

# General Conditions

NO-0001

## Definitions

### Clause 1

In these conditions the following words shall have the following meaning:

The parties to the insurance contract:

#### 1.1 Insurer

Euro Insurances DAC Trading as LeasePlan Insurance, LeasePlan House, Ground Floor, Central Park, Leopardstown, Dublin 18, Ireland

#### 1.2 Policyholder

The leaser with LeasePlan as co-insured when the vehicle is owned by LeasePlan.

#### 1.3 Insured

The party which pursuant to the insurance contract is entitled to receive compensation or the sum insured from the Insurer.

Object of the insurance contract:

#### 1.4 Insured object

##### 1.4.1 Motor vehicle

An object which may be regarded as a motor vehicle within the meaning of the (Norwegian) Motor Insurance Liability Act (1961) and is included in the fleet of vehicles as described in clause 1.5.

##### 1.4.2 Accessories and other equipment

Permanent accessories and other equipment included in the insurable value. Other non-mounted equipment is not included by the cover, except for an extra set of tires.

#### 1.5 Fleet

The collection of Insured objects which the Policyholder is the owner of or is obliged to insure.

#### 1.6 Due date

The date mentioned in the insurance policy on which the insurance coverage terminates.

#### 1.7 Event or accident

An event or series of corresponding events which resulted in damage or liability.

#### 1.8 Claim handler

The body entrusted with settlement of claims on behalf of the Insurer under the insurance policy.

## **Scope of insurance**

### **Clause 2**

The policy is exclusively effective within the countries for which the insurer has issued an international certificate of insurance (Green Card) including transportation of the motor vehicle. For the time being, an international certificate of insurance (Green Card) is not necessary in order to be granted license by the authorities for border crossing without separate liability cover in the following countries: Austria, Belgium, Czech Republic, Croatia, Denmark, Finland, France, Germany, Great Britain, Greece, Ireland, Iceland, Hungary, Italy, Luxembourg, Netherlands, Northern Ireland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland.

## **Duration and termination of the policy**

### **Clause 3**

#### **3.1 Duration of the policy**

Initially the policy will be taken out until the fleet renewal date. Thereafter the policy will be automatically extended for a period of 12 months, unless the policy has been cancelled prior to renewal.

#### **3.2 Termination of the policy**

The parties may terminate the policy in writing in accordance with the provisions of The Insurance Contract Act.

#### **3.3 Termination of insurance of separate object**

The insurance of an object insured as part of the fleet will be terminated at the moment that:

##### **3.3.1 The policyholder ceases to be the owner of or have an interest in the insured object.**

When the register administered by the Norwegian Public Roads Administration (NPRA) states that the insured object has been sold, wrecked or stolen. The Third Party Liability insurance will in any case be terminated when the register administered by the Norwegian Public Roads Administration (NPRA) states that the vehicle has been de-registered (cfr. the insurance certificate).

##### **3.3.2 The Policyholder losing the actual control over the insured object.**

##### **3.3.3 The Insured object is regarded as being completely lost.**

## **Reporting and cancelling of Insured objects**

### **Clause 4**

#### **4.1 Reporting and cancelling**

The policyholder may report objects which will form part of the Fleet to the insurer as well as cancel objects which are no longer included in the Fleet.

#### **4.3 Additional conditions and/or premiums for objects**

The insurer reserves the right to refrain from accepting objects and/or to impose additional conditions or premiums. The insurer should notify the policyholder in writing not later than 30 days after receiving the report.

## **Premium**

### **Clause 5**

#### **5.1 Payment**

The policyholder should pay in advance the premium, costs and the insurance premium tax not later than the 15th day after having been invoiced.

## 5.2 Set-off

When one or more objects are reported or cancelled in between due dates, the premium will become due or be refunded proportionally at the next Due date.

## 5.3 End of cover

At the end of the cover the policyholder remains fully obliged to pay the overdue payments as well as the amounts and costs as yet to become due.

## **Obligations when there is damage**

### **Clause 6**

#### 6.1 Notice

The Insured is obliged to notify the Insurer not later than 48 hours after the occurrence of any event - or after the moment in time it became known to the insured - where the insured object was involved directly or indirectly and from which an obligation to pay damages might result for the Insurer.

#### 6.2 Co-operation

The Insured is obliged to provide the Insurer with all information and all documents which may be necessary for the Insurer in order to calculate its final liability and ensure any claims towards third parties. Further the Insured should refrain from doing anything which could harm the Insurer's interests.

#### 6.3 Theft etc. of object

The Insured is obliged to report immediately to the Insurer and the local police any theft, embezzlement, or malicious damage of the insured object and to provide all cooperation in detecting and claiming back the object.

The Insurer may also instruct the Policyholder to report theft or malicious damage to private organisations in order to retrieve and recover the vehicle.

#### 6.4 Extinction of rights

In the event of the Insured not complying with the insurer's request for documentation, interest will be suspended for the time lost as a result.

#### 6.5 False information

Moreover, the Insured will lose his/her right to payment in the event of providing intentionally incomplete or false information about the origin, the nature and the scope of an event or accident.

#### 6.6 Permanent accessories

Permanent accessories not included in the insurance object's standard equipment will only be compensated pursuant to written documentation with regard to the Policyholder's acquisition of such accessories.

## **Claim settlement**

### **Clause 7**

Lease object

So long as the Insured object is owned by LeasePlan Norge AS, any damages relating to the damage or loss of the Insured object, will accrue to this company, unless the compensation is paid

directly to a third party as compensation for recoverable damages. Such payment will discharge the Insurer's liability towards the Policyholder/the Insured

The Insured is entitled to interest in accordance with section 8-4 of The Insurance Contract Act.

## **Exclusions**

### **Clause 8**

This policy does not provide cover in the event of:

#### **8.1 Wilful intent or gross negligence**

Damages caused by the Insured's wilful intent. If the Insured has caused the insurance event by gross negligence, the compensation will be determined based on an assessment of the degree of blame and the circumstances in general.

#### **8.2 Competitive activities**

The event or accident being caused during preparing or participating in speed races, rides or rallies of time keeping or skill and all other races or tests.

#### **8.3 Driving under the influence/intoxicated**

An event caused by the Insured under the self-inflicted influence of alcohol or any intoxicating or sedative substance, or if the event is caused by somebody else while that somebody else was driving the car in a state as stated, if the Insured contributed to the car being used even when he or she knew or ought to understand that the driver was under the influence.

#### **8.4 Non-authorized driver**

The event or accident being caused by a driver or passenger not authorized by the Policyholder/the Insured or by a person empowered to authorize him/her.

#### **8.5 Other use**

The event or accident being caused by any other use of the Insured object than reported to the Insurer or by using it for another purpose than permitted by Law.

#### **8.6 Rental, paid transport**

The event or accident being caused when the Insured object was rented out or used for paid transport of persons. Transport of persons in motor vehicles between the domicile and workplace within Norway who contribute to the costs of this transport (car-pooling) is not regarded as paid transport.

#### **8.7 Seizure**

The event or accident was caused in the period that the Insured object was seized, was claimed or used by or by virtue of a decision of the Norwegian Government or a foreign power.

#### **8.8 Acts of war**

The event or the accident originating from or being caused by armed conflict, civil war, insurrection, internal civil commotion, riot- mutiny or other warlike situations.

#### **8.9 Nuclear reactions and radiation**

The event or accident being caused by nuclear reactions or radiation.

## **Safety Regulations**

### **Clause 9**

#### 9.1 Safety regulation – information to users of the Insured object

The Policyholder is obliged to inform users of the Insured object of this insurance contract including applicable exclusions, and to instruct the user to act in compliance with the applicable terms and conditions.

#### 9.2 Safety regulation – driver

The driver of the insured object shall have a valid driving licence and other permits or attestations required by the authorities for that class and type of motor vehicle.

#### 9.3 Safety regulation – maintenance and use

- a. The Insured object shall be maintained in accordance with the recommendations given by the manufacturer and/or the dealer;
- b. The cooling system of the Insured object shall be properly filled with liquid to prevent frost under the climatic conditions the Insured object will be exposed to.

#### 9.4 Safety regulation – extra set of tires

The extra set of tires shall be kept in a locked space or be safely locked up by another method. Tires which are stored in a shared garage facility or in a shared shed/room shall be locked or bolted to a wall, roof or floor.

#### 9.5 Safety regulation – audiovisual equipment

When the motor vehicle is abandoned, removable panels or other form for keys shall be stored safely, separately from the vehicle.

9.6 The Insured object shall be kept closed and locked up, and the key shall be stored safely, separately from the Insured object.

Damages caused by break-ins and/or theft must be substantiated by the Insured.

## **Adjustments to premiums, rates and conditions**

### **Clause 10**

#### 10.1 Adjustment per Due date

The insurer is entitled to adjust as per the Due date the premiums and conditions as in force with respect to the insurance policy. The Insurer should inform the policyholder of the adjustments in writing in connection to the premium notice.

#### 10.2 Notice

Should the policyholder not agree with the adjustments as set out in clause 10.1, the policyholder should give notice to the insurer within 30 days. In that case the policy will terminate as per the Due date.

## **Lapse of rights**

### **Clause 11**

The Insured will forfeit the right to compensation unless the claim has been filed with the Insurer within one year after the Insured became aware of the circumstances on which it is founded, cfr. the Insurance Contract Act (1989) section 8-5.

Should this concern a liability claim, the insurer will in that case be entitled to recovery according to the provisions set out in clause 7 of the Third-party Liability Conditions NO-0002, cfr. the Motor Insurance Liability Act (1961) section 12 and the Compensation Act (1969) sections 4-2 and 4-3.

Any right to damages, resulting from this insurance policy will lapse one year after the written notice to an insured that his/her claim has been rejected by the insurer, unless legal action has been taken out against the respective insurer within this deadline.

## **Notices**

### **Clause 12**

#### **13.1 To the Insurer**

Notices by the Policyholder shall be sent to the Insurer through LeasePlan Norge AS, P.O. Box 6019 Etterstad, 0601 Oslo, tel. (47) 23 06 98 00, fax (47) 23 06 98 03.

#### **13.2 To the Policyholder**

Notices from the Insurer to the Policyholder may be legally effected to the latter at the address last known to the Insurer.

## **Conditions per insurance cover**

### **Clause 13**

These conditions are exclusively effective in combination with the Conditions per insurance cover. Should the conditions of the respective insurance cover with respect to the same subject matter contain a provision deviating from or inconsistent with the provisions in these Policy conditions, the provisions in the Conditions of the respective insurance cover will prevail.

## **Insurance policy**

### **Clause 14**

All conditions may be supplemented or amended in the Insurance policy between the Insurer and the Policyholder.

Should the insurance policy contain a provision deviating from or being inconsistent with the provisions in these Policy Conditions with respect to the same subject matter, the provisions in the insurance policy will prevail.

## **Information procedure**

### **Clause 15**

#### **15.1 Choice of law**

The insurance contract is governed by Norwegian law.

#### 15.2 Disputes

All disputes arising from the insurance policy shall be submitted to the decision of the competent Court in Norway.

#### 15.3 Independent handling of complaints

Complaints relating to the insurance policy may be submitted to:

The office for insurance complaints at;

P.O. Box 53, Skøyen

0212 Oslo, Norway

Telephone (47) 231-3 1960

#### 15.4 Claim handler

Claim handling on behalf of the Insurer is conducted by LeasePlan Norge AS, P.O. Box 6019 Etterstad, 0601 Oslo, Norway.

These conditions become effective on 1 January 2011

## Third Party Liability conditions

No-0002

### General Conditions

#### Clause 1

These conditions are effective in combination with the General Conditions NO-0001. In the event of conflict between the two sets of conditions, these conditions shall prevail.

Motor Insurance Liability Act ('1961')

#### Clause 2

Without regard to provisions in these policy conditions to the contrary, this insurance is deemed to comply with the requirements laid down by or by virtue of The Motor Insurance Liability Act (hereinafter called: 'ALA').

### Definitions

#### Clause 3

In these terms and conditions the following words shall have the following meaning:

##### 3.1 Insured parties

- a. The Policyholder
- b. The owner and/or holder of the Insured object
- c. Authorized driver of the Insured object

##### 3.2 Sum Insured

In the event of damage to property, the Sum Insured is 10,000,000 Kroner per Insured event. In the event of personal injury, no Sum Insured shall be applicable.

### Cover

#### Clause 4

##### 4.1 Third-party liability

The insurance covers the liability of the Insured parties in accordance with the ALA, limited to the Sum Insured per Insured event. The Sum Insured shall function as a limitation of the Insurer's liability even if several Insured parties are liable for the same insurance event.

Should the event or accident be caused in a country where by law a higher maximum is prescribed, the policy will give cover up to that higher amount.

##### 4.2 Trailer

The insurance contract also covers damage caused by a trailer or caravan, provided that the connection between motor vehicle and trailer/caravan meets the legal requirements and insofar as the respective trailer/caravan may be regarded as part of the Insured object within the sense of the ALA.

##### 4.3 Damage to non-third party vehicles

Should the Insured object cause damage to another motor vehicle owned or held by the Policyholder, the insurance settlement shall take place as if separate liability and vehicle damage covers were established for each of the two vehicles.



#### 4.4 Transport of casualties

The insurer shall compensate the costs of cleaning, repair or replacement of the inside furnishing of the insured object which has become necessary because of contamination or damage by wounded persons being transported free of charge.

#### 4.5 Security

Should a security be required by a foreign authority in order to secure the rights of injured parties in order to obtain a release of the seized insured object or the release of an Insured party, the insurer shall provide this security up to a maximum of 370,000.-Kroner. The Insured party is obliged to aid in any way possible in order to avoid the presentation of such claim, and will have to give all possible co-operation to obtain repayment.

#### 4.6 Court costs

Court costs are covered for the owner of the Insured object as well as for the authorized user or driver in accordance with a specific set of conditions.

### **Exclusions**

#### **Clause 5**

Apart from the general exclusions as set out in the General Conditions NO-0001 this insurance provides no cover for:

##### 5.1 Damage to the driver

The liability for damage suffered by the driver of the insured object causing the accident.

##### 5.2 Insured object and transported goods

Damage caused:

- a. to the Insured object and/or to any object linked to it;
- b. to another motor vehicle being towed by the Insured object;
- c. to matter situated in/on, dropping or dropped from/out of the Insured object and/or linked object including the damage arising from this.
- d. Liability incurred by the Insured party for damage to goods carried by the motor vehicle.

##### 5.3 Unauthorized seating and/or standing place

The liability for damage because of physical injury, harm to health or death of accompanying passengers who at the time of the event are on or in the insured object other than on legally prescribed seating and/or standing places, in accordance with ALA regulations.

##### 5.4 Contractual liability

The liability or obligation to indemnify the damage to the policyholder or an insured party, exclusively resulting from a contractual obligation entered into by them or on behalf of them.

##### 5.5 Use as tool

Liability for damage when the Insured object was used as a tool including all damage resulting from this.

##### 5.6 Aviation platforms

The liability for damage caused by the use of the Insured object on an aviation platform.

## **Claim settlement**

### **Clause 6**

#### 6.1 Claims of injured parties

The Insurer is entitled to handle claims of injured parties at its own discretion.

#### 6.2 Damages

The insurer is entitled to pay the damages directly to the injured parties and reach an amicable settlement with them.

## **Right of recourse**

### **Clause 7**

#### 7.1 Right of recourse for the Insurer

In the event of the Insurer being obliged to pay damages, the Insurer is entitled to recover the damages and costs it owes from the liable Insured party as well as from the user of the Insured object, in accordance with ALA regulations.

#### 7.2 No right of recourse towards the Policyholder

The Insurer has no right of recourse towards the Policyholder, unless the damage on which the recourse claim is based has been caused by the Policyholder him-/herself.

#### 7.3 Recovery on parking, repair etc.

Should the insurer become liable to pay damages under these terms and conditions because of an event, occurring during the time that the insured object or any part thereof was parked for a fee, was given in repair, maintenance or any other form of handling, the insurer reserves the right to recover from the liable person and from the party who employed him. These persons are explicitly not regarded as insured person(s).

These conditions become effective on 1 January 2011.

## **Vehicle Damage Conditions**

*No-0003*

### **General Conditions**

#### **Clause 1**

These conditions are effective in combination with the General Conditions NO-0001. In the event of conflict between the two sets of conditions terms, these conditions shall prevail.

### **Definitions**

#### **Clause 2**

In these conditions the following words shall have the following meaning:

##### 2.1 Insured parties

- a. The Policyholder;
- b. The owner and/or holder, of the Insured object;
- c. Authorized driver of the Insured object

##### 2.2 Insured object

The objects described in section 1.4 of the General Conditions NO-0001.

##### 2.3 Insured value

The insured value of the object consists of the sum of:

###### 2.3.1 Catalogue price

The catalogue price for the Insured object including an extra set of tires, as listed by the importer/manufacturer on the date of which the Vehicle Registration Document was issued.

###### 2.3.2 Registration fee

Applicable registration fees which are not reimbursed.

###### 2.3.3 Accessories and other provisions

The amount of all accessories to and or adjustments to the standard equipment not included in the catalogue price fixed by the manufacturer, the importer or the coach-builder; including stereo, rack arrangements and fittings – limited to 15,000 Kroner, mounting included (additional cover may be established pursuant to separate agreement).

### **Cover**

#### **Clause 3**

The insurance covers damage caused by sudden and unforeseen external events with respect to the insured object, such as collisions, off-road driving, vandalism and similar events.

3.1 The insurance provides cover for damage or loss to the Insured object caused by or consisting of the following events:

##### Fire/theft

Damage to the Insured object caused by fire, lightning and explosion, in addition to break-in and theft of the Insured object.

#### Glass

Damage to and repair of the vehicle's external window panes (including sunroof) in the event of an accidental and sudden external influence. Damage to the vehicle's glass roof is considered hull damage.

#### Roadside Assistance

Refer to separate conditions.

#### 3.2 Inherent fault (consequential loss)

The events mentioned under 3.1 are also covered if they are the result of an inherent fault of the insured object.

### Exclusions

#### Clause 4

Apart from the general exclusions as set out in the General Conditions NO-0001 this policy does not provide cover for:

##### 4.1 Decrease in value

Damages consisting of a decrease in value of the insured object.

##### 4.2 Replacement transport

Damages because of not being able to use the vehicle.

##### 4.3 Inherent fault

An inherent fault of the insured object, such as motor and driving gear. This exclusion does not apply if the damage was caused by an event under clause 3.1.

##### 4.4 Loss or theft of documents, keys, accessories etc.

Loss of documents, keys or other movable property in connection to theft of or from to the Insured object..

##### 4.5 Aesthetic damage

Damage in the form of small scratches etc. and damage not affecting the basic functionality of the accessory and/or provision.

##### 4.6 Damage caused by the requisition of the Insured object by public authorities.

### Extent of damages

#### Clause 5

##### 5.1 Maximum damages

The total damages of the insurer will never amount to more than the insured value of the object with the exception of surveyor's fees and interest in accordance to the Insurance Contract Act, section 8-4.

##### 5.2 Repair costs in comparison with total loss

In cases of damage to the Insured object the Insurer will indemnify the repair costs for not more than the difference in the Insured object's market value immediately before and after the event. Should the repair costs be higher than this difference, there is a total loss, entailing that the

Insurer's liability is limited to the market value of the Insured object immediately before the insurance event.

#### 5.3 Theft etc.

In cases of loss by theft or embezzlement of the Insured object the insurer will indemnify the current market value of the object immediately before the loss.

The Insurer is only obliged to indemnify in the event of the title of the stolen or embezzled Insured object being transferred to the Insurer.

#### 5.4 Permanent accessories

Damage to or Loss of accessories included in the insurance cover will be indemnified on the basis of the amount paid when purchased, with a depreciation of 20% per (part of a) year deducted.

When determining the damages as meant in this clause, only the amount on the original purchase invoice is taken as a starting point, cfr. Section 2.3.3 – accessories and other provisions.

Depreciation is not applicable in connection to fittings damaged due to an insurance event.

### **Excess**

#### **Clause 6**

For each hull claim an excess will apply of which the level and conditions are mentioned in the insurance agreement.

The excess is reduced by 3,000 Kroner pursuant to documentation from the police or the local game committee proving that the damage has been caused by a collision with wild animals.

The excess is reduced by 3,000 Kroner if an FG approved alarm system was operational at the time of a theft of, or break-in damage/loss in connection to, the Insured object.

### **Claim settlement**

#### **Clause 7**

##### 7.1 General

Compensation is determined in accordance with the contract between the Insurer, or their appointed claims representative and the Policyholder. All Insured parties are bound by this.

##### 7.2 Survey and repair

The insured is obliged to give the insured the opportunity to have the damage surveyed by one or more expert (s) before the repair can be started.

However, the Insured is entitled to have an emergency repair carried out (by which is also meant a temporary simple provision), should the damage be of such a nature that further driving is impossible or causes danger to the traffic or the Insured object itself.

A survey of the damage and consent for repair does not imply an acknowledgement by the Insurer of any obligation to pay damages.

##### 7.3 Place of repair of damage

The Insurer will determine whether and where the damage will be repaired.

##### 7.4 Waiting period payment after theft

Should theft or embezzlement, joy riding or fraud of the insured object have taken place, the right to indemnification will only exist after expiry of a 30 day waiting period after having given notice to the Insurer of the event.

#### 7.5 Payment

Should there be any right to payment of damages under these conditions, the Insurer will proceed to payment of the damages due after receipt of all documents relating to the damage without prejudice to the provisions set out in clause 7.4.

#### 7.6 Dispute on determination of damages

Should there be a dispute about the amount of the body damage to the Insured object, the Policyholder and the Insurer will each appoint an expert to assess the damage. The costs in connection to the appointment of experts will be at the expense of the respective party.

Should there be a disagreement between both experts, they will jointly appoint a third expert whose loss assessment should remain between the limits of both assessments and this third assessment will be binding. The Policyholder and the Insurer will each bear half of his/her fee.

### **Subrogation**

#### **Clause 8**

By indemnifying the body damage the rights of the Insured upon any third parties will be transferred to the Insurer as well as the rights to the Insured object that is lost because of theft, loss or embezzlement and for which damages have been paid. The Insured is obliged to assist the Insurer in its attempts to recover the damages from third parties or to claim back the Insured object which was stolen, embezzled or lost.

### **Right of recourse**

#### **Clause 9**

##### 9.1 Recourse on non-insured

Should an exclusion apply under the policy conditions but the Insurer nevertheless be found to owe damages to the Policyholder under these conditions, the Insurer reserves the right to recover from the person to whom the exclusion applies.

##### 9.2 Recourse when parked, in repair, etc.

Should the Insurer be found to owe damages under these policy conditions because of an event occurring in the period that the Insured object or any part of it was parked for a fee, or given in repair, maintenance or any other form of handling, the Insurer reserves the right to recover from the liable person and the person who employed him/her. These persons are explicitly not regarded as insured person(s).

These conditions are effective on 1 January 2011.

## **Personal Indemnity Conditions (Drivers Accident Insurance) NO-0004 General Conditions**

### **Clause 1**

These conditions are effective in combination with the General Conditions NO-0001. In the event of conflict between the two sets of conditions terms, these conditions shall prevail.

### **Clause 2 Definitions**

In these conditions the following words shall have the following meaning:

#### **2.1 Insured parties**

The Insured party is the person whose life and health is covered by this insurance contract, see clause 3.

#### **2.2 Insured object**

An object as described in clause 1.4 of the General Conditions NO-0001.

#### **2.3 Insurance event**

An insurance event has occurred when the factual conditions described in clause 2.4 are present.

#### **2.4 Accident**

By accident is meant a sudden external, directly affecting force independent of the insured's will which causes him/her personal injury which is the direct cause of his/her death or permanent disability, caused by the insured object during driving and whilst stationary, getting in and out as well as carrying out or assisting in small repairs to the insured object en route. Psychological injuries are not included by the insurance cover, see clause 6.2.5.

#### **2.5 Sum Insured**

The Sum Insured is the amount which is paid pursuant to an insurance event, as determined under clause 5.

#### **2.6 Cohabitant**

A cohabitant is defined as:

- A person with whom the deceased lived together with in a marital like relationship at the time of his/her death, provided that information registered in the National Register shows that the two has had the same residence over the last two years prior to the insurance event.
- A person who had common children with and the same residence as the Insured party.

The person will notwithstanding the above not be regarded as a cohabitant if there, at the time of death, existed factual circumstances deterring the two from entering into legal marriage, or if it must be regarded as evident that separation had been taken out at an earlier point in time.

#### **2.7 Spouse**

A person is not regarded as spouse if there, at the time of death, has been pronounced a judgement giving order, or granted license, for separation or divorce. This provision does apply even though the judgement or decision was not yet legally enforceable or final.

### **Clause 3**

The insurance cover is applicable for the authorized driver of, and passengers in, the Insured object, limited to the allowed numbers in accordance with the Vehicle Registration Document, who find themselves in, on, or by the Insured object.

### **Clause 4**

The insurance is applicable within the geographical area as defined for the Insured object in clause 2 of the General Conditions NO-0001.

### **Clause 5 Cover**

#### **5.1 Death**

If the accident causes the death of the insured within one year of the accident, the Insurer will pay Death compensation. .

The Sum Insured in the event of death is 100,000 Kroner per person, provided that the Insured had a spouse/cohabitant alive, or was responsible for the support for children, at the time of death. In other instances, the Sum Insured is 20,000 Kroner.

#### **5.2 Medical disability**

If the accident causes the Insured to be disabled for life within two years after the accident, the Insurer will pay Disability compensation.

The Sum Insured in the event of 100% disability is 200,000 Kroner per person. The compensation in each case is calculated based on a percentage share of the Sum Insured, corresponding to the disability rate.

Permanent disability is assessed in accordance with regulation 21.04.1997, number 373, from the Ministry of Health and Social Affairs.

#### **5.3 General provisions**

For insured parties above 70 years the insurance payments amount to 50% of the sums insured for Death and Disability.

### **Clause 6 Relevant damages and exclusions**

6.1 The insurance includes cover for accidents causing the death of, or permanent medical disability to, the Insured party.

6.2 The Insurer is not liable for:

6.2.1 Apart from the general exclusions as set out in the General Conditions NO-0001 this policy does not provide cover for:

#### **6.2.2 Wilful intent**

If the Insured has caused the insurance event intentionally, the Insurer is not liable. The Insurer is, nevertheless, liable if due to age or frame of mind the Insured was incapable of understanding the implications of the action. The insurer is not liable if the insured has committed or attempted to submit suicide, unless the claimant can establish that the action was the result of a sudden mental derangement, which was not caused by self-inflicted influence of alcohol or another intoxicating or sedative substance, or a mental affliction. Refer the Insurance Contract Act, section 13-8.



### 6.2.3 Gross negligence

If the Insured has caused the insurance event by being grossly negligent, or increased the extent of the loss, the liability of the Insurer may be reduced or cease to exist. In deciding this, emphasis shall be given to the degree of blame, the course of events, whether the Insured was in a self-inflicted state of intoxication, cfr. The Insurance Contract Act, section 13-9.

### 6.2.4 Fights, crimes and retaliation

The insurance does not cover accidents caused by the Insured:

- participating voluntarily in a fight
- being the victim of retaliation acts in connection to his/hers participation in criminal activity

### 6.2.5 Disease etc.

The Insurer is not liable for disease, sickly conditions or sickly predispositions. Further, the insurance does not cover the following conditions, even though an accident has been the triggering factor:

- stroke
- heart attack
- cancer
- backache, unless the pain has been caused by a fracture in the vertebral column as demonstrated by x-ray, and the fracture is caused by an accident covered by the insurance.

### 6.2.6 Cosmetic defects

No payment will take place because of permanent cosmetic defects without any functional restrictions.

## **Clause 7 Claim settlement**

### 7.1 General provisions

If the Insured dies from another cause than the accident before the date of settlement, the right to compensation will lapse.

### 7.2 Death

Should the accident cause the death of the Insured within a year after the accident, death compensation is paid to the beneficiary. Any disability payments already made under this policy for permanent disability will be deducted from the payment.

The definition of beneficiaries is pursuant to The Insurance Contract Act, section 15-1, entailing that the Insured's spouse or cohabitant is entitled to receive the compensation (see clause 2.6). Should the deceased not have a spouse or cohabitant, the heir(s) in accordance with law or pursuant to the deceased's last will is/are entitled to receive the payment.

The State is not entitled to payments under this insurance agreement with reference to its possible status as an heir.

The right to death benefit lapses if the beneficiary has caused the insured's death by a punishable offense. Refer The Insurance Contract Act, section 15-9, and the Inheritance Act, section 73.

The death benefit falls due for payment when the death has occurred, and the Insurer has received the claim with relevant documentation and been allowed a reasonable time to clarify the circumstances and calculate its final liability. The documentation should include the death certificate and a confirmation with regard to the claimant's status as a beneficiary.

### 7.3 Medical disability

Should the accident cause permanent medical disability within two years after the date of the accident, disability compensation is paid to the Insured. The compensation is calculated based on the disability rate at the time of payment.

Should there be any doubt about the permanent nature of the disability, or if there is a chance that the disability percentage will change, the Insurer will be entitled to postpone the determination of the payment for permanent disability until three years after the date of the accident,

Should it be likely that the condition would have improved as a consequence of an operation, and the Insured declines such treatment without reasonable cause, the assessment of the degree of disablement shall take into account the improvement of the condition which would be caused by such treatment.

Should the Insured die as a consequence of the accident between one and three years of the date of the accident and the payment for permanent disability has not yet been determined, the right to this payment will lapse.

Should an accident be the direct cause of various injuries to the same person which result in permanent disability, the payment will be determined in accordance with the provisions determined by the Norwegian Labour and Welfare and Organisation. Should a pre-existing disability be increased by an accident, the payment will be determined on the basis of the disability at that time, decreased by the disability percentage already in existence before the accident.

### **Clause 8 Obligations after an accident**

Apart from the 'Obligations when there is damage' as set out in the General Conditions NO-0001 the policyholder, the insured and the beneficiary respectively is (are) obliged after an event or accident:

To notify the Insurer about the accident without any undue delay, cfr. The Insurance Contract Act, section 13-11.

#### 7.3 Consulting a doctor

#### 7.4 Check-up

To allow a medical examination of the injured person, where, when and as often as required for the benefit of the Insurer. The Insurer is responsible to pay for such examination.

To allow a post-mortem examination of the body if deemed necessary by the Insurer. In connection to other injuries, the injured person must call in the aid of a qualified doctor as soon as possible, and follow the instructions of this doctor, cfr. The Insurance Contract Act, section 13-12.

These conditions are effective on 1 January 2011.

# Roadside Assistance Conditions

NO-0005

## General Conditions

### Clause 1

These conditions are effective in conjunction with:

General Conditions NO-0001

Vehicle Damage Conditions NO-0003

Personal Indemnity Conditions NO-0004

where applicable in the insurance agreement. In the event of any inconsistencies, the latter conditions will prevail.

## Definitions

### Clause 2

In these conditions the following words shall have the following meaning:

2.1 Insured parties

- a. The Policyholder;
- b. The owner or holder of the Insured object,
- c. The authorized driver of the Insured object,
- d. The passengers transported by the Insured object; but not including hitchhikers.

2.2 Insured object

An object as described in clause 1.4 of the General Conditions, NO-0001.

## Cover

### Clause 3

This insurance will cover the Insured's costs incurred for the following:

3.1 Additional costs to transport the Insured party home;

3.1.1 Where the driver has been involved in an accident or because of a sudden illness and for this reason cannot proceed with his/her Journey in the Insured object.

3.1.2 Where the passengers cannot proceed with their journey in the Insured object, because the driver has been involved in an accident or because of his/her sudden illness. 3.1.3 Where the journey cannot proceed in the Insured object because of serious damage such that it is not roadworthy within reasonable time or that the insured object has been stolen for more than 24 hours.

3.2 Transport home of the Insured party in the event of death caused by a sudden accident.

3.3 Transport of the Insured party affected by an accident or sudden illness to the nearest doctor or hospital.

3.4 Additional costs in connection with the Insured object in the event of the following:

3.4.1 Removal or towing of the Insured object to the nearest garage or repair at the location in the event of a collision or other form of breakdown whichever is deemed to be the most cost-effective.

3.4.2 Transport or removal of the Insured object which has been left behind in accordance with clauses 3.1.1 - 3.1.3 above.

## **Exclusions**

### **Clause 4**

Apart from the general exclusions specified in the General Conditions NO-0001 this policy does not provide cover in the event of:

4.1 Cost of replacement fuel;

4.2 Costs incurred by the Insured which can be recovered from other sources, or other insurance policies or guarantees.

## **Extent of damages**

### **Clause 5**

5.1 The insurer may provide compensation for the insured to cover travel costs to his/her home or to another destination chosen by the Insured.

5.2 In the case of a journey to be continued to an agreed destination, compensation will be limited to the additional costs which would have been paid to transport the insured party home. For other passengers, the level of compensation is limited to the additional costs to transport to the place where the journey with the Insured commenced, or the planned destination.

5.3 Transport in relation to clause 3.4 above shall be approved by the Insurer in advance. The Insurer will also decide whether compensation is payable for transportation to the Insured's domicile or another destination preferred by the Insured.

## **Deductible**

### **Clause 6**

A deductible will apply to every claim made under Roadside Assistance. The amount of this deductible and the conditions applicable are as specified in the insurance agreement.

## **Claim settlement**

### **Clause 7**

#### **7.1 General**

Compensation is determined in accordance with the contract between the Insurer, or their appointed claims representative and the Policyholder. All Insured parties are bound by this.

#### **7.2 Documentation**

The insured party is obliged to provide original receipts for the costs for which he is seeking reimbursement. Injured parties seeking compensation for accidents or sudden illnesses shall produce medical certificates as well as information relating to which mode of transport was deemed necessary. Claimants because of breakdown must be confirmed in writing from the

garage. For other injured parties, the Insurer may request additional information necessary for the settlement of the claim.

### **Safety regulation**

#### **Clause 8**

In the event of breakdown the Insured shall always first contact any other roadside assistance programme which may be in place for the insured object. Details are to be found in the glove compartment of the insured object.

### **Assistance**

#### **Clause 9**

Should assistance be required outside Office Hours, the insurer may be contacted on telephone number 810 33 666.

## Conditions governing Legal Expenses Insurance

NO-0006

### General Conditions

#### Point 1

These conditions shall apply in addition to General Conditions NO-0001. In the event of any inconsistency, these conditions shall take precedence.

### Cover - what disputes are covered and what expenses are covered

#### Point 2

2.1 The Insurer shall cover reasonable and necessary expenses payable by the Insured to lawyers, courts, experts and witnesses where the Insured is party to a dispute before the courts in his capacity as the owner, authorized user or driver of the insured vehicle.

#### 2.2 What courts must hear the dispute

The dispute must be brought before the general courts (cf. Art. 1 Courts Act) and have arisen during the period of insurance. If the matter is brought before a special court (cf. Art. 2 Courts Act), the policy shall not cover expenses incurred in the matter prior to any hearing before the general courts. No cover shall be provided for expenses incurred in connection with the preparation and conduct of cases before the special court.

#### 2.3 Disputes after the vehicle has been sold

If the insured vehicle has been sold and cover ceased at the time of the sale, the policy shall cover disputes involving the insured in his capacity as former owner.

#### 2.4 Disputes arising prior to commencement of cover

Legal expenses shall not be covered if upon commencement of cover the Insured was aware of circumstances that would later form the basis for the dispute and knew or must have known that such dispute might arise.

### Sum insured

3.1 The total indemnity payable for each dispute shall be limited to 80,000.00 Kroner even if there are a number of parties on the same side. This shall apply also if the parties have legal expenses insurance with different companies or if the Insured has/have legal expenses cover under various policies with one or more companies. Unless the expenses are approved by the Insurer in advance, the Insurer's liability shall in each instance be limited to the estimated economic value of the Insured's interest in the matter.

### Limits to expenses cover

#### Point 4

##### 4.1 Expenses prior to case being heard

The Insurer shall not provide cover for expenses incurred before the dispute is brought before the courts.

##### 4.2 Court expenses

Expenses payable to experts not appointed by the court shall only be covered if they are approved by the Insurer in advance. Expenses payable to witnesses shall be covered for the main hearing and the hearing of evidence. Costs imposed by the courts shall not be covered. Legal costs for

appeal proceedings shall not be covered. The terms governing appeals shall apply also to the use of other legal remedies. Any costs awarded shall be deducted. This shall not apply if the Insured proves that the opposing party is unable to pay.

#### 4.3 Costs in respect of amicable settlements

If an amicable settlement is such that the insured's demands are largely met or is reached after the insured has been awarded costs by the courts, the insured must obtain the Insurer's consent prior to reaching an amicable agreement where the parties each bear their own costs. If the Insurer's consent is not obtained, any costs that are awarded by the courts shall be deducted from the indemnity payment.

### **Disputes not covered**

#### **Point 5**

The Insurer shall not cover expenses in respect of:

5.1 disputes that relate to construction contracts or transport instructions or the insured's profession or business;

5.2 disputes that relate to separation, divorce, child custody arrangements, access rights, paternity, inheritance, actions to invalidate gifts, maintenance payments, division of joint property, dissolution of community of property arrangements made by cohabitants and dissolution of household community arrangements and cases relating to the administration of estates;

5.3 disputes brought solely before the enforcement authorities;

5.4 disputes that relate to bills of exchange, collection cases involving claims that are not disputed, debt negotiations and cases relating to bankrupts and composition debtors;

5.5 criminal cases, libel cases and claims for compensation in such cases, and cases relating to payment of compensation in accordance with Art. 3-3 (certain personal violations) Art. 3-5 (non-economical) and Art. 3-6 (invasion of privacy) Compensation Act;

5.6 disputes that relate to public administration orders.

The policy shall however cover expenses arising from actions where the administrative complaints procedure has been utilized in full. Any expenses incurred during administrative procedures shall be excluded from cover.

### **Settlement of claims**

#### **Point 6**

6.1 If the Insured wishes to seek indemnification under the legal expenses policy, the Insurer must be notified as soon as possible and the latest within one year of lawyers being engaged. Notification must be given in writing. If lawyers are used during administrative procedures or for special courts, such notification period shall commence the moment such administrative procedures have been utilized in full or the case is brought before the general courts.

6.2 The Insured shall himself select a lawyer appropriate to the nature of the case and his place of residence.

6.3 The Insurer may ask to be kept informed of the level of expenses for which cover is required under the policy. The Insured shall notify the Insurer of any expenses incurred during proceedings before special courts or during any procedures involving complaints against public administration orders.

6.4 In the event of an application for settlement, the Insurer shall have the same right as the Insured to written details of how the lawyer has calculated his fees. Details of time spent on the case shall be given. Before final settlement takes place, the Insurer may request documentation showing that the Insured's own share has been paid.

6.5 Queries relating to the reasonable nature of expenses may be put to the Norwegian Lawyers' Association.

6.6 The Insurer may also ask the Insured to request that fees be set by the court in accordance with Art. 3-8 Civil Procedures Act.

## **Security clause**

### **Point 7**

7.1 If there are a number of parties on the same side with similar interests, the Insurer may require them to use the same legal and technical experts.

## **Deductible**

### **Point 8**

8.1 The policy shall be subject to a deductible of 6,000.00 Kroner plus 20% of the balance. Only one deductible shall be deducted in any one dispute even if there are a number of parties on the same side.



## Conditions Governing Additional Cover

NO-0007

### Point 1

#### Identity restrictions

The Policyholder shall be indemnified even if the user of the vehicle who was liable has caused losses that will form the basis for a reduction or decrease in accordance with the provisions of Point 8 or Section 4 Contracts of Insurance Act. This shall not however apply if the user who was liable:

- has a 10% or more stake in the Policyholder or the Insured;
- is a member of the board of the Policyholder or the Insured and uses the vehicle as a company car
- is a manager of the Policyholder or the Insured.

The Insurer may in such an event seek recourse against the user who was liable.

### Point 2

#### Hire cars

Hire cars shall be covered for a maximum of 10 days and up to a maximum of 350.00 Kroner per day incl. VAT for indemnifiable comprehensive losses.

The Insurer must be contacted prior to hire.

In the event of a loss caused by the opposing party, the hire car shall be covered by the latter's insurance. The Insured shall however confirm in writing to LeasePlan that the car was being used for business purposes.

### Point 3

#### Accessories

Permanent accessories such as stereo, fittings, rack arrangements and the like may be insured additionally for 15,000.00 Kroner by special agreement.

All permanent accessories to be covered by the insurance for indemnifiable comprehensive losses must total an amount not exceeding 30,000 Kroner incl. assembly,