

## EXTRACT FROM THE GENERAL CONDITIONS OF INSURANCE

### Personal Indemnity

ALD Automotive Italia Srl has entered into an insurance policy (hereinafter the Insurance Contract) with the insurance company Euro Insurances DAC to cover accidents suffered by the driver of the vehicles included in its fleet.

The company providing the insurance cover under the Insurance Contract is Euro Insurances DAC (hereinafter also the "Insurance Company"), having its registered office at Block C, Ground Floor, Central Park, Leopardstown, Dublin 18, Ireland.

The company operates in Italy under the freedom to provide services.

This contract concerns insurance for personal injuries occurring during the long-term leasing of vehicles through ALD Automotive Italia S.r.l.

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COD. FISC. 07978810583 - P. IVA IT 01924961004 - CAP. SOC. € 140.400.000 - R.E.A. Roma N. 636604 - Reg. Impr. Roma

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## Definitions

Definitions and Terms of Insurance are set out below.

- **Damage:** injuries resulting from a traffic accident for which insurance provided;
- **Indemnity:** sum due to the Insured or his heirs, following the occurrence of a loss or damage;
- **Consolidation:** the date from which the physiological and psychological state of the Insured after occurrence of a Traffic Accident stabilises and not susceptible to substantial changes;
- **Death:** irreversible cessation of all brain functions;
- **Deductible:** the portion of the loss that is excluded from the Indemnity and remains the responsibility of the Insured, expressed as a percentage of permanent disability (for permanent disability coverage) or as a fixed amount (medical expenses coverage);
- **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 he/she holds a regular driving license for driving the rented vehicle;
- **Employee:** All natural persons, in compliance with the regulations in force concerning labour or service relations, the Insured makes use of in the exercise his/her activity.
- **Heirs:** legal heirs of the Insured as identified by the Civil Code, entitled to receive payment of the Indemnity;
- **Highway Code:** Legislative Decree No 295 of 30 April 1992, as amended;
- **Insurer:** The Insurance Company, as indicated in the header of this Insurance Policy;
- **Insured:** the natural person authorised to drive in accordance with the law, who holds a driving license and aged between 18 and 80 years and who drives an insured vehicle covered by this Insurance Policy at the time of the claim;
- **Insured Vehicles:** vehicles to which this Insurance Policy relates, as specified in Article 3 of this Insurance Policy;
- **Insurance:** the cover provided by the Insurance Policy;
- **Insurance Period:** the period between the Effective Date of this Insurance Policy and the Expiry Date as set forth in Article 19;
- **Law:** all Italian laws and regulations applicable to this Insurance Policy, including the Private Insurance Code (adopted by Legislative Decree no. 209 of 7 September 2005, as amended) and its implementing rules and regulations, as well as the Civil Code.

## Terms and Conditions

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## 1. Object of the policy

The object of this Insurance Policy is to define terms and conditions under which the Insurance Company shall, in accordance with the Law and with the conditions defined herein, cover accidents suffered by Insured Drivers, during the performance of their professional and non-professional activities, and resulting from Traffic Accidents involving an insured Vehicle (as mentioned Art. 2 below).

Accidents occurring during the performance by the driver of the operations necessary to resume driving after the insured vehicle has forced stop are included in this insurance policy.

This Insurance Policy provides for different Levels of Cover, as indicated in the Letter of Offer.

## 2. Insured vehicles

This Insurance Policy covers the following vehicles: passenger cars, vans up to 6.0 tonnes and motorbikes, owned by the Policyholder, registered use on a lease without a driver and entrusted to a third party under a rental agreement, as provided for in each rental agreement.

The Insurance shall also cover replacement vehicles, having the characteristics set forth in this article 2, provided by the Policyholder to third parties under existing rental contracts, even if owned by a third party company.

The Contractor shall provide the User and/or the Insured with the pre-contractual and contractual documentation required by the applicable regulations, which shall also contain the level of Cover and exclusions of the Insurance Policy.

## 3. Insurable Persons

Cover under this Insurance Policy is provided for all natural persons, at the date of the claim, are between 18 and 80 years of age and legally drive an Insured Vehicle as a driver, possessing all authorisations and licenses required by the applicable laws.

Coverage under this policy does not apply to drug addicts and/or persons affected by or suffering from apoplexy, epilepsy, paralysis, insanity, delirium tremens, alcoholism, and other serious and permanent infirmities.

The existence of physical defects or disability and/or reduced capacity of the insured will be taken into account when determining the policy benefits.

## 4. Territorial Area

The insurance cover applies to claims that arise and are handled in all states of 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 allowance will be paid in Italy and in the local currency.

## 5. Cover in the event of permanent disability

Following the occurrence of a Circulation Accident covered by this Insurance Policy, the Insured Person is covered if he/she suffers Permanent Disablement as result of said accident, provided that said Permanent Disablement occurs within two years of the day on which the Accident occurs.

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The resulting indemnity is determined, based on the Level of Cover and the Product Code, by multiplying the sum insured for Permanent Invalidity by a percentage corresponding to the difference between the percentage of Permanent Invalidity after Consolidation and the applicable Deductible percentage.

The evaluation of the percentage of Permanent Disability will be carried out with reference to the table annexed to the Presidential Decree no. 1124 of 30 June 1965, as amended and supplemented, it being understood that the percentages indicated in the above table are to be applied to the sum insured for Permanent Invalidity as specified in the letter of offer.

If the percentage of Permanent Disability after Consolidation is equal to or greater than 66%, the Indemnity shall be equal to the total sum insured for Permanent Disability, specified in the above tables, less the applicable Deductible percentage, based on the applicable Deductible brackets indicated in the Letter of Offer.

If the percentage of permanent disability after consolidation is less than the percentage of the applicable deductible, the Insurer will not pay any compensation.

The Indemnity payable by the Insurer in the event of Permanent Disablement under this Insurance Policy shall be paid to the Insured.

## 6. Coverage in the event of death

If the Circulation Accident, as described in this Insurance Policy, has resulted in the Death of the Insured Person, and the Death occurs within two years from the day on which the Accident occurs, the Insurer shall pay the total sum insured for case of Death, according to the Level of Cover and the Product Code, as specified in the Letter of Offer.

In addition to the foregoing, it is recognised that a declared state of "irreversible coma" resulting from a traffic accident will be considered as a case of death for purposes of compensation.

The Indemnity shall be paid to the Heirs of the Insured, as identified by the Civil Code, without application of any deductible.

## 7. Medical Expenses

If the Insured, as result of a Circulation Accident covered by this Insurance Policy, suffers Permanent Disablement, the Insurer shall also reimburse the Insured for the cost of medical expenses incurred as a result of the said Accident, up to the maximum amount insured for medical expenses according to the limits set out in the letter of offer.

If the Insured Person does not receive payment for permanent total disability, the cost of medical expenses will not be reimbursed.

Medical expenses include the following costs:

- hospital or clinic expenses;
- doctor's or surgeon's fees;
- diagnostic tests and laboratory examinations;
- costs incurred for transport by ambulance and/or special emergency vehicles to the treatment facility or outpatient clinic;

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- physiotherapy in general, pharmaceutical expenses and home care provided by authorised specialists, if prescribed by the Insured Person's attending physician;
- expenses for a first prosthesis, excluding dentures;
- expenses incurred for plastic surgery procedures are expressly excluded, unless necessary to eliminate or reduce degree of permanent disability.

## 8. Criteria for eligibility of compensation

The Company is obliged to pay the Indemnity only for the direct consequences of the Circulation Accident, which are independent of pre-existing or supervening physical or pathological conditions.

The influence that the Circulation Accident may have had on such conditions, as well as the negative impact that such conditions may have on the outcome of the damage caused by the Circulation Accident, are indirect consequences and therefore not eligible for indemnification.

Similarly, in the case of pre-existing mutilations or physical defects Permanent Disability Compensation shall be paid only for the direct consequences caused by the Circulation Accident, as if it had been suffered by a physically healthy person, without taking into account the greater negative impact of the pre-existing conditions.

## 9. Exclusions

The Insurance under this Policy does not cover:

- accidents occurring during voluntary enlistment, call to arms for mobilisation or for exceptional reasons;
- accidents occurring when the driver is not authorised to drive in with the applicable legal provisions. As an exception, this exclusion will not apply if the driver renews his or her driving license within three months of the expiry date of the document;
- incidents due to events directly related to a state of declared or undeclared war;
- incidents of riots, volcanic eruptions, earthquakes, floods;
- accidents occurring while driving and operating aircraft and driving underwater vehicles;
- accidents occurring as a result of fraud, wilful misconduct or criminal action on the part of the Insured or Insured Person;
- accidents occurring under the influence of voluntarily taken drugs, psychotropic drugs and hallucinogens;
- accidents due to a state of intoxication while driving land or water vehicles in general;
- accidents occurring as a direct or indirect consequence of the transformation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles;
- accidents occurring during participation in competitions or sporting events;
- accidents that are the direct or indirect consequence of chemical or biological contamination resulting terrorist acts or war;
- accidents under the influence of alcohol.

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## Limitations relating to hernias

With regard to traumatic abdominal hernias, it is recognised that:

- if a hernia, including bilateral hernias, is inoperable in the opinion of a doctor, Permanent Disability Compensation shall be paid in an amount not exceeding 10% of the sum insured for Permanent Disability depending on the Level of Cover and Product Code, as specified in art. 5 above;
- if a hernia is operable, no indemnity shall be paid by the Insurer;
- in the event of a dispute regarding the nature or operability of the hernia, the decision shall be submitted to the Medical Committee, as stipulated in Article 17 of this Insurance Policy.

## 10. Limit to compensability per claim

It is expressly agreed that under no circumstances shall the Insurer be obliged to pay, in respect of a single Claim, a total Indemnity exceeding €2,000,000.00, regardless of the number of Insured Persons involved in the Claim.

If the total indemnity exceeds this amount, the company shall reduce it proportionally. the reduction resulting from the aforementioned limit shall be made proportionally on the insured amount for each person.

## 11. Claims Reporting and Related Obligations

The report of the claim, indicating the place, date and time of the Circulation Accident and the causes that caused it, accompanied by a medical certificate, must be presented in writing to the Insurer within 15 working days of the occurrence of the Accident or from the time when the Contracting Party, the Insured Party or their successors or heirs are able to present the report.

After the occurrence of a claim, the Insured Person must obtain medical treatment from a doctor and follow the prescriptions of said doctor. Subsequently, the Insured must send medical certificates on the progress of the injuries suffered at intervals of no more than 30 days and until complete recovery.

If the injury sustained as a result of a traffic accident resulted in the insured's death, or if the insured's death occurs during the aforementioned period of medical treatment, the insurer shall be informed immediately by the contracting party.

The Insured Person is liable for the costs of treatment and medical certificates, unless they are expressly included in the Insurance.

## 12. Agreements

After having received the necessary documentation, as well as after having completed the appropriate investigations, the Insurer shall settle the Indemnity deemed due, inform the parties concerned and, after having received notification of their acceptance, proceed with payment. The Indemnity shall be paid in Italy, Italian currency.

The decision of the College of Physicians, provided for in Art. 17 below, shall be binding on the Parties, even if one of the Physicians refuses to sign the relevant report.

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### **13. Waiver of right of recourse**

The Insurer waives its right of recourse against third parties responsible for the Traffic Accident to which it is entitled Article 1916 of the Civil Code in favour of Insured.

### **14. Other insurances**

Notwithstanding article 1910 of the Civil Code, the Policyholder is not obliged to notify the Insurer of other insurance policies taken out to cover the same risks as those covered by this Insurance, if any.

### **15. Cumulative compensation**

If after an Indemnity for Permanent Disablement has been paid, within two years from the date of the claim, and as a result of the claim, the Insurer shall pay to the Heirs the difference between the Indemnity paid and the Indemnity for Death, whichever is greater, also paying any deductible applied, and shall not claim a refund otherwise.

The right to Permanent Disability Indemnity is personal in nature and therefore cannot be transferred to the Heirs. However, if the Insured Person dies from a cause unrelated to the claim after an Indemnity has been paid, or after the Indemnity has been settled or offered in a specified amount, the Insurer shall pay the Heirs the settled or offered amount.

### **16. Replacement car**

In the case of pre-assignment or, in the event of vehicle breakdown, the Policyholder is obliged to provide a replacement vehicle, which may also be a vehicle owned by a third party, the cover provided under the present policy shall be automatically extended to the driver of the replacement vehicle. In the event of a claim, the Policyholder agrees to provide the Company with all necessary documentation proving the link between the insured party and the replacement vehicle.

### **17. Medical expertise**

In the event of disagreement over the nature and consequences of the injuries or the degree of Permanent Invalidity, the Parties agree to involve an arbitration panel composed of three Physicians, by mutual agreement, to decide in accordance with and within the limits of the conditions set forth in this Insurance Policy.

The decisions of the board of arbitration are taken majority vote, with the waiver of any legal formalities. The proposal to convene the board of doctors must be received, in writing, from the Insured or his assignees, within 30 days of the date of communication of the Insurer's decision, and must contain an indication of the name of the designated doctor.

The Insurer shall notify the Insured, within the next 30 days, of the name of the doctor it appoints.

The third doctor shall be chosen by the Parties from a list of three doctors proposed by the two doctors already designated. In the event disagreement, the third physician shall be designated by the Secretary of the competent Medical Association at the place where the College of Physicians meets.

Once the third Medical Doctor has been appointed, the Insurer shall convene the Board of Arbitrators and invite the Insurant or the Insurant's assignees to appear. At the Insurant's discretion, the Board of Physicians shall be based in the municipality in which the forensic medical institute closest to the

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Insurant's place of residence is located, or at the Insurant's Italian branch office. Each Party shall provide at its own expense for the payment of the Doctor it has designated, in addition to contributing half of the expenses and fees of the third Doctor.

The Board of Physicians shall have the power, if it deems it appropriate, to defer the final determination of Permanent Disability until a time to be determined by the Board, within two years, in which case the Board may in the meantime approve a provisional payout against the Indemnity to be awarded in the final settlement of the accident.

## 18. Prescription

The right to damages is time-barred in two (2) years.

## 19. 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/>.

## 20. Communications

Communications may be sent to:

### **ALD AUTOMOTIVE ITALY**

Viale Luca Gaurico, 187 - 00143 Roma

PEC: [aldautomotiveitalia@arubapec.it](mailto:aldautomotiveitalia@arubapec.it)

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