

**Motor Fleet Vehicle  
Insurance**

General terms and conditions no. ALD Automotive DK-2401

In line with legislation regarding insurance agreements, the stipulations of such legislation which apply to the insurance insofar as these are not altered in underlying insurance terms and conditions.

*The insurance terms and conditions have been prepared for ALD Danmark A/S and apply to vehicles owned or administered by ALD Danmark A/S*

*This is a translation of a Danish language document.  
In case of disagreement with regard to the policy cover,  
the original Danish language text will prevail.*

**Euro Insurances DAC**  
Registered in Ireland No. 222618

## **Motor Vehicle Insurance**

*The terms and conditions are split into sections with the following content:*

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## **A) General Conditions**

### **1 Who is covered**

1.1 Besides the insured, the insurance covers the policy holder and anyone who, with the permission of the policyholder, uses the vehicle, lets it be used or is the driver; refer also to the subsequent section 1.2.

1.2 For Body Repair Shops (businesses) where the vehicle has been handed over for repair, service or similar, only the transport damages are covered within the policy's scope and;

a) only if the transport takes place in the interests of the policy holder.

b) only if the damage is not covered by the Body Repair Shops (businesses') own insurance.

1.3 If the policy holder or insured sells the vehicle, coverage is allowed – within the policy's scope – of the new owner of up to 21 days from the date of sale unless the new owner has taken out his own insurance.

### **2. In which countries is the insurance cover valid?**

2.1 Third party liability insurance covers in Denmark with the amounts that are stipulated in the Road Traffic Act. In the remainder of Europe as well as in the countries outside of Europe a green card scheme is attached which is covered by the amounts required in the country concerned.

2.2 If a special insurance has been taken out for driving abroad, this insurance covers to the extent the other insurance does not.

2.3 The insurance covers only outside of EU countries when special agreement is made for this with the Insurance Company's head office.

2.4 Outside of Denmark, liability for damage to transported goods is not covered except for personal baggage belonging to other people other than the policy holder and the driver.

2.5 Coverage abroad including Roadside Assistance insurance can be amended or terminated by the Insurance Company with 14-days notice at any time without legal effect on the other parts of the insurance agreement.

### **3. Premium payment, administration charge, etc.**

3.1 The premium is normally paid monthly, or annually, in advance. If the first premium or instalment is not paid on request, the Insurance Company's liability discontinues.

3.2 If subsequent charges are not paid after 1st request, following applies:

Request for payment is sent to the policy holder at last known address. If the premium is not paid after the 1<sup>st</sup> request, the Insurance Company sends a reminder on premium payment to the policy holder at the last known address. This reminder will contain information about the legal effect if the premium payment has not been made by the expiry of the deadline stated on the reminder.

If premium is not paid in time and the Insurance Company will have to remind the policy holder about payment, the policy holder's premium account will be debited with an administration charge. This charge will be added to the following premium billing.

If, due to premium arrears, a red deregistration is forwarded (regardless from which Insurance Company) to the "Motorregister" the Insurance Company is obligated to black-list the policyholder in the companies' joint register and for at least 2 years bill for premium once annually.

3.3 Payment of premiums to the Insurance Company's Danish Insurance Intermediary are deemed to be received from the policyholder.

3.4 ALD Denmark receive commission for the administration of this insurance, the amount of which can be confirmed upon request.

**Commented [CB1]:** Is this correct?

#### **4. Indexation of the premium**

Unless otherwise stated the premium is index regulated every year per 1 January. The index regulation concurs with the development in the wages or any similar index from Statistics Denmark or any other institution.

#### **5. Premium amendment, etc.**

5.1 If amendment is made in the Insurance Company's premium tariff or deteriorations are made in the insurance terms and conditions over and above the stipulation in paragraph 4, corresponding amendment is made for the existing insurance with at least one month's notice to due date.

5.2 If policy holder does not accept an increase in premium or the insurance terms and conditions are tightening, policy holder can demand termination of the insurance from the date of amendment within 14 days of receipt of the notification regarding the amendment.

#### **6. Termination**

6.1 At the earliest, the insurance can be terminated as per due date and with at least 30 days notice.

6.2 After any claim, policy holder as well as the Insurance Company can terminate the insurance with 14-days notice, at the latest 14-days after closing the claim.

#### **7. Change of risk profile**

If a change occurs in the risk as described in the policy, this must be notified immediately to the Insurance Company's Danish Insurance Intermediary in writing and the insurance coverage and premium will be adjusted accordingly to reflect the new situation from the moment of change.

#### **8. Sale or deregistration of vehicle, replacement of vehicle**

If the owner of the vehicle sells the vehicle, he/she must immediately inform the Insurance Company's Danish Insurance Intermediary who will proceed to deregister the vehicle. Refer also to paragraph 1.3.

If prior to the expiry of the insurance period, the policy holder acquires another vehicle to replace the insured vehicle, the policy is changed in accordance with the new vehicle for the premium applicable at the time of change.

The Insurance Company reserves the right to set out tightened terms in connection with the change. If this cannot be accepted by the policy holder, then paragraph 5.2 is applicable.

If the insurance is terminated before the expiry of the insurance period and for the vehicle insured, the premium is regulated accordingly.

#### **9. Car racing and similar**

9.1. Orienteering, precision, economy driving events and practice driving is covered provided that it takes place in Denmark and

- it is no terrain driving
- permission from the Ministry of Justice for each individual event must be available if required
- rules and terms prescribed for the event must be observed
- the event does not take place as part of an international race (e.g. rally)

9.2. Furthermore, practice driving (e.g. slippery roads driving, manoeuvre driving, learner driving) at areas approved by the police and sealed-off for this purpose and provided that the driving takes place under the instruction of an authorized driving instructor, motor organization or corresponding experts.

#### **10. Insurance does not cover**

- 10.1 Whilst the vehicle is used in contravention of the provision from the Ministry of Justice regarding rental without driver, however, refer to paragraph 26.4.
- 10.2 Fines and costs for criminal proceedings.
- 10.3 Damage caused by a driver or passenger not authorised by the policyholder or by a person empowered to authorise him/her.
- 10.4 Vehicles that runs on rails or fixed lines.
- 10.5 Vehicles not running on terra firma.
- 10.6 Vehicles used for transport of passengers for hire or reward.
- 10.7 Vehicles solely used for the transport of liquid petroleum, gas, explosives and/or other chemicals.
- 10.8 Vehicles predominately for use on aviation platforms.
- 10.9 Vehicles used for military activities.
- 10.10 Any liability in respect of contractor's plant and equipment not on a public highway;
- 10.11 Competition, races and practices for races including any form of driving on areas other than the mentioned in Section 9, is not covered.

#### **11. Damage caused by war, earthquake and nuclear**

11.1 Cover shall not apply to any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with Nuclear Energy Risks in accordance with the Nuclear Energy Risks Exclusion Clause (Reinsurance) (1994) - Worldwide excluding United States of America and Canada (N.M.A. 1975a), a copy of which can be provided by the Insurance Company on request.

11.2 Cover shall not apply to any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not)
- civil war, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or looting or pillaging in connection therewith,
- strike, lock-out, riot, civil commotion assuming the proportions of or amounting to a popular rising, mutiny,
- confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public authority or any act or condition incident to any of the above.
- Any act of terrorism. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

#### **12. Notification of claim etc.**

12.1. Any damage or accident that may result in a claim must be reported to the Insurance Company's Danish Insurance Intermediary by telephone or in writing as soon as possible. Theft and robbery must furthermore be reported to the police as soon as possible.

12.2. The policyholder/driver is not allowed to agree on details regarding compensation or repair without prior accept from the Danish Insurance Intermediary of the insurance company. However, minor repairs can be effectuated if it would be illegal or unwarrantable to continue driving the vehicle without the repairs. Failure to comply with the directions above may cause lapse or reduction of the compensation.

## **B) Third party liability insurance**

### **13 Coverage**

13.1 The third-party liability insurance covers the sums applicable for injury to person and damage to property according to the current Road Traffic Act in which the insured has liability for damages caused using the motor vehicle as a motor vehicle according to the Road Traffic Act stipulations, refer also to paragraph 2.2.

Furthermore, liability is covered for injury to the policy holder's person when he/she is not the driver of the motor vehicle.

13.2 This insurance covers damage to third party caused with or by tow bars, legally attached trailers and caravans unless the risk is covered elsewhere.

### **14 The insurance does not cover**

14.1 injuries to the driver's person.

14.2 damage to items belonging to the insured the user or driver.

14.3 damage to attached auxiliary vehicles (trailers/caravans).

14.4 damage covered by the law regarding freight agreements for international roadtransport.

### **15 Settlement regarding compensation**

The Insurance Company is entitled to settle questions of compensation.

### **16 Recourse**

16.1 Pursuant to the Road Traffic Act § 108, section 2 the Insurance Company can raise recourse against anyone who according to the Road Traffic Act § 104 is liable for the damage and who has caused this damage intentionally or by gross negligence.

16.2 The Insurance Company is obligated to make recourse applicable against the policy holder for all damages arise whilst the motor vehicle is rented without driver in contravention of the ministerial order from the Ministry of Justice.

16.3 The Insurance Company has likewise recourse for amounts that may have been paid in compensation for cases of damage not covered under the insurance or which occur after the motor vehicle has been sold. Refer however, to paragraph 1.3.

## **C) Own Damage and Fire insurance**

### **17 Scope of coverage**

17.1 **Own Damage insurance** covers damages inflicted on the insured's or policyholder's vehicle as well as loss of vehicle by theft and robbery.

17.2 The Insurance coverage includes, besides the vehicle its self, fitted equipment and accessories mentioned in the Master Lease/Management Agreement/Individual Leasing Agreement. Fitted equipment and accessories are written off in proportion with the vehicles depreciation.

However, refer to paragraph 17.9.

17.3 Dismantled car accessories are covered provided a corresponding part is not simultaneously fitted on the vehicle.

17.4 Standard tools and up to 5 extra standard rims with tyres are covered when they are only used for the insured's vehicle.

### **However, the following is not covered by the insurance**

17.5 A damage occurred solely and limited to the mechanical/electronic parts (e.g. motor, transmission and steering) unless the damage is provoked by fire, stroke of lightning, explosion, theft, robbery and vandalism or arises during transportation on or by another means of transport.

17.6 Damage caused to the vehicle or parts of it during and in connection with processing or working. Unless the damage arise from driving, fire or falling down from a lift during unloading of the vehicle.

17.7 Damage to vans and trucks during loading or unloading and whilst driving with raised tipper or damage arisen because the tipper or lifting device has not been operated correctly.

17.8 Damage caused by weather impact (e.g. corrosion, rust and frost erosion) or the deterioration of the vehicle caused by tear and wear including chip damages of the paint, scratches etc.

17.9 Equipment that is not standard vehicle equipment, like i.e. tools or special equipment whether or not it is included in the leasing agreement.

17.10 Damage caused by a fault in design, manufacture or construction.

17.11 a) Damage inflicted by lack of water, liquids, oil or fuel.

b) Other mechanical damage unless the damage is caused as a result of fire, stroke of lightning, explosion, theft, robbery or vandalism or if the damage occurs during transportation.

17.12 Damage that occurs only – and is limited to – the electrical system in electrically powered vehicles.

17.13 Damage to the vehicle caused by the goods transported.

17.14 Theft of fuel or fuel used in connection with theft.

17.15 Damage caused by wear and tear or lack of maintenance.

### **Optional Benefits – Glass Cover**

17.16 Accidental Damage of the windscreen or window glass in the Policyholder's vehicle.

If the windscreen or window glass in the Policyholder's vehicle has been damaged, and needs to be replaced, the applicable deductible will be stated in the insurance policy. No deductible will apply to claims for repair of the damaged glass.

Provided that:

- a) the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, a fracture extends through all layers of the windscreen; and
- b) if the broken windscreen or window glass is the only damage to your vehicle; and
- c) only if your vehicle is a passenger car or goods carrying vehicle up to 3,500 kilogrammes carrying capacity

Subject to the appropriate premium being paid for the cover.

### **18 Tracking device**

Tracking devices must be installed in passenger cars with an assessment value of more than DKK 750,000 (VAT included). Apart from the vehicles mentioned above the insurance company's Danish Insurance Intermediary reserves the right to demand installation of tracking devices in vehicles below these limits.

### **19 Regulation of the loss**

The Insurance Company can either compensate the loss with a cash amount or have the vehicle repaired. In case of a total loss the remainder of the vehicle falls to the Insurance Company.

### **20 Cash compensation**

If the Insurance Company settles the loss either by cash payment or the vehicle (respective parts hereof) by way of theft or robbery is not found within 28 days after the Insurance Company has received written loss notification, compensation is set to the amount a vehicle (or parts thereof) of corresponding age and condition would normally be able to be acquired for against cash payment. However, the compensation is maximized to the actual sum insured, usually the purchase price of the vehicle.

### **21 Guaranteed Auto Protection - GAP**

This cover is applicable to vehicles which are owned by ALD Automotive Denmark A/S (ALD DK) or Managed through ALD DK's Partner Vehicle Program. The ALD DK Partners are defined in the Policy Schedule.

Regardless of paragraph 20 the compensation - as a minimum - will always correspond to the settlement amount with the leasing company (the residual value).

### **22 Transport costs**

In case of damages entitled to coverage, the Insurance Company pays the necessary costs for the transport of the vehicle to the nearest Body Repair Shop.

If a vehicle is found after theft or robbery, the Insurance Company pays the necessary costs for the transport of the vehicle to the registered address.

The mentioned transport costs are not covered if the cost is covered by another insurance, subscription, or similar.

### **23 Repair**

- 23.1 Body Repair Shops must be appointed by the Insurance Company/the Danish Insurance Intermediary.
- 23.2 The vehicle must to the extent possible be repaired.
- 23.3 Increased costs for repair carried out outside of normal working hours are not compensated.
- 23.4 Deterioration of the vehicle's commercial value as a result of repair is not compensated.
- 23.5 If the repair results in an improvement of the vehicle, the policy holder pays for this part of the repair cost which corresponds to the improvement made.
- 23.6 If the damage occurred whilst the vehicle was left in the hands of or sold to a repair technician or dealer, refer to paragraph 1.2 and 1.3, the repair which can be carried out at the workshop of the person concerned can be done at net prices and without VAT as well as with deduction of any excess.

### **24 Value Added Tax**

The Insurance Company does cover VAT to the extent that the VAT is deductible for the policyholder, the person causing the loss or the repairer.

### **25 Outlay of excess/VAT**

If the Insurance Company has outlaid an excess amount and/or a VAT amount, the Insurance Company has the right to request the policy holder to pay this outlay.

If the billed amount is not paid, the insurance can be terminated by the Insurance Company, cf. paragraph 6.2.

### **26 The insurance does not cover**

- 26.1 Damage caused with intentional or with gross negligence, cf. Insurance agreement law, § 18, however, refer to paragraph 26.4.
- 26.2 Damage caused whilst the vehicle is driven by a person who was under the influence of alcohol or drugs, cf. Insurance agreement law § 20, however refer to paragraph 26.4.
- 26.3 Damage that has occurred whilst the vehicle has been driven by a person who does not have a statutory driver's licence. Refer however to paragraph 26.4.
- 26.4 With regard to the exceptions in paragraph 10.1, 10.3, as well as 26.1, 26.2 and 26.3 the following applies: If the damage is caused by the policyholder, his/her spouse or partner as well as permanent user the policyholder is covered by the insurance if it can be established that the policy holder was ignorant of the circumstances as described **and** that the ignorance of this is not due to gross negligence. If the Insurance Company is obligated to pay compensation for such damage, the Insurance Company has recourse against the person liable for the damage.
- 26.5 Expenses for loan or rental of another vehicle during the repair period.
- 26.6 Loss of use of vehicle.

### **27 Disagreement**

The insured or policyholder as well as Euro Insurances DAC, are entitled to demand that the claim be calculated by an impartial assessor appointed by the Danish Automobile Dealer Association. The cost of the assessor is split equally between the parties.

### **28 Arbitration**

The policyholder is entitled – but not obligated – to demand that a refusal of coverage or the question of the size of the compensation is settled by arbitration. The policy holder and the Insurance Company/the Danish Insurance Intermediary each choose an arbitrator within 8 days. The arbitrators choose an impartial. If they can not agree on this within 14 days, an arbitrator is designated by the presiding Judge in Glostrup (Copenhagen). The court of arbitration shall settle the case definitively by a written justifying decision according to the insurance terms and regulations of Danish law. The court of arbitration also settles the question of the costs, including payment of the fee for the court of arbitration.

For the cases not settled by arbitration legal action must be taken at the Court of Glostrup as the Court of First Justice. Furthermore the law of arbitration is valid.

### **29 Legislation**

The insurance is comprised by Danish legislation regarding insurance agreements and insurance business.

### **30 Complaints**

Complaints about the insurance contract may be submitted to:

ALD Automotive Danmark A/S  
Helgeshoj Alle 34,  
2630,  
Taastrup,  
Denmark.

*Or*

Euro Insurances DAC  
Block C  
Ground Floor  
Central Park  
Leopardstown  
Dublin 18, Ireland  
Tel: +353 1680 41 60  
Fax: +353 1680 41 40  
complaints@leaseplaninsurance.com

### **D) Roadside Assistance insurance abroad**

#### **31 SOS-INTERNATIONAL**

The complete terms and conditions appear on the red SOS card which can be requested from the Insurance Company's Danish Insurance Intermediary.

#### **Roadside Assistance insurance abroad**

Roadside Assistance insurance abroad presumes that Own Damage insurance is written – including or excluding fire insurance – and covers passenger cars, delivery vans and lorries with permitted total weight not over 3.5 tons, trailers / caravans for such vehicles, as well as motorcycles and scooters. The insurance

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does not, however, cover if the premium is not paid and the purpose of the journey is the transport of goods. The coverage includes possible transport home, towing, provision of spare parts, substitute vehicle, certain unforeseen hotel stay, etc.

#### **E) Data Processing and Data Protection – General Data Protection Regulations**

Personal Data may be provided to Euro Insurances DAC or its agents and will be dealt with in accordance with the Data Protection legislation. Further information can be obtained in the Euro Insurances DAC privacy policy which is available at [www.leaseplaninsurance.com/page/privacy-statement1](http://www.leaseplaninsurance.com/page/privacy-statement1)

Euro Insurances DAC may use, process and store your Personal Data for the following purposes:

Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil your contract and comply with legal obligations.

The Personal Data may be processed primarily within Euro Insurances DAC, but may be provided to other companies and organisations with which Euro Insurances DAC may be co-operating, for example reinsurers, agents and public authorities in cases where there is a legal requirement to do so.

For further information regarding the third parties that Euro Insurances DAC may share Data with, please see our Privacy Policy [www.leaseplaninsurance.com/page/privacy-statement1](http://www.leaseplaninsurance.com/page/privacy-statement1)

Euro Insurances DAC is a data controller under data protection legislation. Euro Insurances DAC will retain your Data for no longer than is required or legally permitted. please see our Privacy Policy [www.leaseplaninsurance.com/page/privacy-statement1](http://www.leaseplaninsurance.com/page/privacy-statement1) for further information on the retention of Personal Data.

#### **F) Contact Information**

##### **Contact - Intermediary:**

ALD Automotive Danmark A/S  
Helgeshoj Alle 34,  
2630,  
Taastrup,  
Denmark.

##### **Danish Legal and Claims Representative:**

Auto Claim Handling Danmark A/S  
Midtager 20,  
2605 Brøndby, Denmark  
Telephone: +45 43 20 14 40  
Mail: [skade@autoch.dk](mailto:skade@autoch.dk)  
CVR: 42693480

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