



# MOTOR INSURANCE POLICY

## General Provisions

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## **Introduction**

**Your contract is made up of the following items:**

### **The General Provisions**

These indicate the operation of your contract, the content of the various covers which may be taken out, as well as the exclusions.

### **The Special Provisions**

These relate to the personal elements of your contract, your declarations, the cover that you have taken out.

### **It is governed by the Insurance Code**

#### **Supervisory Authority**

The supervisory authority of the insurance company which is providing the cover listed in the present contract is:-

Central Bank of Ireland  
Financial Regulation  
PO Box 559  
Dame Street  
Dublin 2  
Ireland

The terms followed by an asterisk\* are defined in the Glossary.

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## Prevention

### Why prevention?

For the company, the road risk generates significant costs:

- obvious costs, linked directly to the accident and to its insurance cover,
- Indirect costs, such as loss of production following an accident, disappearance of a key person, fines, damage to image, which may turn out to be much higher than the former.
- The present contract, while enabling you to fulfil the compulsory insurance obligation for the land motor vehicles of your company, can help you to limit the former; only the implementation of a prevention policy will have a real effect on the latter.
- Such a policy must be inclusive, i.e. involving all the people in the business and be taken out with a view towards constant improvement of quality; in fact, accidents are not inevitably linked to the driver but to work organisation methods, to the choices of equipment, to the maintenance of vehicles, to the environment in which the driver develops.

### What actions?

Some simple actions may be sufficient to decrease the accident rate:

- regular checking and maintenance of the fleet,
- training and raising awareness of employees,
- respecting obligations regarding health (notably, checking of visual acuity),
- control of schedules, working time,
- switching off mobile telephones in the car,
- vigilance during recruitment (checking the past history of the driver),
- fitting of satellite vehicle tracking systems.

Of course, this list is not exhaustive. Depending on your activity, the size and composition of your fleet, some of these actions will be more appropriate than others.

Do not hesitate to contact your insurance consultant who will be able to direct you towards a specialist.

It is all the more necessary as its absence is likely to incur or aggravate the criminal liability of the company manager

## The contract

### The cover

#### Cover which may be taken out

This is listed in the table below. Each type is expanded upon in more detail in the following pages.

You will benefit from the cover mentioned in the Special Provisions under the short wording form.

Type of Cover	Wording of the cover	Short Wording
Damage sustained by the vehicle	All accidents damage	DOMAC
	Collision damage	DOMCO
	Fire	INC
	Theft	VOL
	Glass Breakage	BDG
	Natural Disasters	CATNA
Physical Injury sustained by the driver		<b>CONDN</b>
Employer Indemnity		<b>COND</b>
Damage sustained by others	Civil liability	RC
Legal Defence and Recourse		<b>DJR</b>
Optional extended coverage	Interior fittings	AMENA
	<b>Compensation for loss of use</b>	INDIM
	Contents and non-standard accessories	AHC
	Compensation for early termination	INDRA
	Agreed value	VCONV
	Towed equipment	MATRA
	Absorption of foreign bodies	ABSOR
	Damage to tyres	PNEUS
	<b>Costs of lifting</b> - towing – repair	LVREM
	Operating Civil Liability	RCFON

## The contract

### Cover amounts

You are insured for the risks mentioned in the Special Provisions up to the following ceilings

Cover	Amount
<b>Damage sustained by the vehicle</b>	
Traffic accident not involving liability	Per vehicle: during the first 12 months (first 6
Own damage	
Collision damage	
Theft	
Fire Explosions	
Major perils	
Glass breakage	
<b>Damage to personal belongings and accessories contained*</b>	See amount mentioned in the Special Provisions.
<b>Physical injury to the driver</b>	• €152,000 or €305,000
<b>Employer Indemnity</b>	
<b>Damage sustained by others</b>	
Motor civil liability (Physical injury, material damage, legal and amicable defence)	Physical injury: unlimited • Other damage: €100,000,000 - including material damage resulting from a fire or an explosion, with the exception of vehicles requiring C, D and E licences: €1,500,000. - including material damage resulting from environmental damage: €1,500,000.
Non-motor civil liability	€7,500,000 per claim.
	€150,000 per claim.
	€3,000 per claim.
<b>Legal defence and recourse</b>	See General Provisions

### The excesses

The excess is the portion of the indemnifiable damage for which you remain responsible. Its amount is indicated in the Special and/or General Provisions. If the accident affects both the tractor unit and its trailer or caravan, only the highest excess applies to the insured unit.

### The territorial limits

The cover taken out operates in the following countries:

- In mainland France and in the other countries mentioned on the green card and the code letter of which is not crossed out, for the duration of validity of this card. Our cover also



operates in the following territories and principalities: Gibraltar, the Channel Islands, the Faroe Islands, the Isle of Man, Liechtenstein, Monaco, San Marino, the Holy See (Vatican).

- The Own Damage cover also operates during transport between the above-mentioned countries (including between French departments and territories).
- The “Legal or Amicable Recourse” cover operates in France, Andorra, the Principality of Monaco, Switzerland and the member countries of the European Union.
- The “Acts of terrorism and sabotage, civil commotion and riots” cover only operates if the peril\* occurs in France.

## The uses which may be permitted

### **A – Requirements of the Company**

The insured vehicle\* is used for the requirements of the company, for personal or business travel excluding business rounds, regular visits to clients and any transport, for payment, of goods belonging to third parties, or passengers.

### **B - Regular visits to clients (all travel)**

The insured vehicle\* is used for private or business travel, including business rounds or regular visits to clients, excluding any transport, for payment, of goods belonging to third parties, or passengers.

### **C – Self-employed craftsman / Trader**

You operate exclusively as a trader registered in the trade registry, taking an active part in the operation of your business, or as a self-employed craftsman registered in the directory of trades, taking an active part in the manual work of your job.

The insured vehicle\* is used for private or business travel excluding any transport, for payment, of goods belonging to third parties or passengers.

### **D – Agricultural enterprise**

The insured vehicle\* is used by an agricultural enterprise affiliated to the Mutualité Sociale Agricole (Mutual Agricultural Fund), for private or business travel excluding any transport, for payment, of goods belonging to third parties or passengers.

### **E –Public transport of goods**

The insured vehicle\* is used for the Public Transport of Goods excluding any transport, for payment, of passengers and excluding any transport of hazardous materials, unless specifically mentioned in the Special Provisions.

### **F – Public transport of passengers**

The insured vehicle\* is used for the remunerated transport of persons, and consequently, baggage and goods.

The number of seats mentioned in the Special Provisions conforms to that indicated on the purple card of the vehicle.

### **G – Rent**

The vehicle registered in your name is intended to be rented to third parties, without a driver, for private or business travel, excluding any transport, for payment, of goods or passengers.

### **H – Public transport of goods for a single third party**

The insured vehicle\* is used for the Public Transport of Goods on behalf of a single third party named in the Special Provisions, other than a haulier, excluding any transport, for payment, of passengers.

**You are insured only for the uses mentioned in the Special Provisions**

## FR 0601 Damage sustained by the vehicle

### Accidents not involving liability, involving another vehicle

#### What we cover

The material damage caused to the insured vehicle\*, resulting from a traffic accident involving at least one other vehicle, even if none of the Own Damage or Collision Damage cover is taken out, on condition that the proof of the involvement of the third party is provided.

#### What is excluded

The damage and accidents mentioned in the “Motor Civil Liability” exclusions.

### Own damage

#### What we cover

The damage caused to the insured vehicle\* and its accessories\*, by one of the following perils\*:

- Collision with a fixed or mobile object.
- Vandalism.

The cover is extended to the damage sustained by the insured trailer following breaking of a chassis, axle, wheel or breaking of a coupling.

#### What is excluded

- Damage resulting from a Theft or a Fire.
- Damage due exclusively to a collision between the vehicle and what it is carrying.

### Collision damage

#### What we cover

The damage caused to the insured vehicle\* and its accessories\* by one of the following perils\* occurring outside the garages, sheds or properties that you occupy:

- **Collision with an identified pedestrian.**
- **Collision with all or part of a vehicle or with a domestic animal, both belonging to a duly identified person**

#### What is excluded

Damage resulting from a Theft or a Fire.

### Fire

#### What we cover

1. The damage caused to the insured vehicle\* and to its accessories\* resulting from fire, explosion, spontaneous combustion or lightning strike.
2. The damage occurring to the electronic components, electrical devices, resulting solely from their functioning for a period of 5 years after the first year the vehicle is put on the road. If the maximum laden weight of the insured vehicle\* exceeds 3.5 tonnes, the amount of this cover operates up to €760 per annum.
3. The costs of extinguishing and salvaging the vehicle.

### **What is excluded**

**Damage resulting from a Theft.**

## **Theft**

### **What we cover**

The damage resulting from the disappearance or deterioration, following theft or attempted theft of the insured vehicle\*, of its parts (including the necessary replacement of undamaged lock cylinders) and its accessories\*.

- With break-in to the locking mechanism of the insured vehicle\* (to the starting mechanism or to the immobilization system if it concerns a 2-wheeled motor vehicle).
- Without this break-in:  
inside a private garage with break-in to the locking mechanism of this garage, with aggression or in case of force majeure, with theft of the keys of the vehicle using aggression or break-in to the area where they are kept (the door lock cylinders will be indemnified in the absence of theft of the vehicle).

The parts of the vehicle and the externally affixed accessories are also covered.

If the theft of the vehicle occurs for one of the following reasons:

The doors and sun-roof are not completely closed and locked, the private garage is not completely closed and locked, the ignition **or** locking keys are inside, on the vehicle or were stolen without break-in, the compensation for the vehicle and its accessories\* is reduced by half.

- The vouched costs incurred with our agreement for recovering the stolen vehicle.

### **What is excluded**

**Thefts committed by the agents or family members of the Insured Party\* or with their complicity.**

### **Preventive measure**

If, at the time of the loss, you cannot prove the existence:

- of a factory-installed SRA approved anti-theft system or one installed by a professional, if the insured vehicle\* is a four-wheeled vehicle (except commercial vehicles) of a maximum laden weight less than 3.5 tonnes,
- or a mechanical anti-theft device if the insured vehicle\* is a 2-wheeled vehicle,

the cover will not apply to you. However, you have a time limit of one month following the entry into effect of the cover for installation of this anti-theft device. Any theft claim occurring during this time limit and involving a vehicle not fitted at the date of the loss will be indemnified subject to deduction of an excess equal to double the theft excess mentioned in the Special Provisions or €300 if no theft excess is mentioned in the Special Provisions.

## **Glass breakage**

### **What we cover**

1. The damage caused:

- To the windscreen, side window panels, and rear window.
- To the headlight lenses and rear lights.
- To the “glass roofs” in glass or translucent materials.

2. Damage to rear-view mirrors.

## **Automatic cover**

If you have taken out one of the “Own Damage”, “Collision Damage”, “Glass Breakage”, “Theft” or “Fire” covers, the following extended coverage is automatically granted to you following a peril\* activating these covers.

## **Major perils**

### **Natural disasters**

We cover the pecuniary compensation for direct damage sustained by the insured vehicle\* covered by the present contract, having had as its initiating cause the abnormal intensity of a natural phenomenon.

The cover can only be applied after publication in the Official Journal of the French Republic of a ministerial order having recorded the Natural Disaster status.

The cover includes the cost of direct material damage sustained by the insured vehicle\* up to its value fixed in the contract and within the limits and conditions provided for by the contract at the time of the first appearance of the risk.

You will remain responsible for a part of the compensation due after a claim.

You cannot take out any insurance for the portion of the risk constituted by this excess. The excess applicable is that fixed by the “Natural Disasters” regulations in force.

### **Forces of nature**

We\* cover the pecuniary compensation for direct damage sustained by the insured vehicle\* covered by the present contract having had as a cause one of the following perils\* on condition that it does not give rise to a natural disaster order: flooding and high water, rock fall, snow fall from roofs, fall of stones, landslide, avalanche, hail, storm\*, hurricane\*, cyclone\*, excluding any other cataclysm.

The applicable excess is the one fixed by the “Natural Disasters” regulations in force.

### **Acts of terrorism and sabotage, civil commotion and riots, attacks**

We\* cover the direct material damage caused to the insured vehicle\* covered by the present contract, by acts of terrorism and sabotage, civil commotion and riots.

## **Costs**

### **Towing costs**

If the insured vehicle\* is a vehicle of less than 3.5 tonnes, we reimburse, on ratification by an assessor, in case of damage covered, and on presentation of the paid invoice, the cost of towing from the location of the peril\* to the nearest place of repair or to the one indicated by us.

This cover is limited to accidents occurring in mainland France, in the Principality of Monaco, or abroad in a maximum radius of 50 kilometres from the French border. It is not applicable in case of “Glass Breakage”.

The following cover applies to you whatever cover is taken out.

### **Assistance to road accident victims**

We refund the costs of cleaning and restoring the interior fittings of the 4-wheeled insured vehicle\* and the clothing of the driver and passengers carried, when these costs are the result of damage arising from the voluntary transporting of a person injured in a road traffic accident.

### **Exclusions common to the cover for damage sustained by the vehicle**

- 1. Damage caused by an earthquake.**
- 2. Damage sustained by the vehicle when the Insured Party\* cannot produce a registration certificate in accordance with the regulations in force at the time of the loss.**
- 3. Unless otherwise stipulated in the Special Provisions, the damage sustained by the vehicle and its content when it is carrying explosives and combustible, explosive, corrosive materials or oxidizing substances, if this damage was caused or aggravated by the said materials. This exclusion does not apply to the transport of oils, mineral oils or similar products the quantities of which do not exceed 500 kilos or 600 litres, including the quantity of liquid or gaseous fuel necessary for the operation of the engine Unless there is publication of an inter ministerial order recording a Natural Disaster status.**
- 4. Damage occurring on the sites of trials, races or competitions and / or the Insured Party\* is participating as a competitor in trials, races or competitions (or their tests) .**
- 5. Damage to the vehicle contents: silver, jewellery, furs, securities, cash, cheque books, credit cards, stocks, objects d'art or collector's items, documents, goods intended for sale.**
- 6. Damage when the driver has not reached the required age or does not have the valid (neither suspended nor expired) certificates\* (circulation permit or driving licence), required by the regulations in force for driving the vehicle, even if the driver is taking a driving lesson or is assisted by a person who holds a licence that is in order, except in case of theft, violence or use of the vehicle without the knowledge of the Insured Party or the authorised driver.**
- 7. Damage caused when the vehicle is carrying sources of ionizing radiation intended to be used outside a nuclear installation if the said sources would have caused or aggravated the accident.**
- 8. Loss of use of or depreciation of the vehicle.**
- 9. Damage resulting from the operation of the vehicle as construction plant or equipment.**
- 10. Damage caused to agricultural and forestry vehicles resulting from the absorption of foreign bodies, unless the "absorption of foreign bodies" cover is taken out.**
- 11. Damage to the tyres of agricultural and forestry vehicles, unless the "damage to tyres" cover is taken out.**
- 12. Damage sustained by the insured vehicle\* when the vehicle is driven by a driver not having the capacity of agent of the Insured Party and being under the influence of alcohol as defined by the regulations in force at the time of the accident or having taken narcotics banned by the regulations in force at the time of the accident, unless the accident is unrelated to this condition**

### **Excess**

When the insured vehicle\* is driven by an agent of the Insured Party\* under the influence of alcohol as defined by the regulations in force at the time of the accident or having taken narcotics banned by the regulations in force at the time of the accident, we will apply to the cover for "Damage Sustained by the Vehicle", an excess equal to double the excess provided for in the Special Provisions, or an excess of €600 if no excess is provided for in the Special Provisions

## Optional Cover - FR 0602 Physical injury sustained by the driver

### What we cover

The physical injury to the driver of the insured vehicle\*.

### Field of application

The indemnifiable losses are as follows:

#### 1. In case of injuries:

- total temporary incapacity\*, i.e. the interruption of professional activity, linked to a traffic accident covered, prescribed medically,
- total or partial permanent incapacity\*, i.e. the physiological defect and economic effect which remain after consolidation when the condition of the victim has stabilised,
- the medical, pharmaceutical, hospitalisation costs, as well as the prosthesis and third party costs,
- the pain and suffering (pretium doloris),
- aesthetic damage.

#### 2. In case of death:

- total temporary incapacity\* and the reimbursement of medical expenses incurred before the death,
- the funeral expenses,
- the emotional distress and economic loss of the beneficiaries (spouse, descendants, ascendants, collaterals, recognised cohabitee, partner bound by a PACS [Civil Solidarity Pact]).

### Conditions of activation of the cover

- The compensation is calculated in accordance with the rules of common law.
- If the insured vehicle\* is a two-wheeled vehicle, an excess of 15% will be applied as follows in case of permanent incapacity\*:
  - if the permanent incapacity\* is less than the rate of the excess, we will not pay any compensation for injuries,
  - if the permanent incapacity\* is greater than or equal to this rate, we compensate fully within the limit of the amount insured.
- The compensation of the victim or of the beneficiaries comes after deduction of the debts of social welfare bodies and the employer.
- If the driver has a total or partial right of recourse in application of the common law rules of civil liability, an advance on the compensation due by the liable third party will be made and subrogatory recourse will be exercised against this third party.

### What is excluded

The physical injuries to the driver who:

1. has not reached the required age or who does not have the valid certificates required by the regulations in force for driving the vehicle;
  2. at the time of the accident, was driving under the influence of alcohol as defined by the legislation in force or of drugs not medically prescribed, unless the accident is unrelated to this condition;
  3. is participating as a competitor in trials, races or competitions (or their tests);
4. is driving in a place not covered by the Highway Code;
5. is not authorised to drive the Insured Vehicle\*.



## Optional Cover - FR 0602A Employer Indemnity

### What we cover

Payment of the defined benefit to the Insured\* following an Insured Event\*\*

### Field of application

The defined benefit payable:

1. Following an Insured Event\*\* sustained by the employee of the Insured\* not resulting in death is:
  - Compensation of the financial loss sustained by the Insured and caused by the absence of the employee up to a maximum of €250 per day of absence of the employee limited to a maximum of €11,250 per employee per insurance period.
2. Following an Insured Event\*\* sustained by the employee of the Insured\* resulting in death:
  - the Insurer will pay the daily benefit up to a maximum of 45 days benefit per employee.

### Conditions of activation of the cover

- “FR 0602 Physical Injury sustained by the driver” cover is in force.
- Receipt of a valid medical certificate indicating that the employee's absence is the result of the Insured Event\*\*.
- The defined benefit is payable to the insured\* following a 2 day franchise
- The compensation is calculated in accordance with the rules of common law.

### Definitions Specific to FR0602A Employer Indemnity

- The Insured\* is the employer of the driver or passenger of the insured vehicle
- The Insured Event\*\* is, following an accident involving the insured vehicle:
  - i. any physical injury loss covered in Section “FR 0602 Physical injury sustained by the driver” to an employee of the Insured\* when such employee is a driver or passenger of the insured vehicle resulting in certified absence from employment; or
  - ii. death of an employee of the Insured\* when such employee is a driver or a passenger of the insured vehicle.

### What is excluded

**IN CASE OF AN INSURED EVENT\*\*, NO BENEFIT SHALL BE PAID TO THE INSURED\* IF THE DRIVER:**

1. **has not reached the required age or does not have the valid permit, certificate or any other legal authorisation required to drive in the Country in which the Insured Event\*\* occurs;**
2. **at the time of the Insured Event\*\*, was driving with a blood alcohol content above the legal limit or under the influence of drugs banned by the Legislation applicable at the time of the Insured Event\*\*;**
3. **At the time of the Insured Event\*\* is participating as a competitor in trials, races or competitions (or their tests);**
4. **is driving in a place where the French *Code De La Route*, or its equivalent if the Insured Event\*\* does not occur in France, does not apply;**
5. **is not authorised to drive the insured vehicle by the Insured\*.**



## FR 0603 Damage sustained by others

### Civil Liability

This cover – of which the Insured Party\* is beneficiary – is aimed at satisfying the insurance obligation regarding the driving of land motor vehicles provided for by articles L 211-1 to L 211-8 of the Insurance Code. Its purpose is the compensation of victims and their beneficiaries.

### What we cover

#### Compulsory cover

- **The pecuniary consequences of your Civil Liability when the insured vehicle\* causes physical injuries and material damage to others following:**
  - a traffic accident, a fire or an explosion;
  - the falling of accessories, products, objects or substances he is carrying or which are carried in trailers or semi-trailers.
- **The pecuniary consequences of your Civil Liability having regard to the persons carried in the insured vehicle\*, solely for the bodily injuries caused to them.**
- **Damage which the vehicle may cause to others if it is used without the knowledge of the authorised driver or following a theft or violence, even by a person having neither the required age nor the certificates needed for driving a motor vehicle.**

#### Additional cover

As an extension to the legal framework, we also cover:

- The pecuniary consequences of your Civil Liability arising from damage caused by the insured four-wheeled vehicle\*, when it occasionally tows another broken-down vehicle or when, it being broken down, it is towed by another vehicle, the damage sustained by these other vehicles not however being covered.
- The pecuniary consequences of the personal Liability of the owner of the vehicle arising from the damage caused to the authorised driver, other than the Policy Holder\*, the owner of the vehicle or their agents, in case of accident resulting from a maintenance fault or defect of the vehicle.
- The pecuniary consequences of your Civil Liability in the case of the child of the authorised driver driving without his knowledge, even if the former does not have the required age or does not have the valid driving licence required by the regulations in force, on condition that, in the latter instance, at the time of the accident, he has not exceeded by more than 6 months the minimum age required for obtaining it.

#### Excesses

If the insured vehicle\* is driven by a learner driver at the time of the accident, i.e. by a person holding a driving license for less than three years, we will apply to the “Civil Liability” cover an excess of €600, applicable including to possible costs of proceedings, discharge and other settlement costs. This excess is not applicable when the driver is an agent of the Insured Party\*.

If the insured vehicle\* is driven by a driver under the influence of alcohol as defined by the regulations in force at the time of the accident or having taken drugs banned by the regulations in force at the time of the accident (unless the accident is unrelated to this condition), we will apply an excess of €600, applicable including to possible costs of proceedings, discharge and other settlement expenses.

These excesses are not binding on the victims and the beneficiaries who will be compensated.

### **What is excluded**

#### **1. Damage sustained by:**

the driver of the vehicle (except in the conditions provided for by the cover for “Physical injury sustained by the driver”, if it is taken out);

- the perpetrators, co-perpetrators or accomplices in the theft and their beneficiaries, in case of theft of the vehicle;
- the people employed by or working for the Insured Party\*, on the occasion of a work accident. However, we cover the recourse taken against the Insured party\* by the victim working for the Insured party\*, his beneficiaries and/or Social Security, when this accident occurs on a road open to public traffic and the land vehicle is driven by the Insured party\*, one of his agents or a person belonging to the same company as the victim.

These exclusions do not apply to the recourse that Social Security is entitled to exercise against the Insured Party\* in view of accidents caused

- to the driver whose Social Security liability does not result from his relationship to the Insured party\*;
- to the agents of the Insured party\* in case of intentional wrong by another driver, agent of the Insured party\*;
- to the agents of the Insured party in case of inexcusable fault of the Insured party\* or of a person whom the Insured party\* substituted in the management of the Company.

**2. The damage occurring when the engine of the vehicle is used as a source of power to carry out works of whatever nature it may be.**

**3. The damage caused by the vehicle to buildings, things or animals leased or entrusted, in any capacity whatsoever to the driver, except damage from fire or explosion incurring the Civil Liability of the Insured party\*, caused to a building in which the insured vehicle\* is parked.**

**4. Damage caused to the goods and merchandise carried.**

The following exclusions are not binding on the victims and their beneficiaries. We will indemnify them and may exercise an action for reimbursement from the Insured party\*.

**5. Accidents which occur when the driver of the insured vehicle\* has not reached the required age or does not have the valid (neither suspended nor expired) certificates\* (circulation permit or driving licence), required by the regulations in force for driving the vehicle, even if the driver is taking a driving lesson or is assisted by a person who holds a licence that is in order, except in case of theft, violence or use of the vehicle without the knowledge of the Insured party\*.**

**6. Accidents which occur when the transport safety\* conditions (Article A 211-3 of the Insurance Code) have not been respected.**

The following three exclusions do not exempt the Insured party\* – under penalty of incurring the criminal sanctions provided for as a consequence of failure to have insurance (Article L 211-26) – from the obligation to take out Civil Liability cover, if, by virtue of his business activity and the use\* he makes of his vehicle, he needs to be covered for this type of risk

**7. Damage caused by the vehicle which is carrying sources of ionizing radiation intended to be used outside a nuclear installation.**

**8. Damage occurring during trials, races or competitions (or their tests) subject, by the regulations in force, to the prior authorisation from the Authorities.**

**9. Unless stated to the contrary in the Special Provisions, the damage caused by the vehicle when it is carrying combustible, explosive, or corrosive materials or oxidizing substances, if this damage was caused or aggravated by the said materials.**

This exclusion does not apply to the transport of oils, mineral oils or similar products the quantities of which do not exceed 500 kilos or 600 litres, including the quantity of liquid or gaseous fuel necessary for the operation of the engine.

## Non-motor Civil Liability

### What we cover

1. The pecuniary consequences of the civil liability of the Insured party\*, arising from the insured vehicle\* in the cases not provided for by the legal system of compensation of road traffic accident victims.
2. The recourse that Social Security may exercise against you for the injury caused to your spouse, your ascendants and descendants, whose liability to that organisation does not result from their relationship with you.

### What is excluded

The damage stipulated in the Motor Civil Liability chapter, “What is excluded” paragraph.

## Legal defence and recourse

### Legal or amicable defence

Your amicable or legal defence before a criminal court is provided for in accordance with the terms listed in the chapter “In case of loss” when you are faced with a dispute\* activating an insured liability or one that is likely so to be.

We advance the amount of the bail bond required, if necessary, by the local authorities in case of covered accident up to a maximum €6,500 per beneficiary.

The cover ceases to have effect when:

- the peril\* incurring your liability and for which you have entrusted us to cover your defence proves not to be covered,
- you intervene in the proceedings conducted by us, notably by appointing your own lawyer or counsel or by accepting any compromise or admission of liability outside our express and formal approval.

### Legal or amicable recourse.

### What we cover

When, following an accidental peril\* of the same nature as those covered under the “DAMAGE SUSTAINED BY OTHERS” cover, you are faced with a dispute\*, we take charge of your recourse either on an amicable basis, or before any competent court of law, with a view to obtaining compensation for the physical injuries or material damage sustained by you.

In the framework of the present cover, we provide you with the following services:

- Advice on the organisation of the appropriate means of protecting your interests and on the extent of your action options.
- Cover for legal assistance expenses, i.e.:
  - the origination fees of the proceedings such as the costs of the investigation or of the affidavit drawn up by a bailiff incurred with our prior and formal agreement;
  - the taxable costs of any representative of the law (bailiff, expert, lawyer, solicitor) whose intervention proves necessary in the framework of the proceedings

- the non-taxable costs and fees of a lawyer in accordance with one of the following methods:

1. **You choose to call on a lawyer of your choice or any other person qualified by the legislation in force;** in this case, you advance his costs and fees and we reimburse you on presentation of receipts, within the limits of the sums laid down in the “Maximum limits of compensation and excesses” table.  
**To be valid, you must keep us informed in detail of the progress of the proceedings.**
2. **You choose to use the lawyer that we recommend to you and retain for you:** we pay his costs and fees directly without you having to get involved.

**In the 2 cases above, you cannot dismiss the lawyer without having obtained our prior agreement.**

### What is excluded

#### 1. The disputes\*:

- relating to the areas and perils\* which are the subject of an exclusion or an absence of cover in the “DAMAGE SUSTAINED BY OTHERS” chapter;
- the origin of which (harmful event or accident) is prior to the entry into effect of the contract;
- the amount of which is less than €275;
- for which you have undertaken legal proceedings before obtaining our agreement.

#### 2. The disputes\* which may arise between you and LeasePlan Insurance, notably regarding the assessment of damages covered under the present contract.

**The present cover never extends to the principle, interest or damages, the expenses within the meaning of the provisions of articles 695 and following of the New Code of Civil Procedure, the orders under article 700 of the same code and of article 475-1 of the Code of Criminal Procedure.**

The provisions of article 5 of the law no. 89-1014 of 31st December 1989 relating to Legal Protection insurance are applicable to the present chapter (article L 127-1 of the Insurance Code). Therefore, the handling of claims is delegated by us to the specialist services of Europeenne de Protection Juridique, at 7 boulevard Haussmann - 75442 PARIS Cedex 09.

### **Maximum limits of compensation and excesses**

Benefits	Maximum amount of compensation per dispute*
Overall maximum amount per dispute* including legal fees in: <ul style="list-style-type: none"> <li>• Summary proceedings</li> <li>• Assistance with a procedural measure</li> <li>• Administrative Commission or application to same for reconsideration of decision</li> </ul>	€8,000 per claim €220 per hearing or intervention
First instance	€460 per hearing
Appeal	€600 per hearing
Court of Cassation – Council of State	€1,300 per appeal or recourse
Compromise conducted from start to finish	€460 per compromise

### **What are your obligations?**

In case of the occurrence of a peril\* likely to give rise to our cover, you must:

- inform us of it as quickly as possible,

- provide us, without restriction or reservation, with all the documents relating to the dispute\*, as well as all the items of proof and information necessary for handling the file.

Failing this, we will be released from any obligation of legal protection towards you.

On the other hand, if at the end of the proceedings, the opposing party is ordered to pay the costs of the proceedings or if you obtain compensation in application of the provisions of article 700 of the New Code of Civil Procedure or of article 475-1 of the Code of Criminal Procedure you undertake to repay to us the amount within the limit of the sums set out under the cover

### **Arbitration procedure**

In case of disagreement between you and us on the opportunity to compromise, to enter into or pursue legal proceedings, we undertake to participate, at your request, in conciliation.

In the absence of agreement between us, the conciliator is appointed by the President of the Regional Court in your domicile ruling in summary proceedings. The costs incurred for implementing this option are our responsibility, on condition that the President of the Regional Court does not decide otherwise when you have wrongfully used this option.

If, despite the unfavourable opinion of the conciliator, you undertake or pursue proceedings at your expense and you obtain a more favourable solution, we indemnify you for the costs incurred for this action, within the limit of the cover.

### **Conflicts of interest**

In accordance with the provisions of article L 127-3 of the Insurance Code, and within the limits of the cover, you have the option of choosing a lawyer or a qualified person to assist you if a clear conflict of interest arises between you and us on the occasion of the activation of the cover.

Moreover, the cases of disagreement on the steps to be taken to settle the dispute\* are always resolved in accordance with the terms provided for in the "Arbitration Procedure" paragraph

### **Optional extended cover**

The following extended cover only applies if it is mentioned in the Special Provisions.

#### **Interior fittings**

If taken out, the cover for "Damage sustained by the insured vehicle\*" is extended to the fixed, interior equipment and fittings necessary for exercising your activity, on condition that they are damaged or stolen with the vehicle.

The present extension of cover is granted up to the amount fixed in the Special Provisions.

#### **Compensation for loss of use**

In case of loss of use of the vehicle resulting from one of the perils\* covered by one of the covers for "Damage sustained by the insured vehicle\*", if it is taken out, we cover the payment of compensation

on presentation of a rental invoice drawn up by a person in the motor trade, relating to the period of loss of use.

The compensation is capped at €46 per day. The compensation period, after deduction of an excess of 3 days applicable except if the vehicle is a total loss\*, cannot exceed either the duration of non-availability of the vehicle, on ratification by an assessor, or a maximum of 30 days

## **FR 0604**

### **Contents and non-standard accessories**

If it is taken out, the cover for “Damage sustained by the vehicle” is extended to its contents (limited to your clothing and personal items as well as to those of the persons carried in the insured vehicle\*) and to the “non-standard”\* accessories.

In case of theft of this clothing, items or accessories without theft of the insured vehicle\*, we will apply an excess limited to 20% of the amount of the damage covered without exceeding the “Theft” excess of the insured vehicle\*.

The present extension of cover is granted up to the amount set in the Special Provisions. We do not cover the theft of car radios from convertible vehicles.

### **Compensation for early termination (insured vehicle\* acquired by leasing, long-term lease or lease with an option to buy)**

In case of total loss\* of the insured vehicle\* resulting from one of the perils\* covered by one of the covers for “Damage sustained by the vehicle”, when it is taken out, we pay the owner the early termination compensation owed by the Insured party\* and provided for in the financing contract.

### **Use of the vehicle on privately-owned land**

The cover taken out is limited to the use of the insured vehicle\* in a place of which you are the owner or tenant.

## **FR 0605**

### **Agreed value**

In case of total loss\* of the insured vehicle\* occurring during the 12 month period following the delivery date of the new vehicle by a person in the motor trade to the first holder of the vehicle registration certificate, we indemnify the purchase value in accordance with the original invoice. As an extension to the chapter “in case of accident: compensation for damage sustained by the vehicle”, over 12 months old, we indemnify on the basis of the purchase value in accordance with the original invoice reduced by the lump-sum of 1% per month of age from the delivery date of the new vehicle by the person in the motor trade to the first registered owner.

We guarantee you compensation 20% greater than the one arising from the Argus general conditions.

Also reimbursed are the costs of delivery, tax disc and vehicle registration certificate of the replacement vehicle covered with our Company.



Over 60 months old, the above scale is no longer applicable and the value is ratified by an assessor.

This cover is only granted for vehicles the maximum laden weight of which does not exceed 3.5 tonnes.

### **Towed equipment**

When they are taken out, the cover for “Damage sustained by the vehicle” and “Damage sustained by others” cover are extended to the damage caused and/or sustained by the trailers, semi-trailers, machines and instruments intended for agricultural or ploughing use and coupled to the insured vehicle\*.

In case of damage sustained by the insured vehicle\*, the present extension of cover is applied up to the amount laid down in the Special Provisions.

### **Absorption of foreign bodies**

When it is taken out, the “Own Damage” cover is extended to the material damage caused to agricultural and forestry equipment resulting from the absorption of foreign bodies.

**Besides the exclusions mentioned elsewhere in the present General Provisions, we do not cover:**

- **the cutting equipment, transmission belts or chains, tanks;**
- **damage resulting from not using the safety devices provided for by the manufacturer.**

### **Damage to the tyres**

When it is taken out, the cover for “Damage sustained by the vehicle” applies for the material damage caused only to the tyres of agricultural and forestry equipment even if it results from bursting, up to €6,000.

**Besides the exclusions mentioned elsewhere in the present General Provisions, we do not cover the damage to tyres the wear rate of which is greater than 50%.**

### **Transport of combustible materials: fuel oil and mazut**

The cover taken out applies for damage caused by the vehicle, and/or sustained by the vehicle when it is used for carrying fuel oil and/or mazut, excluding any other explosive or combustible material.

You declare that the vehicle is fitted with two extinguishers bearing the reference NFMIH (French Standard for Approved Fire-fighting Equipment) that you undertake to maintain in good working order.

### **Transport of explosive and combustible materials other than fuel oil and mazut**

The cover taken out applies for the damage caused by the vehicle, and/or sustained by the vehicle when it is used for carrying explosive or combustible materials named in the Special Provisions.

You declare that the vehicle is fitted with two extinguishers bearing the reference NFMIH (French Standard for Approved Fire-fighting Equipment) that you undertake to maintain in good working order.

## **Costs of towing – lifting –repair**

On ratification by an assessor and on presentation of the paid invoice, we\* reimburse the cost of lifting, repair or towing from the place of the accident to the nearest repair location. This refund is limited, per claim, to €3,000 all tax included. Under no circumstances may it be added to any other compensation for breakdown or loss of use provided for in the contract.

## **Operating Civil Liability**

We cover the damage occurring when the insured vehicle\*, fitted to carry out work or activities of an industrial, commercial, agricultural or forestry nature, operates as a tool.

The present cover is granted up to:

- €7,000,000 per claim for physical injuries;
- €460,000 per claim for the material damage and consequential loss, subject to a deduction of an excess of 10% of the amount of damages, with a minimum of €460 and a maximum of €1,600 per claim.

**Besides the cases mentioned in the Damage sustained by others cover and the cases mentioned in the common exclusions, the damage resulting from Civil Engineering or building construction activities mentioned in articles 1792 to 1792-6 of the Civil Code is excluded.**



## **Exclusions common to all the cover**

- 1. The damage caused intentionally by the Insured party\* or at his instigation, subject to the provisions of article L 121-2 of the Insurance Code.**
- 2. The damage or aggravation of the damage caused by weapons or devices intended to explode by structure modification of the atomic nucleus or by any nuclear fuel, radio-active waste or product or by any other source of ionizing radiation and which incurs the exclusive liability of a nuclear facility operator.**
- 3. The fines and sums paid to the reporting officers.**
- 4. The sums paid in application of the legislation of the country where the accident occurred, as tax or customs duties or similar.**
- 5. The damage caused by civil war, by foreign war.**

In Addition, the following vehicles and / or situations are explicitly excluded from acceptance and under this Agreement:-

- Vehicles that move along rails or fixed line;
- Vehicles not running on terra firma;
- Vehicles which are used for the carriage of passengers for hire or reward;
- Vehicles which are predominantly used on aviation platforms;
- Vehicles taking part in racing and / or speed tests;
- Vehicles which are used solely for the carriage of liquid petroleum, gas, explosives, chemicals and / or toxic waste;
- Any liability in respect of contractor's plant and equipment not on a public highway;
- Nuclear Energy risks;
- Losses arising directly or indirectly out of war, terrorism, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation of nationalism or requisition or destruction of or damage to property by or under the order of any Government or public or local authority, strike, riot and civil commotion;
- Vehicles used for military activities

## In case of loss

### What must be done

#### The time limits for informing us of the loss

**In case of theft:** 2 working days from the time you become aware of it.

**In case of natural disaster:** 10 days following the publication in the Official Journal of the interministerial Order recording this peril.

**For the other perils\* covered:** 5 working days from the time you become aware of them. Moreover, in case of civil commotion, riots, acts of terrorism or sabotage and attacks, you undertake to complete, with the authorities, within the statutory time limits, the steps relating to the compensation provided for by the legislation in force.

#### In accordance with what methods?

Either in writing, or by a verbal declaration against receipt to the registered office or to the representative of the Company named in the Special Provisions

#### The information to be given to us and the steps to be taken

##### 1. Supply us with all the information on the causes and circumstances of the accident as well as the known or presumed consequences:

- The name and address of the person who was driving the insured vehicle\* at the time of the accident, the names and addresses of the injured parties and, of the witnesses, if there are any.
- All opinions, letters, notices, summons, extrajudicial documents and procedural documents which would be sent to you, so that we may respond to them.

**2. In case of Damage sustained by the insured vehicle\***, indicate to us the place where we may inspect this damage; if the insured vehicle\* is a four-wheeled vehicle of a maximum laden weight not exceeding 3.5 tonnes or a two-wheeled vehicle, and you leave it in a LeasePlan Insurance approved garage recommended by your intermediary, you will benefit from the following advantages: interior and exterior cleaning of the vehicle, checking of the levels, tyres, lighting, repairs guaranteed for 2 years.

##### 3. Assessor's inspection

- This is carried out by us in a maximum time limit of 10 days from the declaration, for any damage greater than €300 and obligatorily done before the start of any repairs:
  - in a LeasePlan Insurance approved\* garage an assessment by photo without a meeting may be carried out reducing the loss of use time of the insured vehicle\*,
  - in an unapproved garage, the assessor's inspection will be carried out on site.
- If the damage is less than or equal to €300, the assessor's inspection is not obligatory: you may undertake the repairs without verification.
- Proof of the expenses incurred must be sent to us.

4. **In the case of damage caused to the vehicle during its transport by air or sea, notify it** to the carrier or to the third party, by any legal means.
5. **In case of theft of the vehicle:**
  - immediately notify the local Police Authorities;
  - notify the Prefecture who issued you with the vehicle circulation declaration receipt;
  - lodge a complaint at the Public Prosecutor's Office if we ask you to;
  - where necessary, inform us of the discovery of the vehicle as soon as you become aware of it.
6. **In case of Physical Injury sustained by the driver**, send us a certificate issued by the doctor who provided the initial care, with indication of the nature of the injuries and their expected development.

**All the obligations defined in this paragraph have as their purpose the preservation of our reciprocal rights. If you do not respect them and because of this, we suffer a loss, we may claim from you compensation equal to the loss sustained.**

**Moreover, if you use fraudulent means or if you make inaccurate declarations or intentionally withhold information, the cover will not apply to you.**

### **Compensation for damage sustained by the insured vehicle\***

#### **Assessment of damage**

The damage is assessed by mutual agreement in accordance with the Special Provisions of your contract on the following bases:

- In case of total loss\* of a vehicle occurring during the period of 12 months (6 months for a 2-wheeled motor vehicle) following the delivery date of the new vehicle by a person in the motor trade to the first holder of the vehicle registration certificate, we pay you the purchase value of the vehicle in accordance with the original purchase invoice. Also reimbursed are the costs of delivery, tax disc, and vehicle registration certificate of the replacement vehicle covered with our company.
- In the other cases, the cover applies to the cost of the repair or replacement of the damaged parts in accordance with the amount set by the assessor, without the payment being able to exceed the replacement value\* of the vehicle.
- In case of collision with an identified third party, the refund of repair costs applies even for the part of these expenses exceeding the replacement value\* of the vehicle, however without the compensation for all of the repairs being able to exceed €760.
- This provision applies to four-wheeled motor vehicles the maximum laden weight of which does not exceed 3.5 tonnes and to two-wheeled vehicles the cubic capacity of which is greater than or equal to 125 cm<sup>3</sup>.

The compensation for the damage is subject to a deduction of VAT if it can be recovered and after deduction of the excess possibly provided for in the Special Provisions.

#### **Insured vehicle\* in total loss, acquired by leasing, long-term lease or lease with an option to buy**

When the "early termination compensation" cover is not taken out, we pay the value of the vehicle, on ratification by an assessor.

If the value ratified by an assessor is greater than the early termination compensation, the surplus goes back to the lessee Insured party.

This surplus, calculated in relation to the value of the vehicle (replacement value\* or agreed value) is assessed inclusive of tax if the Insured party\* does not recover the VAT, excluding VAT in the opposite case.

The cover excess concerned applies to the settlement.

## **Compensation for physical injury sustained by the driver**

### **Assessment of damage**

We reserve the right to have **the** victim examined, at our expense, by a doctor of our choice, every time that this is necessary in order to assess damages

### **Application of the cover**

Our cover is initiated by the harmful event: we cover the pecuniary consequences of any loss from "Damage sustained by others" if the covered fact which caused the damage occurred between the date of initial entry into effect of the cover and its cancellation or expiry date, whatever the date of the other constituent elements of the loss.

### **Compromise – admission of liability – assessment of damages**

Within the limit of our cover, we come to an agreement with the victim or his insurer, determine and assess with them the liabilities and damages. **Any admission of liability, or compromise that you accept without our agreement, is not binding on us.** However, acceptance of the materiality of the facts is not considered as an admission of liability, as well as the sole fact of having procured emergency assistance for a victim, when it involves an act of assistance that any person has the moral duty to carry out.

## **Proceedings**

- 1. In case of legal proceedings concerning a liability covered by the present contract, we alone take on your defence and the handling of the proceedings, however:**
  - you may join in our action if you prove a personal interest for which we are not taking responsibility,
  - the fact of provisionally providing your defence cannot be interpreted as an acknowledgement of cover.
- 2. We may freely exercise all methods of recourse on your behalf, except before the criminal courts where we will request your prior agreement. However, if the dispute only concerns civil interests and you refuse the means of redress envisaged, we may claim from you compensation equal to the amount of the loss sustained.**
- 3. Cover ceases to apply as soon as you intervene in the proceedings conducted by us, notably by appointing your own lawyer or counsel or by accepting any compromise or admission of liability outside of our express and formal approval.**
- 4. We take charge of all of the costs of the proceedings, discharge and other settlement costs, except in case of an order greater than the amount of the cover. In that case, we will apportion the costs in proportion to our respective orders.**

## Safeguarding the rights of the victims

Not enforceable against the victims and their beneficiaries are:

- the excesses provided for in your Special Provisions;
- forfeitures, with the exception of the proper suspension of the cover for non-payment of premium;
- the reduction in the compensation in case of inaccurate or incomplete declaration of the risk (Article L 113-9 of the Insurance Code);
- the non-enforceable exclusions mentioned in the chapter on “DAMAGE SUSTAINED BY OTHERS”.

In the above cases, apart from the case of driving without the knowledge of the authorised driver by his child, a minor, we will proceed with the payment of the compensation on behalf of the liable Insured party\* and will exercise against the latter an action for repayment of all sums that we will have consequently paid or accumulated instead of him.

### **We are also obliged to present**

**- in a maximum time limit of eight months from the accident – to the victim who sustained physical injuries or to the spouse and/or heirs of the deceased victim, an offer of compensation such as provided for by articles 12 to 20 of the Law of 5th July 1985.**

## Compensation in annuity form

If the compensation allocated to a victim or his beneficiaries consists of an annuity and if an acquisition of securities is ordered to guarantee its payment, to constitute this guarantee, we will use the available part of the insured sum. If no special cover is ordered by a legal decision, the capital value of the annuity will be calculated in accordance with the rules applicable for the calculation of the actuarial reserve of this annuity. If this value is less than the sum available, the annuity is fully our responsibility.

## Provisions common to the claim

### **The settlement**

The amounts of the cover, as well as of the possible excess, are fixed in the General or Special Provisions.

The payment of the compensation will be made within the 15 days following our agreement or an enforceable legal decision, with the exception of the following cases:

#### **1. In case of theft**

- Subject to the above provision, the settlement can only be required after a time limit of 30 days from the declaration of the loss, if the vehicle has not been recovered within this time limit.

If the vehicle is recovered within this time limit, the owner must take it back: we then pay the damages and costs covered

- If the vehicle is recovered after the 30 day time limit, the owner may:
  - if the compensation has not yet been paid: either keep the vehicle and obtain the settlement of damage and costs covered, or relinquish the vehicle and request settlement of the compensation;

- if the compensation has already been paid: either recover the vehicle and repay to us the compensation paid less the damage and costs covered, or keep the compensation and leave us the vehicle.

## **2. In case of natural disaster:**

We pay the compensation due in a time limit of three months from:

- either the date at which you had sent us the estimated statement of damage sustained by the insured vehicle\*;
- or from the date of publication of the inter-ministerial order recording the natural disaster status, when this is later.

Failing this and except for unforeseeable circumstances or force majeure, at the expiry of this time limit, the compensation due to you bears interest at the legal rate.

### **Abrogation of the average condition**

We will not apply the average condition provided for in article L 121-5 of the insurance code.

### **In case of disagreement**

In case of disagreement between us relating to the amount of the compensation payable, the latter is assessed by means of an obligatory and amicable assessor's inspection, subject to our respective rights.

- Each of us chooses his assessor. In case of disagreement between them, they call on a third and all three operate together and with a majority of votes. In case of physical injury sustained by the driver, these assessors are necessarily doctors
- In the absence of one of us appointing an assessor or of the two assessors agreeing on the choice of the third, the appointment is made by the President of the Regional Court in the place where the loss occurred. This appointment is made on simple request signed by at least one of us, the one not having signed being notified of the assessor's inspection by registered letter.
- Each party takes responsibility for the expenses and fees of his assessor and, if necessary, half of those of the third one.

### **Subrogation**

By virtue of Article L 121-12 of the Insurance Code, we are subrogated, up to the amount of the compensation paid by us, in your rights and actions against the third parties responsible for the loss.

We are also subrogated in the rights that the victim and his beneficiaries have against the person responsible for the accident when the latter obtained custody of or drove the vehicle against the wishes of the Insured party\* or of the authorised driver.

**If, because of you, the subrogation can no longer operate in our favour, we will then be discharged from our obligations to you insofar as the subrogation would have been able to be exercised.**

## The life of the contract

### Formation - Duration -Cancellation

The contract is governed by the Insurance Code.

The contract enters into effect on the date indicated in the Special Provisions.

Unless otherwise agreed upon, the contract is entered into for a duration of one year. At expiry, it is automatically renewed from year to year, unless notice of termination is given by one or other of the parties, by registered letter, to be postmarked at least two months before the annual renewal date, (Article L 113-12).

### When and how is the contract cancelled?

You may cancel the contract either by registered letter, or by extrajudicial document, or by declaration made against a receipt, to the registered office or to the Representative of the Company the address of which is in the Special Provisions (Article L113-14).

The circumstances	The time limits
<b>Cancellation by one of us</b>	
In case of assignment of all of the insured vehicles*.	The cancellation takes effect 10 days after notification to the other party
Cancellation by you	See the chapter "Your declarations.
In case of decrease in the risk.	See the chapter "Your declarations.
In case of cancellation by us of one of your contracts after claim.	Within the month from notification of cancellation of the contract involving a claim.
In case of change of the insurance tariff applied to your contract, leading to a premium increase.	See the chapter The Premium.
<b>Cancellation by us</b>	
Non-payment of your premium.	See the chapter "The Premium.
Aggravation of risk.	See the chapter Your declarations.
Omission or inaccuracy in the declaration of risk made when taking out or during the contract.	10 days after dispatch of our registered letter, if you do not accept a premium increase.
After claim, if the latter results from driving under the influence of alcohol or even, from an offence having led to a licence suspension of at least one month or a decision to revoke the licence.	No time limit required
In this case, the right of the Policyholder* to cancel any other policy he would have taken out with our company is recognised	Within the month following notification of cancellation of the contract involving a claim.
<b>Other cases</b>	
If you are in administration, the contract may be cancelled by us, or by the administrator, or by you, when you are so authorized by the Official Receiver or the Liquidator	Within the 3 months from the date of the administration judgment or winding up by decision of the court
In case of transfer of ownership of all of the insured vehicles* by the heir in case of death	Failing this, the contract continues as a matter of law to the benefit of the new owner who alone remains bound by the premiums falling due from the time we were notified by registered letter of the transfer of ownership
In case of total loss of all of the insured vehicles*, resulting from a peril* not covered.	The contract is cancelled as a matter of law
In case of assignment of all of the insured vehicles*, in the case where one of us would not have cancelled or reinstated the suspended contract.	The contract is cancelled as a matter of law on the expiry of a time limit of 6 months from the assignment of all of the insured vehicles.
In case of total withdrawal of our approval	The contract is cancelled as a matter of law



## **Suspension as a matter of law**

In case of requisition of an insured vehicle\*, the cover is suspended as a matter of law with regard to that vehicle, the legislative provisions in force then being applicable.

## **Consequences of the cancellation**

In case of cancellation following the total loss of the insured vehicle\* occurring during an insurance period and resulting from a covered peril\*, the part of the premium corresponding to the cover which is exercised remains entirely ours.

On the other hand, the part of the premium corresponding to the cover not activated by the loss gives rise to refund for the period subsequent to the cancellation.

In case of cancellation for non-payment of your premium (Article L 113-3), we have the right to be paid the premium as compensation.

## **Change of ownership of the insured vehicles\***

### **1. Death**

In case of death of the owner of all the insured vehicles\*, the insurance is transferred as a matter of law to the person inheriting the vehicles, on condition that the latter fulfils all the obligations by which the deceased owner was bound under the present contract.

### **2. Assignment of a vehicle**

In case of assignment of a vehicle, the cover on that vehicle is suspended as a matter of law from the day after the day of the assignment, at zero hours.

## **Specific case: theft of an insured vehicle\***

In case of theft of a vehicle, the Civil Liability cover of that vehicle will cease to have effect on the expiry of a time limit of 30 days from the day of your declaration of theft to the police authorities or on the day of transfer of cover to a replacement vehicle.

However, the cover will continue to apply until the next annual renewal date, in the case where your liability would be sought for damage caused to a public work.

## **Your declarations**

The contract is drawn up in accordance with your declarations only and the premium is fixed as a result.

## **What must you declare to us?**

### **1. When taking out the policy:**

- your activity;
- the activity and the corporate name of your possible subsidiaries;
- information appearing on the vehicle registration certificate: make, model, type, engine rating, bodywork of the vehicle;
- value as new of the vehicle;
- possible alterations made to the engine or bodywork;



- use\* of the vehicle;
- location of the usual garage and, for representatives, business parks;
- addition of a sidecar to a motorcycle;
- pay load and dead weight (for commercial vehicles);
- overload of the vehicle (for commercial vehicles);
- driving of the vehicle by a person who obtained a driving licence within the last 3 years;
- contraventions and offences in relation to the driving of land motor vehicles\*, committed by the Policy holder\*, the holder of the vehicle registration certificate and the persons to whom the vehicle is usually entrusted and having led to their appearance before a criminal court or before a commission for revocation of driving licence;
- number and nature of claims occurring during the 36 months prior to taking out the policy;
- hazardous materials carried (combustibles, explosives or others).

## **2. During the contract:**

- if your premium is adjustable at the prorata, any movement which occurs in the composition of your fleet, i.e. any addition or removal of vehicle in the fleet covered, and this within a time limit of five days from the time you became aware of it ;
- any other change made to one of the items listed in the above paragraph, and this in a time limit of fifteen days from the time you became aware of it;
- any replacement of unavailable vehicle when the value as new and the engine rating of the rented or borrowed vehicle are greater than those of the unavailable vehicle, or when the replacement duration exceeds two consecutive weeks;
- any company takeover, acquisition or merger.

### **We must be informed of any change**

- If the change constitutes:
  - an aggravation of risk: we may either cancel the contract ten days after its notification, with return of the premium relating to the period during which the risk was not run, or offer you a new premium amount. In the latter case, if, in the time limit of 30 days from our offer, you have not followed it up or have expressly rejected it, at the end of this time limit, we may cancel the contract ;
  - a decrease in risk: we will decrease the premium as a consequence; in the absence of this decrease, you may cancel the contract by giving 30 days advance notice, and we will return the premium portion relating to the period during which the risk was not run.

## **3. When taking out or during the life of the contract:**

Any insurance taken out for the risks covered by the present contract (Article L 121-4 of the Insurance Code).

## **4. Additional provision in the case where the premium is adjustable at the half-difference:**

At each main renewal date, you must draw up a complete statement of your fleet including the exact characteristics of each vehicle as they appear on the vehicle registration certificate. This statement must be sent to us one month at most after the main renewal date.

If, at the expiry of this time limit, no declaration has been received by us, we may present you with a bill for an amount equal to the minimum premium or, failing this, to the premium previously paid, increased by 50%. If you do not pay this bill, we may suspend and cancel the contract in the conditions provided for in case of non-payment of the premium (Article L 113-3 of the Insurance Code).

## **5. Common provisions:**

At any time in the duration of the present contract and during the two years following its expiry or cancellation, we still have the right to have our agents or inspectors check your motor fleet, and the documents proving your declarations. Consequently, you are required to reply to any request from our agents or inspectors to enable them to carry out this check.

**Any reticence or intentionally false declaration, any omission or inaccurate declaration of the circumstances of the risk known to you, will enable us to put forward the penalties provided for in accordance with the cases in Articles L 113-8 (voiding of the contract) and L 113-9 (reduction of compensation) of the Insurance Code.**

### **Sale of a vehicle – Return of insurance documents**

In case of sale of one of your vehicles as well as in all the cases where your contract may be cancelled as a matter of law, it is your responsibility to return to us the insurance certificate that we issued to you as well as the green card.

### **Cover of an additional vehicle**

#### **Replacement vehicle**

We insure the replacement vehicle given to you by a motor repair professional, during the immobilization in his workshop of a 4-wheeled vehicle mentioned in the special provisions, in the same conditions as the latter. In case of accident, to benefit from this cover, you must send us the contractual document proving the loss of use of this vehicle, signed at the time of its receipt into the workshop of this professional.

#### **New vehicle**

Your new vehicle will be insured, if it is declared in accordance with the rules of the paragraph "What must you declare to us?"

If the vehicle is retained for test with a view to its sale, its cover continues to apply for 30 days from the entry into effect of the cover for the new vehicle.

This extended cover does not benefit a garage owner or a person in the motor trade charged with the sale of the said vehicle.

### **What formalities are to be respected during your declarations in the course of the contract?**

In all cases, the declaration must be made either by registered letter, or verbally against a receipt to the registered office or to the representative of the company the address of which appears in the Special Provisions.

### **The premium**

The premium is fixed in accordance with your declarations and in relation to the nature of the cover chosen.

### **Adjustment of the premium**

The premium is determined on the basis of the fleet that you have declared and the cover taken out, these various items appearing in the Special Provisions.

At each renewal date, the premium is adjusted in relation to the variations of your fleet.

## **1. Adjustment at the prorata**

If the premium is adjusted at the prorata, you must declare to us any entry into circulation or withdrawal of a vehicle taking place in the motor fleet covered, in accordance with the terms defined in the “Your declarations” chapter, under penalty of the application of the sanctions provided for in the same chapter.

At the renewal date of your contract, a fluctuation endorsement recording the various movements which occurred during the insurance period will be drawn up.

Depending on the case, a rebate will be paid to you or an additional premium will be due to us, which you undertake to pay.

## **2. Adjustment at the half-difference:**

If the premium is adjusted at the half-difference, you are exempt from declaring to us the entries into circulation or withdrawals of vehicles occurring in your fleet during the insurance period. In case of claim involving a vehicle not appearing in the last fleet statement, you undertake to send us, with the claim form, a copy of the registration certificate of the vehicle.

At each main renewal date, you must send us a complete and updated statement of your fleet.

This statement will enable us to draw up an amendment in order to fix:

- the amount of the premium due for the new insurance period, and resulting from the new composition of your fleet;
- the amount of the adjustment corresponding to half of the difference between this same premium and the premium corresponding to the composition of your fleet at the start of the previous insurance period.

## **What happens if we amend the tariff applicable to this contract?**

If, for technical reasons, we amend the tariff conditions applicable to the present contract, your contract premium and the excesses may be amended from the first annual renewal date following this amendment.

You will then have a time limit of one month to cancel the contract, the cancellation taking effect one month after the dispatch of your request.

In that case, we will be entitled to the portion of the premium, calculated on the basis of the old tariff, at the prorata of the time elapsed between the last renewal date and the date of effect of the cancellation.

In the absence of cancellation, the new premium is considered as accepted by you.

The possibility of cancellation mentioned here does not concern the increase in duties.

## **When and where must you pay the premium?**

The premium and its ancillary costs, as well as the duties and taxes relating to it are to be paid at the latest ten days after the renewal date indicated in the Special Provisions.

In the absence of the payment of your premium in this time limit, we will send to your last known domicile, a registered formal demand letter which:

- suspends the cover at the expiry of a time limit of thirty days;
- cancels your contract after the expiry of an additional time limit of ten days.

The premium portion relating to the period subsequent to the date of effect of the cancellation remains ours as damages.

This suspension and this cancellation will not exempt you from the payment of the premium which you owe, nor from the formal demand costs and interest on arrears at the legal rate, due from the date of dispatch of the initial formal demand letter.

The payment is made to the registered office or to the representative of the company named in the Special Provisions or any organisation authorised by the Company to receive the premium payment **Direct debit**

If you have opted for the direct debit payment of premiums, this direct debit will cease as soon as a premium will remain unpaid. All of the annual premium less the fractions already paid will then become immediately due. Finally, the annual payment method will be envisaged for the subsequent premiums.

## **Miscellaneous provisions**

### **Limitation periods**

All actions arising from this contract are prescribed by two (2) years after the event giving rise thereto.

However, this period does not run:

- 1) In case of concealment, omission, false statement or misrepresentation on the risk involved, the day when the insurer becomes aware;
- 2) in case of loss, until the day on which those involved were aware, if they prove that they have ignored so far.

When the action of the Insured against the Insurers has to question the return of a third party, the limitation period shall run from the day when the third party has had a lawsuit against the Insured or has been compensated by last (Article L. 114-1 of the Insurance Code).

Prescription is interrupted by a common cause of interruption of prescription (recognition by the debtor of his right against which he prescribed, demand justice, even in summary proceedings act of execution) or the appointment of experts following a disaster. The interruption of the limitation may also be effected by sending a registered letter with acknowledgment of receipt sent by the insurers to the Subscriber in respect of an action for payment of the premium and the Subscriber to the Insurers letter regarding the payment of compensation (Article L. 114-2 of the Insurance Code).

### **Cumulative insurance**

When several insurances for a same interest, against a same risk, are taken out without fraud, each of them is effective within the limits of the contract cover whatever the date on which it was taken out, without the compensation consequently due being able to exceed the value of the insured item at the time of the loss. Within these limits, you may contact the Insurer of your choice. When they are taken out in a fraudulent manner, the penalties provided for in Article L 121-3 of the Insurance Code (voiding of the contract and damages) are applicable

## Information of the Insured Party

### Examination of complaints and mediation procedure

**When you wish to obtain information on the application clauses of your contract, notably when taking out the insurance or in case of claim, contact your usual representative (agent or broker).**

**He is able to study all your questions and requests.**

In case of disagreement, you may send a written complaint with the reason for the dispute and the file references to:

LeasePlan Insurance  
Ground Floor,  
Block C, Central Park,  
Leopardstown,  
Dublin 18,  
Ireland.

### **We undertake to deal with your complaint as quickly and as objectively as possible.**

If a disagreement persists, private individuals have the option of contacting the company mediator, and this, without prejudice to the other avenues of legal action. The conditions of access to this mediator, his contact details as well as the procedure to be followed will be given to you by the Complaints Department.

### **Right of access to recorded information**

You may ask us to inform you of and rectify any information concerning you which would appear on any file for use by Euro Insurances, its authorised agents and re-insurers, professional bodies, by writing to us at the following address

LeasePlan Insurance  
Ground Floor,  
Block C, Central Park,  
Leopardstown,  
Dublin 18,  
Ireland.

We will hold your details in accordance with the Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Please note that a copy of our full Data Protection and Privacy Policy is available upon written request from LeasePlan Insurance.

## Glossary

### ACCESSORY

Any object or spare part supplied as standard at the same time as the vehicle, affixed to it and mentioned in the specification from the vehicle manufacturer.

### NON-STANDARD ACCESSORY

Any object (embellishment, improvement item) or spare part not supplied as standard by the vehicle manufacturer and affixed by the vehicle owner or the previous owner, if it is a used vehicle.

### APPROVED GARAGE

A network of approved body shops meeting high service requirements.

On the one hand, the garage has the equipment necessary for Body shop benefits of impeccable quality: spray-painting booth, vehicle lift, straightening bench, on the other hand, a reception service for EURO INSURANCES clients.

It has available Remote Assessment equipment (EAD) including: Internet, a digital camera, remote assessment software for the transmission of photos of the vehicle as quickly as possible.

After the work, the garage owner undertakes to:

- clean the interior and exterior of the vehicle;
- check the tyres and the lights;
- check the levels;
- guarantee the repairs for a time limit of 24 months.

### CERTIFICATE

Considered as having the required age or as holder of the driving licence:

- In the framework of the “Damage sustained by the vehicle” and “Damage sustained by others” cover:  
the driver who holds a certificate who was declared to us when taking out the policy when this certificate is invalid for reasons of place or duration of residence of its holder or when the restrictions on use, other than those relating to the categories of vehicle shown on it, have not been respected;
- the learner driver, at the wheel of the vehicle named in the Special Provisions during driving lessons coming within the statutory framework of learner drivers when this extension of cover is provided for in the contract.
- In the framework of “Damage sustained by others” cover only:  
the candidate obtaining the BSR (Road Safety Certificate) for the use of his vehicle on the day of the practical test as well as for the “domicile-test location” journey;
- The Insured party in his capacity as principal when, at the time of the accident, the agent, driver of the insured vehicle\* is not the holder of a valid (neither suspended, nor cancelled nor expired) driving licence as required by the regulations in force, for one of the following reasons:

he misled you by showing you a false licence or a falsified licence that appeared to be authentic, his licence has been the subject of a cancellation, suspension, restriction of validity or a change of category of which you were not informed.

### DISPUTE

A conflict situation leading you to assert a right or resist a claim having regard to a third party, proceedings of an administrative or a jurisdictional nature.

## **INCAPACITY**

Condition of a person involved in an accident whose ability to work may be reduced permanently (PI) or temporarily (TI), partially or totally in both cases.

## **PERMANENT INCAPACITY**

Definitive loss of ability to work or be active. This is expressed in points and is established by a medical examination.

## **TEMPORARY INCAPACITY**

Loss, limited in time, of the ability to work or be active.

## **INSURED PARTY**

The Policy Holder, the owner of the insured vehicle\*, the passengers and any person having, with or without permission, custody of the vehicle or driving the vehicle.

The subsidiaries of the Insured party, when it is a Company, are only considered as insured parties if they are named in the Special Provisions.

Those who cannot be considered as beneficiaries of such permission are motor repair, sale and inspection professionals as well as persons working for them, regarding the vehicles entrusted to them in the framework of their duties.

In the framework of the "non motor CL" cover: the Policy holder, the owner of the insured vehicle\* and any authorised custodian of that vehicle.

## **TRANSPORT AND SAFETY CONDITIONS**

The transport safety conditions defined in Article A 21 1-3 of the Insurance Code vary in accordance with the type of vehicle:

- Private vehicles, vehicles with convertible bodywork, vehicles and vehicles assigned for the common transport of persons:
  - the passengers must be inside the vehicle.
- Commercial vehicles:
  - the passengers must be inside the cabin or on a platform fitted with sides, or inside closed bodywork,
  - their number in addition to the driver must not exceed eight people, a maximum of five of whom outside the cabin (children under 10 years of age only count as half).
- Tractors not falling within the category of commercial vehicles:
  - the number of people carried must not exceed the number of seats provided for by the manufacturer.

Two-wheeled vehicles (with or without sidecar) and delivery tricycles: in addition to the driver, the vehicle must only carry a single passenger (two passengers when the vehicle is a tandem),  
- the number of persons carried in a sidecar must not exceed the number of seats provided for by the manufacturer (the presence in the sidecar of a child under 5 years of age, accompanied by an adult, does not constitute exceeding this limit).

• Trailers or semi-trailers:

• they must be manufactured with a view to carrying out the transport of people and the passengers must be inside

## **PERIL**

Fact generating the damage covered

## **PASSENGERS PERSONS CARRIED FREE OF CHARGE**



Any person carried without remuneration even if, without payment proper, he/she occasionally contributes to the motor expenses.

### **TOTAL LOSS**

This occurs when the amount of the repair is greater than the value of the vehicle, ratified by an assessor or in case of theft of the vehicle not followed by its recovery.

### **POLICY HOLDER**

The person named under that heading in the Special Provisions or any person who would be substituted for him after agreement of the parties or because of his death.

### **STORM, HURRICANE, CYCLONE**

A phenomenon, the intensity of which is such that it destroys or damages a certain number of buildings of good construction in a 5 km radius.

This phenomenon must be certified by the National Meteorological Station closest to the location of the loss attesting that the wind speed exceeded 100 km/h.

### **USE OF THE VEHICLE**

Use of the insured vehicle\*, stipulated in the Special Provisions, which the driver must respect and defined in the heading "THE USES WHICH MAY BE PERMITTED".

### **INSURED VEHICLE\***

- The land motor vehicle(s) named in the Special Provisions made up of the model supplied by the manufacturer with the options provided for in the specification and factory-fitted as well as any item forming a part of it provided for by the road traffic regulations.
- Any trailer, land device constructed with a view to being coupled, subject to the following provisions
  - up to 750 kg maximum laden weight, the cover automatically applies for the "Civil Liability" and "Amiable or Legal Recourse" risks in the same conditions as for the tractor vehicle
  - over 750 kg maximum laden weight, the "Civil Liability" cover applies only subject to mention in the Special Provisions; non-declaration leads to non-insurance of the coupled unit formed by the land motor vehicle and the trailer even if it had no influence on the occasion of the accident.

Four vehicle categories can be distinguished:

- Category 1 vehicles: four-wheeled private, commercial and utility vehicles of less than 3.5 tonnes.
- Category 2 vehicles: heavy goods vehicles and their trailers of more than 3.5 tonnes.
- Category 3 vehicles: 2 or 3 wheeled vehicles (with or without sidecar) and delivery tricycles.
- Category 4 vehicles: construction or handling equipment, tractors and agricultural machines.

### **REPLACEMENT VALUE**

Value, ratified by an assessor, on the day of the loss, of a vehicle presenting the same characteristics, in a comparable condition to that of the insured vehicle\* before the occurrence of the harmful peril\*.

### **VANDALISM**

Damage to the vehicle, committed by a third party without reason other than the intention of damaging or harming

### **WE**

Euro Insurances DAC trading as LeasePlan Insurance