

ARVAL ASSISTANCE

SCOPE OF SERVICE

Arval Deutschland GmbH



ARVAL
BNP PARIBAS GROUP

For the many journeys in life

Scope of Service of Arval Assistance

As of: September 2017

The Arval Assistance Breakdown and Accident Services are provided by a competent contracting company of Arval Deutschland GmbH; this contractor provides to you the Assistance Services of Arval subject to the conditions as set out below. These Conditions also govern the legal relationship of Arval Deutschland GmbH with the customer.

For details, please refer to the Group Policy Conditions of "Arval Assistance", which constitute the legally binding conditions.

Insurer for "ARVAL Assistance":

ADAC Versicherung AG

Hansastr. 19

80686 München (Germany)

Chairman of the Supervisory Board: Mahbod Asgari Nejad; Executive Board: Marion Ebentheuer (CEO), Stefan Daehne, James Wallner, Heinz-Peter Welter, Mahbod Asgari Nejad; legal form: stock corporation with its registered office in Munich, registered with the registry court of Munich under HRB 45842.

The "ARVAL Assistance" covers you as a lessee under a leasing contract with "ARVAL Assistance" and you as a fleet operator under a fleet management contract with "ARVAL Assistance". The persons covered are the eligible driver and the eligible occupants of the vehicle eligible for assistance.

Claims arising from the "ARVAL Assistance" service may be asserted directly against the Insurer.

If, according to the Group Policy Conditions below or the statutory provisions, the knowledge and the behavior of the insured person are of legal importance, the knowledge and the behavior of the beneficiary (insured person) can also be taken into consideration. Accordingly, the beneficiary is expected to practice specific behaviors and to have a certain knowledge. These obligations are laid down in particular in Clauses 6.1 and 6.2 of the Group Policy Conditions.

Should you have any reason for complaint, please contact the insurer directly. Notwithstanding the above, complaints about German insurers may be filed to:

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin),

Graurheindorfer Str. 108, 53117 Bonn (Germany)

Group insurance conditions of Arval Assistance

1. ARVAL Assistance

1.1 The service providers of ADAC Versicherung AG provide the following services after a breakdown or accident of the vehicle eligible for assistance subject to the conditions described below:

- Breakdown or accident assistance (10.)
- Recovery (11.)
- Towing (12.)
- Spare parts dispatch (13.)
- Costs of train journeys, airfares, rental cars (14.)
- Accommodation costs (15.)
- Collection of the vehicle after repair or theft or in the event of the driver being not available (16.)
- Return transport of the vehicle (17.)
- Parking costs (18.)

1.2 Vehicles eligible for assistance include all vehicles registered in Germany, for which ARVAL and its customers have entered into a leasing contract or a fleet management contract with ARVAL Assistance effective from 01 September 2017.

The vehicles must not:

- a) have more than nine seats (including the driver's seat) according to the design and the equipment for the transport of persons;
 - b) in each case inclusive of any load, exceed an overall width of 2.55 meters, an overall length of 10 meters, a height of 3.2 meters and a permissible gross weight of 5,000 kg. Luggage and load are not insured. The coverage generally does apply to courier service vehicles. Vehicles that have loaded animals, commercially transported goods or perishable goods shall be transported or returned only unloaded.
- 1.3 The persons eligible for services set out under Clause 1.1 include the persons covered, i.e. the lessee under a leasing contract or the fleet operator under a fleet management contract, the eligible driver and the eligible occupants of the vehicle eligible for assistance. Hitchhikers shall not be covered.
- 1.4 If services from a mobility guarantee of the vehicle manufacturer can be claimed for the respective leasing or fleet vehicle in a damaging event, such benefit commitment shall take precedence.

2. Scope of application

Insurance cover is granted for damage incurred in the following countries: Albania, Andorra, Belgium, Bosnia-Herzegovina, Bulgaria, Denmark, Germany, Estonia, Finland, France, Gibraltar, Greece, Iceland, Italy, Kosovo, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Macedonia, Monaco, Montenegro, Netherlands, Norway, Austria, Poland, Portugal, Republic of Ireland, Romania, Russia, San Marino, Sweden, Switzerland, Serbia, Slovak Republic, Slovenia, Spain, Czech Republic, Turkey (European part), Ukraine, Hungary, Vatican City State, United Kingdom of Great Britain and Northern Ireland, Belarus, and Cyprus.

The provision of the assistance services in the individual countries depends on the local availability and the local conditions.

3. Damage not covered

Damage to vehicles eligible for assistance shall not be covered:

- a) if, upon occurrence of damage, an illegible driver is driving the vehicle, or the eligible driver is not in possession of the required driving license; however, the obligation to provide services to the covered persons who without their fault were unaware of those circumstances continues to exist;
- b) if caused by force majeure, war, civil war, revolutions, riots, terrorist acts, strikes, seizure, official coercive measures, official bans, explosions of objects, nuclear and radioactive exposure;
- c) if resulting from the participating in driving events where the achievement of maximum speeds matters and in the accompanying training runs;
- d) if, upon occurrence of damage, the vehicles are used for commercial re-letting or for passenger transports or the vehicles carry foreign license plates or German export license plates (customs plate);
- e) if, upon occurrence of damage, the vehicles are older than eight years starting on the day of the initial registration;
- f) if occurring outside squares, roads or pathways opened to public traffic;
- g) if being attributable to self-induced lack of fuel or incorrect types of fuel;
- h) if occurring to the load or in the event of losses of income;
- i) if occurring due to a defect at a trailer;
- j) if occurring by fire (not due to vehicle part), theft or vandalism of the vehicle eligible for assistance.

4. Commencement of the insurance cover

The insurance cover shall commence on the first day of the leasing contract, but no earlier than upon the delivery of the vehicle eligible for assistance by ARVAL to the lessee or shall commence on the first day of the fleet management contract, but no earlier than upon the transfer of the vehicle eligible for assistance to the fleet management by ARVAL. The insurance cover, however, shall commence in both cases no earlier than on 01 September 2017.

5. Duration of the insurance cover

- 5.1 The insurance cover shall be provided for the duration of the leasing period of the vehicle eligible for assistance agreed by ARVAL with the lessee or for the duration of the inclusion of such vehicle in the fleet management, at the longest for 8 years from the initial registration within the framework of the fleet management.
- 5.2 The insurance cover shall end in case of a leasing contract upon return of the vehicle eligible for assistance to ARVAL, in any case at the end of the leasing contract, and in case of the fleet management upon retirement of the vehicle eligible for assistance from the fleet management, in any case upon termination of the fleet management contract, and in all other cases upon removal of the vehicle eligible for assistance.

6. Obligations of the covered person after occurrence of the damage

- 6.1 The covered person or a person authorized by the covered person may request the assistance services directly from the ARVAL ASSISTANCE-CENTER and shall be obliged:
 - a) to call in the ARVAL ASSISTANCE-CENTER generally without delay in the case of any damage and to coordinate the further measures with the CENTER before using the services.

Upon receipt of the assistance service request, which generally must not be made later than on the day following the day of the damage, the ARVAL ASSISTANCE-CENTER shall verify on the basis of the following details whether the service request is lawful:

- license plate
- vehicle identification number
- date of the initial registration
- make and model of the vehicle

b) to inform the ARVAL ASSISTANCE-CENTER completely and truthfully about all circumstances of the damage. Upon request, information must be provided in writing to the ARVAL ASSISTANCE-CENTER together with appropriate evidence. The costs the refund of which is requested must be evidenced with the original invoices. Any damage must be minimized as much as possible. In addition, in the case of a leased vehicle, the covered person or its agent shall be obliged, where required, to present to the ARVAL ASSISTANCE-CENTER the permission from ARVAL as the owner of the vehicle eligible for assistance, if the vehicle itself or parts thereof are to be disposed of.

6.2 ADAC Versicherung AG shall be released from its benefit commitment, if the covered person has breached its duties grossly negligently or intentionally. In cases of gross negligence, ADAC Versicherung AG shall remain committed to indemnify the insured, where the breach neither has influenced the determination of the claim nor the determination or scope of the insurance benefits to be provided by ADAC Versicherung AG.

7. Multiple insurance

Where the covered person, with regard to the services to be provided under these conditions, has claims for recovery against third parties, the claimable maximum indemnification shall be the amount of the total damage covered by third parties and the ARVAL Assistance services.

8. Assignment

Claims must not be assigned or pledged prior to their definitive determination without the express approval of ADAC Versicherung AG.

9. Liability

ADAC Versicherung AG shall be liable, when providing the "spare parts dispatch" and "towing" services, for default pursuant to the statutory liability provisions applicable to the respective hauler.

Services at a glance

10. Breakdown or accident assistance

10.1 If the vehicle eligible for assistance can no longer be driven due to a breakdown or an accident, the ARVAL ASSISTANCE-CENTER shall (within Germany) order and shall (outside Germany) procure an assistance vehicle to restore the working order of the insured vehicle at the location of damage and shall cover the expenses for the repair assignment of up to one hour plus arrival and departure as well as for the on-board means of the assistance vehicle.

10.2 A breakdown is a sudden failure of the vehicle eligible for assistance, such as failure of mechanical parts or electrical failure resulting in an immediate breakdown of the vehicle on public roads, which is unforeseen and can be attributed to the technical guarantee for the vehicle eligible for assistance; the same applies if, as a result, the journey cannot be started at all. Events such as battery failure or – as a technical guarantee claim – defectives tires, fuel shortage, lost or broken keys or lockouts are also covered. Accident, fire and theft are not considered as a breakdown.

10.3 An accident has occurred, if a direct event from the outside has impacted the vehicle with mechanical force.

11. Recovery

If the vehicle eligible for assistance has left the roadway due to an accident and must be towed away, the recovery of the vehicle shall be organized up to a maximum amount of EUR 2,000 per claim. Trailers towed are not covered in the case of damage to the towing vehicle eligible for assistance.

12. Towing

12.1 If the vehicle eligible for assistance is no longer ready to drive due to a breakdown or accident and a breakdown or accident assistance as provided in Clause 10 has been unsuccessful, the ARVAL ASSISTANCE-CENTER shall within Germany order and shall outside Germany procure a towing company. The towing costs are refunded within Germany up to a maximum amount of EUR 153 and outside Germany up to a maximum amount of EUR 184. In the event of an accident occurring in Germany during the office hours of ARVAL (08:00 a.m. – 6:00 p.m.), the vehicle shall be towed to the nearest ARVAL contract / partner workshop up to a maximum towing distance of 50 km. In the event of all other accidents, e.g. where the towing distance exceeds 50 km or outside the office hours of ARVAL, the vehicle shall be towed to the depot of the towing partners of ADAC Versicherung AG's service network. The towing distance shall be determined by the ARVAL ASSISTANCE-Center.

12.2 The towing costs for vehicles confiscated or secured by the police are not covered.

13. Spare parts dispatch

13.1 If the restoration of the working order of the vehicle eligible for assistance after a breakdown or accident requires spare parts the procurement of which is not possible on the spot, the ARVAL ASSISTANCE-CENTER shall procure and dispatch the spare parts within and outside Germany to the repair shop or, in events outside Germany also to the nearest airport, if need be. The costs of the procurement and dispatch are covered, but not the costs of the spare part itself. Customs costs incurred outside Germany are refunded, unless they are incurred because the spare part remains abroad or because the vehicle is no longer exported.

13.2 Paints, oils, lubricants and hazardous goods (acc. to the hazardous goods directives) are no spare parts.

14. Costs of train rides, airfares, rental cars

14.1 If the vehicle eligible for assistance can no longer be used due to a breakdown or an accident, with the restoration of the working order of the vehicle on the day of the damage not being possible, the ARVAL ASSISTANCE-CENTER shall, at the request of the covered person, procure a 1st class train ticket for the journey of the covered person from the location of damage to its home or to the evidenced destination of the journey within the covered countries or to the nearest car rental station.

14.2 The costs of the 1st class train journey paid by the covered person are refunded. Where the train journey exceeds six hours, the ARVAL ASSISTANCE-CENTER shall, at the request of the covered person, procure and pay an economy-class air ticket.

14.3 As an alternative to the 1st class train journey, the covered person may, for the onward journey or the collection of the vehicle, use a rental car of the same category including delivery for the duration of the repair, but for no longer than three calendar days, the costs of which are covered. The rental car shall be provided, once the duration of the repair exceeds two hours after arrival in the repair shop. The costs for fuel, other supplies and any voluntary insurance policies as well as for accessories, such as winter tires, child seats, roof rack or snow chains. are not covered.

14.4 These services are excluded, if a service as provided in 15.1 and 15.2 (accommodation costs) is used.

15. Accommodation costs

- 15.1 If the vehicle eligible for assistance can no longer be driven due to a breakdown or an accident, with the restoration of the working order of the vehicle on the day of the damage not being possible, and the covered person has to stay overnight, the ARVAL ASSISTANCE-CENTER shall organize the accommodation in a free hotel nearest to the location of damage within or outside Germany.
- 15.2 The accommodation costs incurred by the covered person are refunded for the duration of the vehicle breakdown and until the completion of the repair in the amount of up to EUR 72 within Germany and up to EUR 74 outside Germany per night and person, but only for a maximum of three overnight stays.
- 15.3 If the covered person does not want to wait until completion of the repair and the onward or homeward journey as provided Clause 14 is not possible until the day after the day of the damage, an overnight stay shall be booked for the covered person as provided in Clause 15.1 with the costs being covered according to Clause 15.2.
- 15.4 The services under Clauses 15.1 and 15.2 are excluded, where a service under Clauses 14.1 or 14.2 or 14.3 (train ticket, air ticket, rental car costs) is used.

16. Collection of the vehicle following repair or theft or in the event of the driver being not available

- 16.1 If the vehicle eligible for assistance cannot be repaired on the day of the damage or if the duration of the repair exceeds five hours after arrival in the repair shop, the ARVAL ASSISTANCE-CENTER shall procure a 1st class train ticket for the journey of the covered person or a person authorized within Germany by the ARVAL ASSISTANCE-CENTER or outside Germany by the covered person from their residence or the destination of the journey to the repair shop for collection of the repaired vehicle – if the ARVAL ASSISTANCE-CENTER cannot collect the vehicle itself.

The costs incurred for a 1st class train ticket to the place of collection are refunded.

Where the train journey exceeds six hours, the ARVAL ASSISTANCE-CENTER shall, at the request of the covered person, procure and pay an economy-class air ticket for the person authorized within Germany by the ARVAL ASSISTANCE-CENTER or outside Germany by the covered person.

As an alternative to the 1st class train journey, the covered person may, for the onward journey or the collection of the vehicle, use a rental car of the same category including delivery for one calendar day, the costs of which are covered to the extent of the costs for the 1st class train journey. The rental car shall be provided, once the duration of the repair exceeds two hours after arrival in the repair shop.

- 16.2 Clause 16.1 applies accordingly, if:

- a) the stolen vehicle eligible for assistance is found again ready for operation within the covered countries.
- b) the eligible driver during the journey is no longer able to drive the vehicle eligible for assistance due to illness, injury or death and there is also no suitable fellow passenger to drive the vehicle. The incapacity of the eligible driver must last longer than three days and must be proven by a medical certificate.

17. Return transport of the vehicle

If the vehicle following a breakdown or accident is not expected to be made roadworthy at the location of damage or near such place within three working days and a spare parts dispatch as provided in Clause 13 is not sufficient, return transport of the vehicle within Germany or from other European countries to the repair shop at the residence in Germany shall be organized. This service is not applicable in the event of a total loss of the vehicle. A total loss has occurred, where the costs of a repair exceed the replacement value of the vehicle in Germany on the day of damage. Trailers towed are not covered in the case of damage to the towing vehicle eligible for assistance.

18. Parking costs

If the vehicle eligible for assistance has to be parked after a breakdown or accident until the repair or collection pursuant to Clause 16, the parking costs are refunded within Germany up to a maximum amount of EUR 77 and outside Germany up to a maximum amount of EUR 79.

As of: 01 September 2017