

Euro Insurances DAC

Terms and Conditions, Early Termination Cover



Valid from 1.4.2021

The early termination cover is an additional complementary cover to the comprehensive insurance and subject to group insurance agreement (“**Agreement**”) made by Euro Insurances DAC (“**Insurance Company**”). These terms are an essential part of the Agreement.

The definitions in the general terms (“**General Terms**”) attached to the Agreement shall apply in these terms, unless otherwise defined herein.

1 Area of validity of the cover

The early termination cover is valid in Finland.

2 Object of the cover

The objects of the early termination cover are Vehicles which have the cover added in the comprehensive insurance.

The early termination cover is valid for a passenger car or a van which:

- Is registered for private use in Finland;
- Is leased by LeasePlan Finland via an operational lease contract to the Insured;
- Has a permanent driver, holding a permanent contract of employment with the Customer, registered as a holder of the vehicle (“**Named Driver**”);
- Has Motor Liability and Full Comprehensive Insurance placed with the Insurance Company; and
- Has the early termination cover included in the lease contract.

3 The Insured

The **Insured** is the lessee of the Vehicle (object of the cover). The Insured is in these terms also referred to as the “**Customer**”.

4 Covered costs

4.1 General

The early termination cover will compensate for the termination charge (“**Loss**”) as defined in the leasing contract resulting from an early termination of the leasing contract of the registered Vehicle, subject to these terms and conditions, in case the Vehicle is returned to LeasePlan Finland, the termination is requested by the Customer and the reason for the early termination is one of the following:

The Named Driver:

- Resigns his/her contract of employment with the Customer (please note the restriction on relocation inside Customer group organisation);
- Is deceased;
- Is injured or suffers sudden illness resulting in leave of absence of no less than six months;
- Loses, due to medical reasons and by the relevant authority, his/her right to operate the Vehicle; or
- Goes on an unpaid parental leave for a period of no less than 6 months.

The early termination cover will compensate also in case an insurance company declares the Vehicle a total loss as a result of damage or theft and writes off the Vehicle.

One Loss covers the termination of only one leasing contract.

4.2 Deductibles

The early termination cover has an excess period of six months.

On a single new Vehicle, a Loss can be covered only after the excess period has elapsed from the first registration date of the Vehicle and the start date of the leasing contract.

In case the early termination cover has been added during the leasing contract, a Loss can be covered only after the excess period has elapsed from the date when the cover started.

In case the leasing contract is terminated before the excess period has elapsed, the Loss will not be covered. For example, in case the early termination cover started on 12th January, the excess period has then elapsed on 12th July and only if the leasing contract is terminated after that, the Loss can be covered.

Each Loss covered is subject to a deductible of 500€.

4.3 Maximum indemnity

Maximum indemnity on an early termination cover is:

- The number of Losses per Customer equivalent to 10 percent of the leased fleet (Vehicles under LeasePlan Finland leasing contract counted at the time of the year when the amount is reached) or 5 Vehicles, whichever is higher; and

- 10.000€ on a single Loss.

4.4 Restrictions

Early termination cover does not compensate for:

- Any costs related to the leasing contract or termination of the leasing contract other than the actual early termination charge, such as but not limited to, an organizational fee, sale and management fee, excess mileage charges, unfair wear and tear damages, service charges, leasing fee, etc.;
- Any taxes related to the Vehicle or the leasing contract, such as but not limited to, value added tax, vehicle tax or road tax;
- Decrease in value of the Vehicle (i.e. in case of damage repaired to the Vehicle); or
- Part of a Loss which can be deemed to occur as a result of a delay by the Customer or the Named Driver in relation to providing information, settling the Loss or other matter related to the handling of the Loss.

Early termination cover does not compensate for a Loss which is:

- A result of a parental leave starting less than 9 months from the date the early termination cover was started or driver starting the parental leave has become the Named Driver of the Vehicle;
- A result of a bankruptcy of the Customer;
- A result of a damage to the Vehicle or theft of the Vehicle but the Vehicle is not written off by an insurance company;
- A result of the termination of a leasing contact during the excess period or after the early termination cover has been cancelled;
- Reported to the Insurance Company after the early termination cover has been cancelled;
- A result of nuclear accident, war, rebellion, revolution, terrorism or other similar cause; or
- A result of the Vehicle being repossessed or otherwise taken to the possession of authorities.

Early termination cover does not compensate in a situation where:

- The Customer or the Named Driver has, at the time the early termination cover started, been aware of an event that will result in the termination of the leasing contract;

- The nature of the contract of employment of the Named Driver is other than permanent and full time;
- The Named Driver resigns only to start a new contract of employment with a company belonging to the same group with the Customer, given that the new employment is in Finland and the Named Driver still has the right to have a company car in the same price or other defining category;
- The Named Driver loses his/her right to operate the Vehicle due to other than medical reason or does not possess (or has never possessed) a right to operate the Vehicle according to Finnish legislation;
- The mileage driven by the Vehicle at the time of Loss is more than 10%, but no less than 10.000 km, higher than the mileage according to the leasing contract;
- The Vehicle is not serviced according to the standards set by the importer and manufacturer of the Vehicle; or
- General maintenance of the Vehicle has clearly been neglected resulting in decrease in the value of the Vehicle.

4.5 Handling of the Losses

The Customer shall deliver a written application for compensation (claim report) to LeasePlan Finland immediately after the Customer has become aware of a Loss or a possible Loss and in any case before returning the Vehicle to LeasePlan Finland.

The Insurance Company fulfils its obligation to compensate a Loss by paying an amount according to these terms to LeasePlan Finland or the Customer.

5 Customer responsibility to provide information

In order to avoid Losses and reduce costs of Losses and to assist in settling a Loss, the Customer shall always:

- Report immediately any necessary information relating to the length of the leasing contract period to LeasePlan Finland; and
- Provide information imperative to the handling of a Loss, including information on medical status and contract of employment of the Named Driver. (For the avoidance of doubt, handling of a Loss under the early termination cover does not require detailed medical information, such as information on the nature of possible illness.)



6 Insurance premium and validity of insurance

Insurance Company has the right to change the premium according to the General Terms and the premium renewal table.

The early termination cover is valid for the Vehicle for a period of which insurance premium has been paid and is automatically cancelled once the leasing contract of the Vehicle or Motor Liability and Full Comprehensive Insurance placed with the Insurance Company is terminated. In case the Customer wishes

to cancel the early termination cover before the end of the leasing contract, premium already invoiced is not refunded and no Loss is covered after the cancellation of the cover. Early termination cover cannot be added to the leasing contract of a Vehicle which had, but subsequently cancelled the cover.

In case a Vehicle comes under the possession of the Customer as a used Vehicle (transfer of leasing contract), the Vehicle is subject to the Excess period.

Termination of the early termination cover policy is subject to the General Terms.