



Cover Provisions for Motor Vehicles

LeasePlan Direct: BasicPlan and BasicPlan Plus

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2018.01

General Terms and Conditions

LPNL 1401-LPD

Definitions

Article 1

In the terms and conditions the following terms are defined as stated below:

1.1 LPNL

LeasePlan Nederland N.V.

1.2 Client

The party to whom, pursuant to a Framework Agreement entered into with LPNL, one or more of the Special Terms and Conditions included in the Cover Provisions apply and who is therefore obliged to pay costs and/or a contribution.

1.3 Holder

The party described as such in the terms and conditions per cover type.

1.4 Lessee

The other party to the contract with the Lessor relating to one or more (lease) Vehicles.

1.5 Lessor

LPNL, in the capacity of owner and/or operational manager of one or more (lease) vehicles to which the Lessee has the right of use.

1.6 Vehicle

A vehicle that can be regarded as a motor vehicle within the meaning of the Motor Insurance Liability Act [Wetaansprakelijkheidsverzekering motorrijtuigen – WAM] and forms part of the fleet as described in article 1.7.

1.7 Fleet

The collection of Vehicles, as described in the Framework Agreement.

1.8 Fleet expiry date

The date on which the agreement ends. Unless otherwise explicitly agreed upon this is on 31 December at 24.00 hours each year.

1.9 Event or Accident

An event or a series of connected incidents resulting in damage.

1.10 Loss adjuster

The party that is responsible on behalf of LPNL for settling claims from injured parties and the Holders under the agreement.

1.11 ramework Agreement

An agreement pursuant to which LPNL makes Vehicles available to the Client on the basis of an operating lease or management.

Territory of cover

Article 2

The cover is only in effect – also during transportation of the Vehicle – within the countries for which the insurer who arranges the third-party insurance in accordance with the requirements set out in the Motor Insurance Liability Act [WAM] has issued an international motor insurance certificate (green card).

Term and end of the cover

Article 3

3.1 Term of the cover

3.1.1 Initially, the cover is granted up to the Fleet Expiry Date. After that, the cover is automatically extended for the term of 12 months, unless the cover has been terminated in good time.

3.1.2 During the term of the Fleet Cover, the cover agreed to in the Framework Agreement applies to individual Vehicles.

3.2 End of Fleet Cover

The cover for the Fleet is terminated when:

3.2.1 Termination

The cover agreed to in the Framework Agreement has been terminated by LPNL or the Client in writing at least two months prior to the Fleet Expiry Date.

3.2.2 Suspension of payment

If the Client has applied for suspension of payment or filed for bankruptcy, the cover ends on the date and at the time on which the suspension of payment or the bankruptcy is declared.

3.3 End of separate Vehicle cover

Cover for a separate Vehicle is terminated when:

3.3.1 Abroad

The Vehicle is normally stored abroad, unless LPNL has given permission for this in writing.

3.3.2 Interest in the Vehicle

The Client no longer has an interest in the Vehicle.

3.3.3 Actual control over the Vehicle

The Holder loses the actual control over the Vehicle.

3.3.4 Write-off

A Vehicle must be considered a write-off.

3.3.5 Additional terms and conditions and/or contribution

A situation occurs referred to in article 4.

Additional terms and conditions

Article 4

4.1 Additional terms and conditions and/or vehicle premiums

LPNL retains the right to impose additional terms and conditions or contributions for separate Vehicles. LPNL must inform the Client of this in writing within a term of 30 days of an application for the Vehicle.

4.2 Acceptance of separate Vehicle

LPNL retains the right not to cover certain Vehicles. LPNL must inform the Client of this in writing within a term of 30 days of an application for the Vehicle. In this case the cover terminates when the notification has reached the Client and/or the Holder.

Contribution

Article 5

5.1 Payment

The contribution to be paid for the agreed cover is included per Vehicle in the monthly amount that the Client owes LPNL in respect of the Vehicle that LPNL makes available to the Client under an operating lease or management.

5.2 Non-payment

If the Client does not pay in good time or refuses to pay the contribution to be paid referred to in Article 5.1, no cover is granted with regard to events or accidents that occur after that. A notice of default is not required for this. The cover becomes effective again on the day following the date on which the amount due has been received and accepted by LPNL. However, events that have occurred in the period in which the agreement did not offer cover remain excluded from the cover.

If the Client does not pay the amount due within three months of becoming due, LPNL can terminate the cover on a date to be determined by LPNL.

Changes to contributions and terms and conditions

Article 6

6.1 Adjustment with effect from the fleet expiry date

LPNL is entitled to change the contributions and terms and conditions, as they apply for the agreed cover, with effect from the fleet expiry date. LPNL must inform the Client of these changes beforehand and in writing.

6.2 Interim adjustments

If the risk or claims experience gives cause for this, at LPNL's discretion, LPNL is entitled to change the contributions and terms and conditions. The changes will come into effect 30 days after LPNL's notification in writing.

6.3 Notification

If the Client does not agree with the changes referred to in article 6.1 and 6.2, the Client must inform LPNL of this at the latest 30 days after the Fleet Expiry Date by registered letter. The agreement then ends with effect from the Fleet Expiry Date (article 6.1) or on the date on which the changes would have taken effect (article 6.2). The option for the Client to terminate does not apply if:

- a. the change in the contribution and/or terms and conditions is the result of statutory regulations or provisions;
- b. the contribution changes in connection with indexation;
- c. the change entails a reduction in the contribution;
- d. the change entails an extension in the cover.

Obligations in the event of damage

Article 7

The Holders are obliged:

7.1 Notification

To inform LPNL of every Event or Accident in which the Vehicle was directly or indirectly involved, at the latest within 2 x 24 hours after the occurrence or respectively the time that they became aware of this.

7.2 Cooperation

To give all information, proof, authorisations and cooperation requested by LPNL and/or the loss adjuster in relation to the damage or the recovery of the damage from a third party and to refrain from anything that may damage LPNL's interests.

7.3 Refrain from undertakings

To refrain from any undertaking or behaviour that could show an acknowledgement of liability

7.4 Theft, etc. of vehicle

In the case of theft, misappropriation or malicious damage to the insured vehicle, including parts thereof and accessories, a report must be submitted without delay to the insurer and to the local police, and all possible assistance must be rendered in connection with the tracking down and recovery of the vehicle. The insured party agrees that the insurer will report the vehicle data to the Insurance Bureau for Vehicle Crime (Verzekeringsbureau Voertuigcriminaliteit, VbV), so that the private organizations recognized by the government for such tasks can be deployed in the search for and return of the vehicle.

7.5 Lapse of rights

The cover does not apply if the Client and/or the Holder does not comply with one of these obligations, and/or the notification obligation referred to in article 8 of the WAM and/or does not report the damage as soon as is reasonably possible and thereby harms LPNL's interests.

7.6 False statement

The cover shall not apply if the Holder knowingly makes an incomplete or false statement about the origin, the nature and the scope of an event or accident.

Exclusions

Article 8

The cover does not apply if:

8.1 Intent

The event or accident arose with or due to consent, intent, recklessness, or a serious degree of negligence of one of the Holders.

8.2 Races

The event or accident was caused during the preparation for or participation in speed, regularity or skill rallies and races as well as all other races or trials.

This exclusion does not apply to treasure hunts and orienteering rallies that take place entirely within the Netherlands and last no longer than 24 hours, nor to anti-skid training courses and driving skills training within the Netherlands.

8.3 Driving under the influence

The event or accident has taken place while the actual driver was under the influence of alcohol or any narcotic substance so that driving the Vehicle would have been forbidden by the law or the government.

Refusing a breathalyser, blood or urine test is considered equivalent to the above exclusion.

8.4 Unauthorised driver

The event or accident was caused by a passenger or a driver who was not authorised by the Client or someone else having the authority to do so.

8.5 Other use

The event or accident was caused by a use other than that notified to LPNL or by using it for a purpose other than permitted by law.

8.6 Rental or transportation for payment

The event or accident was caused while the Vehicle was rented out or was being used for the transportation of people for payment. Transportation for payment is not understood to mean the transportation of people in motor vehicles for commuting purposes within the Netherlands who contribute to the costs of that transportation (car pooling).

8.7 Disqualified from driving

The event or accident was caused while the actual driver of the Vehicle:

- a. was not in possession of a valid driving licence for the Vehicle as prescribed by law, or did not comply with the other regulations required for qualification to drive; A valid driving licence is also regarded as a driving licence that has not lost its validity more than 6 months ago exclusively due to the expiry of the validity period stated in the law, unless the holder has reached the age of 70 years;
- b. had not complied with the requirements stated on his or her driving licence;
- c. had been disqualified from driving;
- d. had his or her driving licence withdrawn;
- e. had received a driving ban.

8.8 Seizure

The event or accident was caused during the time when the Vehicle was seized, commandeered or used by or pursuant to a resolution of the Dutch government or a foreign power.

8.9 Acts of war

The event or accident has arisen from or is caused by armed conflict, civil war, uprising, civil commotion, riots or mutiny. Armed conflict is understood to mean any situation in which states or other organised parties fight each other, or one fights the other, with the use of military force.

Armed conflict is also understood to mean the armed action of a United Nations Peace Force.

Civil war is understood to mean a more or less organised armed struggle between inhabitants of the same state in which a significant proportion of the inhabitants of that state are involved.

Uprising is understood to mean organised violent resistance within a state directed against the public authorities.

Civil commotion is understood to mean more or less organised violent acts occurring in different places within a state. Riot is understood to mean a more or less organised local violent movement directed against the public authorities.

Mutiny is understood to mean a more or less organised violent movement of members of any armed force directed against the authority under which they have been placed.

8.10 Nuclear reactions and radiation

The event or accident is caused by, or has arisen or resulted from a nuclear reaction, regardless of its origin.

8.11 Leaving the site of an accident/collision

If the situation involves damage to a third party/ to third parties, and/or the vehicle is no longer driveable, the driver may not leave the site of the accident/collision without the permission of the insurer.

Lapse of rights

Article 9: Period of limitation

9.1 A legal action to compel LPNL to make a payment pursuant to the agreement must be brought against LPNL within three years after the day on which the Client and/or the Holder became aware of the amount becoming due.

9.2 After LPNL has taken a final decision on the rejection of the right to payment and has informed the Client and/or the Holder of this decision in writing, the period of limitation for the action to compel LPNL to make a payment is six months. LPNL must expressly point out this period of limitation to the Client and/or the Holder.

Notifications

Article 10

10.1 1 To LPNL

Notifications to LPNL must be made to the offices of LPNL.

10.2 2 To the Client

Notifications from LPNL or the lessor to the Client can be effected in a legally valid manner at the last address known to LPNL.

Special terms and conditions per cover type

Article 11

These General Terms and Conditions shall apply exclusively in combination with the terms and conditions per cover type or assistance type. If the Special Terms and Conditions for the cover type concerned contain a provision which deviates from or is inconsistent with the regulation in these General Terms and Conditions on the same subject, the provision in the Special Terms and Conditions for the cover type or assistance type concerned shall take precedence.

Replacement motor vehicle

Article 12

12.1 Replacement, repair etc. If the Vehicle is temporarily replaced during repairs or servicing, then the cover also applies to the replacement motor vehicle, provided this concerns a similar motor vehicle and that it can be shown that the original Vehicle was not in use during this time. In all

other cases, it is obligatory to immediately inform LPNL of the replacement. In that case, the cover commences after acceptance by LPNL.

12.2 2 Temporary motor vehicle while waiting for an ordered lease car

If the Vehicle is replaced because the motor vehicle concerned was not yet available, then the cover also applies for the replacement motor vehicle, provided this concerns a similar motor vehicle and that it can be proved that the original Vehicle was not yet available during that time. The premium for this period remains due in full.

12.3 Concurrence of cover

The cover described in this article does not apply if the damage is covered under other insurance or cover, or would have been if this cover did not exist.

Framework Agreement

Article 13

All terms and conditions can be supplemented or changed in the Framework Agreement between LPNL and the Client.

If the Framework Agreement contains a provision that deviates from or is inconsistent with the regulation in these terms and conditions on the same subject, the provision in the Framework Agreement takes precedence.

Regulations pertaining to the provision of information (Financial Supervision Act – Wet op het Financieel Toezicht)

Article 14

14.1 Disputes

All disputes resulting from these cover provisions shall be submitted to the judgment of the competent Dutch court. The offices of Accident Management Services BV shall be regarded as domicile (see 14.3).

14.2 Complaints

Complaints about the cover provisions can be submitted to:

LeasePlan Nederland N.V.
Attn. de Directie
Postbus 3001
1300 EB Almere
The Netherlands

14.3 Loss adjusters

Accident Management Services BV (AMS)
Postbus 1108
1300 BH Almere
The Netherlands

14.4 AFM registration LeasePlan Nederland N.V.

LeasePlan Nederland N.V. is registered with the Autoriteit Financiële Markten (AFM) [Netherlands Financial Markets Authority] under number 10013850 as an indemnity insurance broker.

These terms and conditions shall come into effect as from 1 January 2018.

Special Terms and Conditions for Fully Comprehensive Insurance

LPNL 1402-LPD

General Terms and Conditions

Article 1

These terms and conditions apply, provided they have been declared applicable in the Framework Agreement, in addition to the General Terms and Conditions LPNL 1401-NED.

Definitions

Article 2

In the terms and conditions the following terms are defined as stated below:

2.1 Holder(s)

- a. The holder, the authorised driver of the Vehicle;
- b. The lessee.

2.2 Vehicle

Vehicle is understood to mean:

2.2.1 Vehicle

A Vehicle, as described in article 1.6 of the General Terms and Conditions LPNL 1401-NED.

2.2.2 Accessories and other fixtures

Permanently fitted accessories and other fixtures, where LPNL has agreed to these and they have been included in the Cover Value. Accessories are also understood to mean video and/or sound equipment and navigation systems.

2.3 Cover Value

The Vehicle Cover Value is the sum of:

2.3.1 List price

List price according to the statement from the importer/manufacture on the date of issue of part 1 of the vehicle registration certificate.

2.3.2 Private Motor Vehicle and Motorcycle Tax (BPM) The amount – where applicable – pursuant to the Private Motor Vehicle and Motorcycle Tax Act, (Wet belasting personenauto's en motorrijwielen – Wet BPM).

2.3.3. Accessories and other fixtures

The amount of all accessories belonging to and/or modifications to the standard equipment, which were not included in the list price determined by the manufacturer, including the bodywork company or importer, where LPNL has agreed to these and they have been included in the Cover Value.

2.4 Replacement value

The costs relating to the replacement of an option or accessory by a similar option or accessory that is deemed to be equivalent to the option or accessory to be replaced as regards functionality and quality.

2.5 Current market value

The (estimated) value of a Vehicle at any time, determined by a sworn motor vehicle expert appointed by LeasePlan and depending on factors such as age, type, mileage, repairs, colour, accessories, damage and marketability.

Cover

Article 3

The cover includes the damage to or loss of the Vehicle caused by or consisting of the following events:

3.1 Fire

Fire, explosion, spontaneous combustion, short circuit and lightning strike.

3.2 Theft

Theft or attempted theft of the Vehicle, embezzlement, joyriding including damage caused to the Vehicle by the perpetrator of this crime.

It is expressly stipulated that the events concerned caused by the Lessee or his employee or other Holders are not covered.

The events concerned are also not covered if the insured vehicle is not fitted with an anti-theft alarm system specified by LPNL or if this has not been actuated.

Vehicles for which the Cover Value exceeds an amount to be indicated by LPNL and/or that are regarded by LPNL as prone to theft must be fitted as standard with an anti-theft alarm system, at the discretion of LPNL.

The following regulations additionally apply:

- All Vehicles must be fitted with an immobilizer.
- Vehicles heavier than 3,500 kg GVW must be fitted with a security system that complies with SCM class B3.

3.3 Windscreen damage

Windscreen damage that is not accompanied by other damage to the Vehicle with the exception of damage due to chipping of the windscreen.

3.4 Storm

Objects falling (over) onto the Vehicle or the Vehicle being blown over as a result of storm (understood to mean a wind speed of at least 14 metres per second).

3.5 Natural disasters

Hail, flooding (understood to mean the bursting or overflowing of dikes, quays, sluices or other water retaining structures), tidal wave, inundation, volcanic eruption, earthquake, landslide, collapse, avalanches, falling rocks.

3.6 Riots

Riots (understood to mean occasional manifestations of violence directed against the public authorities).

3.7 Animals

Collision with birds, stray animals or wild animals crossing, but only where the damage was caused directly by this collision.

3.8 Aircraft

The falling of aircraft or their parts, as well as the falling of objects from an aircraft.

3.9 Transportation

An external event during the time when the Vehicle was handed over to a transport company for transportation with a means of transport, with the exception of damage caused during hoisting and towing and damage such as scrapes, scratches and damage to the paintwork.

3.10 Collisions

Collision, overturning, skidding, and running off the road or into water.

3.11 Other events

Any other sudden and unforeseen external event in respect of the Vehicle.

3.12 Inherent defect (consequential loss)

The events referred to in article 3.1 to 3.11 are also covered if they are the result of an inherent defect in the Vehicle.

3.13 Limited Cover against fire, theft and windscreen damage

If Limited Cover against fire, theft and windscreen damage has been agreed with the Lessee, articles 3.10 to 3.12 do not apply.

Exclusions

Article 4

Apart from the general exclusions stated in the General Terms and Conditions LPNL 1401-NED, the cover referred to in these special terms and conditions does not apply to:

4.1 Decrease in value

Damage consisting of decrease in value of the Vehicle.

4.2 Replacement transport

Damage due to the fact that the Vehicle cannot be used.

4.3 Inherent defect in the Vehicle itself

An inherent defect in the Vehicle. This exclusion does not apply if the damage is caused by an event stated under article 3.1.

4.4 Technical damage due to an operating error

Damage caused to a technical part of the Vehicle, such as the engine, gearbox and electronics, as a result of a lack of lubricants or coolants or an operating error. An operating error is also understood to mean the use of the wrong type of fuel for the Vehicle, as well as not following the manufacturer's instructions. This exclusion does not apply if the damage is caused by an event under article 3.1.

4.5 Frost

Damage due to frost, unless the frost is the result of a covered event.

4.6 Loss or theft of documents, keys and so on

Damage in the form of replacement and recoding costs, directly relating to the loss or theft of documents, keys belonging to the insured Vehicle.

4.7 Theft of audio (visual) equipment

Damage due to theft of audio (visual) equipment that was not fitted permanently to the Vehicle or that was fitted permanently to the Vehicle but for which the accompanying removable (control) panel, or any type of key or security card cannot be shown after theft.

4.8 Cleaning that has not been carried out on time

Damage caused by cleaning that has been carried out too late, or not effectively, on the insured vehicle. Examples include the damage caused by chemical penetration into the surface as a result of bird droppings, and oxidation as a result of iron particles from train rails located nearby.

4.9 Theft

Damage due to theft or embezzlement of, breaking into or joyriding with the vehicle, or attempt to do so, if Holder has not taken sufficient care to prevent the damage.

This in any case applies if:

- Holder has not locked the vehicle;
- Holder has left the key(s), starting lock(s) or another means of opening the car or starting its engine, in the car;
- After he has found out that the items in the previous indent have been lost, Holder has not taken adequate measures to prevent the damage referred to here.

Scope of the cover

Article 5

5.1 Maximum cover

The scope of the cover resulting from these special terms and conditions for fully comprehensive insurance will never be more than the Vehicle Cover Value, with the exception of loss assessment costs.

5.2 Repair costs versus write-off

The cover as a result of a covered event includes:

- in the event of damage to the Vehicle the repair costs up to a maximum of the difference in Current Market Value immediately before and after the accident. If the repair costs are higher than this difference, this will result in a write-off;
- in the event of write-off of the Vehicle: the Current Market Value immediately before the write-off after deducting the proceeds from the remains of the Vehicle.

5.3 Theft

In the event of theft or embezzlement of the Vehicle, LPNL reimburses the market value of the Vehicle immediately before the loss, provided not more than the Cover Value is reimbursed.

5.4 Accessories (known to LPNL)

Damage to or loss of accessories and other fixtures such as audio, video and navigation equipment - which have been notified to and accepted by LPNL - as a result of a covered event, will be covered on the basis of Replacement Cost, minus a write-down of 20% per year (or part of a year). The determination of the cover referred to in this article is based solely on the amount on the original purchase invoice or the purchase invoice for the Vehicle that shows which accessories

and/or other fixtures were present in the Vehicle. The cover only applies after submitting the removable control panel, screen, security card or other security device.

5.5 Accessories (not known to LPNL)

Damage to or loss of accessories and other fixtures such as audio, video and navigation equipment – which have not been notified to LPNL but would have been accepted as such under the scope of the cover – as a result of a covered event will be reimbursed at replacement cost, minus a write-down of 20% per year (or part of a year).

The determination of the scope of the cover referred to in this article is based solely on the amount on the original purchase invoice or the purchase invoice for the Vehicle that shows which accessories and/or other fixtures were present in the Vehicle. The cover only applies after submitting the removable control panel, screen, security card or other security device.

The scope of the Cover amounts to a maximum of € 500 excluding VAT.

Items such as lettering, stickers, wrapping and so on are not eligible for reimbursement.

5.6 Measures to limit theft and repeated theft

LPNL may lay down further requirements for cover applicable on the basis of Articles 5.4 or 5.5.

These requirements relate to taking measures aimed at preventing repetition of the events described in the above-mentioned Articles. If these additional terms and conditions are not fulfilled or the Holder cannot demonstrate that the terms and conditions laid down have been fulfilled, LPNL is entitled to exclude the corresponding damage from cover.

Lessee's extra contribution

Article 6

6.1 In general

Unless otherwise explicitly agreed upon, the Lessee's extra contribution for each fire, theft or damage claim is:

- € 300 per event for passenger cars;
- € 300 per event for delivery vans and goods vehicles.

If recovery of the damage is possible, LPNL will credit the Lessee's extra contribution after having received the damages.

6.2 Extra contribution in the event of theft For

- Vehicles of a convertible model
 - Vehicles up to 3,500 kg GVW and with an insured value higher than € 50,000
- an extra contribution of 10% of the Vehicle Cover Value applies in the event of theft or attempted theft of the Vehicle, embezzlement, joyriding including damage that is caused to the Vehicle by the perpetrator of this crime.

Instead of 10% of the Cover Value, the standard agreed extra contributions for fire, theft and damage are applied in the following cases:

- Vehicles of a convertible model that are fitted with an alarm system approved in accordance with TNO/SCM class 3;
- Vehicles with a Cover Value between € 50,000 and € 75,000 that are fitted with an alarm system approved in accordance with TNO/SCM class 3;
- Vehicles with a Cover Value of € 75,000 or higher that are fitted with an alarm system approved in accordance with TNO/SCM class 4 or 5.

6.3 Extra contribution in the event of windscreen damage

No extra contribution applies in the event of windscreen damage referred to in article 3.3 of the terms and conditions if the windscreen is repaired instead of replaced. When a windscreen is replaced by a repairer to be appointed by LPNL, a discount of €68 is given on the agreed extra contribution amount.

The above only applies where the repair or replacement was carried out by a repairer appointed by LPNL.

Claim settlement

Article 7

7.1 In general

Holders must at all times follow LPNL's guidelines and the instructions for those guidelines and/or LPNL.

7.2 Loss assessment and repair

The Holder is obliged to enable LPNL to have the damage assessed by one or more experts before starting the repair. However, the Holder is authorised to have an emergency repair (understood to mean a simple temporary provision) carried out, if the damage is of such nature that it is impossible to continue driving or it is a danger to other traffic or the Vehicle itself.

Loss assessment and permission for repair does not imply that LPNL acknowledges any cover under these special terms and conditions for fully comprehensive insurance.

7.3 Place of repair

In the event that repair of damage is approved, LPNL decides if, how and where the damage is repaired.

7.4 Waiting period for cover in the event of theft

In the event of theft or embezzlement of the Vehicle, joyriding or fraud, the cover applies after a term of 30 days has expired after LPNL has been notified of the event.

7.5 Payment

7.5.1 rm

If there is a right to compensation pursuant to these terms and conditions, LPNL shall pay the amount due within 30 (thirty) days of receipt of all documents relating to the damage. Subject to the provision of article 7.4.

When compensation takes place as a result of the technical or economic write-off of the Vehicle, LPNL is entitled to have the wreck transferred to a party designated by LPNL. The cover shall not take effect until after the Lessee has handed over all parts of the Vehicle registration certificate belonging to the Vehicle to LPNL.

7.5.2 the insurer and/or lessor

LPNL is entitled to compensation that relates to damage to or loss of the Vehicle.

7.5.3 the policyholder

Compensation following fire, theft or damage will at all times be paid out to LPNL, taking into account the provisions of article

7.5.2. Any compensation, which is legally owed to the Holder, will be paid by LPNL to the Holder.

7.6 Dispute in determining the amount of the claim

In the event of a difference of opinion about the amount of the claim following fire, theft or damage, the Holder himself also has the right to appoint an expert, whose costs are for the account of LPNL up to a maximum of the amount of the fees of the expert appointed by LPNL.

In the event of a difference of opinion between the two experts, they will together appoint a third expert whose loss assessment must remain within the limits of the two assessments and will be binding. LPNL and the Holder shall each bear half of the costs for this.

Right of recourse

Article 8

8.1 Recovery from a non-Holder

If an exclusion applies under the Cover Provisions, but LPNL is nevertheless obliged to pay compensation pursuant to these special terms and conditions for fully comprehensive insurance, LPNL retains the right of recourse against the party to whom the exclusion applies to.

8.2 Recovery in the event of storage, repair etc.

If LPNL is obliged to pay compensation due to an event that occurred during the period that the Vehicle, or any part of it was stored, or being repaired, maintained or undergoing any other type of service for payment pursuant to these special terms and conditions for fully comprehensive insurance, LPNL retains the right of recourse against the liable party and his or her employer. These people are expressly not regarded as the Holder(s).

These terms and conditions shall come into effect as from 1 January 2018.

Special Terms and Conditions for Assistance LPNL 1403-LPD

General Terms and Conditions

Article 1

These terms and conditions apply in addition to the General Terms and Conditions LPNL 1401-LPD.

Definitions

Article 2

In the terms and conditions the following terms are defined as stated below:

2.1 Holder(s)

- a. The owner, the holder, the authorised driver of the Vehicle, the people transported in the Vehicle;
- b. Lessee.

2.2 Vehicle

A Vehicle, as described in article 1.6 of the General Terms and Conditions LPNL 1401-LPD, up to 3,500 kg GVW.

2.3 Trailer

The trailer, touring caravan, folding camper van or luggage trailer towed by the Vehicle, provided it is registered in the Netherlands (where this is legally required).

2.4 Luggage

The items taken by the Holder(s) where they belong to the normal travel equipment, including mopeds or bicycles, skis, surfboards and other small craft transported in or on top of the Vehicle.

Cover

Article 3

After an event or accident has taken place, which is not a mechanical defect, the cover includes the claim for assistance and repatriation of the Holder(s) if it is no longer possible to drive the Vehicle in a responsible manner and/or the driver or a fellow passenger who is authorised to drive is no longer able to drive the car.

Exclusions

Article 4

In addition to the general exclusions referred to in the General Terms and Conditions LPNL 1401-LPD this cover does not apply if:

4.1 Incorrect assistance organisation

After an event or accident, the Holder(s) does not immediately involve one of the assistance organisations stated on or added to the international insurance certificate.

Scope of the cover

Article 5

5.1 In the Netherlands

If the event or the accident took place in the Netherlands LPNL reimburses:

5.1.1 Salvage

The costs for salvaging and transporting the damaged Vehicle and any trailer to an address in the Netherlands to be determined by LPNL.

5.1.2 Repatriation

The costs for repatriating the driver and any other passengers with their luggage by taxi to an address in the Netherlands to be determined by the driver.

5.2 Abroad

If the event or accident took place outside the Netherlands LPNL reimburses:

5.2.1 Salvage

The costs for salvaging and transporting the damaged Vehicle and any trailer to an address in the Netherlands to be determined by LPNL, if the Vehicle or the trailer cannot complete the journey in a technically responsible manner within five working days, where applicable by means of emergency repair.

5.2.2 Repatriation

The costs for repatriating the driver and any other passengers with their luggage to an address in the Netherlands to be determined by the driver, whereby the compensation shall be based on the travelling expenses by train 2nd class, plus the costs of any transportation by taxi to (or from) the nearest railway station.

Claim settlement

Article 6

If there is a right to compensation pursuant to these special terms and conditions for assistance, LPNL shall pay the amount due within 30 (thirty) days of receipt of all documents relating to the event.

These terms and conditions shall come into effect as from 1 January 2018.

Special Terms and Conditions for Trauma Counselling LPNL 1404-LPD

General Terms and Conditions

Article 1

These terms and conditions apply in addition to the General Terms and Conditions LPNL 1401-LPD.

Definitions

Article 2

In the terms and conditions the following terms are defined as stated below:

2.1 Holder

A passenger in the Vehicle, including the driver, who is entitled as such to use the Vehicle for which the assistance has been agreed to as described in these special terms and conditions.

2.2 Vehicle

A Vehicle, as described in article 1.6 of the General Terms and Conditions LPNL 1401-LPD.

2.3 Traumatic event

A sudden external disaster beyond the control of the Holder(s), occurring while getting in and out of the Vehicle, driving or stopping the Vehicle, or when carrying out or helping with minor repairs to the Vehicle during a journey, as a result of which the Holder(s) suffer psychological complaints that are the direct cause of a diminished level of functioning, to be confirmed by a doctor.

2.4 Doctor

The family doctor, company doctor, insurance company doctor or specialist.

2.5 Party providing treatment

A party specialised in trauma counselling appointed by or on behalf of LPNL.

2.6 Diminished level of functioning

This includes among other things but is not confined to the following symptoms that the doctor has observed in the Holder(s):

- Disturbed trauma processing;
- Avoidance behaviour;
- Post Traumatic Stress Disorder (PTSD);
- Concentration disorders;
- Insomnia;
- Depression;
- Stress symptoms;
- Anxiety.

2.7 Contracting Party

The party that has entered into an agreement with LPNL concerning the applicability of the assistance laid down in these special terms and conditions for trauma counselling.

Claims

Article 3

3.1 LPNL will, upon the request of the Holder(s), request a Party Providing Treatment, to be determined by LPNL, to set up an initial consultation. This consultation, as well as any necessary follow-up appointments, is free of charge for the Holder(s) and the Contracting Party (not including travel and subsistence expenses), with a maximum of € 3,000 per Holder(s) per traumatic event.

3.2 LPNL will only offer the assistance described in these terms and conditions if a Doctor, within two years after a traumatic event, establishes that the Holder(s) has a 'diminished level of functioning' as a result of this event.

Exclusions

Article 4

The assistance is expressly not offered if the traumatic event is caused;

4.1 Due to intent, gross negligence, gross recklessness or negligent acts of the Holder(s) himself, or if one of the aspects mentioned above has taken place with his approval;

4.2 During the preparation for or participation in speed, regularity or skill rallies and races as well as all other races or trials, not including anti-skid training courses and driving skills training within the Netherlands;

4.3 While the Holder(s), as the Vehicle driver, was under the influence of alcohol or any narcotic substance so that driving the Vehicle is or would have been forbidden by the law or the government;

4.4 While the Holder(s), as the actual Vehicle driver, did not comply with the requirements prescribed by law for driving the Vehicle concerned.

Secondary cover

Article 5

5.1 The costs relating to the assistance described in these terms and conditions are borne by LPNL only up to the maximum established in these special terms and conditions for trauma counselling, where the Holder(s) or the Contracting Party cannot enforce a claim regarding these specific costs following a Traumatic Event against third parties (including any insurance taken out).

5.2 Where a claim referred to in the previous paragraph only consists of a liable third party, the Holder(s) will assign his right of action pursuant to this claim to LPNL.

Notification

Article 6

If the Holder(s) or the Contracting Party wishes to use the assistance described in these special terms and conditions for trauma counselling, LPNL must be informed of this within two years after the Traumatic Event took place.

These terms and conditions shall come into effect as from 1 January 2018.

Special Terms and Conditions for Recovery Service LPNL 1405-LPD

General Terms and Conditions

Article 1

These special terms and conditions for recovery service apply in addition to the General Terms and Conditions LPNL 1401-LPD.

Definitions

Article 2

In these special terms and conditions for recovery service the following terms are defined as stated below:

2.1 Holder(s)

- a. The holder, the authorised driver of the Vehicle;
- b. The lessee.

2.2 Vehicle

A Vehicle that can be regarded as a motor vehicle within the meaning of the Motor Insurance Liability Act [Wetaansprakelijkheidsverzekering motorrijtuigen - WAM] and forms part of the collection of vehicles (the fleet) for which recovery service has been agreed to in the Framework Agreement.

Cover

Article 3

Recovery service

LPNL renders assistance if the Holder wishes to enforce his claim for compensation against liable third parties as regards:

- a. damage to a Vehicle;
- b. rental costs for a replacement motor vehicle;
- c. loss assessment costs;
- d. towing and salvage costs, wherever possible;
- e. damage to goods that are located in or on the Vehicle and are the property of the Holder, on condition that recovery of this damage only applies if there is no specific (insurance) cover for the goods concerned (secondary cover) and the total value of the goods does not amount to more than € 45,378 excluding VAT;
- f. information in the event of personal injury if this damage is related to an event in which the Vehicle is involved, provided this recovery service is confined to giving and providing information to the injured party or his or her surviving relatives.

Exclusions

Article 4

The Holder will not be able to claim the assistance referred to in these special terms and conditions for recovery service in the event of:

4.1 Disputes with other Holders

Disputes between Holders.

4.2 Tax issues

Disputes relating to tax issues, such as tax law, dues, excise etc.

4.3 Criminal issues

Disputes relating to criminal issues such as traffic violations, embezzlement, intent etc.

Scope of compensation

Article 5

5.1 Experts

Costs of experts and lawyers who were involved by LPNL for advice and settling the damage are for LPNL's account.

5.2 Minor financial interest

If LPNL is of the opinion that the financial interest does not justify the costs to be incurred, LPNL is entitled, instead of rendering (further) assistance, to offer the Holder a sum of money equal to the amount of the financial interest.

No compensation

Article 6

LPNL does not reimburse any costs for:

6.1 Legal costs

Costs that relate to bringing proceedings, as well as the costs of experts and lawyers relating to this.

6.2 Experts already involved

A lawyer or expert who was involved without LPNL's prior permission or consultation.

These terms and conditions shall come into effect as from 1 January 2018.

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