

InsureMyTesla Policy Conditions

TPL and (limited) Comprehensive insurance

How to *read* these Policy Conditions?

We explain all words printed in *italics* in the definitions which you *can* find in these Policy Terms. In the general administrative provisions, you will find, among other things, all the elements that apply to the entire insurance contract.

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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Section 1: Glossary

1. YOU, THE POLICYHOLDER

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

2. THE INSURED

With regard to cover for the damage caused with or by the *car* to others and the property of others and for which *you* are legally responsible (Third-Party Liability, or TPL), the following person is the named *insured*:

- any person whose liability is covered by the contract.

For the "Limited Comprehensive", "Comprehensive" and "InsureMyTesla" coverage, where damage to your own *car* may also be covered, depending on the coverage agreed, the following persons are considered to be *insured*:

- *you*;
- the owner of the *insured car*;
- the authorised keeper;
- the authorised driver and persons transported in the *insured car*;
- the *additional driver*.

However, *we* do not insure the persons trusted with the *car* 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. WE, THE INSURER, THE COMPANY, US, OUR

The insurance company with which the contract was concluded.

4. THE ADMINISTRATOR

Qover nv is an unaffiliated insurance agent, recognised and regulated by the Financial Services and Markets Authority (FSMA Belgium) under the registration number 0650.939.878.

Head Office: Handelsstraat, 31 - 1000 Brussels, Belgium - VAT BE 0650.939.878 - www.qover.com.

You can check this in the FSMA register by visiting the FSMA website at <http://www.fsma.be>; or by contacting the FSMA on +32(O)2 220 52 11.

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 in the register of the Netherlands Authority for the Financial Markets (AFM, the Netherlands) by visiting the AFM website at <https://www.afm.nl/en/professionals/registers/vergunningenregisters/financiele-dienstverleners>.

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 ADDITIONAL DRIVER

Any person under the age of 25 who drives the *insured car* for at least 24 days a year and is registered as such as an *additional driver* in the insurance contract.

7. THE CAR

A car 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.

8. THE TRAILER

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

9. THE COVERED CAR

- a. The *car* 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 satisfies the following conditions:
 - o The weight does not exceed 750 kg;
 - o The *trailer* bears the registration plate of said *car*.

10. THE INSURED CAR

- a. For "TPL" cover, the following cars are considered as *insured cars*:
 - o The *covered car*;
 - o According to the conditions and limits stated in the contract:
 - the temporary replacement *car*;
 - the *covered car* that has been transferred and the *car* that will be replaced by this *car*.

Everything that is connected to the aforementioned *motor cars* is considered to be part of them.

- b. For the "Limited Comprehensive", "Comprehensive" and "InsureMyTesla coverage", the following cars are considered to be *insured cars*:
 - o The *covered car*;
 - o The temporary replacement *car* used by the *policyholder* uses as long as the *covered car* is out of use for repair, inspection or maintenance.
Fire, Theft and Property damage are excluded for this *car*.
The temporary replacement *car* must be of the same make and model as *the covered car*.

The cover for (breakdown) assistance is excluded for the temporary replacement *car*.

11. THE CLAIM

Any event causing damage that may give rise to the application of the contract.

12. THE INTERNATIONAL INSURANCE CERTIFICATE (FORMERLY THE GREEN CARD)

Valid international proof that *you* have motor insurance.

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. TOTAL LOSS

There is a *total loss* when the *insured car* cannot be repaired or if the repair costs on the day of the loss exceed the compensation value as defined below, reduced by the value of the damaged car.

There is also a *total loss* of the *covered car* once it has not been recovered after 30 days from the declaration of theft.

The compensation value is:

- in the event that the plan chosen and mentioned in the Policy Scheme includes the "Replacement Cost Compensation", calculated in accordance with the provisions of Article 19 of the section entitled "Limited Comprehensive/Comprehensive"
- in all other cases, equal to the *actual value* of the *insured car* at the time of the *claim*.

15. VANDALISM

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

16. ACCESSORIES

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

17. ACTUAL VALUE

The replacement value of the *car* immediately prior to the *claim*. This value will be established by an expert.

Section 2: General administrative provisions

1. What are the relationships between the parties?

The contract is concluded by *you* with *us*, the *insurer*, through the intermediary of an *administrator*.

The *administrator* is responsible for the sale and distribution of the insurance contract.

The *insurer* is responsible for the administration of the insurance contract, as well as the management of *claims* and, if necessary, can entrust the responsibility for handling a *claim* in whole or in part to the *administrator*.

It is the responsibility of the *insurer* 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 +32 2 588 25 50 or by email at contact@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 Policy 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 Scheme, which contains the conditions that apply to *you* in particular. The provisions set out in the Policy Scheme take precedence over the provisions of the Policy Conditions if there are conflicting provisions. *You* will receive this document upon conclusion, any amendments 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.

This insurance meets 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 ten (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 and which court has jurisdiction in the event of a dispute about this insurance contract?

This contract is governed by Dutch law. Dutch courts are authorised to deal with disputes relating to this contract.

6. Where do *you* have to be domiciled/registered to take out and benefit from this insurance?

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 this insurance.

7. When does your insurance policy come into effect?

The insurance contract takes effect on the date stated in your Policy Scheme. The due dates of premiums are stated in your Policy Scheme.

8. How is the premium calculated?

- a. The initial premium

The premium is determined on the basis of price criteria. *You* will find the details of its composition in your Policy Scheme. 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 specified *insured car*.

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 one 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 mileage) and/or if we determine that one of these parameters does not correspond to your declarations.

9. Limitation period

The right to payment under this insurance contract shall lapse three years after the commencement of the day following that on which the *policyholder* became aware of the possibility to claim.

10. What should *you* do in the event of a *claim*?

In the event of theft or property damage:

- a. In the event of damage, *you* must contact the *administrator*.

You can contact the *administrator* on +31 800 020 03 62 from Monday to Friday from 9 a.m. to 5 p.m.

For new *claims*, *you* must complete the claim form online at <http://insuremytesla.qover.com/nl-nl>.

You can send an email to claims@qover.com to discuss pending *claims*.

When *you* report a *claim*, *you* must provide all the information on the circumstances of the *claim* in writing by duly completing the above claim form.

In these Policy Terms and Conditions, we explain in detail what steps *you* must follow in the event of a *claim*

- b. *You/the insured* must report the theft of your *insured car* to the police as soon as possible, but in any case within 24 hours of discovery, unless this report is not reasonably possible within 24 hours;
- c. *You/the insured* must report any damage as soon as reasonably possible after discovery of the damage. Please use the claim form available on the website <http://insuremytesla.qover.com/nl-nl>;
- d. *You/the insured* must comply with the rules for the declaration of damage: by this, we mean that *you* provide the notification with all useful information or written confirmation, as well as any element

that may facilitate or influence the settlement of the *claim*;

- e. *You/the insured* shall take all reasonable measures to limit the extent of the damage;
- f. If it is possible to repair the *insured car*, *you* must go to a garage before the repair is carried out and provide *us* with an estimate of the damage;
- g. In case of theft:
 - o *You/the insured* must provide *us* with the number of the report made to the police and any useful information about the *insured car*.
 - o *You* authorise the *administrator* and the *insurer* to receive this information.
- h. In the event that the *policyholder* fails to comply with the obligation to report the *claim* and/or to limit the consequences thereof, and if this leads to a disadvantage for the *insurer*, the latter shall be entitled to reduce the payment by the loss suffered as a result.

In case of (breakdown) assistance:

- a. Immediately contact the (breakdown) assistance 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:

- o Your insurance contract reference;
 - o Name and address of the *policyholder*;
 - o The telephone number on which *we can reach you*;

 - o The circumstances of the *claim* and all necessary information to help *you*.
 - o *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 cover applies insofar as *you*:
 - o *have called or warned us as soon as reasonably possible, except in case of force majeure, so that we can optimally organise the requested (breakdown) assistance, and authorise you to pay the guaranteed expenses*;
 - o *agree with the resolutions we recommend*;
 - o *comply with the obligations specific to the services requested and set out in these Policy Conditions*;
 - o *answer our questions precisely regarding the occurrence of the insured events and provide us with all useful information and/or documents*; take all reasonable measures to prevent or limit the consequences of the *insured event*;
 - o 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;
 - o provide *us* with original proof of your guaranteed payments;
 - o provide *us* with the transportation 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.
 - d. If *you/the insured* are/is/ the victim of a theft and requires assistance, *you/he/she* must submit a complaint to the competent police services as soon as reasonably possible, but in any case, within 24 hours after the facts have been established.
 - e. If *you/the insured* do/does not fulfil one of the obligations under the contract, *we* can:
 - o Insofar as *we* have suffered damage as a result of this violation, reduce the compensation due to the amount of the damage suffered, 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 this deception does not justify the lapse of the right to payment.

If the *policyholder* and the *insured* of the *covered car* are different persons, the *policyholder* must bring these conditions to the attention of the *insured* in some way.

11. Withdrawal period: online or via another electronic channel

You may terminate the insurance contract within 14 calendar days after taking out the insurance or after receiving the Policy Scheme, Policy Conditions and pre-contractual information 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 termination form, which *you* received by email, to contact@qover.com.

12. Are you dissatisfied 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, rue du Commerce 31, 1000 Brussels (Belgium) or at the email address mediation@qover.com or by telephone on +31 800 020 03 62. Within 3 (three) 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 (two) 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 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
Telephone: 070 - 333 8 999
Email: consumenten@kifid.nl <https://www.kifid.nl>

The KiFiD is available 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. The *insured* can contact the European online dispute resolution platform:

If necessary, the *insured* can 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), the *insured* can submit their 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 take 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.

13. Parties Involved

a. Administrator

Qover nv is an unaffiliated insurance agent, recognised and regulated by the Financial Services and Markets Authority (FSMA Belgium) under the registration number 0650.939.878.

Head Office: Handelsstraat, 31 – 1000 Brussels, Belgium – VAT BE 0650.939.878 – www.qover.com.

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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 in the Netherlands Authority for the Financial Markets (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 to provide services and is registered in the Netherlands under the code number 12047601.

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

Caregiver

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

14. Information on the protection of privacy and data protection

a. Why does Helvetia use your personal data?

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

More information can be found here: [Information on data protection within Helvetia](#).

b. Why does Qover use your personal data?

Qover 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, in accordance with Article 290.

Section 3: TPL

3.1 GENERAL

"TPL" is the abbreviation for Third Party Liability. In the Netherlands, it is compulsory to be insured when you own a motor car, such as a *car*. The third-party insurance reimburses *you* for the damage that is caused with or by your *car* to others and the property of others and for which *you* are liable.

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.

CHAPTER 1 – DEFINITIONS

Article 1: Definitions

The terms are listed under Section 1 "Definitions" above. Certain terms may be interpreted differently depending on the type of cover (either Third Party, Limited Comprehensive, Comprehensive and "InsureMyTesla" coverage) that *you* have chosen. If this is the case, it is indicated in the relevant section.

CHAPTER 2 – THE CONTRACT

SECTION 1 – Concerning the data inherent to the risk

Article 2: 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 3: 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 *covered car*;
- b. The characteristics of the *car* that replaces the *covered car*, with the exception of the temporary replacement car as referred to in Article 41 or Section 3, 3.3;
- c. The registration of the *covered car* in another country;
- d. The bringing into circulation of the described or any other *car* during the suspension of the contract;

- e. Any change of address;
- f. Any *additional driver* (under 25 years of age and driving the *insured car* at least 24 days a year);
- g. The significant and permanent increase of the risk

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

Indicate the new circumstances or the changes in the circumstances that *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 4: Across borders

- a. No residence of the *covered car* 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 in **Article 3** of these terms and conditions.
- b. As soon as the *covered car* 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.

SECTION 2 – Changes to the covered car

Article 5: Transfer of ownership

- a. Transfer of ownership

The *policyholder* who transfers ownership of the *covered car* shall notify the *insurer* of the transfer within a period of fourteen (14) days. The premium remains payable to the *insurer* until the transfer of ownership is notified.

As soon as the *car* is no longer in *your* name, we will no longer pay for damage to *your car*. It is therefore important to report the transfer of ownership of the *car* to *us* as soon as possible.

- b. Replacing the *covered car*

If *you* would like to replace the *covered car* with another *car* upon transfer of ownership, this is possible under certain conditions. We reserve the right not to insure the new *car* 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 Policy Conditions. If *you* do not accept the insurance conditions proposed by *us*, including the premium, *you* may terminate the contract in accordance with **Articles 19 and 20, f** of these conditions.

If we provide proof that the new *car* has risk characteristics that do not fall within *our* acceptance criteria, we may terminate the contract in accordance with **Articles 19 and 22, k** of these Policy Terms.

With regard to the transferred *car*, the provisions of paragraph 1 apply.

- c. Transfer of ownership of the *covered car* in the event of the death of the *policyholder*

In the event of transfer of ownership of the *covered car* upon the death of the *policyholder*, the contract shall continue to exist **in accordance with Article 21** of these 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 6: Theft or misappropriation

Theft or misappropriation of the *covered car*:

If the *covered car* 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 *covered car*, the insurance will be suspended from the date of the theft.

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

Article 7: Other situations amounting to an elimination of risk

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 *covered car* as referred to in **Articles 5 and 6** of these terms and conditions.

b. Replacing the *covered car*

- o If the *policyholder* would like to replace the *covered car* with another *car*, this is possible under certain conditions. *We* reserve the right not to insure the new *car* 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 Policy Conditions.
- o If *you* do not accept the insurance conditions proposed by *us*, including the premium, *you* can cancel the contract in accordance with **Articles 19 and 20, f** of these Policy Conditions.
- o If *we* provide proof that the new *car* has risk characteristics that do not fall within *our* acceptance criteria, *we* may terminate the contract in accordance with **Articles 19 and 22, k** of these Policy Terms.

Article 8: Lease contract

The provisions of **Article 5** of these terms and conditions shall also apply in the event of termination of the *policyholder's* rights to the *covered car* which he/she has acquired pursuant to a rental contract or a similar contract.

Article 9: Confiscation by the authorities

If the *covered car* 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 *car*. It is *your* responsibility to inform *us* of the confiscation.

Either Party may terminate the contract in accordance with **Articles 19 and 20 h or 22 h** of these Terms and Conditions.

SECTION 3 – Duration – Premium – Amendment of insurance terms and premium

Article 10: 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 Scheme 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 Article 19 of these terms and conditions.

If *we* wish to oppose the automatic renewal, *we* may do so no later than 2 (two) months before the renewal date, with effect from the renewal date, in accordance with **Articles 19 and 22 (b)** of these terms and conditions.

Article 11: 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 acts as *our* agent for the collection of the premium.

Article 12: The insurance certificate

As soon as the insurance cover is granted to *you*, *we* will give *you* proof of insurance, the internationally valid proof that the *policyholder* has car insurance (formerly the Green Card), which shows the existence of the contract.

The insurance certificate shall not be valid upon the cancellation of the contract and shall cease to be valid upon the termination of the contract or upon the termination or suspension of the contract.

Article 13: 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 cover.

b. Non-payment of follow-up premium

If *you* fail to comply with the obligation to pay the premium owed, the cover 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 cover. The premium owed must be settled, after which the cover 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 terms and conditions.

Article 14: 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 stated in Article 20 of these terms and conditions.

Article 15: 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 performance 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 performance of the contract.

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

If the *insurer* alters the terms and conditions of insurance 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 **Articles 19 and 20, 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 **Articles 19 and 20, c**.

In the absence of clear information, the highest possible legal coverage shall apply, and the *policyholder* may terminate the contract in accordance with **Articles 19 and 20, c**.

The *insurer* may terminate the contract in accordance with **Articles 19 and 20, f** if it provides evidence that it 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, it shall *inform the policyholder* in a clear manner.

The *policyholder* may terminate the contract in accordance with **Articles 19 and 20, 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 16: 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 **Articles 19 and 22, i.**

Article 17: 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 *covered car* 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 **Articles 19 and 21.**

The *insured* may terminate the contract in accordance with **Articles 19 and 22, j.**

SECTION 4 – Suspension of the contract

Article 18: Appeal against suspension

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

SECTION 5 – End of the contract

Article 19: Termination procedures

a. Termination method

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: contact@gover.com

b. Effect of the termination

Unless otherwise stated in **Article 20** of these terms and conditions, your cancellation will take effect from midnight on the day of your cancellation.

Unless otherwise stated in Article 22 of these terms and conditions, *our* notice of termination shall take effect after the expiry of 1 (one) 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 (one) 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 thirty days from the date on which the cancellation takes effect.

Article 20: Cancellation options for the *policyholder*

a. Before the start of the contract

The *policyholder* may terminate the contract if a period of more than one year elapses between the date of conclusion and its entry into force. Notice of termination must be given at the latest before the commencement date of the contract.

Termination shall take effect on the commencement date of the contract.

b. At any time

You may cancel the insurance 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, for one 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 one month after notification, as referred to in **Article 15** of these Policy Conditions.

d. After a *claim*

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

The termination must take place no later than one month after the payment of the compensation. The termination shall take effect after the expiry of a period of two 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 one month.

You can terminate the contract if it has been suspended due to a confiscation by the government in the ownership or rental of the *covered car*.

e. Replacement of *car* or the reactivation of the suspended contract

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

f. Combination Policy

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

Article 21: Termination by the heirs or legatee

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

Article 22: Cancellation options for the *insured*

a. Before the start of the contract

We may terminate the contract if a period of more than one year elapses between the date of its conclusion and its entry into force. Notice of termination must be given at least two months before the commencement date of the contract.

Termination shall take effect on the commencement 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 two 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, Article 13 b of these policy 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 one month of settlement of the *claim*, with a notice period of two months from the day following the date of the receipt.

The cancellation after a *claim* of one or more types of cover does not give us the right to cancel these types of cover.

If you or the *insured* have not fulfilled one of their obligations arising from the *claim* with the intention of misleading us, we may terminate the contract with immediate effect for two months.

- e. Non-disclosure, false disclosure

We may terminate the contract in the event of

- o You disregard your reporting duties, in particular as set out in Section 1 of Chapter 2 of this section, towards us with the *intention of misleading us*
- o You disregard your obligation to report to us, in particular as described in Section 1 of Chapter 2 of this section, so that, had we known the true state of affairs, we would not have provided insurance.

- f. Technical requirements of the *car*

We may cancel the contract if:

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

- g. New legal provisions.

The *insurer* may terminate the contract if it proves that it would not under any circumstances have insured the risk as it results from the amendment of the insurance terms and conditions by a decision of the government referred to in **Article 16, c** of these conditions.

- h. Confiscation by the government

We may terminate the contract if it has been suspended due to a seizure by the government of the *covered car*.

- i. Bankruptcy of the *policyholder*

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

- j. Death of the *policyholder*

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

- k. Replacement of *car* or the reactivation of the suspended contract

Article 23: 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 during the three months before that due date, the contract shall end on the next due date.

The unused premium portion shall be reimbursed within a period of 30 days from the final due date.

CHAPTER 3 – CLAIMS

Article 24: Declaration of a *claim*

- a. Time limit for notification

Each *claim* must be reported as soon as is reasonably possible as described in Section 2, 10. This obligation is the responsibility of all *insured parties*.

- b. Content of the declaration

The claim report must, as far as possible, state the causes, circumstances and likely consequences of the *damage*, as well as the surname, forename and address of the witnesses and *injured parties* (if applicable). As far as is possible, the form we provide will be used.

- c. Additional notifications

Insured parties must provide any useful information and documents requested. 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.

Article 25: Recognition 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 admission of facts or the provision of initial financial or medical assistance by the *insured* may not constitute grounds for refusal of cover by *us*.

Article 26: Performance of the insurer in the event of a claim

- a. Claims

The *insurer* shall pay the compensation due in the principal amount according to the provisions of the contract.

The *insurer* shall pay, even in excess of the limits of compensation, 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 it or with its 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*.

b. Claim limit

For damage arising to people, the claim limit is EUR 7,500,000 per event. The claim limit for damage to property is EUR 2,500,000 per event. These amounts are index-linked.

c. 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.

d. Notification of claim settlement

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

e. Subrogation

If we have paid out, any claims of the *insured* against liable third parties will be transferred to *us* by way of subrogation. The *insured* must refrain from acts prejudicial to *our* rights in relation to third parties.

Article 27: Criminal proceedings

a. Line 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 the amount of the amounts demanded by the *injured party*, without prejudice to **Article 26** of these conditions with regard to civil law interests.

The *insured person* 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 appeal against a conviction, we will inform the *insured* in good time. The *insured* decides at his own risk whether to follow the legal remedy we have instigated.

c. Fines, amicable settlements and costs

Fines, amicable settlements in criminal cases and court costs in criminal cases, without prejudice to Article 26, a, second paragraph, shall not be borne by the *insurer* unless they are covered by the terms and

conditions of cover.

CHAPTER 4 – STATEMENT OF THE CLAIMS THAT HAVE BEEN MADE

Article 28: Obligation of the *insurer*

Within fifteen days (15) of your request and at the end of the contract, we will make a statement to the latter concerning the *claims* that have been made, stating the information provided by the laws and regulations.

CHAPTER 5 – COMMUNICATIONS

Article 29: 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*.

3.2 PROVISIONS APPLICABLE TO THE TPL COVER

CHAPTER 1 – THE COVERAGE

Artikel 30: Purpose of the insurance

With this contract, the *insurer* covers, in accordance with the aforementioned Motor Insurance Liability Act (WAM) or, as the case may be, the applicable foreign legislation and in accordance with the provisions of this contract, the legal liability of the *insured parties* arising from an accident caused by the *insured car*.

Article 31: Territorial coverage

Coverage is provided for a *claim* occurring in any country for which cover is provided under the Scheme. Cover is granted for *damage* that occurred on the public road or on public or private property.

Article 32: *Claims* abroad

Where the *claim* occurred outside Dutch territory, the cover provided by the *insurer* shall be that provided for by the compulsory motor insurance legislation of the State in whose territory the *claim* has occurred.

Article 33: *Insured* persons

Third-party liability is covered:

- a. of the *policyholder*;
- b. of the owner, of each holder, of each driver of the *covered car* and of each person being transported;

- c. of the owner, of each holder, of each driver and of each person travelling in an *insured car* referred to in **Articles 6 and 7** under the conditions laid down therein;
- d. of the person legally responsible for the aforementioned persons.

Article 34: Excluded persons

The following 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*.

Article 35: Damage excluded from compensation

- a. The *insured car*

The damage to the *insured car* is excluded.

- b. The goods transported

Damage to goods that are transported by the *insured car* 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 car*, 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. Licensed competitions

The damage resulting from the participation of the *insured car* in speed, regularity or agility races or competitions licensed by the government 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 car*

The damage caused by persons who, through theft, violence or foul play of the *insured car* have gained control of the car is excluded.

- g. Molestation

Molestation is understood to mean:

- Domestic disturbances: are acts of violence, which have been more or less organised, at various locations within a state;
- riot: a more or less organised local violent movement directed against public authorities;

- 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;
- 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;
- insurrection: organised violent resistance within a State directed against the public authorities;
- mutiny: any movement, more or less organised, of violence by members of the armed forces against the authority vested in them.

h. Terrorism

Damages, claims and/or circumstances arising from or related to *terrorism* as described in these Policy Conditions.

CHAPTER 2 – THE INSURER'S RIGHT OF RECOURSE

According to the WAM, the *insurer* is in many cases obliged to compensate the damage for which the *insured* and/or the *policyholder* is/are liable. The *insurer* can pay these damages 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 36: 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 **Article 13** of these 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 37: Redress against the *insured*

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

- a. if it can be proved that he/she intentionally caused the *claim*, for the total amount of its net expenditure;
- b. if proven that he/she 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, as referred to in section 8 of the Road Traffic Act 1994;
 - driving 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;
- c. if it can be proved that the *insured* has caused the *claim* and/or is the perpetrator or accomplice of the crime of misuse of trust, fraud or embezzlement with regard to the use of the *car*;
- d. to the extent that the *insurer* proves that it has suffered damage if the *insured* has not performed a certain act 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 38: Recourse against the *policyholder* and the *insured*

a. Narrative 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 a *policyholder*:

- if, at the time of the *claim*, the *covered car*, which is subject to Dutch legislation with regard to technical inspection (testing), 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 state of the motor car and the *damage*;
- if the *damage* occurs during the participation of the *insured* motor car in a speed, efficiency or agility test or race, which has not been authorised by the authorities. This recourse can only be applied insofar as the *insurer* proves that there is a causal link between participation in such a trip or race and the *damage*;
- 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*;
- where the *damage* occurs while the persons transported are occupying seats contrary to the regulatory or contractual provisions, except for exceeding the maximum number of passengers allowed, recourse shall be had for the total expenditure relating to those persons transported. This remedy can only be applied insofar as the *insurer* proves that there is a causal link between taking a non-standard place in the *car* and the *claim*.

b. Redress 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 car* is driven:

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

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

There is no right of redress 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 case

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 39: Recovery from the perpetrator or the liable person

We have a right of redress 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 **Article 5** of these terms and conditions.

Article 40: 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.

3.3 PROVISIONS APPLICABLE TO THE ADDITIONAL COVERAGES

CHAPTER 1 – THE COVERAGE

Article 41: Temporary replacement car

The coverage extends to the use of a temporary replacement car 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 motor car

Temporary replacement motor car means:

- the *car* belonging to a third party other than the *covered car*;
- 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 *covered car* shall not be regarded as third parties as referred to in this paragraph. If the temporary *car* belongs to them, the cover does not extend to this *car*;

- The *car* replaces the *covered car* temporarily, if the *covered car* is permanently or temporarily unusable, due to maintenance, modifications, repairs, technical inspection or total technical loss. The temporary *car* is comparable to the *covered car* and is intended for the same use.
- Where the *motor car described* is a two- or three-wheeled car, the cover can in no case apply to a motor car with four or more wheels.

b. *Insured* persons

In their capacity as driver, holder or passenger of the replacement *car*, or of the civil liability of the driver, holder or passenger, the civil liability of:

- the owner of the *covered car*;
- the *policyholder* and, where the *policyholder* is a legal person, the authorised driver of the *covered car*;
- all persons who live with the aforementioned *insured parties*, including those who stay outside *your* main residence or the owner for study reasons, for example if they live in student accommodation;
- any person whose name is mentioned in the contract.

c. Entry into force and duration of cover

This cover shall take effect when the *covered car* can no longer be used and shall end when the replacement *car* has been returned to the owner or to a person designated by the owner.

The cover is never valid for more than 30 days.

Article 42: Towing of a *motor car*

In the event that a *car* tows another *car*, the TPL cover of the towing *car* extends to the towed *car*: damage caused by the towed *car* is then covered. However, damage to the towed *car* is not covered under this cover.

Article 43: Cleaning and repairing the interior lining of the *insured car*

The *insurer* shall reimburse the costs incurred by the *insured* for the cleaning and repair of the interior of the *insured car* if these costs arise from the free transport of persons injured in a traffic accident.

Article 44: Territorial coverage

Such additional cover shall be provided in accordance with **Article 31** of these Conditions.

Article 45: *Claims* abroad

Such additional cover shall be provided in accordance with **Article 32** of these Conditions.

Article 46: Exclusions

The exclusions referred to in **Articles 34 and 35** of these Conditions shall apply to this additional coverage.

CHAPTER 2 – THE INSURER'S RIGHT OF *RECOURSE*

Article 47: Redress and own risk

The right of recourse of the *insurer* referred to in **Articles 36 to 40** of these terms and conditions, and the application of the excess referred to in **Article 40**, shall apply.

Section 4: Limited Comprehensive/Comprehensive

CHAPTER 1 – DEFINITIONS

Article 1: Definitions

The terms are listed under Section 1 "Definitions" above. Certain terms may be interpreted differently depending on the type of cover (either Third Party, Limited Comprehensive, Comprehensive and "InsureMyTesla" coverage) that *you* have chosen. If this is the case, it is indicated in the relevant section.

CHAPTER 2 – LIMITED COMPREHENSIVE

This cover is only provided if this is expressly stated on the Policy Scheme.

Under no circumstances will the *insurer* be obliged to reimburse fees other than those expressly provided for in this contract.

Article 2: Coverage

"Limited Comprehensive" includes coverage for Fire, Theft, Window Damage, Natural Forces and Animal Collisions.

Article 3: Fire cover

a. Scope of coverage

The *insurer* covers the *covered car* 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 *covered car*;
- materials or objects transported in the motor car intended for domestic use;
- Fire damage as described in point a to the *car* caused by thieves, taking into account the cover provided in Article 4 of this chapter.

Article 4: Cover for theft

a. Scope of coverage

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

b. Compensation period

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

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

- to get the *car* back for a refund of the fee received. In that case, any repair costs of the *car*, within the limits of the coverage, shall remain the responsibility of the *insurer*;
- or hand over the *car* to the *insurer* and retain the reimbursement granted.

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

- c. The *insurer* does not cover the *covered car* and its accessories in the following cases:
- 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 *car* or its keys;
 - Theft or damage resulting from this theft or attempted theft when it results from:
 - loss of a car key;
 - leaving or forgetting a car key in or on the *car*;
 - the non-activation or non-functioning of the anti-theft or car locking systems, unless the *car* is parked in a locked private garage;
 - Acts of *vandalism*;
 - Breach of trust and its consequences.

Article 5: Cover for windscreen damage

a. Scope of coverage

The *insurer* covers the *insured car*, 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:

- 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;
- 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;
- The labour costs for repairing or removing broken windows and fitting new ones;
- The price of new mounting gaskets if they are necessary for the installation of the new windows.
- The costs provided for in the "InsureMyTesla" extension "Glass Cover Plus" mentioned in **Article 20** below if this is mentioned in the chosen plan in the Policy Scheme.

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

b. What is not insured:

- Breakage of the rear window forming an integral part of the hood of a "cabriolet" type car;
- The exclusions referred to in **Article 8** of this chapter shall also apply.

Article 6: Cover for forces of nature and collisions with animals

a. Scope of coverage

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

- Rock slides, stone chips, landslide, avalanche, snow drift, storm, hail, flood, hurricane, tornado, cyclone, earthquake, volcanic eruption and tidal wave;
 - Unexpected contact with an animal on the outside of the *car*, for example, in the event of a collision;
 - Damage caused to the engine compartment of the *car* as a result of continuous scratching or biting by an animal that has entered it.
- b. What is not insured:
- Flood damage as a result of a broken pipe at the place where the *insured car* is located;
 - Damage caused by an accident resulting from contact with an animal or a force of nature;
 - The exclusions listed under Article 8 of this chapter 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 car* to the repairer and for the dismantling required by the operator, all up to a maximum of EUR 1,250.00, excluding VAT.

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

Article 8: Exclusions applicable to the coverage for windscreen damage, force of nature and collision with animals

What is not insured:

- a. Damage caused after theft or attempted theft;
- b. Damage caused by a fire;
- c. Damage caused to parts of the *insured car* as a result of wear and tear, structural or material defects or otherwise due to apparently poor maintenance on these parts or due to the use of the *covered car* not in accordance with the manufacturer's instructions;
- d. Damage caused by the objects transported, their loading or unloading or as a result of the weight of the load transported by the *insured car*;
- e. Damage incurred during the *leasing* of the *insured car*;
- f. 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;
- g. If, at the time of the accident, the *insured car*, 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 *car* and the occurrence of the *claim*;
- h. Damage caused to the *insured car* 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 car;
- i. 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.

In the cases mentioned in paragraphs 8 and 9, the cover for both the *policyholder* and the owner of the *insured car* 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 *car* against the driver of the *insured car* who is responsible for the damage, up to all or part of the compensation that the *insurer* will have paid.

CHAPTER 3 – COVERAGE

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

Under no circumstances will the *insurer* be obliged to reimburse fees other than those expressly provided for in this contract.

Article 9: Coverage

The "Comprehensive" insurance includes the following coverages: Fire, Theft, Window Damage, Natural Forces and Animal Collisions and Property Damage.

Article 10: Cover in case of fire

a. Scope of coverage

The *insurer* covers the *covered car* 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 *covered car*;
- materials or objects transported in the motor car intended for domestic use;
- Fire damage as described in point a to the *car* caused by thieves, taking into account the cover provided in article 11 of this chapter.

Article 11: Cover for theft

a. Scope of coverage

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

b. Compensation period

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

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

- to get the *car* back for a refund of the fee received. In that case, any repair costs of the *car*, within the limits of the coverage, shall remain the responsibility of the *insurer*;
 - or hand over the *car* to the *insurer* and retain the reimbursement granted.
The same applies if there is a theft of covered *accessories* in the sense of this contract.
- c. The *insurer* does not cover the *covered car* and its accessories in the following cases:
- 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*, the *insured* or persons with whom they systematically or occasionally live together; persons to whom the *insured* has entrusted the *car* or its keys;
 - Theft or damage resulting from this theft or attempted theft when it results from:
 - loss of a car key;
 - leaving or forgetting a car key in or on the *car*;
 - the non-activation or non-functioning of the anti-theft or car locking systems, unless the *car* is parked in a locked private garage;
 - Acts of *vandalism*;
 - Breach of trust and its consequences.

Article 12: Cover for windscreen damage

a. Scope of coverage

The *insurer* covers the *insured car*, 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:

- 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;
- 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;
- The labour costs for repairing or removing broken windows and fitting new ones;
- The price of new mounting gaskets if they are necessary for the installation of the new windows.
- The costs provided for in the "InsureMyTesla" coverage "Glass Cover Plus" mentioned in **Article 20** below if this is mentioned in the chosen plan in the Policy Scheme.

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

b. What is not insured:

- Breakage of the rear window forming an integral part of the bonnet of a *car* of the "cabriolet" type;
- The exclusions mentioned in **Article 16** of this chapter also apply.

Article 13: Cover for forces of nature and collision with animals

a. Scope of coverage

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

- Rock slides, stone chips, landslide, avalanche, snow drift, storm, hail, flood, hurricane, tornado, cyclone, earthquake, volcanic eruption and tidal wave;
 - Unexpected contact with an animal on the outside of the *car*, for example, in the event of a collision;
 - Damage caused to the engine compartment of the *car* as a result of continuous scratching or biting by an animal that has entered it.
- b. What is not insured:
- Flood damage as a result of a broken pipe at the place where the *insured car* is located;
 - Damage caused by an accident resulting from contact with an animal or a force of nature;
 - The exclusions mentioned in **Article 16** of this chapter also apply.

Article 14: Material damage

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

This cover also includes insurance:

- a. Damage as a result of *vandalism*;
- b. Tyre 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 trans-shipment by rail, sea or air, and during loading or unloading operations;
- d. Up to a maximum of Euro 250 exclusive of VAT if the damage is the result of voluntary transport of an injured person as a result of a traffic accident:
 - reimbursement of the costs incurred for cleaning or repairing the interior fittings of the *insured car*;
 - damage to the clothing of the *insured*

The exclusions mentioned in **Article 16** of this chapter also apply.

Article 15: 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 car* to the repairer and for the dismantling required by the operator, all up to a maximum of EUR 1,250.00, excluding VAT.

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

Article 16: Exclusions applicable to the coverages of Windscreen Damage, Forces of Nature, Collision with Animals and Property Damage

What is not insured:

- a. Damage caused after theft or attempted theft;
- b. Damage caused by a fire;

- c. Damage caused to parts of the *insured car* as a result of wear and tear, structural or material defects or otherwise due to apparently poor maintenance on these parts or due to the use of the *covered car* not in accordance with the manufacturer's instructions;
- d. Damage caused by the objects transported, their loading or unloading or as a result of the weight of the load transported by the *insured car*;
- e. Damage to tyres, unless it occurs in combination with other covered damage or in the case of *vandalism* and with the exception of the provisions provided for in the "InsureMyTesla coverage" "Damage to tyres" referred to in **Article 22**, as well as when it is stated as covered in the plan chosen in the Policy Scheme;
- f. Damage occurring during the lease of the *insured car*;
- g. 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;
- h. If, at the time of the accident, the *insured car*, which is subject to Dutch legislation and regulations on technical inspections, does not comply with these relevant rules and is put on the road outside the permitted area. This lack of cover can only be invoked if the *insurer* proves that there is a causal link between the condition of the *car* and the occurrence of the *claim*; Damage caused to the *insured car* if, at the time of the *claim*, is driven by a person who does not meet the conditions set by Dutch laws and regulations to be allowed to drive that car. For example, by a person who has not reached the required minimum age, by a person who does not hold a driving licence or by a person who has been disqualified from driving;
- i. 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.

In the cases mentioned in paragraphs 9 and 10, the cover for both the *policyholder* and the owner of the *insured car* 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 *car* against the driver of the *insured car* who is responsible for the damage, up to all or part of the compensation that the *insurer* will have paid.

CHAPTER 4 – INSURE MY TESLA COVERAGE

The coverage, the details of which are described below, are only granted if expressly stated in the Policy Scheme within the framework of the plan chosen by *you*.

Under no circumstances will the *insurer* be obliged to reimburse fees other than those expressly provided for in this contract.

Article 17: Battery coverage

Damage to the high-voltage battery of the *insured car* is insured, unless the cause is not covered by your policy.

Damage related to the operation and wear of the battery as well as loss of capacity are excluded. _____

If the high voltage battery is damaged and can be repaired, the repair is covered if done by an authorised Tesla repairer.

If the damaged high-voltage battery cannot be repaired or if this cannot be done in an economically viable way, the replacement of the high-voltage battery is covered. A repair is not considered economically viable if the cost of the repair is higher than the cost of an equivalent replacement high-voltage battery.

If the *insured car* is less than 2 years old, starting from the date on which the *car* was first put into circulation, the high-voltage battery will be replaced by a new high-voltage battery of the same size.

If compensation is requested instead of a replacement, the *insurer* takes possession of the damaged high-voltage battery and the compensation is calculated on the basis of the value of a new high-voltage battery at the time of the event and of the same size as the *insured car* was originally delivered.

If a replacement is required and the *insured car* is older than 2 years from the date on which the *car* was first put into service, the *insurer* reserves the right to replace the damaged battery with a high-voltage battery of the same size that has been refurbished by Tesla or a third party recognised by Tesla.

If compensation is requested instead of a replacement, the *insurer* will take possession of the damaged high-voltage battery and the fee will be calculated on the basis of the value of a high-voltage battery renovated by Tesla at the time of the incident and of the same size as the *insured car* was originally delivered.

Article 18: Key replacement

In the event of loss of the car keys after burglary or theft, as well as in the event of ordinary loss, the *insurer* will reimburse the costs of key replacement and lock change, including reprogramming of the immobiliser system.

There is no cover if the key is stolen from the *insured car*.

This insurance coverage is limited to 300 euros for each *claim* in the first risk, which means that in case of damage, the maximum compensation is limited to the above-mentioned amount.

Article 19: Replacement cost reimbursement

The plan you have chosen determines the payment of the insurance in the event of a *total loss* (as defined below). There are three plans to choose from.

"Essential" plan

In the event of *total loss*, you will receive the *actual value* of the *insured car*.

"Preferred" plan

The reimbursement in the first year is equal to 100% of the *insured value*. As of the second year of insurance, the compensation will be the *actual value* of the *insured car*.

In the case of a second-hand *car*, i.e. if you are not the first owner of the *car*, or if the *car* was insured elsewhere before taking out this insurance, compensation at new-for-old value shall only be obtained for the period remaining between the first date on which the *car* was first put into circulation and the end of the one-year period from that first date on which the *car* was first put into circulation.

If the *car* is older than 1 year from this first date on which the *car* was first put into circulation, from the

second year onwards, compensation is paid in accordance with the stipulations. The compensation is then calculated on the basis of the *actual value* of the *insured car*.

"Complete" plan

The reimbursement in the first two years is equal to 100% of the *insured value*. From the third year of insurance onwards, the compensation shall be the *actual value* of the *insured car*.

In the case of a second-hand *car*, i.e. if *you* are not the first owner of the *car*, or if the *car* was insured elsewhere before taking out this insurance, compensation at new value is only obtained for the period remaining between the date of the first entry into service of the *car* and the end of the period of 2 years from this first entry into service of the *car*.

If the *car* is older than 2 years from the date on which the *car* was first put into circulation, from the third year onwards, compensation is paid in accordance with the stipulations. The compensation is then calculated on the basis of the *actual value* of the *insured car*.

If the calculated compensation is higher than the actual purchase price, you will be paid the latter, but not less than the current market value. Value increases that occur after the purchase will not be reimbursed. The reimbursement is subject to the application of the excess mentioned in the plan you have chosen and included in your Policy Scheme.

Wreck

The compensation shall be reduced by the value of the wreck or the unrepaired *car*, including equipment and accessories, if these remain in the owner's possession.

If the wreck has been entrusted to the *insurer* by means of a written deed of sale, no reduction shall be recognised.

The *insurer* is not obliged to take back the wreck.

Article 20: Glass Cover Plus

In addition to the window damage cover, damage to parts of the *insured car* is also covered by glass or glass replacement materials.

However, damage to the car mirror is only insured if the bracket is also damaged, and replacement with the same part is necessary.

The lights are also insured if they are destroyed during windscreen damage.

No compensation is paid if the replacement or repair is not carried out or if the cost of replacing the glass is equal to or greater than the current value of the *car*.

Article 21: Tesla charging equipment

Insured object

The insurance covers the charging equipment/wallbox(s) for electric or hybrid *cars* belonging to the *policyholder* or to the defined usual driver, which are installed at their home.

Insured risks

The insurance covers damage to loading equipment/wallboxes that occurs suddenly and unexpectedly and

is the result of the following events:

- Unintentional handling error resulting in internal malfunction;
- malicious acts/*vandalism* by third parties;
- theft;
- bites and subsequent damage caused by martens and rodents;
- damage caused by current action, including short circuits, overvoltages or floods;
- overloading;
- effects of foreign objects.
- The charging equipment/wallbox(es) is/are insured up to EUR 5,000.00.

Uninsured risks

The general exclusions of the general insurance conditions provided for in Article 23 below shall apply.

In addition, the insurance does not cover:

- 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;
- direct and indirect damage caused by heat problems, in particular by excessive temperatures, poor cooling or other overheating;
- damage resulting from faults in material, workmanship or construction, as well as damage or defects of any kind existing prior to the conclusion of the contract;
- damage caused by fire, lightning, explosions and short-circuits, surcharges, overflows or overloads;
- damage directly caused by natural forces, such as storm (wind speed of at least 75 km/h), hail, avalanche, snow pressure, damage by falling rocks, stones and masses of earth (landslide), high water, floods; this list is comprehensive;
- all damage caused to the building to which the charging equipment/wallbox(es) is permanently affixed, as well as all damage to persons and cars arising from the operation and use of the charging station.

Article 22: Damage to tyres

You are not covered for tyre damage if you use the "**Essential**" plan and the "**Preferred**" plan.

Under the "**Complete**" plan, damage is insured to the tires attached to the *insured car* caused by nails, screws, curbs, broken glass or other sharp objects, as well as damage caused by intent or *vandalism*.

The compensation is limited to Euro 600 per tyre per *claim*. The tyres are reimbursed at the net price (excluding commercial discounts).

The following services are covered:

- the replacement of the damaged tyre up to the new value, but not exceeding the limit of the agreed remuneration per tyre;
- the cost of replacing the second tyre on the same axle, if this is technically necessary;
- assembly within the limits of the agreed remuneration per tyre.
- The insurance does not cover damage to tyres caused by the following:
 - incorrect frame adjustment;
 - wrong air pressure according to the recommendations and operating instructions of the *car* or tyre manufacturer.

Consequential costs, e.g. for damage to the rims, which are a direct consequence of the damage to the tyres, are not insured.

If the tyre can be repaired, the repair costs will be reimbursed instead of the replacement costs if they are lower than the replacement costs.

No compensation will be paid if the remaining tread of the tyre was less than 3 millimetres.

CHAPTER 5 – EXCLUSIONS

Article 23: Exclusions

The various *claims* below are in no way covered by the "Limited Comprehensive", "Comprehensive" and "InsureMyTesla" coverages:

- a. *Claims* in the case of an *additional driver* who was not registered in the insurance contract;
- b. *Damage* cases that *we* determine have been caused intentionally by the *insured person*;
- c. *Claims* arising directly or indirectly from a phenomenon of modification of the atomic nucleus or of radioactivity;
- d. *Claims* arising from the *insured's* participation in war or civil unrest;
- e. *Claims* which arise while the cover is suspended due to non-payment of the premium under the conditions provided for in Article 14 of section 3 "Third Party Insurance" of these Terms and Conditions;
- f. *Damage* resulting from *terrorism*;
- g. *Damage* to the Fire, Theft and Material Damage cover resulting from the temporary replacement motor car as stated in the definition of the *insured car*.

CHAPTER 6 – COMMON PROVISIONS

Article 24: Territorial coverage

The cover is granted for a *claim* that occurs in each country for which the cover is granted according to the *International Insurance Certificate* (formerly Green Card).

This cover applies to *damage* occurring on public roads or on public or private land.

Article 25: Information to be provided by the *policyholder* when concluding the contract

Article 2 of Section 3 "TPL" of these Terms and Conditions shall apply.

Article 26: Information to be provided by the *policyholder* in the course of the contract

Article 3 of Section 3 "TPL" of these terms and conditions shall apply.

Article 27: Duration – Premium – Amendments to the insurance terms and conditions and to the premium

Articles 10 to 17 of Section 3 "TPL" of these Terms and Conditions shall apply.

Article 28: Suspension of the contract

Article 18 of Section 3 "TPL" of these Terms and Conditions shall apply.

Article 29: Termination of the contract

Articles 19 to 23 of Section "TPL" of these Terms and Conditions shall apply.

The covers "Limited Comprehensive" and "Comprehensive" are also subject to the regulation of Article 22 of Section 3 "Third-Party Insurance" of these conditions, with the sole exception that the *insurer* may cancel one or more of the covers under "Limited Comprehensive" or "Comprehensive" after any *claim* with these covers, irrespective of whether the *insured* is liable or not.

Article 30: Communications

Article 29 of Section 3 "TPL" of these Terms and Conditions shall apply.

Article 31: *Insured* value

The *insured* value is the value used as the basis for calculating premiums and reimbursements.

With the exception of the cases provided for in Article 19 of Chapter 4 "InsureMyTesla Coverage" of the section "Limited Comprehensive/Comprehensive", the said *insured* value for both "Limited Comprehensive" and "Comprehensive" is composed of:

- the catalogue value of the *covered car* at the time of its first use, 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: Excess

The excess is specified in the Policy Scheme. This excess applies to each damage reported and paid for.

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

Article 33: *Claims*

Submission of a *claim*

Any damage must be reported in writing to the *insurer* as soon as reasonably possible after it has arisen.

The declaration of the *claim* must indicate, as far as possible, the causes, circumstances, any third parties involved and the likely consequences of the *claim*.

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

You must provide us without delay with all useful information and documents requested in this context.

Reporting the incident

In the event of theft, *you* are obliged to make a report to the competent judicial or police authorities as soon as possible, but in any case, within 24 hours of discovering the facts, unless this is not reasonably possible.

Repairs

If the damage to the *insured car* is repairable due to an insured loss, the *insurer* shall reimburse the repair costs, including non-deductible VAT, provided that the *insured* has actually and definitively borne this tax.

Emergency repairs

Before any repair work, *you* must provide the *insurer* with the estimated cost so that the latter can decide what action to take.

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 Euro 600, excluding VAT, and that justification for the expenditure is provided by means of a detailed invoice.

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

Total loss

In the event of *total loss*, *we* may sell the wreckage. The payment of the *total loss* compensation is subject to the prior delivery of all boarding documents, keys, coded cards and other of the *insured car*.

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 value is:

- in the event that the plan chosen and mentioned in the Policy Scheme includes the "Replacement Cost Compensation", calculated in accordance with the provisions of Article 19 of the section entitled "Limited Comprehensive/Comprehensive"
- in all other cases, equal to the *actual value* of the *insured car* at the time of the *claim*.

The compensation is supplemented by the part of the VAT which cannot be legally reclaimed by the owner of the *car*, on the basis of the VAT rate in force at the time of the accident, without exceeding the amount of VAT actually paid when purchasing the *insured car*.

If, at the time of the *claim*, the VAT rate that *you* can obtain back differs from the rate that he 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*.

Expert review

The *insurer* may have the damage assessed by an expert of its choice, whose costs and fees it will bear.

In the event of disagreement about the amount of the damage determined by the *insurer*, 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. They will determine what the damage is. All parties must then abide by this.

In the event of disagreement between them, they shall appoint a third, with whom they shall form a body which shall decide by majority vote.

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.

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 pursuant to Article 31 of this Chapter shall give rise to the application of the proportionality rule.

Subrogation

If we have paid an advance payment or reimbursement of legal costs, any claims by the *insured* against liable third parties shall pass to *us* by way of subrogation.

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

Section 5: (Roadside) Assistance Insurance

This coverage only applies to customers who have opted for the "Preferred" or "Complete" plan.

Under no circumstances will the *insurer* be obliged to reimburse fees other than those expressly provided for in this contract.

Article 34: (Breakdown) Assistance

The (Roadside) Assistance cover includes cover for roadside assistance and is subject to the conditions below.

Is insured:

If a *car* breaks down due to a technical defect, a driver error or an accident in the Netherlands or in one of the countries covered during the period of coverage, *our* partner will provide you with (breakdown)assistance.

This is done by a first call to *our* contact centre (in the country of purchase of the product, i.e. the customer's home market) at a telephone number set up for this purpose to

- a. determine the identification of the *policyholder*;
- b. validate the right to cover;
- c. establish the circumstances of the incident; and
- d. deploy (breakdown) services via patrol or an authorised subcontractor for either:
 - o The repair of the *car* at the roadside if repair is possible within a reasonable time; or
 - o If *we* cannot permanently repair the *car* at the roadside (within a reasonable time), *we* will transport the *car* to the nearest *Tesla Official Service Centre*, depending on the location, as determined by *us* ;
 - o If the *car* has a flat tyre and a replacement wheel is available, it will be installed so that the driver can find a local tyre centre to carry out a replacement. If there is no spare tyre available, the *car* will be transported to the nearest tyre centre as identified by *us* for a replacement. All costs in connection with the replacement of tyres shall be borne by the *insured* unless the InsureMyTesla coverage has been chosen in the Policy Scheme.
 - o If a *car* is not sufficiently charged to complete a journey that has been started, the *car* will be transported to a local charging point determined by *us*. The costs for charging the *car* are borne by the driver.
 - o If the *car* has been immobilised due to a driver error, for example, if the keys are left in the locked *car*, *we* will try to gain access to the *car*. If this is not possible, the *car* will be taken to the nearest *Tesla Official Service Centre*, based on the geographic location determined by *us*.
 - o If the *car* is involved in a traffic accident, *we will* transport the *car* to the nearest *Tesla Official Service Centre*, based on the geographical location determined by *us*.
 - o If the incident occurs in a country where there is no *Tesla Official Service Centre* and the *car* needs to be collected, the *car* will be returned to the original market or to the most available *Tesla Official Service Centre*, as determined by *us*. The costs are covered up to a maximum of EUR 500.
 - o If *we* transport the defective or damaged *car* to a *Tesla Official Service Centre*, *we* will either:
 - Provide a taxi for the driver and a maximum of 4 passengers of the defective/damaged *car* to the driver's home, or a destination of their choice up to a maximum of 100 kilometres from the breakdown;
 - Or, if the driver chooses to arrange their own transport, *we* will reimburse the price of the driver's

taxi fare to a destination up to 100 kilometres from the breakdown, provided this has been agreed in advance with us,

To request a refund of the taxi fare, the customer must send us the taxi fare invoice to the address determined beforehand.

Not covered:

- a. Transport that is not organised by the service provider's patrol or the subcontractor's handling of the breakdown/failure;
- b. The cost of parts we need to repair the car is not covered by this Article. If the patrol or subcontractor has the necessary parts, the driver can purchase them from us at an additional cost. The parts are to be paid in full at the time of the breakdown/defect and before the start of the repair. We will not install parts that have been purchased from a third party.
- c. Any malfunction/breakdown resulting from a defect for which we have previously covered repair for that defect; and either:
 - o we reasonably believe that the original error has not been properly corrected by a party other than the repairer appointed by us; or
 - o we informed the driver that we had only fixed the defect temporarily and that further repairs were necessary and that the subsequent breakdown/failure was at least partly due to the failure to carry out those other repairs.
- d. Baggage and freight: in the case of cars transporting animals, goods being transported commercially or perishable foodstuffs, towing can only take place in an unladen state. The costs of transporting the luggage and the resulting cargo are not covered in these cases.
- e. Discharging high voltage batteries where the failure is due to improper, inadequate or unsuitable charging. Defective charging equipment in an authorised charging facility is exempt from this exclusion.
- f. Repatriation from abroad to the country of origin is excluded, unless the breakdown occurs in a country where there is no *Tesla Official Service Centre*. The service will meet the above conditions.
- g. Any accommodation that may be required due to the location of the car incident is the responsibility of the customer. This includes the reservation and the associated costs.

Article 35: Repair assistance

Is insured:

If we are unable to repair the car on the spot (on the road) within a reasonable period of time, in accordance with the above conditions for (breakdown) assistance, we will transport the car, and if possible, the driver and a maximum of four passengers, to the nearest *Tesla Official Service Centre*, depending on the geographical location determined by us and in accordance with the above-mentioned conditions.

If we transport the defective or damaged car to a *Tesla Official Service Centre*, we will either:

- a. Provide a taxi for the driver and a maximum of 4 passengers of the defective/damaged car to the driver's home, or a destination of their choice up to a maximum of 100 kilometres from the breakdown;
- b. Or, if the insured chooses to arrange their own transport, we will reimburse the price of the driver's taxi fare to a destination up to 100 kilometres from the breakdown, provided this has been agreed in advance with us. To request a refund of the taxi fare, the customer must send us the taxi fare

invoice to the address determined beforehand.

Not covered:

- a. Transport that is not organised by the service provider's own patrol or the subcontractor's handling of the breakdown/failure.
- b. Roadside assistance to more than one destination, including a second repair/maintenance place when the first one could not accept the *car* due to its opening hours or other limitations;
- c. (Roadside) assistance as a result of a breakdown for which we have previously provided (Roadside) assistance cover for that breakdown/that defect and either:
 - o we, reasonably believe that the original error has not been satisfactorily corrected by a party other than us; or
 - o we informed the driver that we had only fixed the defect temporarily and that further repairs were necessary and that the subsequent malfunction/defect was at least partly due to the failure to carry out those other repairs.
- d. Any *car* that is already in a garage or other repair shop.
- e. Accommodation that may be required due to the location of the car incident. These costs shall be borne by the *insured*.
- f. Baggage and freight: in the case of *cars* transporting animals, goods being transported commercially or perishable foodstuffs, towing can only take place in an unladen state. The costs of transporting the luggage and the resulting cargo are not covered in these cases.
- g. The discharge of high voltage batteries where the failure is due to improper, inadequate or unsuitable charging. Defective charging equipment in an authorised charging facility is exempt from this exclusion.
- h. Repatriation from abroad to the country of origin is excluded, unless the incident occurs in a country where there is no *Tesla Official Service Centre*. The service will meet the above conditions.

Article 36: Home assistance and breakdown services

If a *car* breaks down at *your* home address, we offer (breakdown) assistance via a patrol or approved subcontractor for either:

- a. Repairing the *car* at home; or
- b. If we cannot permanently repair the *car* at home (within a reasonable time), we will transport the *car* to the nearest *Tesla Official Service Centre*, depending on the location, as determined by us ;
- c. If the *car* has a flat tyre and a replacement wheel is available, it will be installed so that the driver can find a local tyre centre to carry out a replacement. If there is no spare tyre available, the *car* will be transported to the nearest tyre centre for a replacement. All costs related to tyre replacement shall be borne by the driver, unless "InsureMyTesla coverage" is chosen in the Policy Scheme.
- d. If the *car* has been immobilised due to a driver error, for example, if the keys are left in the locked *car*, we will try to gain access to the *car*. If this is not possible, the *car* will be taken to the nearest *Tesla Official Service Centre*, based on the geographic location determined by us.

Not covered:

- a. Transport not organised by the service provider's patrol or the subcontractor's handling of the breakdown/failure.
- b. The cost of parts we need to repair the *car* is not covered by this Article.
If the patrol or subcontractor has the necessary parts, the driver can purchase them from *us* at an additional cost.
The parts are to be paid in full at the time of the breakdown/defect and before the start of the repair.
We will not install parts that have been purchased from a third party.
- c. (Roadside) assistance as a result of a breakdown for which we have previously provided (Roadside) assistance cover for that breakdown/that defect and either:
 - o we reasonably believe that the original error has not been satisfactorily corrected by a party other than *us*; or
 - o we informed the driver that we had only fixed the defect temporarily and that further repairs were necessary and that the subsequent malfunction/defect was at least partly due to the failure to carry out those other repairs.
- d. Baggage and freight: in the case of *cars* transporting animals, goods being transported commercially or perishable foodstuffs, towing can only take place in an unladen state. The costs of transporting the luggage and the resulting cargo are not covered in these cases.
- e. The discharge of high voltage batteries where the failure is due to improper, inadequate or unsuitable charging. Defective charging equipment in an authorised charging facility is exempt from this exclusion and therefore covered.
- f. Any accommodation that may be required due to the location of the *car* incident is the responsibility of the customer. This includes the reservation and the associated costs.

Article 37: Exclusions

- a. Transport costs of the *Tesla Official Service Centre* after completion of the services or repairs (this is the cost of transporting the *car* back to the customer's home);
- b. Provision of replacement cars (replacement and rental);
- c. Hazardous conditions; including force majeure, basic hazardous areas or conflict zones, regions or areas not under the control of local authorities;
- d. Any problem or additional requirement that may arise from customs formalities;
- e. Costs related to ferry crossings (except in the case of repatriation due to the absence of a *Tesla Official Service Centre* in the country of the incident or islands of the same country, such as the Canary Islands and the Balearic Islands, which are part of Spain), road tolls, congestion charges, special VAT rules or customs procedures;
- f. The organisation of cross-border transport to or from countries other than those covered by this contract;
- g. Damage caused by objects colliding with the *car*, damage caused by road works, unless the *car* is stationary or dangerous to drive;
- h. An empty high-voltage battery, including but not limited to having the appropriate charging equipment, as agreed in the above terms and conditions;
- i. An empty low-voltage battery due to normal wear and tear;



- j. Use of the *car* off the road, or on uneven, rough, damaged or dangerous surfaces;
- k. Damage resulting from preparation for or participation in races or competitions of speed, regularity or agility, including autocross;
- l. Extraction caused by being stuck in mud, snow, sand or any other soft surface;
- m. Misuse or poor maintenance of the *car*; Without prejudice to the coverage "Comprehensive" and "InsureMytesla coverage", *vandalism* - unless the *car* is stationary or dangerous to drive;
- n. Installation and removal of snow chains;
- o. Without prejudice to the coverage "Limited Comprehensive" and "Comprehensive", repair or replacement of a broken window;
- p. If the *car* has been used as a demonstration product or delivered by a car dealership, or used under a commercial or export licence;
- q. Fines, costs, damages or taxes related to confiscation or any other towing as a result of an actual or suspected offence.

Article 38: Countries where (roadside) assistance can be obtained

The (breakdown) assistance insurance is provided for a *claim* that has occurred in any country for which the cover is provided according to the internationally applicable *insurance certificate* (formerly the Green Card).

This cover is provided for *damage* that occurred on the public road or on public or private property.