

SMART MOBILITY LEASING INSURANCE CONDITIONS PRIVATE LEASE

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GENERAL MODULE

1 Definitions

In these smart mobility leasing Insurance Conditions Private Lease the following terms, both in the singular and in the plural, always designated with capital letters, are defined as follows:

<i>Accident</i>	A collision, crash or impact, fire, lightning strike, driving off the road or into water whereby sudden, unexpected externally violence is exerted upon the body of the insured parties, and from which physical damage that can be medically established, death or damage to property occurs.
<i>Coverage Area</i>	The territory within which the Contract concerning the European Economic Area is applicable, and the countries that do not belong to that area but for which coverage exists in accordance with the International Motor Vehicle Insurance Card issued by the insurer (the so-called "green card"), as described in article 1 paragraph 5 of Directive 72/166/EEC of the Council of 24 April 1972.
<i>Damage to Property</i>	The damage to or destruction of property that is transported by the Vehicle.
<i>DCC</i>	The Dutch Civil Code.
<i>Insurance</i>	Means one or more of the following types of insurance: <ul style="list-style-type: none">· WAM insurance· PAI· Legal Assistance Insurance
<i>Insured Party</i>	<p>Insured Party or Parties under the statutory liability for motor vehicle insurance are the:</p> <ul style="list-style-type: none">· Policyholder;· owner, holder, authorised driver and the persons transported by the Vehicle;· Lessee;· smart mobility leasing; and· employer of the above-named persons, insofar as the employer, in pursuance of article 6:170 of the DCC is liable for damage caused by his employee, and the damage is not covered by other insurance. <p>Insured party or parties under the PAI modules and the Legal Assistance Insurance are the:</p> <ul style="list-style-type: none">· passenger or passengers of the Vehicle, including the driver, if entitled to make use of the Vehicle.

<i>Insurer</i>	XL Insurance Company SE, a European public limited liability company registered in Ireland, 8 St. Stephen's Green, Dublin 2, Ireland under registered number 641686 – an insurance company authorized and regulated by the Central Bank of Ireland – French branch, 61 rue Mstislav Rostropovitch 75017 Paris, registered with the commercial registry of Paris under number 419 408 927, or the insurer with whom smart mobility leasing has insured the Vehicle.
<i>Lease Contract</i>	The private lease contract on the basis of which smart mobility leasing makes a Vehicle in its possession available to the Lessee.
<i>Lessee</i>	The natural person who enters into or has entered into a Lease Contract with smart mobility leasing.
<i>PAI</i>	Passenger accident insurance.
<i>Policyholder</i>	The party who has entered into the insurance agreement.
<i>smart mobility leasing</i>	Axus Nederland B.V., trading under the name smart mobility leasing.
<i>Vehicle</i>	The object specified in the Lease Contract that smart mobility leasing makes available to the Lessee.
<i>WAM</i>	Dutch Motor Insurance Liability Act (<i>Wet Aansprakelijkheidsverzekering Motorrijtuigen</i>).

2 Policy conditions per type of Insurance

- 2.1 The policy conditions in this General Module are applicable to all types of Insurance. In addition to the policy conditions in this General Module, specific policy conditions are applicable to each type of Insurance, as set out in the following modules:
- WAM Insurance Module
 - PAI Module
 - Legal Assistance Insurance Module
- 2.2 In the event of discrepancies between the policy conditions in the General Module and the relevant specific module then the policy conditions of the relevant specific module apply

3 Insurance Area

Insurance is exclusively in effect within the Coverage Area.

4 Obligations in the event of damage

- 4.1 Once an Insured Party has knowledge of an occurrence that can lead to an obligation to make payment or provide legal assistance, he is obliged to the Insurer to:
- report this occurrence to the Insurer as soon as possible;
 - supply all details and information to the Insurer as soon as possible;
 - if required, supply the Insurer with a declaration, in writing and signed by himself, concerning the cause, circumstances and extent of the damage; and
 - grant his full cooperation with the claims settlement and refrain from anything that could harm the interests of the Insurer.
- 4.2 In the event of injury caused by or with the Vehicle, joyriding with the Vehicle, theft or embezzlement of the Vehicle or components thereof, the Insured Party must report this to the police within 24 hours.

- 4.3 The statements issued and/or to be issued, verbally or in writing, will (partly) serve for the establishment of the extent of the damage and the right to payment.
- 4.4 The Insured Party is obliged to limit the damage.

5 Exclusions

Excluded from cover is damage:

- a. that arises from the participation with the Vehicle in speed, regularity or agility rallies and competitions;
- b. caused outside of the term of this insurance, or when the Insurer has lawfully suspended his obligation to cover;
- c. of those who have gained control of the Vehicle through theft or violence and of those who use the Vehicle without valid authorisation;
- d. caused to items transported in the Vehicle;
- e. caused as a result of an armed conflict. An armed conflict is any instance in which states or other organised parties combat one another making use of military powers. Armed conflict is also defined as the armed action of a peacekeeping force of the United Nations;
- f. caused as a result of a more or less organised violent conflict between inhabitants of a single state whereby a substantial proportion of the inhabitants of this state are involved;
- g. caused as a result of organised violent resistance within a state, directed against the public authority;
- h. caused as a result of more or less organised violent actions occurring at different places within a state;
- i. caused as a result of a more or less organised local violent movement, directed against the public authority;
- j. caused as a result of a more or less organised violent movement of members of the armed forces, directed against the authority under which they are placed;
- k. caused as a result of terrorism. The "Terrorism and the Netherlands Reinsurance Company for Terrorism (NHT) Clauses Sheet" and the summary "Claims Processing Protocol" are applicable to the insurance agreement;
- l. caused by a nuclear reaction;
- m. caused by an earthquake or other natural disasters;
- n. caused by tremors, for example due to natural gas extraction;
- o. arising while the Vehicle is used for the transport of persons or goods in exchange for payment;
- p. arising while the Vehicle is used as a vehicle for instruction;
- q. damage caused by a person who was not authorised to drive, for example because the person did not have a driving licence, or because his driving licence was revoked or suspended;
- r. damage caused by a person who drove the Vehicle while under such influence of alcohol or intoxicant that driving the Vehicle would be prohibited by law or government regulations;
- s. damage caused by a person who was not authorised by the Lessee to make use of the Vehicle; or
- t. damage caused with the approval, or by the wilful misconduct, gross negligence or a serious degree of culpability of the Insured Party.

6 Premium

The premium payable by the Policyholder for Insurance is discounted in the monthly lease price that applies on the basis of the Lease Contract. smart mobility leasing ensures the ultimate premium payment to the Insurer.

7 Term

- 7.1 The term of the PAI and Legal Assistance Insurance begins upon commencement of the use of the Vehicle by or on behalf of Lessee.
- 7.2 The term of the PAI and Legal Assistance Insurance ends at the same time as the termination of the Lease Contract.
- 7.3 Damage caused outside of the term of the Insurance is not covered.

8 Amendment of insurance conditions and/or premium

- 8.1 The Insurer is entitled to amend these smart mobility leasing Insurance Conditions Private Lease. The Insurer will notify the Policyholder of the amendment and the commencement date of the amendment. The Policyholder will be considered to have agreed to the amendment unless he indicates otherwise within thirty days of receipt of the notification. In the latter case the Insurance ends on the stated commencement date of the amendment.
- 8.2 The Policyholder cannot cancel due to amendment of these smart mobility leasing Insurance Conditions Private Lease if:
- the amendment of the conditions and/or the premium arises from statutory regulations or provisions;
 - the amendment entails an extension of the cover and/or a lowering of the premium.

9 Complaints and the Financial Services Complaints Tribunal (KIFID)

- 9.1 Complaints concerning the handling of a damage claim can be submitted in writing or by email: XL Insurance Company SE, Service Réclamation Client, 61 rue Mstislav Rostropovitch, 75832 Paris Cedex 17 or reclamations.clients@axaxl.com.
- 9.2 If the Insurer has not given a substantive response within 6 weeks after the submission, or the Insurer has rejected the complaint in writing, then the Insured Party can submit a complaint against the Insurer to the Netherlands Financial Services Complaints Tribunal (KIFID) [PO Box 93257, 2509 AG The Hague] within 1 year of reporting the complaint or within 3 months of a rejection in writing.

10 Choice of law and court of competent jurisdiction

- 10.1 These smart mobility leasing Insurance Conditions Private Lease are governed by the laws of the Netherlands.
- 10.2 The district court of Amsterdam is exclusively authorised to rule on disputes between the Insurer and Insured Parties and the Policyholder.

WAM (MOTOR INSURANCE LIABILITY ACT) INSURANCE MODULE

1 Applicability of this WAM module

The policy conditions in this module are only applicable if it has been agreed in the Lease Contract that smart mobility leasing takes out WAM (Motor Insurance Liability Act) insurance for the Vehicle.

2 Extent of the cover

- 2.1 The liability in accordance with the WAM or an equivalent foreign law is insured.
- 2.2 The legal liability of the Insured Party in respect of damage caused to (property of) third parties by a trailer with two or more wheels, caravan or boat trailer is insured, as long as it is coupled to the Vehicle and when the damage has arisen as a result of uncoupling due to a breakage or any other defect of the coupling or an incorrect manner of connection and the connected object has not yet come to a standstill away from traffic. The conditions for cover are that:
 - a. the load capacity specified for the Vehicle and the maximum trailer weight, as specified in the registration certificate of that Vehicle, is not exceeded;
 - b. the total weight of the trailer is not more than 3,500 kilograms; and
 - c. the driver does have a legally prescribed driving licence for the trailer with two or more wheels, caravan or boat trailer.
- 2.3 The damage caused by goods located on the Vehicle or goods on a trailer with two or more wheels, caravan or boat trailer coupled with the Vehicle is insured if the goods fall off it or have fallen off it.
- 2.4 Damage caused to the driver and to the possessions of the driver of the Vehicle is not insured.
- 2.5 Damage to the load that is transported with the Vehicle is not insured.
- 2.6 Damage to the Vehicle and the trailer with two or more wheels, caravan or boat trailer coupled with it is not insured.
- 2.7 Damage caused by the loading or unloading of goods is not insured.
- 2.8 Damage caused by the Vehicle when it is located outside of the European Union for an uninterrupted period of more than six months is not insured.
- 2.9 In the event of liability in pursuance of the WAM the Insurer will pay out a maximum of the amount that is determined in pursuance of article 22 of the WAM by order in council. (Algemene Maatregel van Bestuur) When periodic payments form a part of the compensation to be paid and the cash value of these, with the addition of any other compensation, exceeds the insured amount, then the level or the duration of these payments will be reduced proportionally.

3 Claim against the Insured Party

If the Insurer is liable to pay compensation to an injured party in pursuance of the WAM or an equivalent foreign law, then the Insurer is entitled to claim the compensation and all costs incurred from the Insured Party:

- a. If the Insured Party, whether deliberately or otherwise, makes an incorrect statement to the Insurer concerning the realisation of the insured risk and/or the level of the damage.
- b. If the Insured Party does not report the Accident or the incident wherein the Vehicle is involved to the Insurer immediately, and/or the Insured Party does not provide all necessary information and documents on first request, and/or the Insured Party does not enable an expert designated by the Insurer to record or investigate the damage, and/or the Insured Party does not grant the Insurer the cooperation desired by it.
- c. If the Insured Party does not have an entitlement to payment or to cover in pursuance of the law or of these smart mobility leasing Insurance Conditions Private Lease.

4 Obligations of the Insured Party in the event of liability claims/criminal prosecution

- 4.1 The Insured Party must forward all documents, such as liability claims and summonses in connection with a civil action or criminal prosecution, as well as all other documents in connection with this, to the Insurer as soon as possible.
- 4.2 An Insured Party who is brought to court by an injured party for the compensation of damage is obliged to leave the actual conduct of the proceedings to the Insurer and to grant the lawyer designated by the Insurer all necessary authorisations.
- 4.3 Only the Insurer is entitled to acknowledge claims of injured parties in principle or in their extent, to reject them or dispose of them by payment, make objections to such claims, make advance payments in this respect, enter into settlements or agreements etc. The Insured Party is obliged to refrain from this. The decisions taken by the Insurer in this respect are binding for the Insured Party or Parties.
- 4.4 The Insurer is entitled to have an Insured Party against whom a criminal prosecution is instigated assisted by his lawyer. The Insured Party is obliged to grant his cooperation to this end.
- 4.5 The Insured Party must limit damage.
- 4.6 The Insurer is not obliged to make payment if the Insured Party fails to comply with one of the obligations summarised in this article.

5 Risk abroad

If the Insurer has issued a International Motor Vehicle Insurance Card (green card) for the Vehicle, during the period stated in that document and in the country for which the document is issued, the legal provisions of that country concerning compulsory liability insurance are applicable to this WAM insurance as well.

PASSENGERS ACCIDENT INSURANCE MODULE

1 Applicability of this module

The policy conditions in this module are only applicable if it has been agreed in the Lease Contract that smart mobility leasing takes out PAI for the Vehicle.

2 Extent of the cover

- 2.1 The Insurer will make payment if an Insured Party becomes permanently disabled or dies due to a covered Accident with a Vehicle.
- 2.2 The Insurer will make payment if the Insured Party suffers an Accident while he or she:
 - a. drives in traffic with the Vehicle;
 - b. steps in or out of the Vehicle;
 - c. is in or near the Vehicle in the event of a breakdown on the road;
 - d. is loading or unloading the Vehicle;
 - e. is refuelling the Vehicle; or
 - f. is in or near the Vehicle during a brief stop en route.
- 2.3 The Insurer will only make payment if the Accident fulfils all of the following conditions:
 - a. the Accident is an uncertain event;
 - b. the Accident has taken place within the Coverage Area; and
 - c. the Vehicle is normally located in the Netherlands.
- 2.4 The payment will amount at the most to the insured amount per seat. Unless otherwise agreed in the Lease Contract, the insured amount for permanent disability is € 9,000.- and for death € 4,500.- If more persons were present in the Vehicle than legally permitted, then the passengers will all receive a lower payment on the basis of the proportion of the permitted number of passengers to the actual number.
- 2.5 Damage caused by suicide and self-mutilation, or attempts thereto, is not insured.

3 Obligations of the Insured Party following an Accident

- 3.1 An Insured Party must inform the Insurer that the Insured Party will submit a claim to the Insurer within fourteen (14) days after the Accident.
- 3.2 If an Insured Party dies, then the Lessee or another Insured Party must inform the Insurer of the death within fourteen (14) days.
- 3.3 An Insured Party must limit damage, for example by calling in medical help as soon as possible.
- 3.4 The Insurer is not obliged to make payment if the Insured Party fails to comply with one of the obligations summarised in this article.

4 Establishment of damage in the event of permanent disability

- 4.1 The Insurer is entitled to engage a medical advisor in order to determine the nature and extent of the injury.
- 4.2 In the case of injury as a result of the Accident the Insurer will determine, on the basis of the advice of a Dutch medical advisor, whether the body part or organ is damaged and whether the Insured Party can (partly) use the body part or organ. The Insurer will apply the standards applied in the Netherlands at the time of a lasting medical condition (medische eindtoestand) of the Insured Party.
- 4.3 The Insurer determines the permanent disability, once it is clear that the medical situation of the Insured Party as a result of the Accident will no longer change. If no final assessment of the lasting medical condition can be made of the Insured Party at two years after the Accident, then following consultation with the medical advisor the Insurer will make a decision, taking account of the situation then applicable and the reasonable expectations on the loss of function and the permanent disability.

- 4.4 In the event of complete loss of function of a body part or organ the Insurer will pay a percentage of the insured amount for permanent disability in accordance with the table below.

<i>Complete loss of function of</i>	<i>Percentage of the insured amount</i>
Both eyes	100%
One eye (the other eye is not damaged)	30%
One eye (the other eye was already blind)	70%
Both ears	50%
One ear (the other ear is not damaged)	20%
One ear (the other ear was already deaf)	35%
Arm to the shoulder joint	75%
Forearm	60%
Hand	60%
Thumb	25%
Index finger	15%
Middle finger	12%
Ring finger	10%
Little finger	10%
Leg to the hip joint	70%
Lower leg	50%
Foot	50%
Big toe	8%
Other toe	8%
Spleen	4%
Kidney	25%
Psychological and nervous disorders	15%
General incurable psychological disorder (excluding all work)	100%
Loss of sense of smell	5%
Loss of sense of taste	5%

- 4.5 In the event of loss of function of a body part or organ that is not included in the above table the Insurer will determine, on the basis of the advice of the medical advisor, the percentage of loss of function in relation to the whole body. The Insurer will multiply this percentage by the insured amount for permanent disability.
- 4.6 In the event of partial loss of function of a body part or organ the Insurer will determine, on the basis of the advice of the medical advisor, a percentage of loss of function. The Insurer will multiply the percentage of loss of function by the amount that would apply if the Insured Party could not use the body part or organ at all.
- 4.7 The Insurer will apply the standards and concepts of the Netherlands. Loss of function will be determined with reference to the latest edition of the Guides to the Evaluation of Permanent Impairment of the American Medical Association (AMA), possibly supplemented with guidelines of Dutch specialist associations.

5 Determination of damage in the event of death

- 5.1 In the event of death caused by an Accident the Insurer will reimburse the insured amount for the seat in question. The Insurer will deduct the amount that has already been paid out due to permanent disability caused by the same Accident from the insured amount. A maximum of € 2,500.- per person will be paid out for Insured Parties younger than 16 or older than 70 years old in the event of death.
- 5.2 The Insurer will make a payment on the basis of permanent disability in place of a payment as referred to in article 5.1 of this Module if there is no direct relationship between this death and the Accident. This payment is based on a percentage of the insured amount for permanent disability with reference to the advice of the medical advisor on the basis of the expectations of the permanent disability before death. These expectations will be derived from the medical reports that were drawn up before the death.

6 Reduction if seat belt is not worn

The Insurer will reduce the payment by 25% if the Insured Party was not wearing the legally prescribed safety belts or other safety devices at the time of the Accident.

7 Costs of medical treatment

- 7.1 The Insurer will only reimburse the costs of medical treatment if the costs are not covered by another insurance contract. The Insurer will not reimburse treatment costs that are more than the insured amount. The Insurer will reimburse costs of medical treatment insofar as these costs are incurred within two years after the Accident.
- 7.2 Costs of medical treatment are defined as: fees of doctors and dentists, hospital and operation costs, costs of privately paid nursing prescribed by the treating doctor, costs of massage, medicines and bandages, costs of transport by ambulance, costs of prostheses, a vehicle for disabled persons and guide dog that have become necessary due to the Accident, as well as the costs of transport of the mortal remains of the Insured Party to his last place of residence in the Netherlands if he has died outside of the Netherlands as the result of an Accident. No more than € 100.- per element will be reimbursed for dental assistance.

8 Payment

- 8.1 The Insurer makes the payment to the Insured Party all at once.
- 8.2 The Insurer makes the payment due to the death of the Insured Party to his or her spouse or registered partner. In the absence of a spouse or registered partner the Insurer makes the payment to those who, according to the will or the law, are the heirs of the Insured Party. The Insurer can make the payment in full discharge to the executor of the will or the liquidator.
- 8.3 If in the event of an Accident it becomes apparent that the number of passengers exceeds the number of insured seats, the payment will be divided in proportion of the number of designated seats to the actual number of passengers. If passengers die, and in connection with their ages only have a claim to a payment lower than the insured amount, the amount so released will benefit the Insured Parties who, if no reduction had taken place, were entitled to a claim to payment on the basis of the amount in the event of death stated in the policy.
- 8.4 Under no circumstances will more be paid out than the maximum insured amount per seat.

LEGAL ASSISTANCE INSURANCE MODULE

1 **Applicability of this module**

The policy conditions in this module are only applicable if it has been agreed in the Lease Contract that smart mobility leasing takes out Legal Assistance Insurance for the Vehicle.

2 **Extent of the cover**

This insurance covers the legal expenses of claims for damage of the Insured Party or Parties against the liable person or persons if and insofar as:

- a. the damage was caused by an Accident with the insured Vehicle;
- b. the Accident took place within the term of this module;
- c. the Accident was an uncertain event;
- d. the Accident has taken place within the Coverage Area;
- e. the Vehicle is normally located in the Netherlands; and
- f. the costs do not exceed € 15,000.-

3 **Legal Assistance Insurance/reasonable likelihood**

3.1 The Insurer will grant legal assistance insurance if the Insurer considers there to be a reasonable likelihood of success in the matter reported by the Insured Party.

3.2 If the Insurer does not consider there to be a reasonable likelihood of success, then the Insured Party is entitled, on one occasion only, at the expense of the Insurer, to seek advice on the reasonable likelihood of success from a lawyer or other expert to be designated by the Insurer. If the advice sought is in favour of the Insured Party, then the Insurer will nevertheless grant legal assistance insurance. If the expert confirms the opinion of the Insurer then the Insurer is not obliged to provide (further) legal assistance insurance. If in that event the Insured Party decides to continue with the processing of the matter as he sees fit, then the Insurer will nevertheless reimburse the costs incurred thereby in arrears if and insofar as the action instigated by the Insured Party has had the envisaged success and the Insured Party has initiated his claim within a year of the decision of the expert.

4 **Engagement of lawyer or other experts**

The handling of the case will be carried out by experts of the Insurer. The Insurer can give instructions to a lawyer, a damage expert or other experts on behalf of the Insured Party. If the handling of a case is entrusted to a lawyer then the Insured Party is entitled to select this lawyer himself. The Insurer is not liable for claims that could arise from the selection of a lawyer or his handling of the case.

5 **Reimbursement of costs**

The Insurer will reimburse:

- a. the costs of a lawyer and of the measures taken on his instructions;
- b. the costs of the experts consulted in consultation with the Insurer;
- c. the costs of the witnesses and experts called by the lawyer;
- d. the legal costs of the Insured Party and of the counterparty, insofar as these are at the expense of the Insured Party by virtue of an irrevocable legal ruling;
- e. the necessary travel and accommodation expenses of the Insured Party if his appearance before a foreign court is ordered or, in the opinion of the lawyer, is urgently required; and
- f. the costs of the enforcement of a ruling within 5 years of this ruling becoming irrevocable.

6 **Conflict of interests**

In the event of a recourse action between two Insured Parties, the following applies:

- a. in the event of the involvement of the Lessee and a fellow Insured Party only the Lessee is entitled to legal assistance insurance;
- b. in the event of the involvement of two fellow Insured Parties, only an Insured Party designated by the Lessee is entitled to legal assistance insurance.

smart mobility leasing

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