

## **Guaranteed Auto Protection HU 1114-ENG**

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Terms in these own damage conditions shall have the meaning as defined in the General Contractual Conditions of the Insurer, if not explicitly stated otherwise herein.

### **28. Cover**

In the event of a total loss resulting from accidental damage, fire or theft to the insured vehicle, subject to the General Terms & Conditions and occurring during the period of insurance, this supplementary insurance will cover the difference between the Market Value at the date of loss and the book value of the insured vehicle.

### **29. Insurance Services**

In the event of an insured loss: -

29.1 The insurer will refund the difference between the Market Value at the date of loss and the book value including interest lost,

29.2 The Insurer will deduct the selling value of the salvage (wreckage, used component, etc.), the insurer shall not be liable to salvage the remaining parts;

29.3 The Insurer will deduct premium in arrears due until the end of the insurance term;

29.4 The Insurer will deduct VAT from the Market Value of the insured vehicle at the time of loss if the vehicle is registered after the 01/01/2008;

29.5 In the event of successful claims for the Total Loss of a vehicle under both the Own Damage and Gap policies, the Insurer will reimburse any deductible paid by the insured under the Own Damage Policy;

### **30. Pre Condition**

The supplementary insurance of the Guaranteed Auto Protection may be taken out simultaneously with accidental damage insurance via Euro Insurances DAC trading as LeasePlan Insurance or an external insurer having agreed, the basis of settlement in writing in advance, with the Insurer.

### **31. Territorial Limits**

Cover is provided while the motor vehicle is within the geographical territory of Europe (as defined in the General

Contractual Terms and Conditions of the Insurer) or any of the covered other territory as agreed in writing by the Insurer during the Period of Insurance subject to the stipulation of (territorial exclusions).

Cover shall also be provided while the motor vehicle is transported by ferry or rail between any European countries.

### **32. Total Loss Conditions**

The settlement of a claim, based on the market value of the insured motor vehicle, shall only be valid in the event;

32.1 The theft has been reported and the vehicle has not been traced for 60 consecutive days and the Insurer has paid, or has undertaken an obligation to pay, the insured for the vehicle value according to the general terms and conditions or the external Insurer has acted accordingly;

32.2 The expected cost of restoration of the damaged (motor) vehicle that shall be reimbursed pursuant to the insurance contract exceeds 80% of the Market Value at the time of loss;

### **33. Exemptions from insurance**

This Guaranteed Auto Protection insurance shall not provide coverage:

33.1 In respect of any total loss which is not subject to an indemnity under the accidental damage fire or theft section of the Own Damage Policy of the Insurer or which occurs while the insured vehicles is being driven or used by a person not covered under the motor insurance policy;

33.2 In respect of any loss recovered under the standard Own Damage Conditions of the Insurer or the external insurer;

33.3 In respect of any amount deducted by the Insurer on the grounds that the contracting party or policyholder has failed to comply with any of their contractual obligations, including but not limited to - registration documents, key, spare key or the control unit of the built-in anti-theft device being left in the insured motor vehicle at the time of the theft;

33.4 In respect of any costs covered by another policy, and any other costs eligible for reimbursement from another source, especially but not limited to VAT;

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33.5 In respect of any equipment and/or accessories not built in the insured motor vehicle on the purchase date nor included as extra accessories in the basic (CDW) insurance coverage;

33.6 Any consequential damage, whether or not covered by standard own damage insurance.