

Insurance Terms

4.6 Insurance

Drive4joy has insured all vehicles comprehensively. The insurance premium is included in the monthly subscription fee, which is the subscription price. The user cannot enter into insurance contracts with other insurers regarding the vehicle. For the full terms and conditions, please refer to Drive4joy's insurance policy.

The insurance provides comprehensive coverage and has a deductible of €500.00 per incident for the user.

4.6.1 Drive4joy has taken out third-party liability insurance (WA-verzekering) and coverage for casco damage for the car. If damage cannot be claimed from a third party, you will have a deductible. In case of theft of the car or if the car is declared a total loss, the deductible also applies. This deductible is charged per non-recoverable damage incident. The deductible is €500.00 per incident. For damage to tires, the deductible applies. There is no deductible for windshield damage if you repair the windshield with a resin injection. However, if the windshield needs replacement, the deductible will be charged up to a maximum of €68.00. The maximum insured amount for Third Party Liability is €2,500,000 per incident.

4.6.2 If the car is stolen and/or if there is damage to the car, you must inform Drive4joy or the insurance company (Drive4joy@aon.nl) within 24 hours. You must also send a fully completed claim form and statements from witnesses and/or other documents regarding the incident to Drive4joy and the insurance company as soon as possible. All damages must be reported to Drive4joy and the insurance company (Drive4joy@aon.nl).

4.6.3 If you have damage to the car, you must, if possible, have a police report and/or incident report made and send it to Drive4joy. If the car is stolen, you must always have a police report and/or incident report made.

4.6.4 If your notification to Drive4joy or the insurance company is late or incomplete, you are liable for the resulting damages. Damages that you have not reported must be reimbursed to Drive4joy after the final return of the car.

4.6.5 If there is damage to the car because you or your co-driver drove under the influence of alcohol, drugs, or medication affecting driving ability, you must pay for all resulting damages and costs.

4.6.6 You must not do anything that could harm the interests of Drive4joy and/or the insurance company. You must not do, say, or declare anything that could imply liability or obligation to pay damages.

4.6.7 You or your co-driver must immediately bring the car to a Service Center for assessment and/or repair after the occurrence of damage.

4.6.8 The subscription includes Personal Accident Insurance (OVI). In case of an

accident, you are entitled to the following benefits: OVI: for bodily injury, a fixed amount (€30,000 for total disability and €15,000 in case of death).

4.7 Exclusions from insurance coverage

4.7.1 Damage that is the intended or certain consequence of an act or omission of the insured.

4.7.2 Damage caused while the actual driver is legally (and/or according to article 5.4 of Drive4joy's General Terms and Conditions) unauthorized to operate the motor vehicle.

4.7.3 Damage caused during:

4.7.3.1 Participation in speed contests or rally driving.

4.7.3.2 Regularity or skill contests.

4.7.3.3 Rental of the motor vehicle.

4.7.3.4 Professional transportation of persons or goods, including dangerous or environmentally hazardous substances for which a legal permit is required.

NB. The exclusions mentioned above do not apply to the insured who can demonstrate that the circumstances therein occurred without his knowledge and against his will, and for which he cannot reasonably be blamed.

4.7.4 Damage arising from or caused by armed conflict, civil war, rebellion, domestic unrest, riot, or mutiny.

NB. The definitions of these terms are those deposited by the Association of Insurers in the Netherlands on November 2, 1981, at the registry of the District Court of The Hague under number 136/1981.

4.7.5 Damage caused by, occurring during, or resulting from nuclear reactions, regardless of how they originated.

4.7.6 Damage arising while the motor vehicle is seized or used under a decision of a civil or military authority.

4.7.7 Damage to property owned by the policyholder or the driver, or which they have in their possession for any reason, unless otherwise specified in the policy.

4.7.8 Damage caused by those who have obtained control over the motor vehicle through theft or violence and by those who, knowing this, use the motor vehicle for valid reasons.

4.7.9 Damage arising while the driver of the motor vehicle at the time of the incident was under the influence of alcoholic beverages or any intoxicating or stimulating substance to such an extent that he should not have been capable of driving the motor

vehicle properly.

4.7.10 Damage due to embezzlement, fraud, joyriding, and theft, to the extent that it results from insufficient care for those objects by the driver.

4.7.11 Damage caused by any of the actions prohibited according to article 5.4 of these general terms and conditions.

Please note that the Dutch version of this document is always legally leading and binding.