

ALPHABET



# Terms and Conditions Comprehensive Insurance via Alphabet

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# General conditions

# Article 1

## Definitions

The following definitions apply;

### **Owner**

BMW Financial Services Nederland B.V.  
(h.o.d.n. Alphabet)

### **Client**

The client is the person who has entered into a contract with the owner of the motor vehicle to use and/or drive the motor vehicle.

### **Driver**

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

### **Persons involved**

Persons present in the motor vehicle at the time of the event.

### **Motor vehicles**

Cars, motorcycles, delivery vans (including delivery trucks), and lorries.

### **Lorry**

Vehicles with a maximum mass > 3,500 kg.  
These require at least a category C driving licence.

### **Green Card**

International certificate of insurance, which is issued by the third-party insurer.

### **Interior damage**

Damage to the interior of the motor vehicle.

# Article 2

## Territorial limits

The cover/service applies to events in the countries listed on the international certificate of insurance belonging to this policy (green card) and for events occurring during transportation of the motor vehicle in those countries, unless the country has been crossed out on the green card.

# Article 3

## Exclusions

The following exclusions apply to the cover/service, in so far as they are not expressly deviated from. The cover/service does not apply if:

### **Unqualified driver**

The driver of the motor vehicle:

- Is not in possession of a valid driving licence prescribed by law for the motor vehicle
- Is not qualified to drive the motor vehicle pursuant to a disqualification or a judgement

### **Intent or recklessness**

Any person who has an interest in the benefit causes the loss with intent or recklessness.

### **Rental, other uses etc.**

The motor vehicle is used for:

- Rental
- Paid passenger transport, unless this transport is not offered in a professional or commercial capacity and the payment is only a contribution towards the costs

### **Competitions etc.**

The motor vehicle is used for participation in:

- A speed race or test
- A contest or test of skill or regularity, which is not held entirely within the Netherlands

### **Acts of war**

The damage or loss has been caused by or is the result of armed conflict, civil war, insurrection, internal civil commotion, riots or mutiny. The definitions of acts of war have been filed at the registry of the District Court of The Hague in the Netherlands by the Dutch Association of Insurers.

### **Nuclear reactions**

The damage has been caused by, occurred during or followed from nuclear reactions, irrespective of what caused these.

### **Alcohol and Drugs**

- The damage or loss was caused while the driver of the motor vehicle was under such influence of alcohol or any intoxicant or stimulant, that driving the motor vehicle is or would have been prohibited by law or by the authorities.
- If the driver refuses to cooperate in a breath test, urine test or blood test

### **Crime**

Damage or loss which is linked to the driver committing or participating in a crime or attempted crime.

### **Other cover/service/settlement/claim**

Prejudice to any interest in respect of which a guarantee scheme applies or a special policy has been taken out, irrespective of the time, and - in the absence of this cover/service - a claim could be made under any other policy or on the basis of a statutory or other provision, or on any other basis.

### **Loss of profits, decrease in value, and seizure**

- The loss or damage is the result of the inability to use the motor vehicle properly.
- The loss or damage constitutes a reduction in the sale value, despite repairs
- Is connected with seizure of the motor vehicle

These exclusions do not apply to the client/driver of the vehicle, if he demonstrates that the circumstance in question occurred without his knowledge or against his will and that he cannot reasonably be blamed for this.

# Article 4

## Obligations in the event of a claim and lapse of rights

As soon as the driver/client is or ought to be aware of loss or damage to his or her vehicle, he is obliged:

### **Claim notification requirement**

- To notify Alphabet of the event as soon as is reasonably possible
- in the event of theft of, forcible entry or attempted forcible entry to, fraud with, embezzlement of or joyriding in the motor vehicle, to report this to the police or judicial authorities as well. Alphabet will report the details of the stolen motor vehicle to the Dutch Register of Missing Objects (Vermiste Objecten Register) for the purpose of retrieving the motor vehicle

### **Obligation to provide claim information**

To provide Alphabet within a reasonable period with all the information and documents that may be of interest to Alphabet.

### **Obligation to cooperate**

To cooperate fully and refrain from doing anything that may prejudice the interests of Alphabet.

### **Lapse of rights**

No rights may be derived from the cover/service if one or more of the stated obligations in the event of a claim has not been fulfilled and the interests of Alphabet have been prejudiced as a result. All rights under this cover/service will lapse in any case if one or more of the stated obligations in the event of a claim has been breached with the intention to deceive Alphabet, unless this deception does not justify the lapse of the right to a benefit.

# Article 5

## Fraud

Alphabet does not accept any form of fraud and makes an effort to prevent and combat fraud. In the event of fraud, Alphabet will act as follows;

- Alphabet will charge the costs relating to the loss or damage on to the client
- Alphabet will report the fraud to the police

# Article 6

## Changes to fee and/or conditions

If Alphabet reviews the fee and/or conditions, Alphabet may propose that this cover/service is brought in line with the changed fee and/or conditions, with effect from the first due date after its introduction. Alphabet will present this proposal to the client before that due date.

The client may reject the change within 30 days after that due date, unless:

- The changes constitute a reduction of the fee with the same cover/service
- The changes constitute an extension of the cover/service without an increase in the fee

# Article 7

## End of the cover/service

The end of the cover/service will be effected;

- As soon as Alphabet has ceased to have an interest in the motor vehicle and consequently in the cover/service concerned
- As soon as the motor vehicle is going to be usually garaged abroad or have foreign number plates

Comprehensive  
Motor Vehicle Insurance  
Cover for damage to your motor  
vehicle, even if you caused it  
yourself.



# Article 1

## Extent of the cover

Cover for material damage to or loss of the motor vehicle (or parts of it) in the countries stated on the International Motor Insurance Card (green card).

### 1.1 Covered event

An unforeseen, sudden, unexpected event which;

- in respect of the motor vehicle has an external impact on the property or
- is the result of a defect in/of the other covered property

### 1.2 Uncovered events

- Loss or replacement of the car key, unless this is due to home burglary or surrender under duress.
- Interior damage unless caused by forcible entry to or theft of the motor vehicle
- Goods present in the motor vehicle at the time of damage, forcible entry to or theft of the motor vehicle
- Damage to or loss of the motor vehicle as a result of theft or joyriding due to negligent action by the driver or last user (e.g. if the motor vehicle was not locked, the keys were still in your car or were left unattended elsewhere)
- Theft of or damage to radar detection equipment, mobile and/or car telephones, radio-telephones, CB-radio equipment or pagers

# Article 2

## Extra cover

### 2.1 Towing/guarding/transport

In the event of covered damage to the motor vehicle, the following events are also covered:

- Necessary guarding/storage in consultation with Alphabet
- Towing and transportation to the nearest repairer if the driver is no longer able to drive
- Damage or loss of the motor vehicle during the time when the motor vehicle was being transported by ferry, train or other transport company in or between the countries listed on the International Motor Insurance Card

# Article 3

## Claim assessment

Alphabet can assess the extent of the loss or damage in two ways;

- The repairer called in by Alphabet determines the extent of the loss or damage. If necessary, Alphabet will consult with the driver/client
- A loss adjuster assesses the extent of the loss or damage

The extent of the loss or damage is assessed at;

- The amount of the repair costs or
- The difference between the value immediately before and immediately after the event if;
  - repair is not possible and/or
  - the amount of the repair costs exceeds this difference

In determining the value immediately before the event, the market value at that time is taken as a basis. If the book value is higher than the market value, the book value will serve as a starting point for the claim settlement.

# Article 4

## Total loss

In the event of a total loss of the motor vehicle due to theft, joyriding, fraud or embezzlement, Alphabet will immediately report the motor vehicle to the Dutch Insurance Bureau for Vehicle Crime (vBv).

### 4.1 Retrieving the motor vehicle

In the event of theft, joyriding, fraud or embezzlement, a waiting period of 30 days applies, after the date of the theft. During this period, the motor vehicle may still be retrieved. Should the car be retrieved within 30 days, the motor vehicle will be assigned to the driver/client again.

### 4.2 Vehicle registration certificate/keys

In the event of a total loss of the motor vehicle;

- Due to theft, joyriding, fraud or embezzlement; and/or
- In a technical sense;

the driver/client is obliged to surrender the vehicle registration certificate (all parts) and all keys to the motor vehicle (including any other items intended for the operation of locks and/or starting of the motor vehicle) to Alphabet.

# Article 5

## Excess

A standard excess applies to each vehicle damage. A choice is offered from the following amounts: EUR 135, EUR 225, EUR 300 or EUR 450.

An excess based on the graduated scale as described in Article 5.4 (graduated scale according to claims experience) applies in the event of an adverse claims experience (non-recoverable claims).

This is based on the number of non-recoverable claims in a period of 12 months after the last notice of claim, or in other words, after a full year of claim-free driving by the driver, a standard excess applies once again.

### 5.1 Increase exceptions

The claims below will not lead to an increase of the standard excess according to the graduated scale;

- Broken window glass (with the exception of panoramic roofs)
- Break-in and theft claims (provided an official report was drawn up)
- Vandalism damage (provided an official report was drawn up)
- Collision with animals
- Storm damage including hail damage
- Fire damage

Claims with the above causes will count towards the total number of claims per calendar year.

### 5.2 Windscreen damage

In the event of replacement of a damaged windscreen, the standard excess will be reduced by EUR 68. No excess applies to windscreen or window glass repairs. This only applies if the replacement and/or repair is carried out by Autotaalglas/Carglass or one of the body shops/dealers selected by Alphabet.

### 5.3 Motor Traffic Guarantee Fund

The Dutch Motor Traffic Guarantee Fund applies an excess of EUR 250 per claim. If the damage has been recovered from the Dutch Motor Traffic Guarantee Fund, the excess will be reduced by EUR 135. The difference will be payable by the client. The claim will be recorded as a recovered claim.

# Article 5

## Excess

### 5.4 Graduated scale according to claims experience

<b>Standard excess EUR 135</b>						
Number of non-recoverable claims in previous calendar year	first claim (EUR)	second claim (EUR)	third claim (EUR)	fourth claim (EUR)	fifth claim (EUR)	sixth claim (EUR)
0	135,00	135,00	225,00	225,00	350,00	350,00
1	135,00	135,00	350,00	350,00	450,00	450,00
2	225,00	225,00	350,00	350,00	450,00	450,00
3	225,00	350,00	350,00	450,00	450,00	450,00
4	350,00	350,00	450,00	700,00	700,00	950,00
5	350,00	450,00	450,00	700,00	950,00	950,00
6	450,00	450,00	700,00	950,00	950,00	950,00

<b>Standard excess EUR 225</b>						
Number of non-recoverable claims in previous calendar year	first claim (EUR)	second claim (EUR)	third claim (EUR)	fourth claim (EUR)	fifth claim (EUR)	sixth claim (EUR)
0	225,00	225,00	350,00	350,00	450,00	450,00
1	225,00	350,00	450,00	450,00	700,00	700,00
2	350,00	350,00	450,00	450,00	700,00	700,00
3	350,00	450,00	450,00	700,00	700,00	950,00
4	450,00	450,00	700,00	950,00	950,00	1150,00
5	450,00	700,00	700,00	950,00	1150,00	1150,00
6	700,00	700,00	950,00	1150,00	1150,00	1200,00

<b>Standard excess EUR 300</b>						
Number of non-recoverable claims in previous calendar year	first claim (EUR)	second claim (EUR)	third claim (EUR)	fourth claim (EUR)	fifth claim (EUR)	sixth claim (EUR)
0	300,00	300,00	450,00	450,00	600,00	600,00
1	300,00	450,00	600,00	600,00	825,00	825,00
2	450,00	525,00	600,00	675,00	825,00	825,00
3	450,00	600,00	675,00	825,00	825,00	900,00
4	600,00	600,00	825,00	975,00	975,00	1.275,00
5	600,00	825,00	825,00	975,00	1.275,00	1.275,00
6	675,00	825,00	975,00	1.275,00	1.275,00	1.350,00

<b>Standard excess EUR 450</b>						
Number of non-recoverable claims in previous calendar year	first claim (EUR)	second claim (EUR)	third claim (EUR)	fourth claim (EUR)	fifth claim (EUR)	sixth claim (EUR)
0	450,00	450,00	700,00	700,00	950,00	950,00
1	450,00	700,00	950,00	950,00	1.150,00	1.150,00
2	700,00	950,00	950,00	1.150,00	1.150,00	1.200,00
3	700,00	950,00	1.150,00	1.150,00	1.200,00	1.200,00
4	950,00	950,00	1.150,00	1.200,00	1.200,00	1.600,00
5	950,00	1.150,00	1.150,00	1.200,00	1.600,00	1.600,00
6	950,00	1.150,00	1.200,00	1.600,00	1.600,00	1.850,00

# Article 6

## Additional provisions

### **6.1 Security requirements**

Alphabet may set specific additional security requirements for certain motor vehicles. For the entire duration of the lease, the person insured is responsible for taking out a valid subscription for vehicles equipped with a Track & Trace system (VVS+ vehicle tracking system).

PLEASE NOTE: These Terms & Conditions of Insurance were originally drawn up in Dutch. The English translation serves for information purposes only. No rights may be derived from this translation.

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