



GENERAL CONDITIONS

1. PREAMBLE

EURO INSURANCES DAC trading as LeasePlan Insurance
Ground Floor, LeasePlan House Central Park
Leopardstown Dublin 18 Ireland

offers motor vehicle and related insurances in member states of the European Union within the European Union's freedom of services framework. EURO INSURANCES DAC is regulated by the Central Bank of Ireland and writes business into Italy on a freedom of services basis from its headquarters in Ireland.

In the event of a claim, please contact:

The Claims Department
LeasePlan Insurance
Ground Floor, LeasePlan House Central Park
Leopardstown Dublin 18 Ireland

Telephone: 00 353 1680 4160
Fax: 00 353 1680 4140
Email: info@leaseplaninsurance.com

2. PURPOSE OF THE POLICY

The purpose of the policy is to indemnify the Policyholder in respect of damage to the cars, estate cars, utility vehicles as along with vans and lorries. These vehicles belong to the policyholder and are leased (long or short term) to third parties.

The vehicles leased by LeasePlan Italia to a company itself carrying on leasing are expressly excluded from the insurance, unless there is prior express agreement from the Company.

3. DECLARATIONS

The Policyholder taking out the policy undertakes:

- To present, on taking out the policy: the statement of the fleet, from which this contract has been completed.
- To supply to the insurer monthly a statement of the fleet and the claims for the period concerned.

The claims of vehicles not declared will not be indemnified in respect of Cover per event and will not be taken into account in the calculation of the average claims cost serving as basis for the cover.

4. LAW APPLICABLE

In the event of a dispute as to the meaning of these conditions, Irish law shall apply. The contractual language shall be English. 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.

In case of dispute regarding the present contract, the policyholder may send a written complaint to the Company at the following address, unless a different address is notified in writing to the Policyholder:

Head of Legal and Compliance
LeasePlan Insurance
Lease Plan House
Central Park
Leopardstown
Dublin 18
Republic of Ireland
Email: complaints@leaseplaninsurance.com

5. COVER

GRANTED

Cover per event:

- i. For the purposes of this Policy a loss occurrence shall consist of all individual insured losses, which are the direct and immediate result of the sudden, violent physical operation of one and the same manifestation of an original peril occurring during the same period of time and in the same area. Such peril is understood to be the peril that directly occasions the losses or where there are several perils that, in an unbroken chain of causation, have occasioned the losses, the peril which triggered the chain of causation.

- ii. For example, as long as they are covered by this policy, losses occasioned by the perils set out below at letters (a) to (e) shall constitute single loss occurrences:
- a) Windstorm due to the same atmospheric disturbance;
 - b) Hail and/or thunderstorms and/or tornados due to the same atmospheric disturbance;
 - c) Earthquake, seaquake, tidal wave or volcanic eruption;
 - d) Flood by one and the same instance of high water which may have more than one peak and which may occur in one of more bodies of water. It being understood that for the purposes of this clause, a flood shall mean the escape of water from its normal confines (other than tanks, apparatus, pipes and similar water containers forming part of buildings);
 - e) Fire which spreads causally from one and the same seat of fire.
- iii. Reinstatements: The limit is automatically reinstated to the limit per event immediately following a loss at no additional charge for two reinstatements any further reinstatement is subject to additional premium.
- vii. If the number of loss occurrences cannot be agreed on according to paragraph (i) the following time limitations shall apply. A loss occurrence shall thus encompass a continuous period of time starting with the insured's first recorded individual loss and lasting:
- 72 hours for perils mentioned under ii b),
 - 72 hours for the perils mentioned under ii a),
 - 168 hours for perils mentioned under ii c), ii d)
- and as regards all other original insured perils, to the extent that these perils are covered under this Contract.
- viii. In the case of more than one loss occurrence, if it is impossible to allocate any losses, the Company shall allocate them to the loss occurrence whose cause is most likely to have occasioned them. The Company may choose the time when any such period of consecutive hours commences and if any event is of greater duration than the above- mentioned periods, the Company may divide that event into two or more loss occurrences, provided that no two periods overlap and provided no such period commences earlier than the date and time of the happening of the first recorded individual loss to the insured in respect of the event in question.
- ix. In case of uncertainty over scientific issues, the parties agree to seek expert advice from a neutral and recognized organization. The Company may choose the date and time when the appropriate loss period commences provided that no such period shall commence earlier than the time of the first recorded individual insured loss to which this Policy applies resulting from the operation and manifestation of an original insured peril as aforesaid.

- x. It is warranted that at least two risks, insured under this policy shall be involved in any one “loss occurrence” before the Policyholder can claim under this Policy in respect of that “loss occurrence”. The Company shall be the sole judge as to what constitutes a single risk.
- xi. If this Policy should expire or be terminated while a loss occurrence covered hereunder is in progress it is understood and agreed that, subject to the other conditions of this Policy, the Company hereon is responsible as if the entire loss or damage had occurred prior to the expiration of this Policy, provided that no part of that loss occurrence is claimed against any renewal of this Policy.

Exclusions:

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, military rising, martial law, looting or pillaging ; or
- (2) Strike, lock-out, riot, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public authority or any act or condition incident to any of the above.
- (3) Any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1), and/or (2) and/or (3) above.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the Policyholder.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6. MISCELLANEOUS

- i. The cover is taken out for a duration of one year with tacit renewal and re-adjustment of premium each 1st January, unless cancelled by either the Company or the Policyholder in accordance with the conditions and time limits provided herein.
- ii. The Policyholder is entitled to cancel the contract by the end of the insurance year. The cancellation shall only be effective if the Company receives notice at the latest 30 days prior to the year end. Either party may cancel this policy in its entirety at any time, by providing 30 days written notice of intention to cancel to the other party.

7. NOTICE OF CLAIMS

It is a condition precedent to the Company's liability that, in respect of any claim or aggregation of claims which fall under the categories set out in the Schedule, the Policyholder shall give immediate written notice to the Company of such claims or of its becoming aware of any circumstances which could give rise to such claims. The Policyholder shall thereafter keep the Company fully informed of all significant changes relating thereto as soon as they occur.

The Policyholder shall make available any additional information that the Company may require with respect to claims or possible claims notified in accordance with the foregoing paragraph.

For each claim hereunder, the Policyholder shall provide the Company with notification of the reserves as at the end of each year, in original currency, listing the year of occurrence or the underwriting year as the case may be.