



- **General Terms and Conditions 2012**

Address information

Please send any changes or changes in vehicle registration numbers as soon as possible to our Customer Services via 'Mijn ANWB voor Bedrijven', by e-mail, fax or letter.

Telephone: 088 269 73 73
Fax: 088 269 78 42
E-mail: anwbvoorbedrijven@anwb.nl
Website: www.anwb.nl/zakelijk
Address: PO Box 93200, Postal Zone H5M, 2509 BA Den Haag

Special telephone assistance numbers only for members of ANWB voor Bedrijven

ANWB Road Services: 0900 900 08 88 (€0.05 a minute)
ANWB Emergency Centre: +31 88 314 14 64

Wegenwacht voor Bedrijven [Road Services for Companies]

The sort of assistance that can be given is determined by the assistance modules registered with the administration of the ANWB voor Bedrijven.

Registration of the correct vehicle registration number is essential to the process of roadside assistance!

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Terms and Conditions

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● Roadside assistance in the Netherlands and abroad

● For roadside assistance in the Netherlands

- Via the emergency telephone.
- By phone: 0900-900 08 88 (€0.05 a minute).
- Report your breakdown. State your membership number, the name of your company and your vehicle's registration number and provide all of the requested information. If the breakdown involves a lorry or a trailer, report this separately.
- Roadside assistance is provided 24 hours a day, also on Texel (On Ameland and Terschelling only on Monday to Saturday from 08:00 to 18:00; there is no roadside assistance on the other Wadden islands.)

● For roadside assistance abroad

In case of a breakdown, a car accident and for other assistance abroad, phone the ANWB Emergency Centre: +31 88 269 14 64.

● General Terms and Conditions of ANWB voor Bedrijven [ANWB for Companies]

● 1.1 General

The General Terms and Conditions of ANWB voor Bedrijven apply to the membership ANWB voor Bedrijven and to all related modules of Wegenwacht voor Bedrijven [Roadside Assistance for Companies].

● 1.2 Membership

- 1.2.1 Membership in ANWB voor Bedrijven can be entered into by any company established in the Netherlands, non-profit organization and freelancer with the exception of companies established in municipalities as described in article 3.2.1. Proof of registration at the Chamber of Commerce may be required.
- 1.2.2 Only 1 company membership can be purchased per registration number with the Chamber of Commerce.
- 1.2.3 Company membership provides access to all ANWB products and services. Some are exclusive to members, such as the Kampioen, the INzake and the Voordeel voor Bedrijven programme. Additionally you are entitled to legal counsel by telephone in case of problems regarding holidays, recreation and mobility at home or abroad. On other products you receive membership discounts, such as on many of the products in the ANWB shops.
- 1.2.4 Membership in ANWB voor Bedrijven can be entered into with or without modules. The terms and conditions for the modules are described separately in the chapters dealing with the modules (chapters 2 to 7).
- 1.2.5 According to the statutes of the Royal Dutch Touring Club ANWB, a company member is an extraordinary member. An extraordinary member is not a member in the sense set forth in the Netherlands Civil Code. A company member is therefore not entitled to vote on matters concerning the Royal Dutch Touring Club ANWB.

● 1.3 Registration

- 1.3.1 Registration of membership, vehicle registration numbers and modules must be done by letter, fax, e-mail or internet. If the ANWB's Customer Services receives the registration before 12:00 (noon), registration will begin on that same day. Registrations received later than 12:00, on the weekend or on a holiday will begin on the next working day.
- 1.3.2 Membership in ANWB voor Bedrijven is valid as of 06:00 on the working day following completed/full/correct registration with ANWB voor Bedrijven.
- 1.3.3 The rights arising from the modules will become effective as of 22:00 on the second day after which the vehicle registration number and the related module or modules have been registered with the administration of ANWB voor Bedrijven.
- 1.3.4 Membership in ANWB voor Bedrijven and the related modules are valid until one year after the commencing date as stated in 1.3.2. and 1.3.3 unless the company member terminates membership in writing, see 1.4.
- 1.3.5 After having registered, the company member will receive one membership card.

● 1.4 Termination of ANWB voor Bedrijven and modules

- 1.4.1 Membership in ANWB voor Bedrijven can be terminated subject to 4 weeks' notice. If you wish to immediately terminate membership, you will receive restitution only for the basic contribution and for the premiums for assistance modules if no assistance has been given to the company member's fleet of vehicles in the current contract year. You can also choose to have the membership continue to the end of the contract year. The company member must terminate membership in writing. The letter must be sent by post; if it is sent by fax, a copy of the fax must be saved.
- 1.4.2 The ANWB/insurer is entitled to terminate a company member's membership/module with immediate effect if:
 - a. after three months of having been asked to make payment, the company member/insured party remains in default with regard to paying the contribution or other amounts owed by the company member to the ANWB;
 - b. the premium has not been paid within 28 days after the date of invoice;
 - c. the company member has given an incomplete/incorrect report about the cause, nature or extent of the damage or the incident;

- d. the ANWB/insurer cannot reasonably be asked to continue the membership and/or modules because of misconduct or other reasons;
- e. the risk of breakdown (the number of times Road Services has provided assistance) for the module Wegenwacht Service Binnenland is demonstrably higher than 25% in one contract year or a part of one contract year. A counting of the number of breakdowns can take place at any given moment in a contract year and will cover that part of the contract year that has elapsed. Termination will be effective after written notice has been given. In that case, membership/the modules will be suspended for the remaining months of the contract year or the ANWB can offer the company member an alternative: after roadside services has been provided for the maximum number of incidents, new roadside service can be paid for each individual breakdown.

1.4.3 Modules/rights coupled to a certain registration number can be terminated as a group daily. One exception is the group modules/rights that are transferred from a registered vehicle registration number to another vehicle registration number. If proof of indemnity can be submitted, all modules coupled to the vehicle registration number can be immediately terminated 4 weeks after the proof of indemnity has been submitted. Restitution will be made per week. The premium to be restituted will be calculated on the basis of the remaining days of the contract year. As soon as assistance has been given to the vehicle registration number in question, no more restitution will be made.

● 1.5 When can membership in ANWB voor Bedrijven be expanded with modules?

1.5.1 A module can be entered into for the vehicle that is owned or leased by the company member when the vehicle is used primarily for business purposes.

1.5.2 A module can also be entered into for:

- a. vehicles owned by the employees of the company member if these vehicles are used mainly for business purposes.
- b. vehicle registered in the name of the partner of the company member. What is understood under partner here are husband, wife, registered partner, lasting relationship (not family) listed at the Municipal Registry Office at the same address as the main member. Therefore partner does not include family members registered at the same address, for instance brother, sister, mother, daughter, son of the main member.

c. personal vehicles registered in the name of the owner.

1.5.3 The modules will be registered on the basis of a vehicle registration number. Only those modules coupled to vehicle registration numbers as registered with the ANWB's Customer Services are valid.

● 1.6 Reporting new vehicle registration numbers, new modules and changes

1.6.1 New vehicle registration numbers and modules must be reported to the ANWB's Customer Services by the company member by letter, fax, e-mail or via the online channel 'Mijn ANWB voor Bedrijven'. Changes to existing registrations must also be reported to this department. It will rightfully be assumed that all registrations and terminations relating to a company member have been done in the name of that company member.

1.6.2 The company member will receive written confirmation from the ANWB of each registration and change. The company member is obliged to check this confirmation for accuracy and completeness. If after one week of having sent the confirmation the ANWB has not received a reaction from the company member, the ANWB will assume that the registration is accurate and complete. The registration will thereby be binding for both parties.

1.6.3 It is possible to add a vehicle registration number while on the road. Additions while on the road will be charged as determined in article 3.1.4.II.e.

1.6.4 During the contract year, it is possible to register new modules for a vehicle registration number that has already been registered with ANWB voor Bedrijven.

1.6.5 Modules/rights coupled to a certain registration number can be terminated as a group daily. One exception is the group modules/rights that are transferred from a registered vehicle registration number to another vehicle registration number. If proof of indemnity can be submitted, all modules coupled to the vehicle registration number can be immediately terminated 4 weeks after the proof of indemnity has been submitted. Restitution will be made per week. The premium to be restituted will be calculated on the basis of the remaining days of the contract year. As soon as assistance has been given to the vehicle registration number in question, no more restitution will be made.

● 1.7 Contribution, registration fee and premium for membership in ANWB voor Bedrijven and the modules

- 1.7.1 The contribution for membership will be collected by the ANWB. The ANWB will also collect the premium or premiums for the module or modules in question on behalf of the insurers involved.
- 1.7.2 The premium and contribution for membership and/or the modules is for twelve months starting on the date of registration. Exceptions to this are the modules that do not have the same commencing date as the start or prolongation date of the membership. A special pro rata arrangement has been created for this. If during the contract year you register new vehicle registration modules or add modules to existing vehicle registration numbers, this arrangement will make you eligible for a discount on the annual premium, consideration being given to the remaining days of the contract year.
- 1.7.3 If the invoice is not paid within the fixed period of payment, the ANWB retains the right, whether or not on behalf of the insurer, to send first a reminder and then a demand for payment. The rights arising from membership and the related module or modules will be suspended when the demand for payment is drawn up. At that moment, no new vehicle registration numbers can be registered for modules nor can any changes be made in existing registrations. The rights arising from membership and the related modules can be claimed only when the invoice and the statutory interest as well as the collection costs have been paid in full and this payment has been registered by the ANWB. The rights will be reactivated on the day after this registration. As of this day, new registrations of vehicle registration numbers and modules may take place and changes may be made. However, new registrations and changes cannot be made with retroactive effect.

● 1.8 Other costs owed by the member of ANWB voor Bedrijven

- 1.8.1 The company member is liable for all of the claims of the ANWB and/or the insurer if the ANWB or the insurer has given credit to or on behalf of the company member or has provided services or deliveries for which money is owed. In that case, the ANWB will send an invoice to the company member, which must be paid within 28 days after the date of invoice.
- 1.8.2 If the ANWB and/or the insurer have incurred costs that do not fall under the terms

and conditions of membership and/or the modules entered into, the company member must reimburse the ANWB and/or the insurer for these costs. In that case, the ANWB will send an invoice to the company member, which must be paid within 28 days after the date of invoice.

- 1.8.3 If the invoice has not been paid on time, the rights arising from membership and the modules will be suspended in accordance with the stipulation set forth in section 1.7.3 until the invoice has been paid in full and this payment has been registered by the ANWB.

● 1.9 Terms and conditions of payment

- 1.9.1 All invoices must be paid within 28 days after the date of invoice.
- 1.9.2 If an invoice has not been paid within this period, then, as of the 29th day after the date of invoice, the company member will owe statutory interest on the amount owed as well any collection costs made.
- 1.9.3 The company member is not authorised to set off a claim against the ANWB or the insurer against the amount owed to the ANWB or the insurer.

● 1.10 Terms and conditions of adjustments, contribution and premiums

- 1.10.1 The ANWB is authorised to adjust the terms and conditions of membership and the amount of contribution annually as of 1 January. The insurer in question is authorised to adjust the terms and conditions of the modules and the amounts of the premium annually as of 1 January.
- 1.10.2 The amount of the contribution for membership in ANWB voor Bedrijven, the registration fee and the premiums for the modules are listed on the internet site of the ANWB voor Bedrijven: anwb.nl/zakelijk.
- 1.10.3 Company members will be informed of changes in the terms and conditions and/or adjustments to the contribution, the premiums and the registration fee via a letter and the magazine INzake .

● 1.11 Reimbursement to a member of ANWB voor Bedrijven

- 1.11.1 The costs that the company member has paid and that, on the grounds of membership and/or the modules entered into, qualify for reimbursement must be submitted in writing to the ANWB together with the membership number, the vehicle registration number, the date and location of the breakdown and other relevant information. The original bills must be submitted as well.
- 1.11.2 If a company member incurs expenses without permission from the ANWB, these expenses will not be reimbursed.
- 1.11.3 Statements of expenses can be sent to:
ANWB voor Bedrijven
Postal Zone H5M
PO Box 93200
2509 BA Den Haag

● 1.12 Company take-over/merger/cessation

- 1.12.1 The company member is obliged to immediately inform the ANWB in writing of a decision or an intention to merge, to be involved in a company take-over or to cease operations.
- 1.12.2 The company member's obligations to make payment remain fully intact in the case of a merger, company take-over or cessation of operation.

● 1.13 Double insurance

The rights arising from membership and the modules apply only if these rights cannot be claimed by virtue of any other insurance or any other (legal) arrangement or provision.

● 1.14 Disputes

All disputes arising from or connected to company membership and/or the related modules will be submitted to the competent court in The Hague.

● General Terms and Conditions of Wegenwacht voor Bedrijven [Road Services for Companies]

● 2.1 Definitions

The ANWB

ANWB B.V. in The Hague, provider of roadside assistance

ANWB voor Bedrijven

The membership for companies as members of the Royal Dutch Touring Club ANWB.

Trailer

A trailer, a folding caravan, luggage trailer or boat trailer (including the sailing vessel being towed) that is being towed by the vehicle during the trip. The trailer must be registered in the Netherlands and must have the vehicle registration number to the extent that this is legally required.

Company member/Insured party

The company that has a membership in ANWB voor Bedrijven and any other modules for Road Services that have been entered into.

Day

A 24-hour period. The period begins at 00:00 (midnight).

Incident

An incident directly connected to the use of the vehicle and any trailer during a trip within the area covered and that was not foreseen when the trip began and that necessitates assistance with regard to damage or help as is described in the general terms and conditions and for which, according to the terms and conditions, the insured party is entitled to have cover.

Passengers

The authorised driver and all passengers up to the legally allowed maximum number of persons.

Contract year

A contract year commences on the start and prolongation date. It consists of 365 days, 366 days in a leap year.

Modules

The modules taken from the package Wegenwacht voor Bedrijven that can be entered into in addition to membership in ANWB voor Bedrijven.

Maintenance

The maintenance advised by the manufacturer or importer.

Accident

An accident is considered to mean a sudden, involuntary occurrence of violence that comes from outside of the individual and that has an immediate physical effect. An accident is also considered to be sunstroke, freezing, drowning, starvation, dehydration or exhaustion resulting from the fact that the individual has been isolated for a long time.

Breakdown or incident of breakdown

A mechanical problem or a mechanical defect in the vehicle that has not resulted from an accident, fire or another external calamity.

Entitled party

The company member as registered with the division of Customer Services at the ANWB.

Travelling companions

All passengers in the vehicle at the moment of the incident except for persons who have paid for their transportation and/or for hitchhikers.

On-the-spot help

Technical emergency help given to a motor vehicle by a Road Services patrolman in the case of a breakdown on the road. On-the spot help is intended to enable the motor vehicle to ride again and can thus be provisional in nature.

Maintenance does not fall into the category of on-the-spot help.

Insurer

The insurer named in the module.

Vehicle

The motor vehicle entitled to assistance whose registration number has been registered in the administration of the Customer Services department of the ANWB voor Bedrijven. Each module contains the information about which vehicles

are entitled to the assistance in question.

Working day

A weekday with the exception of national holidays.

● **2.2 Liability**

The ANWB's liability is always limited to the amount for which the ANWB is insured and for which cover is actually provided. If Road Services makes a mistake when providing (emergency) breakdown repair so that (more) damage to the vehicle occurs and if this mistake can be attributed to Road Services, then the ANWB will pay the cost of the immediate damage to the vehicle. This same holds true if Road Services gives incorrect advice, which results in (more) damage to the vehicle. The ANWB is not liable for indirect costs or indirect damage, including delays, loss of income and damage as a result of not having the vehicle.

● Terms and Conditions of the Module **Wegenwacht Service Binnenland [Road Services in the Netherlands]**

● 3.1 General

- 3.1.1 The Wegenwacht Service Binnenland is an insurance. This insurance is administered by Reis- en Rechtshulp N.V. in The Hague, hereafter referred to as insurer.
- 3.1.2 Wegenwacht Service Binnenland applies to the following vehicles: passenger car, delivery van, lorry, camper, bus and motorcycle, including the coupled trailer and/or sidecar and that may be driven with the driving licence A or B (-E).
- 3.1.3 The right to roadside assistance applies to breakdowns that occur after the module and the vehicle registration number have been registered according to the general terms and conditions of the company membership.
- 3.1.4 There is no right to Wegenwacht Service Binnenland roadside assistance if the vehicle has not been registered with the ANWB's Customer Services department and the module Wegenwacht Service Binnenland has not been entered into for this vehicle registration number. Exceptions to this condition are:
- I. If at the location of the breakdown the driver can convince the Road Services patrolman that the vehicle is a very temporary substitute (a maximum of 5 working days) for the vehicle that has been registered with the ANWB's Customer Services division. If this is the case, the driver is entitled to full assistance.
 - II. Roadside assistance can be given to a vehicle whose vehicle registration number has not been registered with the administration of the ANWB voor Bedrijven for the module Wegenwacht Service Binnenland only after contact has been made with Customer Services and when all of the following prerequisites have been met:
 - a. the company is registered as a company member;
 - b. the company has entered into the module Wegenwacht Service Binnenland for other vehicles;
 - c. at the location of the breakdown the driver can produce a valid vehicle registration number to prove that the vehicle is registered under the name of the company member;
 - d. at the location of the breakdown the driver immediately registers the vehicle registration number on behalf of the company member;
 - e. the driver pays the cost of this first emergency repair (€200 including VAT)

together with the premium for the module Wegenwacht Service Binnenland. This payment must be done on the spot via a single direct debit mandate or a credit card.

A driver who can show a valid vehicle registration number that is in the name of the company member is assumed to be able to legally represent the company member. Both the company member and the driver are jointly and severally liable for payment of the premium owed for registering the vehicle registration number and for payment of the emergency assistance. Any transport costs are fully at the expense of the driver.

- III. If a claim is made on the module Wegenwacht Service voor Bedrijven and if the company:
- a. is not a member of the ANWB voor Bedrijven;
 - b. is a member of the ANWB voor Bedrijven but has not purchased a module Wegenwacht Service Binnenland;
 - c. is a member of the ANWB and has purchased the module Wegenwacht Service Binnenland but the vehicle registration number of the vehicle with breakdown problems is not in the name of the company member:
then emergency assistance can be given only if at the location of the breakdown the driver registers for a personal ANWB membership including Wegenwacht Nederland Service. He must immediately pay the cost of registration and the cost of the emergency repairs in cash. Any transport costs are fully at the expense of the driver.

● 3.2 Where are you entitled to roadside assistance?

The Wegenwacht Service Binnenland entitles the member to assistance in cases of breakdown throughout the Netherlands with the exception of Vlieland and Schiermonnikoog and the special municipalities Bonaire, Saint Eustatius and Saba.

● 3.3 How can you report a breakdown?

Breakdowns can be reported via emergency telephones along the motorway and via the telephone number 0900-900 08 88 (EUR 0.05 a minute). This number is specifically reserved for company members.

● 3.4 At what times are you entitled to roadside assistance?

The module Wegenwacht Service Binnenland entitles the member to roadside assistance 24 hours a day and 7 days a week. On Ameland and Terschelling

roadside assistance is given from Monday to Saturday from 08:00 to 18:00. Roadside assistance is usually given by a Road Services patrolman but the ANWB may contract this out to third parties. The costs of contracting out are at the expense of the ANWB.

● 3.5 When is one entitled to on-the-spot help?

- 3.5.1 Right to on-the-spot help in the case of a breakdown exists if:
 - a. the vehicle is accessible to Road Services;
 - b. the help can be given on the spot and safely at the roadside;
 - c. after one hour after the arrival of the patrolman the vehicle can be driven again after having had on-the-spot help;
 - d. the patrolman can provide help with the equipment that he has with him at that moment.

- 3.5.2 On-the-spot help is free. However, the parts, oil, fuel and other material needed must immediately be paid for on the spot by the driver via credit card or single direct debit mandate.

- 3.5.3 If the traffic situation is dangerous, there is no right to on-the-spot help. The vehicle must first be transported to the nearest safe location.

- 3.5.4 In each contract year, the member is entitled to an unlimited amount of on-the-spot help. However, section 1.4.2 of the general terms and conditions of the ANWB voor Bedrijven applies here.

- 3.5.5 The right to roadside assistance is limited for lorries and consists of simple on-the-spot help, help with the tailboard, changing tyres and help with electrical problems.

- 3.5.6 All further repairs are at the expense of the company member.

● 3.6 When are you entitled to transport help?

- 3.6.1 The right to transport help exists for motor vehicles including any coupled trailers with a maximum (total) weight of 3500 kg including the load, which can be driven with a driving licence in category A or B(-E).

- 3.6.2 Transport help means that the motor vehicle will be transported to the nearest

suitable garage in the Netherlands if the motor vehicle can be repaired there within one hour. If the motor vehicle cannot be repaired there within one hour it will then be transported to a garage in the Netherlands chosen by the company member. An exception is the transport of a rental car: the destination will be decided upon in consultation with the rental company.

- 3.6.3 If the patrolman sees that the motor vehicle cannot be (provisionally) repaired on the spot and if it is irresponsible and/or technically impossible to driver further, there is right to transport help from a transport and salvage company under the following conditions:
- a. Each registered vehicle registration number is entitled to a maximum of two instances of transport help a year;
 - b. the help may be called in only by the patrolman or with prior approval of the patrolman;
 - c. the transport help will be carried out by the ANWB or by a transport and salvage company. This company will be contacted by the patrolman on the instruction of the company member, which then leads to a contract between the company member and the transport and salvage company. The General Terms and Conditions for the Salvage and Transport of stranded vehicles apply to transport help given by a transport and salvage company;
 - d. the vehicle to be transported may be driven only with driving licence A/B and may not weigh more than 3500 kg including the load. If the vehicle weighs more than 3500 kg, transport is possible only if the driver removes the load from the vehicle;
 - e. there is a valid vehicle registration number in the vehicle;
 - f. the ANWB pays the transport costs directly to the transport and salvage company;
 - g. if the vehicle is damaged during transport, the company member must settle this damage directly with the transport and salvage company or with the transport and salvage company's insurer;
 - h. the repair costs after transport are at the expense of the insured party. When the vehicle arrives, the company member must immediately report externally visible damage to the salvage company. Damage that is not externally visible must be reported to the salvage company within three working days.
- 3.6.4 There is no right to transport help if:
- a. the motor vehicle does not function as the result of a fire, another external source of danger or a (one-sided) accident;
 - b. the motor vehicle cannot be driven because the key has been stolen or lost;
 - c. the motor vehicle cannot be driven because it is stuck in, for example, the shoulder or in the snow;
 - d. the transport costs are higher than the (residual) value of the motor vehicle;

e. the motor vehicle cannot be driven because it has a puncture and the spare tyre is missing; motorcycles are entitled to transport help if they have a puncture.

3.6.5 If transport occurs in connection with traffic conditions at the order of the government, for example in case of a breakdown in a tunnel or on a bridge, and the vehicle is transported to the nearest safe place and if the patrolman cannot (provisionally) repair the vehicle there within an hour, the member is entitled to further transport according to the conditions set forth in section 3.6.3.

● 3.7 When are you entitled to transport and accommodation for passengers?

If transport help is given, passengers are entitled to transport and accommodation in consultation with and with the consent of the patrolman on the following conditions:

- a. if possible, the passengers will travel with the salvage company transporting the motor vehicle;
- b. if it is not possible to travel with the salvage company, the passengers may use public transport (train, second class) to travel to one destination in the Netherlands. The costs will be reimbursed by the ANWB after the original tickets have been submitted;
- c. if the patrolman finds that transport is not possible in either of the two manners mentioned above, then, after receiving permission from the patrolman, the cost of a taxi will be reimbursed. The cost of a taxi will be reimbursed by the ANWB after the original bill has been submitted;
- d. if there is no possibility of suitable transport at night, one night in a hotel will be reimbursed on the condition that the patrolman gave his consent beforehand. The hotel costs will be reimbursed by the ANWB after the original bill has been submitted;
- e. there is no right to transport or hotel accommodation for passengers who are hitchhiking or who have paid for the ride.

● 3.8 When are you entitled to replacement driver service?

3.8.1 If the only driver of the vehicle becomes ill or has an accident during the trip and, according to a written statement from a doctor, is unable to drive the vehicle, the patrolman will provide a replacement driver. The replacement driver will drive the vehicle to one address in the Netherlands, which can be chosen by the company

member. The passengers and, if medically justified, the driver can ride with the replacement driver on the condition that there is enough room for all to sit.

3.8.2 The right to a replacement driver does not exist if:

- a. the driver cannot drive the motor vehicle as a result of the use of alcohol and/or drugs;
- b. it could reasonably have been foreseen that the driver could not drive the vehicle as a result of, for example, an operation or the use of medicine;
- c. the police or a judge has forbidden the driver to drive;
- d. in order to drive the motor vehicle, including a coupled trailer, another driving licence or special permission other than a driving licence in the category A or B(-E) is required.

● 3.9 When are you not entitled to Wegenwacht Service Binnenland?

3.9.1 There is no right to Wegenwacht Service Binnenland if:

- a. the breakdown occurred outside of the Netherlands;
- b. the driver did not wait for the patrolman, did not cooperate sufficiently with the patrolman or did not obey reasonable instructions;
- c. an incorrect location of the breakdown was given when the breakdown was reported to Road Services;
- d. giving assistance violates the rules and regulations of the government;
- e. other stipulations in these terms and conditions have not been met;
- f. the vehicle broke down on a racecourse or during practice for or when driving in competitions involving speed, regularity or skill. This does not include simple enjoyable trips, rallies or puzzle trips at a distance of no more than 250 kilometres, these trips being taken in the Netherlands and on the public roads;
- g. the maintenance of the motor vehicle that has broken down is such and/or the vehicle had been so overloaded that the breakdown could reasonably have been foreseen and/or does not meet the legally required maintenance requirements;
- h. no MOT certificate had been issued for the vehicle even though this is legally required;
- i. the vehicle is used to transport goods and/or people in violation of the law
- j. the vehicle has a dealer number plate (a green number plate);
- k. the breakdown was caused intentionally or by gross negligence, inferior/incompetent actions or inferior/incompetent repairs by or on the instruction of the company member;
- l. there are actual indications that improper use is being made of the help;

- m. the vehicle is being driven by a driver without a valid driving licence;
 - n. the vehicle does not meet the legal requirements;
 - o. the driver or passengers of the vehicle that has broken down have used physical, psychological or verbal violence against the patrolman or those commissioned by the ANWB to help, have threatened them or have been otherwise aggressive with the result that the patrolman or the party giving help cannot or can no longer reasonably be expected to help because of the behaviour of the driver or the passenger(s). The situation will be assessed by the ANWB/Road Services patrolman or the party commissioned by the ANWB to provide help.
- 3.9.2 If a second request for roadside assistance is made shortly after the first time assistance was given, this request will be denied if:
- a. the first instance of roadside assistance was stopped at the request of or because of the company member and/or the driver;
 - b. the new breakdown occurred because the patrolman's advice was not followed;
 - c. after the first report of a breakdown, the patrolman found neither the driver nor any other passenger at the vehicle.
 - d. assistance will be denied a second time if the vehicle has been demonstrably neglected.

● Terms and Conditions of the Module Vervang-Auto Binnenland [Replacement Vehicle in the Netherlands]

● 4.1 General

- 4.1.1 The module Vervang-Auto Binnenland is an insurance placed with Reis- en Rechtshulp N.V. in The Hague, hereinafter referred to as the insurer.
- 4.1.2 The Vervang-Auto Binnenland applies to the following vehicles: passenger cars, delivery cars, delivery vans and motorcycles, excluding the coupled trailer and/or sidecar. These are vehicles that can be driven with a driving licence in the category A or B(-E).
- 4.1.3 The module Vervang-Auto Binnenland can be used only once when the module Wegenwacht Service Binnenland is in effect.

● 4.2 Where are you entitled to replacement transport?

The insurance entitles the insured to a replacement vehicle throughout the Netherlands with the exception of Vlieland and Schiermonnikoog and the special municipalities Bonaire, Saint Eustatius and Saba.

● 4.3 At what times are you entitled to replacement transport?

The insurance entitles the insured to a replacement vehicle 24 hours a day and 7 days a week in cases of breakdown. On Ameland and Terschelling, the right to a replacement vehicle exists from Monday to Saturday from 08:00 tot 18:00.

● 4.4 When are you entitled to replacement transport?

- 4.4.1 The insured party is entitled to a replacement vehicle if the patrolman determines that the motor vehicle cannot be (provisionally) repaired on the spot within 1 hour and that it is impossible and/or irresponsible to drive farther with the motor vehicle and the motor vehicle can be driven with a driving licence in the category A or B(-E) and the driver can produce a valid driving licence in his or her own name and if:

- a. on-the-spot help as defined in the terms and conditions for the Wegenwacht Service voor Bedrijven (section 3.5) is not possible;
 - b. the driver can show a valid driving licence in his or her name when the replacement vehicle arrives;
 - c. the entitled party is not younger than 21 or is not younger than 23 and has had a driving licence for less than 1 year.
- 4.4.2 In each contract year, each registered vehicle registration number is entitled to a replacement vehicle twice a year at the most.

● 4.5 What sort of replacement transport can be claimed?

- 4.5.1 A replacement vehicle can consist of a motor vehicle or public transport (train, second class) and, if the above-mentioned means of transport are not available, then transport by taxi within the Netherlands.
- 4.5.2 The patrolman will decide which sort of replacement transport will be used.

● 4.6 How long are you entitled to replacement transport?

- 4.6.1 The insured is entitled to replacement transport for an unbroken period of no more than four working days. The period for replacement transport will be determined by Road Services. On the last day, the vehicle must be returned before 17:00. The right to replacement transport begins within 12 hours after the moment of the breakdown.
- 4.6.2 The right to replacement transport ceases at the moment that the motor vehicle with breakdown problems has been repaired.
- 4.6.3 If the right to replacement transport begins at night and the patrolman finds that suitable transport by a replacement car, public transport and/or a taxi is not possible, the cost of one night in a hotel will be reimbursed. The ANWB will refund the hotel costs after the original hotel bill has been submitted.

● 4.7 If replacement transport is a motor vehicle

4.7.1 If replacement transport is a motor vehicle, the following applies:

- a. the replacement vehicle is a standard car model or, if available and necessary, a delivery van or a motorcycle with a listed value of no more than €30,000 including VAT;
- b. the motor vehicle will have a towing hook and/or an automatic gearbox only if that is necessary and possible;
- c. a rental contract will be entered into between the company member and the rental company that provides the motor vehicle. This contract is subject to the rental company's general terms and conditions. This company can refuse to rent a motor vehicle. The rental company can ask for a guarantee in the form of a credit card or a deposit;
- d. the replacement motor vehicle is insured for third-party liability and bodywork. The company member has an excess with respect to the bodywork insurance, this in accordance with the terms and conditions of the rental company. In principle, a collision damage waiver is not possible.
- e. if no replacement transport is available, this can be arranged by the ANWB Emergency Centre. Any costs can then be declared at a later date.

4.7.2 The following costs are at the expense of the insurer:

- a. the rental costs of the replacement vehicle with the exception of the rental costs of a car with a driver. These costs will be paid by the insurer directly to the rental company. If the costs have been paid by the company member and if the motor vehicle has been rented with the express and prior permission of the ANWB, the company member will be reimbursed for these costs at a later date;
- b. compensation of the costs needed to reach the insured party's residence or place of work starting at the drop-off place for the replacement vehicle;
- c. the cost of public transport (train, second class) to get the motor vehicle and to bring it from the place of residence to the pick-up/drop-off point will be refunded by the insurer. If there is no public transport or if it is not reasonably possible to use public transport, the cost of a taxi will be reimbursed.

4.7.3 The following costs are at the expense of the company member:

- a. fuel costs;
- b. collision damage waiver (if this is possible);
- c. damage to and repair of the replacement vehicle during the rental period;
- d. (additional) charges because the replacement vehicle uses another sort of fuel than did the original vehicle;

- e. consequential damage caused by the replacement vehicle failing to function;
- f. other costs incurred by the company member in connection with the replacement vehicle;
- g. if a replacement vehicle fails to function or has other defects, the company member must settle this directly with the rental company.

4.7.4 The company member is liable for all damage to the replacement vehicle caused by the company member and/or the driver (according to the terms and conditions of the rental company) that arise after the moment at which the driver receives the vehicle up to the moment that this vehicle is returned to the rental company. If the damage is not covered by an insurer, the rental company can claim the damage from the company member. The company member must pay the cost of extra passenger insurance.

● 4.8 If replacement transport is public transport

The insurer will reimburse the costs of public transport for a period of three days at the most starting on the date on which the breakdown occurred and with a maximum of €165 for the entire group of travelling companions.

● 4.9 Conditions for calling in replacement transport

4.9.1 In order to be eligible for replacement transport, the driver of the vehicle that has broken down must:

- a. immediately inform Road Services;
- b. limit the damage as much as possible;
- c. wait for Road Services to arrive;
- d. provide all of the information requested by or on behalf of Road Services and/or the insurer;
- e. cooperate with Road Services in giving help to the vehicle that has broken down;
- f. produce a valid driving licence in his or her name when receiving replacement transport. If the driver is younger than 23, he or she must have had a driving licence for at least 1 year.

4.9.2 In addition, if the insurer desires, the company member is obliged to transfer to the insurer all third-party claims for damage compensation resulting from the vehicle having broken down not exceeding the amount of damage compensation.

4.9.3 If the driver or the company member does not comply with the obligations listed above, the insurer or the ANWB/Road Services is entitled on behalf of the insurer, and after having issued a warning, to suspend its obligations to the company member and to refuse to provide replacement transport.

● 4.10 When are you not entitled to replacement transport?

The right to replacement transport does not exist if:

- a. there is no right to assistance from Road Services;
- b. there is no spare tyre;
- c. the motor vehicle that has broken down is not immediately brought to a garage for repairs;
- d. the company member and/or the driver has given incomplete or incorrect information about the nature, the cause or the extent of the damage or about the incident;
- e. the vehicle is used for rent or for driving lessons;
- f. at the time of the accident or incident, the driver was under the influence of alcohol, drugs or medicines that influence the ability to drive.

● 4.11 Requests for reimbursement

See section 1.11 of the General Terms and Conditions ANWB voor Bedrijven, section 1.11.

● Terms and Conditions of the Module Voertuighulp Buitenland [Vehicle Assistance Abroad]

● 5.1 General

- 5.1.1 The module Voertuighulp Buitenland is an insurance placed with Reis- en Rechtshulp N.V. in The Hague, hereinafter referred to as the insurer.
- 5.1.2 The Voertuighulp Buitenland applies to the following sorts of vehicles:
- passenger car, delivery car, delivery van and motorcycle including the coupled trailer transported from the Netherlands. These are motor vehicles that can be driven with a driving licence in the category A or B(-E);
 - campers used for touring and whose vehicle registration number shows that they are registered as a camper. These are campers that can be driven with a driving licence in the category B or C;
 - the vehicles must have a valid Dutch vehicle registration number and may not remain abroad permanently.
- 5.1.3 The module Voertuighulp Buitenland entitles the member to help if the incidents, as described in these terms and conditions, happen within the period in which this insurance is valid. Help can therefore be given at a moment later than the period in which the insurance is valid if the incident occurred within the period in which the insurance was valid. An exception to this is if the ANWB/insurer terminates the contract with the company member. In that case no (further) help will be provided.

● 5.2 Where are you entitled to vehicle assistance?

The insurance provides the right to assistance in Europe except for in the Netherlands.

5.2.1 Shipping parts from the Netherlands

The member is entitled to having parts for the vehicle shipped throughout the world with the exception of the Netherlands. If the company member resides abroad, he or she is not entitled to have parts shipped in the country of residence.

5.2.2 Other vehicle assistance

- Within Europe (geographical):
Andorra, Austria, Belgium, Bosnia, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Great Britain, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxemburg, Macedonia, Malta, Moldavia, Monaco, Norway, Poland, Portugal, Romania, Russia including the Urals, Serbia and Montenegro, Slovenia, Slovakia, Spain, Sweden, Switzerland, Turkey up to the Bosphorus, the Ukraine, White Russia.
- Beyond Europe:
Algeria, the Azores, the Canary Islands, Ceuta, Egypt, Israel, Madeira, Morocco, Melilla, Tunis, Turkey starting at the Bosphorus.

● 5.3 When are you entitled to vehicle assistance?

5.3.1

- a. Each vehicle is entitled to vehicle assistance for a maximum of two times in a contract year if the vehicle has mechanical damage or has been hit by fire or another external source of disaster.
- b. There is no right to vehicle assistance in the cases listed in section 5.6.
- c. The right to assistance commences at the moment of departure from the Netherlands.

5.3.2 Vehicle assistance consists of the following:

I. Roadside assistance

- a. Full compensation for the costs needed for emergency repair at the roadside.
- b. The cost of a required membership in the local automobile assistance club in order to be eligible for roadside assistance. The following costs are at the expense of the company member:
 1. the costs of parts;
 2. the costs of repair done by a garage.

II. Transport assistance

Full compensation for the costs of salvage and/or transport to the nearest garage. Right to transport assistance to the nearest garage exists if the vehicle cannot be (provisionally) repaired at the location of breakdown or if on-the-spot roadside assistance is not permitted in the country in question.

III. Help if the wrong sort of fuel has been used

- a. Right to full vehicle assistance exists if the engine has been damaged as the result of the wrong sort of fuel having been used.
- b. Right to roadside assistance, transport assistance and supervision of repairs exists if the wrong sort of fuel has been used but this has not yet damaged the engine.

IV. Help if car keys are lost

- a. Right to roadside assistance exists if the car keys have been left in the locked car.
- b. Right to towing assistance, supervision of repairs and/or sending new car keys exists if the car keys have been stolen or lost and the driver does not have spare car keys and if keys are available in the Netherlands.

V. Shipping parts from the Netherlands

- a. Ordering and shipping parts that are needed to repair the vehicle (definitively or provisionally) if these parts are not available at the location or will not shortly be available.
- b. Ordering and shipment will be done on behalf of the company member.
- c. Shipment is possible only if this is not in violation of the applicable Customs regulations.
- d. Oil, grease, paint and liquids will not be shipped.
- e. The costs of shipping and entry are at the expense of the insurer.
- f. The costs of the parts are at the expense of the company member.
- g. If the insurer has paid the costs of the parts in advance, they will be later be billed to the company member.
- h. If the costs of the parts exceeds €1,000 the entire amount must be paid in advance by the company member. The parts will be shipped after payment has been made.
- i. Ordered parts cannot be returned and the order cannot be cancelled.
- j. Costs arising from shipped parts not having been picked up are at the expense of the company member.
- k. If the company member himself/herself picks up the parts at an airport or another address, he or she will later be reimbursed for the necessary transport costs involved to the extent that these costs are reasonable. The original bills must be submitted.
- l. The insurer is not liable for damage caused by defects in the parts.
- m. The insurer is not liable for the wrong parts having been shipped unless it can be shown that the insurer ordered the wrong parts.

VI. Compensation for transport/shipping costs of foreign parts

There is compensation of up to a maximum amount of €125 for the transport or shipping of foreign parts. This compensation applies to parts that the foreign

garage deems necessary for repairs and that the garage has to order elsewhere.

VII. Help in finding a garage

- a. The ANWB will help if necessary and to the extent that this is feasible in finding a garage if the vehicle is repaired on location.
- b. Neither the ANWB nor the insurer will commission the repair work.
- c. The repair work will be done completely at the expense and risk of the company member.
- d. Neither the ANWB nor the insurer guarantee the correctness of the repair work done by the garage.

VIII. A. Repatriation of the vehicle

The vehicle and the luggage that the passengers are not able to take with them will be repatriated by transport or by being driven back along the road (this at the discretion of the ANWB) in the following cases:

- a. if as a result of mechanical damage or an accident the vehicle is so damaged that it cannot be repaired (definitively or provisionally) within 48 hours of its having been reported to the ANWB Emergency Centre. If the vehicle is on an island or in an area abroad, the period prior to repatriation will be extended to 96 hours. The cost of transport by ferry are at the expense of the insured party;
- b. if the vehicle is repaired on location and, due to unforeseeable circumstances, these repairs last longer than two working days and the driver and group of travelling companions cannot wait until repairs have been completed. Repatriation will take place once the company member has paid the repair costs;
- c. if the vehicle has to be left behind on location because transport by ferry is impossible as a result of a calamity or a long strike and because the driver and travelling companions urgently have to return home but there are no reasonable alternatives of continuing the trip with the vehicle;
- d. if the only driver is no longer available because of death, serious illness or an accident and no one else in the travelling party can be considered capable or is authorised to drive the vehicle;
- e. if the only driver suddenly has to return home without the vehicle because of family circumstances, property damage, a considerable business interest or as the supervisor of someone ill or wounded who is being repatriated and no one else among the travelling companions can be considered capable or is authorised to drive the vehicle;
- f. if the only driver has been jailed on suspicion of a traffic offence and no one else among the travelling companions can be considered capable or is authorised to drive the vehicle;

- g. if the vehicle has been left behind on location after an evacuation resulting from a natural disaster or other calamity;
- h. if the vehicle has been stolen within the period in which Voertuighulp Buitenland is valid and has been found again in a country within the area covered and if the company member is still interested in having the vehicle once it has been found.

B. Conditions for repatriation

- a. Repatriation applies only to vehicles with a valid Dutch vehicle registration number and at least third-party liability insurance.
- b. The vehicle must have all of the necessary documents, such as a valid vehicle registration number, a valid green card and a valid proof of a motor vehicle test having been done (if the vehicle has to be MOT-approved).
- c. The right to repatriation does not exist for vehicles for which transport costs are higher than the residual costs.
- d. If the vehicle is older than seven years and has mechanical damage, the ANWB can provide repatriation at the expense of the company member. If the company member has the vehicle in question repaired within three months of repatriation, the insurer will pay the cost of repatriation. The condition is that the company member, shows the repaired vehicle to an ANWB inspection station or Road Services station or submits an original and detailed bill for repairs from an official garage.
- e. If repatriation is done on the road, the ANWB will determine the route to be driven. If repatriation is done on the road, passengers may – if possible – ride along.
- f. The cost of repatriation is at the expense of the insurer.
- g. The following costs are at the expense of the company member:
 - 1. costs relating to the vehicle such as fuel, repair costs, tolls and ferry charges;
 - 2. fines and other payments owed because of the lack or invalidity of travel documents;
 - 3. fines and other payments owed because the vehicle does not meet the legal requirements.

IX. Importing the vehicle

The ANWB will arrange the import, eventual destruction and/or sale of the vehicle in the country in which the vehicle remains if it has to be permanently abandoned in that country as a result of an accident or mechanical damage. The insurer will pay the costs of import, eventual destruction and/or sale of the vehicle. The costs include the garage charges and Customs charges to the extent that they are reasonable.

X. Repatriation of luggage

Luggage is understood to mean: goods belonging to normal travelling luggage or camping equipment that the passengers have taken with them, including mopeds, bicycles, surfboards and other small sailing vessels that have been taken along in or on top of the vehicle.

- a. Repatriation of the luggage will be done at the expense of the insurer if the vehicle permanently remains behind in the country where the vehicle is after having been damaged.
- b. Repatriation applies only to luggage that the driver and any passengers could not reasonably take with them.
- c. Items liable to be perishable and valuables will not be repatriated either separately or together with the vehicle to be repatriated.

XI. Garage charges for the vehicle

- a. The insurer will pay the garage costs that have reasonably been made for a maximum of 30 days if the vehicle with mechanical damage has to be stored at a fee at a garage or another location while awaiting repatriation.
- b. The insurer is not liable for damage to and/or theft of the vehicle and/or left luggage during the period in which the vehicle is being stored.

XII. Help in reserving a replacement vehicle

The module Voertuighulp Buitenland does not give any compensation for the rental costs of a replacement vehicle; however, the insured party is entitled to help in reserving a replacement vehicle. If desired, the ANWB can ask for a price indication, but the ANWB does not guarantee the accuracy of this information.

XIII. Transport of a replacement vehicle that is made available by the company member

- a. The company member is entitled to have the ANWB transport a replacement vehicle if the vehicle with a breakdown is being repatriated or imported, if the company member makes available the replacement vehicle and if the company member pays the transport costs and additional (insurance) costs in advance. The ANWB can demand that the replacement vehicle be delivered to an address in the Netherlands that will be determined later.
- b. The company member is not entitled to have a replacement vehicle transported if a replacement vehicle becomes available as a result of a sale, rental or lease contract or another insurance policy whether or not this is older.

XIV. Assistance with a trailer

- a. The assistance and compensation that applies to vehicles also applies to trailers.
- b. The repatriation or import of a vessel that has been transported on the trailer will take place simultaneously with the repatriation or import of the trailer.
- c. If the trailer serves as a temporary place of lodging, such as a caravan or a folding trailer, the company member is entitled to once-only transport of the trailer to one destination within the area covered if the towing vehicle is going to be repatriated or imported. After the stay abroad has ended, the trailer will be repatriated if necessary.

XV. Assistance with business affairs

- a. If the vehicle has broken down, the company member is entitled to the transport of a collection of samples worth up to €4,500 to the Netherlands or to one location in Europe if this is not in violation of Customs regulations.
- b. If necessary, the ANWB will organise travel for a substitute to be appointed by the company member if the driver, due to illness or an accident, is unable to fulfil his or her business agreements and it is necessary that they be fulfilled. Transportation costs and the cost of accommodation made on the grounds of these conditions do not qualify for compensation.
- c. The ANWB Emergency Centre will transmit urgent messages in connection with the insured event.

● 5.5 Conditions for calling in vehicle assistance

5.5.1 In order to receive vehicle assistance the driver of the vehicle is obliged:

- a. to contact the ANWB Emergency Centre as quickly as possible, at any rate before departing for the Netherlands;
- b. in the case of on-the-spot help or transport help on the road, to phone the ANWB Emergency Centre at +31 88 269 14 64;
- c. upon arrival in the Netherlands, to deliver the replacement vehicle to an agreed-on location as quickly as possible.

5.5.2 The driver of the vehicle is obliged to cooperate with the ANWB, to follow any instructions and to provide all requested information.

5.5.3 The company member can ask only the ANWB for vehicle assistance. If another insurer or company is also called in, the company member will have to decide either to let the ANWB deal with the entire operation or to delegate the entire operation to the other insurer.

- 5.5.5 Costs that do not qualify for compensation according to the terms and conditions of Voertuighulp Buitenland must be paid in advance. (Further) assistance can only be given after payment has been made. The ANWB will advance these costs if they are covered by another insurance and if the insurer authorises the ANWB to advance these costs.
- 5.5.6 If the ANWB advances costs as described in section 5.5.5, the company member will authorise the ANWB to claim the advanced sum directly from the insurer. The ANWB is obliged to provide the insurer with all necessary information in order to assess the damage.
- 5.5.7 If costs arise because one or more of the obligations in this section have not been met, these costs are at the expense of the company member.

● 5.6 When are you not entitled to vehicle assistance?

There is no right to vehicle assistance if:

- a. the need for vehicle assistance could reasonably have been foreseen when the trip began;
- b. the company member has not fulfilled his or her obligations to the ANWB or to the insurer;
- c. the event results from gross negligence of or was the intention of the company member and/or driver and/or group of travelling companions of the insured vehicle;
- d. the event involved an armed conflict, civil war, uprising, domestic violence, mutiny and revolt (with the exception of small disturbances), atomic nuclear reactions or natural disasters;
- e. the company member and/or the driver have given incomplete or incorrect information about the nature, the cause or the extent of the damage or the event;
- f. the incident or accident is the result of contests, training sessions or reliability tests in which speed or the time of arrival is of decisive significance;
- g. the vehicle is used for driving lessons;
- h. if at the time of the accident or incident, the driver was under the influence of alcohol, drugs or medicines that can influence driving skills;
- i. the vehicle was being driven by a driver without a valid driving licence;
- j. the maintenance of the vehicle is such that the breakdown could have reasonably been foreseen;

- k. the vehicle was so loaded that the breakdown could have reasonably been foreseen;
- l. at the time of the incident the vehicle was not insured for third-party liability;
- m. the vehicle was or is used to transport goods that are in violation of the law;
- n. the company member can rely on another insurance or agreement, whether or not from an earlier date; in that case, compensation will be made only for that damage for which there is no compensation under the other insurance or agreement;
- o. if any adjustments to the vehicle have been made that have not been done according to the manufacturer's or importer's specifications;
- p. the driver or passengers of the vehicle that has broken down have used physical, psychological or verbal violence against the patrolman or those commissioned by the ANWB to help, have threatened them or have been otherwise aggressive with the result that the patrolman or the party giving help cannot or can no longer reasonably be expected to help because of the behaviour of the driver or the passenger(s). The situation will be assessed by the ANWB/Road Services patrolman or the party commissioned by the ANWB to provide help.

● 5.7 Requests for reimbursement

See the general terms and conditions ANWB voor Bedrijven, section 1.11.

● Terms and Conditions of the module Vervang-Auto Buitenland en Extra Vervang-Auto Buitenland [Replacement Vehicle and Extra Replacement Vehicle Abroad]

● 6.1 General

- 6.1.1 The (Extra) Vervang-Auto Buitenland is an insurance placed with Reis- en Rechtshulp N.V. in The Hague, hereinafter referred to as the insurer.
- 6.1.2. The module (Extra) Vervang-Auto Buitenland can be relied upon only if the module Voertuighulp Buitenland is effective.
- 6.1.3 The (Extra) Vervang-Auto Buitenland applies to the following types of vehicles: passenger car, passenger van, delivery car, delivery van, camper and motorcycle, excluding the coupled trailer and/or sidecar. These are vehicles that can be driven with a driving licence in the category A or B(-E).
- 6.1.4 The (Extra) Vervang-Auto Buitenland offers compensation for the cost of replacement transportation under the conditions listed in these terms and conditions. Replacement transport can consist of a replacement vehicle (except for a camper) or public transport (train, second class) and/or transport by taxi.
- 6.1.5 Campers cannot be provided as a replacement vehicle. The module (Extra) Vervang-Auto [Extra Replacement Vehicle] offers a motor vehicle as described in section 6.4.2.
- 6.1.6 The ANWB will determine the sort of replacement transport that can be used. This depends on availability.
- 6.1.7 Each registered vehicle registration number is entitled to replacement transport for a maximum of two times in a contract year.
- 6.1.8 The company member is each time entitled to replacement transport for a maximum period of 30 days. The ANWB Emergency Centre will determine the period for which there is a right to replacement transport. However, the rental period will never be longer than the period of the stay abroad.

● 6.2 Where are you entitled to replacement transport?

The insurance provides the right to assistance in Europe (except in the Netherlands), Albania, Armenia, Georgia and Azerbaijan. The company member

that is stationed abroad is not entitled to assistance in the country in which he or she is stationed.

● 6.3 When are you entitled to replacement transport?

Right to replacement transport exists if the vehicle in the insured area suffered mechanical damage, fire, an accident, theft, joyriding or another form of external calamity and cannot be repaired within 48 hours and it is irresponsible or technically impossible to drive farther with the vehicle. The right to assistance applies starting at the moment of departure from the Netherlands.

● 6.4 The terms and conditions for replacement transport

- 6.4.1 If the replacement transport is a motor vehicle, the replacement vehicle in the module Vervang-Auto Buitenland is a standard model or, if necessary and available, a delivery van with a listed value of no more than €25,000 including VAT or a motorcycle with a listed value of no more than €7,000 including VAT.
- 6.4.2 If the replacement transport is a motor vehicle, the replacement vehicle in the module Extra Vervang-Auto Buitenland is the standard model of a large passenger car or, if necessary and available, a delivery van with a listed value of no more than €40,000 including VAT. Replacement transport can also consist of two standard model passenger cars, each having a listed value of no more than €25,000 including VAT. This on the condition that there are at least two persons in the group of travelling companions who have a driving licence in the category B(-E) and who are considered capable of driving the vehicle safely. The insurer will determine if one or two replacement vehicles will be made available by the ANWB. This depends on the possibilities. The point of departure is that the listed value of the replacement vehicle or replacement vehicles is approximately the same as the listed value of the vehicle or vehicles that have broken down.
- 6.4.3 The following applies to the modules (Extra) Vervang-Auto Buitenland:
- a. the motor vehicle has a towing hook and/or automatic gearbox only if that is necessary or possible;
 - b. the cost of public transport (second class) to pick up and return the replacement vehicle from the address of residence to the pick-up/drop-off point will be reimbursed by the insurer. If there is no public transport or if it is not reasonably possible to use public transport, the cost of a taxi will be reimbursed;
 - c. a rental contract will be entered into between the company member and the

rental company that provides the motor vehicle. This contract is subject to the rental company's general terms and conditions. This company can refuse to rent a motor vehicle. The rental company can ask for a guarantee in the form of a credit card or a deposit;

- d. if the replacement transport breaks down or has other defects, the company member must settle the resulting activities directly with the rental company;
- e. upon return to the Netherlands, the replacement vehicle must be delivered to the agreed-upon address as quickly as possible.

6.4.4 The following costs are at the expense of the insurer:

- a. the pure rental costs of the replacement transport. These costs will be paid by the insurer directly to the rental company. If the costs have been paid by the company member and if the motor vehicle has been rented with the express and prior permission of the ANWB, the company member will be reimbursed for these costs at a later date;
- b. compensation of the costs needed to reach the insured party's residence or place of work starting at the drop-off place for the replacement vehicle.

6.4.5 The following costs are at the expense of the company member:

- the cost of fuel;
- the cost of extra passenger insurance;
- third party liability / collision damage waiver;
- damage to and repair costs of the replacement vehicle during the rental period;
- (additional) costs because the replacement vehicle uses another sort of fuel or more fuel than did the original vehicle;
- consequential damage caused by the replacement transport failing to function;
- the rental costs of a car with a chauffeur.

6.4.6 If replacement transport is public transport, the insurer will reimburse the passengers for the cost of a second-class train ticket to and/or from the destination shown on the tickets without deducting any saved fixed costs.

● 6.5 Terms and conditions for asking for replacement transport

6.5.1 To be eligible for replacement transport, the driver of the vehicle that has broken down must contact the ANWB Emergency Centre immediately.

6.5.2 In addition, the conditions stated in section 5.5 of the terms and conditions of Voertuighulp Buitenland also apply.

● 6.6 When are you not entitled to replacement transport?

6.6.1 There is not right to replacement transport if the terms and conditions stated in section 5.5 of the terms and conditions of Voertuighulp Buitenland have not been met or if there is an exclusion, as described in section 5.6.

6.6.2 There is not right to replacement transport if:

- a. the wrong fuel has been used and consequential damage has resulted;
- b. the car keys have been left in the locked car or have been stolen or lost.

6.6.3 If it later appears that the insurer was not obliged to arrange for a replacement vehicle or to refund the rental cost of a replacement vehicle, the insurer is entitled to claim the expenses incurred or to refuse to refund the rental cost of a replacement vehicle.

● 6.7 Liability

Neither the ANWB nor the insurer is liable for the direct or indirect damage resulting from the delivery of the replacement vehicle or for the rental company's refusal to supply a replacement vehicle.

● 6.8 Requests for reimbursement

See the general terms and conditions ANWB voor Bedrijven, section 1.11.

● Terms and Conditions of the module **Personenhulp Buitenland** [Personal Assistance Abroad]

● 7.1 General

- 7.1.1 The module **Personenhulp Buitenland** is an insurance placed with UVM Verzekeringsmaatschappij N.V. in Hoogeveen, hereinafter referred to as insurer.
- 7.1.2 The module **Personenhulp Buitenland** applies to drivers of and passengers in the following sorts of vehicles: passenger car, delivery car, delivery van and motorcycle, excluding the coupled trailer and/or sidecar, with a valid Dutch vehicle registration number. These are vehicles that can be driven with a driving licence in the category A or B(-E).
- 7.1.3 The module **Personenhulp Buitenland** can be relied on only if the module **Voertuighulp Buitenland** is effective.

● 7.2 Where are you entitled to **Personenhulp Buitenland**?

The company member stationed abroad is not entitled to assistance in the country in which he or she is stationed.

The insurance entitles you to assistance in the following countries:

Andorra, Belgium, Bosnia, Bulgaria, Cyprus, Denmark, Germany, Estonia, Finland, France, Great Britain, Greece, Hungary, Ireland, Italy, Croatia, Latvia, Liechtenstein, Lithuania, Luxemburg, Macedonia, Malta, Moldavia, Monaco, Norway, the Ukraine, Austria, Poland, Portugal, Romania, Russia including the Urals, Serbia and Montenegro, Slovenia, Slovakia, Spain, the Czech Republic, Turkey up to the Bosporus, White Russia, Iceland, Sweden and Switzerland.

● 7.3 What does the module **Personenhulp Buitenland** entitle you to?

- 7.3.1 The module **Personenhulp Buitenland** entitles you to:
 - a. compensation for unforeseen expenses; the insurance offers compensation for and covers the cost of unforeseen expenses as described in section 7.3.2 under deduction of transportation costs that would nevertheless have to be made;
 - b. compensation for damage resulting from theft, loss or damage to luggage as described in these terms and conditions.

7.3.2 There is a right to compensation for unforeseen expenses in the instances listed and this right applies only to the costs listed. The insurer will determine the compensation for unforeseen transport costs on the basis of the number of kilometres that would have been driven if the accident or incident had not occurred. For each kilometre that is driven less than this distance, the insurer will deduct €0.07 from the compensation. For each kilometre that is driven more than this distance, there is a compensation of €0.16. This is subject to having received prior permission from the ANWB to use the vehicle.

I. Transport

Compensation for the cost of transport consists of:

- a. for transport by train: the lowest class including a couchette and the cost of additional public transport;
- b. for other forms of transport: travel expenses up to a maximum of the cost of a scheduled flight, lowest class and the cost of additional public transport.

II. If the insured party becomes ill or has an accident:

- a. the necessary extra transport costs to the insured party's place of residence will be reimbursed after prior permission has been received from the ANWB and if the extra transport costs have to be made for medical reasons;
- b. the necessary cost of ambulance transport that has been arranged by the ANWB Emergency Centre and with the insurer's permission will be reimbursed.

III. Upon the death of the insured party:

- a. the cost of transporting the corpse to the place of residence as arranged by the ANWB Emergency Centre will be reimbursed;
- b. i f it is not possible to transport the corpse to the place of residence, then in consultation with the ANWB the costs of a burial or a cremation at the location of death will be reimbursed up to a maximum of €3,500.

IV. If non-accompanying relatives or housemates become ill, have an accident or die:

The necessary extra cost of transporting the insured party to the place of residence as arranged by the ANWB Emergency Centre will be reimbursed. This applies only to cases of death, a life-threatening illness or a life-threatening accident involving non-accompanying housemates and blood relatives and in-laws to the first and second degree of consanguinity.

V. Property damage:

The necessary extra costs of transport to the insured party's place of residence as arranged by the ANWB will be reimbursed. This applies only if the insured party's

residence, property or company has been so severely damaged that the presence of the insured party as owner, lessor/lessee or actual leader is urgently required.

VI. The use of telephone/e-mail-/fax

In the case of an incident covered by the module Personenhulp Buitenland, the necessary costs made when using the telephone, e-mail and/or fax to reach the ANWB Emergency Centre will be reimbursed up to a maximum of €140.

7.3.3 Not covered under the module Personenhulp Buitenland are:

- a. unforeseen expenses incurred without the express permission of the ANWB or the insurer;
- b. the cost of paramedical, medical or dental treatment;
- c. unforeseen expenses incurred as a result of armed riots intended to overthrow the existing authority.

7.3.4 Compensation for damage resulting from theft, loss or damage to luggage.

- I. The insurer can choose to reimburse damage to luggage caused by theft, loss or damage in money or in kind without relying on underinsurance. Each group of travelling companions is entitled to a maximum of €750 compensation per trip with an excess of €50 for each group of travelling companions per trip.
- II. Damage to luggage that is stolen or lost will be compensated in accordance with the terms and conditions stated in this module if the luggage has not been found within four weeks of the notification of its having been lost.
- III. Luggage is understood to mean the goods taken along by the driver and passengers or goods purchased by them during the trip. These goods must be normal travelling luggage or camping equipment. The luggage includes:
 - a. passports, driving licences, carnets and tickets issued in a person's name;
 - b. prostheses (but no false teeth or jacket crowns);
 - c. bicycles, surfboards, inflatable/foldable boats and other small vessels that have been put onto the vehicle for the trip.
- IV. Not belonging to the baggage and thus not insured are:
 - a. valuables (such as jewellery, watches, music instruments, photographic/film/video equipment and accessories and computer equipment and accessories);
 - b. goods being moved;
 - c. merchandise, samples and models;
 - d. articles liable to be perishable;
 - e. items of artistic value, rare items, collector's items and antiques;
 - f. vehicles and vessels (including luggage vans, caravans, folding trailers, etc.) unless

it is stated above that they are insured; fuel, accessories (such as motorcycle cases), standard equipment and parts of vehicles and vessels;

- g. household goods not meant for use during the trip;
- h. animals;
- i. money.

7.3.5 The following terms and conditions also apply to compensation for damage resulting from theft, loss or damage:

- I. The maximum compensation for all luggage is the market value. The market value is the value of the item immediately prior to the event. When determining the market value, consideration will be given to the price of purchase, the appraisal value and depreciation.
- II. The maximum compensation for bicycles is a total of €350 for each group of travelling companions.
- III. The maximum compensation for inflatable/foldable boats and sailboards is a total of €240 for each group of travelling companions.
- IV. Loss of house keys: 50% of the cost of putting in a new lock up to a maximum of €120 for each group of travelling companions. The exceptions listed under 7.3.6 II do not apply to loss of house keys.
- V. There is no compensation for luggage stolen from a passenger car with a) a boot that can be locked separately, b) a rear shelf or c) a similarly built facility unless:
 - a. the luggage was not visible from outside of the vehicle;
 - b. the luggage was in the locked boot and/or the separately locked dashboard compartment;
 - c. the baggage had not been left in the car for longer than 24 consecutive hours.
- VI. There is no compensation for luggage stolen from a passenger car without a boot that can be locked separately (for example, estate cars) or without a rear shelf and/or similarly built facility unless:
 - a. the luggage had been hidden from view as well as possible;
 - b. the luggage had not been left in the car for longer than 3 consecutive hours in connection with a stop to eat, to rest or for another reason.

7.3.6 Exceptions:

- I. There is no damage compensation if the terms and conditions of this module and the terms and conditions listed in section 5.6 of the module Voertuighulp Buitenland have not been met.

- II. Damage resulting from:
 - a. wilful misconduct, gross negligence or if the necessary precautions have not been taken; in other words, the insured party should handle his or her luggage as carefully as possible and should store it in the safest place in order to avoid theft, loss or damage as much as possible;
 - b. wear and tear, inherent decay or inherent defect;
 - c. gradual effect of atmospheric influences;
 - d. depreciation;
 - e. dents, spots, scratches, shaved areas, defacements and such unless the goods can therefore no longer be used;
 - f. atomic nuclear reactions, war or similar situations, riots in which weapons are used with the intention of overthrowing the authority.

● 7.4 Terms and conditions for requesting Personenhulp

- 7.4.1 If the damage from loss or theft of luggage is more than €100, this must immediately be reported to the police if that is possible at the location in question.
- 7.4.2 If luggage is lost or damaged during transport by a third-party, this must be reported to the transport company in question.
- 7.4.3 The insured party must inform the ANWB Emergency Centre about the incident as soon as possible.
- 7.4.4 The damage must be limited as much as possible.
- 7.4.5 Within 14 days of having returned home, the insured party must fill out a damage claim and send it to the insurer along with:
 - a. copies of police reports or proof that a report to the police has been made;
 - b. original bills and/or other documents of proof related to the extent of the damage or the cause of the damage;
 - c. statements from foreign doctors called in to treat an illness or an accident.
- 7.4.6 The company member must provide all of the information requested by the insurer or by the ANWB.
- 7.4.7 All instructions from or on behalf of the insurer or the ANWB must be followed.

- 7.4.8 Damaged luggage must be made available to the insurer.
- 7.4.9 The company member is not entitled to transfer an insured case to the insurer after damage. However, in the case of loss or theft of luggage the company member is obliged to transfer ownership to the insurer by means of an official document if the insurer so requests. Damage compensation will be paid only after transfer has been made.
- 7.4.10 If ownership has been transferred to the insurer and if the lost item has been recovered, the insurer is obliged to return ownership to the company member if the company member so requests. If the insurer has already paid damage compensation, the company member must refund this amount, possibly with a deduction of the repair costs needed to repair the damage to his or her property which arose in the period in which the property had been missing.

● 7.5 Compensation

The insurer will pay damage compensation within 14 days after the obligation to pay and the amount of damage have been determined. The company member agrees to the amount of damage compensation if he or she does not object by means of sending a registered letter to the insurer within 14 days of payment having been received.

Company data

The private company with limited liability ANWB B.V. with its registered office at 220 Wassenaarseweg in (2596 EC) Den Haag (PO Box 93200, 2509 BA Den Haag).

The public limited company Reis- en Rechtshulp N.V. with its office at 220 Wassenaarseweg in (2596 EC) Den Haag (PO Box 93200, 2509 BA Den Haag).

The public limited company UVM Verzekeringsmaatschappij N.V. with its office at 120 Schutstraat in (7901 EH) Hoogeveen (PO Box 50000, 7901 RP Hoogeveen).

Registration Chamber of Commerce

ANWB B.V.: registered in the Commercial Register under file number 27157000.

Reis- en Rechtshulp N.V.: registered in the Commercial Register under file number 27110640.

UVM Verzekeringsmaatschappij N.V.: registered in the Commercial Register under file number 04037930.

Nature of financial services

On the grounds of the Financial Supervision Act, a financial service provider can, among other things, act as an intermediary and as a provider.

ANWB B.V. acts as an intermediary in nonlife insurance.

An intermediary is a middleman whose activities focus on creating a contract concerning financial products between consumer and providers.

Reis- en Rechtshulp N.V. en UVM Verzekeringsmaatschappij N.V. acts as a provider of nonlife insurance within the meaning of the Financial Supervision Act.

ANWB B.V. receives payment from Reis- en Rechtshulp N.V. and UVM Verzekeringsmaatschappij N.V. for this service. The payment is part of the premium charged to you.

Internal procedure for complaints and disputes

ANWB B.V., UVM Verzekeringsmaatschappij N.V. and Reis- en Rechtshulp N.V. have an internal procedure for complaints. In case of a complaint, please contact your contact person or report this in writing to the ANWB Customer Services, antwoordnummer 10, 2509 XA Den Haag and, with respect to UVM Verzekeringsmaatschappij N.V. to the Complaints Department, PO Box 50000, 7901 RP Hoogeveen. ANWB B.V., Reis- en Rechtshulp N.V. and UVM Verzekeringsmaatschappij N.V. are registered with the Financial Services Complaint Board, PO Box 93257, 2509 AG in Den Haag. Telephone: 0900-3552248, internet: www.kifid.nl.

Registration with the AFM

ANWB B.V. is registered with the Authority for the Financial Markets (AFM) in the capacity of intermediary in nonlife insurance under licence number: 12013649.

Reis- en Rechtshulp N.V. is registered with the Authority for the Financial markets (AFM) in the capacity of provider of non-life insurance under licence number: 12000578.

UVM Verzekeringsmaatschappij N.V. is registered with the Authority for the Financial markets (AFM) in the capacity of provider of nonlife insurance under licence number: 12000595.

Control

Reis- en Rechtshulp N.V. is a full subsidiary of ANWB B.V.

UVM Verzekeringsmaatschappij N.V. is a full subsidiary of ANWB Beheer B.V., which company is a full subsidiary of ANWB B.V.

Applicable law

All contracts entered into with ANWB B.V. and/or Reis- en Rechtshulp N.V. and/or UVM Verzekeringsmaatschappij N.V. and all of the obligations arising from these contracts are subject to Dutch law.

More information?

ANWB voor Bedrijven
Customer Services/ H5M



PO Box 93200 2509 BA Den Haag



088 269 73 73



088 269 78 42



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