

Insurance Terms and Conditions for Motor Vehicles

The Netherlands

General Terms and Conditions **NL 1401-LPD**

Terms and Conditions for Legal Liability Insurance **NL 1402-LPD**

**Terms and Conditions for Fully Comprehensive
Insurance** **NL 1403-LPD**

**Terms and Conditions for Passenger Accident
Insurance** **NL 1404-LPD**

**Terms and Conditions for Indemnity Insurance for
Passengers** **NL 1405-LPD**

**Terms and Conditions for Collective Indemnity
Insurance for Passengers** **NL 1410-LPD**

Euro Insurances DAC trading as LeasePlan Insurance is regulated by the Central Bank of Ireland.
Registered in Ireland No. 222 618

General Terms and Conditions

NL 1401-LPD

Definitions

Article 1

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

1.1 Insurer

Euro Insurances DAC trading as LeasePlan Insurance is established in Dublin, Ireland and is regulated by the Central Bank of Ireland.

1.2 Policy Holder

The person with whom the insurer has agreed the insurance contract and who therefore owes premiums and costs.

1.3 Insured party

The person who is described as such in the terms and conditions for each type of insurance.

1.4 Lessee

The other party to the contract with the lessor relating to one or more (lease) vehicles.

1.5 Lessor

The owner and/or operational manager of one or more insured (lease) vehicles to which the lessee has the right of use.

1.6 Insured vehicle

A vehicle that can be regarded as a motor vehicle within the meaning of the Motor Insurance Liability Act (Wet Aansprakelijkheidsverzekering Motorrijtuigen – WAM) and forms part of the fleet described in Article 1.7.

1.7 Fleet

The collection of insured vehicles described in the insurance contract.

1.8 Fleet expiry date

The date on which the insurance contract ends. Unless otherwise expressly agreed this is 31 December at 24.00 hrs each year.

1.9 Event or accident

An incident or series of causally related incidents that have resulted in damage.

1.10 Loss adjuster

The party who is responsible for settling claims from injured parties and insured parties under the insurance contract.

Insurance territory

Article 2

The insurance is exclusively valid – also during transportation of the motor vehicle – within the countries for which the insurer has issued an international insurance certificate (green card).

Term and end of the insurance

Article 3

3.1 Term of the insurance

3.1.1 Initially, the insurance is entered into up to the fleet expiry date. After that, the insurance is automatically extended for the term of 12 months, unless the insurance has been terminated in good time.

3.1.2 During the term of the fleet insurance individual vehicles are insured from the time of registration to the time of deregistration referred to in Article 4.

3.2 End of fleet insurance

The fleet insurance is terminated when:

3.2.1 Termination

The insurance contract has been terminated by the insurer or the policy holder in writing at least two months prior to the fleet expiry date.

3.2.2 Suspension of payment

In case of suspension of payment or bankruptcy of the policy holder, the insurance ends on the date and at the time when the suspension of payment or the bankruptcy is declared.

3.3 End of separate vehicle insurance

The insurance of a vehicle that is insured as part of the fleet is ended when:

3.3.1 Abroad

The vehicle is normally kept abroad, unless the insurer has given permission for this in writing.

3.3.2 Interest in insured vehicle

The policy holder no longer has an interest in the insured vehicle.

3.3.3 Actual ownership of the insured vehicle

The insured loses the actual ownership of the vehicle.

3.3.4 Write-off of the vehicle

An insured vehicle must be regarded as a write-off.

3.3.5 Additional terms and conditions and/or premium

A situation occurs referred to in Article 4.3.

Registration and de-registration of insured vehicles

Article 4

4.1 Registration and de-registration

The policy holder may register with the insurer vehicles that become part of the fleet and de-register vehicles that no longer form part of the fleet.

4.2 Lease vehicles

If the vehicle is leased, the lessor will arrange the registration and de-registration.

4.3 Additional terms and conditions and/or premiums for vehicles

The insurer reserves the right not to accept vehicles and/or to impose additional terms and conditions or premiums. The insurer must notify the policy holder of this in writing within 30 days after the registration of the vehicle with the insurer. In the event of non-acceptance of the vehicle the insurance will terminate when the notification has reached the policy holder and/or the insured party.

Premium

Article 5

5.1 Payment

The policy holder must pay the premium, costs and insurance tax in advance, at the latest on the 15th day after these have been invoiced to him.

5.2 Adjustment

In the event of interim registration or de-registration of one or more vehicles the premium will be due pro rata, or where applicable, be refunded pro rata up to the next fleet expiry date.

5.3 Administration

If the lessee is the policy holder, then the lessor will arrange the premium administration between the policy holder and the insurer.

5.4 Non-payment

If the policy holder does not pay, or refuses to pay the amount due within the period described in Article 5.1, no cover will be provided 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 day on which the amount due has been received and accepted by the insurer. However, events that have occurred in the period in which the insurance did not provide cover will remain excluded from cover.

If the policy holder does not pay the amount due within three months of becoming due, the insurer may at its own discretion terminate the insurance on a date to be determined there and then.

5.5 Collection

All collection costs relating to non-payment, both legal and extra-legal costs, are for the account of the insured party who is in default. The extra-legal collection costs shall amount to at least 15% of the amount due including statutory interest.

5.6 End of cover

At the end of the cover the policy holder remains obliged without prejudice to pay any amounts due and any amounts that may still fall due as well as costs.

Changes to premium, fees and terms and conditions

Article 6

6.1 Adjustment with effect from the fleet expiry date

The insurer is entitled to change the premiums and its fees and terms and conditions, as they apply for the contract, with effect from the fleet expiry date. The insurer must inform the policy holder of these changes beforehand and in writing.

6.2 Interim adjustments

If during the insurance year the risk or claims experience of the insurer gives cause for this in the opinion of the insurer, the insurer is entitled to change the premiums and the terms and conditions. The changes will come into effect 30 days after written notification of such changes by the insurer.

6.3 Notification

If the policy holder does not agree with the changes referred to in Articles 6.1 and 6.2, the policy holder must inform the insurer of this at the latest within 30 days after the premium due date by registered letter. The contract 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 policy holder to terminate does not apply if:

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

Obligations in the event of damage

Article 7

The insured parties are obliged:

7.1 Notification

To inform the insurer of any event in which the insured vehicle was directly or indirectly involved and which could involve the insurer becoming liable for damages within 2 x 24 hours after the occurrence of the event, or the event becoming known to them.

7.2 Cooperation

To give all information, proof, authorisations and cooperation relating to the claim or the recovery of damage from a third party that is requested by the insurer and/or the lessor and/or the loss adjuster and to refrain from doing anything that could harm the interests of the insurer.

7.3 Refrain from undertakings

To refrain from any undertaking or behaviour that 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 (Verzekeringbureau 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 insurance does not provide cover if the policy holder and/or the insured party does not comply with one of these obligations and/or the notification obligation referred to in Article 8 of the WAM (Motor Insurance Liability Act) and/or does not report the damage as soon as is reasonably possible and thereby harms the interests of the insurer.

7.6 False statement

The insured party furthermore loses his/her entire right to compensation if he/she knowingly makes an incomplete or false statement about the origin, nature and scope of an event or accident.

Claim settlement

Article 8

Lease vehicle

As long as the insured vehicle is the property of and/or is managed by a lessor, any possible compensation, which relates to damage to, or loss of the insured vehicle, shall fall to the lessor in which event the insurer will also be discharged with respect to the policy holder.

Exclusions

Article 9

This insurance does not provide cover if:

9.1 Intent

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

9.2 Races

The event or accident was caused during the preparation for or participation in speed, regularity or skill trials 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 or driving skills training within the Netherlands.

9.3 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 insured vehicle is or would have been forbidden by the law or the government.

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

9.4 Unauthorised driver

The event or accident was caused by a driver or passenger not authorised by the policy holder or by another person having the authority to do so.

9.5 Other use

The event or accident was caused by any use of the vehicle other than that notified to the insurer or by using it for a purpose other than permitted by law.

9.6 Rental, 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 for commuting purposes within the Netherlands who contribute to the costs of that transportation (car pooling).

9.7 Disqualified from driving

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

a. was not in possession of a valid driving licence for the insured 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 conditions stated on his or her driving licence;
- c. had been disqualified from driving ;
- d. has had his or her driving licence withdrawn;
- e. had received a driving ban.

9.8 Seizure

The event or accident has arisen during the time when the insured vehicle was seized, commandeered or used by or pursuant to a decision by the Dutch government or a foreign power.

9.9 Acts of war

The event or accident has arisen from or was 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 another, 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 Mission.

Civil war is understood to mean a more or less organised armed struggle between inhabitants of the same state in which a substantial 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 actions 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 or any armed force directed against the authority under which they have been placed.

9.10 Nuclear reactions and radiation

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

9.11 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 10: Period of limitation

10.1 A legal action to claim compensation must be submitted to the insurer within three years after the day on which the policy holder and/or the insured party became aware of the amount becoming due.

10.2 After the insurer has taken a final decision on the rejection of the right to payment and has informed the policy holder and/or the insured party of this decision in writing, the period of limitation for the legal claim for compensation is a period of six months. The insurer must expressly point out this period of limitation to the policy holder and/or the insured party.

Duty of information to the lessor

Article 11

The insurer will notify the lessor of any changes to or the termination of the insurance or cover at the earliest opportunity.

Notifications

Article 12

12.1 To the insurer

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

12.2 To the policy holder

Notifications by the insurer or the lessor to the policy holder can be effected in a legally valid manner at the last address known to the insurer.

12.3 To the insured party and/or lessor

Notifications by the insurer or the policy holder to the insured party and/or the lessor can be affected in a legally valid manner at the last address known to the insurer.

Terms and conditions per type of insurance

Article 13

These terms and conditions shall apply exclusively in combination with the terms and conditions per type of insurance or type of service. If the terms and conditions for the insurance type concerned contain a provision which deviates from or is inconsistent with the regulations in these terms and conditions on the same subject, the provision in the terms and conditions for the insurance type or service type concerned shall take precedence.

Replacement motor vehicle

Article 14

14.1 Replacement repair etc.

If the insured vehicle is temporarily replaced during repairs or servicing, then the insurance 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 the insurer of the replacement. In that case, the cover commences after acceptance by the insurer

14.2 Temporary motor vehicle while waiting for an ordered lease car

If the insured vehicle is replaced because the motor vehicle concerned was not yet available, then the insurance also applies for the replacement motor vehicle, provided this concerns a similar motor vehicle and that it can be shown that the original insured vehicle was not yet available during that time.

The premium for this period remains due in full.

14.3 Concurrence of insurance policies

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

Insurance contract

Article 15

All terms and conditions in the insurance contract between the insurer and the policy holder can be supplemented or changed. If the insurance contract 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 insurance contract takes precedence.

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

Article 16

16.1 Disputes

All disputes resulting from the insurance contract shall be submitted to the judgment of the competent Dutch court. The offices of Accident Management Services BV (see 16.4) shall be elected as domicile.

16.2 Complaints

Complaints about the insurance contract can be submitted to:

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

16.3 Legal form and address

Euro Insurances DAC
Ground Floor, LeasePlan House,
Central Park, Leopardstown,
Dublin 18,
Ireland.

16.4 Loss adjusters

Accident Management Services BV (AMS)
Postbus 1308
1300 BH Almere The Netherlands

or

Broadspire
Crawford & Company (Nederland) B.V.
Postbus 626, 3000 AP Rotterdam The Netherlands

16.5 AFM registration LeasePlan Nederland N.V.

LeasePlan Nederland N.V is registered with the Netherlands Financial Markets Authority (Autoriteit Financiële Markten – AFM) under number 12015850 as an indemnity insurance broker.

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

Terms and Conditions for Legal Liability Insurance NL 1402-LPD

General terms and conditions

Article 1

These terms and conditions apply, where declared applicable in the insurance contract, in addition to the General Terms and Conditions NL 1401-LPD.

WAM

Article 2

With regard to what may have been provided otherwise in these insurance terms and conditions, this insurance is deemed to comply with the requirements laid down by or pursuant to the Motor Insurance Liability Act (Wet Aansprakelijkheidsverzekering Motorrijtuigen) (hereinafter referred to as WAM).

Definitions

Article 3

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

3.1 Insured parties

- a. The policy holder
- b. The owner, the keeper, the authorised driver, the persons transported in the insured vehicle;
- c. The lessor
- d. The lessee
- e. The employer of the insured parties referred to under b. and d., if pursuant to Article 170 of Book 6 of the Burgerlijk Wetboek [Civil Code] he is liable for the damage caused by an insured party. The insurance only applies for the employer, who is not also the policy holder, if such damage is not covered elsewhere by any other insurance, whether or not of a later date, or would have been covered by that insurance if the present insurance had not been in place.

3.2 Insured vehicle

A vehicle described in Article 1.6 of the General Terms and Conditions NL 1401-LPD.

3.3 Insured amount

The insured amount per occurrence described in Article 4.1 of these terms and conditions.

Cover

Article 4

4.1 Legal liability

The insurance covers the civil liability of the insured parties for damages inflicted with or by the insured vehicle to persons and/or goods and this for all insured parties together up to a maximum of € 2,500,000.00 per event for material damage and a maximum of € 6,100,000.00 per event for bodily injury.

4.2 Transported goods

The insurance also relates to damage caused – other than during loading or unloading – by goods and/or animals that are situated in, or fall from or have fallen from the insured vehicle.

4.3 Trailer

If for driving the insured vehicle a category B-E driving licence is required, then – even if not indicated in the insurance contract – a trailer/caravan shall also be regarded as the insured vehicle provided the coupling complies with the statutory requirements and where the trailer concerned can be regarded as being part of the insured vehicle within the meaning of the WAM.

4.4 Damage to own vehicles

If the insured vehicle causes damage to another motor vehicle of which the insured party is the owner or keeper, the insurer will compensate the damage that was caused to that other vehicle, if and where the insurer would have been held liable pursuant to the insurance terms and conditions if the damage had not been suffered by the insured party but by any injured party, unless the other motor vehicle can be considered within the meaning of the WAM as part of the insured vehicle. No compensation is paid for any reduction in value of the vehicle after repairs, the costs for replacement transport and the loss of profits, if and where these damages are suffered by the insured party himself.

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

4.5 Transport of wounded persons

The insurer compensates the costs for cleaning, repair or replacement of the internal upholstery of the insured vehicle that is required as a result of soiling or damage by wounded persons, while these persons were being transported free of charge.

4.6 Surety

If foreign authorities request the provision of a surety to guarantee the rights of any injured parties, to lift the impounding of the insured vehicle or to obtain the release of an insured party, the insurer will provide this surety up to a maximum of € 50,000.00 for all insured parties together, provided the insured party on whose behalf this is done has a claim against the insurer for compensation of the damage. The insured parties are obliged to authorise the insurer to take possession of the surety as soon as the surety is released. They will have to provide full cooperation to obtain repayment of the surety.

4.7 Legal fees

The insurance includes, in addition to the insured amount, also the payment for:

4.7.1 Criminal proceedings

The costs for the defence, which is provided at the request of the insurer in criminal proceedings brought against the insured party.

4.7.2 Civil action

a. The costs for the defence, conducted in proceedings brought by an injured party against the insured party, under the guidance of the insurer, as well as any resulting legal fees that the insured party may be ordered to pay;

b. The costs for the defence, conducted in a civil action brought by the injured party against the insurer, as well as any legal fees arising therefrom that the insurer may be ordered to pay.

4.8 Statutory interest

The insurance will cover the statutory interest claimed by the injured party on the part of the capital sum covered by the insurance. The statutory interest is insured in addition to the insured amount.

Exclusions

Article 5

Apart from the exclusions set out in the General Terms and Conditions NL 1401-LPD this insurance does not provide cover for:

5.1 Damage to driver

The liability for damage, caused to the driver of the insured vehicle that has caused the accident.

5.2 Insured vehicle and goods

Damage caused:

- a. to the insured vehicle and/or any attached vehicle itself;
- b. to another motor vehicle that is towed by the insured vehicle;
- c. to goods that are located in/on, fall or have fallen from/off the insured vehicle and/or an attached vehicle including any consequential damage;
- d. to goods that the insured party, or someone else on his behalf, has in his possession or in use, pursuant to:
 - a rental, hire purchase, lease or pledge agreement or usufruct (including the right of use and habitation);
 - the practice of a (subsidiary) occupation, the carrying out of manual labour other than as a friendly turn and the fulfilment of military or civil service;
- e. to goods that the insured party, or someone on his behalf, illegally has in his possession or in use;
- f. to goods that are owned by the insured party. The provisions of Article 4.4 of these terms and conditions remain applicable in full.

5.3 Unauthorised seats and/or standing places

The liability for damage due to physical injury, injury to health or the death of any passengers who at the time of the event were situated on or in the insured vehicle other than in the legally authorised seats and/or standing places.

5.4 Contractual liability

The liability or the obligation to compensate for the loss of the policy holder or an insured party that is exclusively the result of a contractual obligation entered into by or on behalf of the policy holder or the insured party.

5.5 Use as an implement

The liability for damage while the insured vehicle was being used as an implement, including any resulting damages.

5.6 Airport aprons

The liability for damages while the event or accident was caused on an airport apron.

Claim settlement

Article 6

6.1 Claims by injured parties

The insurer reserves the right to handle claims by injured parties at its own discretion.

6.2 Compensation

The insurer has the right to pay damages directly to the injured parties and to come to arrangements with them. If the compensation consists of periodic payments and the value of the

payments, taking into account any other damages, is higher than the insured amount, then the duration or the amount of those payments will be reduced proportionately.

Right of recourse

Article 7

7.1 Event not covered

If the insurer, pursuant to the WAM or a corresponding foreign law, is obliged to pay damages without the event being covered, the insurer is entitled to recover the damages and costs due from the liable insured party as well as the policy holder or its contracting party.

7.2 No recourse

The insurer will not exercise this right of recourse with regard to:

7.2.1 Policy holder

The policy holder, if the damage was caused by someone other than the policy holder after the cover had been terminated in accordance with Article 3.3.1 of the General Terms and Conditions NL 1401-LPD.

7.2.2 Insured party in good faith

The insured party, not the policy holder, who could have assumed in good faith that his liability was covered.

7.3 Recovery during storage, repair, etc.

If pursuant to these insurance terms and conditions the insurer is due damages as a result of an event that occurred during a period when the insured vehicle, or any part of it, was in storage, being repaired, maintained or undergoing any other type of servicing for payment, then the insurer reserves the right of recourse against the liable party and his or her employer. These people are expressly not regarded as the insured party or parties.

There is no cover if and insofar as the liability is covered by another insurance policy, whether or not of an earlier date, or would be covered thereunder if the present insurance had not existed.

7.4 Permission of lessor

Recovery will never be exercised without the express written permission of the lessor. If the lessor does not give his permission then the lessor declares that he agrees to pay the damages.

Excess

Article 8

Unless expressly agreed otherwise the excess for every legal liability claim is:

- Nil per event for private motor vehicles and delivery vans
- €250 per event for trucks (> 3,500 GVW).

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

Terms and Conditions for Fully Comprehensive Insurance

NL 1403-LPD

General Terms and Conditions

Article 1

These terms and conditions, where declared applicable in the insurance contract, apply in addition to the General Terms and Conditions NL 1401-LPD.

Definitions

Article 2

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

2.1 Insured parties

- a. The policy holder
- b. The owner, the keeper, the authorised driver
- c. The lessor
- d. The lessee

2.2 Insured vehicle

The Insured vehicle is understood to mean:

2.2.1 Vehicle

A vehicle described in Article 1.6 of the General Terms and Conditions NL 1401-LPD.

2.2.2 Accessories and other fixtures

Permanently fitted accessories and other fixtures, where they have been approved by the insurer and/or lessor and have been included in the insured value. Accessories are also understood to mean: video and/or sound equipment and navigation systems.

2.3 Insured value

The insured value of the vehicle is the sum of:

2.3.1 List price

List price according to the statement of 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 of the standard equipment, which were not included in the list price determined by the manufacturer, including the bodywork company or the importer, where these have been approved by the insurer and/or the lessor and included in the insured value.

2.3.4 Optional VAT

If agreed in the insurance contract, VAT applicable on the amounts stated in Article 2.3.1 and 2.3.3 can be included in the insured value.

2.4 Replacement value

The costs relating to the replacement of an option or an 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 insurance covers the damage to or loss of the insured 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 insured vehicle, embezzlement, joyriding including damage caused to the insured vehicle by the perpetrator of this crime.

It is expressly stipulated that if the events concerned are caused by the lessee or his employee or any other insured parties, these are not covered.

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

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

In addition the following regulations apply:

- All vehicles must as a minimum be fitted with an immobiliser.
- Vehicles heavier than 3,500 GVW must as a minimum be fitted with a security system that complies with Kiwa SCM Class B3.

3.3 Windscreen damage

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

3.4 Storm damage

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

3.5 Natural disasters

Hail, flooding (understood to include the bursting or overflowing of dykes, 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 insured 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 Collision

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

3.11 Other events

Any other sudden and unforeseen external events in respect of the insured vehicle.

3.12 Inherent defect (consequential loss)

The events referred to in Articles 3.1 to 3.11 are also covered if they are the result of an inherent defect in the insured 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 NL 1401-LPD, this insurance does not cover:

4.1 Decrease in value

Damage consisting of decrease in value of the insured 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 insured 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 insured 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 insured vehicle, as well as not following the manufacturer's instructions. This exclusion does not apply if the damage is caused by an event stated 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 insured vehicle, or that was fitted permanently to the insured vehicle but for which the accompanying removable (control) panel, or any type of key or security card cannot be shown after the 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.

Level of compensation

Article 5

5.1 Maximum compensation

The total compensation from the insurer will never be more than the insured value of the vehicle, with the exception of loss assessment costs.

5.2 Repair costs versus write-off

The Insurer shall reimburse as a result of a covered event:

- in the event of damage to the Insured vehicle the repair costs up to a maximum of the difference in the 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 a write-off of the Vehicle the Current Market Value immediately before the total write-off after deducting the proceeds from the remains.

5.3 Theft

In the event of loss due to theft or embezzlement of the insured vehicle, the insurer compensates the market value immediately before the loss, provided not more than the insured value is compensated.

The insurer is only obliged to pay compensation if the ownership rights of the stolen or embezzled insured vehicle are transferred to the insurer.

5.4 Accessories (known to the insurer)

Damage to or loss of accessories and other fixtures such as audio, video or navigation equipment – which have been notified to and accepted by the insurer – as a result of a covered event will be compensated at the replacement cost, minus a write-down of 20% per year (or part of a year). The determination of the compensation referred to in this Article is based solely on the amount of the

original purchase invoice or the purchase invoice for the vehicle that shows which accessories and/or other fixtures were present in the vehicle. Compensation will only be paid after submitting the removable control panel, screen, security card or other security device.

5.5 Accessories (not known to the insurer)

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

The determination of the compensation referred to in this Article is based solely on the amount of the original purchase invoice or the purchase invoice for the vehicle that shows which accessories and/or other fixtures were present in the vehicle. Compensation will only be paid after submitting the removable control panel, screen, security card or other security device.

The maximum compensation is € 500.00 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

Insurer 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, Insurer is entitled to exclude the corresponding damage from cover.

Excess

Article 6

6.1 General

Unless otherwise explicitly agreed, the standard excess for each fire, theft or damage claim is:

- € 150 per event for passenger cars
- € 250 per event for delivery vans and trucks.

If recovery of the damage is possible, the insurer and/or the lessor will credit the excess to the lessee after having received the compensation.

6.2 Excess in case of theft

For

- vehicles of a convertible model
 - vehicles up to 3,500 kg GVW and with an insured value higher than € 50,000 excluding VAT
- an excess applies of 10% of the insured value of the vehicle in the event of theft or attempted theft of the insured vehicle, embezzlement, joyriding including damage that is caused to the vehicle by the perpetrator of this crime.

Instead of 10% of the insured value, the standard agreed excess for fire, theft and damage is applied in the following cases:

- vehicles of a convertible model that are fitted with an alarm system approved in accordance with Kiwa SCM class 3;
- vehicles with an insured value of between € 50,000 excluding VAT and € 75,000 excluding VAT that are fitted with an alarm system approved in accordance with Kiwa SCM class 3;
- vehicles with an insured value of € 75,000 excluding VAT or higher that are fitted with an alarm system approved in accordance with Kiwa SCM class 4 or 5.

6.3 Excess for windscreen damage

No excess 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 front windscreen is replaced by a repairer appointed by the insurer and/or the lessor a discount of € 68 is given on the agreed excess.

The above only applies where the repair or replacement was carried out by a repairer appointed by the insurer and/or the lessor.

Claim settlement

Article 7

7.1 General

If the vehicle is leased, the insured parties must at all times follow the guidelines of the insurer and/or the lessor.

7.2 Loss assessment and repair

The insured party is obliged to enable the insurer to have the damage assessed by one or more experts before starting the repair.

The insured party is however authorised to have an emergency repair (understood to mean a simple temporary provision) carried out, if the damage is of such a nature that it is impossible to continue driving or it is a danger to other traffic or the insured vehicle itself.

Loss assessment and permission for repair does not imply that the insurer/LPNL acknowledges any obligation to pay compensation.

7.3 Place of repair

If repair of damage is approved, the insurer and/or the lessor decides whether, how and where the damage will be repaired.

7.4 Waiting period for compensation payment for theft

In the event of theft or embezzlement of the insured vehicle, joyriding or fraud, the right to compensation only applies after a period of 30 days after the insurer has been notified of the event.

7.5 Payment

7.5.1 Term

If there is a right to compensation pursuant to these terms and conditions, the insurer shall pay the compensation due within 30 days after receipt of all the documents relating to the damage, subject to the provision of Article 7.4.

When compensation takes place as a result of technical or economic write-off of the vehicle the insurer and/or the lessor reserves the right to have the wreck transferred to a party of its choosing. The payment of the compensation will not take place until after the lessee has handed over all parts of the registration certificate belonging to the insured vehicle to the lessor and/or the insurer.

7.5.2 To insurer and/or the lessor

As long as the insured vehicle is the property of and/or is managed by the insurer and/or the lessor, any compensation that relates to damage to, or loss of the insured vehicle, will at all times be paid to the insurer and/or lessor. In the latter case the insurer will also be discharged with respect to the policy holder.

7.5.3 To policy holder

The compensation following fire, theft or damage will at all times be paid out to the policy holder

taking into account the provisions of Article 7.5.2. Any compensation, which is legally owed to the insured party not being the policy holder, will be paid by the policy holder to the insured party.

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 insured party is entitled to appoint his own expert, as opposed to the expert of the insurer, whose fees will be paid for by the insurer up to a maximum of the fees of the expert appointed by the insurer.

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. The insured party and the insurer shall each bear half the costs for the third assessor.

Subrogation

Article 8

By paying the claim following fire, theft and damage, the rights of the insured party against third parties shall be transferred to the insurer, as well as the rights to the insured vehicle that has been lost as a result of theft, going missing or embezzlement and for which compensation has been paid. The insured party is obliged to assist the insurer in its endeavours to recover the loss from third parties, or to reclaim the insured vehicle that has been stolen, embezzled or lost.

Right of recourse

Article 9

9.1 Recovery from non-insured party

If an exclusion applies pursuant to the insurance terms and conditions, but the insurer is nevertheless obliged to pay an insured party compensation pursuant to these terms and conditions, the insurer retains the right of recourse against the party for whom the exclusion applies.

9.2 Recovery in event of storage, repair, etc.

If the insurer is obliged to pay compensation due to an event that occurred during the period when the insured vehicle, or any part of it, was stored, or being repaired, maintained or undergoing any other type of servicing for payment pursuant to these terms and conditions, the insurer retains the right of recourse against the liable party and his or her employer. These people are expressly not regarded as the insured party or parties.

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

Terms and Conditions for Passenger Accident Insurance

NL 1404-LPD

General Terms and Conditions

Article 1

These terms and conditions apply, where declared applicable in the insurance contract, in addition to the General Terms and Conditions NL 1401-LPD.

Definitions

Article 2

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

2.1 Insured parties

A passenger in the insured vehicle, including the driver, who is authorised to use the insured vehicle as such.

2.2 Insured vehicle

A vehicle described in Article 1.6 of the General Terms and Conditions NL 1401-LPD.

2.3 Accident

Accident is understood to mean:

A sudden external force that is independent of the will of the insured party and that immediately affects the insured party, causing a medically demonstrable physical injury that is the direct cause of his death or permanent disability and that occurred with the insured vehicle when being driven or standing still, getting in or out of the vehicle, as well as when performing, or assisting with, minor repairs to the vehicle on the road.

Cover

Article 3

The insurer shall for each accident referred to in Article 2.3, compensate in accordance with the amounts set out in the insurance contract for each insured party, if:

3.1 Death

The insured party dies within two years after the accident as a direct and exclusive result of a physical injury, the nature and location of which are medically demonstrable, which the insured party has suffered exclusively as the result of that accident.

3.2 Disability

Permanent loss (of function) of or permanent inability of the insured party to use certain parts of the body or sensory capacities, as a direct and exclusive result of the physical injury, the nature and location of which are medically demonstrable, which the insured party has suffered exclusively as a result of that accident.

Exclusions

Article 4

Apart from the general exclusions stated in the General Terms and Conditions NL 1401-LPD this insurance will not provide cover in the event of:

4.1 Intent

Events or accidents, caused by intent or conditional intent of the insured party to whom the accident has happened or of someone who has an interest in compensation.

Conditional intent is understood to mean knowingly accepting the bad luck of an accident, other than by just normal participation in traffic.

4.2 Unauthorised seats and/or standing places

Injury of the insured party who at the time of the event or accident was on or in the insured vehicle other than in a legally authorised seat and/or standing place.

4.3 Unsound mind, unconsciousness

The driver of the insured vehicle was disturbed in his mental faculties or while he was in a state of unconsciousness other than as a result of an accident.

4.4 Existing terms and conditions and disorders

If an existing illness, condition or disorder may have an adverse effect on the healing process, then payment will not be made for a larger amount with regard to the accident than would be paid if the insured party had not suffered the illness, condition or disorder.

4.5 State of the Netherlands

If the State of the Netherlands, acting as heir pursuant to the law, makes a claim on this insurance.

4.6 Circumstance

The exclusions set out under 'Driving under the influence' (Article 9.3 NL 1401-LPD), 'Unauthorised driver' (Article 9.4 NL 1401-LPD), 'Disqualified from driving' (Article 9.7 NL 1401-LPD) do not apply for the insured party who can demonstrate that the said circumstances have occurred without his knowledge and against his will and that he cannot reasonably be blamed with regard to these circumstances.

4.7 During storage, repairs etc.

The accident has occurred during the period when the insured vehicle, or any part of it, was stored, being repaired or maintained or undergoing any other type of servicing for payment.

Level of compensation

Article 5

5.1 Level of compensation in the event of Death

The compensation paid in case of death will be the full insured amount for 'Death', after deducting any payments for permanent disability already made pursuant to this insurance. If however the last said payment is higher than in the case of death, the insurer will not reclaim the difference.

5.2 Level of compensation in case of Disability

The maximum payment will be the insured amount for 'Disability', taking into account the following list of injuries followed by the percentage of the insured amount.

5.2.1 Percentages

Full and permanent

- loss of intellectual faculties	100%
- loss of sight in both eyes	100%
- loss of sight in one eye	35%
- deafness in both ears	50%
- deafness in one ear	30%

Full loss or complete inability to use

	Right	Left
- one arm or one hand	75%	65%
- a thumb	25%	20%
- an index finger	15%	12%
- a middle finger	12%	10%
- a ring finger or little finger	10%	8%

If the insured party is fully left-handed, the percentages of the right and left limbs will apply for the left or the right limbs respectively.

Full loss or complete inability to use

- both hands, arms, legs or feet	100%
- one leg or one foot	70%
- one big toe	6%
- one of the other toes	3%

For any other injury not listed above, or in case of a partial inability to use the limbs set out above, the level of compensation will be decided in proportion to the degree of disability taking into account the percentages set out above.

5.2.2 More than one injury

If the accident is the direct cause of more than one injury that result in permanent disability, the compensation will be established by combining the percentages that were calculated in accordance with Article 5.2.1. The total of the amounts payable shall not however in any case exceed the insured amount for Disability.

5.2.3 Cosmetic disfigurement

No compensation will be paid for permanent cosmetic disfigurement without functional limitations.

5.2.4 Existing disability

If an existing disability is exacerbated as a result of an accident, then the compensation will be established on the basis of the disability occurring at that time, deducting the percentage for the existing disability.

5.2.5 Establishment of the compensation

Establishment of the compensation for permanent disability takes place as soon as the insurer accepts a permanent condition of disability based on the advice of its medical advisor.

5.2.6 Doubt about the permanent character

If there are doubts as regards the permanent character of the disability, or if there is a chance that the degree of disability could change, then the insurer is entitled to postpone the establishment of the compensation for permanent disability for up to a maximum of two years after the date of the accident, at which time the compensation will be established, taking into account the then known degree of disability.

5.2.7 In the event of ensuing death

If the insured party dies within two years after the date of the accident as a result of the accident and the compensation for permanent disability has not yet been established, the right to this compensation shall cease.

5.3 Age limit 70 years

For insured parties who are aged over 70 years, the amounts of compensation are 50% of the insured amounts for Death and Disability.

5.4 Number of passengers and insured number of seats

If during an accident the number of passengers exceeds the number of insured seats, as set out in the insurance agreement, then the insured compensation per passenger will be reduced in the proportion of the number of insured seats to the number of actual passengers.

Obligations after an accident

Article 6

In addition to the “Obligations in the event of an accident” set out in the General Terms and Conditions NL 1401-LPD, the insured party, the policy holder, or the beneficiary or beneficiaries are obliged after an event or accident:

6.1 Notification of claim

In addition to the general terms and conditions the insured party and/or policy holder must inform the insurer and/or the lessor within ten days on a (claim) form to be requested from the insurer and/or the lessor that the insured party wishes to make a claim pursuant to this insurance and to provide all the details with regard to the accident.

6.2 In the event of death, notification within 24 hours

To inform the insurer within 24 hours of the death of the insured party as a result of an accident.

6.3 Consulting a medical practitioner

To seek the help of a qualified medical practitioner as soon as possible, and to follow the instructions of this medical practitioner without interruption and to do everything to promote as speedy a recovery as possible.

6.4 Examination

To allow a medical examination of the insured party, at the time and place and as often as required by the insurer.

6.5 Post-mortem

In the event of a fatal outcome of the accident to permit a post-mortem to be carried out on the remains where the insurer deems this necessary and accepting the obligation to undertake the necessary steps to this effect as regards the competent authorities if requested to do so by the insurer.

6.6 Cooperation

To provide all information, authorisations and cooperation with regard to the accident that the insurer requests.

In the event of non-compliance with any of these obligations the insurer cannot be obliged to pay compensation, unless the interested party can demonstrate that the non-compliance cannot be attributed to him (her).

Claim settlement

Article 7

7.1 Payment

If there is a rightful claim to damages pursuant to these terms and conditions, then the insurer will pay the damages due within 30 days after receipt of all documents pertaining to the loss.

7.2 Making payable

The compensation payment will be made payable by the insurer to the insured party concerned, or – in the event of a death – directly to the joint legal heirs where that concerns losses of the deceased insured party that qualify for compensation. The damages referred to in Article 3.1 (b), will be made payable to the appointed rightful claimant pursuant to Article 6:108 of the Burgerlijk Wetboek [Civil Code]. In the event of death the rightful claimant(s) must produce a death certificate.

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

Terms and Conditions for Indemnity Insurance for Passengers NL 1405-LPD

General Terms and Conditions

Article 1

These terms and conditions apply, where declared applicable in the insurance contract, in addition to the General Terms and Conditions NL 1401-LPD.

Definitions

Article 2

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

2.1 Insured parties

A passenger in the insured vehicle, including the driver, who is authorised to use the vehicle as such.

2.2 Insured vehicle

A vehicle described in Article 1.6 of the General Terms and Conditions NL 1401-LPD.

2.3 Accident

An accident is understood to mean a crash, collision, running over, fire, lightning strike, running off the road or into water, suddenly and independent of the will of the insured party.

2.4 Loss

2.4.1 Injury to persons

Injury to persons is understood to mean: a medically demonstrable physical injury or injury to health, whether or not resulting in death, including any resulting loss as a result of an accident.

2.4.2 Loss of goods

Loss of goods is understood to mean: loss as a result of damage and/or destruction and/or loss of the goods that belong to the private household of (an) insured party or parties involved in the accident.

Cover

Article 3

3.1 Insured event

The insurer compensates up to a maximum of € 1,000,000.00 for all insured parties together the loss that is the result of an accident:

a. to the passengers

- the material consequential loss as a result of physical or mental injury, sustained while they were in the motor vehicle, getting in or out of the motor vehicle or if they were carrying out an emergency repair to the motor vehicle on the road or were assisting with that repair in the immediate vicinity of the motor vehicle or were calling for assistance in the immediate vicinity;
- loss described in Article 6:106 of the Burgerlijk Wetboek [Civil Code] (emotional damages) and the costs described in Article 6:96, paragraph 2 and Article 6:107 of the Burgerlijk Wetboek [Civil Code].
- The costs for medical treatment, where these are not covered by any other insurance;
- Damage to goods up to the amount of the repair costs or up to the value of the goods immediately before the event after deducting the proceeds of any remains, where these goods do not belong to any trading stock or may be deemed to be special fixtures or accessories.

b. to the persons referred to in Article 6:108 of the Burgerlijk Wetboek [Civil Code]:

- the loss due to loss of livelihood, pursuant to Article 6:108 paragraph 1 of the Burgerlijk Wetboek [Civil Code]. Also insured are the costs of the removal of the dead body up to a maximum of € 4,500.00 excluding VAT

The insurer will moreover compensate the costs as far as these have been incurred with his approval or at his behest.

3.2 Safety belts

If the loss occurred while the insured party – contrary to the legal requirement – was not wearing a safety belt, the compensation for loss as a result of injury or death will be reduced on the basis of own fault, in accordance with the criteria of civil law, unless it can be demonstrated that not wearing the safety belt did not affect the scale of the loss.

3.3 Rightful claimants

Claims under this insurance can only be made by the injured natural persons who were directly involved in the accident or by their surviving relatives.

3.4 Legal liability insurance

If a claim can be made under the cover of the Legal Liability Insurance for the insured vehicle, the compensation for loss will only be paid pursuant to those terms and conditions.

3.5 Other insurance policies/provisions

If the insured party is fully or partly entitled to compensation pursuant to another insurance policy, whether or not of an earlier date, or to benefits or payments for another reason, then no claim can be made for that part under this insurance. Exceptions to this are compensation under passenger accident insurance, accident insurance or life insurance.

3.6 Exceeding insured amounts

If more than one person may claim rights pursuant to this insurance and their total loss exceeds the insured amount, this will be divided in proportion to their loss. If the payment of compensation consists of periodic payments and the value of those payments, taking into account other benefits, is higher than the insured amount, then the term or the amount of the payment will be reduced in proportion. If the loss exceeds the insured amount and this involves the civil liability of a third party, the claim of the insured party for that excess amount against the liable party will take precedence over the recovery claim of the company.

Exclusions

Article 4

The following exclusions apply in addition to the general exclusions stated in the General Terms and Conditions NL 1401-LPD:

4.1 Intent

Events or accidents that were caused by intent or conditional intent of the insured party or parties who was/were involved in the accident or of someone who has an interest in compensation. Conditional intent is understood to mean knowingly and willingly accepting the bad luck of an accident, other than by just normal participation in traffic.

4.2 Unauthorised seats and/or standing places

Injury to the insured party or parties who at the time of the event or accident was/were on or in the insured vehicle other than in a legally authorised seat and/or standing place.

4.3 During repairs etc.

The accident has occurred during the period when the insured vehicle, or any part of it, was being repaired or maintained or undergoing any other type of servicing for payment.

4.4 Credit cards, money etc.

This concerns claims as a result of the loss, going missing or theft of money, (cash) cheques, payment cards, pin cards, chip cards, credit cards and other paper constituting a monetary value.

4.5 The State of the Netherlands that makes a claim under this insurance.

4.6 Circumstances

The exclusions set out under 'Driving under the influence' (Article 9.3 NL 1401-LPD), 'Unauthorised driver' (Article 9.4 NL 1401-LPD), 'Disqualified from driving' (Article 9.7 NL 1401-LPD) do not apply for the insured party who can demonstrate that the said circumstances have occurred without his knowledge and against his will and that he cannot reasonably be blamed with regard to these circumstances.

4.7 Driving lessons, rental and transport for payment

During the use of the motor vehicle for driving lessons, renting out, paid transport of persons or goods (not including "Pooling" of car journeys for commuting purposes, to events etc).

4.8 Towing

If the insured vehicle is towing another vehicle, then a passenger sitting in the towed vehicle is not considered an Insured Person as described in Article 2.1 of these Terms and Conditions.

4.9 Theft

This insurance does not provide cover for persons who were not authorised by the authorised person to use the car as driver, or any of the passengers during such use.

Obligations after an accident

Article 5

Apart from the "Obligations in the event of a claim" as set out in the General Terms and Conditions NL 1401-LPD, the following obligations apply after an event or an accident:

5.1 Notification of claim

In addition to the general terms and conditions the insured party and/or the policy holder must notify the insurer within ten days by means of a (claim) form to be requested from the insurer and /or the lessor that the insured party is making a claim for losses on the basis of this insurance and to provide all the details regarding the accident.

5.2 In the event of death, notification within 24 hours

To inform the insurer within 24 hours of the death of the insured party as a result of an accident.

5.3 Consulting a medical practitioner

To seek the help of a qualified medical practitioner as soon as possible, to follow the instructions of this medical practitioner without interruption and to do everything to promote as speedy a recovery as possible.

5.4 Examination

To allow a medical examination of the insured party, at the time and place and as often as required by the insurer.

5.5 Post-mortem

In the event of a fatal outcome of the accident to permit a post-mortem to be carried out on the remains where the insurer deems this necessary and accepting the obligation to undertake the necessary steps to this end as regards the competent authorities if requested to do so by the insurer.

5.6 Cooperation

To provide all information, authorisations and cooperation with regard to the accident or the recovery that the insurer and/or the lessor and/or the loss adjuster requests and to refrain from anything that may harm the interests of the insurer.

In the event of non-compliance with any one of these obligations the insurer cannot be obliged to pay compensation, unless the interested party can demonstrate that the non-compliance cannot be attributed to him/her.

Claim settlement

Article 6

6.1 Payment

If there is a rightful claim to compensation pursuant to these terms and conditions, then the insurer will pay the compensation due within 30 days after receipt of all documents pertaining to the loss.

6.2 Making payable

The compensation payment will be made payable by the insurer to the insured party concerned, or – in the event of a death – directly to the joint legal heirs where this concerns losses of the deceased insured party himself that qualify for compensation. The compensation referred to in Article 3.1 (b), will be made payable to the appointed rightful claimant pursuant to Article 6:108 of the Burgerlijk Wetboek [Civil Code]. In the event of death the rightful claimant(s) must produce a death certificate.

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

Terms and Conditions for Collective Indemnity Insurance for Passengers

NL 1410-LPD

General terms and conditions

Article 1

These terms and conditions apply, where declared applicable in the insurance contract, in addition to the General Terms and Conditions NL 1401-LPD.

Definitions

Article 2

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

2.1 Insured parties

A passenger in the insured vehicle, including the driver, who is authorised to use the insured vehicle as such.

2.2 Insured vehicle

A vehicle described in Article 1.6 of the General Terms and Conditions NL 1401-LPD.

2.3 Company car

A vehicle that is made available by or on behalf of the policy holder.

2.4 Private motor vehicle

A vehicle not being a company car

2.5 Employee

Anyone with a permanent or temporary employment contract with the policy holder, as well as the persons referred to in Article 7:658 para. 4 BW [Civil Code].

2.6 Business trip

A trip with a private vehicle that is carried out by an employee as part of his duties for the policy holder. If the business trip starts from the domicile of the employee it falls within the description. Regular commuting traffic does not come under the definition of the term business trip.

2.7 Accident

An accident is understood to mean a crash, collision, or running over, fire or lightning strike, running off the road or into water, suddenly and independent of the will of the insured party.

2.8 Loss

2.8.1 Injury to persons

Injury to persons is understood to mean: a medically demonstrable physical injury or injury to health, whether or not resulting in death, including any resulting loss as a result of an accident.

2.8.2 Loss of goods

Loss of goods is understood to mean: loss as a result of damage and/or destruction and/or loss of the goods that belong to the private household of the insured party or parties who has/have been involved in the accident.

Cover

Article 3

3.1 Insured event

The insurer compensates up to a maximum of € 1,000,000 for all insured parties together the loss that is the result of an accident:

a. to the passengers:

- the material consequential loss as a result of physical or mental injury, sustained while they were in the motor vehicle, getting in or out of the vehicle or if they were carrying out an emergency repair to the motor vehicle on the road or were assisting with that repair in the immediate vicinity of the motor vehicle or were calling for assistance in the immediate vicinity;
- Loss referred to in Article 6:106 of the Burgerlijk Wetboek [Civil Code] (emotional damages) and the costs referred to in Article 6:96, paragraph 2 and article 6:107 of the Burgerlijk Wetboek [Civil Code];
- The costs for medical treatment, where these are not covered by any other insurance;
- Damage to goods up to the amount of the repair costs or up to the value of the goods immediately before the event after deducting the proceeds of any remains, where these goods do not belong to any trading stock or may be deemed to be special fixtures or accessories.

b. To the persons referred to in Article 6:108 of the Burgerlijk Wetboek [Civil Code]:

- The loss due to loss of livelihood, on the grounds of article 6:108 paragraph 1 of the Burgerlijk Wetboek [Civil Code]. Also insured are the costs of the removal of the dead body up to a maximum of € 4,500.00.

The insurer will moreover compensate the costs where these have been incurred with his approval or at his behest.

3.2 Safety belts

If the loss occurred while the insured party – contrary to the legal requirement – was not wearing a safety belt, then the compensation for loss as a result of injury or death will be reduced on the basis of own fault, in accordance with the criteria of civil law, unless it can be demonstrated that not wearing the safety belt did not affect the scale of the loss.

3.3 Rightful claimants

Claims under this insurance can only be made by the injured natural party who was directly involved in the accident or by their surviving relatives.

3.4 Legal liability insurance

If a claim can be made under the cover of the Legal Liability Insurance for the insured vehicle, the compensation for loss will only be paid pursuant to those terms and conditions.

3.5 Other insurance policies/provisions

No claim can be made pursuant to this insurance if the damage is covered by another insurance policy, or would have been if this insurance did not exist.

Exceptions to this are compensation under passenger accident insurance, accident insurance or life insurance.

3.6 Exceeding insured amounts

If more than one person may claim rights pursuant to this insurance and their total loss exceeds the insured amount, this will be divided in proportion to their loss. If the payment of compensation consists of periodic payments and the value of those payments, taking into account other benefits, is higher than the insured amount, then the term or the amount of the payment will be reduced in proportion. If the loss exceeds the insured amount and this involves the civil liability of a third party,

the claim of the insured party for that excess amount against the liable party will take precedence over the recovery claim of the company.

3.7 Private vehicles

Contrary to the provisions under Article 3.1 to Article 3.6 for private vehicles this insurance exclusively provides cover for:

- damage that the insured employees suffer as a result of a covered event in connection with a business trip.
- the liability of the policy holder pursuant to Article 7:658 B.W. [Civil Code] and/or the damage compensation obligation of the employer based on the contractual relationship between the employer and the employee, as well as in all reasonableness and fairness, for the personal damage and material damage that an insured party suffers as a result of an accident with the motor vehicle that occurs during the term of this insurance.

Exclusions

Article 4

The following exclusions apply in addition to the general exclusions stated in the General Terms and Conditions NL 1401-LPD:

4.1 Intent

Events or accidents that were caused by intent or conditional intent of the insured party or parties who was/were involved in the accident or of someone who has an interest in compensation. Conditional intent is understood to mean knowingly accepting the bad luck of an accident, other than by just normal participation in traffic.

4.2 Unauthorised seats and/or standing places

Injury to the insured party or parties who at the time of the event or accident was/were on or in the insured vehicle other than in a legally authorised seat.

4.3 During repairs etc.

The accident has occurred during the period when the insured vehicle, or any part of it, was being repaired or maintained or undergoing any other type of servicing for payment.

4.4 Credit cards, money etc.

This concerns claims as a result of the loss, going missing or theft of money, (cash) cheques, payment cards, pin cards, chip cards, credit cards and other paper constituting a monetary value.

4.5 State of the Netherlands

The State of the Netherlands that makes a claim under this insurance.

4.6 Circumstances

The exclusions set out under 'Driving under the influence' (Article 9.3 NL 1401-LPD), 'Unauthorised driver' (Article 9.4 NL 1401-LPD), 'Disqualified from driving' (Article 9.7 NL 1401-LPD) do not apply for the insured party who can demonstrate that the said circumstances have occurred without his knowledge and against his will and that he/she cannot reasonably be blamed with regard to these circumstances.

4.7 Driving lessons, rental and transport for payment

During the use of the motor vehicle for driving lessons, renting out, paid transport of persons or goods (not including "Pooling" of car journeys for commuting purposes, to events etc).

4.8 Towing

- If the insured vehicle is towing another vehicle, then a passenger sitting in the towed vehicle is not considered an Insured Person as described in Article 2.1 of these Terms and Conditions.

4.9 Theft, joyriding

This insurance does not cover persons who were not authorised by the authorised person to use the car as driver, or any of the passengers during this use.

Obligations after an accident

Article 5

In addition to the “Obligations in the event of an accident” as set out in the General Terms and Conditions NL 1401-LPD the following obligations apply after an event or an accident:

5.1 Notification of claim

In addition to the general terms and conditions the insured party and/or policy holder must inform the insurer and/or the lessor within ten days on a (claim) form to be requested from the insurer and/or the lessor that the insured party wishes to make a claim pursuant to this insurance and to provide all the details with regard to the accident.

5.2 In the event of death notification within 24 hours

To inform the insurer within 24 hours of the death of the insured party as a result of an accident.

5.3 Consulting a medical practitioner

To seek the help of a qualified medical practitioner as soon as possible, to follow the instructions of this medical practitioner without interruption and to do everything to promote a speedy recovery.

5.4 Examination

To allow a medical examination of the insured party, at the time and place and as often as required by the insurer.

5.5 Post-mortem

In the event of a fatal outcome of the accident to permit a post-mortem to be carried out on the remains where the insurer deems this necessary and accepting the obligation to undertake the necessary steps as regards the competent authorities if requested to do so by the insurer.

5.6 Cooperation

To provide all information, proof, authorisations and cooperation pertaining to the accident/loss or the recovery that is requested by the insurer and/or the lessor and/or the loss adjuster and to refrain from doing anything that could harm the interests of the insurer.

In the event of non-compliance with any of these obligations the insurer cannot be obliged to pay compensation, unless the interested party can demonstrate that the non-compliance cannot be attributed to him (her).

Claim settlement

Article 6

6.1 Payment

If there is a rightful claim to damages pursuant to these terms and conditions, the insurer will pay the damages due within 30 days after receipt of all documents pertaining to the loss.

6.2 Making payable

The compensation payment will be made payable by the insurer to the insured party concerned, or

– in the event of a death – directly to the joint legal heirs where this concerns losses of the deceased insured party himself that qualify for compensation. The damages referred to in Article 3.1 (b), will be made payable to the appointed rightful claimant pursuant to article 6:108 of the Burgerlijk Wetboek [Civil Code]. In the event of death the rightful claimant must produce a death certificate.

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