

A photograph of a man and a woman sitting in the front seats of a car. The woman is on the left, wearing a light green jacket and a patterned scarf, looking at a tablet held by the man. The man is on the right, wearing a dark blue sweater, smiling and pointing at the tablet. The car's interior, including the steering wheel and gear shift, is visible. The background shows a brick wall and a window.

ALPHABET

Terms and conditions  
Third-party insurance  
via Allianz

The terms and conditions of  
Allianz Nederland for the motor  
vehicle insurance of Alphabet

Allianz Nederland Verkeer- en Privéverzekeringen

Motor vehicle insurance for

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

Conditions of insurance AN 03

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### **Basis of the insurance**

This insurance meets the requirement of uncertainty as referred to in Section 7:925 of the Dutch Civil Code if, and in so far as the loss or damage for which compensation is claimed is the result of an event of which it was uncertain for the parties at the time the insurance was taken out that it had resulted or would result in damage for the insured in the normal course of circumstances.

The cover specified in the Special Conditions only applies if this has been taken out as additional cover. The contract between the person insured and BMW Financial Services Nederland B.V. (ho.d.n. Alphabet) shows whether this is the case.

## General conditions

### **Article 1 Definitions**

In these insurance conditions the following definitions apply:

- 1.1 Insurer**  
Allianz Benelux N.V., trading under the name of Allianz Nederland Schadeverzekering, with its registered office in Brussels and its principal place of business in Rotterdam.
- 1.2 Policyholder**  
BMW Financial Services Nederland B.V. (ho.d.n. Alphabet), with its registered office and principal place of business in Breda.
- 1.3 Persons insured**  
the owner, possessor, holder, driver of the motor vehicle, and any persons who are carried in the motor vehicle with the permission of a person authorized to grant such permission;
  - are in or on the space of the motor vehicle provided for this purpose;
  - are entering or leaving the motor vehicle, getting on or off the motor vehicle;
- 1.4 Motor vehicle**  
this refers to the motor vehicle for which the policy was taken out.

### **Article 2 Territorial limits**

De verzekering geldt voor gebeurtenissen in de landen die zijn vermeld op het bij deze verzekering behorende internationale verzekeringsbewijs (groene kaart) en voor gebeurtenissen die plaatsvinden tijdens het vervoer van het motorrijtuig tussen die landen, tenzij het land op de groene kaart is doorgehaald.

### **Article 3 General exclusions**

The following exclusions apply to all Special Conditions, in so far as these do not expressly deviate from them. The insurance policy does not provide cover if:

- 3.1 Unqualified driver**  
the driver of the motor vehicle:
  - is not in possession of a valid driving licence prescribed by law for the motor vehicle, or
  - is not qualified to drive the motor vehicle pursuant to a disqualification or a judgement;



- 3.2 Intent or recklessness**  
a person insured or any person who has an interest in the benefit caused the loss with intent or recklessness;
- 3.3 Subletting, other uses etc.**  
the motor vehicle is used for:
- subletting, which means a motor vehicle being made available to a third party by the lessee against payment. This does not include car sharing.
  - 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;
- 3.4 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;
- 3.5 Acts of war**  
the 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.
- 3.6 Nuclear reactions**  
the damage has been caused by, occurred during or ensued from nuclear reactions, irrespective of what caused these.

The exclusions referred to in Articles 3.1 to 3.4 do not apply to the person insured who demonstrates that the circumstances 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 person insured or the person entitled to a benefit is aware or ought to be aware of an event which may lead to a payment obligation for the insurer, he is obliged:

- 4.1 Claim notification requirement**
- 4.1.1** to notify the insurer of that event as soon as is reasonably possible;
- 4.1.2** in the event of theft of, forcible entry or attempted forcible entry, fraud, embezzlement of or joyriding in the insured motor vehicle, to report this to the police or judicial authorities as well. The insurer is authorized to 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;

- 4.2 Obligation to provide claim information**
- 4.2.1** to provide the insurer within a reasonable period with all the information and documents that may be of interest to the insurer for the assessment of his payment obligation;
- 4.3 Obligation to cooperate**
- 4.3.1** to cooperate fully and refrain from doing anything that may prejudice the interests of the insurer;
- 4.4 Lapse of rights**
- 4.4.1** no rights may be derived from this insurance if one or more of the stated obligations in the event of a claim has not been fulfilled and the interests of the insurer have been prejudiced as a result;
- 4.4.2** all rights under this insurance 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 the insurer, unless this deception does not justify the lapse of the right to a benefit;

#### **Article 5 Fraud**

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

- the insurer will not pay any compensation;
- any compensation and/or costs already paid as a result of the fraud will be claimed back by the insurer;
- the insurer will report the fraud to the police;
- for the purpose of risk management and fraud prevention, the insurer will register the fraud and the person committing the fraud in various databases, such as the events records, the incident register and the Central Information System (CIS) of the Dutch Association of Insurers. More information about this can be found on [www.stichtingcis.nl](http://www.stichtingcis.nl).

#### **Article 6 Changes to premium and/or conditions**

If the insurer reviews the premium and/or conditions, he may propose that this policy is brought in line with the changed premium and/or conditions, with effect from the first (main) premium due date after its introduction. The insurer will present this proposal to the policyholder before that premium due date.

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

- the change to the premium and/or conditions ensues from statutory regulations or provisions;
- the change constitutes a reduction of the premium with the same cover;
- the change constitutes an extension of the cover without an increase in premium.

If the policyholder does not agree to the proposed change, the insurance will end on the premium due date or, in the event of rejection within 30 days after the premium due date, at the time of rejection.

## Article 7 Start and end of the policy

### 7.1 Cancellation by the policyholder to the insurer

The policyholder may cancel the policy in writing:

- 7.1.1 With effect from the end date agreed between the policyholder and the insurer;  
7.1.2 by rejecting the premium and/or conditions changed in accordance with Article 6;

### 7.2 Cancellation by the insurer to the policyholder

The insurer may cancel the insurance in writing:

- 7.2.1 With effect from the end date agreed between the insurer and the policyholder;  
7.2.2 if the insured person has intentionally misrepresented the facts of an event, with due observance of a notice period; In this case, the policy ends on the date agreed on in mutual consultation between the insurer and the policyholder.  
7.2.3 after discovering that the insured person has failed to fulfil his obligation to disclose information when taking out the policy and:  
- the insured person has acted with the intention of misleading the insurer, and/or  
or  
- the insurer would not have effected the policy if he had been aware of the true state of affairs.

In this case, the policy ends on the date agreed on in mutual consultation between the insurer and the policyholder.

### 7.3 Without cancellation

The policy ends automatically:

- 7.3.1 After sale or transfer of ownership. As soon as the policyholder ceases to have an interest in the motor vehicle and also loses actual control over it.  
7.3.2 In the event of storage abroad as from the next annual (main) premium due date. If the motor vehicle is generally stored abroad, the policyholder must notify the insurer of this as soon as possible, but in any case within fourteen days. The policy will remain valid within the territorial limits until the next annual (main) premium due date.

## Article 8 Order of precedence

In the event of any conflicts between the provisions of the general and special conditions, the special conditions will prevail over the general conditions.

## Article 9 Applicable law, complaints and disputes

### 9.1 Applicable law

This insurance policy is subject to Dutch law.

### 9.2 Complaints

- 9.2.1 Any complaint concerning the intermediation, formation and implementation of this insurance policy must initially be submitted in writing to the management board of the insurer.

- 9.2.2 If the complaint has not been handled by the insurer's management board to the policyholder's satisfaction, he may apply to:

Stichting Klachteninstituut Financiële Dienstverlening  
Postbus 93257  
2515 XP Den Haag

### 9.3 Disputes

Any dispute ensuing from this insurance contract is subject to the jurisdiction of the competent court in Rotterdam or Amsterdam.

## Article 10 How do we handle your personal data?

We handle your personal data with care. We do this according "to the code of Conduct for the Processing of Personal Data of the Dutch Association of Insurers".

You can find this code of conduct on the website of the Dutch Association of Insurers:  
[www.verzekeraars.nl](http://www.verzekeraars.nl).

We may use your personal data:

- To take out the insurance.
- To administer and implement the insurance.
- To prevent and combat fraud.
- To comply with laws and regulations.
- For marketing activities.

Sometimes we exchange your information with companies we work with. We have made agreements with these companies to handle your data with care.

Would you like to know which of your data we store? Or would you like to correct errors or get your data removed? Then please contact our data protection officer, P.O. Box 761, 3000 AT Rotterdam or via our customer service page or [privacy@allianz.nl](mailto:privacy@allianz.nl). It may occur that our privacy policy changes. Please visit [www.allianz.nl/privacy](http://www.allianz.nl/privacy) for the full, up-to-date text on our privacy policy.

## Special conditions for liability insurance

The liability insurance is considered to meet the requirements set by or pursuant to the Dutch Motor Insurance Liability Act (hereinafter referred to as WAM)

### Article 1 Nature of the cover

#### 1.1 In general

This cover applies per event with a maximum sum insured of €2,500,000 for material damage and €7,500,000 for personal injury.

The policy covers the liability of the following persons insured:

- 1.1.1 the policyholder;
- 1.1.2 the owner, possessor, holder, driver of the motor vehicle, and any persons carried in the motor vehicle;
- 1.1.3 the employer of the persons referred to under 1.1.1 and 1.1.2, if he is liable under Section 6:170 of the Dutch Civil Code (BW) for the loss or damage caused by one of these;  
for injury to persons or damage to property caused with or by:
  - the motor vehicle;
  - any trailer or other object that formed part of the motor vehicle under the WAM. Liability for loss or damage caused with or by that object while this did not form part of the motor vehicle under the WAM is also covered, in so far as it is not covered by another insurance policy;
  - another motor vehicle being towed by the motor vehicle out of kindness, in so far as this damage is not covered by another insurance policy;
  - any property which is present in or on, falls from the motor vehicle, or has fallen from the motor vehicle or that which formed part of it under the WAM.

Liability for loss or damage caused when loading or unloading goods onto, into or from the motor vehicle is covered, unless another insurance policy provides cover for this, or would provide it in the absence of this cover.

#### 1.2 Loss or damage to other motor vehicles of the person insured

The insurance also offers cover against loss or damage caused with or by the motor vehicle to other motor vehicles or trailers of which the policyholder, driver or lessee is the owner, possessor or holder. This cover does not apply if:

- the loss or damage was not caused by the wrongful act of the driver of the motor vehicle causing the loss or damage;
- this other motor vehicle or that trailer formed part of the motor vehicle under the WAM;

- the loss or damage is the result of the inability to use that other motor vehicle or that trailer or use it properly, or constitutes a reduction in the sale value, despite repairs to that motor vehicle or trailer.

### Article 2 Maximum amounts payable

The insurer will pay for each event for all insured persons together not only the amounts for the different types of loss or damage referred to in Article 1.1, but also, if necessary:

#### 2.1 Higher amount prescribed by law

if the event occurred in a country within the territorial limits, in which a higher amount is prescribed in relation to the motor vehicle pursuant to an act which is equivalent to the WAM, the difference between this higher amount and the amount stated for it in Article 1.1, in accordance with the provisions of that act;

#### 2.2 Cost of legal assistance

the costs of any proceedings conducted with the approval or on the demand of the insurer and any legal assistance provided on the instructions of the insurer;

#### 2.3 Statutory interest

statutory interest on the part of the principal sum covered by the policy;

#### 2.4 Security

up to a maximum of €50,000 for each event, the monetary security required by a government in relation to the claims covered by this policy to safeguard the rights of the injured parties.  
The persons insured must authorize the insurer to have the security at its disposal, as soon as it is released, and cooperate fully in obtaining repayment.

### Article 3 Exclusions

In addition to the exclusions referred to in Article 3 of the General Conditions, the policy does not provide any cover either if:

#### 3.1 Unauthorized driver or passenger

loss or damage is caused by a person who is in or on the motor vehicle without the permission of a person authorized to grant such permission;

#### 3.2 Alcohol etc.

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. The policy does not provide any cover either if the driver refused to cooperate in a breath test, urine test or blood test;

#### 3.3 Injury to persons

it concerns personal injury of the driver of the motor vehicle;

#### 3.4 Damage to property under supervision

it concerns loss or damage to:



- the motor vehicle itself, including any object that forms part of it under the WAM;
- property present in or on, falling of having fallen from the motor vehicle, unless that property belongs to the private household of the persons carried in the motor vehicle, with the exception of the driver, or
- immovable and movable property of which the person insured is the owner, lessee or holder, including any
- ensuing loss or damage;

### **3.5 Clauses which increase liability**

the claims ensue from a penalty clause, compensation clause, guarantee clause, indemnity clause or another similar clause, except if and in so far as liability would also have existed without such a clause.

The exclusions referred to in Articles 3.1 and 3.2 do not apply to the person insured who demonstrates that the circumstances in question occurred without his knowledge or against his will and that he cannot reasonably be blamed for this.

### **Article 4 Claim settlement**

The insurer will assess and settle the claim. The insurer may make direct payments to persons entitled to a benefit and reach settlements with them. When doing so, the insurer will take the interests of the person insured and/or policyholder into account. If the payment consists of periodic benefits and the total sum of those benefits together with any other payments exceeds the sum insured, the insurer will reduce the duration or level of those benefits proportionally, in consultation with the policyholder.

### **Article 5 Insurer's right of recourse**

In so far as a person insured is not entitled to cover under this insurance or a statutory provision, but the insurer is nevertheless obliged to make a payment under the WAM or an equivalent foreign act, the insurer has the right to recover the payment made, including costs, from:

- the person insured who is liable to the person entitled to a benefit, or from
- the policyholder, unless Article 3, last paragraph of the General Conditions applies to them.

In relation to the right of recourse, any claim settlement agreements made between insurers will not be taken into account. The insurer will waive his right of recourse against the policyholder, if the damage or loss was caused after the end of the policy by someone other than the policyholder.

## Special conditions for driver and passenger insurance

The General Conditions of the Motor Vehicle Insurance for BMW Financial Services Nederland B.V. (ho.d.n. Alphabet) also apply to the Special Conditions for driver and passenger insurance, unless these are deviated from.

This cover only applies if it has been taken out as additional cover. The contract between the person insured and BMW Financial Services Nederland B.V. (ho.d.n. Alphabet) shows whether this is the case.

### Article 1 Definitions

#### 1.1 Persons insured

the driver and passengers who, with the permission of a person authorized to grant such permission:

- are in or on the space of the motor vehicle provided for this purpose;
- are entering or leaving the motor vehicle, getting on or off the motor vehicle;
- are carrying out emergency repairs to that vehicle during the trip or are present while these are carried out, or are performing other acts or checks on that motor vehicle, or providing first aid in a road accident;

#### 1.2 Motor vehicle

this refers to the motor vehicle for which the policy was taken out;

#### 1.3 Road accident

an accident - even if this resulted from the nature of or a defect in the motor vehicle in which the insured vehicle was involved - caused by colliding, hitting or running over, overturning, fire, lightning, running off the road or ending up in the water or any other external contingencies, in which sudden unexpected external force was exerted, impacting on the body of the person insured causing medically detectable injury, which may or may not result in death;

#### 1.4 Damage to property

damage to or destruction of property belonging to the private household of the person insured;

#### 1.5 Personal injury

vermogensschade en ander nadeel voortvloeiende uit een opgelopen letsel aan een rechtstreeks bij het verkeersongeval betrokken verzekerde;

#### 1.6 Financial loss

Financial loss comprises incurred loss as well as lost profit. Also eligible for compensation as financial loss are:

- a. reasonable costs incurred to prevent or
- b. limit loss or damage;
- c. reasonable costs incurred to assess the loss or damage;
- d. reasonable costs incurred to obtain an out-of-court settlement

#### 1.7 Other loss (Non-economic damages)

Compensation for pain and grief suffered and to be suffered;

#### 1.8 Loss of dependency

Compensation for lost financial support and funeral arrangements.

### Article 2 Cover and maximum amounts payable

#### 2.1 General

If a person insured is involved in a road accident, the insurer will cover the loss or damage caused by this accident for all the insured persons together up to a maximum insured sum of €1,000,000 per event.

#### 2.2 Rightful claimants

Only adversely affected natural persons directly involved in the road accident or their surviving relatives may claim under this insurance policy.

#### 2.3 Liability insurance

If a claim may be made under the cover of the Special Conditions for Liability Insurance, payment will only be made under those conditions.

### Article 3 Claim assessment and settlement

#### 3.1 Personal injury

In the event of personal injury, the assessment of the extent of the compensation and the persons entitled to compensation will be made with due observance of the Sections in Book 6 of the Dutch Civil Code (BW).

#### 3.2 Loss of dependency

If a person insured dies as the result of a road accident, compensation for the loss of financial support will be paid:

- a. to the spouse not legally separated, the registered partner, and the minor children of the deceased, up to at least the amount of support payable to them by law;
- b. to other relatives of the deceased by blood or affinity, provided that the deceased supported these fully or partially or was bound to do so by a court decision at the time of death;
- c. to those who lived together with the deceased in a family unit before the event on which the liability is based, and whom he supported fully or to a large extent, in so far as it is likely that this would have continued and they cannot reasonably support themselves sufficiently;
- d. to the person who lived together with the deceased in a family unit and whom the deceased supported by running a joint household, in so far as he incurs a loss as a result of having to run this household in another way after the death.  
Funeral expenses will also be reimbursed to those to whom they were charged, in so far as they are in accordance with the circumstances of the deceased.

### **3.3 Damage to property**

In the event of loss or damage to property, the extent of the compensation will be assessed on the basis of the repair costs up to a maximum of the difference in value of the property immediately before and after the damage. If the repair costs exceed this difference or the item of property cannot be repaired, the insurer will pay the value of the item of property immediately before the road accident after deducting the value of the remnants.

### **3.4 Exceeding the sums insured**

If more than one person can derive rights from this policy and their total loss or damage exceeds the sum insured, this will be divided in proportion to their loss or damage.

If the compensation consists of periodic benefits and the value of those, taking other benefits into account, exceeds the sum insured, the duration or level of that benefit will be reduced proportionally. If the loss or damage exceeds the sum insured and a third party is liable under civil law, the claim on that excess of the person(s) insured against the liable party will take precedence over the insurer's recourse action.

### **3.5 Seat belts**

If the personal injury was caused while the person insured - contrary to the statutory obligation - was not wearing a seat belt, the compensation for injury or death will be reduced by 25%, unless it is proven that not wearing the seat belt did not affect the extent of the injury.

### **3.6 Other insurance policies and provisions**

If the person insured is fully or partially entitled to compensation under another insurance policy (not including insurance of any liable third party) or to benefits or provisions on another basis, that part cannot be claimed under this insurance policy. Excluded from this are payments under a personal accident insurance policy.

## **Article 4 Exclusions**

Without prejudice to the exclusions referred to in Article 3 of the General Conditions, the policy does not provide any cover either if:

### **4.1 Alcohol etc.**

if the road accident 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. The policy does not provide any cover either if the driver refused to cooperate in a breath test, urine test or blood test.

This exclusion does not apply to the person insured who demonstrates that the circumstance in question occurred without his knowledge or against his will and that he cannot reasonably be blamed for this;

### **4.2 Motor vehicles, money etc.**

for damage to the motor vehicle, the trailer or caravan and accessories of these, nor for the loss of money, including cheques, debit cards, chip cards, credit cards and other valuable papers.

## Special conditions for personal accident insurance

The General Conditions of the Motor Vehicle Insurance for BMW Financial Services Nederland B.V. (ho.d.n. Alphabet) also apply to the Special Conditions for personal accident insurance, unless these are deviated from.

This cover only applies if it has been taken out as additional cover. The contract between the person insured and BMW Financial Services Nederland B.V. (ho.d.n. Alphabet) shows whether this is the case.

### Article 1 Definitions

#### 1.1 Persons insured

the driver and passengers who, with the permission of a person authorized to grant such permission:

- are in or on the space of the motor vehicle provided for this purpose;
- are entering or leaving the motor vehicle, getting on or off the motor vehicle;
- are carrying out emergency repairs to that vehicle during the trip or are present while these are carried out, or are performing other acts or checks on that motor vehicle, or providing first aid in a road accident;

#### 1.2 Motor vehicle

this refers to the motor vehicle for which the policy was taken out;

#### 1.3 Road accident

an accident - even if this resulted from the nature of or a defect in the motor vehicle in which the insured vehicle was involved - caused by colliding, hitting or running over, overturning, fire, lightning, running off the road or ending up in the water or any other external contingencies, in which sudden unexpected external force was exerted, impacting on the body of the person insured causing medically detectable injury, which may or may not result in death.

#### 1.4 Broadening of the definition of a road accident

In these insurance conditions, a road accident also means:

- 1.4.1 drowning, suffocation, burning, sunstroke, heat stress, corrosion caused by caustic substances, freezing, lightning strike or other electric discharge;
- 1.4.2 spraining, straining, dislocation and tearing of muscle and tendon tissue;
- 1.4.3 acute poisoning caused by gas, vapour or substances;
- 1.4.3 infection caused by ingestion of pathogens
- 1.4.4 as a result of involuntary contact with water or another substance;
- 1.4.5 wound infection or blood poisoning;
- 1.4.6 injury, death or impairment of health wilfully caused by another person against the will of the person insured;

1.4.7 hardship suffered by the person insured as a result of involuntary isolation from the outside world;

1.4.8 complications and worsening occurring during the provision of first aid or treatment prescribed by a doctor.

### Article 2 Cover and maximum amounts payable

The policy covers the persons insured against the consequences of road accidents. The insurer will pay each person insured a maximum of the applicable amounts for these. The contract between the person insured and BMW Financial Services Nederland B.V. (ho.d.n. Alphabet) shows the applicable amounts.

If at the time of the accident the number of passengers exceeds the maximum number of seats legally permitted by law for that motor vehicle, the insured amounts per insured seat will be deemed to have been reduced in proportion of that number of seats to that number of passengers.

### Article 3 Beneficiaries

#### Article 3 Beneficiaries

Unless agreed otherwise, the benefits will be

3.1 with respect to a death benefit:

- to the spouse or registered partner of the person insured; in the absence thereof:
- to the children of the person insured, each an equal share; in the absence thereof:
- to the joint heirs of the person insured;

3.2 with respect to benefits for permanent invalidity and medical expenses:

- to the person insured.

### Article 4 Obligations in the event of an accident

#### 4.1 In general

Contrary to the provisions of Article 4 of the General Conditions, in the event of an accident, the person insured, and in the cases referred to under 4.1.1 and 4.1.3 also the policyholder, must:

#### 4.1.1 Notify in writing

notify the insurer of all relevant facts in writing as soon as possible.

If the accident may lead to permanent invalidity, the claim submission period will be set at a maximum of 3 months, subject to the proviso that after expiry of this period the person insured will retain his right to a benefit if it is proven to the insurer's satisfaction that the invalidity is exclusively the result of the accident. Any right to a permanent invalidity benefit will lapse, nevertheless, if the claim is submitted later than 5 years after the accident.

#### 4.1.2 Seek treatment from a doctor

seek treatment from a doctor as soon as possible, follow the doctor's instructions and make every effort to promote recovery.

**4.1.3** Cooperate fully  
cooperate fully with the insurer and refrain from doing anything that may prejudice the interests of the insurer.

**4.2 On death**  
On the death of the person insured, those claiming benefit must notify the insurer of this at least 48 hours before the funeral or cremation. If this period is exceeded, any right to a benefit will lapse.  
Those claiming benefit must also give their permission and cooperation for any measures which the insurer deems necessary to establish the cause of death.

#### **Article 5 Exclusions**

Without prejudice to the exclusions referred to in Article 3 of the General Conditions, the policy does not provide any cover either if:

**5.1 Existing conditions etc.**  
the accident was caused by an existing condition, poor state of health, abnormality or defect, except in so far as this circumstance is the result of a previous accident which happened to the person insured during the period of validity of this insurance policy. If that circumstance only increases the consequences of an accident, no more will be paid than would have been paid had the accident happened to a normal person.

**5.2 Alcohol etc.**  
the road accident 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. The policy does not provide any cover either if the driver refused to cooperate in a breath test, urine test or blood test.

This exclusion does not apply to the insured person who demonstrates that the circumstance in question occurred without his knowledge or against his will and that he cannot reasonably be blamed for this.

**5.3 Unauthorized driver**  
the accident was caused while the driver was in or on the motor vehicle without the permission of a person authorized to grant such permission;

**5.4 Non-fulfilment of obligations**  
the policyholder, the person insured or any person claiming benefit has failed to fulfil one the obligations referred to in Article 4 and prejudiced the interests of the insurer as a result. The interests of the insurer will in in any case be deemed to have been prejudiced if, on the death of the person insured, the insurer was not notified of this at least 48 hours before the funeral or cremation.

#### **Article 6 Death benefit**

**6.1** In the event of death, the entire amount stated for this will be paid.

**6.2** Any benefit granted before death for permanent invalidity in connection with the same accident will be deducted from the death benefit up to the amount of that benefit.

#### **Article 7 Permanent invalidity benefit**

**7.1** In the event of permanent invalidity, a benefit will be paid of:  
- if it is total, the entire amount stated for this. Total invalidity also means total and incurable paralysis, incurable insanity and full irreparable loss of vision in both eyes;  
- if it is partial, a part of the amount stated for this in accordance with the following percentages:

**7.1.1** In the event of total or partial loss of function of:

- arm up to the shoulder joint	75%
- arm up to or to the top of the elbow joint	70%
- hand up to or to the top of the wrist joint	60%
- thumb	25%
- index finger	15%
- middle finger	12%
- ring finger or little finger	10%
- leg up to the hip joint	75%
- leg up to or to the top of the knee joint	60%
- foot up to or to the top of the ankle joint	50%
- big toe	8%
- one of the other toes	4%
- one eye	30%
- the other eye, if a benefit has already been granted for an eye under this policy	70%
- the other eye, if one eye has already been lost without a benefit	30%
- hearing ability in both ears	60%
- hearing ability in one ear	25%

**7.1.2** In the event of total or partial loss of function in the above cases:  
a proportionate part of these percentages, with the (function) loss percentage being assessed in accordance with the latest edition of the "Guides to the Evaluation of Permanent Impairment" of the American Medical Association (A.M.A.) and the matching medical guidelines.

In the event of total or partial loss of function of the fingers of one hand, the benefit will not exceed that for loss or total loss of function of that entire hand.

**7.1.3** in the event of whiplash:  
in the event of a cervical acceleration trauma (whiplash), including all complaints and symptoms arising from it or connected with it, the benefit percentage will be equal to the degree of functional invalidity with a maximum of 7%.



- 7.1.4** in other cases:  
in all cases not referred to in Article 7.1, the benefit percentage will be equal to the percentage of functional invalidity according to the latest edition of the "Guides to the Evaluation of Permanent Impairment" of the American Medical Association (A.M.A.) and the matching medical guidelines.
- 7.2 Other provisions relating to the permanent invalidity benefit**
- 7.2.1** If an accident increases existing permanent invalidity, the benefit will be reduced proportionally.
- 7.2.2** For permanent invalidity caused by one or more accidents during the period of this insurance policy, the benefit will never exceed the amount stated for this.
- 7.2.3** The percentage of permanent invalidity will be established as soon as it can reasonably be assumed that the condition of the person insured as a result of the accident is virtually unchanging nor will result in death, yet no later than 3 years after the accident. No permanent invalidity benefit will be payable if the person insured dies within one year after the accident; any benefit already granted will nevertheless not be claimed back. In the event of death - other than as a result of the accident - later than one year after the accident, the insurer will pay the amount it would reasonably have paid if the person insured had not died.
- 7.2.4** From the day on which one year has passed since the accident until the moment of payment, the insurer will pay statutory interest at a minimum rate of 6% per year on the amount payable.

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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