

| PAM13 VWE |

Special Terms and Conditions applicable to Fleet Vehicles



VWE

voertuiginformatie
en -documentatie


*Centraal
beheer*

achmea

| ZAV13aUK | **Special Terms and Conditions applicable to
Fleet Vehicles**

Contents

Article	1	Definitions
Article	2	Order of Priority
Article	3	Unexpected and Fortuitous Event
Article	4	Premium Payment
Article	5	Notification of Claims
Article	6	Amendment of Premium and/or Conditions
Article	7	Concurrent Insurance
Article	8	General exclusions
Article	9	Statutory Interest
Article	10	Disputes and Applicable Law
Article	11	Address Clause
Article	12	Personal Details
Article	13	Terrorism Risk

Annex: Clauses Sheet Terrorism Cover

Article 1 | Definitions

1.1 Company

Achmea Schadeverzekeringen N.V., trading under the name Centraal Beheer Achmea.

1.2 Insured

The party who is defined as such in these general conditions, in the applicable special terms and conditions and/or in the clauses and in the policy schedule.

1.3 Insured object

The object described in the policy schedule or registered as insured by the company.

1.4 Policyholder

The party who has taken out the insurance with the company.

1.5 Insurance contract

The insurance contract is an agreement between the company and the policyholder, hereinafter referred to as insurance, and is stated in the policy schedule.

Article 2 | Order of Priority

2.1 These General Conditions shall apply to the insurance together with the Special Terms and Conditions and any Clauses also declared applicable in the policy schedule.

2.2 If the Special Terms and Conditions contain provisions which derogate from the rules stipulated in these General Conditions with reference to the same subject matter, rendering them inconsistent, the provisions of the Special Terms and Conditions shall prevail. The policy schedule including any Clauses shall prevail over the General Conditions and/or Special Terms and Conditions.

2.3 The headings above the articles shall not alter or affect the contents thereof.

Article 3 | Unexpected and Fortuitous Event

3.1 Loss insurance

The insurance contract fulfils the uncertainty requirement referred to in article 7:925 of the Civil Code if and in so far as the compensation claimed is due to an event such that, at the time of conclusion of the insurance, the policyholder and/or the insured and/or the company could not be certain that the said event had given rise to a loss for the policyholder and/or the insured, or that it would give rise to a loss under normal circumstances.

3.2 Liability insurance and insurances which also cover liability

The insurance contract, as a whole or in respect of the part covering liability, fulfils the uncertainty requirement referred to in article 7:925 of the Civil Code if and in so far as the loss incurred by a third party for which

compensation is claimed from an insured is due to an event such that, at the time of conclusion of the insurance, the policyholder and/or the insured and/or the company could not be certain that the said event had given rise to a loss for the third party, or that it would give rise to a loss under normal circumstances.

Article 4 | Premium Payment

4.1 The policyholder shall be obliged to pay any premium owed to the company within 30 days from the time at which this premium is owed. If another date is indicated, the policyholder shall be obliged to pay the premium before this date. For the purposes of this article, the premium shall be understood to include the other amounts owed relating to the insurance.

4.2 If the obligation to pay the premium owed on the inception of the insurance is not met, cover will never have been effected. Notice of default by the company shall not be required. The policyholder shall remain obliged as before to pay the premium.

4.3 If the obligation to pay the subsequent premium during the term of the insurance is not met, cover shall not expire until the 14th day after the day on which the company, after the premium due date, gave notice of default to the policyholder. If the premium owed is paid in instalments, cover of the insurance relating thereto shall expire on the 14th day after the day on which the company, after the premium due date, gave notice of default to the policyholder.

4.4 At the end of the cover, the policyholder shall remain obliged as before to pay the overdue and future outstanding amounts.

4.5 Cover in accordance with the insurance shall take effect (be reinstated) on the day after which the premium including statutory interest and (extra)judicial collection costs as of the due date of the premium invoice are received by the company. Cover shall no longer be effective if the company has announced in the notice of default that the insurance will be considered as terminated in the event of late payment. In the event of agreed instalment payments, the cover shall not be reinstated until all the unpaid instalments have been paid.

4.6 Once the term referred to in 4.3 has expired, the policyholder shall be in default by operation of law and the company shall be entitled to charge for statutory interest from the due date of the premium invoice until the time of payment in full.

4.7 From the time at which the policyholder is in default, the policyholder shall also be obliged to pay all collection costs, judicial as well as extrajudicial, incurred by the company.

- 4.8 The premium shall be understood to include the premium payable by the policyholder in respect of an interim amendment to the insurance cover. The subsequent premium shall be understood to mean the premium payable by the policyholder for tacit renewal of the insurance or, in the event of instalment payments, the premium payable after payment of the first instalment.
- 4.9 Do you pay the periodic premium for your insurance, including any costs and insurance premium tax, by direct debit?

When your insurance comes up for renewal each year we will aim to send you advance notification of the direct debit fourteen days before we collect the outstanding amount.

If you take out new insurance or amend your policy during the year, it is possible that this notification will be sent to you less than 14 days in advance.

Article 5 | Notification of Claims

- 5.1 The policyholder and/or the insured shall be obliged:
- to notify the company as soon as reasonably possible once he is aware or should be aware of any event from which an obligation may arise under the insurance;
 - to report to the police as soon as possible in the event of an offence or suspected offence;
 - to pass on to the company within a reasonable period of time all information and documents of relevance to the company for the assessment of its payment obligation;
 - to refrain from anything that might harm the interests of the company;
 - to refrain from any admission of liability other than as provided for in article 5.4;
 - to do and to permit everything which may help to prevent or limit the loss;
 - to provide every assistance to the company and/or its appointed assessor(s) in establishing facts of interest for the loss assessment and in setting up a defence or seeking recourse for losses paid;
 - to state all other insurances known to him that also provide cover for the loss in question.
- 5.2 If the policyholder and/or the insured does not fulfil the obligations referred to in article 5.1 a to g inclusive, this shall result in a loss of the right to compensation for loss and/or expenses, the right to indemnification and/or the right to the provision of service or assistance, in the event that a reasonable interest of the company has been harmed as a result of these obligations not being fulfilled. This shall not be applicable if the policyholder and/or the insured was unable to fulfil these obligations owing to circumstances which cannot be imputed to him.

- 5.3 The company is entitled to refuse compensation for the loss and/or expenses and/or the provision of service or assistance, if the policyholder and/or the insured has failed to fulfil the obligations referred to in article 5.1 a to g inclusive with the intention to mislead the company.
- 5.4 Infringement of the prohibition on admission of liability shall have no effect in the case of correct admission of liability or the acknowledgement of straightforward facts.
- 5.5 If the policyholder and/or the insured fails to fulfil the obligation mentioned in article 5.1 h, the company may suspend the fulfilment of its obligation to pay compensation for any loss and/or expenses and/or to provide service and assistance until the policyholder and/or the insured has fulfilled that obligation.

Article 6 | Amendment of premium and/or conditions

- 6.1 The company may amend the premium and/or conditions of the insurance as of the premium due date. The company shall notify the policyholder hereof in writing one month before the premium due date in all cases.
- 6.2 The company may amend the premium and/or conditions of the insurance with effect from a date to be specified by the company, if the claims experience of the insurance gives cause for this or after notification of an event giving rise to an obligation to compensate.
- 6.3 The company may amend the premium and/or conditions of insurances of the same type en bloc or as a group. If one of the insurances specified in the policy schedule belongs to this type or group, the company may adjust the premium and/or conditions of the insurance in question at a date to be specified by the company.
- 6.4 Further to the provisions of articles 6.1, 6.2 and 6.3, the amendment shall enter into effect after a period of one month from the date of the notification, in writing, to the policyholder to amend the premium and/or conditions. The policyholder shall be considered to be in agreement with the amendment, unless he informs the company to the contrary, in writing, no later than one month after receipt of such notification, with the insurance – to which the premiums and/or conditions to be amended apply – being cancelled simultaneously as from the date on which the amendment takes effect.

- 6.5 The option for the policyholder to cancel shall not be applicable if:
- the premium and/or conditions are amended as a result of statutory regulations or provisions;
 - the premium is amended as part of indexing;
 - the amendment entails a lower premium;
 - the amendment entails extended cover.

Article 7 | Concurrent Insurance

If entitlement to compensation also exists or would also have existed under another insurance, should the present not exist, the latter insurance shall only apply as a supplement to the other insurance. This is applicable for the difference in sum insured as well as for the difference in contract conditions. Compensation shall not be paid for a deductible under another insurance.

Article 8 | General exclusions

8.1 Sanction legislation

- Damage to and/or loss of items in which trading is not permitted due to national or international regulations shall not be insured.
- The (financial) interests of persons, companies, governments and other entities whose interests insurers are not permitted to insure due to national or international regulations shall not be insured.

Article 9 | Statutory Interest

Statutory interest shall be understood to mean the statutory interest as referred to in article 6:119 of the Civil Code.

Article 10 | Disputes and Applicable Law

The insurance shall be governed by Dutch law. Complaints and disputes regarding mediation, completion and execution of the insurance may be submitted to the management of Centraal Beheer Achmea, P.O. Box 700, 7300 HC Apeldoorn.

Policyholders not wishing to avail themselves of this opportunity or finding that the treatment or outcome thereof is not satisfactory for them, may – just as Centraal Beheer Achmea – submit the dispute to the competent court in Amsterdam or Rotterdam.

Article 11 | Address Clause

All notifications by the company shall be legally made to the last address of the policyholder known to the company or the address stated in the corresponding registration of the Chamber of Commerce (Kamer van Koophandel). The policyholder shall inform the company, in writing, of any changes of address.

Article 12 | Personal Details

When an application is made for an insurance or a financial service, the company asks for personal details. These details are used within Achmea for the purpose of entering into and executing

insurance contracts or performing financial services, as well as for relationship management, for conducting marketing activities, for the prevention and combating of fraud committed against financial institutions, for statistical analysis and in order to fulfil statutory obligations.

Achmea may, for the purposes of a responsible underwriting strategy, pass on your data to the Stichting CIS (Central Information System) in Zeist and access those data there. The purpose of this is to control risks and combat fraud. The Stichting CIS privacy rules apply. See www.stichtingcis.nl

The company may also use these details to inform the party involved of products and services of relevance to him/her. If the party involved does not wish to receive information on products or services, he/she may notify Centraal Beheer Achmea, in writing, at P.O. Box 9150, 7300 HZ Apeldoorn, for the attention of the Achmea Relatie Administratie department.

Article 13 | Terrorism Risk

For loss or damage as a result of terrorism, malicious contamination and/or preventive measures and actions in preparation for this, hereinafter referred to jointly and individually as “terrorism risk”, compensation/cover shall be restricted to indemnification as described in the applicable Clauses Sheet Terrorism Cover issued by the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. (Netherlands Reinsurance Company for Losses from Terrorism).

Claims notified resulting from terrorism risks shall be settled in accordance with the applicable Protocol for Settling Claims issued by the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V.

See www.terrorisemeverzekerder.nl

The Clauses Sheet Terrorism Cover issued by the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. is attached to these General Conditions on the next page.

Annex: Clauses Sheet Terrorism Cover

Note

This translation of the original “Algemene Voorwaarden, Model no. ZAV13” is furnished for the customer’s convenience only. The original Dutch text and any applicable Clauses will be binding and shall prevail in case of any variance between the Dutch text and the English translation.

Clauses Sheet Terrorism Cover by the Dutch Terrorism Risk Reinsurance Company (NHT)

Free translation of the original Dutch text 'Clausuleblad terrorismedekking' January 2007

Article 1 Definitions

Where they appear in this clauses sheet and the provisions based thereupon, the following terms shall, unless otherwise stipulated, be understood to mean:

1.1 Terrorism:

Any violent act and/or conduct – committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act [Wet op het financieel toezicht] - in the form of an attack or a series of attacks connected together in time and intention as a result whereof injury and/or impairment of health, whether resulting in death or not, and/or loss of or damage to property arises or any economic interest is otherwise impaired, in which case it is likely that said attack or series - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

1.2 Malevolent contamination:

The spreading (whether active or not) - committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act - of germs of a disease and/or substances which as a result of their (in)direct physical, biological, radioactive or chemical effect may cause injury and/or impairment of health, whether resulting in death or not, to humans or animals and/or may cause loss of or damage to property or may otherwise impair economic interests, in which case it is likely that the spreading (whether active or not) - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

1.3 Precautionary measures:

Any precautionary measures taken by the authorities and/or insured parties and/or third parties in order to avert the imminent risk of terrorism and/or malevolent contamination or – if such peril has manifested itself – to minimise the consequences thereof.

1.4 Dutch Terrorism Risk Reinsurance Company [Nederlandse Herverzekeringmaatschappij voor Terrorisemeschaden N.V.] (NHT):

A reinsurance company incorporated by the Dutch Association of Insurers, to which any liability to pay compensation under any insurance contract which may arise from the manifestation of the risks referred to in Articles 1 (1), 1 (2), and 1 (3), may be ceded.

1.5 Insurance contracts:

- a) Non-life insurance contracts insofar as they pertain to risks situated in the Netherlands in accordance with the provisions of Article 1 (1) (p) of the Financial Supervision Act.
- b) Life insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.
- c) Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.

1.6 Insurers authorised in the Netherlands:

Life, funeral in kind and non-life insurers who are authorised by the Financial Supervision Act to carry on the insurance business in the Netherlands.

Article 2 Limitation of the cover for the terrorism risk

2.1 If and insofar as, subject to the descriptions contained in articles 1 (1), 1 (2), and 1 (3), and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which is (directly or indirectly) related to:

- Terrorism, malevolent contamination or precautionary measures,
- Any act or conduct in preparation for terrorism, malevolent contamination or precautionary measures,

hereinafter to be collectively referred to as 'the terrorism risk', the liability to pay compensation on the part of the insurers in respect of any submitted claim to indemnity and/or benefit, shall be limited to the amount of the payment which the insurer receives in respect of said claim under the reinsurance of the terrorism risk with the NHT, in the event of an insurance with wealth creation increased by the amount of the wealth creation which has been realised under the insurance in question. With regard to life insurances the amount of the realised wealth creation shall be set at the premium reserve to be adhered to pursuant to the Financial Supervision Act with respect to the insurance in question.

2.2 The NHT shall provide reinsurance cover for the aforementioned claims up to a limit of liability of EUR 1 billion in respect of any one calendar year. The aforementioned sum shall be eligible for annual adjustment and shall apply to all insurers associated with the NHT together. Any adjustment shall be announced in three national newspapers.

- 2.3 Contrary to the provisions contained in the aforementioned paragraphs of this article, the limit of indemnity under this contract with respect to any insurance pertaining to:
- loss of or damage to immovable property and/or the contents thereof;
 - consequential loss due to loss of or damage to immovable property and/or the contents thereof,
- shall not exceed EUR 75 million in respect of any one policyholder and any one insured location per annum for all participating insurers as referred to in article 1 together, irrespective of the number of policies issued.
- For the application of this paragraph insured location shall be understood to mean: all objects insured by the policyholder existing at the address of premises to which the insurance applies, as well as all objects insured by the policyholder located outside the address of premises to which the insurance applies whose use and/or purpose is in relation to the business activities at the address of premises to which the insurance applies.
- As such shall in any case be considered all objects insured by the policyholder which are located at a distance of less than 50 metres from each other and of which at least one is situated at the address of premises to which the insurance applies.
- For the application of this paragraph it shall be provided that, with regard to legal entities, companies and partnerships which are joined in a group, as referred to in Section 2 (24) (b) of the Netherlands Civil Code, all group companies together shall be regarded as one policyholder, irrespective of which group compan(y)(ies) belonging to the group has/have taken out the polic(y)(ies).

- 3.3 Not until the NHT has notified the insurer of the amount, whether as an advance or not, which will be paid in respect of any one claim to compensation, shall the insured or the party entitled to the payment be entitled to lay claim to the payment as referred to in article 3 (1) in this respect towards the insurer.
- 3.4 The reinsurance cover by the NHT shall pursuant to provision 17 of the Claims Settlement Protocol only apply to claims for indemnity and/or benefit which are reported within two years after the NHT has established that a certain event of circumstance is regarded as a manifestation of the terrorism risk within the context of this Clauses Sheet.

This Clauses Sheet was filed with the Amsterdam District Court on 10 January 2007 under number 3/2007 and with the Chamber of Commerce in Amsterdam on 10 January 2007 under unaltered number 27178761.

Article 3 Payment Protocol NHT

- 3.1 The reinsurance of the insurer with the NHT shall be subject to the Claims Settlement Protocol (hereinafter to be referred to as the Protocol). On the basis of the provisions laid down in said Protocol, the NHT shall be entitled to defer any payment of indemnity or the sum insured until such time as the NHT is able to determine whether and to which extent it has at its disposal sufficient financial resources in order to settle in full all claims for which the NHT provides cover in its capacity as reinsurer. Insofar as the NHT is found not to have sufficient financial resources at its disposal, it shall be entitled in accordance with the provisions in question to pay a partial compensation to the insurer.
- 3.2 The NHT shall, with due regard for what has been stated in provision 7 of the Protocol, be authorised to decide whether an event in connection with which a claim to compensation is made should be considered as a consequence of the manifestation of the terrorism risk. Any decision taken to that effect and in accordance with the aforementioned provision by the NHT shall be binding upon the insurer, policyholder, insured parties, and the parties entitled to compensation.

| WBW13a | **Special Terms and Conditions applicable to
Fleet Vehicles**

Contents

Section 1 General

- Article 1 Definitions
- Article 2 Extent of the insurance
- Article 3 Territory
- Article 4 General exclusions
- Article 5 Delivery of the Terms and Conditions of Insurance
- Article 6 Duty of Disclosure
- Article 7 Notification of Changes to the Fleet
- Article 8 Commencement Date and Duration of the Insurance
- Article 9 Amendments
- Article 10 Termination of the Insurance
- Article 11 Further Agreement
- Article 12 Terrorism Risk

Section 2 Third-Party Liability Insurance

- Article 14 Additional Definitions
- Article 15 Extent of Cover
- Article 16 Additional Exclusions
- Article 17 Notification of Claims
- Article 18 Claim Settlement
- Article 19 Recovery

Section 4 Assistance and Service

- Article 20 Extent of Cover

Article 1 | Definitions

- 1.1 **Fleet**
All the insured vehicles.
- 1.2 **Contracting party of the policyholder**
a. the person with whom the policyholder has concluded a contract concerning the use of one or more insured vehicles; and/or
b. the person for whom the policyholder pays the insurance premiums.
- 1.3 **Insurance**
The contract of insurance for the fleet.

Article 2 | Extent of the Insurance

The associated General Conditions form an integral part of these Special Terms and Conditions, while the Sections apply only if the Section in question is covered under the insurance. A Section is included under the insurance if that is stated on the schedule.

Article 3 | Territory

The insurance is valid in Europe, as well as in Asian Turkey, Israel, Morocco, Tunisia and Algeria. The insurance is also valid for any form of professional transportation of an insured vehicle within or between countries situated in the territory.

Article 4 | General Exclusions

- 4.1 The insurance does not cover:
- War risks
Any loss or damage caused by or arising from armed conflict, civil war, rebellion, domestic riots, revolts and mutiny by members of any armed forces.
 - Nuclear reactions
Any loss or damage caused by or arising from nuclear reactions, regardless of how or where the reaction originated.
 - Seizure
Any loss or damage occurring during the time the insured vehicle is seized or used pursuant to a confiscation order by the Dutch government or by any foreign government.
 - Rental, leasing and carriage of passengers for payment
Any loss or damage occurring while the insured vehicle is rented out, leased out or used for transporting passengers for payment. This exclusion does not apply to an insured who operates a rental, leasing or transport business and is insured as such. Furthermore, this exclusion does not apply to the transport of colleagues to or from work in return for payment.
 - Modifications and other use
Any loss or damage occurring when the insured vehicle:
- has undergone modifications that cause an increase in risks; - is used for purposes other than those agreed upon and such purpose involves an increase in risks;
- is operated for a purpose other than that permitted by law.

f. Non-compliance

Any loss or damage if the policyholder and/or the insured does not duly comply with the obligations under these Special Terms and Conditions, with the proviso that a reasonable interest of the company is damaged by that non-compliance.

- 4.2 The provisions set out in article 4.1 d. to f. do not apply to policyholders who have met the obligations specified in article 5 (“Delivery of the Terms and Conditions of Insurance”), and who are able to demonstrate that the circumstances occurred without their knowledge and against their will and that they cannot reasonably be blamed for those circumstances.
- 4.3 Exclusions applicable to the circumstances of the driver or any passenger of the insured vehicle may also apply to the contracting party of the policyholder, even though he was not the driver or a passenger of the insured vehicle at the time the loss or damage occurred.

Article 5 | Delivery of the Terms and Conditions of Insurance

- 5.1 If the policyholder is a person other than the principal driver of the insured vehicle, he must hand over to the principal driver all applicable Terms and Conditions of Insurance prior to the initial use of the insured vehicle. However, if the policyholder’s contracting party is not the principal driver of the insured vehicle, the policyholder need only hand over the relevant Terms and Conditions to that contracting party.
- 5.2 If the policyholder cannot reasonably be expected to comply with the obligation described in article 5.1, the policyholder must notify the principal driver or his contracting party in writing – prior to the initial use of the insured vehicle – that he holds the Terms and Conditions of Insurance available for inspection. Upon request, the company will send the relevant Terms and Conditions to the principal driver or contracting party of the policyholder, if such a request is reasonable.

Article 6 | Duty of Disclosure

- 6.1 The policyholder/insured must notify the company as promptly as possible if any of the following circumstances arise:
- the policyholder ceases to have an interest in an insured vehicle;
 - the insured ceases to have de facto control over an insured vehicle;
 - an insured vehicle is sold or transferred to a third party;
 - an insured vehicle must be considered a total loss;
 - an insured vehicle is used predominantly abroad.

- 6.2 An insured vehicle to which any of the circumstances listed in article 6.1 apply will cease to be covered under this insurance once those circumstances arise.

Article 7 | Notification of Changes to the Fleet

- 7.1 During the term of the insurance, the policyholder may notify the company of vehicles added to the fleet, requesting their inclusion in the insurance cover, and may cancel the cover in respect of vehicles that cease to belong to the fleet.
- 7.2 If, in the company's opinion, any new addition to the fleet constitutes an unfavourable risk, or if, in the company's opinion, the changed nature or composition of the fleet so requires, the company reserves the right to make acceptance of the new addition subject to further conditions and/or to charge a different insurance premium or, if no agreement can be reached in this respect, to refuse to accept the new addition to the fleet.
- 7.3 The fact that cover may be cancelled in respect of insured vehicles cannot constitute grounds for the policyholder to terminate the contract prematurely or to transfer the fleet insurance prematurely, in whole or in part, to another insurer.
- 7.4 The procedures for notifying fleet changes will be determined by arrangement with the company.

Article 8 | Commencement Date and Duration of the Insurance

- 8.1 The insurance takes effect at 24.00 hrs on the contract commencement date stated on the policy schedule.
- 8.2 The insurance is initially concluded until the contract renewal date. Thereafter, the contract will be renewed automatically for twelve months at a time, unless due notice of termination is given.

Article 9 | Amendments

In addition to article 6.2 of the General Conditions, the company may amend the premium and/or the terms and conditions of the insurance with effect from a date to be determined by the company if such measures are justified by the risk. The amendment will take effect after a period of 30 days counted from the date of written notification of the amendment to the policyholder. The policyholder will be deemed to have consented to the amendment unless he informs the company to the contrary in writing within 30 days of the notification, simultaneously giving notice of termination of the insurance..

Article 10 | Termination of the Insurance

In addition to article 6.2 of the General Conditions, the company may also give notice of termination of the insurance after settlement of a claim. The notice must be issued in writing to the policyholder within a maximum of 30 days of the settlement of a claim. The insurance will cease after a period of 30 days counted from the date of written notification to the policyholder.

Article 11 | Further Agreement

All terms and conditions may be supplemented or amended by a further agreement between the company and the policyholder. If any provision of the further agreement deviates from or is inconsistent with the provisions of the General Conditions or Special Terms and Conditions, the provision set out in the further agreement shall prevail.

Article 12 | Terrorism Risk

The risk of terrorism is insured only in accordance with the limited cover of the General Conditions.

Article 14 | Additional Definitions

14.1 Insured

- a. the policyholder;
- b. the owner, keeper or authorised driver of an insured vehicle, and the persons carried by an insured vehicle, subject to the provisions of article 19.3;
- c. the employer of the insured persons specified in a. and b., if he is liable under article 170 of Book 6 of the Dutch Civil Code for the loss or damage caused by the insured. The insurance covers the employer only if the insured who causes the loss or damage is entitled to invoke rights under the insurance and no exclusion is applicable.

Article 15 | Extent of Cover

The insurance covers:

15.1 Third-party liability

This insurance meets all the requirements set under or pursuant to the Dutch Motor Insurance Liability Act [Wet aansprakelijkheidsverzekering Motorrijtuigen]. The statutory provisions of the countries listed in the international insurance certificate also apply to this insurance. The insurance covers any liability under civil law which the insured may incur by using the motor vehicle in traffic.

The insurance also covers any loss or damage caused by the motor vehicle as such, other than in traffic. This cover does not apply if and in so far as the loss or damage is covered under any other insurance, or if it would be covered under any other insurance if the present cover did not exist.

The maximum sum insured for insured persons together is EUR 5,600,000,00 in respect of each and every loss for bodily injury and EUR 2,500,000,00 in respect of each and every loss for material damage.

15.2 Assistance and service

Unless otherwise agreed, the insurance covers assistance and service in accordance with Section 4 of these Special Terms and Conditions.

15.3 Replacement vehicle

The insurance also covers a similar replacement vehicle, not owned by the policyholder, for a maximum period of 21 days counted from the date of the replacement. This cover may only be invoked if the original vehicle is temporarily unavailable while undergoing repairs, servicing or any similar treatment. This cover does not apply to any loss or damage covered under any other insurance, or if it would be covered under any other insurance if the present cover did not exist. The cost of renting the replacement vehicle will not be reimbursed.

15.4 Trailer or semi-trailer

The insurance also covers any damage caused by a trailer or semi-trailer connected to the insured vehicle. It does not cover damage to the trailer or semi-trailer itself.

15.5 Towing

The insurance covers the towing of another vehicle. Damage to the towed vehicle itself is not covered.

15.6 Damage to own vehicles

- a. The insurance covers damage caused by the insured vehicle to any other vehicle of the insured due to a collision on a public road or in a public area as referred to in section 1 of the Dutch Motor Insurance Liability Act.
- b. This cover also applies to vehicles not owned by the insured but held or used by the insured or any person on his behalf.
- c. No compensation will be paid in respect of any decrease in the value of the vehicle after repair, the costs of replacement transport or loss of profits.

15.7 Property of a public body

If the insured is a public body, the insurance covers damage caused by an insured vehicle to any other property of the insured (except buildings) as a result of a collision on a public road or in a public area as referred to in section 1 of the Dutch Motor Insurance Liability Act. No compensation will be paid in respect of any decrease in value after repair or any loss of profits.

15.8 Cargo risk

The insurance covers any loss or damage inflicted upon a third party by the cargo, while the cargo is present in or carried by the insured vehicle, or when the cargo falls or has fallen from the insured vehicle, unless the loss or damage is caused during the loading or unloading of the cargo.

15.9 Transport of injured persons

The insurance covers the costs of cleaning the upholstery of the insured vehicle following the free transportation of persons injured in a road accident. This cover does not apply if and in so far as the damage is covered under any other insurance, or if it would be covered under any other insurance if the present cover did not exist.

15.10 Assistance by third parties

If, following a road accident, an insured person is assisted by a third party – whether or not the latter was involved in the accident – in order to prevent death or injury or to limit injury, and the person providing the assistance suffers loss or damage to property as a result of or during that assistance, compensation up to a maximum of EUR 500,00 is payable in respect of the loss or damage. This cover does not apply if and in so far as the loss or damage is covered under any other insurance, or if it would be covered under any other insurance if the present cover did not exist.

15.11 Security

Security up to a maximum sum of EUR 50,000,00 in respect of each and every loss will be provided to safeguard the rights of an injured party if a foreign government requires such security for:

- the lifting of an attachment placed on any insured vehicle;
or
- the release of any insured person.

The company is obliged to provide such security only if the insured is entitled to exercise rights under the insurance. The insured must authorise the company to dispose of the security once it is released, and must cooperate fully in obtaining repayment.

15.12 Legal costs and assistance

- a. If criminal proceedings are instituted against an insured, the company may appoint a lawyer to assist him. The insured must cooperate in this matter. The legal fees will be paid by the company if and in so far as they are not reimbursed by the government. Any penalties, out-of-court payments and other costs associated with the criminal prosecution will not be reimbursed.
- b. If an insured is sued for compensation, he must hand over the de facto conduct of the case to the company, and must grant the lawyer appointed by the company all necessary authorisations. The legal fees will be paid by the company.

Article 16 | Additional Exclusions

16.1 The insurance does not cover:

a. Competitions and speed trials

Any loss or damage, including all consequential loss, occurring as a result of participation in any competition or speed trials, except for treasure hunts where speed is not the essential element.

b. Unauthorised driver

Any loss or damage caused when the driver of the insured vehicle:

- did not hold a valid licence to drive the insured vehicle, as prescribed by law in the Netherlands;
- was disqualified from driving;
- failed to comply with any other statutory provision governing his authority to drive the insured vehicle.

c. Intentional act or omission

Any loss or damage which is the intended or inevitable result of any intentional act or omission by the insured, including all consequential loss.

d. The insured's property or carried property; Care, custody and control

Without prejudice to the provisions of articles 15.6 and 15.7, any loss or damage, including all consequential loss, caused to movable and immovable property:

- owned by the insured;
- carried in the insured vehicle;
- held or used by the insured or any person on his behalf;

- under any rental agreement, hire-purchase agreement, lease agreement, pledge agreement or any usufruct (including the right of use and occupancy);
- for the purpose of pursuing any business or occupation, including an ancillary business or occupation, performing manual labour except as a friendly service, or performing any military or civic duties;
- wrongfully held or used by the insured or any person on his behalf.

e. Injury

Bodily injury inflicted on the driver of the insured vehicle by that vehicle. Any bodily injury inflicted upon a passenger while that person is on or in the insured vehicle but not occupying a legally permitted seat or standing place.

f. Theft or use of force

Any loss or damage, including all consequential loss, responsibility for which is attributable to a person taking control of the insured vehicle by theft or by use of force, or a person, being aware of such fact, using the insured vehicle without any valid reason.

g. Use as a tool

Any loss or damage caused during use of the insured vehicle as a tool, including all consequential loss.

h. Contractual liability

The insured's liability arising from any contractual obligation entered into by or on behalf of the insured, including all consequential loss.

i. Aircraft

Loss of or damage to an aircraft while on airfield premises, including all consequential loss and any loss or injury suffered by the occupants of the aircraft.

16.2 The provisions of article 16.1 a. to c. and e., second sentence, do not apply to a policyholder who has met the obligations specified in article 5 (Delivery of the Terms and Conditions of Insurance), and who is able to demonstrate that the circumstances occurred without his knowledge and against his will, and that he cannot reasonably be held responsible for those circumstances.

16.3 Exclusions applicable to the circumstances of the driver or any passenger of the insured vehicle may also apply to the contracting party of the policyholder, even though he was not the driver or a passenger of the insured vehicle at the time the damage or incident occurred.

Article 17 | Notification of Claims

With reference to article 5.1 a. of the General Conditions, the policyholder and/or the insured must notify the company within a maximum of two months of the occurrence of any event which may give rise to a liability for the company under this insurance and which involves a foreign registered vehicle.

If the policyholder and/or the insured fails to meet this obligation, he will lose the right to contest the claim of the other party and the company will arrange settlement of the claim on the basis of the information at its disposal. Any ensuing financial or other consequences will be for the account of the policyholder and/or the insured.

Article 18 | Claim Settlement

This insurance cover is subject, where applicable, to the provisions specified in the policy schedule or the deductible recorded with the company in respect of each and every loss per insured vehicle.

Article 19 | Recovery

- 19.1 If any exclusion applies under the terms and conditions and the company is nevertheless liable for compensation under the Dutch Motor Insurance Liability Act or any similar foreign law, the company may recover the compensation from:
- the person subject to the exclusion;
 - the policyholder, subject to articles 4.2 and 16.2 of these Special Terms and Conditions.
- 19.2 If the cover is terminated or suspended because the policyholder has failed to comply with his obligations, but the company nevertheless remains liable for compensation under the Dutch Motor Insurance Liability Act or any similar foreign law on account of an event arising after the termination or suspension, the company may recover the compensation from the policyholder.
- 19.3 If the company is liable for compensation under the Dutch Motor Insurance Liability Act on account of an event occurring in a period when the insured vehicle was being stored in return for payment, or was undergoing repairs, servicing or any similar treatment, the company reserves its right of recovery against the person liable and against his employer. Those persons are expressly denied status as insured persons. This provision does not apply if the storage, repair, servicing or any similar treatment took place under the insured's control.

Article 20 | Extent of Cover

The insurance covers:

Motor vehicles of 3,500 kg GVW or less

20.1 Right to assistance and service

If the insured vehicle is a motorcycle, passenger car, van or lorry of 3,500 kg GVW or less, the insured is entitled to assistance and/or reimbursement of costs subject to the provisions stated below if, due to an event covered under Section 2:

- the insured vehicle and/or trailer can no longer be operated

and/or

- the driver or any of the passengers are no longer able or authorized to drive the insured vehicle; with the proviso that entitlement to assistance and service and/or reimbursement of costs exists only if, immediately after the event in question, assistance is sought from the assistance agency indicated on the emergency service card (green card)

20.2 Assistance and service in the Netherlands and abroad (within the territorial scope of the green card):

The assistance and service and/or reimbursement of costs following the occurrence of an insured event as referred to in article 20.1 comprises only:

Recovery of the damaged insured object and transportation of the object to the nearest repairer.

20.3 Additional exclusion

Not insured is:

Reimbursement of the costs mentioned in article 20.2 if the insured object has come to a standstill as a result of a mechanical defect or a mechanical malfunction.

www.centraalbeheer.nl/zakelijk

Centraal Beheer Achmea is a trade name of Achmea Schadeverzekeringen N.V.,
registered at the Authority of Financial Markets

Laan van Malkenschoten 20

Postbus 700

7300 HC Apeldoorn