

EXTRACT FROM THE GENERAL CONDITIONS OF INSURANCE

Legal Protection (Plus)

ALD Automotive Italia Srl has entered an insurance policy (hereinafter the Insurance Contract or Policy/Insurance Policy) with the insurance company Euro Insurances DAC that provides coverage for risk of judicial and extrajudicial assistance that may be necessary to protect the rights of the driver (hereinafter the Driver) when driving an Insured Vehicle that is involved in a road traffic accident.

It also covers the risk of pecuniary losses (i) of the employer (user), resulting from the temporary withdrawal of the license of its employees, and (ii) of the driver, in the event of disqualification of license points, when they are driving an insured vehicle.

The purpose of this document is to provide the driver with the main information on the Insurance Contract. The company providing the insurance cover under the Insurance Contract is Euro Insurances DAC (also the "Company"), with registered office at Block C, Ground Floor, Central Park, Leopardstown, Dublin 18, Ireland. The Company operates in Italy under the freedom to provide services.

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Definitions

Definitions and Terms of Insurance are set out below.

- **Administrative sanction**: a measure adopted by the Administrative Authority or Judicial Authority to deal with an administrative offence, which may consist of the payment of a sum of money or the suspension or forfeiture of licenses or concessions expulsion from certain public bodies;
- **Arbitration:** an alternative procedure to ordinary civil court proceedings, to which the parties may resort to settle or prevent a dispute;
- Claim or insurance case: the occurrence of the harmful event for which the insurance cover is provided;
- Criminal **court costs:** costs of criminal proceedings that are charged to the defendant in the event of conviction;
- **Criminal law:** the set of legal rules established for the protection of the community against conduct detrimental to individuals;
- Criminal proceedings: starts with the notification of an alleged violation of criminal law, which is notified to the person through the information on the bond. It contains an indication of the rule violated and the title (culpable voluntary intentional) of the offence charged. For the guarantee provided by the insurance, the initial arraignment (before the trial) is relevant;
- **Contravention: an** offence (see Definition of offence) in which the psychological element is not considered, i.e. the voluntary conduct of the person committing it: whether the act was committed voluntarily or involuntarily is irrelevant to the law. Contraventions are punishable by arrest and/or fine;
- **Driver:** any natural person authorised by the User or by the long-term rental agreement to drive the Contractor's vehicles indicated in the Log Book, provided that they hold a regular driving license for driving the rented vehicle.
- **Driving license:** administrative authorisation issued by the competent office of the Department of Transport required for driving motor vehicles on public roads.
- **Employee:** All natural persons, of whom the Insured makes use in the exercise of his or her activity, in compliance with the regulations in force concerning labour or service relations.

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- **Expert's fees:** expenses relating to the services of an expert appointed by the court (court expert) or by the parties (party expert);
- **Highway Code:** Legislative Decree No 295 of 30 April 1992, as amended;
- Indemnity: the sum payable by the Insurer in the event of a Claim;
- **Insurer:** The Company, indicated in the header of the Insurance Policy;
- **Insured:** the person whose interests are protected by this Insurance Policy;
- **Insurance:** the cover provided by the Insurance Policy;
- **Insurance Period:** the period between the Effective Date and the Expiry Date;
- Occurrence of an insurance case/claim: the moment when the alleged breach of a legal provision begins.
- For the guarantees contained in this policy to be valid, this moment must be after the effective date of the
- policy. If the alleged conduct continues, the first violation must be considered. More simply, event is not the moment at which the dispute or proceeding starts, but the moment at which the breach that gives rise to the dispute or proceeding occurs. More specifically, the occurrence in the event of a criminal or administrative sanction is the moment when the offence or violation of a rule of conduct laid down in the Highway Code is committed;
- **Offence:** violation of the criminal law. Offences are divided into felonies and misdemeanours and carry different penalties, imprisonment and/or fines (for felonies: imprisonment, fine; for misdemeanours: arrest, fine). Crimes are thus divided, depending on the psychological element, into voluntary, involuntary and culpable, while in contraventions the psychological element is irrelevant;

Terms and Conditions

1. Object of the policy

The Insurance Contract defines the terms and conditions under which EURO INSURANCES DAC – in accordance with the law, the maximum amounts and the conditions defined in the insurance policy - will insure risk of judicial and extrajudicial assistance that is necessary to protect rights of the driver authorised to drive an Insured Vehicle owned by ALD Automotive Italia Srl and the risk of the financial losses of the User deriving from the temporary withdrawal of its license or that of its employees for whom the driving of the vehicles is strictly functional to the exercise of the work carried out on behalf of the User.

2. Insured Expenses

The Insurer shall cover, within the limit of €16,000.00 per claim (for an unlimited number of claims per year), and according to the terms and conditions of the Policy, the risk of legal assistance necessary to protect the rights of the Insured arising from a claim covered by the insurance.

The following costs are included:

- fees for the assistance of a lawyer (reimbursement of fees for the assistance of a single lawyer for each instance of the proceedings);
- intervention of an expert/technical advisor appointed by the judge and/or an expert witness;
- ordinary court costs;
- criminal court costs;

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- administrative penalty;
- assessments concerning persons, property, events and causes involved in an insurance case;
- investigation of exculpatory evidence in criminal proceedings;
- court costs relating court documents, if not recovered by the other party following a judgment against it.
- drafting complaints, lawsuits and petitions to the court;
- costs paid to the counterparty in the event of an unfavourable outcome of the proceedings, or any costs borne by them if the Company authorizes a settlement expenses for the registration of legal acts up to an amount not exceeding EUR 300.00;
- The costs of the compulsory mediation attempt, within the limits of the fees recognised by public authorities mediation bodies.

Furthermore, in event of arrest, threat of arrest or criminal proceedings abroad, in one of the countries where the insurance cover applies, the Insurer undertakes to pay:

- the services of an interpreter;
- translation of transcripts and documents of the proceedings;
- advances for bail, when ordered by the court, up to the maximum limit indicated in the policy schedule. The amount advanced must be reimbursed to the Company within 60 days of payment: after this time, the Company shall charge interest at the legal rate in force. Pending reimbursement by the Insured, the amount advanced shall reduce the maximum sum insured.

The Insurer shall not be liable for the payment of fines and penalties, imposed administratively or as an alternative to a custodial sentence, and tax charges that may arise during or at the end of the proceedings, with the exception of VAT on the fees of the professionals appointed, provided that the Insured cannot deduct this tax.

3. Object insurance

The insurance cover provided under this Policy concerns the legal protection of the authorised driver of vehicles owned by the Policyholder and of Third Parties transported in insured vehicles.

In the event of a dispute between more than one Insured under this policy, insurance shall only apply in favour of the authorised driver.

Compensation applies to traffic accidents and only in the following cases:

- a) Civil proceedings (or appearance as a civil party in criminal proceedings) for compensation for damages suffered by persons or property as a result of an offence committed by a third party;
- b) Criminal proceedings for culpable offence or contravention;
- c) Appeal against the suspension of a driving license adopted as a direct and exclusive consequence of a traffic accident;
- d) Appeal brought against order to impound a motor vehicle following a traffic accident;













- e) Advance payment by the Company, up to an amount not exceeding Euro 10,000.00 local currency for bail in the event of arrest, threat of arrest or any other punishment involving deprivation of liberty in the event of criminal liability in connection with a traffic accident abroad.
- f) The advance payment is subject to the presentation of suitable guarantees for the reimbursement of the amount paid in advance, which must be reimbursed to the Company within 60 (sixty) days from the date of payment.
- g) Administrative or judicial appeal against unlawful deduction of points on driving licenses.

4. Legal advisory services

As a supplement to its insurance cover, the insurer will ensure the availability of a telephone counselling service on the subjects covered by the policy, which can be activated by e-mail:

tutelalegale.euroinsurance@acclaims.it

The insured person may telephone during office hours to obtain:

- legal advice;
- information on current rules, decrees and regulations;
- preliminary advice and assistance in the event that the insured person is called to give evidence to police or investigating magistrate in civil or criminal proceedings.

5. Insured persons

The Insurance Policy shall cover the persons authorised by the User or by the long-term rental agreement to drive the Contractor's vehicles entered in the Log Book, provided that they hold a regular driving license for driving the rented vehicle.

In the event of temporary replacement, or temporary unavailability of the vehicle covered by the long-term hire contract, the Insurance Policy shall cover the person authorised to drive the replacement vehicle.

6. Exclusions

The insurance does not provide cover for disputes and civil/criminal proceedings:

- arising from the driving and/or ownership of aircraft and motorised units;
- arising from alleged breach of contract and/or breach of contract;
- resulting from the driver's wilful misconduct;
- arising from civil commotion, acts of war, revolutions, earthquakes, floods, volcanic eruptions, strikes or lockouts, or arising from possession or use of radioactive substances;
- having to do with matters of tax, fiscal or administrative law;
- with a litigation value of less than EUR 100.00 or, in the case of contractual disputes, EUR 250.00.

Furthermore, the guarantee does not apply:

- if the driver does not meet the requirements or is not qualified to drive according to the regulations in force, or if the driver drives the vehicle with an invalid or different license, or fails to comply with the license requirements; if, on the other hand, the driver has not yet obtained a driving license, despite

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having passed the driving license examinations, or holds an expired license, but obtains a new or renewed license within 60 days of the accident, the cover is in force;

- if the vehicle not covered regular compulsory third party liability insurance; this exclusion only applies to the vehicle owner;
- if the vehicle is used in a manner other than that for which it was registered; this exclusion only applies to the owner of the vehicle.
- when the insured violates the provisions of the new Highway Code (driving under the influence of drugs or other psychotropic substances, violation of the obligation to stop in the event of accident, failure to render assistance, refusal to provide personal details to the injured party, etc.);
- when the dispute concerns damage resulting from participation sporting competitions or races and trials, except in the case of competitions organized by the ACI (Italian Automobile Association) or the IMF (Italian Motorcycle Federation).

7. Territorial scope

The insurance cover applies to claims arising and being handled in all countries of European Union or the European Economic Area.

The Legal Advice Service operates only in Italy, the Vatican City and the Republic of San Marino. Excluded are all disputes concerning the violation of law or rights in countries or areas where wars or revolutions are in progress.

8. Reporting a Claim and Choosing a Lawyer

The Insured is obliged to promptly notify the Insurer of the claim in accordance with these conditions, sending all relevant deeds and documents and paying stamp and registration tax imposed by tax law.

The Insured Party shall also send, together with the claim notification, a copy of the long-term rental contract showing the name of the Insured Party as the authorised driver to drive the rented vehicle or authorisation of the User prior to the occurrence of the insured event, the vehicle's number plate and the vehicle delivery report showing the date the vehicle was actually delivered.

The Insured is obliged to notify the Insurer of all documents served on him by the bailiff, promptly and in any case in sufficient time to enable him to take the appropriate measures to defend himself.

In particular, the Insurant must immediately notify the Insurer of any measure to withdraw, suspend or revoke a driving license, sending a copy of the measure or indicating its provisions. The Insurant must, at the request of the Insurer, exercise the right to appeal against this measure within the stipulated time limit, under penalty of the partial or total loss of the right to receive indemnity, in accordance with articles 1914 and 1915 of the Civil Code.

The Insured must provide the Insurer with all notices, information and documents relating to the case and do what is necessary to facilitate all measures that the Insurer considers should be taken to limit the consequences.

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At the same time as filing the claim, the Insured - also in the event of a conflict of interest with Insurer - may indicate to the Insurer a lawyer to whom the case should be assigned - resident in the district of the judicial system competent to decide the dispute.

In the event that the Insured chooses a lawyer who does not reside within the district of the competent court system, the Insurer shall guarantee the costs of domiciliation, up to a limit of €3,000.00. This amount is included in the maximum amount payable per claim.

9. Insurance Case Management

Following receipt of the claim notification, the Insurer will send the file to the lawyer appointed pursuant to art. 9, who will manage the out-of-court phase and do everything possible to reach an amicable settlement of the dispute. In the event of failure, if it turns out that the Insured Person's case has reasonable prospects of success, and in any case if it is necessary to present a defense in criminal proceedings, the file will be taken forward by the lawyer appointed pursuant to Art. 9. It is further agreed that regardless of the status of the dispute and the level of proceedings:

- The Insurant is obliged to inform and update the Insurer on any circumstances relevant to the policy cover. If the Insurer's failure to keep the Insured up to date results in prejudice, the Insured may partially lose the right to the services envisaged in the policy.
- The Insured Person shall grant all necessary powers of attorney to the lawyers appointed pursuant to Art. 9;
- Appointments of experts must be agreed in advance with the Insurer, otherwise no reimbursement of expenses will be made.
- Lawyers shall be instructed in accordance with the terms of Articles 9 and 10 (, provided that the Insured Person's case appears to have reasonable prospects of success; the Insured Person shall execute all necessary powers of attorney in favour of the lawyers so instructed.

The Insurer is not liable for any shortcomings in the services provided by lawyers or experts.

Similarly, for legal proceedings subsequent to the authorised proceedings, assignments to attorneys must also be agreed in advance with Insurer, provided the Insurant's case has a chance of success; the Insurant shall grant these attorneys the necessary powers, under penalty of forfeiting the right to the benefits envisaged in the policy. The Insurer shall not be liable for the activities of lawyers and experts.

10. Conflict in Insurance Case Management

In the event of a difference of opinion between the Insurant and Insurer on the prospects of a positive outcome, or in any case a more favorable outcome for the Insurant, of any legal proceedings or appeals, either party may request by registered letter that the matter be referred to an arbitrator to be appointed by mutual agreement between the parties.

In the event of disagreement between the parties, arbitrator is appointed by the president of the court that has jurisdiction under the law.

The arbitrator shall decide according to general principles of equity and the costs of the arbitration shall be borne by the losing party.

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In the event that the decision of the arbitrator is unfavourable to the Insurant, the Insurant may proceed its own behalf and at its own risk, and shall have the right to reimbursement by the Insurer of all expenses incurred and not recovered from the other party to the proceedings, if the result thus obtained is more favorable, in fact or in law, than what was previously envisaged or realized by the Insurer.

11. Reimbursement of expenses paid

The Insurant is exclusively entitled to all sums paid, or in any case recovered in relation to the capital and interest, while the Insurer is entitled to the sums paid, also the Insured, by way of reimbursement expenses, costs and fees, both judicial and extrajudicial.

12. Prescription

The right to damages shall be prescribed in 2 (two) years. If the event is considered a criminal offence under the law, it shall be time-barred in accordance with the applicable criminal provisions.

13. Insurance Conditions and Other Insurances

The Contracting Party must notify the Insurer of the existence and/or subsequent stipulation, with the Insurer or other insurers, of other policies covering the same risk, while the Insured Party may make such notification upon presentation of the claim, in accordance with the provisions of article 1910 of the Civil Code.

Provisions on the coverage of pecuniary losses

14. Daily allowance

14.1 Daily allowance driving license suspension

Within the limits and under the conditions set out below, the Insurer shall pay the Insured:

- 1. A daily allowance of EUR 105, for a maximum period of 180 days, in respect of the temporary withdrawal of a driving license by virtue of an order issued by an Italian authority as a direct or indirect consequence of:
 - a traffic accident causing death or personal injury (Articles 589 and 590 of the Criminal Code);
 - suspension of the driving license by the Italian authorities due to one or more infringements, committed after midnight on the Effective Date, of the rules of conduct of the New Highway Code as set out below:

Article 142	Speed Limits;
Article 143	Driving on the wrong side of the road on bends, speed bumps, etc.;

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Article 145	Lack of precedence;
Article 146	Failure to observe traffic signs - red traffic lights;
Article 147	Improper driving at level crossings;
Article 148	Improper overtaking;
Article 149	Safety distance between vehicles;
Article 150	Transit of vehicles on congested roads or mountain roads;
Article 172	Use of seat belts and harnesses;
Article 176	U-turns and driving in emergency lanes motorways;
Article 186	Driving under effect of alcohol.

2. 50% of the daily allowance referred to in the preceding paragraph, up to a maximum of € 5,200, if an authority of a country other Italy issues the equivalent order for its territory in

Article	Drunk driving by drivers under 21 years of age, novice drivers and those
186 bis	engaged in the transport of persons or objects in relation to the above-
100 012	mentioned events.

When a driver's license is suspended due to more than one offence and one of these offences occurred before the start date of this Insurance Policy, the agreed daily allowance shall be reduced proportionally. If the Insured Person has had his or her license suspended in the two years preceding the start of the Insurance Policy, the daily allowance shall be reduced by 50% with respect to the amount indicated in Article 14.1.1.

Daily driving license suspension allowances cannot be claimed cumulatively if two or more driving licenses belonging to the same insured are suspended at the same time.

14.2 Daily allowance for driving license suspension - extension

The daily subsistence allowance referred to Article 13.1 shall also be paid in the event of suspension of the driving license due to one or more infringements of the following rules of conduct under the New Highway Code.

Article 6 para 12	Provision for driving outside central residential areas
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Article 10	With regard to paragraph 24 - exceptional vehicles and transport in exceptional conditions
Article 62	Weight limits
Article 164 para 9	Cargo storage
Article 168 para 9	Transport of hazardous materials and unintentional non-compliance with the instructions given
Article 174	Total continuous driving time of motor vehicles used for the transport persons or goods
Article 179	Tachographs, only in case of unintentional malfunctioning

14.3 Conditions applicable to the daily allowances referred to in paragraphs 14.1 and 14.2

In accordance with the provisions of ISVAP Regulation No. 29 of 16 March 2009, the Parties agree that the payment of the daily allowances referred to in paragraphs 13.1 and 13.2 is subject to the following conditions:

- A) The daily allowance is paid only to the user (entrepreneur/employer) for whom the person who committed the New Highway Code offence, holds the driving license in question and against whom the suspension order was issued, or who was identified at the time of offence as the driver of an insured vehicle, works as an employer.
- B) The driving of vehicles by the person who has committed offence against the New Highway Code, who is the holder of the driving license in question and against whom the suspension order has been issued, or who was identified at the time of the offence as the driver of an insured vehicle, is strictly for the purpose of the hiring of the driver by the user (entrepreneur or employer) entitled to daily allowance.

The Policyholder and/or User are obliged to promptly notify the Insurer if there are any changes in the insured risks that affect the conditions set out in paragraphs A) and B) above.

15. Recovery of points and new driving test

In the event that penalty points are deducted from the Insured Person's driving license as a result of a violation of the articles of the Highway Code committed after the Effective Date, the Insurance covers:

- reimbursement of expenses incurred, up to a maximum of € 500.00, as a contribution to the costs of attending a refresher course organized by a driving school or any other authorised center, for the recovery of lost points;
- the reimbursement of expenses incurred, up to a maximum of €1,000.00 if, following the total loss of points, it becomes necessary to take a **new driving test** to recover the driving license, provided that the Insured Person in question has previously participated in a refresher course to recover the lost points.













The reimbursement amounts referred to in this clause may not be claimed cumulatively if penalty points are validated on more than one driving license belonging to the same insured.

16. Territorial scope of coverage

The insurance cover applies to claims that arise and are handled in all states of the European Union or the European Economic Area, i.e. in the countries of the Mediterranean basin, excluding any breach that occurs in the territories of states not listed on the green card.

Excluded are all disputes concerning the violation of law or rights in countries or areas where wars or revolutions are in progress.

17. Insured persons

The DAILY DRIVING LICENSE SUSPENSION INDEMNITY guarantee covers User of the Policyholder's vehicle entered in the Register.

The POINTS RECOVERY AND DRIVING EXAMINATION REPETITION guarantee covers the natural person authorised to drive the Contracting Party's vehicles indicated in the Logbook.

18. Exclusions

Cover is excluded if the driving license suspension results:

- a directive issued by the employer;
- the employer's failure to comply with the provisions of Italian labour law.

19. Reporting and handling of claims

The Policyholder and/or Driver and/or User shall promptly report the claim by e-mail:

tutelalegale.euroinsurance@acclaims.it

In particular, they must immediately report to the Insurer any measure to withdraw, suspend or revoke a driving license, sending a copy of the measure or indicating its provisions. When making this report, the user must also confirm that person whose license has been withdrawn or suspended drives vehicles exclusively during his or her work for the user.

The Insured must, at the request of the Insurer, exercise the right to appeal this order within the prescribed time limit, on pain of partial or total loss of the right to compensation, pursuant to Articles 1914 and 1915 of the Civil Code.

Payment of the daily indemnity indicated in the policy is made in the form of a single lump sum, the Insurer has received documentary confirmation of the return or re-issue of the driving license and is thus able to determine the actual period for which the driving license was suspended.

The amounts due pursuant to Articles 13 and 14 shall be paid upon receipt by the Insurer of the originals of the relevant invoices/receipts.

Whenever an accident is reported by the insured, the insurer is authorised to request information from other insurance companies about the existence of other policies covering the risks in question.

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20. Prescription

The right to damages shall be prescribed in 2 (two) years. If the event is considered a criminal offence under the law, it shall be time-barred in accordance with the applicable criminal provisions.

21. Insurance Conditions and Other Insurances

The Contracting Party must notify the Insurer of the existence and/or subsequent stipulation, with the Insurer or other insurers, of other policies covering the same risk, while the Insured Party may make such notification upon presentation of the claim, in accordance with the provisions of article 1910 of the Civil Code.

22. Protection of personal data

Any Personal Data that you may provide to Euro Insurances DAC or its agents will be processed in accordance with the provisions of the Personal Data legislation. You can find further information in the Ayvens Insurance Personal Data Processing Policy available at the following address:

https://ayvensinsurance.com/en-ix/privacy-statement/.

Euro Insurances DAC may use, process and store your Personal Data for the following purposes:

-assessing which insurance product is suitable for your needs, risk assessment, premium payment, preparation policy quotes, premium collection, policy administration policy renewal, damage assessment, claims handling, claims settlement, initiation of or resistance to legal proceedings, debt recovery, fraud prevention, detection and investigation, and generally carrying out any activity necessary to execute your insurance contract and fulfil legal obligations.

Personal Data will be processed primarily by Ayvens Insurance, but may be provided to other companies and entities with which Ayvens Insurance may cooperate, such as reinsurers, agents and public authorities where required by law.

For more information about the third parties with whom Ayvens Insurance may share Data, please see our Personal Data Processing Policy at https://ayvensinsurance.com/en-ix/privacy-statement/.

Ayvens Insurance is the data controller under the terms of the data legislation. Ayvens Insurance will retain your Data for as long as is strictly necessary, however, not exceeding the time limits permitted by law. For further information on the retention of Personal Data please see our policy at https://ayvensinsurance.com/en-ix/privacystatement/.

23. Communications

Communications may be sent to:

ALD AUTOMOTIVE ITALY

Viale Luca Gaurico, 187 - 00143 Roma PEC: <u>aldautomotiveitalia@arubapec.it</u>

Published May 2025









