

General Terms and Conditions Motor Vehicle Insurance - 19.04.2023	T&C NL 04.2023
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How to read these General Terms and Conditions?

It is *important* that *you* read these General Terms and Conditions carefully, as well as any other documents that form part of *your* contract.

We explain all words printed in italics which *you* can find in these General Terms and Conditions in B. Definitions. In C. General Provisions, *you* will find, among other things, all the elements that apply to the entire insurance contract.

Certain terms may be interpreted differently depending on the type of coverage (either the Motor Third Party Liability, the Limited Comprehensive Insurance, the Comprehensive Insurance or the Additional Coverages) that *you* have taken out. If this is the case, it is indicated in the relevant part.

Please note that the coverages described in these General Terms and Conditions only apply to *you* if *you* have explicitly chosen them and if they are included in *your* Policy schedule, which sets out the coverages and terms that apply specifically to *you*. The applicable sums insured and excesses are also set out in the Policy schedule.

Introductory statement

We will not provide any cover, benefit, indemnity or service described in this document if *we* may be subject to any international sanction, prohibition or restriction as defined by the United Nations, the European Union, the United States of America or the United Kingdom.

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A. Administrative provisions

1. What are the relationships between the parties?

The contract is concluded by *you* with *us*, the *insurer*, Helvetia Global Solutions Ltd., through the intermediary of an *administrator*, Qover nv.

The administrator is responsible for the sale, distribution and administration of the insurance contract. The *administrator* is also responsible for managing *claims* and may, if necessary, entrust all or part of the responsibility for handling a claim to a third party.

It is the *insurer's* responsibility to guarantee the insured benefits.

2. How can you contact the administrator concerning the insurance contract?

You can contact the *administrator* by telephone from Monday to Friday, 9 a.m. to 5 p.m. on +31 800 020 03 62 or by email at motor-insurance@qover.com. Any correspondence can be sent to Qover nv, Handelsstraat 31, 1000 Brussels, Belgium.

We record all communications, including telephone calls, to improve the quality of our service and for training or fraud detection purposes.

3. What does your insurance contract consist of?

Your insurance contract consists of two parts:

- a. The General Terms and Conditions (this document), which describe the claims we cover, the claims that we do not cover and the mutual obligations of the parties;
- b. The Policy schedule, which contains the conditions that apply to *you* in particular. The provisions set out in the Policy schedule take precedence over the provisions of the General Terms and Conditions if there are conflicting provisions. *You* will receive this document upon conclusion, after an amendment and at the time of the annual renewal of the insurance contract.

4. What is the legal framework?

This insurance contract meets the minimum requirements set by the Civil Code (BW) for insurance contracts, as well as the requirements of the Motor Insurance Liability Act (WAM).

This insurance contract is also subject to national, European and international sanction regulations. These regulations prohibit us from entering into contracts with or for the benefit of (legal) persons who appear on national and/or international sanctions lists because they have committed violations of international peace and security (e.g. acts of *terrorism*), human rights violations, or because they have participated in the distribution of weapons of mass destruction, money laundering or related crimes.

We regularly check whether this is the case. If, within 10 days of the conclusion of the insurance contract, it becomes apparent that *you* (the policyholder) are on a sanctions list, the insurance contract is suspended.

If either *you*, the *policyholder* or the insured, or a third party, are on a sanctions list during the term of validity of the insurance contract, this (legal) person will not benefit from any intervention in the event of a claim, or from any other service.

5. Which law applies?

This contract is governed by Dutch law. The Dutch courts shall have jurisdiction to hear disputes relating to this insurance contract.

6. Where do you have to be domiciled/registered?

You, the policyholder, both as a natural person and as a legal entity, must be officially domiciled/registered in the Netherlands in order to take out and benefit from this insurance.

7. When does your insurance policy come into effect?

The insurance contract takes effect on the date stated in *your* Policy schedule. The premium due dates are also stated in *your* Policy schedule.

8. How is the premium calculated?

a. The initial premium

The premium is determined on the basis of the price criteria. *You* will find the details of its composition in *your* Policy schedule. If these criteria change, the premium is adjusted according to the new situation.

b. The follow-up premium

The follow-up premium is adjusted, in particular, according to the combined effect of claims during previous insurance periods and the number of kilometres travelled with the described insured vehicle.

If the premium adjustment system is applied incorrectly on the basis of the aforementioned criteria, we will make the necessary adjustments and reimburse *you* or claim the premium difference resulting from these adjustments, as appropriate.

If the correction takes place more than 1 year after the incorrect premium was determined, the amount reimbursed by us shall be increased by statutory interest. This statutory interest starts to run from the moment the incorrect premium is collected.

We will adjust the personal premium if *you* indicate a change in one of the segmentation parameters (claims and number of kilometres) and/or if we determine that one of these parameters does not correspond to *your* declarations.

9. Limitation period

The right to compensation under this insurance contract shall lapse 3 years from the start of the day following the day on which the policyholder became aware of its exigibility.

10. Withdrawal period: online or via another electronic channel

You may terminate the insurance contract within 14 calendar days free of charge after taking out the insurance or after receiving the Policy schedule and General Terms and Conditions without giving any reason. The termination takes effect from the moment of notification.

The premium already paid is reduced fairly, which means that the insurer retains the premium for the period that *you* have been insured.

To terminate, *you* must return the retraction form, which *you* received by email after subscription, to motor-insurance@qover.com.

11. Are you not satisfied with the service?

Would *you* like to make a complaint?

a. Any complaint must first be addressed to the *administrator*, Mediation department of Qover nv:

- address: Qover nv, rue du Commerce 31, 1000 Brussels (Belgium)
- email: mediation@qover.com
- telephone: +31 800 020 03 62
- website: www.qover.com

Within 3 working days after submitting *your* complaint, *you* will receive a written confirmation of receipt. *You* will then receive a final written response to *your* complaint within 2 weeks unless this proves impossible due to certain circumstances, in which case the complainant will be informed in writing in a timely manner.

b. Any complaints about the contract can be addressed to the *insurer*, Helvetia Global Solutions Ltd:

- address: Aeulestrasse 60, FL-9490 Vaduz, Liechtenstein
- email: partnerbusiness-nl@helvetia.ch

c. The *insured* may contact the Netherlands Financial Complaints Institute (KiFiD):

- address: Postbus 93257, 2509 AG Den Haag
- email: consumenten@kifid.nl
- telephone: 070 - 333 8 999
- website: <https://www.kifid.nl>

The KiFiD is competent if a *policyholder*, as a consumer, has concluded an insurance contract with the *insurer*, if a natural person derives an individual right of action from an insurance contract with the *insurer*, or if a natural

person has a privacy complaint against the *insurer*. It shall also be open to legal persons whose purpose is to serve the private interests of one or more natural persons who are shareholders, directors or members of such a legal person, so that it can be considered an extension of such natural person(s).

d. If necessary, the *insured* may also contact the European online dispute resolution platform:

If the *insured* has obtained an insurance policy online or via another electronic channel (for example, by telephone, SMS, fax or other mobile device), he/she can submit his complaint to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr>.

The complaint is then forwarded to the KiFiD in the Netherlands and to Qover for resolution. It may take some time before Qover receives the complaint.

The above provisions for the handling of out-of-court complaints do not affect *your* right to undertake legal action.

The *administrator* records all communications, including telephone calls, in order to improve the quality of service as well as for training or fraud detection purposes.

12. Parties involved

a. Administrator

Qover nv is an untied insurance agent, authorised and regulated by the Financial Services and Markets Authority (FSMA Belgium) under the registration number 0650.939.878, with its head office at Handelsstraat, 31 - 1000 Brussels, Belgium - VAT BE 0650.939.878 - www.qover.com.

You can verify this information in the FSMA register on the website at <http://www.fsma.be>; or by contacting the FSMA at +31 800 020 03 62.

Qover nv is authorised to provide insurance services in the Netherlands on the basis of the free movement of services and is registered in the Netherlands under the code number 12044470.

You can check this at the Netherlands Authority for the Financial Markets Netherlands (AFM) register on the website <https://www.afm.nl/en/professionals/registers/vergunningenregisters/financiele-dienstverleners>.

b. Insurer

Helvetia Global Solutions Ltd. is an insurance company with its head office at Aeulestrasse 60, FL-9490 Vaduz, Liechtenstein, and is regulated by the Financial Markets Authority of the Principality of Liechtenstein (FMA).

Helvetia Global Solutions Ltd. is authorised to provide insurance distribution services in the Netherlands on the basis of the freedom of services and is registered in the Netherlands under the code number 12047601.

You can verify this in the register of the Authority for the Financial Markets of the Netherlands (AFM) on the website <https://www.afm.nl/en/professionals/registers/vergunningenregisters/financiele-dienstverleners>.

c. Roadside Assistance Provider

Helvetia Global Solutions Ltd. may delegate the organisation of assistance or support services and requests to a third-party Roadside Assistance provider.

13. Information on the protection of privacy and data protection

a. Why does Helvetia Global Solutions Ltd. use *your* personal data?

In the context of *your* relationship with Helvetia Global Solutions Ltd. for an insurance contract, Helvetia will use *your* personal data primarily for the conclusion, administration (including commercial administration) and performance of the contract.

More information can be found in the Information on data protection within Helvetia on <https://www.helvetia.com/ch/web/en/about-us/services/contact/privacy.html>.

b. Why does Qover nv use *your* personal data?

Qover nv may process *your* data as a controller in the event of an inspection by the FSMA, in accordance with its legal obligation under the Belgian Insurance Act of 4 April 2014, Article 290. *You* can find Qover's privacy statement on <https://www.qover.com/terms-policies/data>.

B. Definitions

1. The policyholder

The legal or natural person who has concluded the insurance contract.

2. The insured

With regard to coverage for "Motor Third Party Liability", the following person is the named insured:

- a) Any person whose liability is covered by the contract.

With regard to the "Limited Comprehensive insurance", the "Comprehensive insurance" and the "Additional coverages", the following person is named insured:

- a) *you*, the *policyholder*;
- b) the owner of the *insured vehicle*;
- c) the authorised keeper of *the insured vehicle*;
- d) the authorised driver, including the authorised additional driver(s), of the *insured vehicle*;
- e) the persons transported in the *insured vehicle*.

In amendment of d), additional drivers under 25 years are only covered if they are specified in the contract as additional driver or if the journey is to be classified as occasional. Occasional journeys are defined as journeys made on a maximum of 24 days per year, irrespective of whether they are made on a daily basis or consecutive days.

However, we do not insure the persons trusted with the *insured vehicle* in order to carry out work or to sell it. We will therefore seek to recover at their expense the compensation that we have paid to you.

3. The insurer

The insurance company with which the contract was concluded.

4. The administrator

Qover nv is an untied insurance agent, authorised and regulated by the Financial Services and Markets Authority (FSMA Belgium) under the registration number 0650.939.878, with its head office at Handelsstraat, 31 - 1000 Brussels, Belgium - VAT BE 0650.939.878 - www.qover.com.

5. The injured party

The person who has suffered damage, resulting in the application of the contract, as well as his/her rightful claimants.

6. The vehicle

A vehicle designed to travel on the ground and capable of being driven by a mechanical force without being tied to rails, irrespective of the type of driving force or the maximum speed.

7. The trailer

Any vehicle equipped and intended to be propelled by another vehicle.

8. The described vehicle

- a. The vehicle described in the contract; all that is attached to it is considered part of it;
- b. The non-coupled trailer described in the contract, if it meets the following conditions:
 - the weight does not exceed 750 kg;
 - the trailer has the registration plate of the said vehicle.

9. The insured vehicle

For the "MTPL" coverage, the following vehicles are considered as insured vehicles:

- a. the described vehicle;
- b. according to the conditions and limits stated in the contract:
 - the temporary replacement vehicle;
 - the described vehicle that has been transferred and the vehicle that will be replaced by this vehicle.

Anything coupled to the aforementioned motor vehicles is considered part of them.

For the "Limited Comprehensive Insurance", the "Comprehensive Insurance" and the "Additional Coverages" the following vehicles will count as insured vehicle:

- a. the described vehicle;
- b. the temporary replacement vehicle used by the policyholder uses as long as the described vehicle is out of use for repair, inspection or maintenance.

The temporary replacement vehicle must be of the same make and model as the described vehicle.

Fire, Theft and Material damage coverages are excluded for this vehicle, as well as the (roadside) Assistance

coverage.

10. The claim

Any event that has caused damage and that may give rise to the application of the contract.

11. The International insurance certificate

Valid international proof that *you* have motor insurance (formerly the Green card).

12. Molest

Molest is defined as:

- o Internal disturbances: more or less organised acts of violence in different places within a state;
- o Riot: a more or less organised local violent movement directed against public authority;
- o Armed conflict: any case in which states or other organised parties fight each other, or at least one of them fights the other, using military force. Armed conflict is also understood to mean the armed action of a peacekeeping force of the United Nations;
- o Civil war: a violent struggle, of a more or less organised nature, between inhabitants of the same state, involving a significant proportion of the population;
- o Insurrection: organised violent resistance within a state directed against the public authorities;
- o Mutiny: any movement, more or less organised, of violence by members of the armed forces against the authority under which they are vested.

13. Terrorism

Violent acts and/or behaviours - committed outside the context of one of the six forms of violence mentioned in Article 3:38 of the Financial Supervision Act (Wft) - in the form of an attack or a series of attacks which are related in time and intention and which result in injury and/or harm to health, whether or not resulting in death, and/or damage to property or which otherwise causes economic harm, where it is likely that this attack or series of attacks will - whether or not in any organisational context - is planned and/or executed with a view to achieving certain political and/or religious and/or ideological goals.

14. Vandalism

Damage caused by third parties through a meaningless and unreasonable act such as graffiti or deliberate damage.

15. Accessories

Equipment that is an integral part of the described vehicle, is permanently attached to it and cannot be used independently of this vehicle.

16. Total loss

There is a total loss when the insured vehicle cannot be repaired or if the repair costs on the day of the claim exceed the compensation value as defined below, reduced by the residual value of the vehicle. There is also a total loss of the described vehicle if it has not been retrieved after 30 days from the declaration of theft.

The type of compensation granted in case of total loss is mentioned in *your* Policy schedule.

17. Compensation value

Unless *you* have chosen in the Additional coverages the New value compensation in the event of *total loss*, the

compensation value in the event of a *claim* will be the current value.

Current value

The current value is the price *you* would have to pay to buy an equivalent used vehicle of the same type and make on the day of the damage less any residual value of the vehicle.

New value

The new value is the price that *you* would have to pay in order to buy a new vehicle of the same type and same make on the day of the damage. Only equipment and accessories that are subject to an additional charge by the original manufacturer of the vehicle are covered. Any existing residual value of the vehicle will be deducted.

18. Residual value

The sale value of the vehicle in damaged or destroyed condition. This value will be established by an expert.

19. Excess

The part of the compensation after a claim that remains payable by *you*.

C. General provisions

C.1 Communication concerning the risk

Article 1: Information to be communicated upon conclusion of the contract

The *policyholder* shall be obliged, when concluding the contract, to disclose precisely all circumstances of which he knows or ought reasonably to know that they may influence the decision of the *insurer* to contract with him and, if so, under which conditions. The *policyholder* is not obliged to inform the *insurer* of circumstances that the *insurer* already knew or should reasonably have known.

Article 2: Obligation of the *policyholder* to provide information during the term of the contract

The *policyholder* is obliged to inform *us* of the following situations:

- a. The transfer of ownership of the *described vehicle*;
- b. The characteristics of the vehicle that replaces the *described vehicle*, with the exception of the temporary replacement vehicle as referred to in D.3, art. 5;
- c. The registration of the *described vehicle* in another country;
- d. The bringing into circulation of the *described* or any other vehicle during the suspension of the contract;
- e. Any change of address;
- f. Any additional driver under the age of 25 or if the journey is to be classified as an occasional journey;

g. The significant and permanent increase of the risk;

You should indicate the new circumstances or the changes in circumstances which *you* reasonably know or ought to know are important for *us* to assess whether there is a significant and permanent increase in the risk of the insured event occurring.

h. Significant and permanent reduction of the risk;

You should indicate the new circumstances or the changes in the circumstances which *you* reasonably know or ought to know are important for *us* to assess whether there is a significant and permanent reduction in the risk of the insured event occurring.

Article 3: Across borders

No residence of the *described vehicle* in a state mentioned on the International insurance certificate (formerly Green card) during the term of the contract can be regarded as an aggravation or a reduction of risk as referred to above in C.1, art.2 of these General Terms and Conditions.

As soon as the *described vehicle* is registered in a state other than the Netherlands, the insurance contract ends by operation of law. The *policyholder* must notify the *insurer* of the registration in the other state as soon as possible.

C.2 Changes to the described vehicle

Article 4: Transfer of ownership

a. Transfer of ownership

The *policyholder* who transfers ownership of the described vehicle shall notify the *insurer* of the transfer within a period of 14 days. The premium remains payable to the *insurer* until the transfer of ownership is notified. As soon as the vehicle is no longer in *your* name, *we* will no longer pay for damage to *your* vehicle. It is therefore important to report the transfer of ownership to *us* as soon as possible.

b. Replacing the described vehicle

If *you* would like to replace the *described vehicle* with another vehicle upon transfer of ownership, this is possible under certain conditions. *We* reserve the right not to insure the new vehicle at the same premium and/or under the same insurance conditions. In such a case, *we* may propose to adjust the premium or to cancel the contract, in accordance with the relevant provisions in these General Terms and Conditions. If *you* do not accept the insurance conditions proposed by *us*, including the premium, *you* may terminate the contract in accordance with C.5, art. 18 and C.5, art. 19, c of these General Terms and Conditions.

If *we* provide proof that the new vehicle has risk characteristics that do not fall within *our* acceptance criteria, *we* may terminate the contract in accordance with C.5, art. 18 and C.5, art. 21, k of these General Terms and Conditions. With regard to the transferred vehicle, the provisions of paragraph 1 apply.

c. Transfer of ownership of the *described vehicle* in the event of the death of the *policyholder*

In the event of transfer of ownership of the *described vehicle* upon the death of the *policyholder*, the contract shall continue to exist in accordance with C.5, art. 20 of these General Terms and Conditions. *Your heirs* shall be entitled to terminate this contract with one month's notice within nine months of becoming aware of the death.

Article 5: Theft or misappropriation

If the *described vehicle* is stolen or misappropriated, this must be reported to the competent police authorities as soon as possible, but in any case within 24 hours after the facts have been established. This must also be reported to *us* as soon as is reasonably possible. In the event of the theft of the *described vehicle*, the insurance will be suspended from the date of the theft.

Damage caused by those who have taken control of the stolen or misappropriated *described vehicle* through theft, violence or illegal handling will not be eligible for compensation under this insurance contract.

Article 6: Other situations of risk disappearance

a. Elimination of risk

If the risk no longer exists, the *policyholder* may request that the contract be suspended or terminated. In this case, the suspension or termination shall take effect on the date of the notification, except in cases of transfer of ownership, theft or misappropriation of the *described vehicle* as referred to in C.2, art. 4 and art. 5 of these General Terms and Conditions.

b. Replacing the *described vehicle*

- If the *policyholder* would like to replace the *described vehicle* with another vehicle, this is possible under certain conditions. We reserve the right not to insure the new vehicle at the same premium and/or under the same insurance conditions. In such a case, we may propose to adjust the premium or to cancel the contract, in accordance with the relevant provisions in these General Terms and Conditions.
- If *you* do not accept the insurance conditions proposed by us, including the premium, *you* can cancel the contract in accordance with C.5, art. 18 and art. 19, c of these General Terms and Conditions.
- If *we* provide proof that the new vehicle has risk characteristics that do not fall within *our* acceptance criteria, *we* may terminate the contract in accordance with C.5, art. 18 and art. 21, k of General Terms and Conditions.

Article 7: Lease contract

The provisions of C.2, art. 4 of these General Terms and Conditions shall also apply in the event of lapse of the *policyholder's* rights on the *described vehicle* which he/she has acquired pursuant to a rental contract or a similar contract.

Article 8: Seizure by the authorities

If the *described vehicle* is confiscated by the authorities in ownership or rental, the contract is suspended by the

mere fact that the authorities have taken possession of the vehicle. It is *your* responsibility to inform *us* of the confiscation. Either Party may terminate the contract in accordance with articles C.5, art. 18, art. 19, e and art. 21, h of these General Terms and Conditions.

C.3 Duration – premium – amendment of the premium and insurance terms

Article 9: Duration of the contract

a. Maximum duration

The contract has a duration of one year.

b. Automatic renewal

The insurance contract shall commence on the date stated on the Policy schedule and shall be automatically renewed after each renewal date for a period of 12 months. However, *you* may terminate the insurance contract at any time, with effect from midnight on the day of termination, in accordance with C.5, art. 18 of these General Terms and Conditions.

If *we* wish to oppose the automatic renewal, we may do so no later than 2 months before the renewal date, with effect on that renewal date, in accordance with C.5, art. 18 and art. 21, b of these General Terms and Conditions.

Article 10: Payment of the premium

The premium, plus taxes and charges, must be paid no later than the premium due date.

If the premium is not paid directly to *us*, the premium payment to the *administrator* is final if the *administrator* evidently acts as *our* agent for the collection of the premium.

Article 11: The International insurance certificate

As soon as the insurance coverage is granted to *you*, we will give *you* a proof of insurance, namely the internationally valid proof that the *policyholder* has a vehicle insurance (formerly the Green card), which states the existence of the contract. The insurance certificate shall not be valid upon the void declaration of the contract and shall cease to be valid upon the termination of the contract or upon its cancellation or suspension.

Article 12: Non-payment of the premium

a. Non-payment of initial premium

In the event of non-payment of the initial premium on the due date, no rights may be claimed from the entire insurance contract. In this case, the *insurer* is not obliged to provide coverage.

b. Non-payment of follow-up premium

If *you* fail to comply with the obligation to pay the premium owed, the coverage will be suspended 15 days after *our* demand for payment. The foregoing does not affect the right *we* have to terminate the insurance contract

for non-payment of the premium. During the period of suspension, this insurance contract will not provide coverage. The premium owed must be settled, after which the coverage will be reinstated effective from the day after the premium owed was received by *us*.

c. Recourse of the *Insurer*

In the event of suspension of cover due to non-payment of the premium, the *insurer* has a right of recourse against the *policyholder*, in accordance with the relevant provisions of these General Terms and Conditions.

Article 13: Modification of the premium

The *insurer* is entitled to change the premium if the factors on which the amount of the premium is based change, if information proves to be incorrect or after any claim. The provisions relating to (the refusal of) the adjustment of this premium and/or the termination of this contract apply in full to *you* and to *us*.

This provision does not affect the right of termination of the *policyholder* stated in C.5, art. 19, c of these General Terms and Conditions.

Article 14: Amendment of the insurance conditions

- a.** Amendment of the insurance conditions in favour of the *policyholder*, the *insured* or any third party involved in the execution of the contract.

The *insurer* may amend the insurance conditions in full in favour of the *policyholder*, the *insured* or any third party involved in the execution of the contract.

- b.** Amendment of provisions that may affect the premium or the excess

If the *insurer* alters the insurance conditions in relation to the change of premium on the basis of claims made or to the excess and that change is not wholly in favour of the *policyholder* or the *insured*, the *policyholder* may cancel the contract in accordance with C.5, art. 18 and art. 19, c.

If the excess changes as a result of a clearly and precisely defined provision in the insurance contract, the *policyholder* does not have a right of termination.

- c.** Modification following a legislative decision by a government

If the *insurer* changes the insurance conditions as a result of a legislative decision by a government, the *insurer* shall clearly inform the *policyholder* in this regard.

If the change results in an increase in the premium or if the change is not standard for all insurers, the *policyholder* may cancel the contract in accordance with C.5, art. 18 and art.19, c.

In the absence of clear information, the highest possible legal coverage shall apply, and the *policyholder* may terminate the contract in accordance with C.5, art. 18 and art.19, c.

The *insurer* may terminate the contract in accordance with C.5, art. 18 and art. 21, g if he provides evidence that he would under no circumstances have insured the risk, as it follows from the new legal framework in any case.

d. Other changes

If the *insurer* proposes changes other than those referred to in a. to c. of this article, he shall inform the *policyholder* in a clear manner.

The *policyholder* may terminate the contract in accordance with C.5, art. 18 and art. 19, c. The *policyholder* also has a right of termination if he has not received clear information about the change from the *insurer*.

e. Method of communication

The notification of the change in the insurance conditions and the premium shall be made in accordance with the legislation in force.

Article 15: Bankruptcy of the *policyholder*

a. Maintenance of the contract

In the event of bankruptcy of the *policyholder*, the contract shall continue to exist for the benefit of the insolvent estate, which shall owe the *insurer* the amount of the premiums due from the date of declaration of insolvency.

b. Termination of the contract

The *insurer* has the right to terminate the contract in accordance with C.5, art. 18 and 21, i

Article 16: Death of the *policyholder*

a. Maintenance of the contract

In the event of the death of the *policyholder*, the contract will continue to exist for the benefit of the heirs who are obliged to pay the premiums. If the *described vehicle* becomes the full property of one of the heirs or of a legatee of the *policyholder*, the contract shall continue to exist in their favour.

b. Termination of the contract

The heirs or the legatee may terminate the contract in accordance with C.5, art. 18 and 20.

The *insurer* may terminate the contract in accordance with C.5, art. 18 and 21, j.

C.4 Suspension of the contract

Article 17: Invoking the suspension

Under the Motor Insurance Liability Act, the suspension of the insurance contract cannot be invoked against injured parties in some situations.

C.5 End of the contract

Article 18: Termination procedure

a. Termination modalities

The notice takes place in writing. The *insurer* sends this by registered letter. The *policyholder* may also do this by email to the following email address: motor-insurance@qover.com

b. Effect of the termination

Unless otherwise stated in C.5, art. 19 of these General Terms and Conditions, *your* cancellation will take effect as from midnight on the day of *your* cancellation.

Unless otherwise stated in C.5, art. 21 of these General Terms and Conditions, *our* notice of termination shall take effect after the expiry of 1 month from the day following the date of notification of the termination.

In any event, *our* obligations towards the injured party shall continue to apply for accidents and events occurring within 16 days from the day following the expiry of the 1 month period referred to above, if *we* have notified the Road Traffic Department (RDW) of the cancellation within 30 days from the date of notification of the cancellation. If *we* fail to do so within 30 days, this period of additional cover is extended to 16 days from the day following the notification of cancellation to the RDW.

c. Premium credit

The premium part corresponding to the period after the date on which the cancellation takes effect shall be refunded by the *insurer* within a period of 30 days from the date on which the cancellation takes effect.

Article 19: Termination options for the *policyholder*

a. Before the start of the contract

The *policyholder* may terminate the contract if a period of more than 1 year elapses between the date of conclusion and its entry into force. Notice of termination must be given at the latest before the start date of the contract. Termination shall take effect on the start date of the contract.

b. At any time

You may cancel the contract at any time, with effect from midnight on the day of cancellation.

c. Amendment of the insurance terms and conditions and of the premium

If *we* change the terms of the insurance contract to the detriment of the *policyholder* or the person entitled to payment, *you* are entitled to terminate the insurance contract by the day on which the change takes effect, and in any case, during 1 month after the change has been communicated to *you*. *You* may also terminate the contract if *you* have not received clear information from *us* about the change, at least 1 month after notification,

as referred to in C.3, art. 14 of these General Terms and Conditions.

d. After a *claim*

You can terminate the contract after a *claim* for which compensation in favour of the injured parties has been paid or will have to be paid.

The termination must take place no later than 1 month after the payment of the compensation. The termination shall take effect after the expiry of a period of 2 months, calculated from the day following the date of the written termination, or, on the annual premium due date, if this is before the expiry of the aforementioned period of 1 month.

e. Seizure by the authorities

You can terminate the contract if it has been suspended due to a confiscation by the authorities in the ownership or rental of the *described vehicle*.

f. Replacement of the vehicle or the reactivation of the suspended contract

If *you* do not accept the insurance terms, including the premium, when replacing the vehicle or reactivating the suspended contract, *you* may terminate the contract within a period of 1 month from receipt of notification to that effect.

g. Combination Policy

If *we* cancel one or more type of coverages, *you* can cancel the entire contract.

Article 20: Termination by the heirs or legatee

The heirs or legatee of the policyholder may cancel the contract within 9 months of becoming aware of *your* death, subject to 1 month's notice.

Article 21: Termination options for the insurer

a. Before the start of the contract

We may terminate the contract if a period of more than 1 year elapses between the date of its conclusion and its entry into force. Notice of termination must be given at least 2 months before the start date of the contract. Termination shall take effect on the start date of the contract.

b. At the end of each insurance period

We may cancel the contract at the end of each insurance period at least 2 months before the expiry date. The notice of termination shall take effect on that due date.

c. In the event of non-payment of the premium

If *you* fail to comply with the obligation to pay the premium owed, C.3, art. 12, b of these General Terms and

Conditions will be applied.

d. After a *claim*

We may terminate the insurance contract after notification of a *claim*. Notice of termination must be given within 1 month of settlement of the *claim*, with a notice period of 2 months from the day following the date of the receipt.

The cancellation after a *claim* of one or more types of coverages does not give the *insurer* the right to cancel these types of cover, with the exception that the *insurer* may cancel one or more of the coverages under the "Limited Comprehensive Insurance", "Comprehensive Insurance" or "Additional Coverages" after any *claim* with one of its coverages, irrespective of whether the *insured* is liable or not

If *you* or the *insured* have/has not fulfilled one of their obligations arising from the occurring of a claim with the intention of misleading *us*, we may terminate the contract during 2 months with immediate effect.

e. Concealment, false disclosure

We may terminate the contract in the event

- *you* disregard *your* reporting duties, in particular as set out in C.1, towards *us* with the intention of misleading *us*;
- *you* disregard *your* reporting duties, in particular as set out in C.1, towards *us*, so that, had *we* known the true state of affairs, *we* would not have provided insurance.

f. Technical requirements of the vehicle

We may cancel the contract if

- the vehicle does not comply with the laws and regulations on its technical requirements;
- subject to roadworthiness tests, the vehicle is not or is no longer fitted with a valid certificate of inspection.

g. New legal provisions

The *insurer* may terminate the contract if he proves that he would not under any circumstances have insured the risk as it results from the amendment of the insurance conditions following a decision of the government referred to in C.3, art. 14, c of these General Terms and Conditions.

h. Seizure by the authorities

We may terminate the contract if it has been suspended due to a confiscation by the authorities in the ownership or rental of the *described vehicle*.

i. Bankruptcy of the *policyholder*

We may terminate the contract in the event of *your* bankruptcy at the earliest 2 months after the declaration of

bankruptcy.

j. Death of the *policyholder*

We may terminate the contract after *your* death within 2 months of the day on which we became aware of the death.

k. Replacement of the vehicle or the reactivation of the suspended contract

If the *insurer* provides proof that the new risk has characteristics which do not fall within his acceptance criteria in force at the time of replacement or reactivation, he may cancel the contract within a period of 1 month from the day he became aware of the characteristics of the new risk.

Article 22: End of the contract after suspension

If the suspended contract is not reinstated before its expiry date, it shall end on that date. If the contract is suspended within 3 months before that expiry date, the contract shall end on the next expiry date. The unused premium portion shall be reimbursed within a period of 30 days from the final contract's expiry date.

C.6 Excess

Article 23: Excess

The relevant excess is specified in the Policy schedule and is applicable for each reported and compensated *claim*. There is no excess for the MPTL coverage.

The excess is automatically deducted from the compensation amount. Damage that does not exceed the amount of the excess will therefore not give rise to any compensation.

C.7 Claims

Article 24: Declaration of a claim

a. Notification period

Any damage must be reported in writing to the *insurer* as soon as reasonably possible after it has occurred. This obligation is the responsibility of all *insured parties*.

You must provide *us* without delay with all useful information and documents requested in this context. In case of theft, *you* must report the theft of *your insured vehicle* to the competent judicial or police authorities as soon as possible, but in any case, within 24 hours of discovery.

b. Form

You will draw up a report for each damage, unless *you* can rely on the same accidental fact that has caused multiple instances of damage to the *insured vehicle*.

For new *claims*, *you* must complete the claim form online on the website.

For information concerning pending *claims*, *you* can send an email to motor-insurance@qover.com.

In case of questions, *you* can always contact the *administrator* in that regard on +31 800 020 03 62 from Monday to Friday from 9 a.m. to 5 p.m.

c. Content

You must comply with the rules for declaration of the *claim*. This means that the claim report must indicate, as far as possible, the causes, circumstances, and the likely consequences of the *claim*, as well as the surname, forename and address of the witnesses, *injured parties* (if applicable) or any third party involved. While *your claim* is processed, *you* must continue to provide *us* with the necessary information if asked for, as well as any element that may facilitate or influence its settlement. All legal notices and, in general, all judicial and extra-judicial documents must be submitted by the *insured(s)* within 48 hours after they have been issued or served.

In case of theft:

- *You/the insured* must provide *us* with the number of the report made to the competent judicial or police authorities and any useful information about the *insured vehicle*;
- *You* authorise the *administrator* and the *insurer* to receive this information.

Article 25: In case of (roadside) assistance

a. Immediately contact the Assistance service provider on the number +31 800 020 03 62, available 24 hours a day, 7 days a week. During your conversation, *you* must state the following:

- *your* insurance contract reference;
- name and address of the *policyholder*;
- the telephone number on which *we* can reach *you*;
- the circumstances of the *claim* and all necessary information to help *you*;
- *we* are not responsible for delays, disruptions or barriers that may occur in the execution of services when they are not attributable to *us* or when they are the result of *force majeure*.

b. The coverage applies insofar as *you*:

- have called or warned *us* as soon as reasonably possible, except in case of *force majeure*, so that *we* can optimally organise the requested (roadside) assistance, and authorise *you* to pay the covered costs;
- agree with the solutions *we* recommend;
- comply with the obligations specific to the services requested and set out in these General Terms and Conditions;
- answer *our* questions precisely regarding the occurrence of the insured event and provide *us* with all useful information and/or documents;
- take all reasonable measures to prevent or limit the consequences of the insured event;
- provide *us* with detailed information on any other insurance policies with the same purpose and covering the same risks as those covered by this contract;
- provide *us* with original proof of covered payments *you* have made;
- provide *us* with the transportation tickets that *you* did not use when *we* took care of *your* return.

- c. If *you/the insured* are/is injured, *you/he/she* must first call the local emergency services (doctor, ambulance) and then call *us* or have *us* call *you* as soon as possible.

Article 26: (Non-compliance with) Your obligations

In addition to the rules for declaration of the *claim*, *you/the insured* shall take all reasonable measures to limit the extent of the damage.

In the event that *you/the insured* fail(s) to comply with the obligation to report the *claim* and/or to limit the consequences thereof, *we* can:

- insofar as *we* have suffered damage as a result of this non-compliance, reduce the payment by the loss suffered as a result, if there is coverage;
- reject the cover if *you* have acted with fraudulent intent if, after the claim, *you* have not complied with an obligation arising from this contract or from the law with the intention of misleading *us* or have not provided *us* with all the information that is important for assessing the obligation to pay compensation within a reasonable period, the right to payment will lapse unless the misleading does not justify the lapse of the right to payment.

If the *policyholder* and the *insured* of the *described vehicle* are different persons, the *policyholder* must bring these conditions to the attention of the *insured*.

Article 27: Repairs

If it is possible to repair the *insured vehicle*, *you* must go to an authorised repairer and provide *us* with the estimated repair costs before any is carried out.

In that case, the *insurer* shall reimburse the repair costs, including non-deductible VAT, provided that the *insured* has actually and definitively borne this tax.

Article 28: Emergency repairs

If there is an urgent reason for immediate repair or immediate replacement of parts, *you* are entitled to have this done without informing *us* in advance, provided that the amount of the damage does not exceed €600, excluding VAT, and that justification for the expenditure is provided by means of a detailed invoice.

In case the damage is larger, *you* may have the necessary repair or replacement parts carried out if *we* have not reacted after the period of 8 days since the notification of the estimated cost by registered letter.

Article 29: Total loss

Total loss is defined in B. Definitions. The compensation granted in case of *total loss* is mentioned in *your* Policy schedule.

The payment of the compensation in case of *total loss* is subject to the prior delivery of all boarding documents, keys, key cards and other of the *insured vehicle*.

In the event of *total loss*, we may take back the wreckage and sell it, even though we may not be obliged to do so. If, on the other hand, the *insured* wishes to keep the wreck, its value shall be deducted from the amount of compensation paid.

The compensation is supplemented by the part of the VAT which cannot be legally reclaimed by the owner of the *vehicle*, on the basis of the VAT rate in force at the time of the damage, without exceeding the amount of VAT actually paid when purchasing the *insured vehicle*. If, at the time of the *claim*, the VAT rate that *you* can obtain back differs from the rate indicated when signing the contract, the compensation will be limited to the amount resulting from the application of the rate present in the contract on the date of the *claim*.

Article 30: Expert review

The *insurer* may have the damage assessed by an expert of his choice, whose costs and fees it will bear. In the event of disagreement about the amount of the damage determined by this expert, the *policyholder* has the option of appointing another expert in consultation with that expert in order to determine the amount of the damage.

The experts must comply with the rules of the Code of Conduct for Expertise Organisations. *We* will pay reasonable costs of the experts.

What if *our* experts are unable to agree? In such cases, the experts shall jointly appoint a third expert, with whom they shall form a body which shall decide by majority vote. They will determine what the damage is. All parties must then abide by this. In the absence of a majority, the opinion of the third expert shall prevail.

If one of the parties fails to appoint an expert, or if the parties' experts fail to agree on the choice of a third party, the appointment shall be made by the chairman of the Netherlands Institute of Registered Experts (NIVRE) at the request of the party most favoured. The same applies if an expert does not fulfil his or her assignment.

Experts are exempt from any legal formality.

Article 31: Rule of proportionality

In the event of a *claim*, the shortfall of the insured value as indicated at the time of the underwriting in respect of the value which should have been insured shall give rise to the application of the proportionality rule.

The insured value is to be understood as the value used as the basis for calculating premiums and compensations. With the exception of the cases provided for in G.3, the said insured value for the Limited Comprehensive insurance, Comprehensive insurance and the Additional coverages is composed of:

- the purchase price of the *insured vehicle* at the time of its first use to acquire the same vehicle again, including options and originally installed accessories, all expressed excluding VAT and non-deducted discount(s), including the anti-theft system and its installation costs.

Article 32: Acknowledgement of liability by the *insured*

Any acknowledgement of liability, any determination of damage, any promise of compensation or any payment made by the *insured*, without *our* written consent, cannot be invoked against *us*

The recognition of facts or the provision of first financial or medical assistance by the *insured* may not constitute

grounds for refusal of cover by *us*.

Article 33: Payment of the compensation

The *insurer* shall pay the compensation due in the principal amount according to the provisions of the contract. The *insurer* shall pay, even above the compensation limits, the interest on the principal amount of the compensation due, costs relating to civil proceedings, including criminal proceedings, and the fees and expenses of lawyers and experts, but only to the extent that such costs are incurred by him or with his consent or, in the event of a conflict of interest not attributable to the *insured*, to the extent that such costs are not unreasonably incurred. The costs recovered at the expense of third parties and the legal costs must be reimbursed to the *insurer*.

Article 34: Compensation limit

The sums insured are mentioned in the Policy schedule. However, as a minimum, the sums insured required by law are guaranteed.

Article 35: Notification of claim settlement

The final claim for compensation or the refusal to pay compensation shall be submitted to *you* as soon as possible.

Article 36: Claims certificate

Within 15 days of *your* request and at the end of the contract, *we* will deliver *you* a statement concerning the *claims* that have been made, stating the information foreseen by the laws and regulations.

Article 37: Management of the dispute

As far as the civil interests are concerned, and in so far as *our* interests coincide with those of the *insured*, *we* have the right, on *your* behalf, to contest the claim of the *injured party*. *We* can compensate the *injured party* for the damage if there is a basis for doing so.

Article 38: Subrogation

If *we* have paid out an advance payment or reimbursement of legal costs, any claims of the *insured* against liable third parties will be transferred to the *insured* by way of subrogation.

The *insured* must refrain from acts prejudicial to *our* rights in relation to third parties.

Article 39: Criminal proceedings

a. Judicial means of defence

If a *claim* gives rise to criminal prosecutions against the *insured*, the *insured* can freely choose his or her means of defence at his or her own expense.

We limit *ourselves* to determining the means of defence with regard to the extent of the liability of the *insured* and of the amounts demanded by the *injured party*, without prejudice to C.7, art. 33 of these General Terms and Conditions with regard to civil law interests.

The *insured* is obliged to appear in person when the procedure requires it.

b. Legal remedies after judgment

The *insured person* shall be free to pursue, at his/her own expense, any legal remedy against a civil or criminal conviction.

We are entitled to pay the damages if there is reason to do so.

If we decide to lodge an appeal against a conviction, we will inform the *insured* in due time. The *insured* decides at his own risk whether to follow the legal remedy we have instigated.

c. Fines, out-of-court settlements and costs

Fines, amicable settlements and courts costs in criminal cases, without prejudice to C.7, art. 33 shall not be borne by the *insurer* unless they are covered.

C.8 Territorial coverage

Article 40: Territorial coverage

Coverage is granted for a *claim* occurring in any country for which the coverage is granted according to the *International insurance certificate* (formerly Green card).

It applies to *damages* occurring on public roads or on public or private land.

C.9 Communications

Article 41: Designation of communications

a. The *insurer*

The communications and notifications intended for *us* must be made to *our* address, *our* electronic address or to any person designated for that purpose in the contract, such as the *administrator*.

b. The *policyholder*

The communications and notifications intended for *you* shall be made to the last address known to *us*. With *your* consent, these communications and notifications may also be made by electronic mail to the last email address specified by *you*.

D. Motor third party liability coverage

D.1 General

Article 1: General

"MTPL" is the abbreviation for Motor Third Party Liability. In the Netherlands, it is compulsory to be insured when *you* own certain categories of motor vehicles.

Unless the parties have expressly agreed otherwise, this contract meets the requirement of uncertainty as referred to in Article 7:925 Civil Code, if and to the extent that the loss suffered by another person for which compensation is claimed from an insured is the consequence of a claim for which the parties were uncertain at the time of concluding the insurance contract that it had caused loss to the other person or would do so in the normal course of events. Damage that does not meet the aforementioned uncertainty requirement is not covered.

D.2 Who is insured

Article 2: Insured persons

With regard to the "Motor Third Party Liability coverage", the following person is named insured:

- a) *you*, the *policyholder*;
- b) the owner of the *insured vehicle*;
- c) any keeper of the *insured vehicle*;
- d) any driver of the *insured vehicle*;
- e) any person transported by the *insured vehicle*;
- f) the person who is civilly responsible for the aforementioned persons.

Article 3: Excluded persons

The following persons are excluded from the right to compensation:

- a) the person liable for the damage (not being the insured), except if it is liability for another person's act;
- b) the person who and to the extent that he/she is relieved of liability under any statutory or regulatory provision.

However, for the purposes of this article, the right to compensation shall continue to be acquired in favour of the partially liable person up to the amount of the part of his loss attributable to an insured person.

D.3 What is insured

Article 4: Object of the coverage

With this contract, the *insurer* covers, in accordance with the aforementioned Motor Insurance Liability Act (WAM) and, as the case may be, the applicable foreign legislation and in accordance with the provisions of this contract, the Motor third party liability claims against the *insured* for damages caused with or by the *insured vehicle*, to others and the property of others, as well as financial losses which are neither directly nor indirectly related to personal injury or property damage (pure financial losses), for which the *insured* and/or *policyholder* is liable.

Article 5: MTPL extension - Temporary replacement vehicle

The coverage extends to the use of a temporary replacement vehicle by the *insured parties*, as determined under the conditions of this article. There is no need to inform *us* about this.

a. Definition of temporary replacement vehicle

Temporary replacement vehicle means:

1. the vehicle belonging to a third party other than the *described vehicle*;
2. the *policyholder*, the persons who live at the same address as the *policyholder*, including those who reside outside *your* main residence for study reasons, for example if they live in student accommodation, and the owner or usual owner of the *described vehicle* shall not be regarded as third parties as referred to in this paragraph. If the temporary vehicle belongs to them, the coverage does not extend to this vehicle;
3. The vehicle replaces the *described vehicle* temporarily, if the latter is permanently or temporarily unusable, due to maintenance, modifications, repairs, technical inspection or total technical loss. The temporary vehicle is comparable to the *described vehicle* and is intended for the same use.
4. Where the vehicle described is a two- or three-wheeled vehicle, the coverage can in no case apply to a vehicle with four or more wheels, and vice versa.

b. Insured persons

In their capacity as driver, holder or passenger of the replacement vehicle, or of the civil liable persons for the driver, holder or passenger, the civil liability of is covered of:

1. the owner of the *described vehicle*;
2. the *policyholder* and, where the *policyholder* is a legal person, the authorised driver of the *described vehicle*;
3. all persons who live with the aforementioned insured parties, including those who reside outside *your* main residence for study reasons, for example if they live in student accommodation;
4. any person whose name is mentioned in the contract.

c. Entry into force and duration of coverage

This coverage shall take effect when the *described vehicle* can no longer be used and shall end when the replacement vehicle has been returned to the owner or to a person designated by the owner. The coverage is never valid for more than 30 days.

Article 6: MTPL extension – Towing of a vehicle

In the event that the *insured vehicle* tows another vehicle, the MTPL coverage of the towing vehicle extends to the towed vehicle: damage caused by the towed vehicle is then covered. However, damage to the towed vehicle is not covered under this coverage.

Article 7: Claims abroad

When the claim occurred outside Dutch territory, the coverage granted by the *insurer* is that provided for by the legislation on compulsory motor insurance of the country in whose territory the claim took place.

D.4 What is not insured

Article 8: Damage excluded from compensation

a. The insured vehicle

Damage to the *insured vehicle* is excluded.

b. The goods transported

Damage to goods that are transported by the *insured vehicle* in a professional capacity and for valuable consideration is excluded, except for clothing and luggage personally belonging to the persons transported.

c. Damage caused by transported goods

Damage that is not caused by the use of the *insured vehicle*, but which is only due to the goods transported or to the actions required for this transport such as loading and unloading, is excluded.

d. Authorised competitions

Damage resulting from the participation of the *insured vehicle* in speed, regularity or agility races or competitions authorised by the authorities is excluded.

e. Nuclear energy

Compensation for damage in accordance with the legislation on third-party liability in the field of nuclear energy is excluded.

f. Theft of the insured vehicle

Damages caused by persons who have taken control of the *insured vehicle* by theft, violence or following receipt of stolen goods are excluded.

g. Molest

Damage caused by events of *molest* like defined in B. Definitions, are excluded.

h. Terrorism

Damages, claims and/or circumstances arising from or related to *terrorism* like defined in B. Definitions, are excluded.

D.5 The insurer's right of recourse

According to the WAM, the *insurer* is in many cases obliged to indemnify the claim for which the *insured* and/or the *policyholder* is/are liable. The *insurer* can pay these compensations directly to the *injured* party or come to a settlement with them. The *insurer* then obtains a right of recourse against the liable person. In addition, the *insurer* will be entitled to recourse against *you* or the *insured* if the *insurer* was not obliged to make any payment or to reduce it.

Article 9: Recourse against the *policyholder*

We have a right of recourse against *you* in the event that the coverage of the contract is suspended due to non-payment of the premium in accordance with C.3, art. 12 of these General Terms and Conditions. We also reserve a right of recourse in the cases provided for by law, more specifically in those cases in which we had to make payments for the benefit of injured parties when *you* and/or the *insured* were excluded from coverage, or we should have refused coverage.

Article 10: Recourse against the *insured*

The *insurer* has a right of recourse against the *insured*:

- a. if *he* is able to prove that the *insured* intentionally caused the claim, for the total amount of his net expenditure;
- b. if *he* is able to prove that the *insured* has caused the *claim* in one of the following cases of gross negligence and insofar as the *insurer* proves that there is a causal link with the *claim*:
 - driving under the influence of alcohol with more than the permitted blood alcohol level or more than the permitted amount of alcohol per exhaled breath, as referred to in section 8 of the Road Traffic Act 1994;
 - driving in a state of intoxication or under the influence of drugs, medicines or hallucinogenic substances, as a result of which the *insured* no longer has control of his or her actions, as referred to in section 8 of the Road Traffic Act 1994.
- c. if *he* is able to prove that the *insured* has caused the *claim* and/or is the perpetrator or accomplice of the crime of abuse of trust, fraud or embezzlement with regard to the use of the vehicle;
- d. to the extent that the *insurer* proves that he has suffered damage if the *insured* has not performed a certain obligation within a period specified by the contract. This right of recourse cannot be exercised if the *insured* proves that he/she has performed that act as soon as reasonably possible.

Article 11: Recourse against the *policyholder* and the *insured*

- a. Recourse with a causal link

We have a right of recourse against *you* and, if there is reason to do so, against the *insured* who does not qualify as the *policyholder*:

1. if, at the time of the *claim*, the *described vehicle*, which is subject to Dutch legislation with regard to technical inspection, does not comply with these rules and is put into circulation. This recourse can only be applied insofar as the *insurer* proves that there is a causal connection between the condition of the vehicle and the *claim*;
2. if the *claim* occurs during the participation of the *insured* vehicle in a speed, regularity or agility race or competition, which has not been authorised by the authorities. This recourse can only be applied insofar as the *insurer* demonstrates a causal link between participation in such a race or competition and the *claim*;

3. in the event of a claim, when the regulation or contractual maximum number of passengers has been exceeded. This recourse is limited to the expenses related to the passengers and this in proportion to the ratio of the number of excess passengers to the number of passengers actually transported. This recourse can only be applied insofar as the *insurer* proves that there is a causal link between the exceeding of the permitted number of passengers and the *claim*;
4. when the damage occurs while the persons transported occupy seats contrary to the regulatory or contractual provisions, except for exceeding the maximum number of passengers allowed, recourse shall be exercised for the total expenses relating to these persons transported. This recourse can only be applied to the extent that the *insurer* proves that there is a causal link between occupying a non-compliant seat in the vehicle and the *claim*.

b. Recourse without a causal link

We have a right of recourse against *you* and, if there is reason to do so, to the *insured* who does not qualify as a *policyholder*, if we prove that, at the time of the *claim*, the *insured vehicle* is driven:

1. by a person who does not meet the minimum age required by Dutch law to drive the vehicle;
2. by a person who does not have a valid driving licence to drive the vehicle;
3. by a person who does not comply with specific driving restrictions stated on his or her driving licence; or
4. by a person who has been banned from driving in the Netherlands, even if the claim occurs abroad.

There is no right of recourse for the first three points if the person driving the vehicle abroad fulfils the conditions required by local laws and regulations to drive the vehicle.

There is no right of recourse for the last three points if the *insured* proves that this situation is due to non-compliance with a simple administrative formality.

c. Contesting the recourse

However, we cannot exercise recourse against an *insured* for all situations referred to in this article if the *insured* proves that the shortcomings or the facts on which the recourse is based are due to another insured and that they occurred in violation of their instructions or without their knowledge.

Article 12: Recourse on the perpetrator or the liable person

We have a right of recourse against the perpetrator of the *claim* or the liable person in the event of transfer of ownership insofar as it is proven that this *insured person* is a different person from those referred to in C.2, art. 4 of these General Terms and Conditions.

Article 13: Application of an excess

You pay us the amount of the applicable excesses provided for in the contract. This payment will never exceed our expenses. The application of excesses should be carried out prior to the application of any recourse.

E. Limited comprehensive insurance

E.1 Who is insured

Article 1: Insured persons

With regard to the "Limited Comprehensive insurance", the following person is named insured:

- a) you, the policyholder;
- b) the owner of the *insured vehicle*;
- c) the authorised keeper of the *insured vehicle*;
- d) the authorised driver, including the authorised additional driver(s), of the insured vehicle;
- e) the persons transported in the insured vehicle.

In amendment of d), additional drivers under 25 years are only covered if they are specified in the contract as additional driver or if the journey is to be classified as occasional. Occasional journeys are defined as journeys made on a maximum of 24 days per year, irrespective of whether they are made on a daily basis or consecutive days.

However, *we* do not insure the persons trusted with the vehicle in order to carry out work or to sell it. *We* will therefore seek to recover at their expense the compensation that *we* have paid to *you*.

E.2 What is insured

Article 2: Coverage

"Limited Comprehensive insurance" includes coverage for Fire and Explosion, Theft, Glass breakage, Forces of nature, Collision with animals and Miscellaneous costs.

This insurance coverage is only provided if this is expressly stated on the Policy schedule.

Under no circumstances can the *insurer* be obliged to pay compensation other than that expressly provided for in this insurance contract.

Article 3: Fire and Explosion

a. Scope of coverage

The *insurer* covers the *described vehicle* against fire, damage due to fire, explosion, flames, lightning strike and short circuit in the electrical installation, wherever the event occurs and for whatever reason.

b. What is not insured

Fire damage caused by a load of corrosive, highly inflammable or explosive materials or objects, except in the

case of:

- fuel tank reserved for the use of the *described vehicle*;
- materials or objects transported in the vehicle intended for domestic use;
- fire damage as described in point a. to the vehicle caused by thieves, taking into account the coverage provided in E.2, art. 4.

Article 4: Theft

a. Scope of coverage

The *insurer* covers the *described vehicle* and its accessories against theft and damage resulting from theft or attempted theft.

b. Compensation period

In the event of the theft of the *described vehicle*, the *insurer* shall pay the compensation due no later than the 30th day after receipt of the *claim* and provided that the vehicle is not recovered within this period.

If the stolen vehicle is found after this period, *you* will have two options:

- o to get the vehicle back against reimbursement of the compensation received. In that case, any repair costs of the vehicle, within the limits of the coverage, will be borne by the *insurer*;
- o or return the vehicle to the *insurer* and keep the compensation provided.

The same applies if there is a theft of covered accessories in the sense of this contract.

c. The *insurer* does not cover the *described vehicle* and its accessories in the following cases:

1. The theft or damage resulting from this theft or attempted theft was committed by or with the complicity of:
 - family members or persons with whom the *policyholder* or the *insured* systematically or occasionally lives together;
 - agents of the *policyholder*, of an *insured* or of persons with whom they systematically or occasionally live together;
 - persons to whom an *insured* has entrusted the vehicle or its keys;
2. Theft or damage resulting from this theft or attempted theft when it results from:
 - loss of the vehicle's keys;
 - leaving or forgetting the vehicle's key in or on the vehicle;
 - the non-activation or non-functioning of the anti-theft or vehicle locking systems, unless the vehicle is parked in a locked private garage;
3. Acts of vandalism;
4. Breach of trust and its consequences.

Article 5: Glass breakage

a. Scope of coverage

The *insurer* covers the insured vehicle, except in the event of *total loss*, against breakage of the windscreen, side and rear windows.

In the event of a *claim*, the compensation shall include, to the exclusion of any other compensation:

1. The price of the material needed for the repair of broken windows according to the catalogue value in the Netherlands or the current prices on the Dutch market;
2. The price of the broken glass according to the catalogue value in the Netherlands or the current prices on the Dutch market if repair is not possible for technical reasons;
3. The labour costs for repairing or removing broken windows and fitting new ones;
4. The price of new mounting gaskets if they are necessary for the installation of the new windows;
5. The costs provided for in the Additional coverage "Glass Cover Plus" mentioned in G.6, art. 6 below if this is mentioned in the Policy schedule.

The replacement is justified by a detailed invoice drawn up in the name of the *policyholder* and paid for, stating the make of the *insured vehicle* and its chassis number.

b. What is not insured:

1. Breakage of the rear window forming an integral part of the hood of a "cabriolet" type vehicle;
2. The exclusions referred to in E.3, art. 8 shall also apply.

Article 6: Forces of nature and Collision with animals

a. Scope of coverage

The *insurer* covers the *insured* against damage to the *insured vehicle* that arises directly and immediately from:

1. Rock slides, stone chips, landslide, avalanche, snow drift, storm, hail, flood, hurricane, tornado, cyclone, earthquake, volcanic eruption and tidal wave;
2. Unexpected contact with an animal on the outside of the vehicle, for example, in the event of a collision;
3. Damage caused to the engine compartment of the vehicle as a result of continuous scratching or biting by an animal that has entered it.

b. What is not insured:

1. Flood damage as a result of a broken pipe at the place where the *insured vehicle* is located;
2. Damage caused by an accident resulting from contact with an animal or a force of nature;
3. The exclusions listed under E.3, art. 8 shall also apply.

Article 7: Miscellaneous costs

In the event of a *claim*, the *insurer* will also reimburse the costs incurred for extinguishing the fire, for the temporary garage costs, for the transport (including repatriation) of the *insured vehicle* to an authorised repairer and for the dismantling required by the operator, all up to the maximum of €1.250 excluding VAT.

In addition, if, according to Dutch legislation and regulations on technical inspections, the *described vehicle* must be presented to an inspection body after repair, the *insurer* will reimburse the costs charged by this body.

E.3 What is not insured

Article 8: Damage excluded from compensation

What is not insured:

- a. Damage caused to parts of the *insured vehicle* as a result of wear and tear, structural or material defects or otherwise due to apparently poor maintenance of these parts or due to the use of the *described vehicle* not in accordance with the manufacturer's instructions;
- b. Damage caused by the objects transported, their loading or unloading or as a result of the weight of the load transported by the *insured vehicle*;
- c. Damage incurred during the leasing of the *insured vehicle* to a third party;
- d. Damage resulting from preparation for or participation in races or competitions of speed, regularity or agility. However, damage caused during rallies for exclusively tourism purposes remains insured;
- e. If, at the time of the accident, the *insured vehicle*, which is subject to Dutch legislation and regulations on technical inspections, does not comply with such regulations and is put on the road outside the permitted route. This lack of coverage can only be invoked if the *insurer* proves that there is a causal link between the state of the vehicle and the occurrence of the claim;
- f. Damage caused to the *insured vehicle* if, at the time of the *claim*, it is being driven by a person who does not meet the conditions required by Dutch law and regulations for driving that vehicle;
- g. If the *insurer* demonstrates that there is a causal connection between the occurrence of the *claim* and the fact that at the time of the *claim*, the driver was under the influence of alcohol with more than the permitted blood alcohol level or more than the permitted amount of alcohol per exhaled breath or in a state of intoxication or under the influence of drugs or hallucinogenic substances or under the influence of medicines, the use of which renders him unfit to drive, as referred to in Section 8 of the Road Traffic Act 1994.
- h. Damage which we prove was caused intentionally by the *insured*;
- i. Damage arising directly or indirectly from a phenomenon of modification of the atomic nucleus or of radioactivity;
- j. Damage arising from the *insured's* participation in war or civil unrest;
- k. Damage which arise while the coverage is suspended due to non-payment of the premium under the conditions provided for in C.3, art. 12 and C.4, art. 17 of these General Terms and Conditions;
- l. Damage resulting from *terrorism*;
- m. Damage under the Fire, Theft and Material damage coverage resulting from the temporary replacement vehicle as stated in the definition of the *insured vehicle* in B. Definitions.

In the cases mentioned in paragraphs f) and g) the coverage for both the *policyholder* and the owner of the

insured vehicle shall continue to exist if *you* prove that the facts took place without his knowledge or against his instructions. In such a case, however, the *insurer* is subrogated to the rights and claims of the *policyholder* or the owner of the vehicle against the driver of the *insured vehicle* who is responsible for the damage, up to all or part of the compensation that the *insurer* will have paid.

F. Comprehensive insurance

F.1 Who is insured

Article 1: Insured persons

With regard to the "Comprehensive insurance", the provisions mentioned in E.1. apply as well.

F.2 What is insured

Article 2: Coverage

The "Comprehensive insurance" includes the coverages from the Limited Comprehensive Insurance mentioned in E.2 and in addition: coverage for Material Damage.

This insurance coverage is only granted if it is explicitly mentioned in the Policy schedule.

Under no circumstances can the *insurer* be obliged to pay compensation other than that expressly provided for in this insurance contract.

Article 3: Material damage

The *insurer* covers damage to the *insured vehicle* as a result of an accident, a shock, a fall or a collision.

This coverage also includes insurance for:

- a. Damage as a result of *vandalism*;
- b. Tire wear partly as a result of *vandalism*, provided that *you have* submitted a complaint within 48 hours of establishing the facts;
- c. Damage incurred during transshipment by rail, sea or air, and during loading or unloading operations;
- d. Up to a maximum of €250 if the damage is the result of voluntary transport of an injured person as a result of a traffic accident:
 - o reimbursement of the costs incurred for cleaning or repairing the interior fittings of the *insured vehicle*;
 - o damage to the clothing of the *insured*.

F.3 What is not insured

Article 4: Damage excluded from compensation

- a. The exclusions under the Limited Comprehensive Insurance mentioned in E.3, art. 8, apply identically to the Comprehensive Insurance.
- b. Additionally, damage to tires is excluded, unless it occurs in combination with other covered damage or in the case of *vandalism* and with the exception of the provisions in the Additional coverage "Tire damage" referred to in G.8, art. 8, when it is stated as covered in the Policy schedule.

G. Additional coverages

G.1 Who is insured

Article 1: Insured persons

With regard to the "Additional coverages", the provisions mentioned in E.1 apply as well.

G.2 What is insured

Article 2: Coverage

The Additional coverages include: Battery coverage, Key replacement, New value compensation in case of total loss, Glass Cover Plus, Charging equipment, Damage to tires, Roadside assistance and Replacement vehicle. These coverages, combined or individually, are only granted if they are explicitly mentioned in the Policy schedule.

Under no circumstances can the insurer be obliged to pay compensation other than that expressly provided for in this insurance contract.

G.3 Type of compensation in case of *total loss*

Article 3: Type of compensation in case of *total loss*

The type of compensation granted in case of *total loss* is mentioned in *your* Policy schedule.

a) Option: Current value compensation

In the event of *total loss*, you will receive as compensation the *current value* of the *insured vehicle* like defined in B. Definitions.

b) Option: New value compensation

In the event of *total loss*, you will receive as compensation the *new value* of the *insured vehicle* like defined in B. Definitions, during respectively the first 12 months or the first 24 months of insurance:

Option: 12 months

Notwithstanding a) of this article, compensation in the event of a *total loss* shall be paid at new value

in the first year of insurance (12 months from the first registration of the vehicle). As from the second year, compensation will be calculated in accordance with a) of this article.

Option: 24 months

Notwithstanding a) of this article, compensation in the event of a *total loss* shall be paid at new value during the first two years of insurance (24 months from the first registration of the vehicle). As from the third year, compensation will be calculated in accordance with a) of this article.

G.4 Battery cover

Article 4: Battery cover

The insurance covers damage to the vehicle's high-voltage battery due to an insured event under the Limited Comprehensive insurance or Comprehensive insurance.

Insured benefits:

- o The repair is insured provided it is carried out by an authorized repair shop;
- o If repair is not possible or uneconomical, the replacement of the insured high-voltage battery is insured. A repair is deemed uneconomical if the repair costs are higher than the policyholder would have to pay for a high-voltage battery of the same type and quality in the same state of wear at the time of the insured event;
- o Up to and including the second year of insurance (24 months from the first registration of the vehicle), the replacement value of the insured high-voltage battery will be compensated. The replacement value is the price that would have to be paid on the day of the damage in order to procure a new high-voltage battery of the same type. From the third year of insurance, *you* will be compensated at the current value.

G.5 Key replacement

Article 5: Key replacement

In the event of loss of the vehicle keys, the *insurer* will reimburse the cost of replacing the keys and changing the lock, including reprogramming the starting system immobilizer.

In addition to the common exclusions under G.11, there is no insurance coverage for theft of the key from inside the vehicle.

G.6 Glass Cover Plus

Article 6: Glass Cover Plus

In addition to the Glass breakage coverage under the (Limited) Comprehensive insurance, damages to parts of the insured vehicle made of glass or materials that serve as a substitute for glass are insured. Damage to the vehicle's rear-view mirror is also insured only if the bracket is damaged and replacement with the same part is necessary. The bulbs are also insured if they are destroyed when the glass breaks.

No compensation will be paid if the replacement or repair is not made or if the cost of replacing the glass equals or exceeds the *current value* of the vehicle.

G.7 Charging equipment

Article 7: Charging equipment

The insurance covers the permanently installed charger(s)/wallbox(es) in the house for electric or hybrid vehicles of the *policyholder* or the designated usual driver against sudden and unexpected damage caused by:

- o unintentional handling error resulting in internal malfunction;
- o malicious acts/*vandalism* by third parties;
- o theft;
- o bites and subsequent damage caused by martens and rodents;
- o exposure to current, including short circuits, overvoltages or overcurrents;
- o overloading;
- o effects of foreign objects.

In addition to the common exclusions under G.11, the charging equipment insurance does not cover the following:

- o functional damage, breakage and deterioration resulting directly or indirectly from the normal ageing process (in particular rust, corrosion, oxidation) or from wear and tear, i.e. natural wear and tear;
- o direct and indirect damage caused by thermal problems, in particular due to excessive temperatures, poor cooling or other overheating;
- o damage due to material, processing or design defects as well as damage or defects of any kind that existed prior to the conclusion of the contract;
- o damage caused by fire, lightning and explosions;
- o damage caused by natural forces, such as (area-wide) storms (wind speed at least 75 km/h), hail, avalanches, snow pressure, damage caused by falling rocks, stones and earth masses (landslides), floods and inundations;
- o any damage to the building on which the charger(s)/wallbox(es) are permanently installed and to persons and vehicles resulting from the operation and use of the charging station.

G.8 Tire damage

Article 8: Damage to tires

Damage to the tires attached to the vehicle caused by nails, screws, curbs, broken glass or other sharp-edged objects as well as damage caused by intent or *vandalism* is insured.

Tires will be reimbursed at net price (excluding commercial discounts).

The following services are covered:

- a. the replacement of the damaged tire up to the *current value*, but without exceeding the agreed compensation limit per tire mentioned in the Policy schedule;

- b. the cost of replacing the second tire on the same axle, if technically necessary;
- c. mounting within the agreed reimbursement per tire.

In addition to the common exclusions under G.11, there is no coverage for tire damage resulting from the following causes:

- a. incorrect chassis setting;
- b. incorrect air pressure according to the vehicle or tire manufacturer's recommendations and operating instructions.

The consequential costs resulting directly from the *claim*, for example for the rims, are not insured. If the tire can be repaired, the repair costs will be reimbursed instead of the costs for a replacement, provided they are lower than the costs for a replacement. If the remaining tire tread is less than 3 millimetres, no compensation will be paid.

G.9 (Roadside) Assistance

Article 9: (Roadside) assistance

If the *insured vehicle* is unroadworthy as a result of a breakdown or an insured event, the *insurer* will provide via their Roadside Assistance (RSA) provider the following assistance services after the *policyholder* makes an initial call to the Contact Centre at a dedicated telephone number provided to the *policyholder*:

- a) Roadside repair of the vehicle; or
- b) If the vehicle cannot be fully repaired within a reasonable amount of time at the roadside, the vehicle will be transported based on the geographic location determined by the RSA provider to the nearest professional repair facility that can properly repair the vehicle or preferred network stipulated by a specific brand;
- c) If the vehicle has a puncture and the temporary use of a universal spare wheel is available, it will be fitted so the driver can visit a local tire centre to have a tire changed. If a universal spare wheel is not available, the vehicle will be transported to the nearest appropriate tire centre, as determined by the RSA provider, for a tire replacement. Costs associated with the fitting of a replacement tire will be the responsibility of the driver;
- d) If a vehicle is not sufficiently charged to complete a journey that has been started, the vehicle will be transported to a local charging station designated by the RSA provider. Costs associated with charging the vehicle are not covered;
- e) In the event of immobility of the vehicle due to the fault of the driver, e.g. if the keys are locked in the vehicle, the RSA Provider will provide assistance to attempt to gain access. If this is not possible, the vehicle will be transported based on the geographical location determined by the RSA provider to the nearest professional repair facility that can properly repair the vehicle or preferred network stipulated by a specific brand;
- f) If the vehicle is involved in a road traffic accident, the vehicle will be transported based on the geographic location determined by the RSA provider to the nearest professional repair facility that can properly repair the vehicle or preferred network stipulated by a specific brand;
- g) If the incident occurs in a country where no suitable specialist workshop is available and the vehicle has to be recovered, the vehicle will be transported based on the geographic location determined

by the RSA provider to the nearest professional repair facility that can properly repair the vehicle or preferred network stipulated by a specific brand in the home country or in another country as determined by the RSA provider. The costs for this will be covered up to a maximum of €500;

- h)** If the *insured vehicle* is towing a trailer or caravan, in the event of a breakdown or incident, the towed vehicle will be recovered to the nearest safe location.

If the damaged or broken-down vehicle is transported to the nearest specialist workshop, the *insurer* will either:

1. procure a taxi for the driver and for up to 4 passengers of the damaged or broken-down vehicle to his or her place of residence or to a place of his or her choice, in each case not more than 100 kilometres from the place of the incident; or;
2. if the driver chooses to arrange transportation, the *insurer* will reimburse the driver for the cost of a taxi ride to a destination no more than 100 kilometres from the incident location, provided that this has been agreed in advance with the RSA provider. To request reimbursement of taxi costs, the *policyholder* must send the *insurer* the receipt for the taxi journey.

Article 10: The exclusions

In addition to the exclusions already mentioned in the previous article, the following claims are not covered:

- a)** Transportation not arranged by the RSA provider or approved contractor when dealing with the accident or breakdown;
- b)** The cost of parts required to repair the vehicle. If the RSA provider or approved contractor has the required parts, the driver may purchase the appropriate parts from the provider for an additional charge. Parts must be paid for in full at the time of the incident and before repairs are started. Parts purchased from third parties will not be installed in the vehicle;
- c)** Transport of the recovered vehicle to more than one destination, unless the incident occurs outside of normal business hours, or the location of the first destination is unable to accept the vehicle;
- d)** Any breakdown resulting from a fault for which the *insurer* has previously provided Assistance cover, and either:
 1. The original failure was not properly corrected by a party other than the RSA provider; or
 2. the driver has been advised that only a temporary repair of the defect had been made and that further repairs were required and that the subsequent incident resulted at least in part from a failure to make these other repairs.
- e)** Baggage and freight - for vehicles with animals, commercially transported goods or perishable goods, towing will only be carried out in an unloaded state. Any transport and recovery costs incurred for luggage, freight and livestock are not covered.
- f)** Repatriation from abroad is excluded unless the incident occurs in a country where no suitable specialist workshop exists. In this case, services will be provided as described above under g), art. 9:
- g)** Any accommodation that may be required due to the location of the vehicle's accident or breakdown is not covered. This includes booking costs and related expenses, which are also not covered;

- h)** No insurance cover is provided if it is not possible for the service provider to get to the *insured vehicle* due to special circumstances such as events of war, with or without a declaration of war, including all acts of violence by states and all acts of violence by political or terrorist organizations, riots, civil commotion, environmental disasters (such as floods, mudslides, avalanches, etc.) or orders by high authorities;
- i)** All fees, costs, taxes that may be incurred in the course of customs clearance;
- j)** Costs related to ferry crossings (except in the case of repatriation due to the absence of a preferred network stipulated by a specific brand or professional repair facility that can properly repair the vehicle in the country of the incident or on islands of the same country (i.e. Canary Islands and Balearic Islands as part of Spain)), toll roads, congestion charges, special VAT regulations or customs procedures;
- k)** Arranging cross-border transportation to or from countries outside those covered by this insurance;
- l)** Damage caused by objects hitting the vehicle, damage caused by road fixtures, unless the vehicle is immobilized or cannot be driven safely;
- m)** Discharge of the low voltage battery due to normal wear and tear;
- n)** Damage caused by driving the vehicle off-road or over uneven, rough, damaged or hazardous surfaces;
- o)** Damage during races of any kind or training for this;
- p)** Damage that may occur while the vehicle is being pulled out due to being stuck in mud, snow, sand or other soft surfaces;
- q)** Damage caused by vehicle misuse or negligence;
- r)** Damage caused by *vandalism* - unless the vehicle is immobilized or cannot be driven safely;
- s)** Damage caused by attaching and removing snow chains;
- t)** A vehicle that is demonstrated or delivered in the motor trade or used with commercial or export license plates;
- u)** Fines, fees, damages or taxes associated with impoundment or other towing services due to an actual or alleged violation;
- v)** Assistance will not be provided in any country that is not mentioned on the International insurance certificate.

G.10 Replacement vehicle

Article 11: Replacement vehicle

If the *insured vehicle* is unroadworthy to drive or if there is an insured event, the Roadside Assistance Provider will arrange a rental or replacement vehicle of the same vehicle category as the *insured vehicle*, up to the maximum amount mentioned in your Policy schedule.

Replacement vehicles can only be arranged if the insured person is in possession of the corresponding driving license and a credit card.

Insurance coverage is only provided under the precondition that the insured vehicle cannot be repaired within 24 hours and is immobilised for at least 24 hours.

G.11 What is not insured

Article 12: Damage excluded from compensation

In addition to the specific exclusions under each Additional coverage, the exclusions mentioned in E.3. apply identically to all the Additional coverages.