

General Terms and Conditions for Motor Insurance (LPINS AKB 2018.01)

Preamble

EURO INSURANCES DAC trading as LeasePlan Insurance
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offers motor vehicle insurance in member states of the European Union within the framework of the freedom of provision of services. For this purpose, EURO INSURANCES DAC practices directly from its headquarters in Ireland.

EURO INSURANCES DAC was granted a licence to take up its business activities in Germany under insurance number 7641 by the

Bundesanstalt für Finanzdienstleistungsaufsicht
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Article 12a sect. 4 sub-sect. 2 first line of Directive 88/357/EEC (Second indemnity insurance directive), in the version amended by Directive 90/618/EEC (freedom to provide services - motor vehicle insurance) determines that "the Member State of provision of services (i.e. the state in which the risk is situated) shall require the undertaking to appoint a representative resident or established in its territory who shall collect all necessary information in relation to claims".

In Germany, EURO INSURANCES DAC appointed

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as its representative to settle claims. Policyholders, individuals submitting claims and their representatives can assert claims arising from insured events directly with the representative appointed by us to handle the settling of claims. This representative shall process and settle claims.

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General terms and conditions for motor insurance (AKB 2017.01)

The motor insurance shall include the following types of insurance according to the contents of the insurance contract:

- Third party motor insurance (A.1)
- Comprehensive insurance (A.2)
- Motor vehicle accident insurance (A.3)

These insurances shall be concluded as legally independent contracts. Your insurance certificate will indicate which insurance you concluded for your vehicle. German law shall apply. The contractual language shall be German. If individual provisions of these contracts are or become invalid, this shall not affect the validity of the remaining provisions. The same shall apply for the event that a contract contains a regulation gap. EURO INSURANCES DAC and affected policyholders shall be obliged to replace the invalid provision and regulation gap by an agreement which approximates the meaning and commercial purpose of the original provision of this agreement as closely as possible.

A Which benefits are included in your motor insurance?

A.1 Third party motor insurance - for damage you caused with your vehicle to others

A.1.1 What is insured?

You caused damage to others with your vehicle

A.1.1.1

We release you from claims for compensation damages if the use of your vehicle

- a. injures or kills individuals,
- b. causes damage or destruction to or loss of material items,
- c. causes property loss which is not associated directly or indirectly with a personal or material damage (pure property loss)

and therefore, claims are asserted vis-à-vis you or us on the basis of the legal liability insurance terms of the German civil code or Road Traffic Act or on the basis of the legal liability insurance terms under private law. In addition to driving, use of the vehicle shall include e.g. getting in and out as well as loading and unloading.

Justified and unjustified compensation claims

A.1.1.2

We shall pay monetary compensation for justified claims.

A.1.1.3

We shall defend against unjustified claims at our own expense. This shall also apply if the total of the compensation claims is unjustified.

Settlement authority

- A.1.1.4 We shall be authorised to satisfy and defend against claims asserted vis-à-vis you on your behalf and to make statements which seem expedient in this regard within the framework of dutiful discretion.

Co-insurance of trailers, semi-trailers and towed vehicles

- A.1.1.5 Insurance cover shall also extend to a trailer or semi-trailer connected to the insured motor vehicle. The insurance cover shall also include vehicles which are towed by the insured motor vehicle unless individual third party liability protection exists for these.
This shall also apply if the trailer or semi-trailer or the towed vehicle become detached from the insured motor vehicle and are still in motion.

A.1.2 Who is insured?

Third party motor insurance shall apply to you and the following individuals (co-insured):

- a the registered vehicle user,
- b the vehicle owner,
- c the vehicle driver,
- d the co-driver who accompanies the authorised driver not only occasionally within the framework of their employment relationship with you or the vehicle user in order to take over the driving or to carry out loading and assistance,
- e your employer or public employer if the insured vehicle is used for official purposes and with your agreement,
- f the bus conductor acting within the framework of his/her employment relationship with you or the vehicle user,
- g the user, owner, driver, co-driver and bus driver of a co-insured vehicle according to A.1.1.5.

These individuals shall be entitled to assert claims arising from the insurance contract independently vis-à-vis us.

A.1.3 Up to which amount do we pay (insured amounts)?

Maximum payment

- A.1.3.1 Each of our payments for an occurrence of loss/damage shall be limited to the amount of the insured amounts agreed for personal, material and property. Several temporarily connected claims, which have the same cause, shall be deemed to be one single event. You can glean the amount of your insured amounts from your insurance certificate or the individual leasing agreement.
- A.1.3.2 The statutory minimum insured amounts shall apply to injuries to passengers of a co-insured trailer.

Excess of the insured amounts

- A.1.3.3 If the claims exceed the insured amounts, our payments shall be determined by the regulations of the Act governing insurance contracts and

the compulsory motor insurance decree. In this case, you shall be obliged to cover an unsatisfied or not fully satisfied compensation claim yourself.

A.1.4 In which countries does insurance cover exist?

Insurance cover in Europe and the EU

A.1.4.1 The third party motor insurance shall provide you with insurance cover within the geographical boundaries of Europe as well as extra-European areas which are part of the scope of validity of the European Union. Your insurance protection shall be determined by the statutory insurance scope in the relevant country, however, at minimum by the scope of your insurance agreement.

International insurance card (green card)

A.1.4.2 If we issued you with an international insurance card, the insurance protection provided by your third party motor insurance shall also include the non-European countries named therein, unless they have been crossed out. A.1.4.1 line 2 shall apply in terms of the insurance scope.

A.1.5 What is not insured?

Intent

A.1.5.1 Insurance cover shall not be provided for damage which you cause with intent and in violation of the law.

Approved races

A.1.5.2 Insurance cover shall not be provided for damage caused by the participation in officially approved motor sports events during which the achievement of high speeds is targeted. This shall also apply to the associated practice runs. Note: Participation in not officially approved races shall constitute a breach of duty according to D.2.2.

Damage to the insured vehicle

A.1.5.3 Insurance cover shall not be provided for damage, destruction or loss of the insured vehicle.

Damage to trailers or towed vehicles

A.1.5.4 Insurance cover shall not be provided for damage, destruction or loss of a trailer or semi-trailer connected to the insured vehicle or to a vehicle towed by the insured vehicle. If the insured motor vehicle is used to tow an incapacitated vehicle without commercial intent within the framework of providing normal assistance, insurance cover shall be provided for damage caused to the towed vehicle.

Damage to transported items

A.1.5.5 Insurance cover shall not be provided for damage, destruction or loss of items transported by the insured vehicle.

However, insurance cover shall be provided for items which passengers normally carry (e.g. clothing, glasses, wallets). In addition, insurance cover shall be provided for items which passengers of a motor vehicle carry with them as items of personal use (e.g. baggage, provisions) if the journey predominantly serves the transport of individuals. Insurance cover shall not be provided for items carried by unauthorized passengers.

Your compensation claim vis-à-vis co-insured

A.1.5.6 Insurance cover shall not be provided for personal or material damage suffered by you, the user or owner of the vehicle due to the use of the vehicle by a co-insured individual. However, insurance cover shall be provided for personal injuries suffered by you as e.g. passenger in your vehicle.

Non-observance of delivery and transport deadlines

A.1.5.7 Insurance cover shall not be provided for pure property damage caused by non-observance of delivery and transport deadlines.

Contractual claims

A.1.5.8 Insurance cover shall not be provided for liability claims as long as they exceed the scope of the statutory liability on the basis of a contract or special agreement.

Damage caused by nuclear energy

A.1.5.9 Insurance cover shall not be provided for damage caused by nuclear energy.

A.2 Comprehensive insurance - for damage to your vehicle

A.2.1 What is insured?

Your vehicle

A.2.1.1 Your vehicle shall be insured against damage, destruction or loss as a result of an event according to A.2.2 (third party, fire and theft) or A.2.3 (comprehensive). Insurance cover shall also include its vehicle components and accessories listed as co-insured in A.2.1.2 and A.2.1.3 insofar as they are permitted under the Road Traffic Act (co-insured components).

Non-contributory co-insured components

- A.2.1.2 Unless regulated otherwise in A.2.1.3, the following vehicle components and accessories of the insured vehicle shall be co-insured without additional premium:
- a Components firmly installed in or attached to the vehicle.
 - b Accessories firmly installed in or attached to the vehicle or kept locked up in the vehicle which exclusively serve the use of the vehicle (e.g. upholstery covers, emergency tools) and are not considered luxury items according to the general attitude.
 - c Components kept locked up in the vehicle which normally are carried to rectify operational faults to the vehicle (e.g. fuses and light bulbs).
 - d Protective helmets (also with intercom) as long as they are used as prescribed or are firmly attached to the parked vehicle so that an unlawful removal is not possible without causing damage.
 - e Canvases, supports for canvases (mirrors).
 - f The following components kept locked up outside the vehicle - an additional set of winter or summer tyres,
 - roof/rear racks, hard top, snow chains and child seats,
 - co-insured vehicle components and accessories according to no. a to f during a repair.
 - g The scope of the vehicle insurance according to A.2.1.1 for leasing vehicles according to Annex 1 shall refer to the insured vehicle according to the individual leasing agreement and the order on which it is based. All therein listed vehicle components and accessories shall be deemed co-insured.

Co-insured components depending on the total replacement value

- A.2.1.3 The following vehicle components listed under a to e shall be co-insured without additional premium if they are firmly installed in or attached to the vehicle :
- for cars, motor cycles and vehicles with insurance identification mark up to a total replacement value of the components of 5,000 Euro (gross) and
 - for other vehicle types (e.g. lorries, tractor units, special vehicles, trailers and semi-trailers) up to a total replacement value of the components of 10,000 Euro (gross)
 - a Radio and other audio systems, video, technical communications and guidance systems (e.g. firmly installed navigation systems)
 - b Permitted changes to the chassis, drive, exhaust, interior or body (tuning) which result in the increase of the engine output, the engine torque, the change in the driving behaviour or a value increase of the vehicle
 - c Special paintwork and logos as well as special surface treatments produced individually for the vehicle
 - d Sidecars and covering for motor cycles as well as for vehicles with insurance identification mark
 - e Special structures (e.g. crane, tank, silo, refrigeration and thermal superstructures) and special equipment (e.g. repair trucks, measuring vehicles).

If the total replacement value of the components listed under a to e is higher than the indicated value limit, the excess value shall only be co-insured if this is explicitly agreed. We shall waive a cutback of the compensation due to underinsurance up to the indicated value limit.

Uninsurable items

- A.2.1.4 All items which are not operated in relation with the use of the vehicle shall be deemed uninsurable (e.g. mobile phones and mobile navigation units, also attached to the vehicle by a bracket, travel baggage; personal items of passengers)

A.2.2 Which events are covered by third party, fire and theft?

The vehicle insurance shall cover damage, destruction and loss of the vehicle including its co-insured components caused by the following events:

Fire and explosion

- A.2.2.1 Insurance cover shall be provided against fire and explosion. A fire shall be deemed a formation of flames without or moving away from an origin as intended at its own power. Singeing and scorching damage shall not be covered. Explosion shall be a sudden occurrence of power caused by the expansion properties of gases or vapours.

Unlawful taking

- A.2.2.2 Insurance cover shall be provided against unlawful taking, in particular theft and robbery.
The insurance cover shall only be provided against embezzlement if the vehicle was not left to the offender for his own interest, for sale or under reservation of ownership.
The insurance cover shall only be provided against unauthorized use if the offender is in no way entitled to use the vehicle. Unauthorized use in particular shall be if the offender was entrusted with the care of the vehicle (e.g. repair, hotel employee) by the entitled user. In addition, insurance cover shall not be provided if the offender has a close relationship with the entitled user (e.g. employee, family or household member).

Storm, hail, lightning, flooding

- A.2.2.3 Insurance cover shall be provided against the immediate effect on the vehicle of storm, hail, lightning strike or flooding. A climatic air movement of at least force 8 shall be deemed a storm. Damage shall be included which is caused by items which are thrown onto or against the vehicle by natural forces. Damage shall be excluded which is caused by the driver's behaviour in response to these natural forces.

Collision with animals

- A.2.2.4 Insurance cover shall be provided against a collision of the moving vehicle with animals.

Glass breakage

- A.2.2.5 Insurance cover shall be provided against glass breakage to the vehicle. Consequential damage shall not be covered.

Short-circuit damage to cables

- A.2.2.6 Insurance cover shall be provided against damage to the vehicle cables by short-circuit. Consequential damage shall not be covered.

Damage due to martens

A.2.2.7 Insurance cover shall be provided against damage caused by martens to cables, hoses and lines of vehicles registered as cars or lorries up to 3.5 tons.

A.2.3 Which events are covered by the comprehensive insurance?

The vehicle insurance shall cover damage, destruction and loss of the vehicle including its co-insured components caused by the following events:

Events covered by third party, fire and theft insurance

A.2.3.1 Insurance cover shall be provided for the events covered by third party, fire and theft according to A.2.2 and damage to the insured vehicle caused by martens beyond A.2.2.7.

Accident

A.2.3.2 Insurance cover shall be provided for vehicle accidents. An accident shall be an immediate external event suddenly impacting with mechanical force on the vehicle.
In particular damage caused by braking or operation or pure breakage shall not be deemed accident damage. This shall include e.g. damage to the vehicle by a slipping load or wear and tear, torsion damage, damage cause by operational faults or over use of the vehicle and damage between towing and towed vehicles without external impact.

Malicious or intentional acts

A.2.3.3 Insurance cover shall be provided against malicious or intentional acts by individuals who are not authorized to use the vehicle in any way. Authorized individuals shall be in particular such persons entrusted with the care of the vehicle (e.g. repairman, hotel employee) by the entitled user or who have a close relationship with the entitled user (e.g. employee, family or household member).

A.2.4 Who is insured?

Comprehensive insurance cover shall be provided to you and a further individual in whose interest the contract was also entered into, e.g. a leasing provider as vehicle owner.

A.2.5 In which countries does insurance cover exist?

Comprehensive insurance cover shall be provided within the geographical boundaries of Europe as well as extra-European areas which are part of the scope of validity of the European Union.

A.2.6 What do we pay in the event of total loss, destruction or loss?

Replacement value without residual value

- A.2.6.1 In the event of total loss, destruction or loss, we shall pay the vehicle's replacement value with the deduction of an extant residual value of the vehicle. If you have your vehicle repaired despite it being a total loss or destroyed, A.2.7.1. shall apply.

Original price compensation

- A.2.6.2 We shall pay the vehicle's original price according to A.2.11 for cars (excluding rental cars, taxis and owner-driver vehicles for hire), if destruction or loss occurs during the initial six months following its first registration. We shall also compensate the original price if the required repair costs for damage within 12 months following the first registration amount to at least 80% of the original price. Prerequisite shall be that the vehicle at the time of the damage is the property of the individual who bought it new directly from the car dealership or car manufacturer. An extant residual value shall be deducted.
- A.2.6.3 We shall pay the original price compensation in excess of the replacement value only to the amount to which it is guaranteed that the compensation will be used for the vehicle repair or the purchase of another vehicles or as cover for the leasing residual book value within one year following its determination.

Deduction for lack of inhibitor in the event of theft

- A.2.6.4 The compensation for total loss, destruction or theft of the vehicle shall be reduced by 10 %. This shall not apply if the vehicle was secured by an automatic electronic inhibitor at the time of the theft.

This shall not affect the excess regulation according to A.2.12.

What is qualified as total loss, replacement value, residual value and original price?

- A.2.6.5 Total loss is incurred if the required vehicle repair costs exceed its replacement value.

- A.2.6.6 The replacement value shall be the price which you would have to pay for the purchase of an equivalent used vehicle on the day of the occurrence of damage/loss.
- A.2.6.7 The residual value shall be the vehicle sales value in damaged or destroyed condition.
- A.2.6.8 The original value shall be the amount which has to be paid for the purchase of a new vehicle of the same model as the insured vehicle or - if the model of the insured vehicle is no longer manufactured - a comparable follow-up model on the day of the occurrence of damage/loss. The non-binding recommendation by the manufacturer minus the standard location and brand deductions shall determine the purchase price.

A.2.7 What do we pay in the event of damage?

Repair

- A.2.7.1 If the vehicle is damaged, we shall pay the required repair costs up to the following maximum limits:
- a If the vehicle is repaired completely and professionally, we shall pay the required costs up to the amount of the replacement value according to A.2.6.6, provided this is proven by an invoice. If this proof is missing, we shall pay according to A.2.7.1b.
 - b If the vehicle is not repaired, not repaired completely and professionally, we shall pay the required full repair costs up to the amount of the replacement value reduced by the residual value (see A.2.6.6 and A.2.6.7).

Note: Observe also the provisions for original price compensation in A.2.6.2.

Towing

- A.2.7.2 In the event of damage to your vehicle, we shall compensate the costs for towing from the place where the damage occurred to the nearest garage suitable for carrying out repairs, unless a third party is obliged to pay your costs. This shall only apply insofar as the upper limit according to A.2.7.1 a or A.2.7.1 b including our payments for vehicle damage according to A.2.7.1 is not exceeded.

New for old deduction

A.2.7.3 A deduction shall be made from the costs of spare parts and spray painting according to age and wear-and-tear (new for old) if new parts are exchanged for old parts during the repair or if the vehicle is totally or partially repainted. We shall waive the new for old deduction for cars and lorries up to 3.5 tons within the first 4 years following the first registration. Deductions for tyres shall be excluded.

Loss of vehicle keys

A.2.7.4 In the event of robbery or burglary theft, we shall compensate the costs for the preventative change of the door and ignition keys or the reprogramming costs.

Replacement of fuels and consumables

A.2.7.5 We shall also compensate the costs for the replacement of brake fluids, lubricants, coolants, anti-freeze and cleaners, engine, gear and hydraulics lubricants necessitated by the repair.

Other costs

A.2.7.6 Disposal and transport costs as well as supplements for the recommended price for spare parts shall only be accepted upon submission of an invoice proving their actual occurrence. Only average standard hourly rates shall be charged without presentation of a repair invoice.

A.2.8 Expert costs

We shall only compensate the costs for an expert if we initiated or approved his/her appointment.

A.2.9 VAT

We shall only compensate VAT if and insofar as you actually incurred this for the rectification of the damage selected by you. We shall not compensate VAT as long as pre-tax deduction entitlements exist.

A.2.10 Additional provisions in the event of unlawful taking

Recovery of the vehicle (items)

- A.2.10.1 You shall be obliged to take back the vehicle if the vehicle (items) is recovered within one month following the receipt of the written claim notice and if you are able to take the vehicle back into ownership with objectively acceptable effort within this period of time.
- A.2.10.2 If the vehicle is recovered at a distance of more than 50 km in a straight line from its normal location, we shall pay the costs of a second class return journey by rail up to a maximum distance of 1500 km (railway kilometres) from the normal location to the recovery location.

Transfer of ownership following unlawful taking

- A.2.10.3 If you are not obliged to take the vehicle back according to A.2.10.1, we shall become its owners.

A.2.11 Up to which amount do we pay (maximum compensation)?

Our maximum compensation shall be limited to the original value of the vehicle. The original value shall be the amount which has to be paid for the purchase of a new vehicle of the same model as the insured vehicle or - if the model of the insured vehicle is no longer manufactured - a comparable follow-up model on the day of the occurrence of damage/loss. The non-binding recommendation by the manufacturer minus the standard location and brand deductions shall determine the purchase price.

A.2.12 Excess/Aggregate Deductible

If an excess was agreed, this shall be deducted from the compensation for each occurrence of damage/loss. Your insurance certificate or your service provision agreement indicates if and to which amount you agreed excess.

A.2.13 Aggregate Deductible

If the "Kaskofond" (comprehensive cover fund) service associated to an "Aggregate Deductible Cover" has been agreed on in the service agreement signed with LeasePlan Deutschland, claim costs for vehicle damages according to A.2, or other kinds of claim costs in accordance with the terms and conditions of Kaskofond, which exceed the individually stipulated deductible for all damages of the insurance holder within an insurance year, are refunded (aggregate deductible). You can find out from our service agreement or your insurance policy if you have agreed on a deductible and to what extent.

A.2.14 What we do not compensate and residual and old parts

What we do not compensate

- A.2.14.1 We shall not pay for changes, improvements and repairs of wear. We shall also not compensate - unless agreed otherwise - for subsequent damage such as fuel, registration costs, transfer costs, administrative costs, loss of use or costs for a rental vehicle.

Residual and old parts

A.2.14.2 Residual and old parts as well as the not repaired vehicle shall remain with you or the vehicle owner and their resale value shall be considered for the compensation.

A.2.15 Payment deadline, assignment

A.2.15.1 As soon as our duty to pay and the compensation amount were determined, we shall pay this within two weeks at the latest.

A.2.15.2 If we determined our duty to pay, however, the compensation amount cannot be determined within one month following the notification of claim, you shall be entitled to request an appropriate advance of the compensation.

A.2.15.3 If the vehicle was unlawfully taken, a waiting period to see if it is recovered shall apply. For this reason, we shall pay compensation at the earliest following one month after receipt of the written notification of claim.

A.2.15.4 You shall not be entitled to assign or pledge your claim for compensation prior to the final determination without our explicit agreement.

A.2.16 Can we reclaim our payments if you did not drive yourself?

If another person was authorised to drive the vehicle and damage or loss occurs, we shall not reclaim our payments from this person. This shall not apply if the driver intentionally caused the insured event.

This shall also not apply if the driver caused the damage or loss event in a grossly negligent manner or facilitated the theft of the vehicle or its parts in a grossly negligent manner due to the enjoyment of alcoholic beverages or other intoxicating substances. In this case, we shall be entitled to reduce our payments according to the seriousness of the negligence. In all other cases, we shall waive the objection of grossly negligent causation of the insured event vis-à-vis the authorised driver.

If the driver is living with you in a domestic union at the time of the occurrence of the event, we shall not reclaim the compensation even with grossly negligent causation of the event, but only in case of intentional causation.

Lines 1 to 5 shall apply accordingly, if a co-insured individual, the lessee or lessor according to A.1.2 of the third party motor insurance causes the event.

A.2.17 What is not insured?

Intent and gross negligence

A.2.17.1 Insurance cover shall not be provided for claims which you cause intentionally. We shall not reduce the payment for gross negligence, unless

- you or a co-insured individual caused the event due to the enjoyment of alcoholic beverages or other intoxicating substances.
- you or a co-insured individual facilitated the theft of the insured vehicle or its parts due to the enjoyment of alcoholic beverages or other intoxicating substances.

In both cases, we shall reduce our payments according to the seriousness of the negligence.

Races

- A.2.17.2 Insurance cover shall not be provided for damage caused by the participation in motor sports events during which the achievement of high speeds is targeted.
This shall also apply to the associated practice runs.

Tyre damage

- A.2.17.3 Insurance cover shall not be provided for damage or destruction of tyres. However, insurance cover shall be provided if the tyres were damaged or destroyed due to an event which simultaneously caused other damage to the insured vehicle covered by the comprehensive insurance.

Earthquakes, war, internal unrest, sovereign acts

- A.2.17.4 Insurance cover shall not be provided for claims caused directly or indirectly by earthquakes, war, internal unrest or sovereign acts.

Damage caused by nuclear energy

- A.2.17.5 Insurance cover shall not be provided for damage caused by nuclear energy.

A.2.18 Differences of opinion regarding the extent of damage (expert procedure)

- A.2.18.1 An expert committee shall decide in the event of differences of opinion about the amount of the damage including the determination of the replacement value or the scope of the repairs required.
- A.2.18.2 You and we shall appoint a motor vehicle expert each for the committee. If you or we does not appoint a committee member within two weeks following a request, the other party shall also appoint the relevant member.
- A.2.18.3 If the committee members fail to reach an agreement, an additional motor vehicle expert elected as chairperson by the members prior to the start of the procedure shall decide. If the committee fails to agree on a chairperson, this shall be appointed by the relevant district court. The

decision by the chairperson shall be a mean of the amounts estimated by each of the two experts.

- A.2.18.4 You or we shall bear the costs of the expert procedure in relation to which party prevails.

A.2.19 Vehicle components and accessories

A.2.6 to A.2.18 shall apply accordingly for damage, destruction or loss of co-insured components.

A.2.20 Difference cover for leasing and credit-financed vehicles

- A.2.20.1 Within the framework of the comprehensive motor insurance and if agreed separately, we shall replace the amount which results from the difference between the replacement value and a higher residual book value of the lessor/creditor on the date of loss in addition to the compensation payment in the event of premature cancellation of the leasing/credit agreement due to total loss, destruction or total loss according to A.2.6.
- A.2.20.2 The residual leasing amount shall result from the total of the still outstanding discounted leasing instalments, the discounted residual leasing amount as well as the still unused advance leasing payment. The residual financing amount shall be the amount which has to be paid to the bank in the event of premature, loss-related termination or cancellation of the credit agreement. Unpaid instalments and default interest due prior to the occurrence of the loss shall not be considered.
- A.2.20.3 The required repair costs have to exceed the repurchase value reduced by the residual value of the vehicle and the vehicle repair must not be carried out. The leasing difference cover shall be limited to the common market interest rates and terms. The same shall apply to credit agreements which require proof that the credit was taken out exclusively to finance the vehicle.
- A.2.20.4 The excess agreed for the comprehensive motor insurance shall not be compensated. In addition, the provisions according to A.2.13 shall apply.
- A.2.20.5 The difference cover can be taken out as part of comprehensive motor insurance for cars, vans and lorries with a permissible gross weight of up to 3.5 t.
- A.2.20.6 The difference cover shall end upon termination of the motor insurance or upon termination of the comprehensive motor insurance. The difference cover shall also end in the event of another cancellation of the leasing/financing agreement. We shall be furnished proof of this in form of a confirmation by the lessor/creditor.

A.3 - does not apply –

A.4 Motor vehicle accident insurance - if passengers are injured or killed

A.4.1 What is insured?

- A.4.1.1 We shall provide the agreed insurance payments listed under the following conditions if you or another individual insured by the motor vehicle accident insurance suffers an accident in direct connection with the use of your vehicle or one of the associated trailers (e.g. driving, getting in and out, loading and unloading).
- A.4.1.2 An accident has occurred if the insured suffers an involuntary damage to his/her health by a sudden outside event impacting on his/her body (occurrence of the accident).
- A.4.1.3 It shall also be deemed an accident if an increased exertion to the joints or spinal column cause a joint to dislocate or muscles, tendons, bands or capsules are pulled or torn.

A.4.2 Who is insured?

Flat-rate system

- A.4.2.1 The motor vehicle accident insurance according to the flat-rate system shall provide insurance cover to each authorised passenger of the vehicle. Professional drivers and passengers employed by you shall be exempt if they use the vehicle in that capacity.

The insured amount shall increase by 50 percent for two and more insured and shall be divided by the total number of passengers, regardless of whether they suffer damage or not.

Seat system

- A.4.2.2 The motor vehicle accident insurance according to the seat system shall provide insurance cover for the seats listed by the insurance certificate or a certain number of authorised passengers of the vehicle. Professional drivers and passengers employed by you shall be exempt if they use the vehicle in that capacity. If more authorised individuals or seats are in the vehicle than listed in the insurance certificate, the individual insured amount shall be reduced accordingly.

Who qualifies as authorised passengers?

- A.4.2.3 Authorised passengers shall be individuals (driver and all other passengers) who are in or on the vehicle with the knowledge and will of the individual entitled to decide on the use of the vehicle or who become active in the use of the vehicle originally related to their transport.

Insurance by name

A.4.2.4 The insurance by name provides cover for individuals named by the insurance certificate, independent from a particular vehicle. This individual shall be entitled to assert independent claims vis-à-vis us.

A.4.3 In which countries does insurance cover exist?

Motor vehicle accident insurance cover shall be provided within the geographical boundaries of Europe as well as extra-European areas which are part of the scope of validity of the European Union.

A.4.4 Which payments are covered by the motor vehicle accident insurance?

Your insurance certificate indicates which of the following payments and which insured amounts were agreed.

A.4.5 Disability benefits

Requirements

A.4.5.1 Disability shall apply if

- the accident results in a permanent impairment of the physical or mental capacity of the insured individual,
- disability occurred within one year following the accident and
- disability was determined by a doctor and asserted by you within 15 months following the accident.

No disability benefits entitlement shall exist if the insured individual dies as a result of the accident within one year following the accident.

Type of payment

A.4.5.2 We shall pay disability benefits as insurance principal.

Benefits determination

A.4.5.3 The benefit amount shall be determined by the insured amount and the degree of disability as a result of the accident.

- a The following degrees of disability shall apply for the loss or complete inability to use one of the parts of the body or sensory organs listed below:

arm	70%
arm up to above the elbow joint	65%
arm below the elbow joint	60%
hand	55%
thumb	20%
index finger	10%
any other finger	5%
leg up to above the middle of the thigh	70%
leg up to the middle of the thigh	60%
leg below the knee	50%
leg up to the middle of the lower leg	45%
foot	40%
large toe	5%
any other toe	2%
eye	50%
hearing in one ear	30%
sense of smell	10%
taste	5%

- b The degree of disability for other parts of the body or sensory organs shall be determined according to which extent the normal physical or mental capacity is impaired as a whole. Only medical aspects shall be considered.
- c If affected parts of the body or sensory organs or their function were already impaired permanently prior to the accident, the degree of disability shall be reduced by the prior disability.
This shall be determined according to a and b.
- d If several parts of the body or sensory organs are impaired by the accident, the degrees of disability determined according to a to c shall be added.
However, more than 100 % shall not be considered.
- e If the insured dies due to a cause not related to the accident within one year following the accident or, regardless of the cause, later than one year following the accident and if a claim for disability benefit arose, the degree of disability shall be decisive which would have been expected on the basis of the last ascertained medical results.

A.4.6 Payment in the event of death

Requirements

- A.4.6.1 Requirement for payment in the event of death shall be that the insured individual died as a result of the accident within one year.

Payment amount

- A.4.6.2 We shall pay the insured amount in the event of death.

A.4.7 Daily hospital benefit, convalescence benefit, daily allowance

Daily hospital benefit

- A.4.7.1 Requirement for the payment of daily hospital benefit shall be that the insured individual is undergoing complete medical treatment in a hospital as a result of the accident.

Rehabilitation measures (with the exception of subsequent treatments) as well as stays in sanatoria and convalescence homes shall not be deemed necessary medical treatments.

- A.4.7.2 We shall pay the daily hospital benefit to the insured amount for each calendar day of the hospital treatment, however, at most for 2 years following the accident date.

Convalescence benefit

- A.4.7.3 Requirement for the payment of convalescence benefit shall be that the insured individual was discharged from treatment in a hospital and was entitled to daily hospital benefit according to A.4.7.1
- A.4.7.4 We shall pay the convalescence benefit to the insured amount for the same amount of calendar days for which we paid daily hospital benefits, however, at most for 100 days.

Daily allowance

- A.4.7.5 Requirement for the payment of daily allowance shall be that the capacity to work of the insured individual is impaired as a result of the accident and that he/she is undergoing medical treatment.
- A.4.7.6 We shall calculate the daily allowance on the basis of the insured amount. It shall be graded according to the determined degree of impairment of the professional activity or employment.
- A.4.7.7 We shall pay the daily allowance for the duration of the medical treatment, however, at most for one year following the accident date.

A.4.8 What is the effect of illnesses or afflictions prior to the accident?

- A.4.8.1 We shall only pay for accident-related consequences. If illnesses or afflictions contributed to the damage to the health caused by the accident or its consequences,
- the percentage of the degree of disability shall be reduced in the event of disability,
 - the payment shall be reduced in the event of death as well as any other events
- in relation to the share of the illness or affliction.
- A.4.8.2 If the contribution is less than 25 %, the reduction shall not be implemented.

A.4.9 Payment deadline, assignment

Determination of your claim

A.4.9.1 We shall be obliged to state within one month – for disability claims within three months – if and to which amount a claim is accepted. The deadlines shall begin upon receipt of the following documents:

proof of the details and the consequences of the accident,

additional proof for a disability claim on the conclusion of treatment as far as this is required for the determination of the disability.

A.4.9.2 We shall accept the medical fees incurred by you for the justification of the benefit claim

- up to 1 per mille in the event of disability,
- up to the daily rate in the event of daily allowance,
- up to one daily hospital benefit rate in the event of daily hospital benefits with convalescence benefits.

Payment deadline

A.4.9.3 If we recognize your claim or if we reached agreement on the reason and the amount, we shall pay this within two weeks.

Advances

A.4.9.4 We shall pay appropriate advances upon your request if the duty to perform initially only exists fundamentally.

A.4.9.5 Disability benefit can only be claimed prior to the end of treatment within one year following the accident up to the agreed amount in the event of death.

Re-determination of the degree of disability

A.4.9.6 You and we shall be entitled to request a renewed medical assessment of the degree of disability on an annual basis, at most up to three years following the accident. This deadline shall increase from three to five years for children up to completed 18 years of age. This entitlement shall be exercised

- by us with our statement in relation to acceptance of our duty to pay according to A.4.9.1,
- by you prior to the end of the deadline.

Payment to a co-insured individual

A.4.9.7 You shall be entitled to request payment of the insured amount due to a co-insured individual only with his/her agreement.

Assignment

- A.4.9.8 You shall not be entitled to assign or pledge your claim for compensation prior to the final determination without our explicit agreement.

A.4.10 What is not insured?

Criminal act

- A.4.10.1 Insurance cover shall not be provided for accidents suffered by the insured individual while carrying out or attempting to carry out a premeditated criminal act.

Mental impairments or blackouts / drunkenness

- A.4.10.2 Insurance cover shall not be provided for accidents by the insured individual caused by mental disturbance or blackouts, also if they are a result of drunkenness, as well as strokes, epileptic seizures or other convulsions which affect the entire body of the insured individual.

However, insurance cover shall be provided if these disturbances or seizures were caused by the occurrence of an accident which is covered by this contract or an existing motor vehicle accident insurance for the previous vehicle.

Races

- A.4.10.3 Insurance cover shall not be provided for damage caused by the participation in motor sports events during which the achievement of high speeds is targeted. This shall also apply to the associated practice runs.

Earthquakes, war, internal unrest, sovereign acts

- A.4.10.4 Insurance cover shall not be provided for claims caused directly or indirectly by earthquakes, war, internal unrest or sovereign acts.

Nuclear energy

- A.4.10.5 Insurance cover shall not be provided for damage caused by nuclear energy.

Discs, internal bleeding

- A.4.10.6 Insurance cover shall not be provided for damage to disks as well as bleeding of internal organs and cerebral haemorrhages. However, insurance cover shall be provided if the occurrence of an accident covered by this contract constitutes the predominant cause.

Infections

- A.4.10.7 Insurance cover shall not be provided for infections. However, insurance cover shall be provided for tetanus and rabies, if the pathogens entered the body immediately or later by an insured occurrence of an accident. Insurance cover shall be provided for other infections, if the pathogens entered the body immediately or later by an insured occurrence of an accident which caused not only minor injuries to the skin or mucous membranes. Insurance cover shall be provided for infections which are caused by medical measures if the medical measures were initiated due to an accident covered by this contract.

Physical reactions

- A.4.10.8 Insurance cover shall not be provided for pathological dysfunctions as a result of psychological reactions, even if these were caused by an accident.

Abdominal and lower abdominal breaks

- A.4.10.9 Insurance cover shall not be provided for abdominal and lower abdominal breaks. However, insurance cover shall be provided if they were caused by a violent outside impact covered by this contract.

B Start of the contract and temporary insurance cover

The insurance contract shall be entered into when we accept your application and by signing of the relevant service provision agreement with LeasePlan Deutschland GmbH.

B.1 When does insurance cover start?

Insurance cover shall start only after you paid the due premium, however, not prior to the agreed date. If you fail to pay the first or single premium on time, the consequences shall be determined by C.1.2 and C.1.3.

B.2 Temporary insurance cover

You shall have temporary insurance cover prior to payment of the premium under the following conditions.

Third party motor insurance

B.2.1 Temporary third party motor insurance cover shall be provided to you on the agreed date, at the latest from the day on with the vehicle is registered using the insurance confirmation, if we hand over the insurance confirmation or if we provide you with the insurance confirmation number by electronic means. If the vehicle is already registered to you, temporary insurance cover shall commence from the agreed date.

Comprehensive and motor vehicle accident insurance

B.2.2 Temporary comprehensive or motor vehicle accident insurance cover shall only be provide to you if we agreed to this explicitly. Insurance cover shall commence on the agreed date.

Change of the temporary to final insurance cover

B.2.3 The temporary insurance cover shall change to final cover as soon as you paid the initial or single premium according to C.1.1.

Retrospective ineffectiveness of the temporary insurance cover

B.2.4 Temporary cover shall become ineffective retrospectively if we accepted your application without alterations, but the initial or single premium listed by the insurance certificate is not paid immediately (i.e. at the latest within 14 days) at the end of two weeks following receipt of the insurance certificate. You shall have no insurance cover from the start; this shall apply only if you are responsible for the delay in payment.

Cancellation of the temporary insurance cover

B.2.5 You and we shall be entitled to cancel the temporary insurance cover at any time. Our cancellation shall only become effective at the end of two weeks following your receipt of the cancellation.

Termination of the temporary insurance cover by revocation

B.2.6 If you revoke the insurance contract according to § 8 Act on Insurance Contracts, the temporary insurance cover shall end upon our receipt of your revocation.

Premium for temporary insurance cover

B.2.7 We shall be entitled to a portion of the premium corresponding to the term for the period of the temporary insurance cover.

C Premium payments

C.1 Payment of the initial or single premium

Payment on time

C.1.1 The initial or single premium listed by the insurance certificate or individual leasing contract shall become due within two weeks following the receipt of the insurance certificate or the individual leasing contract. You shall be obliged to pay this amount immediately (i.e. within 14 days at the latest).

Payment delays

C.1.2 If you fail to pay the initial or single premium on time, you shall have no insurance cover from the start unless you are not responsible for the failure to pay. However, if you are responsible for the payment delay, insurance cover shall only commence upon payment.

C.1.3 In addition, we shall be entitled to cancel the contract, as long as the premium is not paid. Cancellation shall be excluded if you are not responsible for the non-payment. We shall be entitled to demand an appropriate administrative fee when cancelling the contract. This shall amount to 10 % of the annual premium for each started month from the applied for start of the insurance cover, however, no more than 40 % of the annual premium.

C.2 Payment of the renewal premium

Payment on time

C.2.1 A renewal premium shall become due and must be paid on the day listed by the insurance certificate or individual leasing contract.

Payment delays

C.2.2 If you fail to pay the renewal premium on time, we shall request you to pay the outstanding premium plus the arrears (costs and interest) within two weeks following receipt of our demand.

C.2.3 You shall have no insurance cover if an insured event occurs following the end of the two week deadline and the premiums have not been paid by that time. However, we shall be obliged to pay if you are not responsible for the delayed payment.

C.2.4 We shall be entitled to cancel the contract with immediate effect if you are still in arrears with the payment of these premiums at the end of the two week deadline. Our cancellation shall become ineffective if you pay these premiums within one month following receipt of the cancellation. If we issued the cancellation in conjunction with the reminder, the cancellation shall become ineffective if you pay within one month following the end of the deadline indicated by the reminder.

You shall have no insurance cover for insured events occurring in the period between the two week deadline and your payment. Insurance cover shall only be provided again for insured events following your payment.

C.3 Delayed payment when changing the vehicle

If you insure a different vehicle with us instead of the previous insured vehicle (change of vehicle), we shall apply the more favourable provisions for renewal premiums according to C.2.2. to C.2.4 to the new contract in the event of delayed payment of the initial or single premium. In addition, we shall waive the Retrospective ineffectiveness of the temporary insurance cover according to B.2.4.

The following requirements must exist:

- no more than six months must have passed between the end of the insurance of the previous vehicle and the start of the insurance for the new vehicle,
- vehicle model and intended use of the vehicles are the same.

We shall be entitled to demand an appropriate administrative fee according to C.1.3 when cancelling the contract due to non-payment.

C.4 Obligation to contribute for extended liability under the third party motor insurance

If we are obliged to pay to a third party under the third party motor insurance on the basis of § 117 sect. 2 Act on Insurance Contracts despite the termination of the insurance contract, we shall be entitled to the premium for the period of this obligation. Our rights according to § 116 sect. 1 Act on Insurance Contracts shall remain unaffected.

D Which duties do you have when using your vehicle?

D.1 For all insurance types

Agreed intended use

D.1.1 The vehicle shall only be used for the purpose indicated by the insurance contract.

Authorised driver

D.1.2 The vehicle shall only be used by an authorised driver. An authorised driver shall be the person who uses the vehicle with the knowledge and will of

the individual entitled to decide on the use of the vehicle. In addition, you, the user or the owner of the vehicle shall not facilitate knowingly the use of the vehicle by an authorised driver.

Driving with driving license

D.1.3 The driver of the vehicle shall only use the vehicle on public routes or in public spaces while holding the required driving license. In addition, you, the user or the owner of the vehicle shall not allow the use of the vehicle by a driver without the required driving license.

D.2 In addition to the third party motor insurance

Alcohol and other intoxicating substances

D.2.1 The vehicle shall not be driven by a driver whose consumption of alcoholic beverages or other intoxicating substances rendered him/her unfit to drive safely. In addition, you, the user or the owner of the vehicle shall not allow the use of the vehicle by a driver whose consumption of alcoholic beverages or other intoxicating substances rendered him/her unfit to drive safely.

Note: No or limited insurance cover shall be provided for such journeys according to A.2.16.1 and A.4.10.2 under the comprehensive and motor vehicle accident insurance.

Unauthorised races

D.2.2 The vehicle shall not be used for driving events without official approval during which the achievement of high speeds is targeted or during the associated practice runs.

Note: Officially approved motor sports events shall be excluded from insurance cover according to A.1.5.2.

Insurance cover shall not be provided for journeys during which the achievement of high speeds is targeted according to A.2.16.2 and A.4.10.3 under the comprehensive and motor vehicle accident insurance.

D.3 Which consequences does a violation of these duties have?

Exemption and reduction of the performance

D.3.1 If you intentionally violate one of your duties regulated in D.1 and D.2, you shall have no insurance cover. If you violate your duties due to gross negligence, we shall be entitled to reduce our payments according to the seriousness of the negligence. Insurance cover shall be provided, if you prove that you did not violate the duty due to gross negligence.

In the event of a violation of the duty under the motor insurance arising from D.2.1 line 2, we shall not be exempt from the duty to perform vis-à-vis you, the user or owner, if you, the user or the owner suffered a personal injury as a passenger who did not drive the vehicle.

D.3.2 Departing from D.3.1, we shall be obliged to perform as long as the violation had no impact on the occurrence of the insured event or the scope of our performance duty.

This shall not apply if you violate the duty maliciously

Limitation of the exemption from performance under the third party motor insurance

D.3.3 The exemption or reduction of performance under the third party motor insurance resulting from D.3.1 shall be limited vis-à-vis you and the co-insured individuals shall be limited to a maximum of € 5,000 each. In addition, the standard minimum insured amounts valid in Germany shall apply in lieu of the agreed insured amounts.

Line 1 and 2 shall apply accordingly if we are exempt from performance completely or in parts due to an intentional increase of risk (§§ 23, 26 Act on Insurance Contracts) by you.

D.3.4 We shall be exempt completely from the duty to perform vis-à-vis a driver who comes into possession of the vehicle due to a criminal act.

E Which duties do you have in the event of a claim?

E.1 For all insurance types

Duty to notify

E.1.1 You shall be obliged to notify us or our representative in each insured event which can result in a payment by us within a week.

- E.1.2 You shall be obliged to notify us immediately if the police, public prosecution or another authority is investigating in connection with the insured event (e.g. penalty order, fines notice), even if you already notified us of occurrence of the insured event.

Duty to explain

- E.1.3 You shall be obliged to do everything to facilitate clarification of the insured event. This shall mean in particular that you have to answer our questions regarding the circumstances of the insured event truthfully and comprehensively and that you must not leave the scene of the accident without facilitating the requirement determinations

You shall have to follow our instructions required for the clarification of the insured event.

Duty to minimize loss

- E.1.4 You shall be obliged to do everything possible to prevent and minimize loss in the insured event.

You shall have to follow our instructions insofar as these are reasonable

E.2 Supplements to the third party motor insurance

For claims asserted out-of-court

- E.2.1 If claims are asserted against you, you shall be obliged to notify us within one week following the assertion of the claim.

Notification for minor losses

- E.2.2 If you settle or intent to settle a material damage, which is not expected to exceed 500 EURO, you shall be obliged to notify us of the insured event only when you fail to settle it yourself.

For claims asserted in court

- E.2.3 If a claim is asserted against you in court (e.g. action, reminder), you shall be obliged to notify us immediately.
- E.2.4 You shall be obliged to let us handle legal disputes. We shall also be entitled to appoint a solicitor on your behalf and you shall be obliged to grant power of attorney and provide all required information and make all requested documents available.

For imminent expiry of deadlines

E.2.5 If you did not receive instructions from us at the latest two days prior to the expiry of a deadline, you shall be obliged to submit the required challenge to a reminder or an official notice on time.

E.3 Supplements to the comprehensive insurance

Notification of the insured event upon theft of the vehicle

E.3.1 Deviating from E.1.1, you shall be obliged to notify us immediately in writing of the unlawful taking of the vehicle or co-insured components. You shall be obliged to sign your notification of claim.

Request for our instructions

E.3.2 You shall be obliged to request our instructions prior to the start of the disposal or repair of the vehicle insofar as the circumstances allow it and to follow them insofar as they are reasonable. This shall also apply to co-insured components.

Notification of the police

E.3.3 You shall be obliged to notify the police of the insured event immediately if a claim due to theft, fire or wildlife exceeds the amount of 200 Euro.

E.4 - does not apply -

E.5 Supplements to the motor vehicle accident insurance

Notification of the event of death within 48 hours

E.5.1 If the accident resulted in the death of the insured individual, the beneficiaries of the insurance contract shall be obliged to notify us within 48 hours even if the accident was already reported. We shall be given the right to ask a doctor appointed by the company to carry out a post-mortem examination.

Medical examination, expert report, release from confidentiality

E.5.2 Following an accident, you shall be obliged

- a to consult a doctor immediately,
- b to comply with medical instructions,
- c to minimize the consequences of the accident as much as possible,
- d to work towards that the reports and specialist reports requested by us shall be compiled as soon as possible,
- e to be examined by a doctor appointed by us, whereby we shall bear the required costs including a loss of earnings incurred,
- f to release doctors, who treated or examined you - also for other reasons -, other insurers, insurance carriers and authorities from confidentiality within the framework of § 213 Act on Insurance Contracts and to authorize them to provide all required information.

Deadline for the determination and assertion of disability

- E.5.3 Also observe the 15 month deadline for the determination and assertion of disability according to A4.5.1

E.6 Which consequences does a violation of these duties have?

Exemption and reduction of the performance

- E.6.1 If you intentionally violate one of your duties regulated in E.1 to E.5, you shall have no insurance cover. If you violate your duties due to gross negligence, we shall be entitled to reduce our payments according to the seriousness of the negligence. Insurance cover shall be provided, if you prove that you did not violate the duty due to gross negligence.
- E.6.2 Departing from E.6.1, we shall be obliged to perform as long as the violation had no impact on the occurrence of the insured event or the scope of our performance duty. This shall not apply if you violate the duty maliciously.

Limitation of the exemption from performance under the third party motor insurance

- E.6.3 The exemption or reduction of performance under the third party motor insurance resulting from E.6.1 shall be limited vis-à-vis you and the co-insured individuals shall be limited to a maximum of € 2,500 each.
- E.6.4 If you violated the clarification or claim minimization duty according to E.1.3 and E.1.4 intentionally and in a particularly serious manner (in particular leaving the site of the accident, failure to render assistance, consciously untruthful statement to us), the exemption shall increase to a maximum amount of € 5,000 Euro each.

Complete exemption from performance under the third party motor insurance

E.6.5 If you violate a duty with the intent to create unlawful financial advantages for yourself or a third party, we shall be exempt fully from our duty to perform in relation to the achieved financial advantage.

Special features of the third party motor insurance in the event of legal disputes

E.6.6 If you violate your duty to notify according to E.2.1 or E.2.3 or your duty according to E.2.4 intentionally and if this results in a final decision which exceeds the scope of the owed compensation on the basis of the state of facts or legal position considerably, we shall also be exempt fully from your duty to perform in relation to the additional amount to be paid by us. If you violate your duties due to gross negligence, we shall be entitled to reduce our payments in relation to this additional amount according to the seriousness of your negligence.

Minimum insured amounts

E.6.7 If you violate your duties according to E.1 and E.2 of the third party motor insurance, the standard minimum insured amounts valid in Germany shall apply in lieu of the agreed insured amounts.

F Rights and duties of the co-insured individuals

Duties of the co-insured individuals

F.1 The provisions regarding your duties shall apply correspondingly for co-insured individuals.

Exercising of rights

F.2 Unless otherwise agreed, only you as the policyholder shall be entitled to exercise the rights of the co-insured individuals arising from the insurance contract. Other provisions shall be:

- assertion of claims according to A.1.2 of the third party motor insurance,
- assertion of claims by named insured according to A.4.2.6 of the motor vehicle accident insurance.

Effects of a duty violation on the co-insured individual

- F.3 If we are exempt from the duty to perform vis-à-vis you, this shall also apply vis-à-vis all co-insured individuals.
An exception shall apply for the third party motor insurance: we shall only be entitled to claim exemption from our duty to perform vis-à-vis co-insured individuals, if the circumstances constituting the basis for the exemption are related to the person of the co-insured or if the co-insured knew of these circumstances or did not know of them due to gross negligence. If we are obliged to pay, the standard minimum insured amounts valid in Germany shall apply in lieu of the agreed insured amounts. The same shall apply if we still perform vis-à-vis injured third parties despite the termination of the insurance relationship. The recourse vis-à-vis you shall also continue in these exceptional circumstances.

G Term and cancellation of the contract, sale of the vehicle, cessation of risk

G.1 How long is the term of the insurance contract?

Term of the contract

- G.1.1 The term of your contract shall be one year, unless a shorter term was agreed.

Automatic renewal

- G.1.2 If the contract was concluded with a term of one year, it shall be automatically renewed by a further year unless you or we cancel it in writing. This shall also apply if an initial term of the contract of less than one year was agreed upon conclusion only in order to allow the start of the subsequent insurance years at a particular calendar day, e.g. 1st January of each year.

Contracts with a term of less than one year

- G.1.3 If a term of less than one year was agreed explicitly, the contract shall end without the need for cancellation at the end of the agreed period.

G.2 When and for which reason can you cancel the insurance contract?

Cancellation at the end of an insurance year

- G.2.1 You shall be entitled to cancel the contract by the end of the insurance year. The cancellation shall only be effective if we receive it at the latest one month prior to the end.

Cancellation of the temporary insurance cover

- G.2.2 You shall be entitled to cancel temporary insurance cover. The cancellation shall become effective immediately as soon as we receive it.

Cancellation following an insured event

G.2.3 You shall be entitled to cancel the contract following the occurrence of an insured event. We must receive the cancellation within one month following negotiations on the compensation or within one month after we accepted or refused your duty to perform unjustly under the third party liability insurance. The same shall apply if we instructed you under the third party motor insurance to allow a legal dispute about claims by a third party. In addition, you shall be entitled to cancel the third party motor insurance contract at the end of one month following the coming into force of the final decision in a legal dispute with a third party.

When does the cancellation in the event of a claim become effective?

G.2.4 You shall be entitled to determine if the cancellation comes into effect immediately or at a later date, however, at the latest at the end of the contract.

Cancellation in the event of sale or auction of the vehicle

G.2.5 If you sell the vehicle or if it is auctioned, the contract shall transfer to the purchaser according to G.7.1 or G.7.6. The purchaser shall be entitled to cancel the contract within one month following the purchase, without knowledge of the existence of the insurance within one month from gaining knowledge. The purchaser shall be entitled to determine if the cancellation comes into effect immediately or at the end of the contract.

Conclusion of a contract by the purchaser

G.2.6 If the purchaser concludes a new insurance for the vehicle and if he/she presents an insurance confirmation to the registration authority, this shall be deemed an automatic cancellation of the transferred contract. The cancellation shall become effective at the start of the new insurance.

Cancellation in the event of premium increase

G.2.7 If we increase the premium on the basis of our premium adjustment right according to J.3, you shall be entitled to cancel the contract within one month following receipt of our notice relating to the premium increase. The cancellation shall be effective immediately, however, at the earliest at the time at which the premium increase would have become effective. We shall inform you or your representative of the premium increase at the latest one month prior to it coming into effect and shall refer to your right of cancellation.

Cancellation in the event of changed use of the vehicle

G.2.8 If the model and use of the vehicle changes according to K.5 and if this results in a premium increase by more than 10 %, you shall be entitled to cancel the contract within one month following receipt of our notice with immediate effect.

Cancellation in the event of changed conditions

G.2.9 If we avail of our right to amend our conditions according to N, you shall be entitled to cancel the contract within six weeks following receipt of our notice. The cancellation shall be effective immediately, however, at the earliest at the time at which the amended condition would become effective. We shall inform you or your representative of the change at the latest six weeks prior to it coming into effect and shall refer to your right of cancellation.

G.3 When and for which reason can we cancel the insurance contract?

Cancellation at the end

G.3.1 We shall be entitled to cancel the contract by the end of the insurance year. The cancellation shall only be effective if you receive it at the latest one month prior to the end.

Cancellation of the temporary insurance cover

G.3.2 We shall be entitled to cancel temporary insurance cover. The cancellation shall become effective within two weeks following receipt by you.

Cancellation following an insured event

G.3.3 We shall be entitled to cancel the contract following the occurrence of an insured event. You must receive the cancellation within one month following negotiations on the compensation or within one month after we accepted or refused your duty to perform unjustly under the third party liability insurance. The same shall apply if we instructed you under the third party motor insurance to allow a legal dispute about claims by a third party. In addition, we shall be entitled to cancel the third party motor insurance contract at the end of one month following the coming into force of the final decision in a legal dispute with a third party.

Our cancellation shall become effective within one month of receipt by you.

Cancellation in the event of non-payment of a renewal premium

G.3.4 If you failed to pay an outstanding renewal premium plus costs and interest within the two week deadline despite our payment request according to C.2.2, we shall be entitled to cancel the contract with immediate effect. Our cancellation shall become ineffective if you pay these amounts within one month following the receipt of the cancellation (see also C.2.4).

Cancellation in the event of violation of your duties while using the vehicle

G.3.5 If you violated one of your duties while using the vehicle according to D, we shall be entitled to cancel the contract with immediate effect within one month after we gained knowledge of the violation. This shall not apply if you can prove that you did not violate the duty with intent or gross negligence.

Cancellation in the event of changed use of the vehicle

G.3.6 If the model and use of the vehicle changes according to K.5, we shall be entitled to cancel the contract with immediate effect. If you can prove that the change is due neither to intent nor gross negligence, the cancellation shall become effective within one months following receipt by you.

Cancellation in the event of sale or auction of the vehicle

G.3.7 We shall be entitled to cancel vis-à-vis the purchaser If the vehicle is sold or auctioned according to G.7. We shall be obliged to cancel within one month after we gained knowledge of the sale or auction. Our cancellation shall be effective within one month following receipt by the purchaser.

G.4 Cancellation of individual insurance types

G.4.1 The third party motor insurance, comprehensive and motor vehicle liability insurance shall be legally separate contracts. The cancellation of one of these contracts shall not affect the continuation of others.

G.4.2 You and we shall be entitled to cancel the entire motor vehicle insurance for the vehicle in the event of a reason of cancellation for one of these contracts.

G.4.3 If we cancel only one of several contracts concluded for the vehicle and you notify us within two weeks following the receipt of the cancellation that you do not agree to a continuation of the other not cancelled contracts, the entire motor vehicle insurance for the vehicle shall be deemed cancelled. This shall apply accordingly for us if you cancel only one of several contracts.

G.4.4 G.4.1 and G.4.2 shall apply accordingly if several drivers are insured by one contract.

G.5 Form and receipt of the cancellation

Each cancellation shall be made in writing and shall only be effective if it is received within the relevant deadline. The cancellation issued by you must be signed.

G.6 Cancellation of individual insurance types

We shall be entitled to a share of the premium for the period of insurance cover in the event of a cancellation prior to the end of the insurance year.

G.7 What needs to be considered when selling the vehicle?

Transfer of the insurance to the purchaser

G.7.1 If you sell your vehicle, the insurance shall be transferred to the purchaser. This shall not apply for motor vehicle accident insurance.

G.7.2 We shall be entitled and obliged to adapt the premium according to the statements by the purchaser as requested by us for a renewal of the contract. The new premium shall apply from the day following the insurance transfer.

G.7.3 We shall be entitled to demand the premium for the current insurance year either from you or the purchaser.

Notice of sale

G.7.4 You and the purchaser shall be obliged to notify us of the sale of the vehicle immediately. If this notification is not provided, the loss of insurance cover under the provisions of § 97 Act on Insurance Contracts shall be imminent.

Auction

G.7.5 In the event of an auction, the purchaser (according to G.2.5 and G.2.6) or we (according to G.3.7) shall be entitled to cancel the contract. We shall be entitled to demand the premium only from you.

Repossession

G.7.6 The above regulations G.7.1 to G.7.5 will also apply if your vehicle is repossessed.

G.8 Cessation of risk (e.g. by scrapping the vehicle)

If the insured risk ceases finally, we shall be entitled to the premium up to the time by which we or LeasePlan Deutschland GmbH gain knowledge of the cessation of risk by confirmation of the registration authority.

H Putting out of operation, seasonal number plates, journeys with unstamped number plates

H.1 What must be considered when putting the vehicle out of operation?

Dormant insurance

H.1.1 The contract shall continue if the insured vehicle is put out of operation and is intended to be re-registered at a later stage.

H.1.2 The contract shall continue as a non-premium dormant insurance if the registration authority informs us that the vehicle was put out of operation, unless this period amounts to less than two weeks or if you request unrestricted continuation of the current insurance cover.

H.1.3 The provisions according to H.1.1 and H.1.2 shall not apply to vehicles with insurance number plates (e.g. small motorbikes), camping trailers as well as for contracts with explicitly shorter term than one year.

Scope of the dormant insurance

H.1.4 We shall provide you limited insurance cover on the basis of the dormant insurance for the duration of the putting the vehicle out of operation.

Dormant insurance cover shall include

- third party motor insurance
- third party, fire and theft if comprehensive or third party, fire and theft insurance existed for the vehicle at the time of being put out of operation.

Your duties in the event of dormant insurance

H.1.5 You shall be obliged to park the vehicle in a carport (e.g. individual or multi-use garage) or an enclosed parking space (e.g. an enclosed yard) not only temporarily and not to use the vehicle outside these facilities. If you violate this duty, we shall be exempt from the duty to perform according to D.3.

Re-registration

H.1.6 If the vehicle is reregistered for use in traffic (end of putting out of operation), unrestricted insurance cover shall reapply. You shall notify us immediately of the end of the period during which the vehicle is put out of operation.

Expiration of the contract and the dormant insurance

H.1.7 The contract and therefore the dormant insurance shall expire 18 months after the vehicle was put out of operation without requiring cancellation.

H.1.8 If you reregister the vehicle during the existence of dormant insurance by using the certificate of insurance issued by another insurer, we shall be entitled to continue the contract and to require the other insurer to cancel the contract.

H.2 Which special features apply to seasonal number plates?

H.2.1 We shall provide the agreed insurance cover for vehicles registered with a seasonal number plate for the period (season) documented on the official number plate.

H.2.2 You shall have dormant insurance cover according to H.1.4 and H.1.5 outside the season

H.2.3 You shall have insurance cover under the third party motor insurance for journeys outside this period taken in connection with the registration process within the district of the registration authority relevant to the owner and within a neighbouring district or for the main inspection, safety inspection or emissions tests.

H.3 Journeys with unstamped number plates

Third party motor vehicle insurance cover

H.3.1 The third party motor insurance shall also provide insurance cover for journeys with an unstamped number plate. This shall not apply for journeys with a red number plate or short-term number plate.

What are registration journeys?

H.3.2 Registration journeys shall be journeys which are made in connection with the registration process within the district of the registration authority relevant to the owner and within a neighbouring registration district. Such journeys shall be return journeys from the registration authority following the removal of the stamp. In addition, insurance cover shall be provided for journeys to carry out the main inspection, safety inspection or emissions tests or registration, if the registration authority assigned an advance unstamped number plate.

I - does not apply -

J Premium changes due to tariffs

J.1 - does not apply -

J.2 - does not apply -

J.3 Tariff changes

We shall be entitled shall be entitled to adapt the tariffs and premiums valid for third party motor insurance and comprehensive insurance contracts to claims and costs movements corresponding to approved actuarial principles and practices.

In this case, only the changes to the claims and cost movements expected for the coming insurance year and which occurred since the determination or most recent adaptation of the tariff shall be considered. The new premiums shall not be higher than the tariff premiums for newly concluded contracts with the same tariff characteristics and the same scope of cover. They shall become effective at the start of the coming insurance term.

If the adaptation results in a premium increase, this shall only become effective if we notify you or your representative of the premium increase in writing and with indication of the difference between the old and new premium at the latest one month prior to it coming into effect and while providing written instruction to you or your representative of your rights according to J.4.

J.4 Right of cancellation

You shall have right a right of cancellation according to G.2.7 if a change to the third party motor insurance according to J.3 results in a premium increase. If several simultaneous changes become effective, your right of cancellation shall only apply if the changes in total result in a premium increase.

This shall apply to the comprehensive insurance accordingly.

J.5 Legal changes to the scope of benefit under the third party motor insurance

We shall be entitled to increase the third party motor insurance premium if a law, decree or EU directive obliges us to increase the scope of benefit or the insured amounts.

J.6 - does not apply -

J.7 Bonus / penalty agreement

It shall be possible to reach a bonus / penalty agreement.

K Premium change due to your circumstances

K.1 - does not apply -

K.2 Changes to features for the premium calculation

Which changes are considered?

K.2.1 We shall recalculate the premium if a feature for the premium calculation (model, type, use, engine output, number of seats, load) changes during the term of the contract. This can result in an increase or decrease of the premium.

Effect on the premium

K.2.2 The new premium shall apply from the day of the change.

K.2.3 Deviating from K.2.2, the new premium shall apply retrospectively from the start of the current insurance year, if the annual mileage changes which constitutes the classification basis.

K.3 - does not apply -

K.4 Your duty to notify us relating to features for the premium calculation

Notification of changes

K.4.1 You shall be obliged to notify us immediately of the change of one of the following features for the premium calculation:

Model, type, use, engine output, number of seats, load of the vehicle as well as annual mileage

Check of the features of premium calculation

K.4.2 We shall be entitled to check if the features considered for the premium calculation apply. You shall be obliged to submit relevant confirmations or proofs upon our request.

Consequences of incorrect statements

K.4.3 If you made incorrect statements in relation to the features for the premium calculation or if you failed to notify us of changes and if this resulted in the calculation of a lower premium, the premium shall apply retrospectively from the start of the current insurance year which corresponds to the actual features for the premium calculation.

K.4.4 If you made incorrect statements intentionally or failed to notify us of changes intentionally and if this resulted in the calculation of a too low premium, a contractual penalty shall be paid in addition to the premium increase to the amount of one six monthly annual premium for the current insurance year.

Consequences of failure to make statements

K.4.5 If you are at fault of not heeding our request to submit confirmations or proofs within one month, the premium shall be calculated retrospectively for this feature for the premium calculation according to the, for you, less favourable assumptions from the start of the current insurance year.

K.5 Changes to the model and use of the vehicle

You shall be obliged to notify us, if the model and use of the vehicle changes according to the table in Annex 1. The towing vehicle and trailer shall be deemed a unit for the allocation according to vehicle use, whereby the higher risk shall be decisive.

We shall be entitled to cancel the insurance contract according to G.3.6 or to adapt the premium from the date of change in this case.

You shall have right of cancellation according to G.2.8, if the increase the premium by more than 10 %.

L Disputes and place of jurisdiction

L.1 If you are dissatisfied with us

Insurance regulation

L.1.1 You shall be entitled to contact the supervisory authority if you are dissatisfied with us or if disputes arise when handling the contract. As an insurance company, we are subject to supervision by ,Bundesanstalt für Finanzdienstleistungsaufsicht (BAFin), Sektor Versicherungsaufsicht, Grautheindorfer Straße 108, 53117 Bonn; Email: poststelle@bafin.de, phone: 0228 / 4108-0; Fax: 0228 / 4108-1550. Please note that BAFin is no arbitration board and cannot make binding decisions on individual disputes.

Course of law

L.1.2 In addition, you shall have the option to take legal action.

Note: Consider the expert procedure according to A.2.17 in the event of disputes relating to the claims amount under the comprehensive insurance.

L.2 Places of jurisdiction

If you take legal action

L.2.1 You shall be entitled to assert claims arising from your insurance contract in particular with the following courts of law:

- the relevant local court in your district,
- the relevant local court for our headquarters or the branch dealing with you.

If we take legal action

L.2.2 We shall be entitled to assert claims arising from the insurance contract in particular with the following courts of law:

- the relevant local court in your district,
- the relevant court at the location of your company headquarters or branch if you concluded the insurance contract for your business or commercial enterprise.

You transferred your residence or headquarters abroad

L.2.3 Deviating from the provisions of L.2.2, the court in charge of our headquarters shall be the agreed court in the event that you transferred your residence, headquarters or usual abode outside Germany or if your residence, headquarters or usual abode is unknown at the time of filing a suit.

M Mode of payment

The premiums shall be annual premiums, unless agreed otherwise, which shall be paid annually in advance. Supplements shall be charged for six monthly, quarterly or monthly instalments, unless agreed otherwise.

N Changes to the provisions

N.1 Entitlement

We shall be entitled to change or supplement the affected provisions, if:

- a a law changes which constitutes the basis for individual contractual provisions or
- b a decision by the superior court changes which constitutes the basis for individual contractual provisions or
- c a court declares individual provisions to be absolutely ineffective and the legal guidelines do not include a provision which replaces them or
- d an administrative act by the cartel authority or the Supervisory Insurance Board objects to a provision being incompatible with applicable law.

The entitlement to change or supplement shall apply in the cases of the above juridical or official decision even if these are provisions with similar contents by another insurer. A change or supplement of the provisions shall only be permitted if a contractual gap as a result if the listed reasons for change must be closed in order to perform the contract of the benefit and counter benefit ratio agreed when the contract was concluded is disturbed to a considerable degree.

N.2 Notification

We shall notify you or the changed provisions in writing and with an explanation as to the reason, contents and consequence of the change. They shall be deemed accepted if you do not object in text format within six weeks following the notification. We shall be obliged to point this out explicitly to you in the notification. It shall be sufficient to post the objection on time for the deadline to be observed. The changes to the provisions shall not come into force if you object within the deadline.

Annex 1: Type and use of vehicles

1 Vehicles with insurance number plate

Vehicles which have to have an insurance number plate are:

1.1 bikes with an auxiliary engine with a capacity of no more than 50 ccm and a maximum speed

- up to 45 km/h
- up to 50 km/h, as long as they were put into traffic for the first time as per 31st December 2001
- up to 60 km/h, as long as they were put into traffic for the first time as per 29th February 1992

1.2 small motor cycles (two, three wheels) with a capacity of no more than 50 ccm and a maximum speed

- up to 45 km/h
- up to 50 km/h, as long as they were put into traffic for the first time as per 31st December 2001
- up to 60 km/h, as long as they were put into traffic for the first time as per 29th February 1992

1.3 four wheel small motor vehicles with a capacity of no more than 50 ccm and a maximum speed of up to 45 km/h

1.4 motorised invalid carriages

2 Light motor cycles

Light motor cycles shall be motor cycles and motor scooters with an engine capacity of more than 50 ccm and no more than 125 ccm and

- a rated output of no more than 11 kW and a maximum speed of no more than 80 km/h or
- a rated output of no more than 11 kW and a maximum speed of more than 80 km/h or

3 - does not apply -

4 Motor bikes

Motor bikes shall be all motor cycles and motor scooters which have to have an official registration with the exception of light motor cycles.

5 Cars

Cars shall be motor vehicles registered as cars, with the exception of rental cars, taxis and owner-driver vehicles for hire.

6 Rental cars

Rental cars shall be cars which are operated commercially for occasional traffic subject to licence (excluding taxis, motor buses, goods vehicles and owner-driver vehicles for hire).

7 Taxis

Taxis shall be cars which the operator makes available at officially licensed locations and which are used to carry out orders to transport a passenger to a certain destination – also accepted at company dispatch or during the journey.

8 Owner-driver vehicles for hire

Owner-driver vehicles for hire shall be motor vehicles and trailers which are hired commercially without a driver.

9 Leasing vehicles

Leasing vehicles shall be motor vehicles and trailers which are hired commercially without a driver and are registered to the lessee or are passed by the lessor to the lessee by contract for at least six months.

10 Motor buses

Motor buses shall be motor vehicles and trailers which are suitable and intended for the transport of more than nine individuals (including driver) according to their model and equipment.

10.1 Regular service shall be regular traffic connection between origins and destinations during which passengers can get in and out at certain stops as well as traffic which serves the regular transport of individuals, with the exclusion of other passengers, to visit markets and theatres.

10.2 Occasional service shall be excursions and holiday journeys as well as journeys with rental buses.

10.3 10.1. and 10.2 shall not apply to other buses, in particular hotel buses, works buses, school, training and ambulance buses.

11 Camping vehicles

Camping vehicles shall be camper vans which are registered as other motor vehicles.

12 Works traffic

Works traffic shall be the transport of goods by goods vehicles, trailers and semi-trailers only for internal purposes by the company staff – also by external staff for up to 4 weeks in the event of illness.

13 Commercial goods traffic

Commercial goods traffic shall be the businesslike, remunerated transport of goods for others by goods vehicles, trailers and semi-trailers.

14 Removal traffic

Removal traffic shall be the exclusive transport of removal goods.

15 Interchangeable body parts

Interchangeable body parts shall be body parts of motor vehicles, trailers and semi-trailers intended for goods traffic and which can be replaced on these vehicles by mechanical devices.

16 Agricultural tractors

Agricultural tractors or trailers shall be tractor units and track-type tractors or trailers which are released from motor tax on the basis of their agricultural and forestry use and which have an official green number plate.

17 Milk floats and bulk milk tankers

Milk floats and bulk milk tankers shall be vehicles with equipment for mechanical extraction of milk which serve the transport of milk from pastures and farms to the dairies in the catchment area.

18 Other special agricultural vehicles

Other special agricultural vehicles shall be vehicles which are registered as special vehicles for agriculture and forestry and which have an official green number plate.

19 Milk tankers

Milk tankers shall be vehicles which serve the transport of milk between dairies or from dairies to distributors or consumers. They shall not be deemed special agricultural vehicles but goods vehicles.

20 Self-propelling machines

Self-propelling machines shall be vehicles which are intended and suitable to carry out work – not for the transport of individuals or goods - on the basis of their design and special equipment which is firmly attached to the vehicle and which belong to a certain type of such vehicles as defined by the Minister for Transport (e.g. self-loaders, diggers, pick-ups, crane lorries as well as bulldozers and recovery vehicles, even if they are also used for towing).

21 Delivery vans

Delivery vans shall be motor vehicles registered as lorries with a permitted total load capacity (or total weight) of up to 3.5 tons.

22 Lorries

Lorries shall be motor vehicles registered as lorries with a permitted total load capacity (or total weight) of more than 3.5 tons.

23 Tractor units

Tractor units shall be motor vehicles which are build exclusively or predominantly for pulling trailers or semi-trailers, with the exception of agricultural tractors.