



**AIG Traffic Accident Insurance (TAI) for Car Leasing Companies**

## **AIG Traffic Accident Insurance (TAI) for Car leasing companies Product Wordings**

This document supplements the AIG General Wordings Traffic Accident Insurance (TAI) for Car leasing companies. These documents describe, among others, what is insured, exclusions and information to filing a claim, both for the policyholder, the insured party(ies), and the insurance company. These documents together form the insurance terms and conditions.

## About AIG Netherlands

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You take out this insurance through the Dutch branch of AIG Europe S.A., also trading under the name AIG Europe S.A., Netherlands Branch, located at Crystal Building B, Rivium Boulevard 216 in (2909 LK) Capelle a/d IJssel. Chamber of Commerce no: 71305491. Registered with the Dutch Authority for the Financial Markets (Autoriteit Financiële Markten (AFM)) with registration number 12046265. Correspondence address: AIG Europe, Netherlands, P.O. Box 8606, 3009 AP Rotterdam.

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The *company* provides cover for those sections (and sub-sections) that are stated on the policy schedule. The coverage and the insurance conditions under which coverage is provided are determined by the insurance contract, the policy schedule, policy appendices and clauses.

The *company* will only provide cover for those who are insured on the policy schedule or any attached clauses or policy addendums for the insurance period, provided that the premium due has been paid and accepted by the *company*.

The *policyholder* should read the policy and the terms and conditions of the insurance carefully to ensure that he/she understands the coverage offered and the limitations and exclusions that apply. If there are elements of the cover that need clarification or do not meet the *policyholder's* requirements, the *policyholder* can contact insurance intermediary in the first instance.

## Definitions

This document uses terms and expressions that have a specific meaning. In some cases, the meaning in question is unique to this insurance. Below are these terms with their definitions. Whenever any of these terms are used in this document (or in any appendices), they are in italics. When these terms are used in the plural form, they have the same meaning as the singular form.

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This document also uses articles of law. The content of these articles is at the end of this document.

### **AIG General Wordings Traffic Accident Insurance (TAI) for Car leasing companies**

The general terms and conditions that apply to the AIG Traffic Accident Insurance (TAI) for Car leasing companies. This describes, among other things, how the premium, privacy and complaints are handled.

Information about insurance coverage and matters that are important for submitting a claim can be found in the AIG Traffic Accident Insurance (TAI) for Car leasing companies Product Wordings. These documents form together the insurance general terms and conditions.

### **Bodily injury**

Objective medically established injury to the *insured person's* body caused directly and exclusively in a moment by a *traffic accident*, not arising from any *disease* or condition and not resulting from a *gradually worsening cause*.

### **Company**

AIG Europe S.A., Netherlands Branch.

### **Disease**

An impairment of the *insured person's* health that was not caused by a *traffic accident* and that shows objective indisputable symptoms, determined by a *physician*.

### **Event**

A sudden and unexpected event or series of related events resulting in loss or damage occurring beyond the control of the *insured person* and/or *policyholder* at a time and place to be determined. The duration and scope of an *event* is limited to 72 consecutive hours and a radius of 15 km.

### **Gradually Worsening Cause**

A cause resulting from non-sudden event(s) which develop over time and cannot be wholly attributed to a *traffic accident*.

### **Hearing Loss**

Permanent, complete and irreparable *hearing loss* resulting in the *insured person* no longer being able to hear sounds of less than 90 decibels at a frequency between 500 and 3,000 Hz, as determined by a recognised audiologist.

### **Insured amount**

The fixed amount to be paid as stated in the policy schedule or the maximum amount to be paid per *event*.

**Insured person** the person or persons mentioned on the policy schedule.

**Limit per Accident**

The maximum amount that the *company* will pay in total pursuant to the Table of Cover.

**Loss of limbs**

In case of loss of a leg or lower limb:

- a) loss due to permanent physical separation at or above the ankle; or
- b) permanent, complete and irreparable loss of use of a whole leg or foot.

In the case of loss of an arm or upper limb:

- a) loss due to permanent physical separation of the four fingers at or above the metacarpophalangeal joint (where the fingers meet the palm of the hand);
- b) permanent, complete and irreparable loss of use of a whole arm or hand.

**Loss of sight**

The permanent, complete and irreparable physical loss of both eyes or the permanent, complete and irreparable loss of a substantial part of the vision of both eyes. The *company* considers the *loss of sight* to be substantial if the vision is rated as 3/60 or less on the Snellen chart after optimal correction with glasses or contact lenses (at 3/60 on the Snellen chart, a person can see at a distance of 3 metres what a person without vision loss can see at a distance of 60 metres).

**Medical care**

Medical and paramedical care (such as general practitioners and medical specialists) and paramedical professionals (such as occupational therapists, physiotherapists, speech therapists, podiatrists, and medical pedicurists).

**Molest**

- a) Armed conflict. Any situation in which states or other organized parties combat each other, or one another, using military force. Armed conflict also includes armed action by a United Nations peacekeeping force.
- b) Civil war. A large-scale armed struggle between groups of inhabitants of the same state.
- c) Insurgency. Organized, large-scale violent resistance within a state, directed against the public authorities.
- d) Internal unrest. Large-scale violent acts occurring in various locations within a state.
- e) Riot. A local, large-scale, and violent act by a group of people, directed against the public authorities of a state.

- f) Mutiny. A more or less organized, large-scale movement of members of an armed force, directed against the authority under which they are placed. Authority is understood not only as Dutch authority, but also as authority from the European Union, NATO, or the United Nations.

With these descriptions, we align ourselves with the description of the Dutch Association of Insurers (filed on July 14, 2023, number 25/2023, The Hague District Court).

**Moped**

A *motor vehicle* with a maximum speed of 45 kilometers per hour, or 25 kilometers per hour for special mopeds, subject to mandatory insurance as described in the Dutch law *Motor Vehicle Liability Insurance Act (WAM)*, or a comparable foreign law that applies. Examples of special *mopeds* include the BSO bus, electric scooter, and Segway. These *motor vehicles* are not covered under this insurance.

**Motor Vehicle**

All vehicles propelled by mechanical or electrical power and subject to mandatory insurance as described in the Dutch *Motor Vehicle Liability Insurance Act (WAM)* or a comparable foreign law. Examples include: passenger cars, trucks, motorcycles, mopeds, and construction equipment.

**Permanent disability**

Permanent, full or partial loss of function of body parts or organs due to a *bodily injury*, which, according to a *physician*, is most likely to remain for the rest of the *insured person's* life.

**Physician**

A practitioner of medicine, who has graduated from a medical faculty listed in the Directory of Medical Schools of the World Health Organisation, and is fully qualified to practise his or her profession in the country where he or she holds a licence from the medical authorities of the country where his or her practice is carried out, and who practises within the framework of the applicable and observed requirements (such as education, registration and/or licence) and training.

**Policyholder**

The persons, legal entity and/or affiliated companies mentioned on the policy schedule.

**Public road**

A road that is accessible to everyone as referred to in the Dutch law *Roads Act, Article 4, paragraph 2*, or a comparable foreign law that applies.

**Relatives**

The legal heirs. The government is excluded.

**Traffic Accident**

While participating in traffic as a driver or passenger: A sudden, unexpected and unintentional, external, direct impact on or in the body of the *insured person*, which is the direct and exclusive cause of a *bodily injury* that can be objectively medically established, and which results in the death or *permanent disability*.

Participating in traffic also includes:

- a) boarding or alighting the *motor vehicle*;
- b) refueling/charging the *motor vehicle*;
- c) stopping the *motor vehicle* in an emergency;
- d) inspecting or carrying out emergency repairs on the *motor vehicle* or performing other necessary actions on the *motor vehicle*;
- e) cleaning the *motor vehicle* windows at the start of work or as a necessary action during work;
- f) providing first aid in the *event* of a *traffic accident*;

### Work equipment

Any equipment propelled by mechanical or electrical power that is subject to insurance requirements as described in the Dutch law *Motor Vehicle Liability Insurance Act (WAM)* or a comparable foreign law that applies.

## Article 1: What is insured?

If a *traffic accident* occurs to the *insured person*, which results in death or *permanent disability* within two years from the date of the *traffic accident* as the only cause and independently of any other cause, the *company* will pay the applicable percentage of the *insured amount*.

### 1.1 What are the insured benefits?

The benefit owed by the *company* for *permanent disability* or dead is paid as a percentage of the *insured amount*. See the Table of Cover below.

| Item | Description of traffic accident cover levels        | Percentage payable per claim |
|------|---|------------------------------|
| 1.0  | Death   | 100%                         |
| 1.1  | Incurable mental illness                            | 100%                         |
| 1.2  | Permanent complete <i>loss of sight</i>             | 100%                         |
| 1.3  | Permanent complete <i>loss of one limb</i>          | 100%                         |
| 1.4  | Permanent complete <i>hearing loss</i> in both ears | 100%                         |

|      |  |  |
|------|--|--|
| 1.5  | Permanent complete loss of speech  | 100%   |
| 1.6  | Third-degree Burns and/or the resulting mutilation of more than 40% of the total body surface  | 50%  |
| 1.7  | Permanent total loss of function of the back or spine below the neck without damage to the spinal cord   | 40%  |
| 1.8  | Permanent complete <i>hearing loss</i> in one ear  | 30%  |
| 1.9  | Permanent complete loss of a thumb   | 30%  |
| 1.10 | Permanent complete loss of a lower jaw by surgical treatment   | 30%  |
| 1.11 | Permanent complete loss of function of the neck or cervical vertebrae without damage to the spinal cord  | 30%  |
| 1.12 | Permanent complete loss of an index finger   | 20%  |
| 1.13 | Permanent complete loss of a kidney  | 20%  |
| 1.14 | Permanent complete loss of a big toe   | 15%  |
| 1.15 | Permanent complete loss of sense of touch or taste   | 10%  |
| 1.16 | Permanent complete loss of another finger  | 10%  |
| 1.17 | Permanent complete loss of another toe   | 5%   |
| 1.18 | Permanent complete loss of a spleen  | 5%   |
|      |  |  |
| 1.19 | Loss of at least 50% of healthy and natural teeth as well as teeth with a filling or crown, excluding deciduous teeth and dentures (the stated percentage applies per tooth) | 1% up to a total <i>insured amount</i> of EUR 10,000 in the event of loss of all teeth   |
| 1.20 | Shortening of the leg by at least 5 cm   | 10%  |
| 1.21 | Partial <i>permanent disability</i>  | A percentage of the <i>insured amount</i> corresponding to the percentage reduction of full physical functioning, taking into account the percentages stated in items 1.2 to 1.19.<br>The degree of <i>permanent disability</i> is established in accordance with the latest edition of the Guide to the Evaluation of Permanent Impairment by the American Medical Association (A.M.A.) and the guidelines of the Dutch Specialist Societies. |
| 1.22 | Whiplash   | The <i>company</i> pays benefit of up to 8% of the sum insured for <i>permanent disability</i> as shown on the policy schedule, for the consequences of a cervical acceleration or deceleration trauma without medically objective abnormalities.  |
| 1.23 | Post-concussion syndrome   | The <i>company</i> pays benefit of up to 8% of the sum insured for <i>permanent disability</i> as shown on the policy schedule, for the consequences of a concussion without medically objective abnormalities.  |

### What if the insured person reaches the age of 85?

the insured amount for item 1.0 or disability is reduced by 50% or to EUR 100,000, whichever is lower.

### What if the insured person had an existing physical disability or medical condition?

The benefit for Items 1.1 through 1.23 of the table of cover is calculated based on the difference between the *insured person's* physical disability or medical condition before and after the *traffic accident*. This assessment is performed by an independent *physician*, chosen and appointed by the *company*, who also determines the percentage of the *insured amount* to be paid.

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**What if the insured person sustains multiple physical injuries as a result of the same traffic accident?**

the maximum amount paid based on all benefits combined does not exceed 100% of the *insured amount*.

## 1.2 What is the insured amount?

The maximum benefit is the *insured amount* stated on the policy schedule and is paid as a lumpsum.

## 1.3 What is the coverage area?

The insurance is valid worldwide.

## Article 2: When is the insurance not covered? (Exclusions)

The AIG General Wordings Traffic Accident Insurance (TAI) for Car leasing companies is state what is never covered. Below is an overview of the additional exclusions from this insurance that apply to the policyholder, insured parties, and other interested parties.

- a) Intent and/or deliberate recklessness: intentional unlawful or deliberate reckless act or omission.
- b) Risk: The *traffic accident* caused by a risk, in which the *insured person* deliberately endangers his life recklessly, unless the performance of this risk is reasonably necessary in lawful self-defence or in an attempt by the insured to save himself, others, animals or property.
- c) Competition: The *insured person* participates in a competition or a street race or drives on a racetrack. d) Theft.
- e) Not allowed seat.
- f) Uninsured *motor vehicles*: An uninsured motor vehicle is considered to be an uninsured motor vehicle if the *motor vehicle*:
  - a. is used for rental and/or leasing; In the case of rental and/or leasing, the exclusion only applies to a *policyholder* who offers rental and/or leasing on a commercial basis. This exclusion does not apply to an *insured person* who uses a rented or leased *motor vehicle*.
  - b. is used for driving lessons and exams; This exclusion does not apply if the driving lesson or test is done with the consent of the *policyholder* as part of the job of the *policyholder*.
  - c. is used for the transport of passengers for a fee. This exclusion does not apply to an insured person who is involved in a *traffic accident* in the course of his/her work as a passenger.

- d. does not have a valid insurance in according to the Dutch law *Motor Vehicle Liability Insurance Act (WAM)*, or a comparable foreign law that applies.
- e. Is a *work equipment*, truck, motorcycle or (special) *moped*.
- g) Uninsured driver: An uninsured driver is considered as an uninsured person if the *insured person* during the *traffic accident*:
  - a. was not authorized to drive the *motor vehicle*.
  - b. The *policyholder* did not give permission to drive the *motor vehicle*.
  - c. drove the *motor vehicle* under the influence of alcohol. Under the influence of alcohol is when the alcohol level is higher than is legally permitted at the time and place of the *traffic accident*.
  - d. drove the *motor vehicle* under the influence of intoxicating, stimulants or sedatives. Unless the use of these products is based on an explicit medical prescription and the *insured person* has complied with the regulations.
  - e. If the driver was not in possession of a valid driving licence or had not carried out an endorsement on the driving licence. h) *Traffic accident* due to *molestation*: See the definition of *molestation*.
- i) *Traffic accident* due to an atomic nuclear reaction.

## Article 3: Which things are important when reporting a claim?

### 3.1 When should the policyholder report the traffic accident?

In order to determine the claim, the rules of the Dutch *Article 7:942 paragraph 1 of the Dutch Civil Code* are used. This means, among other things, that the right to payment from this insurance expires after three years.

### 3.2 What are the obligations in the event of a traffic accident?

Report the *traffic accident* to the *company* as soon as possible. It is desirable to always report a *traffic accident*, even though it is not yet clear whether this will lead to *permanent disability*.

The following obligations apply to the *insured person*, *policyholder* and *relatives*;

- a) Request necessary *medical care* immediately. In any case, within 72 hours.
- b) Do what is asked. For example, going to a *physician* who is chosen in consultation. c) Do not withhold any information.
- d) Please forward any requested information. Even if *the insured person* has (partially) recovered or died.
- e) Give permission to share data with the *company* that is important for settling the claim. f) Give full cooperation to recovery.

The *company* can call in an expert to determine the amount of benefit.

### 3.3 To whom is the benefit will be paid?

To the *insured person*. In case of death of the *insured person's relatives*. The government is excluded.

### 3.4 How to deal with medical disputes?

In case of a medical dispute between *the company* and *the insured*, a decision is made by a medical committee of three *physicians*. This decision is binding on all parties. Each party has the right to appoint a *physician* as a committee member. The appointed *physicians* appoint a *physician* as a third committee member in consultation. If there is disagreement about the choice of the third committee member, this committee member is appointed by the competent court at the request of the most diligent party. The costs, both the judicial costs and the costs associated with the binding decision, shall be carried equally by the parties.

## Legal Articles

No rights can be derived from the legal articles (translated from Dutch) shown here. The text as published by the government always applies.

### Article 7:942 paragraph 1 of the Dutch Civil Code

1. A legal claim against the insurer to make a payment lapses three years after the commencement of the day following the day on which the person entitled to payment became aware of the claimability thereof.
2. The limitation period is interrupted by a written notification, in which a claim is made for payment. A new limitation period of three years begins to run from the beginning of the day following the day on which the insurer either acknowledges the claim or has unequivocally stated that it rejects the claim.
3. In the case of insurance against liability, the limitation period shall be interrupted, by way of derogation from the first sentence of paragraph 2, by any negotiation between the insurer and the person entitled to payment or the injured party. In that case, a new limitation period of three years begins to run from the beginning of the day following the day on which the insurer either acknowledges the claim or has unequivocally informed the person with whom it is negotiating and, if that person is someone else, that it is breaking off the negotiations.

### Wegenwet, article 4

1. A road is public:
  - I. if, after the date of thirty years before the entry into force of this Act, it has been accessible to everyone for thirty consecutive years;

II. if, after the period of ten years before the entry into force of this Law, it has been accessible to everyone for ten consecutive years and has also been maintained during that time by the State, a province, a municipality or a water board; III. when the rightful owner has given away the destination of public to it.

- a. The provisions under I and II are subject to an exception where, during the period of thirty or ten years, it has been clearly indicated on the spot during a period of at least one year that the road is accessible to everyone only for prayer.
- b. This can be done by setting inscriptions such as: own way, private road, private road and similar, or by other signs.

### **Motor Vehicle Liability Insurance Act (WAM)**

The mandatory motor vehicle liability insurance (WAM) also known as car insurance. This car insurance compensates for damage caused by the vehicle. Every owner of a motor vehicle in the Netherlands is legally obliged to take out the insurance.

<https://wetten.overheid.nl/BWBR0002415>

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