

# VOLKSWAGEN PON FINANCIAL SERVICES

FINANCIEREN. LEASEN. VERZEKEREN. MOBILITEIT.

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1. Car Insurance Policy Terms and Conditions Volkswagen Pon Financial Services
  2. Terms and Conditions for Casco and Assistance
- Version of 01/04/2020

*VRIJHEID IN MOBILITEIT.*

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# Car Insurance Policy Terms and Conditions Volkswagen Pon Financial Services

Version of 01/04/2020

## Lease Car Insurance Terms and Conditions

You lease a lease car from Volkswagen Pon Financial Services B.V., referred to hereafter as: VWPFs. It has been agreed in your lease contract with VWPFs that one or more of the below insurances have been taken out with us for your lease car. Your lease contract states which insurances apply.

### Car insurance

#### - **Third-party liability (WA)**

Has someone else suffered damage because of your lease car? And does the law state that you must pay for that damage? Then you are insured for the damage. Whether we actually pay out for the damage depends on the situation. See chapter VWP 20-01 for the situations in which we pay out.

#### - **Personal Accident Insurance for Passengers**

This insurance insures you if you become permanently disabled or die as the result of an accident involving your lease car. See chapter VWP 20-02 for the situations in which we pay out.

#### - **Legal Expenses Insurance**

Has someone else suffered damage because of your lease car? And does the law state that you must pay for that damage? Then you are insured for the damage. Whether we actually pay out for the damage depends on the situation. See chapter VWP 20-01 for the situations in which we pay out.

#### - **Non-life Insurance for Passengers**

You are insured for damage in the event of a traffic accident involving your lease car. This could be damage resulting from your becoming injured or dying. Or damage to your clothing, for instance. See chapter VWP 20-04 for the situations in which we pay out.

You can find the VWPFs Car Insurance terms and conditions below. These terms and conditions correspond to the lease car that you lease from VWPFs. First read the general insurance terms and conditions. These apply for all types of insurance that you have with us. After that, the special terms and conditions set out precisely which risks your lease car is insured for.

The general insurance terms and conditions and the special terms and conditions belong together. Together they constitute the insurance contract. We have made agreements with you in accordance with these terms and conditions.

### Please note!

- It is important that you know what agreements these are. Read the lease contract and the terms and conditions for your insurances carefully therefore!
- Are your details out of date? Then the agreements might no longer apply either. Inform us of changes to your details immediately, therefore!

This insurance contract is governed by Dutch law.

## VWP 20-01

### General Insurance Terms and Conditions

#### 1. What are you or VWPFS insured for?

With the VWPFS Car Insurance, you are insured for, among other things, damage that your lease car causes to others or to their belongings or animals. Your lease contract with VWPFS states what options you have chosen. You are only insured for the risks listed on your lease contract and reported to us, therefore.

#### 2. For what car is this insurance?

By 'lease car', we mean the lease car you lease from VWPFS and which is listed on your green card. Is your lease car at the garage for service, repairs or periodic vehicle inspection? And have you been provided with a temporary replacement car? Then your insurance applies for the temporary replacement car as well. The car must be approximately the same price as your lease car with Dutch registration plate, however. The replacement car is insured on the basis of secondary insurance for a maximum of 30 days.

#### 3. For whom does this insurance apply?

This insurance applies for the person who took out the insurance. The insurance for third-party liability is taken out by VWPFS. All other insurances (personal accident for passengers, legal expenses, non-life insurance for passengers) are taken out by us for you, with you or your passengers as the insured persons. The insurance can also apply for other people. These people and the person who took out the insurance are referred to together as 'the insureds'. In these terms and conditions, we make clear each time who is insured and when.

#### 4. Who are we?

We are Baloise Belgium nv trading under the name Baloise Insurance, the insurer of the insurances mentioned in these terms and conditions. For the sake of convenience, we use 'we' and 'us' in these terms and conditions.

#### 5. In what countries are you insured?

The insurance is valid for the countries listed on your international certificate (green card) and whose country code has not been struck through. Your lease car is also insured if it is being transported between these countries.

#### 6. What must you do if damage occurs?

If damage occurs, you must do the following:

- You must report to VWPFS and us as quickly as possible that you have suffered damage or caused damage to another party. Do that within 14 days in any event. If you fail to do so, this could have consequences for the pay-out and/or for whether or not the damage is compensated.
- You provide VWPFS and us all the information and evidence we require to decide whether we must pay for the damage.
- You do everything requested by VWPFS and us to handle the damage. And you do nothing that is detrimental to us.
- You let us and VWPFS know if you have other insurance that might be able to pay for the same damage.

#### 7. What must you do if your lease car is stolen or gone?

- If your lease car is stolen or gone, you must notify VWPFS of this as soon as possible.
- You also file a police report if your lease car is stolen or gone.

We can pass on your lease car details to the Insurance Bureau for Vehicle Crime. We try to locate the lease car quickly.

#### 8. When does your insurance start?

Your insurance starts on the date you start using your lease car. This date is also stated on your lease contract.

#### 9. How is payment of your premium arranged?

The premium is factored into the lease price you pay VWPFS monthly for the lease car. VWPFS pays the premium directly to us.

#### 10. Can we change the premium or the terms and conditions?

We can always change the premiums or terms and conditions for our insurances. We or VWPFS will notify you by letter at least one month in advance about what is changing for you.

#### 11. Has something changed in your situation or in relation to your lease car?

The lease contract contains the most important details for this insurance. Have these details changed? And could that have consequences for your insurance? Then you must notify us of that immediately. We assume that your home address or email address is correct. You provided that to us at the start of the insurance. If you move or get a different email address, inform us immediately. You must always report the following changes to us as well:

- If the lease car is usually abroad or is given a foreign registration plate.
- If someone other than you uses the lease car the most. We assume that you are the person who uses the lease car the most.

## 12. When can we stop your insurance?

If you did not provide all the information to us at the start of the insurance. Or if the information you provided to us is not correct. If we discover that is the case, we can stop the insurance within 2 months. We will only do that in the situations below:

- If you intended to mislead us. So you deliberately provided us with incorrect information or withheld information from us.
- If we would not have concluded the insurance if we had received the correct details. If we stop the insurance, you will receive a letter from us with the exact date.
- If we have handled a claim for you. We must inform you of this within one month after that. The insurance will stop 2 months later in that case.
- If you or the insured deliberately provided us with incorrect information after a damage event. We can stop the insurance and other insurances taken out with us 2 months later in that case. If we do so, you will receive a letter with the exact date.

## 13. In what cases do we not pay out?

The terms and conditions for each section that you have insured state in what cases we do not pay out. We also do not pay out for damage in the situations below. For situations a, b, c and d: if you can prove that you were unaware of the situation and did not want the situation to occur, we will nonetheless pay out.

### a. If the driver was not permitted to be driving.

If the damage occurred when the driver was not permitted to be driving. For example, because he did not have a valid driving licence for the lease car, or his licence had expired or been revoked.

### b. If the damage is caused by intentional or reckless behaviour.

- If the damage occurred because you or another insured was reckless or acted culpably or culpably failed to act. So if you did something or in fact omitted to do something and that action or omission caused damage to be suffered.
- If you or another insured deliberately caused the damage. So if you did something or in fact omitted to do something with the intention of causing damage. Or if you knew for certain that this would cause damage.

### c. If you or another insured wanted to mislead us.

If, in the event of deliberately caused damage, you or another insured does not comply with our terms and conditions in order to mislead us. If we feel that the misleading was not serious enough for this, we sometimes decide to pay out anyway.

### d. If you or another insured does not comply with the terms and conditions.

If we suffer any disadvantage because you or another insured has not complied with our terms and conditions.

### e. If the lease car is used otherwise than for normal journeys.

- If the damage occurred when the lease car was used for a race.
- If the damage occurred when the lease car was used for a contest of regularity, driving ability or skill. Examples include Garbage Run, Ramble Rally, ScanCoverTrail, etc.; these are excluded from cover.
- If the damage occurs during a drive or race on a track.
- If the damage occurred when the lease car was used for a purpose not contained in the lease contract.

### f. If the damage was caused before the insurance started.

If prior to the start of the insurance, something happened which caused the damage to occur after the start of the insurance. The cause of the damage and the damage itself must date from after the start of the insurance, therefore. Otherwise we do not pay out.

### g. If the damage occurred while the registration was not in your name or VWPF5's name.

If the damage occurred while the lease car's registration was not in your name or VWPF5's name. This does not apply if you have notified us in advance and we have agreed by letter.

### h. If the damage occurred as the result of a conflict.

- Armed conflict. This is defined as a conflict between states or organised groups involving the use of military weapons.
- Civil war. This is defined as more or less organised violent conflict between inhabitants of a country in which a large part of the inhabitants are involved.
- Insurrection. This is defined as organised violent opposition to the public authority.
- Domestic unrest. This is defined as more or less organised violent actions at various locations within a country.
- Riots. This is defined as more or less organised violent action against the public authorities.
- Mutiny. This is defined as more or less organised violent action by members of a group against their leaders.

- i. **If the damage occurred as the result of terrorism.**  
We do not pay out directly for damage due to terrorism. We have taken out insurance for this with the NHT, the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschade N.V. Have you suffered damage as the result of terrorism and are we required to pay out? In that case we only pay out the amount we receive from the NHT. At [www.terrorisemeverzekerder.nl](http://www.terrorisemeverzekerder.nl) you can find the terms and conditions of the NHT.
- j. **If the damage occurred as the result of a nuclear reaction.**  
We do not pay out for damage due to nuclear reactions. A nuclear reaction includes nuclear fusion or radioactivity, for instance.
- k. **If another insurance policy pays out for the damage.**  
We do not pay out for damage for which another insurance policy pays out. Or if there is another law or regulation under which you can receive a pay-out for the same damage. If you have other insurance policies that insure the damage, you must first contact those other insurers to recover the damage. If there are laws or other regulations under which you can recover the damage, you must do that first as well. We only pay out if you cannot recover the damage in any other way. Are you unable to recover the full damage under that other insurance or law or regulation? In that case we only pay out for the portion of the damage you are unable to recover otherwise. The agreements under this heading do not apply for the cover in the event of death or permanent disability provided by the 'personal accident insurance for passengers'.
- l. **If the situation involves fraud by you or the insured.**  
We do not pay out if the situation involves fraud by you or the insured. By fraud, we mean: deliberately lying to us to get us to pay out. Whether we pay out or not, this is always fraud. In the event of fraud, we can do the following:
- Report the matter to the police.
  - Stop the insurance.
  - Report you or the insured to the national registration system used by all Dutch insurers (Fraud Information System Holland (FISH)).
  - If fraud is ascertained, we hold the defrauder(s) liable via SODA (Service Organisation for Direct Liability) and charge a minimum of EUR 532 for the costs incurred. Questions and/or complaints about holding a person liable are handled by SODA. We can also opt to recover from the defrauder(s) the full costs actually incurred.
- m. **Alcohol, medication and/or drug abuse**  
If the driver had taken such a quantity of alcohol, medication or drugs that he could not safely drive the lease car and was prohibited by legislation and regulations from driving and:
- A. If the driver had a higher blood alcohol level than 0.5 g/l when the damage event occurred. This is also referred to as 0.5 per mille. Or if the driver had an alcohol level higher than 0.22 mg/l in exhaled breath. In that case we do not pay out. Lower limits apply for drivers who have held a driving licence for less than five years (or seven years, if the driver was not yet 18 when the driving licence was issued).
- B. In that event, we do not pay out if the driver had a higher blood alcohol level than 0.2 g/l when the damage event occurred. This is also referred to as 0.2 per mille. Or if the driver had an alcohol level higher than 0.088 mg/l in exhaled breath.
- B. If, at the time the damage event occurred, the driver had used drugs or other substances that could affect driving in such a way that he should not have been driving and/or it was not safe for him to drive. In that case we do not pay out.
- C. If, at the time the damage event occurred, the driver had used medications without a prescription from a qualified physician, serving purely and solely as an intoxicant, and which could affect his driving in such a way that he should not have been driving and/or it was not safe for him to drive. In that case we do not pay out.
- D. If, at the time the damage event occurred, the driver had used medications on the prescription of a qualified physician and which could affect his driving in such a way that he should not have been driving and/or it was not safe for him to drive. In that case we do not pay out. Are we unable to demonstrate that there is a link between the use of medications prescribed by a qualified physician and the damage event? In that case we do indeed pay out.
- E. If, after the damage event, the driver refuses to cooperate with an alcohol test or other test to measure the level of alcohol, medication or drugs in his body. Or if he withdraws from such a test or examination. By walking away and later reporting to the police, for instance. In that case we do not pay out.
- n. **Stipulation concerning exclusions in connection with sanctions and/or trade restrictions.**  
The insurer is not required to provide cover or compensation pursuant to this insurance if this would

constitute an infringement of sanctions legislation or regulations under which the insurer is prohibited from providing cover or paying compensation pursuant to this insurance.

**o. Inadequate care for the vehicle**

We do not pay out for damage that occurs because:

- You have not had the lease car or trailer serviced, or had it serviced on time or expertly.
- Your lease car did not pass its periodic vehicle inspection (APK) or your APK certificate has expired and you continue driving.
- You have overloaded the car or trailer.
- If you are unable to use the car or use it properly.

**p. Poor visibility**

If the damage occurs because of poor visibility which means you legally should not have been driving. For example, if there has been frost and you did not clear the windshield and windows thoroughly enough and as a result, your visibility is too poor to legally be driving.

**14. Do you have an excess?**

The height of your excess is listed on your lease contract with VWPFS. The excess is the amount you yourself must pay in the event of damage.

**15. How do we handle your personal data?**

Personal data are requested in the application for or during the performance of an insurance / financial service. Baloise Insurance processes these data for the purposes of:

1. Concluding and performing insurance with/for you;
2. Informing you about your insurance;
3. Preventing fraud;
4. Conducting statistical research;
5. Complying with statutory obligations.

The personal data that Baloise Insurance collects from you to realise purposes 1, 2, 3 and 4 are important for the performance of your insurance contract. Your personal data are also collected in order to comply with statutory obligations, purpose 5.

If we receive notice of a claim, we register that notice. We also register and process the personal data of parties involved in the claim. We are responsible for making sure this takes place carefully. We also document the personal data with the CIS foundation (Stichting Centraal Informatie Systeem). In the event you have sustained physical injury in an accident, Baloise Insurance can ask you for medical details concerning the physical injury. Permission is requested for this by means of a permission form.

Baloise Insurance treats your personal data with care. We do this in accordance with the Code of Conduct for the Processing of Personal Data by Financial Institutions. If you want to know more about this code of conduct, you can request a pamphlet on this from Baloise Insurance. You can read the full text of the code of conduct on the website of the Dutch Association of Insurers, [www.verzekeraars.nl](http://www.verzekeraars.nl). You can also request it from the Dutch Association of Insurers, PO box 93450, 2509 AL The Hague.

**Personal data obtained indirectly**

In order to prevent unnecessary risks and combat fraud, Baloise Insurance indirectly requests personal data on you (if available) from the Stichting Centrale Informatie Systeem (CIS). Would you like to know more about Stichting CIS? [www.stichtingcis.nl](http://www.stichtingcis.nl)

**Information to third parties**

The information provided by you is not made available to third parties unless this is necessary for the performance of the insurance contract. The third parties with which personal data can be shared are: claim adjusters or personal injury claim adjusters, financial institutions (collections), software suppliers and legal assistance providers.

**Retention Period**

Baloise Insurance retains personal data during the entire term of the insurance. After the insurance contract ends, personal data are retained for another 7 years in order to comply with the statutory obligation. After this 7-year period has expired, personal data are removed from the process and system. If your personal data appear in a current claim dossier, your personal data are removed from the process and system 7 years after the last claim dossier is closed.

## Your Rights

Based on the General Data Protection Regulation, you have the following rights:

- the right to inspect your personal data;
- the right to rectification;
- the right to be forgotten;
- the right to restriction of the processing of your personal data;
- the right to portability of your personal data;
- the right not to be subject to a decision based solely on automated means;
- the right of objection.

The right to be forgotten implies that all your personal data are deleted on your request. If you exercise this right, your personal data are deleted 7 years after the end of your insurance contract (or 7 years after the last claim dossier has been closed). The right to portability of your personal data means that at your request, Baloise Insurance will transfer your personal data to you in a convenient form so that you can easily transfer them to your new insurer. If you wish to exercise your rights, you can contact Baloise Insurance via [compliance@baloise.nl](mailto:compliance@baloise.nl). Before your request can be processed, you will always be asked to identify yourself first.

## Contact Details of Controller and Data Protection Officer

Baloise Insurance\*

Stationsweg 2

4153 RD Beesd

PO box 45

4153 ZG Beesd

Telephone: 088 - 9993700

*\*Baloise Insurance is a trade name of Baloise Belgium nv, Netherlands location*

### Controller:

Baloise Belgium N.V., Netherlands location

PO box 45

4153 ZG Beesd

Email address: [compliance@baloise.nl](mailto:compliance@baloise.nl)

### Data Protection Officer

Baloise Belgium N.V., Netherlands location

PO box 45

4153 ZG Beesd

Email address: [compliance@baloise.nl](mailto:compliance@baloise.nl)

## 16. Do you have a complaint about our services?

Do you have a complaint about us? About your insurance or the handling of a claim, for instance? Please send us a letter. The address is:

PO box 45

4153 ZG BEESD

[klachten@baloise.nl](mailto:klachten@baloise.nl)

## KiFiD

Are you unhappy with the decision by our employee?

Send a letter to the Financial Services Complaints Tribunal (Stichting Klachteninstituut Financiële Dienstverlening, KiFiD). This is an independent organisation that assesses complaints. The address is:

KiFiD

PO box 93257

2509 AG The Hague

[www.kifid.nl](http://www.kifid.nl)

## Financial Services Disciplinary Board

You can also contact the Financial Services Disciplinary Board.

They assess whether we acted correctly. The address is:

Financial Services Disciplinary Board

PO box 93257

2509 AG The Hague

## The Courts

You can also submit your complaint to the court in

Amsterdam or Rotterdam. You can do that straight away.

You do not need to first submit your complaint to us,

KiFiD or the Disciplinary Board.

## VWP 20-01

### Special Terms and Conditions of Third-Party Liability Insurance

These terms and conditions only apply if this insurance is listed on your lease contract with VWPF5.

#### 1. What is this insurance for?

This is the insurance for Third-party Liability. This insurance is for damage to others or to the property of others. Such as houses, cars, items or animals. Damage to another motor vehicle or trailer belonging to you also falls under this (so-called 'sister-car clause'). The lease car listed in the lease contract must have caused the damage. The general insurance terms and conditions and these special terms and conditions state when we pay out and when we do not. With this insurance, we insure everything we are required to insure in accordance with the Civil Liability Insurance (Motor Vehicles) Act. Even if it is not contained in these terms and conditions.

#### 2. For whom does this third-party liability insurance apply?

The third-party liability insurance applies for all the people below:

- The person who took out the insurance.
- The owner of the lease car. His or her name is on the registration document.
- The driver of the lease car.
- The person in possession of the lease car. That is the person who temporarily has the lease car in his possession, even if he is not the owner.
- The passengers.
- The employer of all these people. But only if he must pay for the damage as employer. In the terms and conditions for the third-party liability insurance we refer to these people collectively as 'you'.

#### 3. For what damage to others do we pay out?

Has the lease car caused damage to others or to their property? And are you required to pay for that? In that case we pay on your behalf. We also pay out in the situations below:

- a. If a trailer, caravan or other object attached to the lease car causes damage.
- b. If items loaded into/onto the lease car or trailer cause damage. Also if these items fall from the lease car or trailer and cause damage as a result. We do not pay out if the damage occurs while you are loading or unloading items. We also do not pay out for damage to the trailer and the items themselves.
- c. If the lease car causes damage to another car or trailer belonging to you or for which you are temporarily

responsible. We only pay out in the following situations:

- If the damage is the fault of the driver of the lease car.
- If another insurance policy does not pay out for the damage.
- If the damaged lease car or trailer was not attached to the lease car that caused the damage.
- If you or the family members in your household are the main users of the two cars or of the lease car and the trailer.

We do not pay for the damage that occurs because the lease car has decreased in value. We also do not pay out if your business sustains loss because one of the lease cars is damaged. Or if you are liable only because you, or someone on your behalf, have/has made an agreement or entered into a contract. For example, because you were supposed to deliver something on time but were unable to do so due to an accident.

#### 4. For what other damage do we pay out?

We also pay out for damage if you transported injured people in the lease car and the upholstery has become damaged.

#### 5. How much do we pay out?

Each time that you lodge a claim, we pay out at most the amount listed on the policy from VWPF5, specifically € 6,250,000 for personal injury & € 2,500,000 for property damage. This amount applies for all insureds together. Has the damage occurred in a country where a higher maximum amount applies by law? Then we pay out at most that higher amount. We can pay out directly to the person who suffered the damage.

#### 6. In what cases do we pay out more?

For some costs, the maximum amount listed in your lease contract with VWPF5 does not apply. We pay the costs in full, even if this means that in total, we must pay out more than the maximum amount listed on the policy from VWPF5 and your lease contract with VWPF5.

Below you can read to what extra costs this applies.

- a. Costs of a lawsuit
  - If you start a lawsuit in relation to the damage, we pay the costs of the lawsuit. You do have to ask our permission in advance, however. Otherwise we do not pay out.
  - If we decide to start a lawsuit, we pay the costs of that lawsuit.
  - If we give an engagement for you to be provided with legal assistance, we pay the costs of that engagement.

- b. Statutory interest.  
Are we paying out for your damage? And are you also required to pay statutory interest on the damage involved? In that case we also pay out the statutory interest.
- c. Deposit in the event of damage abroad.  
Have you caused damage abroad with the lease car? And has the foreign government seized your lease car or detained you? In such cases you sometimes need to pay a certain sum to be released or to recover your lease car. That is called a deposit. We pay this amount for you up to a maximum of EUR 50,000. Please note: we only pay this amount if, according to these terms and conditions, we are also required to pay out for the damage. As soon as the situation has been resolved, we try to recover the sum. You are required to help us do so.

#### **7. In what cases do we not pay out?**

The general insurance terms and conditions state when we do not pay out. We also do not pay out in the following situations.

- a. If the driver did not have permission to drive the lease car.  
Did the driver not have permission to drive the lease car? And did damage occur? Then we do not pay out for that. Unless you prove that the driver was driving the lease car without your consent or knowledge and you were unable to prevent this.
- b. If damage is caused to items or animals you are transporting with the lease car.  
We do not pay out for damage to items or animals you had with you or which were being transported in the lease car. But we do pay out for damage to clothing or hand baggage of the passengers in the lease car.

#### **8. Did we pay out for damage but the damage was not insured?**

Were we required to pay out for damage to another person but there is no cover for that damage according to our terms and conditions? Then we can demand that amount and the costs back from VWPF, you or your heirs. That does not apply in the following situations:

- a. If VWPF, you or your heir proves that you knew nothing about the situation that caused this damage. And that you did not want the situation to occur and could do nothing about it.
- b. If someone else caused the damage after the insurance had already been cancelled.

Are we required to pay out for the damage pursuant to agreements between insurers? In that situation, too, we can nonetheless demand you repay the damage and costs.

No recourse will be taken on you or your heir without express permission from VWPF. If VWPF does not give permission, VWPF declares its agreement with the compensation of the damage.

## VWP 20-02

### Special Terms and Conditions of Personal Accident Insurance for Passengers

These terms and conditions only apply if the personal accident insurance for passengers is listed on your lease contract with VWPF5.

#### 1. What are you insured for?

This insurance insures you if you become permanently disabled or die as the result of an accident involving the lease car. By accident, we mean a sudden external application of force to the body, as a result of which you become permanently disabled or die. By permanently disabled, we mean that lose a part of your body or are unable to use a part of your body, partially or fully. In that case we pay out a sum to you or to your survivors.

#### 2. For whom does this insurance apply?

The insurance applies for all the people in your lease car, also for the driver. If they are sitting in the lease car, they must be sitting in a seat or in the backseat. The people are also insured when getting in and out of the vehicle. And if they are standing beside the lease car if there is car trouble or to fuel the vehicle.

#### 3. What do we pay out if you die after an accident?

What happens if you die within two years after an accident, but indeed as a result of that accident? In that case we pay out the amount listed on the policy and your lease contract with VWPF5. In the event a person younger than 5 dies, we pay out EUR 5,000. Did we already pay out an amount because you became permanently disabled as a result of the accident? And you die later as a result of the accident? In that case, we pay out to your survivors the amount listed on the policy and your lease contract with VWPF5 less the amount we already paid out. Is the amount we already paid out higher than the amount listed on the policy and your lease contract with VWPF5? Then your survivors do not need to repay the difference.

#### 4. What do we pay out if you become permanently disabled?

Have you become permanently disabled because of the accident? In that case we pay out the amount listed on the policy and your lease contract with VWPF5 or a part thereof. In order to decide how much money you receive, we determine within two years after the accident how seriously disabled you will remain. At that point, it must be clear that your disability will not change any further. When we determine how seriously disabled you will remain, we do not take into account your occupation and the work you are still able to do.

Is it possible that your disability will still change two years after the accident? Then we make an estimate of how seriously disabled you will remain. To do that, we use the medical details that we have on you at that point. We use this estimate to determine how much we pay out to you.

Has a year passed since the accident and have we still not definitively determined how seriously disabled you will remain? In that case we will also pay out to you the statutory interest on the amount to which you are entitled. We pay interest on the amount from the first year after the accident until the day on which we pay out for permanent disability. We pay out at most up to two years from the day of the accident or up to the day of your death. What happens if you die due to a cause other than the accident before we were able to determine how seriously disabled you would remain? In that case we pay out to your survivors the amount you would have received had you still been alive. We estimate how serious your disability would have become. We make a reasonable estimate in doing this.

#### 5. How do we determine the seriousness of your disability?

We appoint a medical expert who investigates how seriously disabled you will remain. In the first table below, you can see how disabled you would be if a part of your body no longer worked at all, or if you no longer had that body part. The percentage is reduced if the body part is only partially disabled or if you only have part of that body part remaining. In that case, we take a percentage of the percentage listed in the table. For example: if you lose your index finger, you become 15% disabled. That can be seen in the table. But if you lose half of your index figure, your disability is half of 15%. That is not listed in the table.

Arm up to the shoulder joint	75%
Forearm	65%
Hand	60%
Thumb	25%
Index finger	15%
Middle finger	12%
Ring finger or little finger	10%
Leg above the knee or in hip joint	70%
Leg below the knee joint	60%
Foot	50%
Big toe	10%
Any other toe	4%
An eye	30%
Hearing in one ear	25%
Both eyes	100%
Hearing in both ears	60%
A lung	30%

A kidney	20%
Sense of smell	10%
Sense of taste	5%

If the body part or organ does not appear in this table, a medical expert determines how seriously disabled you remain. What if more than one body part or organ has been damaged? In that case we add up the percentages per body part or organ. But we never pay out more than 100%. If damage to parts of the hand is concerned, we never pay out more than 60%. Once we have determined the percentage of your disability, we pay out a sum according to the pay-out percentage contained in the table below. For example: you lose your left foot. In that case you are 50% permanently disabled. According to the table below, you receive 50% of the amount listed on your policy in that event.

I = mate van blijvende invaliditeit

U = uitkeringspercentage

I	U	I	U	I	U	I	U	I	U	I	U	I	U	I	U	I	U	I	U	I	U	I	U
1	1	10	10	19	19	28	28	37	37	46	46	55	55	64	64	73	73	82	82	91	91	100	100
2	2	11	11	20	20	29	28	38	39	47	47	56	56	65	65	74	74	83	83	92	92		
3	3	12	12	21	21	30	30	39	40	48	48	57	57	66	66	75	75	84	84	93	93		
4	4	13	13	22	22	31	31	40	40	49	49	58	58	67	67	76	76	85	85	94	94		
5	5	14	14	23	23	32	32	41	41	50	50	59	59	68	68	77	77	86	86	95	95		
6	6	15	15	24	24	33	33	42	42	51	51	60	60	69	69	78	78	87	87	96	96		
7	7	16	16	25	25	34	34	43	43	52	52	61	61	70	70	79	79	88	88	97	97		
8	8	17	17	26	27	35	35	44	44	53	53	62	62	71	71	80	80	89	89	98	98		
9	9	18	18	27	27	36	36	45	45	54	54	63	63	72	72	81	81	90	90	99	99		

## 6. When do we pay out a lower amount?

We pay out a lower amount in the following situations:

- If you were already ill or permanently disabled or had a mental abnormality at the time of the accident. In order to calculate the amount, we look at how much worse your illness or disability has become. If that difference is 20%, you receive 20% of the amount listed on your lease contract with VWPFS.
- If at the time of the accident, more people were sitting in the lease car than the number of seats listed on your lease contract with VWPFS. We divide the amount among the number of people sitting in the lease car in that case. We never pay out more than the amount listed on your lease contract with VWPFS.

- If you or a passenger was not wearing a safety belt at the time of the accident. In that case the pay-out for the particular passenger or driver will be reduced by 50%.

### **7. In what cases do we not pay out?**

The general insurance terms and conditions state when we do not pay out. We also do not pay out in the following situations:

- If the accident was caused by a driver who did not have your permission to drive the lease car.
- If the damage to the baggage and/or medical treatment costs are paid for by another insurer.

### **8. What must your survivors do if you die?**

If you die, your survivors must report this at least 48 hours before the funeral or cremation. We will investigate the cause of death in that case. Your survivors must give us permission to do this and cooperate with the investigation.

### **9. What must you do if you are injured?**

If you are injured, you must seek treatment from a physician for as long as necessary. You must also cooperate with healing or recovery by following the physician's instructions. You must also cooperate with examinations by physicians we have engaged.

### **10. At what point in time do we pay out?**

We pay out to you or your survivors at one of the following moments:

- In the event of death: if it is established that we must pay out and we have received the attestation of admissibility to the estate.
- In the event of permanent disability: if we have determined the seriousness of your disability.
- In the event of medical treatment: if it is established that we must pay out and we have received the invoices.
- In the event of damage to baggage: if you have demonstrated the size of the damage.

### **11. What happens if you do not agree with us about the amount?**

Has our expert determine what we will pay out in the event of disability or death and do you disagree with that? You can engage a different expert yourself in that event. Your expert and our expert will together determine the damage in that case. Both you and we are required to agree with their decision.

Are your expert and our expert in disagreement on the amount? Then together they will select a third expert. This expert will determine an amount no lower than the amount set by our expert and no higher than the amount set by your expert. We will use the amount cited by this third expert in that case. We pay the costs of the third expert and our expert. We also pay the costs of your expert, but only up to the amount that our expert cost.

## VWP 20-03 Special Terms and Conditions Legal Expenses Insurance

These special terms and conditions below only apply if these are listed on your lease contract with VWPFS. The general insurance terms and conditions also apply for this legal expenses insurance, the special terms and conditions only apply for the sections you have taken out.

### 1. What are you insured for?

With the legal expenses insurance, you receive legal assistance in the event of a conflict that has arisen after damage. Sometimes you only suffer damage, but have not yet become involved in any conflict. These terms and conditions set out when you receive legal assistance. And also when you do not receive legal assistance.

### 2. Who provides you with the legal assistance?

DAS Nederlandse Rechtsbijstand Verzekeringmaatschappij NV provides the legal assistance for us. DAS itself employs lawyers who assist you directly. We guarantee to you that DAS adheres to the agreements in these terms and conditions. DAS is registered with the Chamber of Commerce under number 33110754 and in the register of regulator the Netherlands Authority for the Financial Markets (AFM) under number 12000541. In these Terms and Conditions of Legal Expenses Insurance, we use 'we' and 'us' from here on in. With these pronouns we refer to DAS.

### 3. For whom does this insurance apply?

The special policy terms and conditions for legal expenses state who is insured.

### 4. In what countries are you insured?

The special policy terms and conditions for legal expenses state in what countries this insurance applies.

### 5. In what situations do you receive legal assistance?

You only receive legal assistance in the following situations:

- If you are involved in a conflict you could not have anticipated and which means you need this assistance. Is it not clear to us that you are involved in a conflict or what the conflict is about? Then you must demonstrate this conflict with a report from an expert; and
- If the event for which you need assistance occurred during this insurance. Are you involved in a conflict because damage was caused? Then this damage must have been caused during this insurance.

Are you involved in a conflict for a different reason? Then the facts that resulted in this conflict must have happened during this insurance. It cannot be the case that you could already have anticipated these facts when you took out this insurance.

It may be the case that you are involved in several conflicts which are related to each other. Or that were all caused by the same event. In that case we treat all these conflicts together as a single conflict

### 6. What other agreements apply for our legal assistance?

The following agreements also apply for our legal assistance:

- You receive legal assistance from the experts employed by us. We can also decide to engage an external expert.
- We will consult with you on what we will do and what the likelihood is of a good solution. We only consult with others if we have agreed on this with you.
- If there is no likelihood of a good solution to the conflict, we do not provide assistance.
- If we decide at some point during the case that there is no longer any likelihood of a good solution to the conflict, we discontinue the assistance.
- Sometimes the costs of the legal assistance are higher than the amount with which your conflict is concerned. We will help you in a different way in that case. We could decide to pay out the amount of the damage to you directly, for instance. You will not need any further legal assistance in that case. We do not need to provide you with that assistance, therefore.
- If we want to have the case handled by an external expert, we are the only one who can give that engagement. We will consult on this with you. You cannot give the engagement to an external expert yourself, therefore.
- If we give the engagement to a lawyer to defend you in legal proceedings or administrative proceedings, you can choose the lawyer. Is your court case taking place in the Netherlands? Then you can only choose a lawyer registered in the Netherlands and who has his office in the Netherlands.

Is your court case taking place abroad? Then you can only choose a lawyer registered with a court in that country. If you are unable or unwilling to choose a lawyer, we will do so.

- We give engagements to lawyers and other experts on your behalf. You give us permission to do so. We do not need to engage more than one lawyer or other expert.
- If damage occurs as the result of errors by experts employed by us, you can ask us to pay for that damage. We never pay out more than the amount for which we are insured plus the excess we have. We do not pay out for any damage caused by errors by other experts we have engaged. You can request the policy for our liability insurance from us.
- Besides you, are there other interested parties applying for legal assistance in relation to the conflict? In that case we can engage one lawyer to assist all the interested parties together. The amount we pay depends on the number of people involved in the case. If there are 20 people, for instance, we pay you 1/20th of the lawyer's costs.

#### **7. What must you do if you become involved in a legal conflict?**

If you become involved in a conflict, you must do the following:

- Request legal assistance from us as soon as possible after the conflict has started.
- You must give us the opportunity to try to resolve the conflict with the counterparty without legal proceedings and to arrive at an amicable settlement. You must provide reasonable cooperation in this regard.
- If you have requested legal assistance from us, we expect the following from you:
  - You must provide us with all the information and documents relating to your conflict.
  - You demonstrate what the conflict is and how much money is concerned. You also indicate what you want to achieve.
  - If we engage an external expert, you give us permission to read the documents he has on your case.
  - You help us to defend your interests as much as possible. You must therefore do everything your legal specialist instructs while he or she handles your conflict. He may ask you to cooperate with criminal proceedings in order to recover payment for your damage from others.
  - You cooperate with efforts to have the costs of legal assistance repaid by others. This concerns the costs we have already incurred or which we are still to incur.
  - You do nothing that is detrimental to us.

- Have you received costs back from others which we already paid for you earlier? Then you must repay this money to us. This could be the costs of a lawsuit or the VAT you must settle with the tax and customs administration.

#### **8. What must you do if you are not sure if you are involved in a legal conflict?**

Are you not certain if you are involved in a legal conflict? Then you must have a report drawn up by an expert. This report must demonstrate that a conflict is involved, who caused the conflict, why there is a conflict and what the consequences of the conflict are for you. Does the report clearly indicate that you are involved in a conflict? And does this conflict fall under your insurance? Then you receive legal assistance from us. We also reimburse the reasonable costs of the expert you engaged to prepare the report.

#### **9. What kind of legal assistance can you receive?**

You receive the following legal assistance from us:

- We advise you on your legal position and your legal possibilities;
- We represent you and act on your behalf and help you if you are involved in a conflict with someone. We call the person with whom you have a conflict your counterparty. We also defend you against this counterparty's claims;
- We prepare an application or objection for you if the case has to be submitted to the court. And we defend the application or objection;
- If necessary, we engage a lawyer on your behalf to represent you in court;
- We pay or advance the costs of the legal assistance. These costs are advanced if you recover or are able to recover these costs from your counterparty. You must repay these costs to us in that case;
- We ensure that the counterparty adheres to the judgment given by a judge in this conflict. We do this until maximum five years after the judgment.

You can choose a legal assistance provider yourself if it is necessary to conduct legal or administrative proceedings on your behalf. In many cases, the legal specialist from DAS can conduct these proceedings for you. But if you wish, you can also choose a legal assistance provider who is not employed by DAS. A lawyer, for instance. We call this an external legal assistance provider. Have you opted to have an external legal assistance provider conduct the proceedings? And has DAS given this legal assistance provider an engagement, on your behalf, to conduct these proceedings?

Then DAS no longer needs to engage any other legal assistance provider or legal specialist employed by DAS for these proceedings. If your counterparty also receives legal assistance from DAS, you can also choose a legal assistance provider yourself. You can read more about this in clause 13.

#### 10. What costs do we pay?

We pay the costs of the assistance provided by our own legal assistance providers but also the following costs:

- The costs of the experts we engage.
- The costs you must pay for a mediator we engage.
- The costs of witnesses a judge has called and which the judge has determined you must pay.
- The costs you must pay to the court for your lawsuit and which the judge has determined you must pay.
- The travel expenses and overnight stay costs you must incur to attend a court abroad. But only if we have given you permission in advance for this travel and these expenses.
- The costs of carrying out a decision from the judge.
- We provisionally pay on your behalf the costs that you can recover later from others. You do have to repay us that money later, however.

We only pay the reasonable and necessary costs.

#### 11. What happens if you are not required to have a lawyer?

According to the laws and regulations, are you not required to engage a lawyer in legal or administrative proceedings? Then there is not a situation of mandatory legal representation and the following applies:

- If a legal specialist employed by us provides legal assistance, these are internal costs. We pay these internal costs without limit. We also pay the additional external costs.
- Have we engaged an external legal assistance provider chosen by you at your request? In that case we pay the necessary and reasonable handling costs (fee including office costs and other costs) of this external legal assistance provider in those proceedings. We pay a maximum of EUR 5,000 per lawsuit for these handling costs.
- Have you asked us to engage an external legal assistance provider for legal or administrative (collections) proceedings while we are not required to engage a lawyer? You must pay an excess of EUR 250 in that case. Only once we have received this excess will we instruct the external legal assistance provider that you have designated.

#### 12. In what situations are you not provided with legal assistance?

The general insurance terms and conditions state when we do not provide assistance. We also do not provide legal assistance in the following situations:

- If you report the conflict to us so late that we consequently have to incur higher costs than necessary. Or have to go to more trouble to provide legal assistance.
- If you could have anticipated needing assistance from us when you took out this insurance.
- The conflict is the result of damage caused by natural disasters.
- If the conflict concerns an accident with your lease car whereby the driver was not permitted to be driving. Has this conflict resulted in a criminal case but is that case not concerned with the fact that the driver was not permitted to be driving? Or did you not know, or could you not have known, that the driver was not permitted to drive the lease car? Then we do indeed provide you with assistance.
- If you have a conflict with us about this legal expenses insurance. Specifically about how we interpret and perform the agreements in this insurance. If the judge hands down a decision in the conflict and finds in your favour, we will indeed pay, after the fact, the reasonable and necessary costs you had to incur for legal assistance.
- If you deliberately caused the conflict in order to benefit from it. You would not have benefited in this way otherwise.
- If you are involved in a criminal case in which you are accused of deliberately violating the law. Or in which you are accused of intentionally committing a crime. If it emerges later that you did not deliberately violate the law or commit a crime intentionally, we will indeed pay the reasonable and necessary costs you had to incur for legal assistance.
- If you are involved in a conflict which initially had nothing to do with you but which you are now involved in. For example, because you took over another person's debt or claim. A debt is money that still has to be paid to another person, or something else to which another person still has a right. A claim is money that someone still has to pay to you, or something else to which you still have a right.
- If your conflict has to do with the fact that you have used your lease car for something else. You have hired out your lease car, for instance. Or you are using your lease car as a taxi or driver instruction car.

- If your conflict has to do with the fact that you have done something punishable and others want to have you pay for their damage.

**13. Are you involved in a conflict with another person who is also receiving legal assistance from DAS?**

- Is there a conflict between the regular driver and a co-insured? Then DAS only provides legal assistance to the regular driver. The starting point is that this assistance is provided by legal specialists from DAS.
- Are there, in addition to the regular driver, two parties involved in a conflict with each other who are co-insured on this legal expenses insurance? Then DAS only provides legal assistance to the co-insured designated by the regular driver. The starting point is that this assistance is provided by legal specialists from DAS.
- Is the counterparty also receiving legal assistance from DAS? Then you are entitled to (further) legal assistance from an external legal assistance provider. You can choose this provider yourself. Your counterparty can also do so. But only DAS can actually engage this legal assistance provider on your behalf. You cannot instruct the external legal assistance provider yourself, therefore. If this legal assistance provider represents you in this case, DAS will pay the costs without limit. Even if legal or administrative proceedings must be conducted and legal representation is not mandatory for those proceedings. But the costs must always be reasonable and necessary.

**14. Do you disagree with us?**

We consult with you on how we want to resolve your conflict. You can nevertheless disagree with us about the approach. Or about our opinion that your case is not feasible. You can ask us to submit this difference of opinion to a lawyer in that case. You can do this by letter, email or via our website. The following agreements also apply:

- You can choose the lawyer yourself. But you cannot engage the lawyer yourself; we do that for you.
- We present the difference of opinion, along with all the documents, to the lawyer and ask him to give a decision on the difference of opinion.
- You can also explain the difference of opinion to the lawyer yourself. We do what the lawyer writes in his report. We also pay the costs of the lawyer.
- We continue providing legal assistance for your conflict if the lawyer says we must do so. If we engage an external expert for this, this cannot be the lawyer who decided on the difference of opinion. It also cannot be a colleague from his firm.

- Does the lawyer find that you are in the wrong? Then you can continue your case yourself. In that case you can choose a different lawyer to help you. You will have to pay this lawyer yourself. Does the court nonetheless subsequently find in your favour? We will pay the reasonable and necessary costs of the lawyer.

**15. What are you insured for?**

You are insured for conflicts that have to do with your lease car. These conflicts have to do with traffic situations, but also with having a lease car, the purchase and sale, maintenance and repair. You receive legal assistance from us with these conflicts. If we provide assistance, it must concern damage that can be expressed in money.

**16. For whom does this insurance apply?**

This insurance applies for the following people:

- The person who took out this insurance.
- The person whom you have permitted to drive the lease car. And the passengers in the lease car. This only applies if they drive in the lease car in traffic.
- Also the survivors of these persons for whom this person has a recognised duty of care or maintenance. They receive legal assistance if your death is related to an event that is insured via this insurance. This assistance relates to claiming financial compensation for living expenses.

**17. For what lease car does this insurance apply?**

This insurance applies for the lease car listed in your lease contract. And for the caravan or trailer attached to your lease car.

**18. In what situations do you receive legal assistance?**

In the following situations, you receive legal assistance:

- You are involved in a conflict because you have, buy or sell a lease car or have a lease car maintained or repaired.
- You had an accident with your lease car in traffic in which you were injured or your belongings were damaged. And you want the other person who was involved in the accident to pay for the damage. Or his insurance or someone else on that person's behalf.
- You have a conflict with a company concerning the towing or repair of your lease car. Or you have a conflict about the compensation of damage arising in that context.

- You must appear in court in a criminal case involving your lease car. In that context, you are suspected of being at fault for circumstances in which someone became injured or died in traffic. Are you suspected of having intentionally violated the law? Then you do not receive assistance.

#### **19. In what countries do you receive legal assistance?**

Your green card states in what countries this insurance applies. The countries where this insurance does not apply have been struck through.

Outside the Netherlands, we only provide legal assistance in the following situations:

- If you are injured and want others to pay for that.
- If your belongings have been damaged and you want others to pay the damage.
- If you must appear in criminal court abroad because of an incident involving your lease car.
- If you have a conflict concerning the towing or repair of your lease car.

Is a different situation involved? Then you do not receive legal assistance abroad.

#### **20. What kind of legal assistance can you receive?**

You can receive the following legal assistance from us:

- We provide legal advice by telephone. You receive telephone advice from us once. For that advice, we only use the information you provide to us on the telephone.
- We provide legal assistance.

#### **21. What costs do we pay?**

We pay the costs for legal assistance. It does not matter how high those costs are. Except if there are legal or administrative proceedings for which legal representation is not mandatory and for which an external legal assistance provider has been engaged at your request. Clause 10 of the General Terms and Conditions of the Legal Expenses Insurance states that we pay in that case.

#### **22. What do we pay in the event of a security deposit?**

Have you caused damage abroad with the lease car? And has the foreign government seized your lease car or detained you? In such cases you sometimes need to pay a certain sum to be released or to recover your lease car. That is called a deposit. We loan you this amount up to maximum EUR 25,000.

As soon as the foreign government returns this money to you, you must immediately repay us this amount. If you do not receive the money back from the government, you must still pay us the sum back within one year. Please note: we only loan you this money if you are also insured for the assistance according to these terms and conditions.

#### **23. What do we pay if another is unable to pay?**

You have suffered damage which was another person's fault. Is that other person unable to pay because he does not have enough money? In that case we pay for the damage to your lease car as a result of the accident. We only do this if you cannot recover the damage in any other way. If the damage exceeds EUR 125, we pay out your total damage up to maximum EUR 1,250. If your damage is less than EUR 125, we do not pay out.

#### **24. When are you not provided with legal assistance?**

The general insurance terms and conditions of your car insurance and the general terms and conditions of your legal expenses insurance state when you do not receive legal assistance. You also do not receive assistance in the following situations:

- If your conflict has to do with the fact that you have used your lease car for something else. You have hired out your lease car, for instance. Or you are using your lease car as a taxi or driver instruction car.
- If your conflict has to do with the fact that you have done something punishable and others want to have you pay for their damage.

## VWP 20-04

### Special Terms and Conditions of Non-life Insurance for Passengers

These terms and conditions only apply if this is listed on your lease contract with VWPFS.

The general insurance terms and conditions and these special terms and conditions state when we pay out and when we do not.

#### 1. For whom does this insurance apply?

This insurance applies for all the people who are sitting in your lease car at the time of an accident, also for the driver. If they are sitting in the lease car, they must be sitting in a seat or in the backseat.

The people are also insured when getting in and out of the vehicle. And if they are standing beside the lease car if there is car trouble or to fuel the vehicle, for instance. If one or more of these people die as a result of the accident, we pay out to their survivors. By 'survivors' we mean the people who, according to section 6:108 of the Dutch Civil Code, are entitled to damage compensation if you or the other insureds die.

#### 2. What are you insured for?

You are insured for damage in the event of a traffic accident involving your lease car. By 'traffic accident' we mean a crash, collision, fire or lightning strike. Or your lease car drives off the road or ends up in the water. We pay out for the following damage:

- Damage as the result of a traffic accident which causes your health to suffer or causes you an injury or death. For example, we pay out the damage / because you are able to work less or need household help.
- Damage to, theft or loss of clothing and shoes. You were wearing these at the time of the accident. Or you have them with you in the lease car but had taken them off for a moment. We do not pay out for damage to jewellery.

#### 3. How do we determine the size of the damage?

We determine the size of the damage with the rules for this contained in the law. These are rules on damage compensation that the law stipulates must be paid. This is contained in section 6:95 of the Dutch Civil Code to section 6:109 of the Dutch Civil Code, inclusive. Have you suffered damage and are you entitled to, for instance, an invalidity benefit, a benefit from the municipality or an amount from your employer? In that case we pay out less or for a shorter period of time.

#### 4. What is the maximum we pay out?

For every accident, we pay out maximum the amount listed on the policy with VWPFS, specifically € 1,000,000. Have several insured people suffered damage and is the damage higher than the amount listed on the policy and your lease contract with VWPFS?

In that case we divide the amount listed on the policy and your lease contract with VWPFS among the insured people. If you or a passenger was not wearing a safety belt at the time the damage occurred, the damage compensation for the particular passenger or driver is reduced by 50%.

#### 5. In what cases do we not pay out?

The general insurance terms and conditions state when we do not pay out. We also do not pay out in the following situations:

- If the traffic accident was caused by a driver who did not have your permission to drive the lease car.
- If the driver had taken such a quantity of alcohol, medication or drugs that he could not safely drive the lease car. Can you prove that you were unaware of this and that you could do nothing about this? In that case we do pay out.
- If it concerns damage to, theft or loss of the following items:
  - Money and valuable papers such as cheques.
  - Jewellery.
  - Photographic and video equipment.

# Comprehensive and Assistance Terms and Conditions

Version of 01/04/2020

## Clause 1 General definitions

### *Lease company:*

Volkswagen Pon Financial Services B.V.

### *Lessee:*

The person who has entered into the lease contract with the Lease company, the authorised driver and the passengers of the motor vehicle.

### *Motor vehicle:*

The motor vehicle described in the lease contract, including any accessories - whether or not belonging to the standard equipment, provided these have been permanently installed and reported to the Lease company.

### *Event:*

A damage-causing event taking place within the term of the lease contract; events directly related to each other are regarded as a single event in this context

## Clause 2 Territory

All countries where the Third-Party Liability Insurance for the Motor vehicle applies, as indicated on the international insurance certificate (green card) issued by the Third-Party Liability insurer of the Motor vehicle.

## Clause 3 Assistance

The lessee is entitled to the assistance and/or compensation of costs as described below if:

- the assistance was provided and/or costs have been or will be incurred in consultation with and with the permission of the Lease company;
- The lessee cooperates fully;
- the assistance can actually be performed and is not prevented by a natural disaster, for instance.

The right to assistance arises if, because of an accident, fire or any other external contingency (which does not include mechanical defects), the Motor vehicle and/or attached trailer can no longer drive and/or the driver is consequently unable to drive the Motor vehicle, and none of the passengers is authorised and able to take over the driving.

The assistance within the Netherlands comprises:

- a. towage and transport of the damaged Motor vehicle and/or trailer to an address in the Netherlands, to be decided in consultation with the Lease company;
- b. the transport by taxi of the driver and any passengers and their personal belongings to an address in the Netherlands to be decided by the driver;
- c. the use of replacement transport to the extent included in the lease contract for the Motor vehicle.

The assistance within the Territory abroad encompasses:

- a. compensating the necessary costs of towing the Motor vehicle to the nearest garage where the damage can be assessed and/or repaired;
- b. the transport of the damaged Motor vehicle and/or trailer to an address in the Netherlands to be decided by the Lease company, provided the Motor vehicle and/or trailer cannot be repaired within 2 working days, possibly by means of emergency repairs, such that the (return) journey can take place in a technically responsible manner. This only applies if the costs of this transport are lower than the current market value of the stranded Motor vehicle and/or trailer after the loss event. If the transport costs are higher, the costs of import or destruction on location of the stranded Motor vehicle and/or trailer will be compensated. In that case the Lessee is entitled to transport of the travel baggage to the Netherlands.
- c. the return journey costs of the driver and any passengers if the Motor vehicle is not used for this return journey on grounds of what is stated in b.  
The following transport costs are compensated:
  - travel by taxi to the nearest railway station;
  - train travel (2nd class fare) to the railway station in the Netherlands closest to the destination;
  - travel by taxi from that station to the destination.

All costs advanced by the Lease company in connection with the assistance which are not eligible for compensation are at the Lessee's expense. In the event of amounts in excess of EUR 700, the Lessee may be required to pay in advance.

In the event of concurrence of assistance services, the Lease company will not refer to other aid agencies. The Lease company does explicitly reserve the right to recover any costs from another party and/or insurance company.

## Clause 4 Exclusions

Excluded from compensation is damage caused:

- a. during participation in street races, competitions or rallies dominated by the element of speed;
- b. as the result of intent, gross negligence or with the Lessee's consent;
- c. as the result of fraud or misleading conduct;
- d. if the Lessee does not adhere to these General Terms and Conditions;

- e. while the Motor vehicle is being used for a purpose other than that stated or permitted by law;
- f. while a trailer, semi-trailer or other object is attached to the Motor vehicle, unless it is one for which driving licence type B or BE, respectively, is sufficient;
- g. while the driver of the Motor vehicle is not in possession of a valid driving licence or if the driving licence is expired, as well as damage caused while the driver has been disqualified from driving or during the time that the Motor vehicle has been requisitioned or confiscated by a government;
- h. by a nuclear reaction;
- i. by armed conflict, civil war, insurrection, domestic unrest, riots or mutiny (acts of war);
- j. while the driver had taken such a quantity of alcohol, medication or drugs that he could not safely drive the Motor vehicle or was prohibited by law or regulations from driving;
- k. while the driver had a higher blood alcohol level than 0.5 g/l. Or while the driver had an alcohol level higher than 0.22 mg/l in exhaled breath. Lower limits apply for drivers who have held a driving licence for less than five years (or seven years, if the driver was not yet 18 when the driving licence was issued). In that event, we do not pay out if the driver had a higher blood alcohol level than 0.2 g/l when the damage event occurred. Or if the driver had an alcohol level higher than 0.088 mg/l in exhaled breath.
- l. if, after the damage event, the driver refuses to cooperate with an alcohol test or other test to measure the level of alcohol, medication or drugs in his body. Or if he withdraws from such a test or examination.
- m. as the result of freezing or other influences that take effect gradually;
- n. as the result of decrease in value or wear and tear;
- o. to the mechanism as the result of inexpert use;
- p. to the Lessee's property being transported with the Motor vehicle.

### **Clause 5 Obligations in the event of damage**

- a. In the event of damage, the Lessee is obliged to:
  - report the damage to the Lease company within 48 hours and provide all the necessary details;
  - at the Lease company's request, submit to the Lease company a written statement concerning the cause, circumstances and size of the damage;
  - in the event of theft, burglary or vandalism, file a police report and hand over to the Lease company the registration certificate and keys;
  - cooperate fully and energetically with the loss adjustment and refrain from doing anything that could harm the Lease company's interests.
 No compensation will take place if the Lessee has failed to comply with one of these obligations and has consequently harmed the Lease company's interests.
- b. There is in any event no longer any right to compensation if the damage is not reported within 3 years after the damage has occurred.

### **Clause 6 Excess and costs**

The loss experience could constitute cause for the Lease company to increase the excess and/or lease rate as contained in the lease contract.

### **Clause 7 Term and end**

The cover as described in these General Terms and Conditions coincides with the term of the lease contract. The cover starts when the lease contract begins and ends at the moment the lease contract expires.

### **Clause 8 Casco cover**

Without prejudice to the exclusions described in clause 4, compensation is paid out for damage to and loss of the Motor vehicle as the result of:

- a. every external contingency, such as, for instance, collision, crash, fire, vandalism and theft, and
- b. crash, collision, fire, explosion and short-circuit caused by a defect in the Motor vehicle.

### Clause 9 Excess

1. In the event of damage, an excess is owed, unless the damage caused is compensated in full by third parties.
2. The height of the excess is indicated in the lease contract (order confirmation and contract specification) for the Motor vehicle.
3. If the driver is younger than 24 years old at the time of the accident, an additional excess of EUR 65 applies (windshield damage excluded).
4. In the event of windshield repair (resin injection), no excess is owed.
5. If the windshield must be replaced, an excess of EUR 65 applies.

### Clause 10 Theft and break-in

If the Motor vehicle is broken into and/or stolen, compensation is only paid out if the Lessee has observed the usual level of care. The Motor vehicle must always have been properly locked and no valuable items may have been left in view. Compensation is only provided in the event of theft if all keys and spare keys to the Motor vehicle are handed over to the Lease company.

### Clause 11 Loss adjustment

Damage repairs must be carried out by a repairer designated by the Lease company. The Lease company must be informed in advance about a proposed repair to the Motor vehicle. No permission is required for emergency repairs.

### Clause 12 Damage compensation

- a. in the event of damage to the Motor vehicle, only the repair costs are compensated, but no more than the book value of the Motor vehicle immediately prior to the damage occurring, less the residual value (total loss);
- b. in the event of the loss of the Motor vehicle, the book value of the Motor vehicle immediately prior to the damage occurring is compensated;
- c. if parts are stolen from the Motor vehicle, the degree and duration of use of those parts will be taken into account in the damage compensation;
- d. any costs for replacing the registration plate will be compensated;
- e. in the event of damage to installed accessories reported to the Lease company but not belonging to the standard equipment, a depreciation rate of 2.5% per month applies;
- f. in the event of theft of or damage to audio systems, a maximum of EUR 500 excluding VAT is compensated. In the event of theft of or damage to navigation systems, a maximum of EUR 2,500 excluding VAT is compensated.
- g. accessories installed by the Lessee, not being radar detection equipment, are compensated up to an amount of EUR 500, excluding VAT. Before compensation is provided, an original invoice for the accessory must be submitted.
- h. damage compensation is exclusive of VAT, unless the VAT is not deductible and the cost calculation is based on a value of the Motor vehicle including VAT.