

INSURANCE CONDITIONS MOTOR THIRD PARTY LIABILITY INSURANCE

GENERAL TERMS AND CONDITIONS LEGAL LIABILITY CONDITIONS

DEFINITIONS

ARTICLE 1 - IN THE TERMS AND CONDITIONS, THE DEFINITIONS BELOW MEAN THE FOLLOWING:

- 1.1 Insurer
Euro Insurances DAC, based in Dublin, Ireland, and regulated by the Central Bank of Ireland.
- 1.2 Policyholder
The person with whom the insurer has concluded the insurance contract and who therefore owes premiums and costs.
- 1.3 Insured
The person described as such in the conditions per type of insurance.
- 1.4 Lessor
Lessor's contractual counterparty with regard to one or multiple (lease) vehicles.
- 1.5 Lessor
The owner and/or operational manager of one or multiple insured (lease) vehicles to which the lessee has the right of use.
- 1.6 Insured vehicle
A vehicle that can be regarded as a motor vehicle within the meaning of the Motor Vehicle Liability Insurance Act (In Dutch: W.A.M.) and which is part of the vehicle fleet as described in article 1.7.
- 1.7 Vehicle fleet
The collection of insured vehicles, as described in the insurance agreement.
- 1.8 Vehicle fleet expiry date
The day on which the insurance agreement ends. Unless expressly provided otherwise, this happens annually on 31 December at 24.00.
- 1.9 Event or accident
An incident or series of related incidents because of which damage has arisen.
- 1.10 Claims handler
The person charged with settling claims from injured parties and insured persons under the insurance agreement on behalf of the insurer.

ARTICLE 2 - INSURANCE AREA

The insurance is only effective in the countries for which the insurer has issued an international insurance certificate (green card). The same applies during transport of the vehicle.

ARTICLE 3 - TERM AND END OF THE INSURANCE

- 3.1 Term of the insurance
 - 3.1.1 Initially, the insurance is taken out until the vehicle fleet expiry date. After that, the insurance will be automatically extended for a term of 12 months, unless the insurance is cancelled in time.
 - 3.1.2 For the duration of the insurance of the vehicle fleet, individual vehicles are insured from the moment of registration until the moment of deregistration as meant in article 4.
- 3.2 End of the vehicle fleet insurance
The insurance of the vehicle fleet ends when:
 - 3.2.1 Cancellation
The insurer or the policyholder has cancelled the insurance contract in writing at least two months before the vehicle fleet expiry date.
 - 3.2.2 Suspension of payment
There is a suspension of payment or bankruptcy of the policyholder. The insurance ends on the day and time of pronouncing the suspension of payment or bankruptcy.
- 3.3 End of insurance of an individual vehicle
The insurance of an individual vehicle falling under the vehicle fleet ends when:
 - 3.3.1 Abroad
The insured vehicle is customarily parked abroad unless the insurer has granted written permission to do so.
 - 3.3.2 Interest in the insured vehicle
The policyholder ceases to have an interest in the insured vehicle.
 - 3.3.3 De facto control over the insured vehicle
The insured loses de facto control over the vehicle.
 - 3.3.4 Loss of the vehicle
An insured vehicle must be considered a total loss.
- 3.3.5 Additional conditions and/or premium
A situation arises as meant in Article 4.3.

ARTICLE 4 - REGISTRATION AND DEREGISTRATION OF INSURED VEHICLES

- 4.1 Registration and deregistration
The policyholder can register vehicles that will fall under the vehicle fleet, as well as deregister vehicles that will no longer fall under the vehicle fleet.
- 4.2 Lease vehicles
In case of a leased vehicle, the lessor must take care of the registration and deregistration.
- 4.3 Additional vehicle conditions and / or premiums
Insurer reserves the right not to accept vehicles and/or to impose additional conditions or premiums. Insurer must inform the policyholder accordingly in writing within 30 days of the registration of the vehicle with the insurer. In case of non-acceptance, the insurance ends the moment this notification reaches the policyholder and/or the insured.

ARTICLE 5 - PREMIUM

- 5.1 Payment
The policyholder must pay the premium, costs, and insurance tax, in advance, no later than on the 15th day after this has been invoiced to them.
- 5.2 Set-off
In case of an intermittent registration or deregistration of one or multiple vehicles, a proportional premium will be owed c.q. refunded up to the following vehicle fleet expiry date.
- 5.3 Administration
If the lessee is the policyholder, the lessor will take care of premium administration between the policyholder and the insurer.
- 5.4 Default
If the policyholder defaults on paying or refuses to pay the amount owed within the term as described in article 5.1, there will be no coverage against any occurrences or accidents taking place after that. This will require no notice of default. Coverage will resume on the day following the day on which the insurer receives and accepts the owed amount. Events that took place during the period in which the insurer did not provide coverage, will remain excluded from coverage. In case the policyholder does not pay the owed amount within three months after it becomes due, the insurer is free to determine the date at which to cancel the insurance.
- 5.5 Collection
All collection costs following default of payment, including the judicial and extrajudicial costs, will be at the expense of the insured who enters into the default. The extrajudicial collection costs will amount to at least 15% of the owed amount, including the statutory interest.
- 5.6 End of coverage
At the end of the coverage, the policyholder will remain obliged to pay the overdue and due amounts and costs.

ARTICLE 6 - CHANGING PREMIUMS, PRICES, AND CONDITIONS

- 6.1 Change per vehicle fleet expiry date
The insurer has the right to change the premiums, prices, and conditions as they apply to the insurance agreement, per the vehicle fleet expiry date. The insurer must give the policyholder an advance notice of these changes in writing.
- 6.2 Intermediate change
If during the course of the insurance year, the insurer feels that the risk or the damage claims, or the absence of claims, gives cause to change the premiums and conditions, it has the right to do so. The changes will take effect 30 days after the written notification of the insured by the insurer.
- 6.3 Notification
If the policyholder does not agree to the changes as meant in articles 6.1 and 6.2, then the policyholder must notify the insurer accordingly by registered letter no later than 30 days after the premium due date. The insurance agreement will then end on the vehicle fleet expiry date (article 6.1) or on the date on which the changes would have taken effect (article 6.2). The possibility for the policyholder to cancel the insurance agreement does not apply when:
 - a. the change in premium and/or conditions results from legal regulations or directives,
 - b. the premium changes because of indexation
 - c. the change entails a lowering of the premium
 - d. the change pertains to an extension of the coverage

ARTICLE 7 - OBLIGATIONS IN CASE OF DAMAGE

Obligations of the insured:

- 7.1 Notification
To notify the insurer at the latest within 2 x 24 hours after any event takes place or after becoming aware of any event having taken place, in which an insured vehicle is directly or indirectly involved and from which an obligation to pay damage compensation could arise for the insurer.
- 7.2 Cooperation
To provide all information, evidence, powers of attorney, and cooperation relating to the damage or to the recovery of the damage from a third party requested by the insurer, and/or lessor, and/or claims handler, and to refrain from doing anything that could harm the insurer's interests.
- 7.3 Refrain from making promises
To refrain from any commitment or behaviour that could indicate an admission of liability.
- 7.4 Theft etc. of a vehicle
To report any theft, embezzlement, or malicious damage to (parts of) the insured vehicle to the insurer and the local police as soon as possible, and to fully cooperate in the search and recovery of the vehicle.
The policyholder agrees to the insurer reporting the vehicle details to the Vehicle Crime Insurance Agency Foundation (VbV), allowing the insurer to engage private organizations recognized by the government for the recovery and return of the vehicle.
- 7.5 Expiry of rights
The insurance does not provide cover if the policyholder and/or insured fails to comply with any one of these obligations and/or the notification obligation mentioned in article 8 of the WAM and/or fails to report the damage as quickly as is reasonably possible resulting in the interests of the insurer being harmed.
- 7.6 False statement
The insured further loses his entire entitlement to compensation in case he/she deliberately makes a false statement regarding the cause, nature, and scope of an event or accident.

ARTICLE 8 - CLAIMS SETTLEMENT LEASE VEHICLE

As long as the insured vehicle is the property of and/or is managed by a lessor, any claims settlements relating to damage to, or loss of an insured vehicle, will accrue to the lessor, in which case the insurer will also be granted discharge from liability by the policyholder.

ARTICLE 9 - EXCLUSIONS

This insurance will not provide cover in case of:

- 9.1 Intent
The occurrence or accident happened following the approval, intent, recklessness, or severe degree of fault by one of the insured.
- 9.2 Rallies
The event or accident occurred during the preparations for, or participation in, rides or rallies of speed, regularity, and agility, or any other types of races or experiments. This exclusion does not apply to treasure hunt rallies and orientation rallies that completely take place within the Netherlands and of which the duration does not exceed 24 hours. Neither does it apply to anti-slip courses and driving skills training within the Netherlands.
- 9.3 Driving under the influence
The event or accident took place while the actual driver was under the influence of alcohol or other intoxicating substance to such a degree that driving the insured vehicle was, or would have been, prohibited by law or government. Refusing a breathalyser test, blood test, or urine test, is also subject to the same abovementioned prohibition.
- 9.4 Unauthorized driver
The event or accident was caused by a driver or passenger not authorized by the policyholder or by a person representing the policyholder.
- 9.5 Other use
The event or accident was caused during any other use than that specified to the insurer or by use for another purpose than that permitted by law.
- 9.6 Rental, transportation for a fee
The event or accident was caused while the insured vehicle was being rented or used for transporting persons against payment. The transport of persons in vehicles for traveling between home and the workplace within the Netherlands while these persons contribute to the costs of that transportation (carpooling), is not considered transport against payment.
- 9.7 Unauthorized
The event or accident was caused while the actual driver of the insured vehicle:
 - a. was not in the possession of a valid license prescribed by law for the insured vehicle, or did not comply with the other regulations set regarding the driving license. A driving license that has lost its validity for no longer than 6 months solely by exceeding the legal expiry period, unless the holder of the license has reached the age of 70, is also considered a valid driving license
 - b. did not comply with the requirements set out in his driving license
 - c. has been disqualified from driving
 - d. had his or her license seized
 - e. was imposed a driving ban
- 9.8 Seizing
The event or accident was caused during the time that the insured vehicle was seized, requisitioned, or used by, or pursuant to, a decision by the Dutch government or foreign power.
- 9.9 Acts of war
The event or accident arose from or was caused by: armed conflict, civil war, rebellion, internal disturbances, rioting, or mutiny.
Armed conflict is understood to mean any occurrence in which states or parties otherwise organized, are fighting each other, or in which at least one party is fighting the other party while using military force. Armed conflict also includes armed action by a United Nations Peacekeeping Force.
Civil war is understood to mean a more or less organized violent conflict between residents of a state, involving a significant majority of residents of that state.
Rebellion is understood to mean more or less organized violent resistance against public authorities within a state.
Internal disturbances are understood to mean more or less organized violent acts, at various locations within a state.
Rioting is understood to mean a more or less organized local violent movement against public authorities.
Mutiny is understood to mean a more or less organized violent movement of members of an armed force against the authority under which they are placed.
- 9.10 Nuclear reactions and radiations
The event or accident was caused by, occurred during, or resulted from, a nuclear reaction, regardless of how it arose.
- 9.11 Leaving the location of the collision
In case the driver, if there is damage to third parties and/or the insured vehicle is no longer roadworthy, leaves the location of the collision without the insurer's permission.

ARTICLE 10 - EXPIRATION OF RIGHTS (LIMITATION PERIOD)

- 10.1 A legal claim for payment must be instituted against the insurer within three years after the day on which the policyholder and/or insured became aware of it being claimable.
- 10.2 After the insurer has taken a final position on rejecting the entitlement to payment and has informed the policyholder and/or insured of this position in writing, the claim for payment expires after a limitation period of six months. The insurer must expressly point out this limitation period to the policyholder and/or insured.

ARTICLE 11 - OBLIGATION TO INFORM THE LESSOR

The insurer will inform the lessor of any change to, or cancellation of, the insurance or coverage as soon as possible.

ARTICLE 12 - NOTIFICATIONS

- 12.1 To the insurer
Notifications to the insurer must occur to the office of the insurer.
- 12.2 To the policyholder
Notifications from the insurer or lessor to the policyholder

- 12.3 must legally occur to the address last known to the insurer.
To the insured and/or lessor
Notifications from the insurer or policyholder to the insured and/or lessor must legally be made to the address last known to the insurer.

ARTICLE 13 - CONDITIONS PER TYPE OF INSURANCE

These conditions only apply in combination with the conditions per type of insurance or type of service. In case the conditions of the respective type of insurance contain a provision, which regarding the same subject, deviates from, or is incompatible with, a provision in these conditions, the provision from the conditions of the respective type of insurance or type of service always takes precedence.

ARTICLE 14 - REPLACEMENT VEHICLE

- 14.1 Replacement vehicle during repairs etc.
In case of temporary replacement of the insured vehicle during repair or overhaul, the insurance also applies to the replacement motor vehicle under the condition that it is a similar motor vehicle, and that proof can be provided that the originally insured vehicle was not used during that period. In all other cases, one must immediately inform the insurer of the replacement. In that case, coverage will take effect upon acceptance by the insurer.
- 14.2 Predelivery motor vehicle
In case the insured vehicle is replaced because the respective motor vehicle was not available, then the insurance also applies to the replacement motor vehicle, on the condition that it is a similar motor vehicle and that it can be demonstrated that the originally insured vehicle was unavailable during that period. The premium for this period remains payable in full.
- 14.3 Concurrence of insurances
The coverage described in this article does not apply in case the damage falls under the cover of another insurance, or would fall under that cover in the absence of this insurance.

ARTICLE 15 - INSURANCE AGREEMENT

All conditions in the insurance agreement between the insurer and the policyholder can be supplemented or changed. In case the insurance agreement contains a provision, which regarding the same subject, deviates from, or is incompatible with, a provision in these conditions, the provision from the insurance agreement will take precedence.

ARTICLE 16 - INFORMATION PROVISION REGULATION (FINANCIAL SUPERVISION ACT)

- 16.1 Disputes
All disputes arising from this insurance agreement will be subjected to the decision of the competent Dutch judge. The office of Accident Management Services BV will serve as the place of residence. (see 16.4).
- 16.2 Complaints
Complaints about the insurance agreement can be put to:
Euro Insurances DAC
Ground Floor, LeasePlan House
Central Park, Leopardstown
Dublin 18, Ireland
- 16.3 Legal form and address
Euro Insurances DAC
Ground Floor, LeasePlan House
Central Park, Leopardstown
Dublin 18, Ireland.
- 16.4 Claims handlers
Accident Management Services BV (AMS)
P.O. Box 1308
1300 BH Almere
or
Broadspire
Crawford & Company (the Netherlands) B.V.
P.O. Box 626
3000 AP Rotterdam

LEGAL LIABILITY CONDITIONS

ARTICLE 1 - GENERAL TERMS AND CONDITIONS

These conditions apply if declared applicable in the insurance agreement, in addition to the general terms and conditions.

ARTICLE 2 - WAM

Ignoring what may otherwise be provided in these insurance conditions, this insurance is expected to comply with the requirements set by or pursuant to the Motor Vehicle Liability Insurance Act (hereafter referred to as W.A.M.).

ARTICLE 3 - DEFINITIONS

In the conditions, the definitions below mean the following:

- 3.1 The insured
a. the policyholder
b. the owner, the holder, the authorized driver, the persons transported by the insured vehicle
c. the lessor

e. the employer of the insured mentioned under b. and d., in case that person is liable for the damage caused by an insured, in accordance with book 6, article 170, of the Civil Code. This insurance only applies to the employer who is not also the policyholder, in case such damage is currently not covered or would have been covered by another insurance elsewhere, whether or not from a more recent date, had this insurance not existed

- 3.2 Insured vehicle
A vehicle as described in article 1.6 of the General Terms and Conditions NL 2001-VLC.
- 3.3 Insured amount
The insured amount per event as mentioned in article 4.1 of these conditions.

ARTICLE 4 - COVERAGE

- 4.1 Legal liability
The insurance covers the civil liability of the insured due to damage inflicted with or by the insured vehicle to persons and/or goods, for all the insured jointly up to a maximum of € 2,500,000 per event for material damage and up to a maximum of € 6,100,000 per event for personal injuries.
- 4.2 Cargo
The insurance also applies to damage caused, other than during loading or unloading, by items and/or animals that are on the insured vehicle, or which fall or have fallen from the insured vehicle.
- 4.3 Trailer
If the possession of a B-E driving license is required to drive the insured vehicle, a trailer/caravan is also considered an insured vehicle, even without a reference in the insurance agreement, provided that the coupler meets the legal requirements and to the extent that the respective trailer can be regarded as part of the insured vehicle in accordance with the W.A.M.
- 4.4 Damage to own vehicles
In case the insured vehicle causes damage to another motor vehicle owned or held by the insured, the insurer will reimburse the damage to that other motor vehicle, if and insofar the insurance conditions would oblige the insurer to do so had that damage been suffered by a random injured party instead of by the insured. Aforesaid will apply unless that other motor vehicle can be regarded as part of the insured vehicle in accordance with W.A.M. Not reimbursed is the depreciation of the vehicle after the repair, the costs for a replacement vehicle, and the corporate damage, if and to the extent that the insured themselves suffers these damages. The coverage described in this article does not apply if another insurance covers the damage, or would have covered the damage in the absence of this insurance.
- 4.5 Transport of injured persons
The insurer will reimburse the costs for cleaning, repairs, or replacing the interior upholstery of the insured vehicle if this has become necessary by contamination or damage caused by injured persons while these were transported free of charge.
- 4.6 Lodging a security
In case a foreign government requires the lodging of a security to lift an attachment on the insured vehicle or to release an insured for the purpose of safeguarding the rights of injured parties, the insurer will provide such security up to a maximum of € 50,000 for all the insured together. It will do so on the condition that the insured on whose behalf this occurs, is entitled to compensation from the insurer with regard to the damage. The insured are obliged to authorize the insurer to dispose of the security upon its release. They must fully cooperate in obtaining the refund.
- 4.7 Litigation costs
In excess of the insured amount, this insurance covers the payment of:
- 4.7.1 Criminal proceedings
The defence costs, granted at the request of the insurer in criminal proceedings brought against the insured.
- 4.7.2 Civil proceedings
a. the costs of defence incurred in a lawsuit brought against an insured by an injured party, under direction of the insurer, as well as the resulting legal costs which the insured is ordered to pay
b. the costs of defence incurred in a civil proceeding brought against the insurer by an injured party, as well as the resulting legal costs which the insurer is ordered to pay.
- 4.8 Statutory interest
The insurance covers the payment of the statutory interest claimed by the injured party on the part of the principal covered by the insurance. The statutory interest is included in the insurance coverage in addition to the insured amount.

ARTICLE 5 - EXCLUSIONS

In addition to the general exclusions mentioned in the General terms and conditions, this insurance does not cover:

- 5.1 Injury to the driver
The liability for damage, sustained by the driver of the insured vehicle causing the accident.
- 5.2 Insured vehicle and items

Damage caused:

- a. to the insured vehicle and/or coupled vehicle itself
b. to another vehicle being towed by the insured vehicle
c. to items, which are located inside/on top of the insured vehicle and/or which fall or fell out of/from the insured vehicle and/or coupled vehicle, including the resulting damage;
d. to items which the insured, or someone on behalf of the insured, possesses or uses by virtue of
- a rental agreement, lease agreement, hire purchase agreement, tenancy agreement or pledge agreement or usufruct (including the right of use and occupancy)
- the exercise of a (secondary) profession, the performance of manual labour other than by way of a favour, and the fulfilment of military and/or civil service
e. to items which the insured, or someone on behalf of the insured, illegally possesses or uses
f. to items owned by the insured. The provisions of article 4.4 of these conditions remain in full force
- 5.3 Unauthorized seating and/or standing place
The liability for damage due to physical injury, damage to health, or loss of life of passengers who are in or on the insured vehicle at the time of the event other than in legally permitted seats and/or standing places.
- 5.4 Contractual liability
The liability or obligation to compensate for damages incurred by the policyholder or the insured, exclusively resulting from a contractual obligation entered into by or on behalf of them.
- 5.5 Use as a tool
The liability for damage while the insured vehicle was being used as a tool, including all the resulting damage.
- 5.6 Aviation platforms
The liability for damage while the event or the accident was caused at an aviation platform.

ARTICLE 6 - CLAIMS SETTLEMENT

- 6.1 Claims of injured parties
The insurer has the right to handle the claims from injured parties at its own discretion.
- 6.2 Compensation
The insurer has the right to compensate injured parties directly for damage and to conclude a settlement with them. In case the damage compensation consists of periodic payments and the value of these payments, when taking any possible other compensation into account, exceeds the insured amount, the duration or size of these payments will be proportionally reduced.

ARTICLE 7 - RIGHT OF RECOURSE

- 7.1 Uncovered event
In case the insurer is obliged to pay compensation pursuant to the W.A.M. or similar foreign Act, without there being a covered event, the insurer has the right of recourse to the liable insured as well as the policyholder or his contracting party, regarding the compensation and costs owed by the insurer.
- 7.2 No recourse
The insurer will not exercise this right of recourse against:
- 7.2.1 Policyholder
The policyholder, if the damage was caused by someone other than the policyholder after the cover would have been terminated in accordance with article 3.3.1 of the general terms and conditions. 7.2.2 Insured in good faith
The insured, not being the policyholder, believed in good faith that his liability was covered.
- 7.3 Recourse in the event of parking or repairs and such
If, on the basis of these insurance conditions, the insurer owes compensation due to an event that occurred during the period that the insured vehicle, or part thereof, was parked against payment, was in repairs, maintenance, or any other type of treatment, the insurer reserves the right of recourse against the liable person and the person in whose employment the liable person was. These persons are emphatically not considered as the insured.
There will be no coverage if and to the extent that the liability is covered by another insurance, whether or not pre-dating this insurance, or would be covered by that other insurance in the absence of this insurance.
- 7.4 Permission from the lessor
Without the express written permission of the lessor, there will be no recourse. By not giving permission, the lessor agrees to pay for the damages.

ARTICLE 8 - DEDUCTIBLE

Unless explicitly agreed otherwise, the deductible for every third-party damage will be:
- Nil per event for passenger cars and delivery vans;
- € 250 per event for lorries (> 3.500 kg GVW).

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