

EXTRACT FROM THE GENERAL CONDITIONS OF INSURANCE

Legal Protection

ALD Automotive Italia Srl has entered into an insurance policy (hereinafter the Insurance Contract or Policy) with the insurance company Euro Insurances DAC that provides coverage for the 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.

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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ALD Automotive Italia S.r.l. a socio unico

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Definitions

Definitions and Terms of Insurance are set out below.

- **Administrative sanction:** a measure adopted by the Administrative Authority or the Judicial Authority to deal with an administrative offence, which may consist of the payment of a sum of money or the suspension or forfeiture licenses or concessions or 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;
- **Accident 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 guarantee information. 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 actual trial) is relevant;
- **Contravention:** an offence (see Definition of offence) in which the psychological element is not taken into account, i.e. the voluntary conduct of the 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.
- **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 heading of this 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 taken into account. More simply, the event is not the moment at which the dispute or proceeding begins, but the moment at which the breach 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 breach of a rule of conduct laid down in the Road Traffic Act was 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

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are thus divided, depending on the psychological element, into voluntary, involuntary and culpable, while in contraventions the psychological element is irrelevant;

- **User:** the person who hires the Contracting Party's vehicles in the context of "hire without driver".

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 limits and 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.

2. Insured Expenses

The Insurer shall cover, within the limit of **€ 15,000.00** per claim (for an unlimited number of claims per year), and in accordance with the conditions stipulated in 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;
- 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 authorises a settlement
- expenses for the registration of legal acts up to an amount not exceeding EUR 300.00;
- The costs 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 in which the insurance is in force, the Insurer undertakes to pay:
 - the services of an interpreter;
 - translation of transcripts and documents of the proceedings;

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- 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 by this Policy concerns the legal protection of the driver authorized to drive vehicles owned by the Policyholder and 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 favor of the authorized 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 or withdrawal of a driving license taken as a direct and exclusive consequence of a road 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.

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.

4. Legal advisory services

To supplement 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 email 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.

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5. Insured persons

The Insurance Policy shall cover the persons authorized 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 operation 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 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 for competitions organised by the ACI (Italian Automobile Association) or the IMF (Italian Motorcycle Federation).

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7. Territorial scope

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.

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 Person shall promptly notify the Insurer of the claim, sending all relevant documents papers. The Parties agree that the management of the Claim shall be performed as described in the GENERAL CONDITIONS OF LICENSING OF VEHICLES WITHOUT DRIVERS.

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.

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

Upon receipt of the insurance case, the Insurer shall forward the case to the attorney appointed pursuant to Article 9.

For each stage of the litigation and court proceedings:

- The Insured is obliged to inform and update the Insurer on any circumstances relevant to the policy cover. Should the failure of the Insurer to update the of the Insured Person derives an impairment, the latter may partially lose the right to services under 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.

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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 the Insurer on the possibility of a positive outcome, or one that is more favourable to Insurant, of a judgement or appeal to a higher court, the matter may be referred to an arbitrator, at the request one of parties and formulated by registered letter, with agreement of both parties on the designated arbitrator. The arbitrator shall decide according to general principles of equity and the costs of the arbitration shall be borne by the losing party.

If the decision of the arbitrator is unfavourable to the Insured, he may proceed on own account and at his own risk, with the right to be reimbursed by the Insurer for the expenses incurred and not paid by the other party, if the result thus reached is more favourable than the result previously proposed or reached by the Insurer, either in fact or by law.

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 shall notify the Insurer of the existence and/or subsequent conclusion, with the Insurer or other insurers, of other policies covering the same risk while the Insured Person may make such notification at the time the claim is made, pursuant to Article 1910 of the Civil Code.



14. 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/>.

15. Communications

Communications may be sent to:

ALD AUTOMOTIVE ITALY

Viale Luca Gaurico, 187 - 00143 Roma

PEC: aldautomotiveitalia@arubapec.it

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