

CONDITIONS OF EXTENDED LIABILITY COVER (“CASCO”)

ARTICLE 1 - DEFINITIONS

Van Mossel Autolease has not taken out an extended liability (“casco”) insurance with an insurer for the vehicles it has made available. Van Mossel Autolease opted to manage the extended liability (“casco”) risk itself. The present conditions apply to this management.

The following definitions apply:

Driver

The person who is responsible for and drives the motor vehicle at the time of the event.

Owner (lessor)

Van Mossel Autolease

Event

An event or connected series of events causing damage to the motor vehicle.

Interior damage

Damage to the interior of the motor vehicle.

International Insurance Certificate (Green Card)

Standardized international insurance certificate.

Customer (lessee)

The person who has concluded a contract with the owner of the motor vehicle for the purpose of using and/or driving the motor vehicle.

Lease or car rental contract

The contract concluded between owner and customer under which a motor vehicle is made available to the customer.

Motor vehicle(s)

Passenger cars, motor bicycles, delivery vans (including delivery lorries) and trucks and any other motorized vehicles in respect of which a lease or car rental contract has been concluded.

Truck

Vehicle with a weight of > 3,500 kg. These vehicles require at least a category C driver's licence.

ARTICLE 2 - TERRITORIAL LIMITS

The cover for damage applies to events occurring in the countries indicated in the International Insurance Certificate (Green Card) and events occurring during normal use of the motor vehicle in those countries.

ARTICLE 3 - EXCLUSIONS

No cover for damage is provided in the following circumstances. In those cases damage will be recovered from the customer.

No driving qualification

The driver of the motor vehicle is not in possession of a valid driver's license prescribed by law for the motor vehicles not qualified to drive the motor vehicle pursuant to a disqualification or a judgment.

Intent or recklessness

The driver caused the damage as a result of intent or recklessness or failed to prevent the damage.

Permission

The damage was caused with the permission of the customer.

Lease, use for other purposes and such

The motor vehicle is used for:

- lease
- paid passenger transport, unless the transport does not take place in the course of a profession or operation of a business and payment is merely a contribution towards costs;

Competitions and such

The motor vehicle is used to participate in:

- a speed competition or speed ride;
- a contest or test of skill or regularity.

Acts of war

The damage has been caused by or occurred as a result of an armed conflict, civil war, insurrection, internal civil commotion, riots or mutiny. For the meaning of these terms Van Mossel Autolease follows the definitions of Acts of war as defined by the Dutch Association of Insurers, which have been filed at the registry of the District Court of 's-Gravenhage.

Nuclear reactions

the damage has been caused by, occurred during or resulted from nuclear reactions, irrespective of the way in which they were caused.

Alcohol, Drugs and Medicines

- the damage is caused while the driver of the motor vehicle was under the influence of alcoholic beverage or any intoxicating or stimulating substance (or medicines) to such an extent that he is or would be prohibited from driving the motor vehicle under the law or by the authorities;

- the driver refused to cooperate in a breath or urine or blood test.

Crime

The damage is connected with a crime or attempted crime committed by the driver or in which the driver was involved.

Operating damage, loss of value and confiscation

The damage:

- results from the inability to use the motor vehicle or use it properly
- constitutes a reduction in the sale value, despite repairs
- is caused in connection with confiscation of the motor vehicle

Unauthorized driver

Damage is caused by a person who is not authorized to drive the motor vehicle.

2toDrive

The driver is prohibited from driving a motor vehicle because the driver drives without an accompanying person or the accompanying person does not meet the requirements of 2toDrive.

Seizure by authorities

Damage caused during the time in which the motor vehicle was seized for use by a civil or military authority.

Overload

Damage caused by overloading the motor vehicle with a load in excess of regulatory limits on the basis of its construction (imposed by the authorities).

Other cover/service/settlement/claim (Concurrence)

Does the customer/driver have a different insurance that covers the damage or costs? In that case the damage is not compensated by Van Mossel Autolease. This also applies in case the other insurance offers cover only if our insurance would not have existed. Does a different insurance refuse to pay within two months? In that case Van Mossel Autolease will see to it that the damage is settled. The customer/driver is obliged to transfer its rights towards the other insurers to Van Mossel Autolease.

ARTICLE 4 - OBLIGATIONS IN CASE OF DAMAGE AND LAPSE OF RIGHTS

As soon as the driver and/or customer is or should be aware of damage caused to the motor vehicle he is obliged to:

Claim notification requirement

- do that which is reasonably necessary to prevent and limit damage
- report the event and the damage to Van Mossel Autolease within 24 hours. If you fail to do so the consequence may be that Van Mossel Autolease will not handle the damage if its interests have been harmed.
- in the event of theft of, forcible entry or attempted forcible entry into, fraud, embezzlement or joyriding in the motor vehicle, to also report this to the police as soon as possible but in any case within five days, submitting a copy of the report to Van Mossel Autolease. Van Mossel Autolease will report the details of the stolen motor vehicle to the Dutch Register of Missing Objects (Vermiste Objecten Register) for the purpose of recovery of the motor vehicle.

Obligation to provide information concerning damage

Provide to Van Mossel Autolease all information and documentation of interest for Van Mossel Autolease with respect to the damage.

Obligation to cooperate

to cooperate fully and refrain from doing anything that may prejudice the interests of Van Mossel Autolease.

Lapse of rights

No rights may be derived from this cover if one or more of the obligations in the event of damage as referred to has or have not been fulfilled and the interests of Van Mossel Autolease have been prejudiced as a result of that. All rights under this cover will lapse in any case if one or more of the obligations in the event of damage as referred to have been breached with the intention to deceive Van Mossel Autolease.

ARTICLE 5 - FRAUD

Van Mossel Autolease does not accept any form of fraud and makes every effort to prevent and combat fraud. In the event of fraud Van Mossel Autolease will take the following action:

- Van Mossel Autolease will charge the costs in connection with the damage to the customer
- Van Mossel Autolease will recover all (inspection) costs from the customer and the customer will be obliged to pay back any benefits paid to the customer
- Van Mossel Autolease will file a report with the police.

ARTICLE 6 - MODIFICATION OF BENEFITS AND/OR CONDITIONS

The conditions of extended liability (“casco”) cover have been drawn up by Van Mossel Autolease and are subject to modification. Only modifications that do not limit the scope of the cover and modifications pursuant to legislation and regulations are permitted. Van Mossel Autolease will inform the customer in writing of any modifications.

ARTICLE 7 - END OF COVER/SERVICE

The cover will end:

- as soon as Van Mossel Autolease does not have an interest in the motor vehicle any longer and therefore the cover concerned, which occurs in cases such as but not limited to the sale of the motor vehicle
- as soon as the motor vehicle will be parked abroad or will be registered abroad

Extended Liability Motor Vehicle (“Casco”) Insurance

Cover for damage to the own motor vehicle, including damage caused by one's own action

ARTICLE 1 - SCOPE OF COVER

Cover of material damage to or loss of the motor vehicle (or parts thereof) in the countries indicated on the Green Card.

1.1 Covered event

An unforeseen, sudden event that:

- impacts the goods from the outside in relation to the motor vehicle
- is caused by a defect of/to the other objects covered themselves

1.2 Events not covered

- damage to the interior unless it has been caused by break-in into or theft of the motor vehicle
- goods present in the motor vehicle at the time of damage, break-in or theft of the motor vehicle
- damage to or loss of the motor vehicle caused by theft or joyriding as a result of negligence of the driver (e.g. if the motor vehicle was not locked, the keys were left in the motor vehicle or were left unattended elsewhere)
- damage caused by slowly acting weather influences
- damage caused by incorrect fuelling
- damage caused by wear and tear, repairs, construction and/or material errors or defects
- damage caused by negligence on the part of the customer or driver
- theft of or damage caused to radar detection equipment or similar equipment
- damage to tyres, if this damage concerns tyres only
- damage to accessories have been fitted by the customer himself but are not included in the lease contract

1.3 Liability

Van Mossel Autolease is never liable for any injuries whether or not resulting in the death of the driver or for any damage, loss or theft of goods that are present in, on or at the motor vehicle.

ARTICLE 2 - WHAT IS COVERED ADDITIONALLY?

2.1 Storage/security/transport

In case of covered damage to the motor vehicle the following events are covered, as well:

- necessary storage/parking in consultation with Van Mossel Autolease
- recovery and transport to the nearest repair facility in case the driver is unable to drive
- damage or loss of the motor vehicle during the time in which the motor vehicle was transported by a ferry, train or other transport company in or between the countries referred to in the International Certificate of Insurance

ARTICLE 3 - HOW IS THE DAMAGE ASSESSED?

Van Mossel Autolease can have the extent of damage assessed in two ways:

- the repairer who is engaged by Van Mossel Autolease, determines the amount of the damage, if necessary Van Mossel Autolease will consult with the customer/driver
- claims adjuster assesses the amount of the damage

The extent of the damage is determined at

- the amount of the repair costs
- the difference in value immediately prior to and immediately after the event, in case
 - repairs are not possible and/or
 - the amount of the repair costs is in excess of this difference (total loss)

ARTICLE 4 - THEFT OR EMBEZZLEMENT

In case of total loss of the motor vehicle caused by theft, joyriding, fraud or embezzlement Van Mossel Autolease will directly have the motor vehicle reported to the Vehicle Criminality Insurance Bureau (“Verzekeringsbureau Voertuigcriminaliteit”).

4.1 Recovery of the motor vehicle

In case of theft, loss or embezzlement the waiting period is 30 (thirty) days after the date of the event. During this time the motor vehicle may still be recovered. If the motor vehicle is recovered within 30 (thirty) days, the motor vehicle will be made available to the customer/driver again.

4.2 Registration certificate/keys

In case of total loss of the motor vehicle

- caused by theft, embezzlement, joyriding or fraud and/or
- in technical terms

The customer/driver is obliged to transfer the registration certificate (all parts) and all corresponding keys (including any other objects intended to operate locks and/or start the motor vehicle) to Van Mossel Autolease. No cover will be provided for damage caused by theft in case the customer/driver does not transfer all keys (including any other objects intended to operate locks and/or start the motor vehicle) provided with the motor vehicle to Van Mossel Autolease, unless the loss of one or more keys is reported to Van Mossel Autolease in a timely manner, being within 48 hours after the loss of the keys and prior to the time of the theft of the motor vehicle. In case no cover is provided for damage caused by theft because not all keys can be returned, the total damage caused by theft shall be recovered from the customer. For this purpose the book value at the date of theft will be used as the basis for the calculation of the amount of the damage

ARTICLE 5 - DEDUCTIBLE EXCESS

A deductible excess applies to every damage. The deductible excess that applies is indicated in the lease agreement. Van Mossel Autolease reserves the right to modify the amount of the deductible excess prior to the end of the agreement.

5.1 Glass damage

In case windows are replaced or repaired the deductible excess as referred to in the lease contract will be charged.

5.2 Motor Traffic Guarantee Fund ("Waarborgfonds Motorverkeer")

In case of non-recoverable damage for which the customer/driver is not liable, Van Mossel Autolease may submit this damage to the Waarborgfonds Motorverkeer. The Waarborgfonds Motorverkeer applies a deductible excess in the amount of € 250,00 per damage. In case the damage has been recovered from the Waarborgfonds Motorverkeer the deductible excess will be balanced with the applicable deductible excess. The difference will be charged to the customer. The damage is registered as a recovered damage.

ARTICLE 6 - ADDITIONAL PROVISIONS

6.1 Security requirements

Van Mossel Autolease, being the owner of the motor vehicle, can oblige the customer to equip the motor vehicle with an alarm system where appropriate. Van Mossel Autolease will specify additional security requirements in case of a motor vehicle with an insured value of € 70.000,00 excl. of VAT and higher. This motor vehicle must be equipped with a class 5 alarm system (vehicle tracking system).

6.2 Navigation system

In case of theft of the navigation system that is part of the equipment of the motor vehicle Van Mossel Autolease reserves the right to install a different navigation system that is less prone to theft. Van Mossel Autolease is not obliged to compensate the customer financially.

6.3 Overhead damage

Overhead damage is subject to a different deductible excess of € 5.000,00. Overhead damage is understood to mean: damage to the motor vehicle caused by a collision with that part of the motor vehicle located at a height in excess of 1.90 meters above the ground or by a collision with goods attached to the vehicle which are located at a height in excess of 1.90 meters above the ground.