



GREENVAL INSURANCE
BNP PARIBAS GROUP

GREENVAL INSURANCE DAC

**COMPREHENSIVE MOTOR
PRIVATE LEASE INSURANCE POLICY
CONDITIONS**



TABLE OF CONTENTS

Section 1 – General Conditions (including Policy Summary).....	3
Section 2 – Policy Definitions	9
Section 3A – Third Party Liability.....	13
Section 3B – Third Party Liability – Extensions	13
Section 3C – Third Party Liability – Exclusions	14
Section 4A - Damage to the Vehicle.....	17
Section 4B – Fire and Theft	17
Section 4C – Extensions to 4A and 4B.....	19
Section 4D – Exclusions and Limitations to Sections 4A-C	20
Section 5 – Foreign Use Cover	23
Section 6 – Additional General Conditions	23

Useful telephone numbers

Customer Service & Claims Helpline:

Arval: +47 23 00 70 70

TPA (Crawford & Company): +47 67 55 25 00

Call this 24-hour number if you need to report a claim on your policy.



Section 1 – General Conditions (including Policy Summary)

1.1 The Insurer

The Insurer is Greenval Insurance DAC ("Greenval" or "us" or "we" or the Insurer). Greenval is a private limited company registered in the Republic of Ireland, its registration number is 432783 and its registered office is at Second Floor, The Anchorage, 17-19 Sir John Rogerson's Quay, Dublin 2, D02 DT18. We are authorised and regulated by the Central Bank of Ireland in Ireland with registration number C45741 and by the Norwegian Financial Supervisory Authority (the "NFSA") for conducting cross-border insurance business in Norway.

1.2 The Policy and Definitions

The Policy consists of:

- The Policy Conditions detailed within this Policy:
 - Section 1 General Conditions (including Policy Summary)
 - Section 2 Policy Definitions;
 - Section 3A Damage to the Vehicle;
 - Section 3B Fire and Theft;
 - Section 3C Extensions to 3A and 3B;
 - Section 3D Exclusions and Limitations to 3A-C;
 - Section 4 Foreign Use Cover; and
 - Section 5 Additional General Conditions
- Any Endorsement to the Policy from time to time; and
- The Certificate of Motor Insurance (Certificate)
- The Policy Proposal Form and the Schedule of Vehicles, Trailers and Special Types
- The Greenval Driver Acceptance Criteria
- The Norwegian Insurance Contracts Act ("NICA", Norwegian: "Lov om forsikringsavtaler (forsikringsavtaleloven)")

The definitions in the Policy where they appear in the Certificate, this Policy and any Endorsement shall have the same meaning as in the Policy or as prescribed by law.

The Policy is produced by Greenval Insurance DAC. The full policy conditions are available at Arval Norway's website: www.arval.no/forsikring

1.3 Please read this Policy

It is important that the Policyholder reads the Policy to ensure that the Policyholder understands it and that it meets their requirements.

1.4 The Policyholder, the Territory and the Period of Insurance

- 1.4.1 The Policyholder is the person legal or otherwise defined as such in the Policy Schedule/Master Policy.
- 1.4.2 The Territory is Norway and any country which the Commission of the European Community approves as meeting the requirements of Article 8(2) of the European Community Directive on Insurance of Civil Liabilities arising from using motor vehicles (number 2009/103/EC). MOD insurance cover also extends to the non-European countries specified on the Greencard for a time period of 3 months, excluding Ukraine, Russia, Belarus, Iran, Israel.
- 1.4.3 The Commencement Date of the Policy is the date of which the agreement is signed/accepted by both parties or from a later agreed date.



- 1.4.4 Subject to Sections 1.6 and Section 6, the Period of Insurance is the twelve-month period from 12 AM on the Commencement Date, specified in the Policy Schedule/Master Policy. Greenval reserves the right to modify the Premium in accordance with Section 6.15 of this Policy: the new Premium, tax rate, and any applicable levy together with the new Policy will be notified to the Policyholder one month prior to the anniversary of the Commencement Date. Unless receipt of contrary instructions from the Policyholder prior to the anniversary of the Commencement Date, the Policy will renew at the new Premium terms, subject to timely receipt of the Premium, tax rate, and any applicable levy in accordance with Section 1.6 of this Policy and subject to the Insurer's rights in Section 1.6 and Section 6 of this Policy generally.

1.5 Changes which may affect the Risk

The Policyholder must notify the Insurer at the earliest opportunity of any changes within the knowledge of the Policyholder which may affect the risks to the Policyholder under this Policy. Failure to do so could result in the Insurer refusing Indemnity under the Policy.

The changes include but are not limited to:

- There is a change in the insureds leasing and/or management contract with Arval Norway, including if this leasing and / or management contract expires or terminates for any reason; or
- The Policyholder sells a Vehicle, changes a Vehicle or a Vehicle's registration number or gets another vehicle; or
- The Policyholder changes its address; or
- A Vehicle is modified or changed in a way from the manufacturer's original specification and / or in a way contrary to the provisions of Section 2.32 below.
- The insured wants to add a Driver falling outside the drivers acceptance criteria; or
- There is a change in the purpose for which a Vehicle is used; or
- There is a change in estimated annual mileage provided by the Policyholder for the Vehicles ; or
- A Driver ceases to comply with the conditions set out in Section 1.10 below; or
- If any Vehicle will be driven or based outside Norway

This list is not exhaustive and if the Policyholder is unsure about whether to notify the Insurer about something, please contact Greenval Insurance DAC.

1.6 The Premium Insurance Premium Tax and any Levies

- 1.6.1 The Premium is calculated as an annual charge and is the amount determined by the Insurer by reference amongst other things to the number of Vehicles covered and the types of cover purchased by the Policyholder. The Insurer will add to the Premium the motor tax at that rate which it is obliged to charge to the Policyholder and any levy imposed on the Insurer by any government or governmental authority in Ireland or Norway. The Premium, the tax, and any applicable levy, will be payable by the Policyholder in monthly instalments and within one (1) month of the date of the invoice. Premium will be billed to the customer as part of their lease payment for the vehicle.
- 1.6.2 The Premium Insurance, tax, and any applicable levy will be collected by Greenval via Arval Norway. The monthly instalment will be considered paid by the Policyholder when:



- a. money, a cheque or some other payment order has been sent to the insurers by mail or by telegram,
- b. the amount has been paid via a post office or a bank, or
- c. a payment order has been submitted to a bank.

1.6.3 Where the Policyholder does not pay an Instalment on the due date, the Insurer shall be entitled to give the Policyholder fourteen (14) days stating that the Policy will lapse if the Instalment is not paid within that period or within such period as provided in the NICA. Upon lapse of the Policy the Insurance Certificates becomes null and void.

1.6.4 If evidence has been provided that the Policyholder has been unable to pay within the payment period due to unforeseen problems for which the Policyholder cannot be held responsible, the liability of the Insurer will continue for a period of three months beyond the payment period.

1.6.5 The Insurer is entitled to a premium for the period during which the Insurer has been liable.

1.6.6 The Premium may be modified as provided in Section 6.15 below in which case the Policyholder undertakes to pay the modified Premium, tax, and any applicable levy as provided in that Section.

1.7 **Compliance with the Policy and the Law**

The Policyholder undertakes to comply during the Period of Insurance with all the provisions including conditions of the Policy and all laws and regulatory requirements applying to the Policyholder, including the Norwegian Data Protection rules and all laws and applicable regulatory requirements related to the Policyholder's operation and use of the Vehicles and further undertakes not to do any act or thing which would cause the Insurer to be in breach of the terms of the Insurer's authorisation, any applicable law or any regulatory requirements.

1.8 **Warranties and Undertaking by the Policyholder**

The Policyholder is reminded of their obligations in the Policy including the obligation to disclose all Material Facts.

The Policyholder warrants (i) that all information provided by the Policyholder or contained in the Policy is true accurate and complete and reflects Policyholder's requirements and (ii) undertakes to notify the Insurer immediately of any changes that it reasonably becomes aware of which affect the risks insured by this Policy.

1.9A **Third Party Liability**

The Insurer will indemnify the Insured as provided in Section 3A of the Policy, and for any of the Extensions as set out in Section 3B where so provided in the Policy Schedule/Master Policy, subject to the Policyholder complying with the terms of the Policy and subject to the Policy's limitations, conditions and exclusions.

1.9A **Damage to the Vehicle**

The Insurer will provide cover for damage to the Vehicle as set out in Section 3A, where so provided in the Policy Schedule/Master Policy, subject to the Policyholder complying with the terms of the Policy and subject to the Policy limitations, conditions and exclusions.

1.9B **Fire and Theft**

The Insurer will provide cover for Fire and Theft as set out in Section 3B, where so provided in the Policy Schedule/Master Policy, subject to the Policy limitations, conditions and exclusions and subject to the Policyholder complying with the terms of the Policy.



1.9.C Safety and Security Regulations

The Policyholder and/or Driver is required to comply with the Safety and Security Regulations as set out in Section 7 of this policy. The insurer can wholly or partially be without liability if a Safety or Security Regulation has been violated, unless where the Policyholder and/or Driver is not or only marginally to blame.

1.9D Extensions to Cover

The Insurer will provide the extensions to the cover in Sections 3A and 3B where so provided in Section 4C, where so provided in the Policy Schedule/Master Policy, subject to the Policy limitations, conditions and exclusions and subject to the Policyholder complying with the terms of the Policy.



1.9D Foreign Use

The Insurer will provide the Foreign Use cover set out in Section 5 where so provided in the Policy Schedule/Master Policy and any Endorsement to the Policy and subject to the Policyholder complying with the terms of the Policy and subject to the Policy's limitations, conditions and exclusions.

1.10 Drivers

For the purpose of this Policy, a Driver is any person permitted by the Policyholder to drive its vehicle and who is legally qualified to drive the insured vehicle, with a valid Norwegian/EU driving licence.

1.11 Policyholder Excess

Where applicable, the insured shall contribute to the cost of claims as set out in the Policy Conditions and/or Master Lease Agreement.

1.12 Complaints

An enquiry or complaint about the terms of this Policy may be made to the Insurer at its registered address specified above or via Arval Norway. Our Complaints policy is set out at Paragraph 6.12 of this Policy.

1.13 Data Protection Acts

1.13.1 For the purposes of the Data Protection Acts 1988 and 2003, the data controller/ data processor in relation to the personal data provided by the Policyholder is Greenval Insurance DAC having its registered office at Second Floor, The Anchorage, 17-19 Sir John Rogerson's Quay, Dublin 2, D02 DT18.

1.13.2 The Policyholder may use these contact details or email us at info@greenval-insurance.ie if the Policyholder has any questions about this section of this Policy or the use of personal data.

1.13.3 Both the Insurer and the Policyholder shall be required to use, collect, store and process personal data. The provisions of Clause 6.16 of this Policy shall apply.

1.13.4 The Policyholder/insured consents to Greenval, collecting, processing and disclosing personal data received from the Policyholder either directly or through Arval Norway in accordance with our Data Protection agreement set out

1.14 Motor Insurance Database

1.14.1 Information in relation to the Policy and other Information as required by law will be provided initially by the Insurer to the Motor Insurance Database (MID) run by the Motor Insurers Bureau (MIB).

1.14.2 The MID may be consulted by:

1.14.2.1 The Police for the purposes of establishing whether a driver's use of the Vehicle is likely to be covered by a motor insurance policy and or for the preventing and detecting of crime; or

1.14.2.2 Other Norwegian insurers, the Norwegian Insurance Bureau to ascertain relevant policy information if the Vehicle has been involved in an accident in Norway or abroad; or



1.14.2.3 Persons including a claim in respect of motor traffic accident (including citizens of other countries) may also obtain relevant information which is held by the MID.

1.14.3 If the Policyholder is advised by the Insurer, that it is the Policyholder's responsibility to upload and maintain Vehicles details on the MID, then the Policyholder undertakes to update the MID immediately upon any changes additions or deletions to the Policyholder's Vehicles Schedule on the MID. The Policyholder may be liable to a fine for failing to comply with Road Traffic legislation.

1.15 **No Claims Discount**

The no claims discount is not applicable under the terms of this Policy.

1.16 **Vehicles**

The Policy covers any Vehicles as defined below subject to the terms, limitations, conditions and exclusions of the Policy Schedule/Master Policy.

1.17 **Proper law**

The Policyholder and the Insurer may choose which law applies to this contract. Unless the Insurer agrees with you otherwise, this Policy is governed by Norwegian Law.

1.18 **Term and Termination**

The Term of the Policy is applicable during the periods detailed at Sections 1.4.3 and 1.4.4 of this Policy and subject to the rights of termination detailed in 1.6, and Section 6 of this Policy.

1.19 **Right of Withdrawal**

1.19.1 As a consumer, you have the right to withdraw from the insurance agreement made through distance selling (e.g., online or over the phone). The right of withdrawal entails that this Policy is cancelled.

1.19.2 If you want to exercise your right of withdrawal, you must notify Arval Norway of your intention to withdraw within 14 calendar days from the day the agreement was made. The period starts from the date the agreement is concluded.

1.19.3 You can notify Arval by sending a written notification to Arval Norway indicating that you wish to exercise your right of withdrawal. Ensure that your notification is sent before the end of the withdrawal period to be considered valid.

1.19.4 Upon receiving your withdrawal notification, Arval Norway will refund any payments made by you within 30 days. You will not be refunded for any given period where the insurance has been in force. The refund will be for the full amount paid for any future period (advance payments), as no services will be rendered after the withdrawal.

1.19.5 After notifying Arval Norway of your withdrawal, Arval Norway will process your request and confirm the cancellation of the insurance agreement.
You do not need to return any goods, as this procedure is limited to the insurance agreement itself.

1.20 **Guarantee Fund**



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The Insurer is not a member of the Norwegian Guarantee Fund for non-life insurance or any other guarantee fund applicable to this Policy. This entails that your claim under the insurance will not be covered by any guarantee fund in the case of the Insurers insolvency.

1.21 Conflict

In the event of any conflict between the terms of the Policy Schedule/Master Policy and the Policy Conditions, then the provisions of the Policy Schedule/Master Policy shall apply to the extent of any conflict.

1.22 Language of Communication

The language for communication between the Policyholder and the Insurer is English. All communication between the Insurer and Insured is conducted by way of electronic means. All messages from the Insurer to the Insured shall be deemed received by the Insured if delivered to the Insured via electronic means.



Section 2 – Policy Definitions

In this Policy, words defined below will have the same meaning whenever they are used in the Policy and any Endorsement to the Policy.

- 2.1 **Accessories** means all accessories to or in the Vehicle forming an integral part of the Vehicle including radios, other entertainment and communications equipment connected to a power source within the Vehicle and permanently fitted satellite navigation equipment connected to a power source within the Vehicle and permanently fitted satellite navigation equipment as supplied as standard equipment by the Vehicle manufacturer.
- 2.2 **Affiliate** means any company owned or controlled directly or indirectly by BNP Paribas SA.
- 2.3 **Any one claim** means all claims or legal proceedings consequent upon the same original cause, event facts or circumstance arising during the Period of Insurance shall be regarded as one claim.
- 2.4 **Arval Norway** means Arval AS, vehicle leasing and fleet management company and having its registered office at Gjerdrums vei 4, 0484 Oslo, Norway.
- 2.5 **Certificate or Certificate of Motor Insurance** is the certificate of motor insurance document required by the relevant Road Traffic Acts in the Territory to certify the existence of the minimum compulsory insurance and which is denoted by the current Certificate of Motor Insurance issued by the Insurer and which describes the Policyholder Vehicles, who may drive the said Vehicles and the purpose for which the Vehicles may or may not be used.
- 2.6 **Commercial Vehicle** is a commercial vehicle with a gross weight of 3.5 tonnes or more.
- 2.7 **Comprehensive Cover** means the cover provided by the Policy in Sections 3 to 5 inclusive of the Policy Conditions but only to the extent specified in the Policy Schedule.
- 2.8 **Driver:** For the purpose of this Policy, a Driver means any person driving the Vehicle.
- 2.9 **Endorsement** means a document termed as such, which adds to or modifies the cover provided by the Policy and as is agreed between the Insurer and the Policyholder.
- 2.10 **Green Card** an international insurance certificate.
- 2.11 **Insolvency Event** means in respect of the Policyholder/Insured, that the Policyholder/Insured is unable to pay its debts as they fall due or becomes insolvent or an order is made or a resolution is passed for the liquidation, administration, winding-up or dissolution of the Policyholder/Insured (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a liquidator, administrator, examiner, trustee or similar officer is appointed over all or any substantial part of the assets of the Policyholder/Insured or the Policyholder/Insured enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction or where the Policyholder/Insured is a natural person, he or she files for bankruptcy in any jurisdiction or is made bankrupt or is the subject to bankruptcy proceedings.
- 2.12 **Instalment** means an instalment of the Premium, the tax and any applicable levy.
- 2.13 **Insurer** means Greenval Insurance DAC.
- 2.14 **The Insured** means each of those in respect of whom indemnity is provided by the Insurer under Sections 3 to and including 5 of this Policy and subject to the provisions of this Policy.
- 2.15 **Licence** means a full licence (issued in an EU Member State or EEA Member State) to drive a vehicle of the same class as the Vehicle type.
- 2.16 **Light Commercial Vehicle** means a vehicle which is used which weighs no more than 3.5 tonnes.



- 2.17 **Minibus** means a motor vehicle with between 9 and 16 (inclusive) passenger seats.
- 2.18 **Nuclear Installation** means any installation of such class or description as may be prescribed by acts or regulations from time to time by statutory instrument being an installation adapted for:
- 2.18.1 The production of atomic energy; and/or
 - 2.18.2 The carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which emits or is capable of causing of emission or ionising radiation;
 - 2.18.3 The storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated or use of nuclear fuel.
- 2.19 **Nuclear Reactor** means any plant including any machinery equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.
- 2.20 **Paragraph** means a paragraph in a section of this Policy.
- 2.21 **Passenger** means any person other than the Driver travelling in or getting in to or out of the Vehicle or any trailer or disabled mechanically propelled Vehicle attached to the Vehicle.
- 2.22 **Period of Insurance** is the period measured from the Commencement Date of the Policy up to and including the expiry date and time as shown in the Policy Schedule and in the Certificate.
- 2.23 **Personal Data** means personal data as defined by the Irish Data Protection Acts 1988 and 2003 as amended
- 2.24 **Policy** is as defined in Section 1.2.
- 2.25 **Policyholder** means the person legal or otherwise defined as such in the Policy Schedule/Master Policy.
- 2.26 **Private Vehicle** means any private passenger vehicle with up to and including eight passenger seats.
- 2.27 **Pollution or Contamination** means all pollution or contamination of buildings or other structures or of water or land or the atmosphere.
- 2.28 **Premium** means the Premium as determined in accordance with Section 1.6.
- 2.29 **Third Party** means any third party other than the Policyholder or the Insurer
- 2.30 **Terrorism** means the use of threat of action where:
- 2.30.1 The action falls within sub-Paragraph 2.30.5 below; and/or
 - 2.30.2 The use or threat is intended to influence any government and or to put the public or any section of the public in fear; and /or
 - 2.30.3 The use or threat of any person or persons whether acting alone or in connection with any organisation or government; and/ or
 - 2.30.4 The use or threat is committed for political, religious ideological or similar purposes;
 - 2.30.5 Terrorism also includes actions that:



- 2.30.5.1 Involve the use of force or violence against person or persons;
 - 2.30.5.2 Involve damages to property; and/or
 - 2.30.5.3 Endanger a person's life other than that of the person committing the action; and/or
 - 2.30.5.4 Create a risk to the health and safety of the public or a section of the public; and/or
 - 2.30.5.5 Are designed to interfere with or to disrupt an electronic system; and/or
 - 2.30.5.6 Are acts so designated by the Norwegian Government or any government within the Territory.
- 2.31 **Trailer** means any trailer attached to a Vehicle which is primarily constructed to be towed by a Vehicle. The trailer does not include a disabled mechanically propelled vehicle.
- 2.32 **Vehicle** means any vehicle being a Private Vehicle or Commercial Vehicle or Light Commercial Vehicle (but excluding the types of vehicles listed below) and which is registered in Norway.
- a) Owned by the Policyholder; or
 - b) Leased by the Policyholder

And

- i. for which the Policyholder has entered into an agreement for the provision of fleet management services; and
- ii. which is listed in the Policy Schedule or for which details have been supplied to Arval Norway and which have been accepted by Greenval in writing.

The following types of vehicles are excluded:

- Cherry Pickers;
- Gross Vehicle Weight >3,5T;
- Ice Cream Vans;
- Kit Cars;
- Right Hand Drive;
- Minibus / Coach > 8 passenger seats;
- Motorcycles;
- Skip Wagons;
- Vehicles designed or adapted for military/enforcement use;
- Vehicles not designed to run on "terra firma";
- Vehicles on rails or air cushions;
- Forklifts;



Section 3A – Third Party Liability

Where provided in a Policy Schedule, the Insurer indemnifies the Policyholder and the Drivers of the Vehicles, in accordance with the provisions of this Section 3A, subject to the limitations, conditions and exclusions set out in Section 3C and the Policy, and subject to the Policyholder complying with the terms of the Policy.

3A.1 Third Party Indemnity

The insurance covers the policyholder's liability pursuant to the Norwegian Motor Vehicle Liability Act No. 3 of 3 February 1961 ("MVLA").

3A.2 Limit of Liability

The liability of the Insurer in respect of damage to property which is not the property of the Driver or the Policyholder including all consequences of that damage which results from an accident or series of accidents arising out of one event shall be limited to NOK 100m in respect of a Vehicle for any one claim or number of claims arising out of one event. No limit shall apply in respect of bodily injury.

3A.3 Trailer

Where cover applies under Paragraph 3A.1, the Policy will also apply to any Trailer attached to the Vehicle and/or to a Trailer which is temporarily detached from the Vehicle (and not attached to another vehicle).

3A.4 Excess

Not applicable.

3A.5 Costs and Expenses

3A.5.1 The Insurer will at its own option indemnify the Policyholder or the Driver where cover is provided under Section 3A.1 and where it exercises the option to indemnify, the Insurer will pay:

3A.5.1.1 Necessary and reasonable legal fees and costs of up to NOK 100 000 incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against the Driver, including fees necessary for the defending any criminal proceedings relating to an accident that has resulted in a fatal injury.

3A.5.1.3 Necessary and reasonable legal expenses of up to NOK 100 000 in respect of any proceedings taken against the Policyholder or a Driver under Paragraph 3A.1 for manslaughter, or for reckless or dangerous driving causing death in respect of his or her driving at the time of the accident.

3A.5.1.4 Subject to the Insurer reserving the right at any time to exclude any further liability on payment to the Policyholder of the expenses incurred to that date.

Section 3B – Third Party Liability – Extensions

The following extensions to the Third Party Liability cover in **Section 3A** may apply where specifically stated to be covered by the Policy Schedule.



3B.1 Towing Disabled Vehicles

The Insurer will indemnify the Policyholder where cover is provided under Section 3A, whilst the Vehicle is being used for the purpose of towing one mechanically disabled vehicle provided: (i) the towed mechanically disabled vehicle is not towed for reward; (ii) the Insurer will not be liable in respect of damage to the towed vehicle or injury to persons or damage to property being conveyed in or on such vehicle; and (iii) such towing is not unlawful.

3B.2 Cross Liability in this Policy

If the Policy is issued in the name of more than one party, the cover provided by Section 3A shall apply as if separate Policies had been issued to each of the parties jointly named as the Policyholder but the total liability of the Policyholder for all claims shall not exceed the Limit of Indemnity stated in Section 3A.2 above.

Section 3C – Third Party Liability – Exclusions

3C.1 The Insurer shall not be liable other than in the context of statutory limits for third party liability under laws of Norway:

3C.1.1 If to the best knowledge of the Policyholder, the Driver does not hold a valid driver's licence in the Territory.

3C.1.2 For death of or bodily injury to any person arising out of, or in the course of, that person's employment by the person claiming indemnity under this section except where it is necessary to meet the requirements of the Road Traffic legislation if insurance cover in respect of liability for such death or bodily injury is in fact provided pursuant to a requirement of any compulsory Employers' Liability legislation within the Territory.

3C.1.3 Any liability arising from a contract or agreement which has arisen, in the absence of a written and executed version of such contract or agreement.

3C.1.4 For death of or bodily injury to any person or damage to property, caused by or attributed to the spraying or spreading of any chemical by any agricultural tractor, self-propelled agricultural or forestry machine, Vehicle or any Trailer attached to such Vehicle.

3C.1.5 Under Section 3B.1 if the obstructing vehicle is:

3C.1.5.1 Moved by any person other than the Policyholder or an authorised Driver; or

3C.1.5.2 The Policyholder's (or the Driver's) property or if the obstructing vehicle is held by such Policyholder or Driver under a hire purchase agreement or hired by the Policyholder or Driver or is loaned or leased to the Policyholder or Driver; and

3C.1.5.3 Driven by any person who does not hold a full Licence unless such person has held and is not disqualified from holding or obtaining such a Licence.

3C.1.6 Under Section 3B.2, in respect of damage to or loss of property in or on the obstructing vehicle.

3C.1.7 Unless agreed with the insurer prior to inception, any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the Vehicle whilst in or on that part of any aerodrome, airfield, airport or military installation provided for:



- 3C.1.7.1 The takeoff or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground; or
- 3C.1.7.2 Aircraft parking including any associated service roads, refueling areas, ground equipment parking areas, aprons, maintenance areas and hangars.
- 3C.1.8 For death of or bodily injury to any person or damage to property directly or indirectly caused by Pollution or contamination unless the Pollution or Contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident took place.
- 3C.1.9 For death of or bodily injury to any person or damage to property directly or indirectly attributed to:
- 3C.1.9.1 Any defects in or the action of any commodities or goods or anything (including packaging containers and labels) transported by or disposed of from the Vehicle or any vehicle not the Policyholder's property or provided by the Policyholder.
- 3C.1.9.2 If in the course of the Insurer's investigation it transpires that treatment was given or services provided at or from the Vehicle or any other vehicle.
- 3C.1.10 This insurance does not cover liability for fines, penalties, punitive or exemplary damages.
- 3C.1.11 Where any person has committed a deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate killing charge.
- 3C.1.12 For death, injury or damage resulting from the explosion of any pressurized container which is part of plant attached to the Vehicle except so far as is necessary to satisfy the Road Traffic Acts.
- 3C.1.13 For any claim which falls under the following exceptions, any accident, injury loss or damage arising out of the Policyholder's Vehicle being used for:
- 3C.1.13.1 racing;
- 3C.1.13.2 pacemaking;
- 3C.1.13.3 reliability trials;
- 3C.1.13.4 speed testing; or
- 3C.1.13.5 use in connection with motor rallies or trials.
- 3C.1.14 Any loss, damage, or liability whilst the Vehicle is being driven or used for carriage of explosive chemicals, chemical byproducts, acids or goods of a generally dangerous or inflammable nature (except where such is not transported solely for commercial reward but may be used in connection with a trade or service).
- 3C.1.15 Any loss damage or liability whilst the Policyholder's Vehicle is being driven or used for the conveying of a load in excess of that for which the Vehicle was constructed or in excess of the maximum carrying capacity of the Policyholder's Vehicle or while any load is being conveyed in an unsafe condition.
- 3C.1.16 The Insurer will not insure the Policyholder for any loss, claim or liability whatsoever arising from:



- 3C.1.16.1 Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - 3C.1.16.2 The radioactive toxic, explosive or other hazardous contaminating properties of any nuclear installation, nuclear reactor or other explosive assembly or nuclear component thereof; or
 - 3C.1.16.3 Any weapon or device employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter; or
 - 3C.1.16.4 The radioactive, toxic explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion i) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial agricultural, medical scientific or other peaceful purposes; or
- 3C.1.17 The Insurer will not insure the Policyholder for claims arising from any consequence of Terrorism war, invasion, act of foreign enemies, hostilities (whether war has been declared or not) civil war, rebellion revolution, insurrection, military coup or seized power, except where it is necessary to meet the requirements of the Road Traffic Acts for compulsory third party insurance.
- 3C1.18 The Insurer will not pay for loss or damage arising out of an accident if You or any Insured Person(s): Has breath, blood or urine alcohol / drug levels above the legal limit in the road traffic legislation.
- 3C1.19 The Insurer is not liable for damage caused intentionally by the Policyholder or driver.
- 3C1.20 The Insurer is not liable for damage caused by gross negligence. The degree of liability by the insurer is determined by taking into account the degree of fault, the course of events, whether the Insured was in a self-inflicted state of intoxication, and the circumstances in general.

The Exclusions and limitations detailed in this Policy do not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Territory but only to the minimum levels provided by law.



Section 4A - Damage to the Vehicle

The following extension to the Third Party Liability cover in Section 3A may apply where specifically stated to be covered by the Policy Schedule.

- 4A.1 This Section 4A provides the Policyholder with the following loss or damage cover in respect of the Vehicle:
- If the Vehicle and its Accessories is/are lost, or damaged by accidental damage or malicious damage (excluding malicious damage by anyone employed by the Policyholder) or damage caused by vandalism;
- 4A.2 The Policyholder agrees that the Insurer at its option may:
- repair the damage themselves; or
 - pay to have the damage repaired; or
 - pay to replace what is lost or damaged if this is more cost effective than replacing it with but subject to Section 4D below; or
 - pay to the Policyholder an amount equal to the loss or damage.
- 4A.3 The Insurer will not pay more than the market value of the Vehicle at the time of the loss, except in case of total loss in which case the Insurer will pay the higher of the market value or the book value of the Vehicle at the time of loss.
- 4A.4 If the damage covered under this Section is repaired by an Insurer approved repairer and so notified by the Insurer or Arval to the Policyholder, the Policyholder (or Driver) does not need to obtain any estimates and repairs will begin immediately after authorisation by the Insurer. The Insurer will arrange for the approved repairer to contact the Policyholder. The Policyholder (or Driver) shall use an approved repairer in all cases unless this is not possible for exceptional reasons.
- 4A.5 However, if the Policyholder (or Driver) chooses its own repairer to carry out the repairs, the Policyholder (or Driver) must send the Insurer at least two detailed repair estimates as soon as reasonably possible. The Insurer will only be liable to pay those repair costs, if the Insurer has agreed that the repair costs according to the submitted estimates are reasonable and if the Insurer has issued an authorisation to the repairer. The Insurer will have the right to inspect the repair.
- 4A.6 The Insurer reserves the right to request additional estimates; the Insurer may not pay more than the repair cost the approved repairer would have charged for the equivalent repair.
- 4A.7 The Insurer is subrogated into the rights over the Vehicle up to and limited to the amount paid under this Section; in the case of total loss, the Insurer will be entitled up to and limited to the amount paid under this Section to the proceeds of the sale of the wreck of the Vehicle.
- 4A.8 Where applicable, the Policyholder shall contribute to the cost of claims as set out in the Policy Conditions and/ or Master Lease Agreement.



Section 4B – Fire and Theft

The following extension to the Third Party Liability cover in Section 3A may apply where specifically stated to be covered by the Policy Schedule.

4B.1 This Section 4B provides the Policyholder with the following cover for Fire and Theft, if the Vehicle and its Accessories is/are lost or damaged caused by:

4B.1.1 fire, self-ignition, lightening or explosion but excluding damage to that part where the fire originates; or

4B.1.2 theft or attempted theft,

The Policyholder agrees that the Insurer at its option may:

- pay to have the damage repaired; or
- pay to replace what is lost or damaged if this is more cost effective than replacing it with but subject to Section 4D below; or
- pay the Policyholder an amount equal to the loss or damage.

4B.2 The Insurer will not pay more than the market value of the Vehicle at the time of the loss, except where the Vehicle is stolen, in which case the Insurer will pay the higher of the market value or the book value of the Vehicle at the time of loss.

4B.3 If the damage covered under this Section 4B is repaired by a repairer approved by the Insurer, the Policyholder (or Driver) does not need to obtain any estimates and repairs will begin immediately after authorisation by the Insurer. The Insurer will arrange for the approved repairer to contact the Policyholder (or Driver). The Policyholder (or Driver) shall use an approved repairer in all cases unless this is not possible for exceptional reasons.

4B.4 However, if the Policyholder (or Driver) chooses its own repairer to carry out the repairs, the Policyholder (or Driver) must send the Insurer at least two detailed repair estimates as soon as reasonably possible. The Insurer will only be liable to pay those repair costs, if the Insurer has agreed that the repair costs according to the submitted estimates are reasonable and if the Insurer has issued an authorisation to the repairer. The Insurer will have the right to inspect the repair.

4B.5 The Insurer reserves the right to request additional estimates; the Insurer may not pay more than the repair cost the approved repairer would have charged for the equivalent repair.

4B.6 The Insurer is subrogated into the rights over the Vehicle up to and limited to the amount paid under this Section; in the case of total loss, the Insurer will be entitled up to and limited to the amount paid under this Section to the proceeds of the sale of the wreck of the Vehicle or of the recovered Vehicle.



Section 4C – Extensions to 4A and 4B

4C Extensions to Loss or Damage Cover

The following extension to the cover set out in Sections 4A and 4B may apply where specifically stated to be covered by the Policy Schedule.

4C.2 Personal Accident Benefits

If the Driver and/or Passenger(s) of the Vehicle is/are accidentally injured in direct connection with an accident arising from the use of the Vehicle or whilst travelling in, or getting onto or out of the Vehicle, then if within three months of the accident, the injury is the sole cause of:

- a. Death;
- b. Loss of any limb [by physical severance at or above the wrists or ankle];
- c. Irrecoverable loss of sight in one or both eyes;

the Insurer will pay to the Driver and/or Passenger(s) (or his/her legal representative) a benefit of up to NOK 100,000, except that no payment will be made:

- For any intentional self-injury, suicide or attempted suicide;
- For death or bodily injury resulting from or contributed to or accelerated by the abuse of alcohol or drugs, while under the influence of drink or drugs;
- In respect of further loss of or injury to any limb or eye which was defective prior to any accident cover by this insurance;
- For any amount in excess of NOK 100,000 in any one Period of Insurance.

4C.3 Windscreen and Glass Damage

If during the Period of Insurance in respect of the Vehicle, the glass in the front windscreen, the side or rear windows of the car is accidentally damaged, the Insurer will pay the lesser of the cost of repairing or replacing it. The Insurer will also pay for any repair to the bodywork of the Vehicle that has been damaged by broken glass from the windscreen or side or rear windows. If the Policyholder uses a repairer approved by the Insurer, then the cover will not be subject to the excess specified in section 4D.10. If the Policyholder does not use a repairer approved by the Insurer then the excess will apply.



Section 4D – Exclusions and Limitations to Sections 4A-C

4D.1 Exclusions and Limitations

The cover provided by Sections 4A to and including 4C does not cover or extend to or does not apply as the case may be in each of the following events or circumstances:

- a. Damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving the Vehicle; or
- b. Any losses sustained by reason of the Vehicle or any Accessories being lost or damaged due to fraud or false representation; or
- c. Any diminution in value of the Vehicle following repair thereof; or
- d. Loss of or damage to the Vehicle arising from it being impounded by any Police Authority or any other person acting in accordance with direct instructions of any Police Authority as a result of an accident or vehicle licensing offence or customs and excise offence or loss or damage arising from it being impounded arising from any breach of the law or loss or damage for any penalties imposed because of the incorrect disposal of the Vehicle deemed to be an End of Life Vehicle; or
- e. Loss of use of the Vehicle including where possession is obtained by misrepresentation or deception or any other loss or damage other than expressly and specifically insured under sections 4A to 4C; or
- f. Mechanical, electrical, electronic, computer failures or breakages or damage to the transmission of the Vehicle by application of the brakes or damage arising from the use of incorrect fuel; or
- g. Loss of petrol or diesel fuel by any means; or
- h. Wear and tear or depreciation in the value of the Vehicle or that part of the costs of repair which improves the Vehicle beyond its condition at the time of the loss or damage; or
- i. Loss or damage if any security or tracking device which the Insurer has insisted is fitted to the car has not been set or is not in full working order; or
- j. Loss or damage caused to the Vehicle if at the time of the incident it was under the custody or control of anyone with your permission who is not covered under this Policy;
- k. Loss or damage to the Vehicle and or / its contents as a result of someone taking it by fraud or trickery while pretending to be a buyer; or
- l. Loss or damage to the Vehicle by theft, attempted theft unless it has been reported to the police and a crime reference number obtained; or
- m. Loss or damage deliberately caused by any person entitled to be covered under this policy or any person acting on their behalf; or
- n. Loss or damage resulting from incorrectly maintaining or fuelling the Vehicle or from the use of substandard fuel lubricants or parts; or
- o. Loss of or damage to the Vehicle caused by a person known to you taking the car without your permission unless the person is reported to the police for taking the car without your permission; or



- p. Costs resulting from loss of use of the Vehicle; or
- q. The Insurer will not pay for loss or damage arising out of an accident if You or any Insured Person(s): Has breath, blood or urine alcohol / drug levels above the legal limit in the road traffic legislation; or
- r. Damage caused intentionally by the Policyholder or driver; or
- s. Damage caused by gross negligence. The degree of liability by the Insurer is determined by taking into account the degree of fault, the course of events, whether the Insured was in a self-inflicted state of intoxication, and the circumstances in general; or
- t. Loss or damage to work tools or apparatus, personal effects or belongings (such as phone, wallet, laptop, etc.); or
- u. Loss or damage to outer parts of vehicle which were subject to modification (unless prior approval has been granted by Arval); or
- v. Loss or damage to additional fixtures/ fit-out to vehicle interior or exterior

4D.3 Obsolete Parts

Section 4 does not cover in respect of a part of the Vehicle any amount in excess of the price shown in the manufacturer's last list price at the date of loss or damage where that part is unobtainable or obsolete.

4D.4 Sound Reproducing Equipment and Communications Equipment

Section 4 does not cover loss to Sound Reproducing Equipment and Communications Equipment unless fitted as an Accessory by the manufacturer at first registration.

4D.5 Subsequent Damage

Section 4 does not cover any additional damage resulting from the Vehicle being moved by the Driver or any person after an accident or fire.

4D.6 Associated incidents

The Insurer will not pay for any losses that are not directly associated with the incident that caused you to claim, unless expressly stated in the Policy.

4D.7 Security

Section 4 does not cover loss of or damage to the Vehicle arising from theft or attempted theft if:

- a. The immobiliser fitted by the Vehicle manufacturer or fitted post manufacture or as specified and agreed by the Insurer, has not been maintained in working order at all times and has not been activated when the Vehicle is parked and unattended; and
- b. The keys or other device which unlocks the Vehicle have been left in or on the Vehicle or not removed to a safe and secure place.

4D.8 Trailers

Section 4 does not cover loss of or damage to any Trailer unless full details of such Trailer had been given to and accepted by the Insurer.

4D.9 In custody



Section 4 does not cover loss of or damage caused whilst the Vehicle is being held in the custody or control of any Police Authority or any other person acting in accordance with direct instructions of any Police Authority.

4D.10 Excess

Section 4 does not cover the first part of each claim (the excess). The excess applicable to claims under sections 4A & 4B of this policy is outlined within the Master Lease Agreement. The excess applicable to replacement of glass/ windscreens is NOK 3000. Excess is not applied to repair of existing glass/ windscreens.

4D.11 Windscreens

The Insurer will not pay for:

- any amount over NOK 8000 for replacement or NOK 700 for repair if the work is not carried out by an approved repairer
- damage caused by wear and tear or negligence



Section 5 – Foreign Use Cover

5 Foreign use cover

- 5.1 The cover provided by section 3A is limited to liability to a Third Party or Third Parties as provided in section 3A in respect of an accident occurring in the Territory, except that where the accident occurred outside Norway, the Insurer will only provide the minimum indemnity necessary to comply with the laws relating to compulsory insurance of motor vehicles.
- 5.2 If any Vehicle will be driven or based outside the Territory, the Policyholder undertakes to notify the Insurer and provide such information as requested by the Insurer related to any such activity including the date the Vehicle will be moved or driven outside the Territory, the return date, the countries that will be visited or the country in which they are to be based.
- 5.3 Subject to the Policyholder providing the Insurer with the Paragraph 5.2 information and provided the Policyholder has paid or agreed to pay in a manner satisfactory to the Insurer any additional Premium, IPT and any applicable levy required by the Insurer, the Insurer may provide the Policyholder with such additional cover, under part or parts of Sections 3 and 4 as set out in any Endorsement to the Policy, while the Policyholder is using the Vehicle outside the Territory.

Section 6 – Additional General Conditions

- 6.1 **Condition Precedent.** It is a condition precedent to the Insurer being liable under any Section of this Policy that all information provided by the Policyholder is true to the best of the Policyholder's knowledge and belief and the Policyholder shall at all times observe and fulfill the terms and conditions of this Policy.
- 6.2 **False or Exaggerated Claims.** If any person claiming to be indemnified under this Policy makes a claim that is false, grossly exaggerated or fraudulent in any way or makes a false declaration or statement in support of such claim, in accordance with Section 8-1 of the NICA, this Policy shall be void in respect of the Vehicle to which that claim relates and of no effect and the Insurer shall be entitled to recover from the Policyholder all sums paid under this Policy and the premium paid shall be forfeited. Where such fraudulent acts are committed by the Policyholder then the Insurer is entitled to terminate the relationship between the parties in accordance with Section 6 of this Policy.
- 6.3 **Premium** The Policyholder must pay the Premium, IPT and any applicable levy in accordance with Section 1.6.
- 6.4 **Reporting** Details of any event which may give rise to a claim under this Policy and all subsequent developments must be reported to the Insurer as soon as reasonably possible on becoming aware of such a claim or event. Notice of any prosecution inquest or fatal accident inquiry and every claim or writ or summons must be sent to the Insurer as soon as possible. The right to compensation is lost if the claim is not reported to the company within one year from the date the Policyholder became aware of the circumstances justifying the claim.
- 6.5 **Co-operate** The Policyholder must co-operate at all times in the completion of any necessary documentation or provision of information requested either by the Insurer or by the Insurer's legal representative or Arval Norway.



- 6.6 **No admission** No admission, offer, compromise promise, payment or indemnity shall be given by or on behalf of the Insured or any person claiming to be indemnified without the consent of the claims handling representative of Insurer and or its agents or any person claiming to be indemnified without the written consent of Insurer or claims handling representative of Insurer and or its agents. The Insurer shall be entitled if they so desire to take over and conduct in the name of the Policyholder or of such person the defence or settlement of any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Policyholder and such person shall give all such information cooperation and assistance as Insurer may require.
- 6.7 **Amendment of Policy and Termination of Policy by Insurer.** The Insurer's rights in this Section 6.7 are without prejudice to the Insurer's rights generally under the Policy.
- 6.7.1 Where the Policyholder does not pay an Instalment on the due date, the Insurer shall be entitled to give the Policyholder fourteen (14) days stating that the Policy will lapse if the Instalment is not paid within that period or within such period as provided in the NICA. Upon lapse of the Policy the Insurance Certificate becomes null and void.
- 6.7.2 If evidence has been provided that the Policyholder has been unable to pay within the payment period due to unforeseen problems for which the Policyholder cannot be held responsible, the liability of the Insurer will continue for a period of up to three months after the expiration of the payment deadline. The Insurer is entitled to a premium for the period during which the Insurer has been liable.
- 6.7.3 If the Insurer becomes aware that the information received concerning the risk are incorrect or incomplete in any material respect, the Insurer may terminate the Policy with fourteen (14) days' notice, cf. Section 4-3 of the NICA. If the policyholder has acted fraudulently the Insurer may nevertheless terminate the Policy and any other insurance contracts it has concluded with the Policyholder with immediate effect.
- 6.7.4 If the Policyholder intentionally provides incorrect or incomplete details during a claim settlement of which the Insured knows or ought to know will result in the Insured being paid a compensation to which he or she is not entitled, the Insurer may terminate any and all insurance contracts it has concluded with the Insured with one (1) weeks' notice, cf. Section 8-1 of the NICA.
- 6.7.5 If there is a breach of any other provision of the Policy, and termination is a reasonable action, the Insurer shall be entitled to terminate the Policy with two (2) months' notice.
- 6.7.6 Upon lapse of the Policy the Insurance Certificate becomes null and void.
- 6.7.7 Where the Policy has been terminated by the Insurer for the Insured's breach during the Period of Insurance, the Policyholder shall be credited with the excess premium. The amount to be credited to the Insured shall be limited to a proportional share of the Premium corresponding to the remaining Period of Insurance in terms of the number of full months compared to the total Period of Insurance.
- 6.7.8 The Insurer may modify the Policy or parts of it, including the Premium arising from changes in relevant laws and or regulatory requirements affecting the Insurer and or the Insured, with one (1) months' notice prior to the renewal date of the Policy as set out in section 6.11.1.
- 6.8 **Termination by Policyholder**
The Policyholder may terminate the Policy during the Period of Insurance if the insurance need ceases to exist or if there are other special reasons for such termination, or in relation to transferring the insurance to another company. The Policyholder shall notify the Insurer with a notice period of at least one (1) month. In the case of transferring the insurance, the notice should include information about the company to which the insurance is being transferred and the date of the transfer.
- 6.9 **Policy Term, Lapse and Renewal, Material Facts, Non Disclosure or Misrepresentation**



- 6.9.1 The Period of Insurance shall be as defined in the Schedule/Master Policy. The Policyholder must pay the Premium, the Insurance Premium Tax and any applicable levy as required by Section 1.6 above and as set out in the Policy Schedule/Master Policy.
- 6.9.2 The Policy will be automatically renewed for one year at a time at the end of the Period of Insurance, unless (i) the Policyholder has terminated the Policy prior to the end of the Period of Insurance or (ii) the Insurer has reasonable grounds for not renewing the Policy and has provided the Policyholder with a two (2) months' notice prior to the end of the Period of Insurance. The notice shall include information about the possibility to initiate alternative dispute resolution mechanisms or any other options to have the legality of the termination reviewed.
- 6.9.3 Until such time as the Policyholder requests that the Vehicle is no longer covered by the Policy, if a Vehicle is sold, taken off the Road or is not used, this shall not affect the Policy and the Policyholder shall continue to be liable to pay the Premium in full subject to the provisions of this Policy. The Policyholder undertakes to file the appropriate Statutory Off Road Notification or other notification with the MID within such time as required by law and provide us at the same time with a copy to evidence the Vehicle's registration being officially cancelled or the Vehicle being off the road if required.
- 6.9.4 The Policyholder must inform the Insurer and the MID as soon as reasonably practical and in accordance with the MID rules, of the sale of any Vehicle. If the Policyholder fails to submit said information, the Insurer shall be released from the obligations to provide indemnity under this Policy.
- 6.9.5 This Policy is voidable at the instance of the Insurer in the event of any misrepresentation, misdescription or non disclosure in any material facts.

6.10 Complaints

- 6.10.1 The Insurer does its best to provide an excellent service to its customers. It will acknowledge written complaints promptly and investigate quickly and thoroughly and use reasonable endeavours to resolve complaints and use information from complaints to improve our service.
- 6.10.2 An enquiry or complaint about the terms of this Policy may be made to the Insurer at the address of the Insurer specified in the Schedule/Master Policy for the attention of the Complaints Manager at Greenval Insurance. Where the Policy has been arranged through Arval Norway, any complaints regarding the Policy may be directed to Arval Norway and to that contact specified in the Arval Norway's Master Lease Agreement.
- 6.10.3 When writing to the Insurer, the Policyholder should provide the Policy number, the claim number if available, Policyholder name, a contact name, address, and email and a clear and concise reason for the complaint and supply any supporting documentation. The letter should be headed "Complaint".
- 6.10.4 The Insurer will acknowledge your complaint within 5 business days of receiving it. In the unlikely event that we have not resolved your complaint within 20 business days of receiving it, we will write and let you know why and what further action we will take. Any complaint concerning the Insurer's duties per section 1-5 of the NICA, shall be replied within reasonable time. If a final response is not made available within 15 business days of receipt of the complaint, the Insurer shall send a preliminary response to the Insured clearly stating the reasons for the delay and indicating when the customer can expect to receive a final response.
- 6.10.5 If you are not satisfied with the Insurer's decision or the Insurer has not given you a decision after 40 business days, then you have the right to refer your complaint to the



Insurance Ombudsman at the Financial Services Ombudsman Bureau, 3rd Floor Lincoln House, Lincoln Place, Dublin 2.

6.11 Right of Recovery and Fraud

6.13.1 The Policyholder shall repay to the Insurer all sums paid by the Insurer in respect of any claim under this Policy which the Insurer would not have been liable to pay but for the provisions or requirements of the Motor Insurance Bureau, or any agreement to which the Insurer is subject to by operation of law or but for the requirements of any international agreement or the law of any territory to which the Policy operates, related to third party liability and any applicable expenses.

6.13.2 If the Policyholder intentionally gives incorrect or incomplete information during a claim settlement of which the Insured knows or ought to know will result in the Insured being paid a compensation to which he or she is not entitled, the Insured forfeits any and all claims for compensation against the Insurer in accordance with the Policy and any other insurance contracts covering the same incident. If the Insured's conduct is only slightly blameworthy, merely relates to a minor part of the claim, or if there are other special grounds, the Policyholder may nevertheless be paid partial compensation.

6.12 Claims

Any claim made by the Insured under the Policy must relate to an event insured under the Policy that occurred within the Period of Insurance and within the Territory (subject to Section 5).

6.13 Premium Modification

The Insurer may modify the Premium with one (1) months' notice prior to the renewal date of the Policy as set out in section 6.11.1.

The Policyholder undertakes in such event to pay the modified Premium, the applicable Insurance Premium Tax and any applicable levy as notified by the Insurer.

6.14 Data Protection

6.14.1 For the purposes of the Data Protection Acts 1988 and 2003, the data controller in relation to the personal data of the Policyholder is Greenval Insurance DAC having its registered office at Second Floor, The Anchorage, 17-19 Sir John Rogerson's Quay, Dublin 2, Ireland, D02 DT18.

The Policyholder may use these contact details or email the Insurer at info@greenval-insurance.ie, if the Policyholder has any questions about this clause, or the use of personal data.

6.14.2 Use of Personal Data

The Insurer will use personal data to evaluate any proposal submitted, to provide the services offered by the terms of this Policy including to communicate with the Policyholder, administer the Policy and any claims made under this Policy in order, to evaluate applications for renewal of the Policy and to renew the Policy and in order to get quotes for reinsurance and in order to procure reinsurance of the risks insured by the Policy.

The Insurer may also analyse personal data provided by the Policyholder to assist in administering, supporting and improving its business.

Additionally, the Insurer may access and use personal data held on databases when the Policyholder applies for insurance or renewal thereof in order to evaluate the application including to validate policy applications, claims history or any person insured or involved with the Policy and in order to detect and prevent fraud and also to carry out credit searches.



If the Policyholder has provided sensitive data as defined in the Data Protection Acts 1988 and 2003 as amended, the Policyholder hereby warrants to having consent of the data subject in each case for the Insurer to process this sensitive data in accordance with this Section.

Subject to Policyholder agreement, the Insurer may allow selected third parties to contact the Policyholder/Insured occasionally about products and services which may be of interest to the Policyholder/Insured. This may also be by application, post, telephone, fax or email. It should be noted that any contact about other products and services whether from the Insurer or third parties will contain instruction on how to opt out of receiving this information.

6.14.3 Disclosure of Personal Data

The Policyholder agrees that the Insurer may disclose personal data to its Affiliates, services providers and reinsurers as referred to above, in order for them or any of them to provide services to the Insurer, including without limitation to process information, fulfil orders and deliver orders, process claims and payments and provide support services on its behalf and to reinsurers in order to procure reinsurance.

In order to prevent fraud, to check the Policyholder's identity or prevent money laundering, the Insurer may search the files of credit reference agencies. They will record any credit searches on the Policyholder's file. The Insurer may also disclose details of how the Policyholder conducts its account with the Insurer to such agencies. The information may be used by lenders for making credit decisions about the Policyholder, for fraud prevention, money laundering prevention and for tracing debtors.

The Insurer is entitled to check the information the Policyholder has provided against other information which is generally available to the public such as the Register of Court judgements or other publicly available databases. The Insurer may also exchange this information with other insurers either directly or through the Motor Insurance Database.

The Policyholder acknowledges and agrees that its personal data may be made available to third parties in order for the Insurer to comply with law, regulatory requirement or legal process, in order to protect and defend the Insurer's rights and to enforce the terms and conditions this Policy.

6.14.4 Security

The Insurer will always take steps to ensure that confidentiality and security obligations are imposed by contract on any affiliate or service provider to whom personal data is disclosed.

The Policyholder/Insured agrees that if it sends offensive or objectionable content or otherwise engages in any disruptive or abusive behaviour in telephoning the Insurer, then whatever information is available about the Policyholder/Insured can be used to stop such behaviour. This may involve informing relevant third parties such as law enforcement agencies about the content and the Policyholder/Insured's behaviour.

6.14.5 Right to be supplied with a copy of personal data

A data subject has the right to be given a copy of his or her personal data which he or she may have supplied to us. To exercise this right, he or she must make the request via <https://www.greenval-insurance.com/data-privacy>. A request will be dealt with as soon as possible and will take not more than 1 calendar month to process.

6.14.6 Rectification, Retention and Deletion of personal data

A data subject also has the right to have inaccurate personal data corrected. If a data subject discovers that the Insurer holds inaccurate personal data about he or she, he or she has a right to instruct the Insurer to correct that information. Such an instruction must be in writing and will not take more than 40 days to process.



The Insurer is obliged to keep information about data subjects for accounting, tax, duty, IPT and legal compliance purposes, so this information cannot be deleted. The Insurer also retains personal data as required to meet its record keeping obligations under other laws and regulations.

In certain circumstances, a data subject may also request that personal data which he or she has supplied is deleted, if the Insurer does not have a legitimate reason for retaining the personal data. The Insurer is not entitled to charge for dealing with such a request and must comply within 40 days of the receipt of such a request. To exercise this right he or she would generally be expected to identify some contravention of data protection law in the manner in which the Insurer processes the personal data concerned.

6.15 Documentation

The Insurer may hold documents related to this Policy and the insurances provided and any claims under it in electronic form. An electronic copy of such documents or material or information will be as admissible in evidence to the same extent and carry the same weight as the original.

6.16 Change in applicable law and stamp duty

If arising from any change in applicable law, coming into force after the Commencement Date of the Policy, the Insurer is required to apply or pay levies on the Policy, the Insurer shall be entitled to impose on the Policyholder the obligation to pay such levies at the rate prescribed by law for the remainder of the Period of Insurance and in which case the Policyholder undertakes to pay such levies as a condition of this Policy and the remainder of the Period of Insurance.



Section 7 – Safety and Security Regulation

- 7.1 The Policyholder and/or Driver shall ensure to follow the Safety and Security Regulations in this section. The insurer can wholly or partially be without liability if a Safety or Security Regulation has been violated, unless where the Policyholder and/or Driver is not or only marginally to blame.
- 7.2 The Policyholder shall ensure that all Drivers are authorised to drive a motor vehicle under the relevant Norwegian legislation. Furthermore, the Policyholder shall ensure that no driver who has had his/her license (temporarily) suspended or has been disqualified from driving for any offense or who is not permitted to drive the vehicle on medical grounds do not drive the Vehicle.
- 7.3 The Policyholder shall ensure that all Drivers follow applicable traffic rules and regulations when operating the Vehicle.
- 7.4 The Policyholder shall make sure that the Vehicle has been secured by means of the door and boot locks, and no windows or any form of sliding roof, sliding door, hood or removable panel roof are left open or unlocked when the Vehicle is parked and left unattended. Keys cannot be stored in the vehicle and must be stored in a secure manner.
- 7.5 The Policyholder shall take reasonable steps to safeguard from loss or damage the Vehicles and/or any Trailers covered under this Policy and keep each of them in a roadworthy condition. The Policyholder shall demonstrate such reasonable steps by ensuring that appropriate terms are in place in its standard contracts relating to the Vehicles covered under this Policy, and the Insurer shall be entitled to inspect such contracts from time to time. The Policyholder undertakes to provide at all times free access to the premises where they are held in order for the Insurer or its representative examine any relevant documentation.
- 7.6 The Vehicles must be issued with a valid Ministry for Transport Test certificate and / or plating certificate where applicable.
- 7.7 The Policyholder or his legal representative undertakes during the Period of Insurance to supply such details of each Policyholder Vehicle to meet the requirements of any legislation applicable in Norway and the EU and shall not do anything which would cause the Insurer to be in breach of relevant Road Traffic legislation, the Motor Insurance Directives and of any law or regulation applicable to Motor Insurers.
- 7.8 The Policyholder and/or the Driver shall ensure that all tires have the minimum all tires gave the legal minimum tread depth.