



ENNIA SPECIAL TERMS AND CONDITIONS INSURANCES MOTOR VEHICLE

SPECIAL TERMS AND CONDITIONS MOTOR VEHICLE INSURANCE NO. MPV-001*

**These Terms and Conditions have been translated for your convenience. Reasonable efforts have been made to provide an accurate translation; however, no translation is perfect nor is it intended to replace the original Terms and Conditions. If any questions arise related to the accuracy of the Terms and Conditions contained in this translated English version, please refer to the Dutch version, which is the original version. In case of discrepancies or differences between the English version and the Dutch version, the original Dutch Terms and Conditions will apply.*



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SPECIAL CONDITIONS OF MOTOR VEHICLE INSURANCE

PRIVATE MOTOR INSURANCE NO. MPV-001

GENERAL

Article 1 Area of Cover

The insurance applies on Aruba, Bonaire and Curacao.

Article 2 Insured

The Insured are the Policyholder, the bona fide possessor, the holder, the authorised driver and the passengers of the Motor Vehicle as well as the employer of the aforementioned Insured if the employer is liable in its capacity of employer for damage or loss caused by any of the Insured.

Article 3 Place of residence and changes

The premium for this insurance is in part computed by reference to the place of residence of the regular driver, the registered office of the Policyholder or the place where the Motor Vehicle is usually kept. Effective from the date of a change in the place of residence, the registered office or the place where the Motor Vehicle is usually kept, the premium may be lowered or raised depending on the prevailing conditions at that time.

During the term of the insurance agreement, the premium may also be affected by changes in the age of the regular driver and/or the use of the insured Motor Vehicle, all in accordance with the premium rates published by the Company. The Policyholder is obliged to inform the Company of any:

1. change in the home address of the regular driver, the registered office of the Policyholder or the place where the Motor Vehicle is usually kept;
2. change of regular driver;
3. change of Motor Vehicle;
4. change in purpose of the vehicle;
5. change in cargo capacity and/or weight of the Motor Vehicle referred to on the test certificate.

Article 4 Temporary replacement of the Motor Vehicle

1. During repair or maintenance in a recognised repair establishment or during assessment of the compensation upon a total loss of the Motor Vehicle, the insurance will also apply to any replacement Motor Vehicle of a similar model and price category, under the condition that the replacement Motor Vehicle does not belong to the Policyholder and/or members of his or her household and has not been insured elsewhere. Contrary to the provisions set forth below, the Company will pay costs of repair in the event of damage to the vehicle up to the Current Value of the replacement Motor Vehicle immediately before the occurrence of the damage or loss, less





the value of the remains. In the event of loss of the Motor Vehicle, the Company will pay the current value immediately before the occurrence of the loss.

2. Insofar as applicable, recognised repair establishment means any repair establishment officially recognised by the Company for repairs of mechanical, electrical or bodywork damage to Motor Vehicles within the meaning of the insurance agreement, which establishment satisfies the statutory business establishment requirements and is as such a member of a professional or trade organisation recognised by the Company.

Article 5 General discount and surcharge provisions

- 1 The following discount and surcharge scheme applies to compute the premiums:
 - a. The premium due is partly computed at the start of or on any amendment to the insurance with the help of the discount and surcharge grade set out on the policy schedule;
 - b. Once the grade on the scale has been determined, the premium for the next insurance year is computed with the help of the discount and surcharge table applicable to the liability cover or vehicle cover, respectively, depending on the number of third-party liability and vehicle insurance claims in the past year;
 - c. Changes in grade are always made with effect from the principal premium due date;
 - d. The right to a discount or higher discount will not revive until one claim-free insurance year has elapsed.
 - e. Different discount and surcharge tables apply to third-party liability cover, cover of damage or loss of third parties and vehicle damage cover. The various discount and surcharge tables are applied on a split basis. A claim for damage or loss under the liability cover does not affect the discount and surcharge grade of the vehicle cover, and, conversely, a claim for damage or loss under the vehicle cover does not affect the discount and surcharge grade of the liability cover.
2. A claim has no effect on this scheme if:
 - a. the Company is not obliged to pay compensation, costs of legal assistance or legal costs;
 - b. the Company has recovered the compensation paid in full (for the purpose of which the effects of loss settlement agreements among insurers are not taken into consideration);
 - c. a damage or loss event referred to in Article 22(1) (c) to (i) is involved, and in case of theft of the entire vehicle, the relevant discount table applies unless the Company is of the opinion that the Insured has made it reasonably evident that the vehicle was equipped with adequate antitheft and/or anti-burglary devices at the time of the damage or loss;
 - d. the Company has been unable to recover the compensation paid in full, solely as a result of compensation based on the new-for-old scheme referred to in Articles 18 and 19;
 - e. the Policyholder refunds the amounts of compensation paid by the Company within three months insofar as no further compensation payment is expected in relation to the events;
 - f. the Company has been unable to recover the damage or loss because the damage or loss was caused by a vehicle that is known to the Company, but is uninsured.
3. In applying the relevant discount and surcharge table, the Company has the right to take into consideration any damage notifications that have not yet led to a benefit payment as long as it is reasonably expected that the damage notification may lead to a benefit payment.
4. Under the provisions of this Article, a discount is granted on or surcharge added to the premium after one insurance year pursuant to the tables of Article 12 and/or Article 21.



Article 6 Waiver of right of recovery

Unless their liability has been insured elsewhere, the Company waives its right to recover any benefit payment from:

1. the driver of the Motor Vehicle;
2. any passenger of the Motor Vehicle who has been authorised as such by the Policyholder to use the Motor Vehicle;
3. the employer if he is liable for the persons referred to in paragraphs 1 and 2; provided that:
 - they did not cause the damage or loss deliberately;
 - they have fulfilled the obligations referred to in the General Conditions in the event of damage or loss;
 - they are not subject to any exclusion ground referred to in Article 8.

Article 7 End of the insurance cover

Further to the provisions of the General Conditions, the insurance cover ends with due observance of the statutory provisions:

1. once the Insured no longer has his or her place of residence on Aruba, Bonaire or Curacao;
2. once the Insured or his or her heirs cease to have an interest in the Motor Vehicle and also lose actual control over it;
3. if the Motor Vehicle is usually garaged outside Aruba, Bonaire or Curacao or carries a foreign number plate;
4. once the Company has compensated damage to the Motor Vehicle on a total-loss basis.

Article 8 Exclusions

Without prejudice to the provisions of the General Conditions then in force, the insurance also excludes the following:

1. damage or loss occasioned while competing in races or rallies in which the speed element dominates;
2. damage or loss occasioned while the Motor Vehicle is used for renting-out (including leasing) unless stated on the application or change form;
3. damage or loss occasioned by gross negligence or with the consent of an Insured;
4. damage or loss occasioned by any person using the Motor Vehicle unlawfully and without authorisation from the Policyholder;
5. damage or loss occasioned while the Motor Vehicle is in use for a purpose other than reported to the Company or permitted by law;
6. damage or loss occasioned while a trailer, semi-trailer or other object is coupled to the Motor Vehicle for non-private purposes;
7. damage or loss occasioned while the actual driver of the Motor Vehicle is not in possession of a valid driving licence that is legally required for the Motor Vehicle or one that has expired fewer than six months, and damage or loss while the actual driver was deprived of or denied his or her driving qualification or was disqualified from driving by authorities competent for that purpose;
8. damage or loss occasioned during the time that the Motor Vehicle is claimed or seized by a government authority;
9. damage or loss that was in all likelihood occasioned while the Insured was unfit to drive Motor Vehicles to the extent that he or she would have been barred from driving by law or by government authorities;





10. damage or loss occasioned while the driver of the Motor Vehicle was under the influence of alcoholic drinks and/or other intoxicating or stimulating substances to the extent that he or she should be deemed to have been unfit to drive the vehicle properly.

The exclusions set forth in paragraphs 1 to 10 do not apply to an Insured who demonstrates that the circumstances contemplated above occurred beyond his knowledge and will and that he or she is reasonably not to blame in relation to those circumstances.

11. damage or loss of items of which the Policyholder, the possessor, the holder or the driver is the owner or hire-purchaser (with the exception of the case referred to in Article 11) or damage or loss of items carried in the Motor Vehicle, with the exception of damage or loss to personal wearing apparel of the passengers;
12. damage or loss occasioned by items during loading or unloading the Motor Vehicle;
13. damage or loss arising exclusively from contractual obligations assumed by or on behalf of the Insured;
14. liability for personal injury inflicted on the Policyholder, the possessor, the holder and the driver of the Motor Vehicle that caused the accident or the spouses of the aforementioned persons as well as their living-in relatives by blood or affinity in the direct line who are maintained by them, all of them insofar as they are eligible for compensation in respect of the damage or loss on the basis of another insurance or are eligible to financial benefits or benefits in kind on any other basis.
No compensation will be granted if the claiming party is someone other than the injured natural person who is directly involved in the Event or his or her surviving relatives;
15. liability for personal injury by occupants while in any compartment of the Motor Vehicle or a trailer attached to it that is not equipped or intended for carrying people.
16. damage or loss in the form of value reduction or wear and tear, on the basis of the Vehicle cover;
17. damage or loss to the mechanism due to inexpert use, subject to the provisions of Article 22(1)(b);
18. damage or loss due to gross negligence, intent or recklessness of the Policyholder or the driver of the Motor Vehicle, respectively;
19. damage or loss by an Uninsured Motor Vehicle if the emergency service stated on the policy schedule was not called in for assistance and a report was not promptly made to the police;
20. damage or loss if the Insured did not promptly report the accident, whether or not caused by him or her, to the emergency centre of the emergency service prescribed by the insurer, regardless of whether the police was also called. In this connection, accident means any event that may lead to a payment obligation for the insurer;
21. damage or loss occasioned by operating or maintaining and/or in any way using vehicles;
 - a. for the transport of highly explosive materials such as nitro-glycerine, dynamite or similar explosives;;
 - b. for the bulk transport of liquid kerosene or petrol (the use of a tank car to transport fuel is permitted);
 - c. for mobile workstations and plant of contractors off the public road;
 - d. for transport of chemicals or gases, either in liquid form or compressed;
 - e. at airports (use is permitted on generally accessible roads to the airport and on generally accessible car parks);
22. damage or loss that is covered by another insurance or statutory scheme, whether or not of older date, or that would have been covered if the present insurance were not to have existed.

Article 9 Deposit abroad

If, in order to safeguard the rights of an injured party, a government authority requires payment of a deposit to have an attachment on a Motor Vehicle lifted or to obtain the release of an Insured, the Company will provide that deposit up to ANG/AWG 50,000 (USD 27,950) for all the Insured jointly, provided that the Insured on behalf of whom the deposit is paid is eligible for compensation of the damage by the Company.





The Insured is obliged to authorise the Company irrevocably to take possession of the deposit once it is released. The Insured will fully cooperate to obtain the refund.

The Insured is obliged to repay the deposit to the Company within 10 days of receiving it back from the foreign government authority.

COVER CONDITIONS FOR DAMAGE OR LOSS OF THIRD PARTIES; LIABILITY

CATEGORY I THIRD-PARTY LIABILITY

Article 10 Scope of cover

1. Without regard for any provisions to the contrary in these insurance conditions, this insurance is deemed to satisfy the requirements set by or pursuant to the (Antillean) National Ordinance on Motor Vehicles Liability Insurance (Landsverordening Aansprakelijkheidsverzekering Motorrijtuigen (LAM) .
2. The insurance covers the liability under civil law of the Insured due to damage or loss inflicted with or by the Motor Vehicle on persons, including persons who and/or goods which are carried by the Motor Vehicle causing the damage or loss for all of the Insured jointly up to the amount per Event referred to on the policy schedule.
3. The Company is responsible for the assessment and settlement of the damage or loss. It has the right to compensate injured parties and to enter into a settlement with them directly. It will do so with the greatest possible regard for the interests of the Insured.
4. If higher than the sum insured and if necessary, the cover includes compensation of:
 - a. the costs of any defence conducted in civil-law proceedings against the Company by an injured party;
 - b. the costs of any defence in civil proceedings conducted against any Insured by the injured party and the related procedural costs if awarded against the Insured, provided that the Company is in charge of the defence conducted;
 - c. costs of legal assistance granted with the consent of the Company in any criminal proceedings brought against an Insured (fines, transaction amounts and legal costs related to a criminal trial are not compensated);
 - d. statutory interest on the claim covered by the insurance insofar as the Company was aware of the notice given to the Insured or was informed by the Insured of any proceedings under civil or criminal law.

Article 11 Damage to other own vehicles

Contrary to the provisions of Article 8(11), damage or loss are co-insured that are inflicted with or by the Motor Vehicle to other motor vehicles, trailers or semitrailers (provided that they are not coupled to the Motor Vehicle causing the damage) of which the Policyholder is possessor, holder or user, under the following additional provisions:

1. the actual driver who inflicted the damage must have been at fault;
2. the damage must have been inflicted on the public road;
3. insofar as industrial motor vehicles are involved that are in use with the Policyholder, the damage must have been inflicted outside the buildings and/or the entrances and exits of the buildings, garages or sites.





The provisions of this Article apply insofar as the damage to the motor vehicle has not been insured under any other insurance whether or not of another date. No insurance is provided for any business loss or depreciation in value due to the incident of loss or damage.

Article 12 Third-Party Liability Discount and Surcharge Table

Further to the provisions of Article 5, a discount is granted on or a surcharge added to the third-party liability premium after one insurance year in accordance with the following table:

DISCOUNT AND SURCHARGE TABLE

The discount and surcharge grade after one insurance year is as follows:

Grade	Current premium %	Without claim to grade	With 1 claim to grade	With 2 claims to grade
22	20	22	17	17
21	25	21	16	15
20	25	20	15	13
19	25	19	14	11
18	30	19	13	11
17	30	18	12	9
16	30	17	9	5
15	35	16	8	5
14	35	15	7	4
13	35	14	6	3
12	40	13	5	2
11	40	12	4	1
10	45	11	3	1
9	45	10	3	1
8	50	9	3	1
7	60	8	3	1
6	70	7	3	1
5	80	6	2	1
4	90	5	2	1
3	100	4	2	1
2	110	3	1	1
1	120	2	1	1





COVER CONDITIONS OF DAMAGE TO OWN VEHICLES; VEHICLE INSURANCE

Article 13 Definitions

Motor Vehicle:

Motor Vehicle means the standard edition of the Motor Vehicle described in the policy, including any fitted accessories and/or additional equipment, but only insofar as those additions to the standard edition have been included in the sum insured. Above the sum insured, up to 10% of the current value is co-insured of the Motor Vehicle, the fitted accessories and/or additional equipment, the fitted alarm systems that are not part of the standard edition and the safety enhancing accessories that have not been fitted. Car telephones, radio telephones, eavesdropping equipment and image reproducing equipment, transmission and receiving equipment and race and rally equipment are not regarded as accessories or additional equipment and are not insured.

Uninsured Motor Vehicle:

means a Motor Vehicle within the meaning of the National Ordinance on Motor Vehicles Liability Insurance that does not belong to the Policyholder or the driver of the insured Motor Vehicle, in respect of which third parties cannot rely on a liability insurance pursuant to that Ordinance at the time of a collision with the Motor Vehicle of the Insured, which was driven on the public road at the time of the collision.

Current Value:

Current Value means the amount for which a vehicle of similar make, model, edition and age can reasonably be purchased.

Article 14 Excess/deductible (Limited Vehicle and Comprehensive Vehicle Insurance)

1. If the policy schedule refers to an excess/deductible per event under 'Vehicle Insurance', that amount is deducted from the compensation per claim.
2. If the driver of the Motor Vehicle is younger than 23 years at the time of the traffic accident, an extra excess/deductible applies to the Policyholder per Event in addition to the excess/deductible referred to above if that is in accordance with the statutory requirements.
3. The excess/deductible will not be deducted if an insured Motor Vehicle was, in the opinion of the Company, damaged within the Area of Cover by another motor vehicle carrying a number plate of the Area of Cover referred to in Article 1, whose driver was completely and demonstrably at fault and whose name and address are known, unless Article 11 applies. The Policyholder is obliged to an immediate refund if the Company is of the opinion after assessing the damage that the benefit cannot be recovered or cannot be recovered in full.





Article 15 Theft Article 15 Theft, joyriding and misappropriation

1. The Policyholder is obliged to promptly report any Motor Vehicle or parts thereof gone missing to the police or other competent investigation authority and to send the proof of the report and the fully completed and signed claim form to the Company.
2. The right to a benefit commences if the Policyholder has not received or has not been able to receive the Motor Vehicle back within 30 days after the Company has received the claim form and proof of the report to the police and after the Policyholder has turned over at least the keys to the Motor Vehicle and, if possible, the tax and test certificate to the Company and transferred his ownership rights to the Motor Vehicle by deed of ownership transfer to the Company. After the aforementioned 30 days have elapsed, the Policyholder is not obliged to take back the Motor Vehicle.

Article 16 Costs of assistance

Unless otherwise provided in the conditions, if damage is covered, the Company will pay the costs of:

1. salvage, necessary surveillance and (if the Motor Vehicle cannot drive by its own force), transport of the Motor Vehicle to the place or establishment designated by the Company for expert assessment and, in the absence thereof, to the nearest recognised repair establishment, where the Motor Vehicle can be properly repaired;
2. contributions arising from general average.

A right to payment of the costs will exist only if the Insured or the driver of the insured vehicle fully cooperates with any organisation providing assistance designated by the Company.

Article 17 - Compensation

1. The Company pays compensation:
 - a. In the event of damage or loss to the Motor Vehicle, only the costs of repair, limited to the Current Value of the insured Motor Vehicle immediately before the occurrence of the damage, less the value of the remains;
 - b. upon loss of the Motor Vehicle, the old-for-new value of the insured Motor Vehicle immediately before the occurrence of the damage;
 - c. In the event of property damage to the Motor Vehicle by an Uninsured Motor Vehicle, and Limited Vehicle cover, never more than ANG/AWG 18,000 (USD 10,060).
 - d. In the event of damage or loss due to medical costs and the costs of funeral of all occupants jointly, never more than an amount of ANG/AWG 36,000 (USD 20,200). In the event of damage or loss of a number of occupants, compensation is paid proportional to the costs incurred per occupant.
2. If the sum insured referred to on the policy schedule is less than the original listed price at the time of conclusion or that of the most recent amendment to the insurance, the damage or loss is compensated proportional to the sum insured up to that value.
3. The calculation of the damage or loss is exclusive of import duties and taxes if it is found that they are recoverable for the Policyholder or the Policyholder has been exempted from them.





The calculation of damage or loss is inclusive of import duties and taxes if those duties are not recoverable for the Policyholder or if the Policyholder has not been exempted from them, and the premium calculation is also based on the sum insured including those import duties and taxes.

4. With respect to compensation in the event of a total loss of the Motor Vehicle, the Company reserves the right to transfer the wreckage to a party that it will designate.
In that case, the insurance payment will not be made until the Insured has turned over the test and insurance certificates as well as the ignition keys to the Company and, if the right referred to in the previous sentence is exercised, the Insured has signed a deed of ownership transfer provided by the Company.

Article 18 New-for-old value and fixed depreciation scheme for Limited Vehicle and Comprehensive Vehicle Insurance

- I The following provisions apply in addition to Article 17 to any passenger car referred to in the last paragraph of this Article that is not older than 14 days when the first test certificate is issued and that has been insured pursuant to Article 22 or Article 23:
 1. The new-for-old value of the Motor Vehicle will be the current price of a new Motor Vehicle of the same make, model and edition on the date of damage or loss up to 125% of the value stated on the policy schedule, and if that model is no longer available, the most recently known new-for-old value will be indexed pursuant to the index figures of Family Consumption of Statistics Netherlands up to 125% of the value stated on the policy schedule.
 2. If the damage or loss occurs within a period of 12 months after the date of issue of the first test certificate, the value of the Motor Vehicle immediately before the occurrence of the damage will be assessed at the new-for-old value in accordance with the first paragraph of this Article.
 3. If the damage or loss occurs after the 12-month period referred to in paragraph 2, but before the 37th month, the new-for-old value applicable on the date of damage or loss will be used for each full month after the 12th month after the first test certificate was issued and by 1.5% on the first ANG/AWG 20,000 (USD 11,200), insofar as applicable, including taxes, and by 2% on any higher amount, insofar as applicable, including taxes.
 4. For passenger cars older than 36 months, the new-for-old value computed pursuant to paragraph 3 will be reduced from the 37th month to the 60th month by 1% per month of that value.
 5. For passenger cars older than 60 months, no depreciation will be applied, but the expert of the Company will establish the Current Value.
 6. The assessed claim amount will also be paid if the sum insured is exceeded, provided that it was appraised correctly at the time of conclusion of the insurance.
 7. If the costs or repair are higher than two-thirds of the value assessed pursuant to the Current Value scheme, the Policyholder may claim compensation of the difference between that value will and the value of the Motor Vehicle after the damage;
 8. If, according to the Current Value scheme of Article 17, the value of the Motor Vehicle prior to the damage is found to be higher than under the new-for-old value and fixed depreciation scheme, the damage or loss will be assessed by reference to the Current Value.





For the purposes of this Article, a passenger car means any Motor Vehicle intended primarily for passenger transport which is not used as a coach, taxi and or for a similar form of passenger transport such as renting or *semi*-renting, use as courtesy car, lease car and driving school car. Vehicles equipped wholly or partly for freight transport are not regarded as passenger cars.

- II For all other vehicles, if the damage or loss arises within a period of 60 months after the vehicle first came into traffic, the sum insured stated on the policy will be reduced by depreciation as follows:
- a. for Motor Vehicles up to 12 months old, 25% of the sum insured;
 - b. for Motor Vehicles up to 24 months old, 20% of the value computed in paragraph a;
 - c. for Motor Vehicles up to 36 months old, 15% of the value computed in paragraph b;
 - d. for Motor Vehicles up to 48 months old, 10% of the value computed in paragraph c;
 - e. for Motor Vehicles up to 60 months old, 10% of the value computed in paragraph d.

For Motor Vehicles older than 60 months, no depreciation is applied, but the expert of the Company will establish the Current Value.

Article 19 New-for-old Scheme Ideal Comprehensive Vehicle Insurance

The following provisions apply to any passenger car referred to in the last paragraph of this Article that is not older than 14 days when the first test certificate is issued and that has been insured pursuant to Article 24:

1. The new-for-old value of the Motor Vehicle will be the current price of a new Motor Vehicle of the same make, model and edition on the date of damage or loss up to 125% of the value stated on the policy schedule, and if that model is no longer available, the most recently known listed value will be indexed pursuant to the index figures of Statistics Netherlands for Family Consumption up to 125% of the value stated on the policy schedule;
2. If the damage arises within a period of 36 months of the date on which the first test certificate was issued, the value of the Motor Vehicle immediately before the occurrence of the damage will be assessed at the new-for-old value will pursuant to the first paragraph of this Article;
3. The assessed damage amount will be paid, also if the sum insured is exceeded, provided that it was an appraised correctly at the time of conclusion of the insurance.
4. If the costs or repair exceed two-thirds of the Current Value, the Policyholder may claim compensation of the New-For-Old Value:

For the purposes of this Article, a passenger car means any Motor Vehicle intended primarily for passenger transport which is not in use as a coach, taxi or for a similar form of passenger transport such as renting or *semi*-renting, use as a courtesy car, lease car and driving school car. Vehicles equipped wholly or partly for freight transport are not regarded as passenger cars.





Article 20 New-for-old scheme Ideal Comprehensive Vehicle Insurance for drivers younger than 23 years

If the actual driver of the Motor Vehicle was younger than 23 years at the time of the damage or loss and the costs or repair exceed two-thirds of the Current Value, the provisions of Article 19 are departed from and the following depreciation rules apply:

1. If the damage arises within a period of 12 months of the date on which the first test certificate was issued, the value of the Motor Vehicle immediately before the occurrence of the damage or loss will be assessed at the new-for-old value pursuant to the provisions of the first paragraph of Article 19.
2. If the damage or loss arises after the 12-month period referred to in paragraph 1, but before the 37th month, the new-for-old value applicable on the date of damage will be reduced for each full month after the 12th month of issue of the first test certificate by 1.5% for the first ANG/AWG 20,000 (USD 11,200), insofar as applicable including taxes, and by 2% of any higher amount, insofar as applicable, including taxes.
3. For passenger cars older than 36 months, the new-for-old value computed pursuant to paragraph 2 will be reduced from the 37th month to the 60th month by 1% per month of that value.
4. For passenger cars older than 60 months, no depreciation is applied, but the expert of the Company will establish the Current Value.
5. The assessed amount will be paid, also if the sum insured is exceeded, provided that it was appraised correctly at the time of conclusion of the insurance.
6. If the costs of repair exceed two-thirds of the amount assessed pursuant to the Current Value and depreciation schemes referred to in this Article, the Policyholder may claim compensation of the difference between that value and the value of the Motor Vehicle after the damage.
7. If, according to the Current Value scheme of Article 13, the value of the Motor Vehicle prior to the damage or loss is found to be higher than under the new-for-old-value and fixed depreciation scheme, the damage or loss will be assessed at the Current Value.



Article 21 Discount and surcharge table Limited Vehicle, Comprehensive Vehicle and Ideal Comprehensive Vehicle Insurance

Further to the provisions of Article 5, a discount is granted on or a surcharge added to the premium for Limited Vehicle, Comprehensive Vehicle or Ideal Comprehensive Insurance after the first insurance year in accordance with the following table:

DISCOUNT AND SURCHARGE TABLE

The discount and surcharge grade after one insurance year will be as follows:

Grade	Current premium %	Without claim to grade	With 1 claim to grade	With 2 claims to grade
22	20	22	17	17
21	25	21	16	15
20	25	20	15	13
19	25	19	14	11
18	30	19	13	11
17	30	18	12	9
16	30	17	9	5
15	35	16	8	5
14	35	15	7	4
13	35	14	6	3
12	40	13	5	2
11	40	12	4	1
10	45	11	3	1
9	45	10	3	1
8	50	9	3	1
7	60	8	3	1
6	70	7	3	1
5	80	6	2	1
4	90	5	2	1
3	100	4	2	1
2	110	3	1	1
1	120	2	1	1





Category II Limited Vehicle Insurance

Applies only if declared applicable on the policy schedule.

Article 22 Scope of cover

1. Cover is subject to an excess/deductible stated under 'Vehicle Insurance' on the policy schedule per Event of damage or loss or destruction of the Motor Vehicle by:
 - a. fire (exclusive of scorching or singeing damage), lightning strike, explosion or short-circuit, also if the Event is due to an inherent defect of the Motor Vehicle (self-combustion);
 - b. theft or attempted theft, joyriding, fraud or embezzlement by parties other than the Policyholder or forcible entry of the Motor Vehicle and any external contingency, for the time that the Motor Vehicle is unavailable to the Policyholder due to any of the aforementioned events; in addition, the provisions of Article 15 apply;
 - c. breakage of one or more windows of the Motor Vehicle, without other damage to the Motor Vehicle apart from broken glass from that or those window(s); no excess applies to repairs with a resin injection;
 - d. a demonstrable collision with game, birds or stray animals, only insofar as the damage is directly due to the collision itself;
 - e. flooding (howsoever arisen), tidal waves, earthquake, landslide, volcanic eruption, falling mountain rocks;
 - f. storm which is understood to be wind at a speed of at least 62 kilometres per hour;
 - g. impact with an aircraft, parts of it or objects falling from an aircraft outside an airport;
 - h. any external contingency for the time that the Motor Vehicle is turned over to a shipping company for transport by any means of transport, with the exception of damage or loss arising during hoisting and towing and damage such as scrapes, scratches or paintwork damage;
 - i. soiling of the upholstery due to a wounded person being carried at no charge;
 - j. riots, rioting or uprising as occasional manifestations of violence;
 - k. collision with an Uninsured Motor Vehicle or a Motor Vehicle that has remained unidentified when it can legally be established that the driver of that Motor Vehicle is liable for the damage due to the collision.
2. If the damage or loss is due to any of the events referred to in this Article, the Company will also pay the costs of replacing number plates, the test certificate and the tax certificate.
3. In addition to the damage or loss referred to in the first paragraph of this Article, the insurance will also compensate the direct medical costs necessary and the reasonable costs of funeral of any occupant of the insured Motor Vehicle in the event of a collision between the insured Motor Vehicle and an Uninsured Motor Vehicle or a Motor Vehicle that remains unidentified when it can legally be established that the driver of that Motor Vehicle is liable for the damage due to the collision. Cover applies only if the aforementioned costs are incurred within two years of the collision with the Uninsured Motor Vehicle.
4. In addition, the insurance pays any salvage costs exceeding the sum insured up to an amount equivalent to the sum insured.

Category III Comprehensive Vehicle cover

Applies only if declared applicable on the policy schedule.





Article 23 Scope of cover

The insurance provides cover less an excess/deductible stated under 'Vehicle Insurance' on the policy schedule per Event of damage and loss or destruction of the Motor Vehicle by:

- a. all the risks referred to in Article 22;
- b. collision, overturning or going off the road and/or entering the water, whether or not caused by an inherent defect of the Motor Vehicle;
- c. any other external contingency;
- d. if the damage or loss is due to a covered Event, the Company will also pay the costs of renting a similar replacement car due to the vehicle being unavailable, up to ANG/AWG 75 (USD 50) per day and ANG /AWG 1000 (USD 560) per Event. This scheme applies only to a passenger car within the meaning of Article 18.

CATEGORY IV Ideal Comprehensive Vehicle cover

Applies only if declared applicable on the policy schedule.

Article 24 Scope of cover

Cover is provided per event for damage or loss or destruction of the Motor Vehicle due to:

all the risks referred to in Articles 22 and 23 without any excess being applicable and in accordance with the provisions of Articles 19 and 20.

CATEGORY V No-claim protector

Applies only if declared applicable on the policy schedule.

Article 25 No-claim protector

From Grade 8 onwards, Insured are not affected by the discount tables of Articles 12 and 21 in the event of damage or loss during the insurance year. Upon notification of a claim after an earlier notification of a claim in the relevant insurance year, the grade change will be effected as if the first claim was not made in the relevant insurance year.

CATEGORY VI Personal Motor Vehicle Accident insurance

Applies only if declared applicable on the policy schedule.





Article 26 Definitions

Insured:

The occupants of the Motor Vehicle who are in a seat intended as such with the express or implied authorisation of the Policyholder, with due observance of the provisions of Article 30. The driver will be regarded as an Insured only if the policy schedule states the number of seats including the driver's seat.

Accident:

An accident means any sudden, involuntary violent action that comes from outside the body that affects the body of the Insured, leading directly and without the contribution of other causes to a medically ascertainable injury or death of the Insured; i.e. also if the occurrence of the accident is due to an illness, ailment or disability from which the Insured suffers at that time.

Accident is deemed to include:

- any spraining, dislocation, whiplash, drowning, suffocation, burning, sunstroke, death or disability because the Insured becomes isolated due to a catastrophic Event;
- complications due to incorrect treatment of any injury suffered in an accident;
- death and injury due to theft or robbery of the occupants of the insured Motor Vehicle;
- diseases due to involuntary entrance into the water;
- involuntary ingestion of gasses, vapours or substances.

Injury suffered in an accident will never be deemed to include a slipped disc, hernia, herniated disc, insect bite and disease transmitted by insects.

Permanent disability:

means permanent complete or partial loss or functional loss of any part or organ of the Insured's body due to injury caused by an accident within the meaning of this Article.

Medical costs:

means the costs that have been incurred due to injury suffered in an accident within the meaning of this Article and that consist of:

- a. the fees of medics and paramedics who are authorised to practice medicine pursuant to the applicable rules of law, including the fees for any alternative remedies that they apply;
- b. the costs of bandages and remedies (whether or not alternative) prescribed by a doctor.
- c. treatment and nursing in a hospital or nursing home;
- d. transport of the sick.

Article 27 Scope of cover

1. The insurance applies to any accident that an Insured of the Motor Vehicle referred to on the policy schedule meets with when in the Motor Vehicle, while stepping in and out of it, performing or assisting in emergency repairs to the Motor Vehicle on the way, fuelling on the way, changing a tyre of the Motor Vehicle and in the event that the Insured is so closely associated with the Motor Vehicle at the time of the accident that he or she should be regarded as an occupant.





2. While repair or maintenance is conducted by a recognised repair establishment or while compensation is being assessed upon a total loss of the Motor Vehicle, the Insurance also applies to any replacement Motor Vehicle of a similar model and price category, under the condition that the replacement Motor Vehicle does not belong to the Policyholder and/or members of his or her household, and that no accident insurance whether or not of an older date has been taken out for the relevant Motor Vehicle .
3. Insofar as applicable, recognised repair establishment means any repair establishment officially recognised by the Company for repairs of mechanical, electrical or bodywork damage to Motor Vehicles within the meaning of the insurance agreement, which business satisfies all the statutory business establishment requirements and is as such a member of a professional or trade organisation recognised by the Company.

Category A Benefit upon death

Applies only if declared applicable on the policy schedule.

If the Insured dies within three years of the accident as the sole and direct consequence of the injuries thereby suffered, the sum insured for the purpose of death will be paid upon deduction of any amount that may already have been paid on account of permanent invalidity due to the same accident. If the latter benefit was higher than the sum insured for death, the higher amount will not be claimed back. The benefit will be paid to the spouse of the Insured and, if there is none, to the legitimate and natural children as well as the legitimate and natural descendants of predeceased children by substitution. The division among them will be made per stirpes. In the absence of the aforementioned beneficiaries, the benefit will be paid to those who are entitled to a share in the estate by testamentary disposition or by law. If they are also absent, the Company is not required to pay any benefit. For an Insured who is older than 69 years or younger than 18 years at the time of the accident, the benefit will in any event be limited to ANG/AWG 5,000 (USD 2,800).

Category B Benefit upon permanent disability

Applies only if declared applicable on the policy schedule.

If the Insured becomes permanently disabled within three years of an accident as the sole and direct consequence of the injury thereby suffered, he or she will be paid the sum insured for complete disability in the event of complete disability and, in the event of partial disability, will be paid a percentage of the insured sum proportional to the degree of disability.

The degree of disability will be established (without taking the Insured's profession into consideration) as quickly as possible, but within three years of the accident at the latest by a medic whom the Company has appointed, if desired, upon consultation with a medic whom the Insured has appointed. All the costs related to establishing the degree of disability will be for the account of the Company. In order to establish the degree of disability, the medics must take into consideration the following standards:

- a. The disability rates upon complete loss or functional loss of the following body parts, abilities and organs are as follows:

• vision, speech, hearing or mental ability	100%
• a leg up to above the knee joint	75%
• a foot until or above the ankle joint	50%
• an arm up to above the elbow joint	75%
• a hand up to or above the pulse joint	60%
• vision of one eye	30%
• hearing on one side	30%





- one thumb 25%
- one index finger 20%
- one other finger 10%
- one big toe 10%
- one other toe 5%
- sense of smell and/or sense of taste 5%

b. Upon partial loss or partial functional loss and if paragraph a offers no conclusive answer, the rate will be established pursuant to the Guides to the Evaluation of Permanent Impairment of the American Medical Association (AMA), always based on the most recent edition.

The benefit paid for all the consequences of an accident together will never exceed 100% of the sum insured. Upon loss or loss of use of more than one finger, the benefit will not be higher than upon loss of the hand or its use up to the pulse joint. If there was permanent disability already before the accident, the rate will be equivalent to the difference between the rates of permanent disability before and after the accident, both established pursuant to the standards described above. After the degree of disability has been established, the amounts due in that regard will be paid to the Insured. If the degree of permanent disability cannot be established within one year after the accident, the Company will pay statutory interest at the rate applicable at the time of establishing permanent disability on the amount to be ultimately paid due to permanent disability. The interest will be computed from the 366th day after the accident to the date on which the benefit due to permanent disability is paid.

The Company is not required to pay any permanent disability benefit if the Insured dies within one year of the accident. However, the Company will not claim back any benefits already paid at that time. For an Insured who is younger than 18 years at the time of the accident, the sum insured for permanent disability will be deemed to have been increased by the sum insured for death referred to on the policy schedule, less ANG/AWG 5,000 (USD 2,800).

Category D Medical costs

Applies only if declared applicable on the policy schedule.

1. In the event of medical treatment, the costs are paid with due observance of the other Articles insofar as:
 - a. they are medically necessary due to an accident;
 - b. they are incurred within two years of the accident;
 - c. they are not eligible for payment by law or under any contract whether or not of an older date.

The benefit is limited to the sum insured for medical treatment stated on the policy schedule, per person or per vehicle, respectively.

Article 28 Non-standard medical condition

If the consequences of an accident are aggravated by illness, impairment or an abnormal physical or mental condition of the Insured, the disability benefits will be established on the basis of the consequences that the accident would have had if the Insured were to have been completely able and healthy. If the aforementioned circumstances of the Insured are due to another accident for which the Company has had to pay or will have to pay a benefit under this insurance, those circumstances will be disregarded.





Article 29 Use of seat belts

If it has been established that an Insured duly used a seat belt at the time of the accident, the benefit payable for that Insured will be increased by 25%.

Article 30 Number of Insured

If, at the time of the accident, a higher number of Insured were in the Motor Vehicle than stated on the policy schedule, the amount insured per Insured is reduced in the proportion that the number of Insured stands to the number of persons that were in the Motor Vehicle. The driver is not counted if his or her seat has not been co-insured.

Article 31 Exclusions

In addition to the exclusions set forth in the General Conditions, this insurance excludes accidents due to:

- a. intent of wilful recklessness of the Insured affected or of anyone having an interest in the benefit;
- b. gross negligence or consent of the Insured or anyone having an interest in the benefit;
- c. a crime perpetrated or co-perpetrated or an attempt to do so by the Insured or any occupant of the Motor Vehicle;
- d. the driver of the Motor Vehicle being under the influence of alcoholic drinks and/or any other intoxicating or stimulating substances at the time of the accident to the extent that he or she should be deemed to have been unfit to drive the Motor Vehicle properly;
- e. persons carried in the Motor Vehicle while no proper seat is available for them;
- f. persons carried by the Motor Vehicle in the trunk;
- g. participation in races or rallies in which the speed element dominates;
- h. use of the Motor Vehicle for renting out (including leasing) or carrying people against payment, which does not include carrying people on a non-professional or non-commercial basis for an allowance of the costs, provided that they are carried for commuting purposes;
- i. use of the Motor Vehicle by persons who do so unlawfully or without authorisation from the Policyholder;
- j. use of the Motor Vehicle for a purpose other than reported to the Company or allowed by law.
- k. the actual driver of the Motor Vehicle not being in possession of a valid driving licence for the Motor Vehicle as legally required or a driving licence that has expired less than one year;
- l. the actual driver being deprived of or denied his or her driving qualification of being disqualified from driving;
- m. any circumstance related to acts of the Insured that are prohibited by law, with the exception of traffic offences.



Article 32 Notification obligation after accident

1. Should the Insured die, the surviving dependants are obliged to inform the Company at least 48 hours before the funeral or cremation (on pain of loss of rights) and to promptly and unconditionally allow an autopsy, if necessary after excavation.
2. On pain of a loss of rights, the Insured is obliged:
 - a. to inform the Company as quickly as possible, but within three months, of any accident that could give rise to a right to a benefit due to permanent disability, on the understanding that after the aforementioned term has expired, a right to a benefit could still arise if it can be demonstrated to the Company's satisfaction that the disability is exclusively due to the accident. If that notification is given more than five years after the accident, there will never be any claim to any benefit.
 - b. to provide the Company or ensure that it is provided with all relevant information;
 - c. to cooperate as required by the Company, for example by allowing an examination by a doctor designated by the Company;
 - d. to seek and remain under medical treatment if that is reasonably warranted;
 - e. to cooperate in the recovery by following the instructions of the attending medic or paramedic;
 - f. if suffering from the consequences of an accident, to ask the Company for permission before going abroad.