

## GENERAL CONDITIONS OF THE KTM ASSISTANCE

### A. MODALITIES OF THE ASSISTANCE

#### A1. Purpose of the Agreement

This document describes the General Conditions of the Agreement signed between EUROP ASSISTANCE and KTM in favour of the "Insured" designed by KTM.

EUROP ASSISTANCE will provide the services and benefits described in this Policy:

- during the Period of Insurance
- within the Geographical Limits
- on the basis of the details the Insured have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which EUROP ASSISTANCE recommend the Insured read carefully, to ensure this policy meets his individual requirements.

#### A2. Meaning of words

##### **Motorcycles:**

All new KTM brand Vehicles normally delivered by an authorised KTM dealer, covered by a 24 months' manufacturer's warranty, more than 50cc engine capacity, road-licensed & used on road only, acquired after 1st April 2005.

##### **Beneficiaries:**

The registered owner of the Vehicle, the driver of the Vehicle as well as any other person transported in the same Vehicle (up to the legal limit) when the Incident occurred.

##### **Breakdown:**

Any shortcoming or defective performance of the Vehicle immobilizing the Vehicle, including running out of petrol, wrong fuel, loss of key, tyre puncture.

##### **Immobilization:**

The Vehicle is considered as immobilized since it has been towed to the closest garage. The length of the immobilization is established by the repairer after receipt of the Vehicle. The immobilization stops as soon as the Vehicle is repaired.

##### **Theft:**

The Vehicle is considered as stolen as soon as the declaration as been made to the legal authorities, and copy of this policy report has been sent to EUROP ASSISTANCE. The Beneficiary must obtain a Police Report within 24 hours of the incident giving rise to a claim.

##### **Country:**

CZECH REPUBLIC, FINLAND; NORWAY; GREECE; SLOVAKIA; POLAND; PORTUGAL

##### **Abroad:**

All other countries except the one designed in « Country ».

**Domicile:**

The Domicile shall mean the official and usual place of residence of the Beneficiary, insured in the "Country".

**Residence Country:**

Country where is located the domicile of the Insured.

**A3. Insured Vehicle**

The Assistance shall become effective by the mere fact of the delivery of the Vehicle by an authorised KTM dealer to the first buyer, which date appears on the certificate of guarantee, issued by the authorised KTM dealer (the "Delivery Date").

The KTM Assistance Programme is provided with all new KTM brand Vehicles, registered in the (name of the Country) area, acquired after 1st April 2005.

The Assistance shall be provided during a period of twenty-four (24) months, 20 000 kilometers from the Delivery Date.

The Beneficiary may subscribe a 40 000 kilometers option. If chosen, that optional programme has to be signed immediately at the moment of the purchase of the Vehicle, and paid directly to the KTM dealer.

The following Vehicles are specifically excluded from the KTM Assistance Programme :

- Off-road motorcycles
- Vehicles used off-road
- Vehicles used for the professional transport of persons
- Rented Vehicles

**A4. Insured persons**

Only the following persons can be entitled to receive the Assistance:

- The registered owner of the Vehicle
- The driver of the Vehicle as well as any other person transported in the same Vehicle (up to the legal limit) when the Incident occurred.

Hitchhikers are not covered.

## **A5. The Information**

In order to ensure that the person requesting the Assistance is a Beneficiary, EUROP ASSISTANCE shall ask him/her the following information:

- Registration number of the Vehicle,
- Name and address of the Principal User of the Vehicle,
- Type and model of the Vehicle,
- Chassis number of the Vehicle,
- Name of the authorised KTM dealer who sold the Vehicle,
- Delivery Date of the Vehicle,

as well as any other information EUROP ASSISTANCE may reasonably deem necessary to determine the entitlement of the Beneficiary to the Assistance and to determine which Assistance Services have to be provided.

## **A6. Period of Insurance**

The period of Insurance is valid for:

- A 24-month period\* starting from the commencement date
- 20 000 kilometers\* starting from the commencement date or 40 000 kilometers (if that Option has been chosen and paid directly by the Beneficiary)

\* Whichever occurs first

## **A7. The territory**

The Assistance shall be provided in the following countries :

- **XX (Name of your Country) area**

- **European Area** comprising the following countries: Andorra, Austria, Balearics, Belgium, Bulgaria\*, Canary Isles, Ceuta\*, Croatia\*, Cyprus\*, Czech Republic\*, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary\*, Iceland\*, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta\*, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania\*, San Marino, Sardinia, Sicily, Slovak Republic\*, Slovenia\* Spain, Sweden, Switzerland, Turkey (European sector)\*, United Kingdom, Vatican, Ex-Yugoslavia \* (Montenegro, Serbia)

\*In these countries the Assistance shall be performed subject to local suppliers availability and according to each Country's peculiar event such as the countries being in a state of civil or foreign wars, political instability, national movements, riots, acts of terrorism, reprisals, restrictions for free movement of individuals and circulation of goods, strikes, explosions, natural calamities, atomic fission and any other acts of God.

## **A8. Exclusions**

### **Excluded events:**

- Use of the motorcycle off road and/or participation in sports competitions and trials related thereto.
- Incident taking place during tests, motorcycles races or competitions (or during the preparation of them).
- Results of the immobilization of the Vehicle for its maintenance.
- Any event connected with the use of drugs, medicines, alcohol and/or any other similar product modifying the Beneficiary's behavior and/or ability to react.
- Events connected with the attempt or commission by the Beneficiary of a crime or a felony.
- Repetitive incidents due to a default of care from the Beneficiary after a first Assistance has already been performed by EUROP ASSISTANCE.
- Exclusion of material damages or loss of revenue caused by any of the covered events
- Any claim concerning Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations.
- Any recurring claim due to the same cause, where a permanent repair has not been undertaken to correct the fault.
- Assistance following a breakdown attended by the police or other emergency services until they have authorised the Vehicles removal.
- Assistance for Vehicles being used for hire or reward.
- The provision of service to Vehicles temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which Our agents have no right of access, or on Motor Traders' premises.
- Claims arising from loss of or damage to contents of the Insured Vehicle.
- Loss or destruction or damage, or any loss or expense whatsoever resulting from:
  - a) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Events occurring in countries being in a state of civil or foreign wars, political instability, national movements, riots, acts of terrorism, reprisals, restrictions for free movement of individuals and circulation of goods, strikes, explosions, natural calamities, atomic fission and any other Acts of God circumstances.

### **Excluded costs:**

- Costs of the repairs of the Vehicle.
- Any tolls, fines, parking charges or congestion charges.
- Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which the Beneficiary would have paid for in any case).

## **A9. Communications**

In order to allow EUROP ASSISTANCE to intervene, it is imperative that the Beneficiary :

- Calls, without waiting, EUROP ASSISTANCE 24H/24,
- Gets the prior approval of EUROP ASSISTANCE before taking any initiative or incurring any expenses,
- Complies with the solutions recommended by EUROP ASSISTANCE,
- Supplies all elements relating to the subscribed AGREEMENT (See "The Information")

EUROP ASSISTANCE shall not be responsible for not providing Assistance to a Beneficiary failing to comply with such condition.

## **A10. Transportation tickets**

Shall EUROP ASSISTANCE organise and pay for the transportation of a Beneficiary, the Beneficiary should authorize EUROP ASSISTANCE to benefit from the non-used tickets, or cede to EUROP ASSISTANCE the amount of reimbursement he got back from the issuing organism.

## **A11. Prescription**

The period of limitation is established to 2 years from the occurrence of the event.

## **B. CONTENT OF THE ASSISTANCE PROGRAMME**

### **B1. VEHICLE ASSISTANCE**

Roadside Assistance is provided in the XX area and in the European area.

#### **B1.1. Repair on the Spot/Towing**

If the Insured Vehicle is immobilized or rendered unroadworthy as the result of an Insured Incident, EUROP ASSISTANCE will arrange and pay for:

- Assistance at home or at the roadside;  
and, if necessary
- The transportation of the Insured Persons and the Insured Vehicle to the nearest suitable repairer.

**Costs are covered up to a maximum of 154 €**

**What is not covered:**

- Any labor charges incurred at the repairer's premises.
- The cost of replacement parts or other materials used in the repair.
- Toll and sea transit charges.

**B1.2. Immobilization of the Vehicle in case of Incident occurring at less than 50 kilometers from the Domicile**

If the Vehicle has been transported to a dealer and can not be repaired within 24 hours, rental Vehicle for maximum 7 days and 52 € per day.

The cost of fuel and oil used in any replacement Vehicle is not covered.

**B1.3. Immobilization of the Vehicle in case of Incident occurring more than 50 kilometers from the Domicile**

If the repair cannot be completed on the day of immobilization, the driver and passengers will have the option to choose between:

**Hotel:**

EUROP ASSISTANCE will pay for Bed and Breakfast, during the repairs and for a maximum of 4 nights (working days) to a maximum of 77 € per person and per night.

**OR**

**Continuation of journey by Rental car (in case of breakdown or theft):**

A rental car will be provided for max 7 days and 52 € per day.  
The cost of fuel and oil used in any rental car is not covered.

**OR**

**Continuation of journey by train or airplane**

A first class train ticket or economy class air travel (if more than 1000 kilometers) will be provided for the Beneficiary and the passenger. Additional taxi costs are covered up to 77 €.

**B1.4. Vehicle Recovery**

Once repaired, the Beneficiary has the option to either collect himself the Vehicle from the dealer or to have the Vehicle repatriated.

**B1.4.1 Collection by the Beneficiary**

If the Beneficiary is located within 50 kilometers of the repairing dealer, EUROP ASSISTANCE will pay for taxi transportation.

If the Beneficiary is located at more than 50 kilometers from the repairer dealer, EUROP ASSISTANCE will pay for a first class train ticket or economy class air travel (if more than 1000 kilometers).

#### **B1.4.2 Vehicle repatriation from abroad**

If the time of repairs exceed 3 days and if the Beneficiary chooses to have the Vehicle repatriated to his home, EUROP ASSISTANCE will arrange and pay for the transportation of the Insured Persons, and if appropriate, the Insured Vehicle:

- to the Policyholder's home address. OR
- to a repairer either in the vicinity of the above locations or to a repairer of his choice.

The means of transport shall be at EUROP ASSISTANCE discretion.

The maximum EUROP ASSISTANCE will pay to repatriate the Insured Vehicle will be limited to its current market value in the XX Area.

#### **B1.5. Replacement parts**

In the event of necessary replacement parts not being available locally during the Trip outside the XX area, on receipt of the Beneficiary instructions, EUROP ASSISTANCE will undertake to obtain them elsewhere and will pay all freight charges involved in dispatching them to the location of the Insured Vehicle.

EUROP ASSISTANCE will bear the cost of location and transport of the replacement parts. The actual cost of the parts and any Customs Duty must be paid to EUROP ASSISTANCE by the Beneficiary, by a debit to his credit or charge card or by a prior deposit of funds in the XX Area.

If the Beneficiary places a firm order for replacement parts and these are not subsequently required, or if the Beneficiary does not await their arrival, He will be responsible for the cost of such parts, including all forwarding charges arising from their return.

#### **What is not covered:**

The actual costs of any parts are not covered.

#### **B1.6. Customs duties on Vehicle or Scrap Charges**

In event of theft abroad, EUROP ASSISTANCE will provide assistance with customs clearance or scrap charges and will accept the processing fees (no taxes and customs duties) during customs clearance or the scrap costs.

#### **B1.7. Storage parking**

If the nearest dealer is closed (weekend, night, ...), the Vehicle will be transported to a secure parking. In case of finding after theft abroad, the costs for Vehicle storage are covered up to a maximum of 2 weeks.

#### **B1.8. Information**

EUROP ASSISTANCE will provide the Beneficiary with the location of the KTM dealers close to the place of immobilization of the Vehicle.

#### **B1.9. Vehicle Key service**

In the event of loss of the original key whilst abroad, The Beneficiary has to communicate the key number to EUROP ASSISTANCE.

EUROP ASSISTANCE will transmit this key number to KTM and ask for a spare key. EUROP ASSISTANCE will pay for the dispatch costs.