



**GREENVAL INSURANCE**  
BNP PARIBAS GROUP

## **ANCILLARY INSURANCE**

**Legal Expenses**

**Occupant Insurance (SVI) (POI)**



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## I GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

In these General Terms and Conditions the following terms have the meaning given to them below:

**"Motor Vehicle"** means:

- (a) the vehicle, the mark and type of which is stated on the Policy Schedule, including any extra parts and Accessories added by the manufacturer of the Motor Vehicle, intended for the transport of persons, not including motorcycles;
- (b) the replacement vehicle owned by a person other than the Policyholder or the Insured and similar to the vehicle described in the Policy Schedule, which is temporarily unavailable due to repair or servicing, as from the first day of replacement and to the extent that no cover exists under any other insurance policy, or would not exist if this insurance did not exist, whether or not of an older date; the rental costs of the replacement Motor Vehicle are not included;
- (c) the trailer coupled to the vehicle or that is decoupled or has become detached from the vehicle, for as long as it has not come to a stationary position outside traffic; and/or
- (d) loads on, in or attached to the vehicles or trailer mentioned in (a) and (b) above, or that has fallen from them.

**"Insurer"** means Greenval Insurance DAC, an insurance company incorporated and regulated under the laws of Ireland;

**"Insured"** means the Policyholder, unless otherwise stated in the Special Terms and Conditions and/or the Policy Schedule.

**"Policyholder"** means the party who has taken out the insurance policy with the Insurer.

**"Special Terms and Conditions"** means the special terms and conditions that are in addition to these General Terms and Conditions in respect of Legal Expenses the Occupant Insurance (POI), or the Occupant Insurance (SVI) whichever chosen insofar as they have been underwritten by the Policyholder.

The **"Leasing Company"** is ARVAL BV, the company that has entered into an operational lease with the Insured and has its registered office at Duwboot 10, 3591 CD Houten, the Netherlands.

The "Claims Handler" is Van Ameyde Benelux Einsteinlaan 20, 2289CC Rijswijk (ZH). They can be contact by email: [greenval@vanameyde.com](mailto:greenval@vanameyde.com) or by Telephone: +31 70 413 73 00

Where in these Conditions male pronouns are used, these refer to both men and women.

### 2. GENERAL AND SPECIAL TERMS AND CONDITIONS

Where there is a conflict between the Special Conditions and the General Conditions, the Special Conditions prevail.



**3. BASIS**

3.1 The basis for the insurance policy is formed by:

- (a) the data disclosed by the Policyholder;
- (b) the Policy Schedule issued by the Insurer.

**4. CHANGES IN RISKS**

This insurance is based on the facts and circumstances as known at the time of concluding this insurance policy, including the data disclosed by the Policyholder.

The Insured is obliged to notify the Insurer of any change that would alter the risk and of any change in the use of the Motor Vehicle. The Insured is required to do so as quickly as possible and within one month at the latest.

Alteration of the risk includes at least:

- (a) garaging the Motor Vehicle abroad;
- (b) change in the Insured's place of residence;
- (c) change of regular driver;
- (d) change in the number of kilometres driven annually with the Motor Vehicle;
- (e) addition of Accessories.

In these instances the Insurer may revise the premium, stipulate one or more restricting provisions or, if appropriate, terminate the insurance policy,. Whether there is an alteration of risk is decided by the Insurer.

**5. TERRITORIAL SCOPE**

This insurance policy is valid in the green card countries, and in the European countries, unless the Policy Schedule provides otherwise. The insurance policy is also valid during all forms of transport of the Motor Vehicle in or between the countries included in the territorial scope.

**6. GENERAL GROUNDS FOR EXCLUSION**

Excluded from cover under this insurance policy are:

- (a) Intentional Damage  
Damage that is the intended or certain consequence for the Insured of his acts or omissions (including recklessness).
- (b) Damage Caused by Reason of alcohol, intoxicating substances, stimulants, or physical or mental state



Damage caused while the driver of the Motor Vehicle was under the influence of alcohol, intoxicating substances or stimulants, or in such a physical and/or mental state at the time of the event that he could not be deemed to be capable to properly drive the Motor Vehicle, or would have been prohibited from driving by law or as a result of a conviction. The Insurer is entitled to equate the refusal by the driver or authorised driver to take a breath, urine or blood test with an admission of liability as to driving under the influence of alcohol, intoxicating substances, stimulants, physical and/or mental state.

(c) Damage by reason of theft or act of violence

Damage that is the result of the liability of persons who have gained control over the Motor Vehicle by theft or force or of those who, knowing this to have been the case, have used the Motor Vehicle without valid reason.

(d) Objects or animals that are transported with the Motor Vehicle

Damage to the Motor Vehicle caused by objects or animals that are transported with it and damage to objects or animals that are transported with the Motor Vehicle or trailer that are the property or in the possession of the Insured.

(e) Absence of interest

Damage caused after the Policyholder has ceased to have any interest in the Motor Vehicle and the Motor Vehicle is no longer in his control.

(f) Multiple insurance policies

Damage insured under any other insurance policy, or that would be insured if this insurance policy had not existed.

(g) Acts of war

Damage or an event caused by or due to armed conflict, civil war, insurrection, domestic unrest, riot, or mutiny of members of any armed force. This shall include damage or an event caused during the time that the Motor Vehicle was commandeered or used pursuant to a decision of a Dutch or foreign government.

(h) Nuclear reactions

Damage or an event caused by, occurring in the event of, or arising from nuclear reactions, radioactive substances or ionising radiation, irrespective of how these reactions occurred.

(i) Damage by Reason of Unauthorised Rental/ Hire /Use of Motor Vehicle

Damage or an event caused while the Motor Vehicle is rented out or used for the paid transport of people or goods.

(j) Damage caused by use of the Motor Vehicle in competition

If the Motor Vehicle is used for training purposes or participating in speed or skills races or competition. The insurance does not provide cover for driving on a circuit.



The insurance does provide cover for participating in orientation rides:

- (i) that take place in their entirety in the Netherlands;
- (ii) that do not last longer than 24 hours; and
- (iii) the result of the damage is not determined by speed.

(k) Modifications or other use of the Motor Vehicle.

Damage or an event caused while the Motor Vehicle:

- (i) is modified, as a result of which the risk increases;
- (ii) is used for purposes other than those stated on the Policy Schedule; or
- (iii) is used for a purpose that is illegal.

(l) Airports

Damage at the location of or an event occurring at an airport, except for those places that are open to the public or intended for the delivery of goods. Damage that directly or indirectly involves aircraft is excluded from the insurance cover.

(m) Damage to Special-Purpose vehicles

Damage to special-purpose vehicles, which category specifically includes:

- (i) vehicles driven on tracks or by way of air cushions;
- (ii) vehicles the use of which is not restricted to land use;
- (iii) vehicles having ten seats or more, omnibuses and trams;
- (iv) vehicles designed or modified for military use;
- (v) vehicles used by emergency services;
- (vi) vehicles that are fitted out for:
  - transport of explosives, e.g. nitro-glycerine, dynamite, etc.;
  - bulk transport of combustible liquids;
  - transport of chemical substances, gases, or liquids, irrespective of their form;
  - paid passenger transport;
  - short-term rental (with the exception of replacement vehicles);
  - transport of machinery and tools off the public road.

(n) Material Non-disclosure



Damage caused by an event in respect of which the Policyholder and/or the Insured intentionally withholds facts, omits to state circumstances or makes false representations regarding the damage.

(o) Non-compliance

If the Policyholder and/or the Insured fails to comply with the obligations mentioned in or arising from the General and/or Special Terms and Conditions and the Insurer is prejudiced in its legitimate interests.

(p) Retroactive effect

Damage that is caused by an event that took place before the inception of the Policy.

**7. EXCLUSION OF TERRORISM RISK**

Damage, accidents, liability and legal assistance resulting from acts of terrorism, malicious contamination and/or preventive measures, and acts or conduct in preparation are excluded from the General and Special Conditions.

**8. OBLIGATIONS IN CASE OF LOSS**

**8.1 Measures to prevent or mitigate damage**

As soon as the Policyholder or the Insured is aware of the manifestation or the imminence of a risk, to the extent that he is able to do so, to take all reasonable measures, that may result in preventing or mitigating the damage.

**8.2 Compensation of preventive measures**

The Insurer shall compensate all expenses for measures taken during the term of the insurance policy by or on behalf of the Policyholder or an Insured that are reasonably required to avert the immediately threatening risk of damage for which – if the damage occurs – the insurance policy provides cover, or to mitigate that damage. Claims for these expenses shall be paid up to the insured sum.

**8.3 Sanctions**

The Insurer may deduct the loss it suffers due to the fact that the Policyholder or the Insured fails to comply with his obligations under article 8.1 from the payable claim.

**8.4 Reporting obligation**

The Policyholder and/or Insured is obliged:



- (a) to report to the Insurer as soon as possible to Arval or claims handler, but within two (14) days at the latest after he has become aware of damage which is covered under these General and/or Special Conditions;
- (b) to fully cooperate with the Insurer and to refrain from doing anything that may prejudice the Insurer's interests;
- (c) to submit to the Insurer as soon as possible, but within two (3) days after receipt thereof, all documents he receives in respect of the damage, including claims for liability, writs of summons, etc. The Insured/Policyholder shall not respond to any such documents but shall instead forward the documents to the Insurer;
- (d) to report any theft or attempted theft, misappropriation, joy-riding or fraud immediately to the police. Copy of the report must be forwarded to the Insurer, intermediary, or claims assessor within two (3) days after receipt thereof;
- (e) to refrain from accepting or rejecting liability or from paying any compensation, in any form whatsoever. Only the Insurer shall be entitled to do so. All decisions as to liability, compensation and matters concerning the handling of any claim are to be dealt with by the Insurer. Only the Insurer may conduct a defence against claims, pay advances, reach settlements or agreements, etc.

#### 8.5 Sanctions

No rights may be derived from this insurance policy in the event that the Policyholder and/or the Insured fails to comply with one or more of the obligations of article 8.4 and the interests of the Insurer are prejudiced as a result.

Any entitlement to indemnity shall lapse if the Policyholder, the Insured, fails to comply with the obligations of article 8.4, with the intention to wilfully mislead the Insurer.

#### 9. PAYMENT OF CLAIMS

The Insurer shall pay the claim within 14 days after receipt of all necessary information on the basis of which it is able to decide that an insured event has occurred within the scope of this insurance policy.

#### 10. PAYMENT OF PREMIUM

The Policyholder shall pay all amounts he owes that the Insurer bills him for as per the due date of the premium in advance, or, if another date is stated, before that date. The premium is indicated in your master lease agreement and it is collected in your monthly lease instalments.

If the Policyholder fails to pay within 14 days after the first demand he is no longer entitled to cover under the insurance policy for any damage that has occurred after these fourteen days, without further notice of default. The Policyholder shall nevertheless be obliged to pay all amounts due, plus collection costs and statutory interest, if any. The cover shall be reinstated 24 hours after the Insurer has received the sum due plus the compensation of the costs incurred, if any. There shall be no entitlement to compensation for any damage that has occurred during the period between 14 days after the first demand and the moment when the cover is reinstated.





If, after taking out the insurance policy, the Policyholder fails to pay the first premium due within the stipulated period, or if the Insurer is forced to conclude from a notification of the Policyholder that the latter will not comply with his payment obligations, no cover shall be provided.

**11. TERM OF THE INSURANCE**

The insurance policy is initially concluded for a period ending on the next due date as stated on the Policy Schedule, subject to the right of either party to terminate the insurance policy as per the next due date by giving 2 months' notice. If neither party terminates the insurance policy prior to the next due date, the insurance policy shall be (tacitly) renewed, each time for a period of 12 months and only after confirmation from the Insurer prior to the renewal period. After a renewal period, the Policyholder/ Insured is entitled to terminate the insurance policy by giving one month notice. [After a renewal Insurer shall be entitled to terminate the agreement by giving two months' notice].

**12. END OF THE INSURANCE**

**12.1 Termination by the Policyholder**

The Policyholder may terminate/ cancel the insurance:

- (a) Within 14 days as of conclusion of the contract (i.e. cancellation period);
- (b) as per the next leasing contract expiry date;
- (c) until 1 month after the settlement of a claim, subject to a notice period of at least 2 months.
- (d) if the Insurer fails to comply with his obligations under this insurance policy;
- (e) by exercising its rights referred to in article 11.

A notice of termination shall be given in writing, which also includes email.

**12.2 Termination by the Insurer**

The Insurer may terminate the insurance:

- (a) as per the next leasing contract expiry date;
- (b) until 1 month after the settlement of a claim, subject to a notice period of at least 2 months;
- (c) if the Policyholder fails to comply with his obligations under the insurance policy;
- (d) if the Motor Vehicle is used for purposes other than disclosed to the Insurer; and
- (e) by exercising its rights referred to in article 11.

**12.3 End of the insurance by operation of law**

The insurance policy ends by operation of law if:

- (a) the Policyholder moves residence outside the Netherlands;



- (b) the Motor Vehicle is usually garaged abroad or has a registration number other than a registration number issued in the Netherlands
- (c) death of the Policyholder / Insured.

#### 12.4 **Transfer of insurance**

This insurance policy is ancillary to the Lease Agreement whereby the Motor Third Party Liability and Motor Own Damage cover for the Motor Vehicle are taken out by the Leasing Company.

#### 12.5 **Premature termination**

In the event of premature termination of the insurance policy, other than due to bad faith on the part of Policyholder, the Insurer shall refund the Policyholder the premium proportionally to the period during which the insurance policy is no longer in force, in the following instances:

- (a) If the Insured terminates the lease before the expiry of the lease;
- (b) if the insurance ends by termination by the Insurer;
- (c) if the insurance ends because the domicile of the Policyholder is other than in the Netherlands
- (d) if the insurance ends because the Motor Vehicle is usually garaged outside the jurisdiction or has a registration number other than a registration number issued in the Netherlands;
- (e) if the Policyholder dies;

if after settlement of a claim based on total-loss, and no replacement motor vehicle is offered for insurance, the premium shall be refunded in respect of the period that the insurance is no longer in force.

The premium shall be refunded as from the date of notification. In respect of Motor Vehicles for which the Insurer has issued an insurance plate and certificate of insurance, the premium shall only be refunded after these have been returned.

### 13. **REVISION OF PREMIUM AND OF THE TERMS AND CONDITIONS**

The Insurer may revise the premiums and/or the Terms and Conditions either in their entirety or part thereof. Such revision shall come into effect for each insurance policy concerned as from a date to be determined by the Insurer. The Insurer shall notify the Policyholder thereof in writing. The Policyholder shall be entitled to refuse the revision until 1 month after notification from the Insurer. If the Policyholder exercises this right, the insurance shall end as per the date stated by the Insurer in the notification. If the Policyholder does not exercise this right, he is deemed to have accepted the revisions.



14. **GOVERNING LAW COMPLAINTS AND DISPUTES**

This insurance policy is governed by the law of the Netherlands. Any complaints and disputes regarding the mediation, conclusion and execution of this insurance policy may be submitted to:

**Greenval Insurance DAC**

The Anchorage  
17-19 Sir John Rogersons Quay  
Dublin 2 – Ireland, D02 DT18  
(T)+353 1 612 5600  
(F) (353)-1-612 5601  
[info@greenval-insurance.ie](mailto:info@greenval-insurance.ie)

If the Policyholder is unable to accept the decision of Greenval Insurance, he may apply to:

**Stichting Klachteninstituut Financiële Dienstverlening  
(Complaints Handling Institute for Financial Services)**

Postbus 93257  
2509 AG Den Haag  
(T) 0900 – 3552248  
[www.kifid.nl](http://www.kifid.nl)

A Policyholder who does not want to avail themselves of the offered possibilities for complaints mediation, or who believes that the hearing, or the outcome of the hearing, is unacceptable to them, may subject the dispute to the competent court in the Netherlands, unless the law or international treaties mandatorily provide otherwise.

In the event that the dispute is about the amount of the claim, the Policyholder may themselves appoint an expert. If this expert and the expert appointed by the Insurer fail to reach agreement, they will appoint a third expert in mutual consultation. This third expert shall bindingly determine the amount of the claim. Each of the parties shall bear the costs of his own expert; the costs of the third expert shall be borne by the parties equally.

15. **NOTIFICATIONS**

All notifications the Insurer sends to the Policyholder shall be duly made if sent to the last address of the Policyholder known to the Insurer.

16. **DATA PROTECTION / PERSONAL DATA REGISTRATION**

Where the insurer collects personal data under this insurance contract, the insurer qualifies as a data controller within the meaning of the General Data Protection Regulation (REGULATION (EU) 2016/679 ("GDPR")). The Insurer processes personal data in accordance with the data protection notice available on the website. The data protection notice contains more information about which personal data the insurer can use, for what purposes, with whom the data can be shared, how long the data is stored and the rights and how these can be exercised. Questions about the protection of personal data can be sent by letter or email to the following address:



**Greenval Insurance DAC**

The Anchorage  
17-19 Sir John Rogersons Quay  
Dublin 2 – Ireland, D02 DT18  
[Privacy@greenval-insurance.ie](mailto:Privacy@greenval-insurance.ie)

The insurer is entitled approach the Stichting CIS in Zeist in order to exchange the data of the policyholder in connection with a responsible acceptance policy, the management of risks and the fight against fraud. On the website of this foundation ([www.stichtingcis.nl](http://www.stichtingcis.nl)) their data protection declaration can be consulted.

## 16.2 DATA SUBJECTS RIGHTS PRIVACY FORM

You can access the Greenval Data Protection Notice & Privacy Form on our website at the following link:

<https://www.greenval-insurance.com/greenval-data-protection-notice>

## II SPECIAL TERMS AND CONDITIONS LEGAL EXPENSES

### 17. DEFINITIONS

In these Special Terms and Conditions the following terms have the meaning given to them below:

**"Insured"** means:

- (a) the Policyholder;
- (b) the driver and the authorised driver of the Motor Vehicle;
- (c) the persons who are transported with the Motor Vehicle;
- (d) an Insured's employer, if the employer is liable, under Section 6:170 of the Dutch Civil Code, for the acts of his employees.

The insurance policy is only applicable to the financier and the employer if:

- (i) the Insured themselves have a claim to compensation under the insurance policy;
- (ii) if and to the extent that no other insurance policy provides cover or would have provided cover if this insurance policy did not exist.

**"Trailer"** means a tour caravan, collapsible trailer, boat trailer, luggage trailer or any other object that, in accordance with Section 1 of the W.A.M., is equated with a trailer.

**"Legal Expenses"** means conducting an investigation into the legal consequences of any incident which the Insured has reported as being for the expense of the Insurer and offering advice in this respect or, as the case may be, taking any necessary (legal) measures or having these taken, unless the chance of attaining the intended result is too low.



"**Legal Expenses Claims Handler**" means the Legal Expenses Claims Handler which the Insurer has engaged to handle and assess claims reported by the Insured. The Insurer guarantees that the obligations detailed in the conditions shall be fulfilled by the Legal Expenses Claims Handler.

**18. COVER**

**18.1 Legal Expenses in third-party liability procedures**

(a) Legal Expenses Claims Handler

For the execution of the insurance cover, the Insurer has exclusively appointed the Legal Expenses Claims Handler.

Should the Legal Expenses Claims Handler deem it necessary to call in the assistance of a lawyer or other external expert for matters detailed in the policy, only the Legal Expenses Claims Handler shall be entitled to give this instruction.

(b) The right to claim Legal Expenses

The insurance offers the Insured the right to claim Legal Expenses if, during the insurance term an incident as a result of an accident occurs which creates a legal problem for the Insured.

(c) Incident

An incident is defined as any unexpected event which could not reasonably have been foreseen at the time of the conclusion of the insurance. A series of associated events shall be regarded as a single incident, and shall be deemed to have occurred at the time of the first event in the series.

(d) Scope of the cover

Regarding incidents in which the Insured is involved as either the driver or a passenger of the Motor Vehicle, Legal Expenses shall only be provided in matters concerning:

(i) Legal Redress for Material Damage

That is when the Insured wishes to make a claim for compensation for material damage against a legally liable third party.

(ii) Comprehensive Legal Expenses

In addition to legal redress for material damage related to an accident, cover shall be provided in matters concerning:

(1) Legal redress for Injury

That is when the Insured wishes to make a claim for compensation for injury against a legally liable third party.

(2) Legal Expenses in legal disputes



That is when the Insured wishes to be assisted in disputes regarding a claim from a third party against the Insured as a result of an accident.

That is when the Insured wishes to be assisted in disputes regarding compensation as a result of an accident, provided the agreement was entered into in the Netherlands.

(3) Legal Expenses in criminal proceedings

That is when the Insured wishes to be assisted in criminal proceedings or in a criminal investigation instituted against him/her arising from any insured incident and in any associated matters resulting in measures being taken against him/her.

(4) Representation of interests

That is when the Insured wishes to have his/her interests represented in respect of government measures directed against him/her personally regarding the seizure of his/her driving licence or the confiscation of the Motor Vehicle.

(e) Specific exclusions

The Insurer shall not be obliged to provide Legal Expenses and/or reimburse costs:

- (i) if a lawyer or other expert is brought in by the Policyholder without the Legal Expenses Claims Handler having given prior permission or having been consulted;
- (ii) in respect of commitments resulting from guarantees, novation, assignment, indemnity or subrogation;
- (iii) in respect of fiscal issues, such as disputes in respect of tax law, fees and excise duties;
- (iv) if the driver, during the time of the incident:
  - (1) was not in possession of a legally prescribed, valid driving licence for the Motor Vehicle;
  - (2) had been banned from driving;
  - (3) had not yet attained the legal age prescribed to drive the Motor Vehicle;
- (v) for damage suffered by any paying or non-paying passengers in a bus equipped to transport more than eight persons, excluding the driver.

The provisions under 'e' of this article shall not apply to the Insured if he/she can demonstrate that the circumstances occurred without his/her knowledge and against his/her will and that, in relation to these circumstances, no blame can reasonably be attributed to him/her.



(f) Handling the case and the obligations of the Insurer/ the Legal Expenses Claims Handler:

(i) Internal and external experts

The Legal Expenses shall be provided by experts employed by the Legal Expenses Claims Handler, or by external experts if the Legal Expenses Claims Handler deems this desirable and/or necessary. As external experts may be appointed lawyers and other experts in the relevant field who, pursuant to the applicable rules regarding the right to bring proceedings in the (potential) legal or administrative procedure, are entitled to provide the necessary Legal Expense.

(ii) Disputes between insured parties

In respect of the provision of Legal Expenses, the Insured has the right to choose an external expert if both the Insured and the Insured's opposing party have a right to claim Legal Expenses from the Insurer/ the Legal Expenses Claims Handler for the handling of a dispute which has arisen between them and has been reported to the Insurer/ the Legal Expenses Claims Handler.

(iii) Instruction to external experts

Instructions to an external expert on behalf of the Insured may only be given by the Legal Expenses Claims Handler.

(iv) External experts within the Netherlands

Should the matter relate to a case in which the courts of the Netherlands have authority, the only experts to be considered eligible shall be those who are registered in the Netherlands and also have offices in the Netherlands.

(v) External experts abroad

Should the matter relate to a case in which a foreign court has authority, only external experts registered in the jurisdiction of the relevant foreign court shall be considered eligible.

(vi) An external expert

The Insurer/the Legal Expenses Claims Handler shall never be obliged to employ more than one external expert in order to provide or continue to provide Legal Expenses , simultaneously or consecutively, at its own expense.

(vii) Payment agreements with external experts

The Insurer/the Legal Expenses Claims Handler shall not be bound by any payment arrangements which an Insured has agreed with an external expert.

(viii) Liability for external experts

The Insurer/the Legal Expenses Claims Handler shall not be liable for any damage arising as a result of or in connection to a case being handled by an external expert.



(g) Insured costs of Legal Expenses

(i) Insured costs and amounts (up to a maximum of € 50,000)

Costs for the account of the Legal Expenses Claims Handler include:

- (1) the costs of advice and handling of cases by the Legal Expenses Claims Handler's own experts;
- (2) the costs of a lawyer or other external expert brought in by the Legal Expenses Claims Handler and of any measures taken on their instruction in consultation with the Legal Expenses Claims Handler;
- (3) the costs of witnesses, to the extent these are designated by the court;
- (4) the legal costs of the Insured and the third party, to the extent that by virtue of a final judgement these costs are for the account of the Insured;
- (5) the costs of enforcing a judgement, for a maximum of five years of the judgment becoming final;
- (6) any essential travel and accommodation costs incurred by the Insured if his/her personal appearance in a law court is ordered or urgently requested.

The insured costs and amounts of Legal Expenses shall be reimbursed by the Legal Expenses Claims Handler to the extent these cannot be recovered from any liable third party. Any (external) costs which on the basis of a contractual or statutory provision can be recovered, settled or reimbursed by a third party shall only be advanced by the Legal Expenses Claims Handler.

Should, in respect of damage suffered, the Insured have claims, other than by virtue of the insurance, for compensation from third parties, these claims revert by way of subrogation to the Legal Expenses Claims Handler to the extent, either obligatory or not, that it compensates for the damage. Once such a risk has manifested itself, the Insured must refrain from any form of behaviour which could prejudice the rights of the Insurer vis-à-vis these third parties.

The claim which the Legal Expenses Claims Handler has obtained by way of subrogation or transfer may never be exercised to the detriment of the Insured's right to compensation.

(ii) Insignificant financial interest

If the Insurer/the Legal Expenses Claims Handler is of the opinion that the financial interest cannot justify the costs to be incurred, it is entitled, instead of providing (further) Legal Expenses, to offer the Insured a sum of money equal to the financial amount.

(iii) Partial cover





If a legal problem partially falls within the scope of the cover of the insurance, the costs associated with the Legal Expenses provided shall be reimbursed by the Legal Expenses Claims Handler pro rata.

(iv) Reimbursement related to the interests of independent third parties

In any action taken by one or more insured parties in which other independent third parties have a direct interest; the Legal Expenses Claims Handler shall only reimburse each insured party the costs of Legal Expense in proportion to the number of interested parties.

(v) Order to pay costs, opposing party

If in the event of legal proceedings, arbitration or a binding third-party ruling, the opposing party is ordered to reimburse the costs, the amount of these costs shall be for the benefit of the Legal Expenses Claims Handler, to the extent these were for the account of the Legal Expenses Claims Handler.

(vi) Intentional criminal acts

If the Insured is charged, or jointly charged, with intentionally committing a criminal act, the costs of Legal Expenses shall only be reimbursed if no sentence is passed for intent. Until the judgment has become final, the Insurer shall not be obliged to reimburse any costs.

(vii) VAT

If the Insured is able to off-set any VAT against the VAT he/she is owes, this amount shall not be eligible for reimbursement.

(viii) Reimbursement from elsewhere

If the Insured is able to apply for the reimbursement of the costs of Legal Expenses from another source on the grounds of a final judgment or on the grounds of statutory provisions, as laid down in articles 591 and 591a of the Code of Criminal Procedure (*Wetboek van Strafvordering*), these costs shall not be eligible for reimbursement by virtue of this insurance. If necessary, the Insurer shall advance these costs. The Legal Expenses Claims Handler shall assist the insured when the advanced costs of Legal Expenses are being reclaimed or recovered.

(h) Penalties

The costs of Legal Expenses do not include any monetary penalties, fines or penal sums imposed on the Insured.

(i) Cover for limited means

Should the Insured suffer damage to his/her personal belongings which:

- (i) cannot be recovered from a liable third party due to that party's limited means; and



- (ii) is caused in the Netherlands by a third party residing in the Netherlands; and
- (iii) cannot be compensated for in any other way,

the Legal Expenses Claims Handler shall pay compensation for this damage up to a maximum of € 500.00 per incident.

(j) Security

If, in relation to an insured incident as referred to in the conditions, a foreign government should require security for:

- (i) the release of the Insured, or
- (ii) the lifting of an attachment on the Motor Vehicle

the Legal Expenses Claims Handler shall advance a maximum amount of € 10,000 for each incident, provided this security cannot be obtained by virtue of agreements with other parties. The Insured is obliged to give the Legal Expenses Claims Handler authority over the security as soon as it is released and to cooperate in every way to ensure repayment of the security.



(k) Disputes

If the Insured and the Legal Expenses Claims Handler have a difference of opinion in respect of the course of conduct to be followed during the handling of a legal problem, in respect of which the Insured can claim Legal Expenses, this difference of opinion shall, at the expense of the Insurer, be submitted for decision to a lawyer chosen by the Insured. The Legal Expenses Claims Handler shall send documentation of which both parties have taken cognizance to the lawyer who, on the basis of such, shall determine his/her point of view and issue a reasoned written response to the Insured and the Legal Expenses Claims Handler. If the lawyer upholds the opinion of the Insured, the case shall continue to be dealt with in accordance with the judgment. If the lawyer fails to uphold the opinion of the Insured, the Insured may take up the case himself/herself. Should the insured subsequently achieve the result he/she intended, the Legal Expenses Claims Handler shall reimburse the costs of Legal Expenses incurred by the Insured, to the extent these were for the account of the Insured.

Any other disputes which may arise as a result of the interpretation and application of these (Special) Terms and Conditions can be submitted to the competent court within 6 months of the Legal Expenses Claims Handler having made its point of view known. If the Insured is definitively decided in favour of, either wholly or partially, all reasonable costs incurred shall be for the account of the Legal Expenses Claims Handler.

(l) Notification

If an Insured wishes to claim under this policy he/she shall submit a request thereto to the Legal Expenses Claims Handler as soon as possible after the incident - which constituted the cause for the need of Legal Expenses - has occurred. If the Insured submits his/her request more than 1 year after the occurrence of the incident, his/her right to Legal Expenses will lapse, provided that the Insurer is prejudiced in its legitimate interests.

19. **SPECIAL GROUNDS FOR EXCLUSION**

Excluded from cover under this insurance policy are:

19.1 **General Exclusion**

All exclusions mentioned in article 6 and 7 of the General Conditions.

19.2 Special Exclusions

Damage Incurred While No valid driving licence held

Damage that has occurred while the driver of the Motor Vehicle did not have a legally valid driving licence for driving the Motor Vehicle in the Netherlands, or was disqualified from driving, or failed to comply with any requirements under or pursuant to the law with respect to the use of the Motor Vehicle.

This exclusion does not apply:



- (i) if the validity of the driver's license had not expired more than 12 months prior to the moment when the damage occurred due to the fact that he failed to timely renew the driving licence;

if, after having successfully taken his driving test, the driver has not yet received the statutory driving licence

## 20. PAYMENT OF CLAIMS

Only the Insured as defined in article 17 hereof may submit a claim under this insurance policy.

### 20.1 Concurrence with other insurance policies

If the damage that is covered hereunder is also covered under one or more other insurance policies, whether or not of an earlier date, or if the damage would have been covered if this insurance had not existed, this insurance policy is only valid as excess on top of the cover that is or will be provided under the other insurance policy(ies), irrespective of whether these other insurance policies include a concurrence clause.

## 21. END OF THE INSURANCE

### 21.1 Termination of the insurance by the Insurer

The insurance ends by written termination by the Insurer:

- (a) as per the end of the term of validity mentioned on the Policy Schedule, subject to a term of notice of 2 months;
- (b) within one month after a claim is submitted or the Insurer has paid or rejected a claim, subject to a term of notice of 2 months, unless the insurance is terminated due to intent on the Insured's part to mislead the Insurer;
- (c) if the Policyholder fails to timely pay the premium due; if a follow-up premium is not timely paid the insurance will not be terminated until the Insurer has demanded payment from the Insured and the Insured has failed to make such payment within 14 days;;
- (d) within 2 months after it is discovered that the Policyholder has failed to comply with his disclosure obligation when taking out the insurance and the Policyholder has acted with the intent to mislead the Insurer.

### 21.2 Termination of the insurance by the Policyholder

The insurance ends by written termination by the Policyholder:

- (a) as per the end of the term of validity mentioned on the Policy Schedule, subject to a term of notice of 2 months;
- (b) within 1 month after a claim is submitted or the Insurer has paid or rejected a claim; the term of notice is 2 months;



- (c) within 1 one month after having received a notification from the Insurer that the premium and/or Terms and Conditions have been revised to the detriment of the Insured;
- (d) within 2 months after the Insurer has denied payment based on non-compliance with the disclosure obligations upon taking out the policy.

**22. LIMITATION PERIOD**

- (a) Any right of action against the Insurer for payment of a claim ends upon expiry of a period of 3 years after the start of the day following the day on which the party entitled to the claim became aware that it had become payable.
- (b) A limitation period will be interrupted by written notification, in which payment is claimed. A new limitation period commences as from the day following the day on which the Insurer either recognises the claim, or unequivocally rejects the claim by registered letter, stating, also unequivocally, the consequences mentioned under c.



### III SPECIAL TERMS AND CONDITIONS OCCUPANT INSURANCE (POI)

#### 23. DEFINITIONS

In these Special Terms and Conditions the following terms have the meaning given to them below:

**"Insured"** means the occupants of the Motor Vehicle, including the driver, to the extent that they:

- (a) Drive or are driven by the Motor Vehicle;
- (b) are in the process of getting in or out of the Motor Vehicle;
- (c) carry out or assist in carrying out an emergency repair to the Motor Vehicle during a trip by the side of the road;
- (d) are at a service station for filling up with fuel.

**"Beneficiary"** means the party to who the insured sum is to be paid.

**"Permanent Disability"** means permanent full or partial loss of function of any part or organ of the Insured's body.

**"Accident"** means a sudden, external act of violence occurring independent of the will of the Insured during the term of the insurance, having an immediate impact and that is the direct and sole cause of his death or physical disability, provided that the nature of the injury can be objectively medically determined.

#### 24. COVER

##### 24.1 Accidents

Insured is the risk of Accidents, solely occurring to the insured persons of the Motor Vehicle, up to the maximum insured sums as stated therein.

##### 24.2 Cover for damage to clothing

Independent from the insured sums for Accidents this insurance policy also provides cover against the risk of demonstrable damage to clothes, up to a maximum of € 1,000 per Accident involving the Motor Vehicle mentioned on the Policy Schedule, provided that damage is caused by an Accident involving the Motor Vehicle mentioned on the Policy Schedule and whereby the Motor Vehicle itself was simultaneously damaged as well.

If damage is caused to the clothes of one or more insured persons as a result of the Accident, for a total amount that exceeds the insured maximum of € 1,000, the damage suffered by each insured person shall be compensated pro rata to the damage he has suffered in comparison with the total damage and the maximum insured sum.

For each event an excess of € 27 per Insured is applicable.

Clothing shall also be understood to include the other personal belongings of the Insured, excepting money, negotiable instruments, merchandise and sample collections, and objects that form part of the standard equipment or the accessories of the Motor Vehicle.



### 24.3 Maximum number of occupants

With respect to each Accident claims are paid to a maximum of eight Beneficiaries, not counting the driver. If the number of Beneficiaries exceeds the maximum for which the Motor Vehicle can legally transport, the claims, with the exception of the claim that is payable to the driver, are limited to those persons occupying legally permitted seats.

## 25. SPECIAL GROUNDS FOR EXCLUSION

Excluded from cover under this insurance policy are:

### 25.1 General exclusion

All exclusions mentioned in article 6 and 7 of the General Conditions.

### 25.2 Special exclusion

Excluded from cover under this insurance policy are:

- (a) Accidents caused in the execution of, or arising from, or related, to a criminal offence intentionally or with recklessness committed by the Insured to who the Accident occurred, or by someone who has an interest in the claim;
- (b) Injury or death caused by medical treatment undergone by the Insured, unless the treatment is directly related to an insured peril that previously befell the Insured.
- (c) an Accident that occurs while the persons are in or on the Motor Vehicle other than in the legally permitted seats.
- (d) Damage caused while the Motor Vehicle was being processed, maintained or repaired against payment.
- (e) Damage Incurred While No valid driving licence held

Damage that has occurred while the driver of the Motor Vehicle did not have a legally valid driving licence for driving the Motor Vehicle in the Netherlands, or was disqualified from driving, or failed to comply with any requirements under or pursuant to the law with respect to the use of the Motor Vehicle.

This exclusion does not apply:

- (i) if the validity of the driver's license had not expired more than 12 months prior to the moment when the damage occurred due to the fact that he failed to timely renew the driving licence;
- (ii) if, after having successfully taken his driving test, the driver has not yet received the statutory driving licence

## 26. OBLIGATIONS IN THE EVENT OF DAMAGE



### 26.1 Reporting the Accident

The Policyholder is obliged to report an Accident that may result in payment of a claim hereunder to the Insurer, in accordance with article 8 of the General Conditions.

### 26.2 Insured's obligation upon an Accident

- (a) The Insured is obliged to seek medical assistance as quickly as possible after an Accident has occurred and to fully cooperate with his recovery.
- (b) The Insured is obliged to fully and truthfully provide us or a physician designated by us with all desired information.
- (c) The Beneficiary(ies) is/are obliged to grant permission for and to cooperate with all measures we deem necessary in order to determine the cause of death.

### 26.3 Sanctions

The Insurer may refuse to pay a claim if the obligations mentioned in articles 8 and 26 are or will not be complied with.

## 27. PAYMENT OF CLAIMS

Only the Beneficiary as defined in article 23 may submit a claim under this insurance policy.

For each Accident the Insurer pays claims for the Insured perils mentioned in these Terms and Conditions for up to a maximum of 100 percent of the applicable insured sums per Insured.

### 27.1 Payment upon death

- (a) Entitlement to payment

In the event of death an entitlement to payment exists provided that the death is directly and exclusively the result of an Accident as defined in article 23 and the death occurs within 3 years of the Accident.

- (b) Amount of the claim

Upon death the full insured sum is paid, after deducting any payments already made under this policy for permanent loss (of function) or permanent loss of use of body parts or senses.

- (c) Age limit

In respect of insured persons who have not yet reached the age of 16 at the time of the Accident or who have already reached the age of 70 a maximum of € 3,500 per Insured is paid. This limitation is not applicable if the deceased was the breadwinner of the Beneficiaries.

### 27.2 Payment in the event of permanent loss (of function)

- (a) Entitlement to payment





In the event of permanent loss of function or permanent loss of use of body parts or senses, entitlement to payment exists if and to the extent that this loss of function or this permanent loss of use is directly and exclusively the result of an Accident as defined in article 23 and occurred within 2 years of the Accident.

(b) Amount of the claim

In the event of permanent loss (of function) the injured Insured shall receive the following percentages of the insured sum, provided that the total payment shall in no event exceed 100 percent of the insured sum:

(i) In the event of loss of the following body parts:

- arm up to shoulder joint 75 percent;
- arm up to elbow joint 65 percent;
- hand up to wrist joint 60 percent;
- leg up to hip joint 70 percent;
- leg up to knee joint 60 percent;
- foot up to ankle joint 50 percent.

(ii) In the event of permanent full loss (of function) or permanent full loss of use of the following body parts:

- arm up to shoulder joint 75 percent;
- arm up to elbow joint 68 percent;
- arm between elbow and shoulder joint 68 percent;
- arm between wrist and elbow joint 60 percent;
- hand up to wrist joint 60 percent;
- leg up to hip joint 70 percent;
- leg up to knee joint 60 percent;
- been between knee and hip joint 60 percent;
- been between ankle and knee joint 50 percent;
- foot up to ankle joint 50 percent.

(iii) In the event of permanent full loss (of function) or permanent full loss of use of the following body parts or senses:

- thumb 25 percent
- index finger 15 percent
- middle finger 12 percent
- ring finger or little finger 10 percent

(iv) in the event of permanent full loss (of function) of permanent full loss of use of more than one finger of one hand, up to 60 percent of the insured sum is paid.

- big toe 10 percent
- other toes 5 percent



- eyesight in one eye 100 percent
- eyesight in both eyes 100 percent
- hearing in one ear 35 percent
- hearing in both ears 50 percent
- smell and taste 20 percent
- loss of sexual powers, subject to (c) of this article, 25 percent

(v) in the event of the following injuries or combination of injuries:

- total loss of mental capacity or general paralysis, subject to (c) of this article, 100 percent;
- loss of both arms or hands 100 percent;
- loss of both feet and legs 100 percent;
- loss of one arm or hand in combination with one foot or leg 100 percent.

(vi) In the event of a partial loss (of function) of partial loss of use of the body parts or senses mentioned in this article, determined in accordance with generally accepted medical criteria, part of the said percentages shall be paid, pro rata to the degree of that loss (of function). Medical treatment limited to doctors fees and hospital care, medication will be covered up to the limits agreed.

(vii) In the event of permanent loss (of function) or permanent loss of use of body parts or senses of the Insured due to an injury or combination of injuries other than those described above, the percentage of the insured sum that is paid shall be equal to the percentage of permanent loss (of function), as determined in accordance with Dutch guidelines or, if there are no Dutch guidelines available, in accordance with the generally accepted practice in the Netherlands. The profession or activities of the Insured will not be considered in this regard.

(c) Mental affliction

There is no entitlement to payment in the event of loss of the mental or cognitive faculties, except if this is caused, according to generally accepted neurological opinion, by demonstrable organic injury to the central nervous system. Nor is there entitlement to payment in the event of full or partial loss (of function) or full or partial loss of use of body parts or senses, if and to the extent that this loss (of function) or this loss of use is caused by mental disorders.

(d) Existing state of health

If the consequences of an Accident are aggravated by a state of sickness or by the physical and/or mental afflictions of the Insured that already existed prior to the Accident, the amount of the claim paid shall not exceed what would have been paid in the event that the same Accident would befall a person who does not suffer that disease or affliction.

### 27.3 Determining the payment percentage

The payment percentage is determined by the medical advisor of the Insurer on the basis of the final recognised state of the injured Insured, if possible within 2 years of the Accident.



If the Insurer deems a medical expert's examination necessary in order to be able to determine the payment percentage, the Insured shall be obliged to cooperate with such examination. To this end, the Insured shall submit himself to an examination by a physician to be designated by the Insurer or have himself admitted to an institution or clinic to be designated by the Insurer. The medical examination shall take place in the Netherlands. The costs involved shall be for the Insurer's account. The costs will be paid up to and no higher than the limit stated in the agreement.



#### IV SPECIAL TERMS AND CONDITIONS OCCUPANT INSURANCE (SVI)

##### 28. DEFINITIONS

In these Special Terms and Conditions the following terms shall have the meaning given to them below:

**"Insured"** means the occupants of the Motor Vehicle, including the driver, to the extent that they:

- (a) Drive or are driven by the Motor Vehicle;
- (b) are in the process of getting in or out of the Motor Vehicle;
- (c) carry out or assist in carrying out an emergency repair to the Motor Vehicle during a trip by the side of the road;
- (d) are at a service station for filling up with fuel.

**"Beneficiary"** means the party to who the insured sum is to be paid.

**"Accident"** means a sudden, external act of violence occurring independent of the will of the Insured during the term of the insurance, having an immediate impact and that is the direct and sole cause of his personal injury or property damage, provided that the nature of the personal injury may be objectively medically determined.

**"Damage"** means

- (a) Personal injury  
Damage caused by injury or affliction of the health of persons, whether or not resulting in their death, including the damage resulting from it.
- (b) Property damage  
Damage caused by loss of or damage to goods that form part of the private household of the Insured and that are transported with the Motor Vehicle, not being the Motor Vehicle, an accessory, or extra add-on.

##### 29. COVER

- (a) The personal injury or property damage suffered by the Insured's due to an Accident;
- (b) The damage suffered by the dependents, within the meaning of Section 6:108 of the Dutch Civil Code, caused by an Accident in which any of the Insured dies and no exclusion as defined in article 32 of these Special Terms and Conditions applies to this Insured.

##### 30. SPECIAL GROUNDS FOR EXCLUSION

Excluded from cover under this insurance policy are:

###### 30.1 General exclusion

All exclusions stated in article 6 and 7 of the General Conditions.



### 30.2 **Special exclusion**

Excluded from cover under this insurance policy are:

(a) **Seat belts, helmets**

Damage that, in accordance with the criteria of own fault within the meaning of Section 6:101 Dutch Civil Code, may be imputed to the Insured himself due to the fact that the Insured failed to use a seat belt or to properly wear a helmet.

(b) **Social insurances and provisions and labour law**

Damage in respect of which the Insured is entitled to a benefit under a social insurance scheme or provision or under labour law. The amount of the benefit the Insured is entitled to will be deducted from the claim.

(c) **Insurances**

Damage in respect of which the Insured is insured under another insurance policy and under which he may claim rights, or might have claimed rights if this insurance policy did not exist. The amount of the claim to which the Insured is or would be entitled under such insurance will be deducted from the determined claim.

(d) **Maintenance and repair**

Damage caused while the Motor Vehicle was being processed, maintained or repaired against payment.

(e) **Damage Incurred While No valid driving licence held**

Damage that has occurred while the driver of the Motor Vehicle did not have a legally valid driving licence for driving the Motor Vehicle in the Netherlands, or was disqualified from driving, or failed to comply with any requirements under or pursuant to the law with respect to the use of the Motor Vehicle.

This exclusion does not apply:

- (i) if the validity of the driver's license had not expired more than 12 months prior to the moment when the damage occurred due to the fact that he failed to timely renew the driving licence;
- (ii) if, after having successfully taken his driving test, the driver has not yet received the statutory driving licence

## 31. **PAYMENT OF CLAIMS**

Only the Insured as defined in article 28 hereof may submit a claim under this insurance policy.

### 31.1 **Insured Sum**



The joint maximum insured sum for personal injury as defined in article 28 is € 1,000,000 per event for all insured persons jointly.

The joint maximum insured sum for property damage as defined in article 28 is € 5,000 per event for all insured persons jointly.

The joint maximum insured sum for funeral costs as defined in article 28 is € 7,500 per event for all insured persons jointly.

In the event that these sums are exceeded the claim will be divided among the Beneficiaries in proportion to the damage they have suffered.