

General Terms and Conditions Motor Vehicle Insurance	T&C BEL 10.2024
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1. How to read these General Terms and Conditions

It is *important* that *you* read these General Terms and Conditions carefully, as well as any other documents that form part of your contract.

We explain all words printed in italics which *you* can find in these General Terms and Conditions in point B. "Definitions".

Certain terms may be interpreted differently depending on the type of coverage (either the "Motor Third Party Liability", the "Mini-Omnium Insurance", the "Omnium Insurance" or the "Additional Coverages") that *you* have taken out. If this is the case, it is indicated in the relevant part.

In point A. "General Administrative Provisions", *you* will find, among other things, all the elements that apply to the entire insurance contract.

Please note that the coverages described in these General Terms and Conditions only apply to *you* if *you* have explicitly chosen them and if they are included in your Policy schedule, which sets out the coverages and terms that apply specifically to *you*. The applicable sums insured and *excesses* are also set out in the Policy schedule.

2. Introductory statement

We will not provide any cover, take responsibility for any benefit, pay any compensation or provide any benefit or service described in this document if doing so may subject us to an international sanction, ban or restriction as defined by the United Nations, the European Union, the United States of America or the United Kingdom.

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A. GENERAL ADMINISTRATIVE PROVISIONS

1. What are the relationships between the parties?

The contract is concluded by *you*, the *insurance policyholder* with us, the *insurer*, Helvetia Global Solutions Ltd., via the intermediary of your *administrator*, Qover SA.

The *insurer* is responsible for the administration of the insurance contract as well as the management of *claims* and can, if necessary, entrust all or part of the responsibility to the *administrator* and the *claims manager*.

The *administrator* is responsible for the sale of the insurance contract.

It is the responsibility of the *insurer* to cover the insured benefit.

2. How can you contact the *administrator* concerning the insurance contract?

You can contact your *administrator*:

- by phone at: +32 2 588 25 50 from Monday to Friday from 9 am to 5 pm
- by e-mail at: motor-insurance@qover.com
- by mail to: Qover SA, Rue du Commerce 31, 1000 Brussels, Belgium

We record all communications, including telephone calls, in order to improve the quality of services as well as for training or fraud detection purposes.

3. What does your insurance contract consist of?

Your insurance contract consists of two parts:

1. The General Terms and Conditions (this document), which describe the claims we cover, those that we do not cover and the mutual obligations of the parties;
2. The Policy Schedule, which contain the conditions that apply to *you*. The provisions set out in the Policy Schedule take precedence over the provisions of the General Terms and Conditions if there are conflicting provisions. *You* will receive this document upon conclusion, after an amendment and at the time of the annual renewal of the insurance contract.

4. What is the legal framework?

This insurance contract falls within the scope of the Law of 4 April 2014 relating to insurance as well as the decrees and regulations made in performance of the cited law. This insurance contract also includes the minimum conditions of compulsory insurance contracts for liability for *motor vehicles* (as listed in the Annex to the Royal Decree of 5 February 2019 determining the conditions of obligatory insurance contracts for *motor vehicles*).

This policy covers, in the Motor Third Party Liability coverage the repair of the damages resulting from an act of *terrorism*, in accordance with the Law of 1 April 2007 relating to insurance against damages caused by *terrorism*.

This insurance contract also falls within the scope of national, European and international regulations relating to financial sanctions. These regulations prohibit us from entering into contracts with or for the benefit of (legal) persons appearing on national and/or international lists (financial sanctions lists) because they have committed violations of international peace and security (for example, acts of *terrorism*), human rights violations or because they have participated in the proliferation of weapons of mass destruction or money laundering or related crimes. We regularly check whether this is the case or not. If, within ten days of concluding the insurance contract, it turns out that *you* (the *insurance policyholder*) are on a sanction list, the insurance contract will no longer be valid. If *you*, the *insurance policyholder* or the *Insured party* or a *third party*, appear on a sanction list during the period of validity of the insurance contract, this (legal) person will not benefit from any intervention in the context of a *claim*, any other service and any valid insurance.

We make every effort to translate the legal provisions as understandably as possible. If any clause of this insurance contract conflicts with the aforementioned legal provisions, the latter take precedence.

5. Which courts have jurisdiction in the event of litigation concerning this insurance contract?

Only the Belgian courts are competent in the event of litigation concerning this insurance contract, this contract shall be subject to Belgian law.

6. Where do you have to be domiciled/registered to take out and benefit from the insurance?

You (the *insurance policyholder* as a natural person or as a legal person) must be domiciled/have your registered office or your place of business in Belgium in order to be able to take out this insurance.

7. When does your insurance contract come into effect?

The insurance contract comes into effect on the date stated in your Policy Schedule.

The premium due dates are also stated in your Policy Schedule.

8. How is your premium calculated?

The premium a priori

The premium (details of the composition can be found in your Policy Schedule) is set according to pricing criteria.

The premium is adjusted to the new situation should these criteria be amended.

The premium a posteriori

The premium is personalised, a posteriori, depending, in particular, on the combined effect of claims occurring during previous insurance periods and the number of kilometres travelled using the *designated insured vehicle*. In the event of incorrect application of the premium amendment system based on the aforementioned criteria, the *insurer* makes the necessary corrections and, if necessary, re-imburses the *policyholder* or claims from them the difference in premium resulting from these corrections. When the adjustment is made more than one year after the incorrect premium has been set,

the amount re-imbursed by the *insurer* is increased by the legal interest. This legal interest begins to run from the moment the incorrect premium has been collected.

The *insurer* will adjust the personalised premium if the *policyholder* declares an amendment of one of the segmentation parameters (claims and kilometres travelled) and/or if the *insurer* finds that one of said parameters does not correspond to the *policyholder's* declarations.

Note that if *you* are comparing different insurance contracts, *you* cannot only compare the estimated costs and fees of the contracts but *you* must also take into account other elements, such as the scope of the covers, the amount of any excess or the exclusion clauses.

The estimates cited in your Policy Schedule give a better idea of the part of the premium used to cover the risk covered by the insurance contract.

The balance of the premium, after deduction of taxes as well as acquisition and administration costs, consists of the part of the premium used for the performance of contractually agreed benefits and costs other than those cited in your Policy Schedule (including the combined and mutually shared costs of the claims and their handling). These estimates for acquisition and administrative costs, are being calculated on the basis of accounting data for the last financial year of the *insurer* as approved by its Annual General Meeting.

9. Are the insured amounts and the premium automatically adjusted?

For this insurance, the insured amounts and the premium are not indexed with the exception of the limit of compensation for material damage for which your civil liability is incurred, which is indexed in accordance with Article 3, §4 of the Law of 21 November 1989 on compulsory motor vehicle liability insurance and as set out below Article 34 of point C.3 of these General Terms and Conditions.

10. Prescription

Any action deriving from this contract is prescribed within a period of three (3) years from the event giving rise to it.

11. What should you do in the event of a claim?

In the event of a *claim*, *you* must report it by respecting the deadlines mentioned in these General terms and Conditions and by completing the online claim form available on the website.

When reporting a *claim*, *you* must provide in writing all the information related to the circumstances of the *claim* by duly completing the aforementioned claim form.

Do *you* have a question or would you like to discuss your current *claim(s)*?

You can contact your *administrator* about pending *claims*:

- by phone at: +32 2 588 25 50 from Monday to Friday from 9 am to 5 pm
- by e-mail at: motor-insurance@qover.com
- by mail to: Qover SA, Rue du Commerce 31, 1000 Brussels, Belgium

We will explain in these General Terms and Conditions in detail the steps to follow in the event of a *claim*.

12. What should you do in the event of theft and material damages?

A. In the event of theft or material damages:

1. *You/the user* must report the theft of your *insured motor vehicle* to the competent police authorities within 24 hours.
2. *You/the user* must report any *claim* as soon as possible within 8 days after discovery of the *claim*. To do this, *you/the user* must complete the *claim* form online on the website.
3. *You/the user* must comply with the *claims* declaration regulations: by this we mean the communication of any useful information or written confirmation as well as any element likely to facilitate or influence the settlement of the *claim*.
4. *You/the user* take all reasonable steps to limit the extent of the damage.
5. If it is possible to repair the *insured motor vehicle*, *you* must visit a repairer and provide us with an estimate of the damages before the repair is carried out.
6. In case of theft:
 - *You/the user* must report the incident to the police within 24 hours and provide us with the number of the report as well as any useful information concerning the *insured motor vehicle*.
 - *You* authorise the *administrator* and the *insurer* to receive this information.
7. In the event that the *policyholder* fails to comply with the obligations to report the *claim* and mitigate its consequences and if this results in prejudice for the *insurer*, the latter is entitled to claim a reduction in their benefit up to the amount of the damage they have suffered.

B. If assistance is needed:

The covers apply as far as *you*:

1. have called us or have warned us as soon as possible, except in cases of force majeure, so that we can optimally organise the assistance requested and authorise *you* to pay the covered disbursements;
2. *you* comply with the solutions we recommend;
3. comply with the obligations specific to the benefits requested and which are set out in these General Terms and Conditions;
4. respond precisely to our questions in relation to the occurrence of the insured events and send to us all useful information and/or documents;
5. take all reasonable steps to prevent or mitigate the consequences of the insured event;
6. inform us in detail about any other insurances having the same object and bearing on the same risks as those covered by this contract;
7. provide us with original proof of your covered disbursements;
8. give us the tickets that *you* did not use when we ensured your repatriation;
9. If the user is injured, they must first call for local help (doctor or ambulance) and then telephone or notify us as soon as possible.
10. If the user is the victim of a theft requiring assistance, they must file a complaint with the competent police authorities within 24 hours of the discovery of the facts.

If *you/the user* does not fulfil one of the obligations provided for in the contract, we can:

- Insofar as we have suffered damage resulting from this violation, reduce the benefit due up to the amount of the damage suffered;
- Refuse the cover if *you* have acted with fraudulent intent.

When the *insurance policyholder* and the user of the *designated motor vehicle* are different persons, these conditions are brought to the attention of the user by the *insurance policyholder* by any means available.

13. Right of withdrawal: subscription on-line or via another electronic channel

You can withdraw from the insurance contract within 14 calendar days of the conclusion of the insurance or after having received the Policy Schedule, General Terms and Conditions and pre-contractual information, without having to give the reason.

The withdrawal takes effect from the moment of notification.

You must return the withdrawal form, which *you* received by e-mail after subscription, to *motor-insurance@qover.com*.

14. What if the user needs urgent assistance?

Contact immediately the assistance service provider on telephone number +32 2 320 39 75, their services being available 24 hours a day, 7 days a week.

During your call *you* must communicate:

- The reference number of your insurance contract;
- The name and address of the *insured party*;
- The telephone number on which we can contact *you*;
- The circumstances of the *claim* and all the information needed in order to assist *you*.

We are not responsible for delays, failures or impediments that may occur in the performance of benefits when they are not attributable to us or when they are the consequence of a case of force majeure.

15. Not satisfied with the service?

Do *you* wish to make a complaint?

Any complaint should first be addressed to the *administrator*:

- by phone at: +32 2 588 25 50
- by e-mail at: *complaints@qover.com*
- or by mail at Mediation department of QOVER SA, Rue du Commerce 31, 1000 Brussels (Belgium).

You will obtain written confirmation of receipt thereof within 3 (three) working days of submission of your complaint.

You will then receive a final response to your complaint in writing within 1 (one) month.

Any complaints about the contract can be addressed to Helvetia Global Solutions Ltd:

- Address: Helvetia Global Solutions Ltd, Aeulestrasse 60, FL-9490 Vaduz, Liechtenstein
- E-Mail: partnerbusiness-nl@helvetia.ch

The user can contact the Insurance Ombudsman:

If the user is still not satisfied with the final response or if the user has not received a final response within 1 (one) month from the reception of the complaint, the user can address their complaint to the Insurance Ombudsman in Belgium.

Their contact details are:

- Address: Insurance Ombudsman, Square de Meeûs 35, 1000 Brussels, Belgium
- Telephone : +32 2 547 58 71
- Fax : +32 2 547 59 75
- E-Mail: info@ombudsman-insurance.be

The user can contact the European Online Dispute Resolution Platform:

If necessary, the user can contact the European Online Dispute Resolution Platform.

If the user has obtained their insurance policy online or through another electronic channel (for example by telephone, SMS, fax or other mobile device), the user can submit their complaint to the European Online Dispute Resolution Platform <http://ec.europa.eu/consumers/odr/>.

The complaint will then be transferred to the Insurance Ombudsman in Belgium and to Qover for resolution. There may be a short delay before Qover receives the complaint.

The aforementioned provisions for handling out-of-court complaints do not prejudice your right to initiate legal proceedings.

The *administrator* records all communications, including telephone calls, in order to improve the quality of services as well as for training or fraud detection purposes.

B. DEFINITIONS

ACCESSORIES

Equipment forming an integral part of the *designated motor vehicle*, permanently fixed to it and not able to be used independently of this vehicle.

ADMINISTRATOR

Qover SA, an untied insurance agent, authorised and regulated by the Financial Services and Markets Authority (FSMA Belgium) under the registration number 0650.939.878, with its head office at Rue du Commerce 31, 1000 Brussels, Belgium – VAT BE 0650.939.878 – www.qover.com.

CLAIM

Any event that has caused damage and that may give rise to the application of the contract.

COMPENSATION VALUE

Unless *you* have chosen in the Additional Coverages the “New value compensation” in the event of *total loss*, the compensation value in the event of a *claim* will be the *current value*.

CURRENT VALUE

The current value is the price *you* would have to pay to buy an equivalent used vehicle of the same type and make on the day of the *claim* less any *residual value* of the vehicle.

DESIGNATED MOTOR VEHICLE

- a) the *motor vehicle* described in the Policy Schedule; everything that is hitched to it is considered to be part of it;
- b) the unhitched *trailer* described in the Policy Schedule, if it meets the following conditions:
 - It may not weigh more than 750 kg;
 - It must bear the registration plate of the designated motor vehicle.

EXCESS

The part of the compensation after a *claim* that remains payable by *you*.

INJURED PERSON, THE INJURED PARTY

The person who has suffered damage giving rise to the application of the contract as well as their beneficiaries.

INSURANCE CERTIFICATE

The document that the *insurer* issues to the *policyholder* as proof of insurance, in accordance with Article 5 of the Royal Decree of 13 February 1991 bringing into force and implementing the Law of 21 November 1989 on compulsory liability insurance for *motor vehicles*.

INSURED MOTOR VEHICLE, THE INSURED VEHICLE

For the “Motor Third Party Liability” coverage:

- a) the *designated motor vehicle*;
- b) in accordance with the conditions and limits stated in the contract:
 - the temporary replacement *motor vehicle*;
 - the *designated motor vehicle* whose ownership has been transferred and the *motor vehicle* that replaces that *motor vehicle*.

Everything which is hitched to the aforementioned *motor vehicles* is considered to be part of it.

For the “Mini-Omnium Insurance”, the “Omnium Insurance” and the “Additional Coverages”:

- a) the *designated motor vehicle*;
- b) the temporary replacement *motor vehicle*, used in accordance with the provisions of Article 56 of the Annex to the Royal Decree concerning the minimum conditions of compulsory insurance contracts for Motor Third Party Liability in *motor vehicles* (Royal Decree of 5 February 2019).

For this vehicle, the Fire and Theft, Material damages covers are excluded.

The temporary replacement *motor vehicle* has to be of the same mark and model as the *designated motor vehicle*.

For the Assistance coverage:

- a) the *motor vehicle* mentioned in the Policy Schedule.

INSURED, THE INSURED PARTY

For the “Motor Third Party Liability” coverage:

- a) any person whose liability is covered by the contract.

For the “Mini-Omnium Insurance”, the “Omnium Insurance” and the “Additional Coverages”:

- a) *you*; the *policyholder*;
- b) the owner of the *insured vehicle*;
- c) the authorised keeper of the *insured vehicle*;
- d) the authorised driver, including the authorised additional driver(s), of the *insured vehicle*;
- e) the persons transported in the *insured vehicle*.

In amendment of d), additional drivers under 25 years are only covered if they are specified in the contract as additional driver or if the journey is to be classified as occasional. Occasional journeys are defined as journeys made on a maximum of 24 days per year, irrespective of whether they are made on a daily basis or consecutive days.

However, we do not insure the persons trusted with the *insured vehicle* in order to carry out work or to sell it. We will therefore seek to recover at their expense the compensation that we have paid to you.

MOTOR VEHICLE

A vehicle designed to travel on the ground and capable of being driven by a mechanical force without being tied to rails, irrespective of the type of driving force or the maximum speed.

NEW VALUE

The new value is the price that you would have to pay in order to buy a new vehicle of the same type and same make on the day of the *claim*.

Only equipment and *accessories* that are subject to an additional charge by the original manufacturer of the vehicle are covered. Any existing *residual value* of the vehicle will be deducted.

RESIDUAL VALUE

The sale value of the vehicle in damaged or destroyed condition. This value will be established by an expert.

TERRORISM

An action or threat of action organised in a clandestine manner for ideological, political, ethnic or religious purposes, performed individually or as a group and affecting persons or destroying, in part or in whole, the commercial value of tangible or intangible asset, whether in order to impress the public, create a climate of insecurity or put pressure on the authorities, to obstruct road traffic and the normal functioning whether of a service or an enterprise.

THIRD PARTY

Any person other than the *insured*.

TOTAL LOSS

There is a total loss when the *insured motor vehicle* cannot be repaired or if the repair costs on the day of the *claim* exceed the *compensation value* as defined below, reduced by the *residual value* of the vehicle.

There is also a total loss of the *designated motor vehicle* if it has not been retrieved after 30 days from the declaration of theft.

TRAILER

Any vehicle equipped and intended to be propelled by another vehicle.

VANDALISM

The damages caused by *third parties* by a senseless and unreasonable act such as graffiti or intentional damage.

WE, THE INSURER, THE COMPANY

The insurance company with which the contract is concluded, namely Helvetia Global Solutions Ltd with its registered office located at Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, and authorized

by and subject to the supervision of the Financial Market Authority (FMA) of the Principality of Liechtenstein.

Helvetia Global Solutions Ltd is authorised to provide insurance distribution services in Belgium on the basis of the freedom to provide services and is registered in Belgium under the code number 2499.

YOU, THE INSURANCE POLICYHOLDER, THE POLICYHOLDER

The legal or natural person who concluded the insurance contract.

QUALIFIED ELECTRONIC SIGNATURE

Means an advanced electronic signature that is created by a qualified electronic signature creation device, and which is based on a qualified certificate for electronic signatures, as described in article 3.12 of the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

C.MOTOR THIRD PARTY LIABILITY

The standard “Motor Third Party Liability” contract is common to all Belgian insurance companies. It is, in fact, a legal and obligatory cover. On the other hand, the interpretation which is made of it might differ from one company to another.

The following conditions only derogate from the regulatory provisions insofar as they are more favourable to *you*, to the *insured* or to any *third party* concerned by their application.

This policy covers, in the “Motor Third Party Liability” coverage, the damages resulting from an act of *terrorism*, in accordance with the Law of 1 April 2007 (Belgian Official Gazette of 15 May 2007).

C.1 DEFINITIONS

Article 1: Definitions

The definitions are cited under point B. Definitions above.

Certain defined terms must be interpreted differently depending on the type of coverage *you* have chosen (either the “Motor Third Party Liability”, the “Mini-Omnium Insurance”, the “Omnium Insurance” or the “Additional Coverages”), where applicable, this being indicated in the definition of the term concerned.

C.2 THE CONTRACT

C.2.1 Data which must be declared by the *insurance policyholder* when concluding the contract

Article 2: Data to be declared

§ 1. The *insurance policyholder* has the obligation to report precisely, when concluding the contract, all the circumstances known to him and which he must reasonably consider as constituting elements of risk assessment for the *insurer*. However, the *insurance policyholder* must not report to the *insurer* the circumstances already known to the latter or that the latter should reasonably have known. If certain written questions from the *insurer* have not been answered and if the latter has nevertheless concluded the contract, the *insurer* may not, except in the case of fraud, subsequently rely on this omission.

§ 2. If the *policyholder* wishes to terminate his current contract in order to take out a new contract with us in accordance with article 26, §4 of these General Terms and Conditions, he must provide us with the necessary information so that we can correctly terminate his current contract on his behalf. The information required includes at least the name of the current insurer, or where applicable, the insurance intermediary, and the number and start date of the contract.

Article 3: Intentional omission or inaccuracy

§ 1. Nullity of the contract

When the intentional omission or inaccuracy in the reporting of data relating to the risk misleads the *insurer* on the elements of risk assessment, the *insurer* may request that the contract be nullified.

When the nullity is declared, the premiums due up until the moment when the *insurer* becomes aware of the intentional omission or inaccuracy in the reporting of the data relating to the risk are owed to them.

§ 2. *Insurer's* recourse

When the intentional omission or inaccuracy in the reporting of risk data misleads the *insurer* on the elements of the risk assessment, the *insurer* has a right of recourse against the *policyholder* in accordance with Article 8, 2° of point D.2, Article 6 of point E.2 and Article 8 of point F.2 of these General Terms and Conditions.

Article 4: Unintentional omission or inaccuracy

§ 1. Contract amendment

When the omission or inaccuracy in the reporting of data is unintentional, the contract is not void.

The *insurer* proposes, within one month from the day on which it became aware of the omission or inaccuracy in the reporting of data, the amendment of the contract with effect from the day on which it became aware of omission or inaccuracy in the reporting of data.

§ 2. Termination of the contract

If the proposal to amend the contract is refused by the *policyholder* or if, at the end of a period of one month from receipt of this proposal, it is not accepted, the *insurer* may terminate the contract within fifteen days, in accordance with Articles 26 and 30, § 5, Paragraph 1, 1° of point C.2.6 of these General Terms and Conditions.

If the *insurer* provides proof that it would in no case have insured the risk, it can terminate the contract within one month from the day on which it became aware of the omission or inaccuracy in the reporting of data, in accordance with Articles 26 and 30, § 5, Paragraph 1, 1° of point C.2.6 of these General Terms and Conditions.

§ 3. Lack of response from the *insurer*

The *insurer* who has not terminated the contract, nor proposed an amendment within the time limits determined in the preceding paragraphs, cannot subsequently rely on the facts which were known to the *insurer*.

§ 4. *Insurer's* recourse

When the unintentional omission or inaccuracy in the reporting of data relating to the risk can be blamed on the *policyholder*, the *insurer* has a right of recourse against the *policyholder* in accordance with Article 8, 3^o of point D.2 and Article 8 of point F.2 of these General Terms and Conditions.

C.2.2 Data which must be declared by the *insurance policyholder* during the contract

Article 5: Information obligation on the part of the *insurance policyholder*

The *policyholder* is obliged to declare to the *insurer*:

- a) the transfer of ownership between living persons of the *designated motor vehicle*;
- b) the characteristics of the *motor vehicle* replacing the *designated motor vehicle*, except those of the *motor vehicle* used temporarily as a replacement referred to in Article 1 of point F.1 of these General Terms and Conditions;
- c) the registration of the *designated motor vehicle* in another country;
- d) the bringing into circulation of the *designated motor vehicle* or any other *motor vehicle* during the period of suspension of the contract;
- e) each change of address;
- f) the data referred to in Articles 6, 7 and 8 of this point C.2.2.
- g) any additional driver under 25 years of age who drives the *insured motor vehicle* at least 24 days per year.

Article 6: Significant and lasting worsening of the risk

§ 1. Data to be declared during the contract

During the contract, the *policyholder* has the obligation to declare, under the conditions of Article 2 of point C.2.1 of these General Terms and Conditions, new circumstances or amendments in circumstances which are likely to lead to a significant and lasting increase in the risk of the occurrence of the insured event.

§ 2. Contract amendment

When the risk of the occurrence of the insured event has worsened such that, if the aggravation had existed at the time of the conclusion of the contract, the *insurer* would only have granted the insurance under other conditions, the latter must, within one month from the day on which it became aware of the increased risk, propose the amendment of the contract with retroactive effect to the day of the aggravation.

§ 3. Termination of the contract

If the proposal to amend the contract is refused by the *policyholder* or if, at the end of a period of one month from receipt of this proposal, it is not accepted, the *insurer* may terminate the contract within

fifteen days, in accordance with Articles 26 and 30, § 5, Paragraph 1, 2° of point C.2.6 of these General Terms and Conditions.

If the *insurer* provides proof that it would in no case have insured the aggravated risk, it may terminate the contract within one month from the day on which it became aware of the increased risk, in accordance with Articles 26 and 30, § 5, Paragraph 1, 2° of point C.2.6 of these General Terms and Conditions.

§ 4. Lack of response from the *insurer*

If the *insurer* has not terminated the contract nor proposed an amendment within the time limits set out in the preceding paragraphs, it cannot subsequently claim the aggravation of the risk.

§ 5. *Insurer's* recourse

When the intentional omission or inaccuracy in the reporting of risk data misleads the *insurer* on the elements of the risk assessment, it has a right of recourse against the *policyholder* in accordance with Article 8, 2° of point D.2 and Article 8 of point F.2 of these General Terms and Conditions.

When the unintentional omission or inaccuracy in the reporting of data relating to the risk can be blamed on the *policyholder*, the *insurer* has a right of recourse against the *policyholder* in accordance with Article 8, 3° of point D.2 and Article 8 of point F.2 of these General Terms and Conditions.

Article 7: Significant and lasting reduction in risk

§ 1. Contract amendment

When during the execution of the contract, the risk of the occurrence of the insured event has decreased in a significant and lasting manner to the point that, if the decrease had existed at the time of the conclusion of the contract, the *insurer* would have granted the insurance under other conditions, the latter grants a corresponding reduction in the premium due from the day on which it became aware of the reduction in risk.

§ 2. Termination of the contract

If the two parties do not reach an agreement on the new premium within one month of the *policyholder's* request for a reduction, the *policyholder* may terminate the contract in accordance with Articles 26 and 27, § 7 of point C.2.6 of these General Terms and Conditions.

Article 8: Circumstances unknown at the conclusion of the contract

When a circumstance becomes known during the course of the contract even though it was unknown to both parties at the time of the conclusion of the contract, Articles 6 and 7 of point C.2.2 of these General Terms and Conditions are applicable insofar as the circumstance is likely to lead to a reduction or an increase in the insured risk.

Article 9: Residence in another Member State of the European Economic Area

No stay of the *designated motor vehicle* in another Member State of the European Economic Area during the term of the contract may be considered as an aggravation or reduction of the risk within the meaning of Articles 6 and 7 of point C.2.2 of these General Terms and Conditions and may not give rise to an amendment of the contract.

As soon as the *designated motor vehicle* is registered in a State other than Belgium, the contract automatically terminates.

C.2.3 Amendments concerning the *designated motor vehicle*

Article 10: Transfer of ownership

§ 1. Transfer of ownership between living persons without replacement of the *designated motor vehicle*

If during the transfer of ownership between living persons of the *designated motor vehicle*, this *motor vehicle* is not replaced within sixteen days from the day after the transfer or, if within this period, the replacement is not declared, the contract is suspended from the day after the expiry of the aforementioned period and Articles 23 to 25 inclusive of point C.2.5 of these General Terms and Conditions are applied.

The premium remains acquired by the *insurer* until the transfer of ownership is brought to its attention.

When the transferred *motor vehicle* takes part in road traffic under the registration mark that it bore before the transfer, even illicitly, the coverage remains acquired for this *motor vehicle* during the aforementioned period of sixteen days provided that no other insurance covers the same risk.

The *insurer* may however exercise recourse in accordance with Articles 7 and 11 of point D.2 of these General Terms and Conditions if the damage is caused by an *Insured party* other than:

1° The *insurance policyholder*;

2° all persons who live under the same roof as the *policyholder*, including those who, for the purposes of their studies, reside outside the principal residence of the *policyholder*.

In the case of a legal person, the *policyholder* referred to in the previous paragraph is the authorised driver.

§ 2. Transfer of ownership between living persons with replacement of the *designated motor vehicle* by a *motor vehicle* which is not the property of the *policyholder* or of the owner of the transferred *motor vehicle*

In the event of replacement of the transferred *motor vehicle* by a *motor vehicle* which does not belong to the *policyholder* or to the owner of the transferred *motor vehicle*, the provisions of Paragraph 1 apply for the transferred *motor vehicle*.

For the *motor vehicle* that comes as a replacement, the contract does not offer any coverage unless agreed between the *insurer* and the *policyholder*.

§ 3. Transfer of ownership between living persons with replacement of the *designated motor vehicle* by a *motor vehicle* which is the property of the *policyholder* or of the owner of the transferred *motor vehicle*

If during the transfer of ownership between living of the *designated motor vehicle*, this *motor vehicle* is replaced before the suspension of the contract by a *motor vehicle* which belongs to the *policyholder* or to the owner of the transferred *motor vehicle*, the coverage remains acquired for the *motor vehicle*, transferred in accordance with Paragraph 1 for a period of sixteen days from the day after the transfer of ownership of the *designated motor vehicle*.

This same sixteen-day coverage is also acquired for all insured parties for the *motor vehicle* which comes as a replacement and which takes part in road traffic under the registration mark of the transferred *motor vehicle*, even illegally.

These coverages are acquired without any declaration.

In the event that the replacement of the *motor vehicle* is declared within the aforementioned period of sixteen days, the contract remains subject to the insurance conditions, including the price list, in force with the *insurer* at the time of replacement and depending on the new risk.

If the *policyholder* does not accept the insurance conditions, including the premium, it must terminate the contract in accordance with Articles 26 and 27, § 9 of point C.2.6 of these General Terms and Conditions.

If the *insurer* provides proof that the new risk has characteristics that do not fall within its acceptance criteria in force at the time of replacement of the *motor vehicle*, it may terminate the contract in accordance with Articles 26 and 30, § 11 of point C.2.6 of these General Terms and Conditions.

In the event of termination, the insurance conditions, including the premium, which were in force before the replacement of the *motor vehicle* remain applicable until the termination takes effect.

§ 4. Transfer of ownership of the *designated motor vehicle* on the death of the *policyholder*

In the event of transfer of ownership of the *designated motor vehicle* on the death of the *policyholder*, the contract subsists in accordance with Article 22 of point C.2.4 of these General Terms and Conditions.

Article 11: Theft or embezzlement

§ 1. Theft or misappropriation of the *designated motor vehicle* without replacement

If the *designated motor vehicle* is stolen or misappropriated and not replaced, the *policyholder* may request that the contract be suspended. In this case, the suspension takes effect on the date of the request but at the earliest on the expiration of the period of sixteen days from the day after the theft or misappropriation and Articles 23 to 25 inclusive of point C.2.5 of these General Terms and Conditions are applied.

The premium remains acquired by the *insurer* until the suspension takes effect.

If the suspension is not requested, the coverage remains acquired for the stolen or misappropriated *motor vehicle* except for the damages caused by persons who have taken control of the *insured motor vehicle* by theft, violence or following receipt of stolen goods.

§ 2. Theft or misappropriation of the *designated motor vehicle* with replacement by a *motor vehicle* that is not the property of the *policyholder*

In the event of replacement of the stolen or misappropriated *motor vehicle* by a *motor vehicle* which does not belong to the *policyholder* or to the owner of the stolen or misappropriated *motor vehicle*, Paragraph 1 applies.

For the *motor vehicle* that comes as a replacement, this contract does not offer any coverage unless agreed between the *insurer* and the *policyholder*.

§ 3. Theft or misappropriation of the *designated motor vehicle* with replacement by a *motor vehicle* that is the property of the *policyholder*

If the *designated motor vehicle* is stolen or misappropriated and if, before the suspension of the contract, it is replaced by a *motor vehicle* which belongs to the *policyholder* or to the owner of the stolen or misappropriated *motor vehicle*, the coverage remains acquired for the stolen or misappropriated *motor vehicle*, except for the damages caused by persons who have taken control of the *insured motor vehicle*.

vehicle by theft, violence or following receipt of stolen goods. In the event of termination of the contract, this coverage ends when the termination of the contract takes effect.

In case of declaration of the replacement of the *motor vehicle*, the contract remains in force for the *motor vehicle* which replaces the stolen or misappropriated *motor vehicle* under the insurance conditions, including the tariff which is in force with the *insurer* at the time of the replacement of the *motor vehicle* and according to the new risk.

If the *policyholder* does not accept the insurance conditions, including the premium, it must terminate the contract in accordance with Articles 26 and 27, § 9 of point C.2.6 of these General Terms and Conditions.

If the *insurer* provides proof that the new risk has characteristics that do not fall within its acceptance criteria in force at the time of replacement of the *motor vehicle*, it may terminate the contract in accordance with Articles 26 and 30, § 11 of point C.2.6 of these General Terms and Conditions.

In the event of termination, the insurance conditions, including the premium, which were in force before the replacement of the *motor vehicle* remain applicable until the termination takes effect.

Article 12: Other situations of disappearance of the risk

§ 1. Disappearance of the risk without replacement of the *designated motor vehicle*

If the risk no longer exists and if the *designated motor vehicle* is not replaced, the *policyholder* may request to suspend the contract. In this case, the suspension takes effect on the date of the declaration and Articles 23 to 25 inclusive of point C.2.5 of these General Terms and Conditions are applied, except in cases of transfer of ownership, theft or misappropriation of the *designated motor vehicle* referred to in Articles 10 and 11 of point C.2.3 of these General Terms and Conditions.

§ 2. Disappearance of the risk with replacement of the *designated motor vehicle* by a *motor vehicle* which is not the property of the *policyholder*.

After the declaration of the replacement of the *designated motor vehicle* by a *motor vehicle* which does not belong to the *policyholder* or to the owner of the *motor vehicle* designated before the suspension of the contract, the contract does not offer any coverage unless agreed between the *insurer* and the *policyholder*.

§ 3. Disappearance of the risk with replacement of the *designated motor vehicle* by a *motor vehicle* which is the property of the *policyholder*

After the declaration of the replacement of the *designated motor vehicle* by a *motor vehicle* which belongs to the *policyholder* or to the owner of the *motor vehicle* designated before the suspension of the contract, the coverage is transferred to the benefit of the *motor vehicle* which replaces it only at the time desired by the *policyholder*. At the same time, the coverage for the *designated motor vehicle* ends.

Regarding the *motor vehicle* that comes as a replacement, the contract remains subject to the insurance conditions, including the tariff, in force with the *insurer* at the time of replacement and according to this new risk.

If the *policyholder* does not accept the insurance conditions, including the premium, it must terminate the contract in accordance with Articles 26 and 27, § 9 of point C.2.6 of these General Terms and Conditions.

If the *insurer* provides proof that the new risk has characteristics that do not fall within its acceptance criteria in force at the time of replacement of the *motor vehicle*, it may terminate the contract in accordance with Articles 26 and 30, § 11 of point C.2.6 of these General Terms and Conditions.

In the event of termination, the insurance conditions, including the premium, which were in force before the replacement of the *motor vehicle* remain applicable until the termination takes effect.

Article 13: Rental contract

The provisions of Article 10 of point C.2.3 of these General Terms and Conditions are also applicable in the event of the termination of the *policyholder's* rights to the *designated motor vehicle* that it has received in performance of a rental contract or a similar contract.

Article 14: Requisition by the authorities

In the event of requisition for ownership or rental of the *designated motor vehicle*, the contract is suspended by the sole fact of possession of the *motor vehicle* by the requesting authorities.

Both parties may terminate the contract in accordance with Articles 26 and 27, § 8 or 30, § 8 of point C.2.6 of these General Terms and Conditions.

C.2.4 Duration – Premium – Amendment of the premium and the insurance conditions

Article 15: Duration of the contract

§ 1. Maximum duration

The duration of the contract cannot exceed one year.

§ 2 Tacit renewal

The contract will be automatically renewed for successive periods of one year, unless :

- the *policyholder* objects at least two months before the expiry date of the contract, in accordance with articles 26 and 27, §2 of section C.2.6 of these General Terms and Conditions;
or
- the *insurer* objects at least three months before the expiry date, in accordance with articles 26 and 30, §2 of section C.2.6 of these General Terms and Conditions.

§ 3. Short-term

Contracts lasting less than one year are not tacitly renewed, unless otherwise agreed.

Article 16: Payment of the premium

The premium, increased by taxes and contributions, is payable, at the latest, on the premium due date, at the *insurer's* request.

If the premium is not paid directly to the *insurer*, the payment of the premium is final made to the *third party* who requires it and who appears to be the agent of the *insurer*.

Article 17: The insurance certificate

As soon as the insurance coverage is granted to the *policyholder*, the *insurer* provides it with an *insurance certificate* proving the existence of the contract.

The *insurance certificate* is not valid in the event of cancellation of the contract and ceases to be so at the end of the contract or as soon as the termination or suspension of the contract takes effect.

Article 18: Failure to pay the premium

§ 1. Formal notice

In the event of non-payment of the premium on the premium due date, the *insurer* may suspend the coverage or terminate the contract provided that the *policyholder* has been given formal notice, either by bailiff's writ or by registered delivery.

§ 2. Suspension of the cover

The suspension of the cover takes effect at the expiration of the period cited in the formal notice but which may not be less than fifteen days from the day after service of the writ or the day after submission of the registered delivery.

If the cover has been suspended, the payment by the *policyholder* of the premiums due, as specified in the last formal notice or court decision, puts an end to this suspension.

The suspension of the cover does not prejudice the right of the *insurer* to claim the premiums which subsequently fall due, provided that the *policyholder* has been given formal notice in accordance with Paragraph 1 and that the formal notice recalls the suspension of the cover. The *insurer's* right is however limited to premiums relating to two consecutive years.

§ 3. *Insurer's* recourse

In the event of suspension of the cover due to failure to pay the premium, the *insurer* has a right of recourse against the *policyholder* in accordance with Articles 7, 8, 1^o of point D.2, Article 6 of point E.2 and Article 8 of point F.2 of these General Terms and Conditions.

§ 4. Termination of the contract

In the event of non-payment of the premium, the *insurer* may terminate the contract in accordance with Articles 26 and 30, § 3 of point C.2.6 of these General Terms and Conditions.

Article 19: Amendment of the premium

If the *insurer* increases the premium, the *policyholder* can terminate the contract in accordance with Articles 26 and 27, § 3 of point C.2.6 of these General Terms and Conditions.

The communication of the adjustment of the premium takes place in accordance with the legislation in force.

If the amount of the premium is amended in accordance with a clear and precise provision of the insurance contract, the *policyholder* does not have a right of termination. This provision does not affect the right of termination provided for in Article 27, § 7 and § 9 of point C.2.6 of these General Terms and Conditions.

Article 20: Amendment of the insurance conditions

§ 1. Amendment of the insurance conditions in favour of the *policyholder*, the *Insured party* or any *third party* involved in the performance of the contract

The *insurer* may amend the insurance conditions entirely for the benefit of the *policyholder*, the *Insured party* or any *third party* involved in the performance of the contract.

When the premium increases, the *policyholder* can terminate the contract in accordance with Articles 26 and 27, § 3 of point C.2.6 of these General Terms and Conditions.

§ 2. Amendment of provisions likely to have an influence on the premium or the excess

If the *insurer* amends the insurance conditions relating to the amendment of the premium according to the *claims* which have occurred or those relating to the *excess* and if this amendment is not entirely in favour of the *policyholder* or of the *Insured party*, the *policyholder* may terminate the contract in accordance with Articles 26 and 27, § 3 of point C.2.6 of these General Terms and Conditions.

If the *excess* is amended in accordance with a clear and precise provision of the insurance contract, the *policyholder* does not have a right of termination.

§ 3. Amendment in accordance with a legislative decision of an official body

If the *insurer* amends the insurance conditions in accordance with a legislative decision of an official body, it will clearly inform the *policyholder*.

When the amendment results in an increase in the premium or if the amendment is not uniform for all insurers, the *policyholder* may terminate the contract in accordance with Articles 26 and 27, § 3 of point C.2.6 of these General Terms and Conditions.

In the absence of clear information, it is the most extensive cover resulting from the legislation which is applicable and the *policyholder* can terminate the contract in accordance with Articles 26 and 27, § 3 of point C.2.6 of these General Terms and Conditions.

The *insurer* may terminate the contract in accordance with Articles 26 and 30, § 7 of point C.2.6 of these General Terms and Conditions if it provides proof that it would, in no case, have insured the risk resulting from the new legal framework.

§ 4. Additional amendments

If the *insurer* proposes amendments other than those referred to in §§ 1 and 3, it will clearly inform the *policyholder*.

The *policyholder* can terminate the contract in accordance with Articles 26 and 27, § 3 of point C.2.6 of these General Terms and Conditions.

The *policyholder* also has a right of termination if it has not received clear information from the *insurer* about the amendment.

§ 5. Manner of communicating

The communication of the amendment of the insurance conditions and the premium takes place in accordance with the legislation in force.

Article 21: Bankruptcy of the *insurance policyholder*

§ 1. Maintenance of the contract

In the event of bankruptcy of the *policyholder*, the contract subsists for the benefit of the body of creditors who become debtors to the *insurer* for the amount of premiums due from the declaration of bankruptcy.

§ 2. Termination of the contract

The trustee in bankruptcy and the *insurer* have the right to terminate the contract in accordance with Articles 26, 28 and 30, § 9 of point C.2.6 of these General Terms and Conditions.

Article 22: Death of the *insurance policyholder*

§ 1. Maintenance of the contract

In the event of the death of the *policyholder*, the contract subsists for the benefit of the heirs who are required to pay the premiums.

When the *designated motor vehicle* is granted in full ownership to one of the heirs or to a legatee of the *policyholder*, the contract remains in its favour.

§ 2. Termination of the contract

The heirs may terminate the contract in accordance with Articles 26 and 29, Paragraph 1 of point C.2.6 of these General Terms and Conditions.

The heir or legatee who has received the *designated motor vehicle* in full ownership may terminate the contract in accordance with Articles 26 and 29, Paragraph 2 of point C.2.6 of these General Terms and Conditions.

The *insurer* may terminate the contract in accordance with Articles 26 and 30, § 10 of point C.2.6 of these General Terms and Conditions.

C.2.5 Suspension of the contract

Article 23: Enforceability of the suspension

The suspension of the contract is enforceable against the *injured party*.

Article 24: Returning the *designated motor vehicle* to the road

When the *designated motor vehicle* is returned to the road, the contract is re-instated under the insurance conditions, including the price list, in force at that time.

When the contract is re-instated, the portion of the non-absorbed premium is offset against the new premium.

If the insurance conditions have been amended or the premium has been increased, the *policyholder* may terminate the contract in accordance with Articles 26 and 27, § 3 of point C.2.6 of these General Terms and Conditions.

In the event of termination, the insurance conditions, including the premium, which were applicable before the suspension of the contract remain valid until the termination takes effect.

Article 25: Placing on the road of any other *motor vehicle*

When declaring the placing on the road any other *motor vehicle* which belongs to the *policyholder* or to the owner of the *motor vehicle* designated previously, the contract is reinstated under the insurance conditions, including the tariff, in force at that time and depending on the new risk.

When the contract is reinstated, the portion of the non-absorbed premium is offset against the new premium.

If the *policyholder* does not accept the insurance conditions, including the premium, it must terminate the contract in accordance with Articles 26 and 27, § 9 of point C.2.6 of these General Terms and Conditions.

If the *insurer* provides proof that the new risk presents characteristics that do not fall within its acceptance criteria in force at the time of the request for reinstatement of the contract, it may terminate the contract in accordance with Articles 26 and 30, § 11 of point C.2.6 of these General Terms and Conditions.

In the event of termination, the insurance conditions, including the premium, which were in force before the suspension of the contract remain applicable until the termination takes effect.

C.2.6 End of the contract

Article 26: Terms of termination

§ 1. Form of the termination

Termination may be effected by bailiff's writ, by registered delivery or by delivery of the termination letter against receipt. Termination for non-payment of the premium cannot be effected by delivery of the termination letter against receipt.

Without prejudice to paragraph 1, the contract may also be terminated by the *policyholder* via a digital environment ('My personal space') provided by the *insurer* or by the insurance intermediary, with the *policyholder* signing the termination electronically using a qualified electronic signature, as defined in section B 'Definitions' of these General Terms and Conditions.

§ 2. Effective date of termination

Unless otherwise stipulated in Articles 27 and 30 of section C.2.6 of these General Terms and Conditions, termination will only take effect on expiry of a period of at least one month from the day after service by bailiff or, in the case of registered mail, from the day after it is deposited, or from the day after the date of receipt.

In the event of cancellation by the *policyholder* via a digital environment ('My personal space') provided by the insurer or intermediary, the cancellation will only take effect on expiry of a period of at least one month from the day following the qualified electronic signature.

§ 3. Credit of premium

The portion of the premium relating to the period after the effective date of the termination is reimbursed by the *insurer* within thirty days of the effective date of the termination.

§ 4 Cancellation by the *insurer* or insurance intermediary on behalf of the *policyholder*

A *policyholder* who wishes to terminate a contract in accordance with Article 27 of these General Terms and Conditions in order to subscribe a new contract with a new insurer may request that this new *insurer* or, where applicable, an insurance intermediary takes, at its own expense, the formal steps necessary to exercise the policyholder's right of termination. In this case, the new insurer or, where applicable, the insurance intermediary shall ensure that the new contract takes effect no later than the expiry of the notice period.

Article 27: Termination options for you, the insurance policyholder

§ 1. Before the contract takes effect

The *policyholder* may terminate the contract when, between the date of its conclusion and that of its entry into force, a period of more than one year has elapsed. This termination must be notified at least three months before the contract takes effect.

The termination takes effect on the effective date of the contract.

§ 2 At the end of the first insurance year

The *policyholder* may terminate the contract at the end of the first insurance period, but no later than two months before the expiry date.

Cancellation takes effect on this expiry date.

§ 3. Amendment of the insurance conditions and of the premium

The *policyholder* may terminate the contract in the event of an amendment, referred to in Articles 19 and 20 of point C.2.4 of these General Terms and Conditions, in the premium, the insurance conditions or the excess.

The *policyholder* may also terminate the contract if it has not received clear information from the *insurer* about the amendment referred to in Article 20 of point C.2.4 of these General Terms and Conditions.

§ 4. After claim

The *policyholder* may terminate the contract after a *claim* for which compensations in favour of *injured parties* have been paid or will have to be paid, with the exception of payments made in accordance with Article 1 of point E.1.1 of these General Terms and Conditions.

The termination must take place at the latest one month after the payment of the compensation. The termination takes effect at the expiration of a period of three months from the day after the service of the bailiff's writ or the day after the date of the receipt or, in the case of a registered delivery, from the day after it is submitted.

§ 5. Change of *insurer*

The *policyholder* can terminate the contract in the event of assignment by the *insurer* of rights and obligations resulting from the contract.

The termination must take place within three months of the publication in the Belgian Official Gazette of the decision of the National Bank of Belgium approving the transfer.

The termination takes effect at the expiration of a period of one month from the day after the service of the bailiff's writ or the day after the date of the receipt or, in the case of a registered delivery, from the

day after it is submitted, or on the annual premium due date when this is before the expiration of the aforementioned period of one month.

This right of termination does not apply to mergers and divisions of insurance companies, nor to transfers carried out within the framework of a contribution of the generality of the goods or of a branch of activity, nor to other transfers between *insurers* that are part of the same consolidated group.

§ 6. Cessation of the *insurer's* activities

The *policyholder* can terminate the contract in the event of bankruptcy, re-organisation as a result of court rulings or withdrawal of the *insurer's* authorisation.

§ 7. Reduction of risk

The *policyholder* may terminate the contract if, in the event of a reduction in risk, no agreement has been reached on the amount of the new premium in the month of the request for the reduction in premium.

§ 8. Requisition by the authorities

The *policyholder* may terminate the contract, when it is suspended due to the fact that the *designated motor vehicle* is requisitioned for ownership or rental by the authorities.

§ 9. Replacement of a *motor vehicle* or re-instatement of the suspended contract

When, in the event of a change of *motor vehicle* or re-instatement of the suspended contract, the *policyholder* does not accept the insurance conditions, including the premium, it must terminate the contract within a period of one month from receipt of notification of these conditions.

§ 10. Combined policy

When the *insurer* terminates one or more covers other than those referred to in Article 1 of point D.1, Article 1 of point E.1.1, and Articles 1 to 4 inclusive of point F.1 of these General Terms and Conditions, the *policyholder* may terminate the contract as a whole.

§ 11 After the expiry of one year from the start of the insurance contract

The *policyholder* may terminate the contract after the expiry of a period of one year from the start of the insurance contract without costs or penalties.

Notwithstanding Article 26 §2 of these General Terms and Conditions, termination takes effect on expiry of a period of two months from the day after service by bailiff or, in the case of a registered delivery, from the day after its deposit, or from the day after the date of the receipt. The same two-months period applies in the case of termination via a digital environment ('My personal space') provided by the insurer or intermediary, from the day after the qualified electronic signature.

Article 28: Termination by the trustee

The trustee can terminate the contract within three (3) months of the declaration of bankruptcy.

Article 29: Termination by the heirs or legatee

The heirs of the *policyholder* can terminate the contract within three months and forty days following the *policyholder's* death.

The heir or legatee of the *policyholder*, to whom the *designated motor vehicle* is allocated in full ownership, may terminate the contract within one month from the day of allocation of the *motor vehicle*. This one-month period does not prejudice the application of the three-month and forty-day period.

Article 30: Faculties of termination for us, the *insurer*

§ 1. Before the contract takes effect

The *insurer* may terminate the contract when, between the date of its conclusion and that of its entry into force, a period of more than one year has elapsed. This termination must be notified at least three months before the contract takes effect.

The termination takes effect on the effective date of the contract.

§ 2. At the end of each insurance period

The *insurer* can terminate the contract at the end of each insurance period but at the latest three months before the expiry date.

The termination takes effect on this expiry date.

§ 3. In the event of non-payment of the premium

The *insurer* may terminate the contract for non-payment of the premium, even without prior suspension of the cover, provided that the *policyholder* has been given formal notice.

The termination takes effect at the expiration of the period cited in the formal notice but at the earliest fifteen days from the day after the service of the writ or, in the case of registered delivery, from the day after it is submitted.

The *insurer* may suspend its cover obligation and terminate the contract if it has so stipulated in the same formal notice.

In this case, the termination takes effect at the expiration of the period determined by the *insurer* but at the earliest fifteen days from the first day of the suspension of the cover.

When the *insurer* has suspended their cover obligation and the contract has not been terminated in the same formal notice, termination can only take place by means of a new formal notice.

In this case, the termination takes effect at the expiration of the period cited in the formal notice but at the earliest fifteen days from the day after the service of the writ or, in the case of registered delivery, from the day after it is submitted.

§ 4. After *claim*

1° The *insurer* may terminate the contract after a *claim* only if it has paid or will have to pay compensation in favour of *injured parties*, with the exception of payments made in application of Article 1 of point E.1.1 of these General Terms and Conditions.

The termination must take place at the latest one month after the payment of the compensation.

The termination takes effect at the expiration of a period of three months from the day after the date of the service of the bailiff's writ or the day after the date of the acknowledgement of receipt or, in the case of a registered delivery, from the day after it is submitted.

The termination after a *claim* of one or more covers other than those referred to in Article 1 of point D.1, Article 1 of point E.1.1 and Articles 1 to 4 inclusive of point F.1 of these General Terms and Conditions, does not give the *insurer* the right to cancel these covers.

2° The *insurer* may, at any time, terminate the contract after a *claim*, when the *policyholder* or the *insured party* has breached one of the obligations arising from the occurrence of the *claim* with the intention of deceiving the *insurer*, as soon as the *insurer* has lodged a complaint against one of these persons before an investigating judge with civil proceedings or has summoned them to the court of judgement, on the basis of Articles 193, 196, 197, 496 or 510 to 520 of the Criminal Code. The *insurer* is required to repair the damage resulting from this termination if they have withdrawn from their action or if the public action has resulted in a dismissal or an acquittal.

The termination takes effect at the earliest one month from the day after service of the writ, or, in the case of a registered delivery, the day after the date of the receipt or the day after the date of the submission.

§ 5. Omission, inaccuracy in the declaration and increased risk

The *insurer* can terminate the contract in the event of:

1° unintentional omission or inaccuracy in the reporting of data relating to the risk when the contract referred to in Article 4 of point C.2.1 of these General Terms and Conditions is concluded;

2° a significant and lasting worsening of the risk during the contract referred to in Article 6 of point C.2.2 of these General Terms and Conditions.

§ 6. Technical requirements of the *motor vehicle*

The *insurer* can terminate the contract when:

1° the *motor vehicle* does not comply with the regulations on the technical conditions with which *motor vehicles* must comply;

2° the *motor vehicle*, subject to technical inspection, is not or is no longer furnished with a valid inspection certificate.

§ 7. New legal provisions

The *insurer* may terminate the contract if it provides proof that it would in no case have insured the risk resulting from the amendment of the insurance conditions in accordance with a decision of the official body referred to in Article 20 of point C.2.4 of these General Terms and Conditions.

§ 8. Requisition by the authorities

The *insurer* may terminate the contract, when it is suspended due to the fact that the *designated motor vehicles* is requisitioned for ownership or rental by the authorities.

§ 9. Bankruptcy of the *policyholder*

The *insurer* may terminate the contract in the event of bankruptcy of the *policyholder* at the earliest three months after the declaration of bankruptcy.

§ 10. Death of the *policyholder*

The *insurer* can terminate the contract after the death of the *policyholder* within three months from the day on which the *insurer* becomes aware of it.

§ 11. Replacement of a *motor vehicle* or re-instatement of the suspended contract

If the *insurer* provides proof that the new risk has characteristics that do not fall within its acceptance criteria in force at the time of replacement or re-instatement, it can terminate the contract within one month from the day on which it became aware of the characteristics of the new risk.

Article 31: End of the contract after suspension

If the suspended contract is not re-instated before its expiry date, it ends on that expiry date.

If the suspension of the contract takes effect within three months of the expiration date, the contract ends on the following expiry date.

The portion of the premium not absorbed is re-imbursed within thirty days of the final expiry date of the contract.

C.3 CLAIM

Article 32: Claim declaration

§ 1. Period for declaration

Any *claim* must be declared in writing immediately and, at the latest, within eight days of its occurrence, to the *insurer* or to any other person designated for this purpose in the contract. The *insurer* cannot however invoke the failure to respect this deadline if this declaration was made as quickly as it could reasonably be done.

This obligation is incumbent on all *insured parties*.

§ 2. Content of the declaration:

The *claim* must indicate as far as possible the causes, circumstances and probable consequences of the *claim*, as well as the surname, first name and domicile of witnesses and *injured persons*. As far as possible, the declaration is made on the form made available to the *policyholder* by the *insurer*.

§ 3. Additional information

The *policyholder* and the other *insured parties* provide without delay to the *insurer*, or to any other person designated for this purpose in the contract, all the useful information and documents requested by the latter. The *insured* transmits to the *insurer* or to any other person designated for this purpose in the contract, all summons and generally all legal or extra-judicial documents within 48 hours of their delivery or service to the *insured party*.

Article 33: Acknowledgment of liability by the insured party

Any acknowledgment of liability, any transaction, any fixing of damage, any promise of compensation or any payment made by the *insured party*, without the written authorisation of the *insurer*, is unenforceable against it.

The acknowledgment of the facts or the assumption of responsibility by the *insured party* for financial first aid and immediate medical care cannot constitute a cause for refusal of coverage by the *insurer*.

Article 34: Benefit provided by the insurer in the event of a claim

§ 1. Compensation

According to the provisions of the contract, the *insurer* pays the compensation due in principal.

Even beyond the compensation limits, the *insurer* pays interest on the compensation due in principal, costs relating to civil actions, including procedural compensation in criminal matters, as well as the fees and expenses of lawyers and experts, but only insofar as these costs have been incurred by it or with its agreement or in the event of a conflict of interest which is not attributable to the *insured party*, insofar as these costs have not been unreasonably incurred. The costs recovered from *third parties* and the procedural compensation must be reimbursed to the *insurer*.

§ 2. Compensation limits

There is no limit on compensation for damages resulting from bodily harm.

The compensation limit for the material damages is 100 million euros per *claim*. This amount is indexed in accordance with Article 3 of the Law of 21 November 1989 on compulsory liability insurance for *motor vehicles*.

§ 3. Dispute management

From the moment the *insurer* is required to intervene and insofar as it is called upon to intervene, it has the obligation to take up the case for the *insured party* according to the stipulations of the contract. With regard to civil interests, and insofar as the interests of the *insurer* and the *insured party* coincide, the *insurer* has the right to contest, in place of the *insured party*, the *claim* of the *injured party*. The *insurer* can compensate the latter if necessary.

§ 4. Safeguarding the rights of the *Insured party*

The interventions of the *insurer* do not imply any recognition of liability on the part of the *Insured party* and may not cause prejudice.

§ 5. Communication of the settlement of the *claim*

The final compensation or the refusal to compensate is communicated to the *policyholder* as soon as possible.

§ 6. Subrogation

The *insurer* who has paid the compensation is subrogated, up to the amount thereof, in the rights and actions of the *Insured party* against *third parties* responsible for the damage.

The *insurer* who has paid the compensation in accordance with Article 1 of point E.1.1 of these General Terms and Conditions is subrogated, up to the amount of the compensation, in the rights and actions of the *injured parties* against the *third parties* responsible for the damage.

Article 35: Criminal prosecution

§ 1. Means of defence

If a *claim* gives rise to criminal proceedings against the *Insured party*, even if the civil interests are not settled, the *Insured party* may freely choose their means of defence at their own expense.

The *insurer* must limit itself to determining the means of defence in relation to the extent of the liability of the *Insured party* and the level of the amounts claimed by the *injured party*, without prejudice to Article 34 of point C.3 of these General Terms and Conditions with regard to civil interests.

The *Insured party* is required to appear in person when the procedure so requires.

§ 2. Levels of recourse after conviction

In the event of a criminal conviction, the *insurer* cannot oppose that the insured exhaust, at its own expense, the different degrees of jurisdiction, the *insurer* not being required to intervene in the choice of levels of recourse in criminal matters.

The *insurer* has the right to pay the compensations if necessary.

If the *insurer* has intervened voluntarily, it is required to notify the *Insured party*, in good time, of any recourse it would bring against the court decision as to the extent of the liability of the *Insured party*; the latter decides at its own risk whether or not to follow the recourse filed by the *insurer*.

§ 3. Fines, transactions and fees

Without prejudice to Article 34, § 1, Paragraph 2 of point C.3 of these General Terms and Conditions, fines, transactions in criminal matters and legal costs relating to criminal proceedings are not payable by the *insurer*.

C.4 CERTIFICATE OF CLAIMS WHICH HAVE OCCURRED

Article 36: Obligation of the *insurer*

The *insurer* delivers to the *policyholder*, within fifteen days of each request and at the end of the contract, a certificate of *claims* that have occurred, including the information provided for by the regulations.

C.5 COMMUNICATIONS

Article 37: Recipient of communications

§ 1. The *insurer*

Communications and notifications intended for the *insurer* must be made to its postal address, its e-mail address or to any person designated for this purpose in the contract such as the *administrator*.

§ 2. *Policyholder*

Communications and notifications to the *policyholder* must be made to the last address known to the *insurer*.

With the consent of the *policyholder*, these communications and notifications can also be made by electronic mail to the last address provided by the *policyholder*.

D. PROVISIONS APPLICABLE TO THE LEGAL MOTOR

THIRD PARTY *LIABILITY* COVERAGE

D.1 THE COVERAGE

Article 1: Object of the insurance

By this contract, the *insurer* covers, in accordance with the aforementioned Law of 21 November 1989 or, where applicable, the applicable foreign legislation and in accordance with the contractual provisions, the Motor third party liability incurred by the *Insured party* following a *claim* caused by the *insured motor vehicle*.

Article 2: Territorial coverage

The cover is granted for a *claim* occurring in any country for which the cover is granted according to the *insurance certificate*.

This cover is granted for *claims* occurring on public roads or on public or private land.

Article 3: Claim occurring abroad

When the *claim* occurs outside Belgian territory, the coverage granted by the *insurer* is that provided for by the legislation on compulsory automobile insurance of the State in whose territory the *claim* took place.

However, the application of this foreign law cannot deprive the *Insured party* of the more extensive coverage that Belgian law grants them.

Article 4: Insured persons

Motor third party liability is covered:

- a) of the *policyholder*;
- b) of the owner, any keeper, any driver of the *designated motor vehicle* and any person transported by this vehicle;
- c) of the owner, any keeper, any driver and any person transported by the *insured motor vehicle*, referred to in Articles 10 and 11 of point C.2.3 of these General Terms and Conditions under the conditions provided for in these Articles;
- d) of the person who is civilly responsible for the aforementioned persons.

Article 5: Excluded persons

The following are excluded from the right to compensation:

- a) the person responsible for the damage, except in the case of vicarious liability;
- b) the person exonerated from liability by virtue of a legal or regulatory provision and within the limits thereof.

For the application of this article, the right to compensation remains with the person partially responsible, for the part of their damage attributable to an *Insured party*.

Article 6: Damages excluded from compensation

§ 1. The *motor vehicle* insured

Damages to the *insured motor vehicle* are excluded.

§ 2. Goods transported

The damages to goods transported professionally and for a cost by the *insured motor vehicle* are excluded, with the exception of clothing and luggage belonging to the persons transported.

§ 3. Damages caused by the transported goods

Damages which, not resulting from the use of the *insured motor vehicle*, are caused by the mere fact of the goods transported or by the handling necessitated by this transport are excluded.

§ 4. Authorised contests

Damages resulting from the participation of the *insured motor vehicle* in races or competitions of speed, regularity or skill authorised by the authorities are excluded.

§ 5. Nuclear energy

Damages to be compensated in accordance with the legislation relating to third party liability in the field of nuclear energy are excluded.

§ 6. Theft of the *insured motor vehicle*

Damages caused by persons who have taken control of the *insured motor vehicle* by theft, violence or following receipt of stolen goods are excluded.

D.2 THE INSURER'S RIGHT OF RECOURSE

Article 7: Determination of the amounts of the right of recourse

When the *insurer* is liable towards the *injured parties*, it has a right of recourse which relates to the net expenses of the *insurer*, namely the principal amount of the compensation, legal costs and interest, less any *excesses* and amounts which it was able to recover.

This right of recourse can only be applied in the cases and against the persons cited in Articles 8 to 11 inclusive of point D.2 of these General Terms and Conditions, up to the amount of the share of responsibility incumbent personally on the *Insured party*.

Unless otherwise specified in Articles 8 to 11 inclusive of point D.2 of these General Terms and Conditions, the recourse is determined as follows:

1° when the net expenses do not exceed 11,000 euros, the recourse may be exercised in full;

2° when the net expenditure exceeds 11,000 euros, the latter amount is increased by half of the sums exceeding 11,000 euros. The recourse cannot exceed an amount of 31,000 euros.

Article 8: Recourse against the *insurance policyholder*

The *insurer* has a right of recourse against the *policyholder*:

1° in the event of suspension of the contract cover for failure to pay the premium in accordance with Article 18 of point C.2.4 of these General Terms and Conditions;

2° for the total amount of its net expenditure, referred to in Article 7, Paragraph 2 of this present point D.2, in the event of intentional omission or inaccuracy in the reporting of data relating to the risk at the conclusion, in accordance with Article 3 of point C.2.1, or during the contract, in accordance with Article 6 of point C.2.2 of these General Terms and Conditions;

3° for the amount of net expenditure in accordance with Article 7, Paragraph 2 of this present point D.2, with a maximum of 250 euros in the event of unintentional omission or inaccuracy in the reporting of data relating to the risk, both at the time of conclusion, in accordance with Article 4 of point C.2.1, and during the contract, in accordance with Article 6 of point C.2.2 of these General Terms and Conditions.

Article 9: Recourse against the *Insured party*

The *insurer* has a right of recourse against the *Insured party*:

1° when the *insurer* proves that the *Insured party* intentionally caused the *claim*, for the total amount of its net expenses referred to in Article 7, Paragraph 2 of point D.2 of these General Terms and Conditions;

2° when the *insurer* proves that the *Insured party* caused the *claim* by reason of one of the following serious faults and provided that the *insurer* demonstrates the causal link with the *claim*:

a) driving while in drunken state;

b) driving under the influence of drugs, medication or hallucinogens which have the effect of depriving the *Insured party* of the control of its acts;

3° when the *insurer* proves that the *Insured party* is the author of the offence or its accomplice when the use of the *motor vehicle* which caused the *claim* was the subject of a breach of trust, a fraud or a misappropriation;

4° insofar as the *insurer* proves that it has suffered damage as a result of the *Insured party*'s failure to perform a specific act within a period determined by the contract. The *insurer* cannot invoke this period to refuse its benefit if the act was carried out as quickly as it could reasonably be done.

Article 10: Recourse against the *insurance policyholder* and the *Insured party*

§ 1. Recourse with causal link

The *insurer* has a right of recourse against the *policyholder* and, if applicable, against the *Insured party* other than the *policyholder*:

1° when, at the time of the *claim*, the *designated motor vehicle* subject to Belgian regulations for road worthiness tests does not comply with these regulations and is placed on the road outside the only journeys still authorised.

This recourse can only be exercised when the *insurer* demonstrates that there is a causal link between the condition of the vehicle and the *claim*;

2° when the *claim* occurs during the participation of the *insured motor vehicle* in a speed race or a competition, regularity or at an address not authorised by the public authorities. This recourse can only be exercised when the *insurer* demonstrates that there is a causal link between participation in this race or competition and the *claim*;

3° when the *claim* occurs when the number of passengers exceeds that authorised under regulatory or contractual provisions. The amount of the recourse is limited to the expenses relating to the passengers and this, in proportion to the number of excess passengers, compared to the total number of passengers actually transported, without prejudice to Article 7 of point D.2 of these General Terms and Conditions. This recourse can only be exercised to the extent that the *insurer* demonstrates that there is a causal link between the exceeding of the authorised number of passengers and the *claim*;

4° when the *claim* occurs when the persons transported take place in violation of regulatory or contractual conditions, with the exception of exceeding the maximum authorised number of passengers,

recourse is exercised for the total compensation paid to these persons transported, without prejudice to Article 7 of point D.2 of these General Terms and Conditions. This recourse can only be exercised to the extent that the *insurer* demonstrates that there is a causal link between the non-conforming seat in the *motor vehicle* and the *claim*.

§ 2. Recourse without causal link

The *insurer* has a right of recourse against the *policyholder* and, if applicable, against the *insured* other than the *policyholder*, when it proves that at the time of the *claim*, the *insured motor vehicle* is driven:

- a) by a person who has not reached the minimum age legally required in Belgium to drive this *motor vehicle*;
- b) by a person who does not hold a valid driving licence to drive this *motor vehicle*;
- c) by a person who has violated the specific restrictions for driving the *motor vehicle* cited on its driving licence;
- d) by a person who has a current driving licence forfeiture in Belgium, even if the *claim* occurs abroad.

There is no right of recourse for Points a), b) and c) if the person driving the *motor vehicle* abroad has complied with the conditions prescribed by law and local regulations for driving the *motor vehicle*.

There is no right of recourse for Points b), c) and d) when the *Insured party* demonstrates that this situation results solely from non-compliance with a purely administrative formality.

§ 3. Contesting the recourse

However, the *insurer* may not exercise recourse for any situation cited in this article against an *Insured party* who establishes that the breaches or facts giving rise to the recourse are attributable to another *Insured party* and occurred against its instructions or without its knowledge.

Article 11: Recourse against the author or the person civilly liable

The *insurer* has a right of recourse against the author of the *claim* or the person civilly liable in the event of transfer of ownership, provided that it proves that this *Insured party* is another person than the one referred to in Article 10, § 1, Paragraph 4 of point C.2.3 of these General Terms and Conditions.

Article 12: Application of an excess

The *policyholder* pays the *insurer* the amount of the *excesses* applicable under the contract. This payment can never exceed the expenses of the *insurer*. The *excesses* must be charged before any recourse is applied.

E. PROVISIONS APPLICABLE TO THE COMPENSATION OF CERTAIN VICTIMS OF ROAD TRAFFIC ACCIDENTS

E.1 The obligation to compensate

E.1.1 Legal basis

Article 1: Compensation for vulnerable users

In accordance with Article 29bis of the aforementioned law of 21 November 1989, the *insurer* is obliged to compensate all the damages described in this article.

Article 2: Compensation for innocent victims

In accordance with Article 29ter of the aforementioned law of 21 November 1989, the *insurer* is obliged to compensate all the damages described in this article.

E.1.2 Territorial determination of the obligation to compensate

Article 3: Territorial determination of the obligation to compensate vulnerable users

The obligation to compensate, referred to in Article 1 of point E.1.1 of these General Terms and Conditions, is applicable for the *motor vehicle* as soon as Belgian law is applicable, with the exception of accidents occurring in a country which is no mentioned on the *insurance certificate*.

The obligation of compensation is applicable for accidents occurring on the public highway or on land open to the public or to a certain number of persons having the right to frequent them.

Article 4: Territorial determination of the obligation to compensate innocent victims

The obligation to compensate, referred to in Article 2 of point E.1.1 of these General Terms and Conditions, is only applicable to accidents occurring on Belgian territory.

The obligation of compensation is applicable for accidents occurring on the public highway or on land open to the public or to a certain number of persons having the right to frequent them.

Article 5: Damages excluded from compensation

§ 1. Authorised contests

Damage resulting from the participation of the *insured motor vehicle* in races or competitions of speed, regularity or skill subject to special authorisation from the authorities is excluded.

§ 2. Nuclear energy

Damage to be compensated in accordance with the regulations on third party liability in nuclear energy is excluded.

§ 3. Theft of the *insured motor vehicle*

Damage resulting from the involvement of the *insured motor vehicle* of which people have taken control by theft, violence or following receipt of stolen goods is excluded.

E.2 THE INSURER'S RIGHT OF RECOURSE

Article 6: Recourse against the *insurance policyholder* and the *Insured party*

The *insurer* has no right of recourse against the *policyholder* or the *Insured party*, unless full or partial liability for the accident is incurred by the *policyholder* or the *Insured party*.

In this case, the *insurer* may exercise recourse in accordance with Articles 7 to 12 inclusive of point D.2 of these General Terms and Conditions.

F. PROVISIONS APPLICABLE TO ADDITIONAL COVERAGES

F.1 THE COVERAGES

Article 1: The *motor vehicle* used temporarily as a replacement

§ 1. Scope of application

The coverage extends, under the conditions of this article, to the use of a *motor vehicle* belonging to a *third party* other than the *designated motor vehicle*, without a declaration to the *insurer* being required.

The following are not considered as *third parties* within the meaning of Paragraph 1:

- the *policyholder* or, when the *policyholder* is a legal person, each driver of the *designated motor vehicle* whose name has been communicated to the *insurer*;
- persons who live under the same roof as the aforementioned persons, including those who, for the purposes of their studies, stay outside the principal residence of the *policyholder*;
- the owner or usual keeper of the *designated motor vehicle*.

The coverage is valid for the *motor vehicle* which replaces the *designated motor vehicle* and which is intended for the same use when the *designated motor vehicle* is definitively or temporarily out of use due to maintenance, improvements, repairs, technical control or total technical loss.

When the *designated motor vehicle* has two or three wheels, the coverage may in no case be provided for a *motor vehicle* with four or more wheels.

§ 2. Insured parties

As the driver, keeper or passenger of the replacement *motor vehicle* or legally responsible person for the driver, keeper or passenger, the Motor third party liability is covered:

- of the owner of the *designated motor vehicle*;
- of the *policyholder* or, when the *policyholder* is a legal person, of the authorised driver of the *designated motor vehicle*;
- of persons who live under the same roof as the aforementioned *insureds*, including those who, for the purposes of their studies, residence outside the principal residence of the *policyholder* or of the owner;
- of each person whose name is cited in the contract.

§ 3. Effective date and duration of the coverage

This coverage takes effect when the *designated motor vehicle* can no longer be used and ends when the replacement *motor vehicle* is returned to its owner or to the person designated by the owner.

The *motor vehicle* must be returned within a reasonable time after receipt of the notice that the *designated motor vehicle* has been provided.

The coverage can never exceed thirty days.

§ 4. Extension of coverage in the event of recourse

When using a *motor vehicle* under the conditions referred to in this article, coverage is also acquired when the *Insured party* is obliged to re-imburse the compensations paid to *injured persons* in performance of another insurance contract in application and in accordance with the application of the right of recourse referred to in Articles 7, 10, § 1, 1^o and 11 of point D.2 of these General Terms and Conditions.

Article 2: Towing of a motor vehicle

When the *insured motor vehicle* tows, on an occasional basis, any *motor vehicle* in order to repair it, the Motor Third Party Liability cover of the person who supplied the chain, tether, rope, fixed bar or any *accessories* used for towing is covered. The Motor Third Party Liability of this person is also covered for the damages caused to the *motor vehicle* towed.

When the *insured motor vehicle* repairs, on an occasional basis, another *motor vehicle* that is not a *trailer*, the damages caused by the *motor vehicle* towing to the *motor vehicle* towed are covered.

When another *motor vehicle* repairs the *insured motor vehicle* on an occasional basis, the damages caused by the *motor vehicle* towed to the *motor vehicle* towing are covered.

Concerning the cover of Paragraphs 2 and 3, the Motor Third Party Liability of the persons referred to in Article 4 of point D.1 of these General Terms and Conditions is covered.

Article 3: Cleaning and repairing the interior fittings of the insured motor vehicle

The *insurer* re-imburses the costs actually incurred by the insured for cleaning and repairing the interior fittings of the *insured motor vehicle* when these costs result from the unpaid transport of persons injured as a result of a road traffic accident.

Article 4: Surety bond

§ 1. Requirement from an official body abroad

When, following a *claim* in one of the countries listed on the *insurance certificate*, other than Belgium, an official body abroad requires, in order to protect the rights of *injured parties*, that a sum be deposited for lifting the seizure of the *designated motor vehicle* or for the release on bail of the insured, the *insurer* advances the required surety bond or stands personally as surety for a maximum amount of 62,000 euros for the *designated motor vehicle* and for all of the insured parties, plus the costs of setting up and recovering the surety bond which are payable by the *insurer*.

§ 2. Bond paid by the *Insured party*

If the bond has been paid by the *Insured party*, the *insurer* substitutes its personal surety or, if this is not accepted, re-imburses the *Insured party* for the amount of the bond.

§ 3. End of bond

As soon as the competent official authority agrees to release the surety bond paid or to lift the bond provided by the *insurer*, the insured must complete, at the *insurer's* request, all the formalities that may be required of them to obtain the release or withdrawal of the bond.

§ 4. Confiscation

When a competent authority confiscates the amount paid by the *insurer* or allocates it in whole or in part for the payment of a fine, a criminal transaction or legal costs relating to criminal proceedings, the *Insured party* is required to reimburse the *insurer* on request.

Article 5: Territorial coverage

These additional covers are granted in accordance with Article 2 of point D.1 of these General Terms and Conditions.

Article 6: Claims abroad

These additional covers are granted in accordance with Article 3 of point D.1 of these General Terms and Conditions.

Article 7: Exclusions

For these additional covers, the exclusions referred to in Articles 5 and 6 of point D.1 of these General Terms and Conditions apply.

F.2 THE INSURER'S RIGHT OF RECOURSE

Article 8: Recourse and excess

The *insurer's* right of recourse referred to in Articles 7 to 11 inclusive of point D.2 of these General Terms and Conditions and the application of the excess referred to in Article 12 of point D.2 are applicable to Articles 1 and 2 of point F.1 of these General Terms and Conditions.

F.3 PROVISION APPLICABLE TO COMPENSATION FOR CERTAIN VICTIMS OF ACCIDENTS

Article 9: The *motor vehicle* used temporarily as a replacement

When using a *motor vehicle* under the conditions of Article 5 of point E.1.2, Articles 1 of point E.1 to 6 of point E.2 inclusive of these General Terms and Conditions are applicable.

G.MINI-OMNIUM INSURANCE / OMNIUM INSURANCE / ADDITIONAL COVERAGES

G.1 DEFINITIONS

Article 1: Definitions

The definitions are cited under point B. "Definitions" above.

Certain defined terms must be interpreted differently depending on the type of coverage *you* have chosen (either the "Motor Third Party Liability", the "Mini-Omnium Insurance", the "Omnium Insurance" or the "Additional Coverages"), where applicable, this being indicated in the definition of the term concerned.

G.2 MINI-OMNIUM INSURANCE

This insurance, the details of which are described below, is only granted if expressly cited in your Policy Schedule.

Under no circumstances may the *insurer* be required to bear compensation other than those expressly provided for in this contract.

Article 2: Coverage

The "Mini-Omnium Insurance" includes coverage for:

- Fire,
- Theft,
- Glass breakage,
- Force of nature and Collision with animals.

Article 3: Fire

a) Scope of the coverage

The *insurer* covers the *designated motor vehicle* against fire, damages by fire, explosion, flame jets, lightning and short-circuit in the electrical installation, wherever the event occurs and whatever the cause.

b) What is not insured:

1. the damages caused by a load of corrosive, easily flammable or explosive materials or objects except in the case of:
 - the reserve of fuel intended for the use of the *designated motor vehicle*;
 - materials or objects transported in the *designated motor vehicle* and intended for domestic use;
2. the damages caused by thieves.

Article 4: Theft

a) Scope of the coverage

The *insurer* covers the *designated motor vehicle* and its *accessories* against theft as well as damages resulting from theft or attempted theft.

b) Compensation period

In the event of theft of the *designated motor vehicle*, the *insurer* pays the compensation due no later than the 30th day following receipt of the *claim* and provided that this vehicle has not been found within this period.

If, after this period, the stolen vehicle is found, the *insurance policyholder* has two options:

- either recover the vehicle against re-imbusement of the compensation received. In this case, any costs of repairing the vehicle remain the responsibility of the *insurer*, within the limits of the cover;
- or abandon the vehicle to the *insurer* and keep the compensation awarded.

The same applies if it is a theft of covered *accessories* within the meaning of this contract.

c) The *insurer* does not cover the *designated motor vehicle* and its *accessories* in the following cases:

1. the theft or damages resulting from this theft or attempted theft when committed by or with the complicity of:
 - members of the family or of persons with whom the *insurance policyholder* or the insured cohabits regularly or occasionally;
 - agents of the *insurance policyholder*, of an *Insured party* or persons or of persons with whom they cohabit regularly or occasionally;
 - persons to whom an *Insured party* has entrusted the vehicle or its keys;
2. the theft or damages that would result from this theft or attempted theft when it arises from:
 - loss of a vehicle key;
 - abandonment of or forgetting a vehicle key in or on the vehicle;
 - the non-activation or non-operation of the anti-theft or vehicle locking systems unless the vehicle is stored in a private locked garage;
3. acts of *vandalism*;
4. breach of trust and its consequences.

Article 5: Glass breakage

a) Scope of the coverage

The *insurer* covers the *insured motor vehicle*, except in the event of *total loss*, against breakage of the windscreen as well as the side and rear windows.

In the event of a *claim*, the compensation includes, to the exclusion of any other compensation:

1. the price of the material necessary for repairing broken windows according to the catalogue value in Belgium or the current prices on the Belgian market;
2. the price of the broken glass according to the catalogue value in Belgium or the current prices on the Belgian market if repair is not possible for technical reasons;
3. the cost of labour required to repair or remove broken windows and install new windows;
4. the price of new fixing seals if these are essential for fitting the new windows;
5. the costs provided for in the Additional coverage " Glass Cover Plus " cited in Article 15 of point G.4 below when this is cited as covered in the Policy Schedule.

The replacement will be justified by a detailed invoice drawn up in the name of the *insurance policyholder* and paid, stating the make of the *insured motor vehicle* and its chassis number.

b) What is not insured:

1. breakage of the rear window forming an integral part of the soft top of a "convertible" type vehicle;
2. the exclusions stipulated under Article 8 of this point G.2 also apply.

Article 6: Force of nature and collision with animals

a) Scope of the coverage

The *insurer* covers the *insured motor vehicle* against damages resulting directly and immediately from:

1. boulder landslide, rockfall, landslide, avalanche, pressure from a mass of snow, storm, hail, flood, hurricane, tornado, cyclone, earthquake, volcanic eruption and tidal wave;
2. unexpected contact with an animal on the exterior part of the vehicle;
3. damages caused to the engine compartment of the vehicle resulting from the continuous scratching or biting action of an animal which has entered it.

b) What is not insured:

1. flood damages resulting from a broken pipe in the place where the *insured motor vehicle* is located;
2. damages caused by accident and subsequent to contact with an animal or the action of a force of nature;
3. the exclusions stipulated under the Article 8 of this point G.2 also apply.

Article 7: Miscellaneous costs

In the event of a *claim*, the *insurer* also pays the costs incurred for extinguishing the fire, for the temporary garage, for the transport (including repatriation) of the *insured motor vehicle* to the repairer and for the dismantling required for the preparation of the estimate, all up to a maximum of 1,250.00 euros excluding VAT per *claim*.

In addition, when, under Belgian regulations on road worthiness tests, the *designated motor vehicle* must be presented to an inspection organism after repair, the *insurer* reimburses the costs collected by this organism.

Article 8: Exclusions common to Glass Breakage, Force of nature and Collision with animals

What is not insured:

1. the damages caused after the theft or attempted theft;
2. the damages resulting from a fire;
3. the damages caused to components of the *insured motor vehicle* as a result of wear, construction or material defect or by manifest poor maintenance of these components or by use of the *designated motor vehicle* not in accordance with the manufacturer's instructions;
4. the damages caused by the objects transported, their loading or unloading or as a result of the weight of the load carried by the *insured motor vehicle*;

5. damages caused while the *insured motor vehicle* has been leased;
6. the damages resulting from preparation for or participation in races or competitions of speed, reliability or skill. However, damages caused during rallies for exclusively tourist purposes remains insured;
7. when, at the time of the *claim*, the *insured motor vehicle* subject to Belgian regulations for roadworthiness tests does not comply with these regulations and is placed on the road outside the authorised route. This lack of coverage can only be invoked if the *insurer* demonstrates that there is a causal link between the condition of the vehicle and the occurrence of the *claim*;
8. the damages caused to the *insured motor vehicle* when, at the time of the *claim*, it is being driven by a person who does not meet the conditions prescribed by Belgian law and regulations to be able to drive the said vehicle. For example, by a person who has not reached the minimum age required, by a person who does not hold a driving licence or by a person deprived of the right to drive;
9. when the *insurer* demonstrates that there is a causal link between the occurrence of the *claim* and the fact that the driver is at the time of the *claim* in a state of alcoholic uptake equivalent to or greater than 1.5 grams per litre of blood or 0.66 milligrams per litre of expired alveolar air, in a state of intoxication or under the influence of drugs or hallucinogenic substances or under the influence of drugs the use of which makes them unfit to drive.

In the cases mentioned in Paragraphs 8 and 9, the cover remains for the *insurance policyholder* as well as the owner of the *insured vehicle* if the *insurance policyholder* demonstrates that the facts occurred without their knowledge or against their instructions. However, in such a case, the *insurer* is subrogated in the rights and actions of the *insurance policyholder* or the owner of the vehicle against the driver of the *insured vehicle* responsible for the damage, up to all or part of the compensations that the *insurer* will have paid.

G.3 OMNIUM INSURANCE

This insurance, the details of which are described below, is only granted if expressly cited in your Policy Schedule.

Under no circumstances may the *insurer* be required to bear compensation other than those expressly provided for in this contract.

Article 9: Covers

The "Omnium Insurance" includes the coverages from the "Mini-Omnium Insurance" mentioned and detailed in point G.2 and in addition: coverage for Material Damage.

Article 10: Material damages

The *insurer* covers damages caused to the *insured motor vehicle* as a result of an accident resulting from a shock, fall, rolling over or collision.

Within the framework of this cover, the following are also insured:

1. damages resulting from acts of *vandalism*;
2. tire deterioration also resulting from acts of *vandalism* and provided that the *insurance policyholder* has lodged a complaint within 48 hours of ascertaining the facts;

3. damages occurring during transfers by rail, sea or air and during loading or unloading operations;
4. up to a maximum of 250.00 euros excluding VAT per *claim* when the damage results from the voluntary transport of a person injured as a result of a road traffic accident:
 - the re-imbusement of the costs actually incurred for cleaning or repairing the interior fittings of the *insured vehicle*;
 - damage to the clothing of the *Insured party* as well as that of the persons accompanying them.

Article 11: Exclusions

1. The exclusions under the "Mini-Omnium Insurance" mentioned in Article 8 of point G.2 of these General Terms and Conditions apply identically to the "Omnium Insurance".
2. Additionally, damage to tires is excluded, unless it occurs in combination with other covered damage or in the case of *vandalism* and with the exception of the provisions in the Additional Coverage "Tire damage" referred to in Article 17 of point G.4 of these General Terms and Conditions, when it is stated as covered in the Policy schedule.

G.4 ADDITIONAL COVERAGES

The additional coverages, the details of which are described below, are only granted if expressly mentioned in your Policy Schedule.

Under no circumstances may the *insurer* be required to bear compensation other than those expressly provided for in this contract.

Article 12: Type of compensation in case of *total loss*

The type of compensation granted in case of *total loss* is mentioned in your Policy schedule.

a) Option: *Current value compensation*

In the event of *total loss*, you will receive as compensation the *current value* of the *insured vehicle* like defined in point B. "Definitions".

b) Option: *New value compensation*

In the event of *total loss*, you will receive as compensation the *new value* of the *insured vehicle* like defined in point B. "Definitions", during respectively the first 12 months or the first 24 months of insurance:

- *Option: 12 months*

Notwithstanding a) of this article, compensation in the event of a *total loss* shall be paid at *new value* in the first year of insurance (12 months from the first registration of the vehicle). As from the second year, compensation will be calculated in accordance with a) of this article.

- *Option: 24 months*

Notwithstanding a) of this article, compensation in the event of a *total loss* shall be paid at *new value* during the first two years of insurance (24 months from the first registration of the vehicle). As from the third year, compensation will be calculated in accordance with a) of this article.

Article 13: Battery cover

The insurance covers damage to the vehicle's high-voltage battery due to an insured event under the "Mini-Omnium Insurance" or the "Omnium Insurance".

Insured benefits:

1. The repair is insured provided it is carried out by an authorized repair shop;
2. If repair is not possible or uneconomical, the replacement of the insured high-voltage battery is insured. A repair is deemed uneconomical if the repair costs are higher than the *policyholder* would have to pay for a high-voltage battery of the same type and quality in the same state of wear at the time of the insured event;
3. Up to and including the second year of insurance (24 months from the first registration of the vehicle), the replacement value of the insured high-voltage battery will be compensated. The replacement value is the price that would have to be paid on the day of the damage in order to procure a new high-voltage battery of the same type. From the third year of insurance, you will be compensated at the *current value*.

Article 14: Key replacement

In the event of loss of the vehicle keys, the *insurer* will reimburse the cost of replacing the keys and changing the lock, including reprogramming the starting system immobiliser.

In addition to the common exclusions under point G.5 of these General Terms and Conditions, there is no insurance coverage for theft of the key from inside the vehicle.

Article 15: Glass Cover Plus

In addition to the Glass breakage coverage under the “Mini-Omnium Insurance” or the “Omnium Insurance”, damages to parts of the *insured vehicle* made of glass or materials that serve as a substitute for glass are insured. Damage to the vehicle’s rear-view mirror is also insured only if the bracket is damaged and replacement with the same part is necessary. The bulbs are also insured if they are destroyed when the glass breaks.

No compensation will be paid if the replacement or repair is not made or if the cost of replacing the glass equals or exceeds the *current value* of the vehicle.

Article 16: Charging equipment

The insurance covers the permanently installed charger(s)/wallbox(es) in the house for electric or hybrid vehicles of the *policyholder* or the designated usual driver against sudden and unexpected damage caused by:

1. unintentional handling error resulting in internal malfunction;
2. malicious acts/*vandalism* by *third parties*;
3. theft;
4. bites and subsequent damage caused by martens and rodents;
5. exposure to current, including short circuits, overvoltage or overcurrent;
6. overloading;
7. effects of foreign objects.

In addition to the common exclusions under point G.5 of these General Terms and Conditions, the charging equipment insurance does not cover the following:

1. functional damage, breakage and deterioration resulting directly or indirectly from the normal ageing process (in particular rust, corrosion, oxidation) or from wear and tear, i.e. natural wear and tear;
2. direct and indirect damage caused by thermal problems, in particular due to excessive temperatures, poor cooling or other overheating;
3. damage due to material, processing or design defects as well as damage or defects of any kind that existed prior to the conclusion of the contract;
4. damage caused by fire, lightning and explosions;
5. damage caused by natural forces, such as (area-wide) storms (wind speed at least 75 km/h), hail, avalanches, snow pressure, damage caused by falling rocks, stones and earth masses (landslides), floods and inundations;

6. any damage to the building on which the charger(s)/wallbox(es) are permanently installed and to persons and vehicles resulting from the operation and use of the charging station.

Article 17: Tire damage

Damage to the tires attached to the vehicle caused by nails, screws, curbs, broken glass or other sharp-edged objects as well as damage caused by intent or *vandalism* is insured.

Tires will be reimbursed at net price (excluding commercial discounts).

The following services are covered:

1. the replacement of the damaged tire up to the *current value*, but without exceeding the agreed compensation limit per tire mentioned in the Policy schedule;
2. the cost of replacing the second tire on the same axle, if technically necessary;
3. mounting within the agreed reimbursement per tire.

In addition to the common exclusions under point G.5 of these General Terms and Conditions, there is no coverage for tire damage resulting from the following causes:

1. incorrect chassis setting;
2. incorrect air pressure according to the vehicle or tire manufacturer's recommendations and operating instructions.

The consequential costs resulting directly from the *claim*, for example for the rims, are not insured. If the tire can be repaired, the repair costs will be reimbursed instead of the costs for a replacement, provided they are lower than the costs for a replacement. If the remaining tire tread is less than 3 millimetres, no compensation will be paid.

Article 18: (Roadside) Assistance

If the *insured vehicle* is unroadworthy as a result of a breakdown or an insured event, the *insurer* will provide via their Roadside Assistance (RSA) provider the following assistance services after the *policyholder* makes an initial call to the Contact Centre at a dedicated telephone number provided to the *policyholder*:

1. Roadside repair of the vehicle; or
2. If the vehicle cannot be fully repaired within a reasonable amount of time at the roadside, the vehicle will be transported based on the geographic location determined by the RSA provider to the nearest professional repair facility that can properly repair the vehicle or preferred network stipulated by a specific brand;
3. If the vehicle has a puncture and the temporary use of a universal spare wheel is available, it will be fitted so the driver can visit a local tire centre to have a tire changed. If a universal spare wheel is not available, the vehicle will be transported to the nearest appropriate tire centre, as determined by the RSA provider, for a tire replacement. Costs associated with the fitting of a replacement tire will be the responsibility of the driver;
4. If a vehicle is not sufficiently charged to complete a journey that has been started, the vehicle will be transported to a local charging station designated by the RSA provider. Costs associated with charging the vehicle are not covered;

5. In the event of immobility of the vehicle due to the fault of the driver, e.g. if the keys are locked in the vehicle, the RSA Provider will provide assistance to attempt to gain access. If this is not possible, the vehicle will be transported based on the geographical location determined by the RSA provider to the nearest professional repair facility that can properly repair the vehicle or preferred network stipulated by a specific brand;
6. If the vehicle is involved in a road traffic accident, the vehicle will be transported based on the geographic location determined by the RSA provider to the nearest professional repair facility that can properly repair the vehicle or preferred network stipulated by a specific brand;
7. If the incident occurs in a country where no suitable specialist workshop is available and the vehicle has to be recovered, the vehicle will be transported based on the geographic location determined by the RSA provider to the nearest professional repair facility that can properly repair the vehicle or preferred network stipulated by a specific brand in the home country or in another country as determined by the RSA provider. The costs for this will be covered up to a maximum of €500;
8. If the *insured vehicle* is towing a *trailer* or caravan, in the event of a breakdown or incident, the towed vehicle will be recovered to the nearest safe location.

If the damaged or broken-down vehicle is transported to the nearest specialist workshop, the *insurer* will either:

1. procure a taxi for the driver and for up to 4 passengers of the damaged or broken-down vehicle to his or her place of residence or to a place of his or her choice, in each case not more than 100 kilometres from the place of the incident; or;
2. if the driver chooses to arrange transportation, the *insurer* will reimburse the driver for the cost of a taxi ride to a destination no more than 100 kilometres from the incident location, provided that this has been agreed in advance with the RSA provider. To request reimbursement of taxi costs, the *policyholder* must send the *insurer* the receipt for the taxi journey.

In addition to the exclusions mentioned under point G.5 of these General Terms and Conditions, the following *claims* are not covered:

1. Transportation not arranged by the RSA provider or approved contractor when dealing with the accident or breakdown;
2. The cost of parts required to repair the vehicle. If the RSA provider or approved contractor has the required parts, the driver may purchase the appropriate parts from the provider for an additional charge. Parts must be paid for in full at the time of the incident and before repairs are started. Parts purchased from *third parties* will not be installed in the vehicle;
3. Transport of the recovered vehicle to more than one destination, unless the incident occurs outside of normal business hours, or the location of the first destination is unable to accept the vehicle;
4. Any breakdown resulting from a fault for which the *insurer* has previously provided Assistance cover, and either:
 - a) the original failure was not properly corrected by a party other than the RSA provider; or
 - b) the driver has been advised that only a temporary repair of the defect had been made and that further repairs were required and that the subsequent incident resulted at least in part from a failure to make these other repairs.

5. Baggage and freight – for vehicles with animals, commercially transported goods or perishable goods, towing will only be carried out in an unloaded state. Any transport and recovery costs incurred for luggage, freight and livestock are not covered.
6. Repatriation from abroad is excluded unless the incident occurs in a country where no suitable specialist workshop exists. In this case, services will be provided as described above under point 7 of this Article;
7. Any accommodation that may be required due to the location of the vehicle's accident or breakdown is not covered. This includes booking costs and related expenses, which are also not covered;
8. No insurance cover is provided if it is not possible for the service provider to get to the *insured vehicle* due to special circumstances such as events of war, with or without a declaration of war, including all acts of violence by states and all acts of violence by political or terrorist organisations, riots, civil commotion, environmental disasters (such as floods, mudslides, avalanches, etc.) or orders by high authorities;
9. All fees, costs, taxes that may be incurred in the course of customs clearance;
10. Costs related to ferry crossings (except in the case of repatriation due to the absence of a preferred network stipulated by a specific brand or professional repair facility that can properly repair the vehicle in the country of the incident or on islands of the same country (i.e. Canary Islands and Balearic Islands as part of Spain)), toll roads, congestion charges, special VAT regulations or customs procedures;
11. Arranging cross-border transportation to or from countries outside those covered by this insurance;
12. Damage caused by objects hitting the vehicle, damage caused by road fixtures, unless the vehicle is immobilised or cannot be driven safely;
13. Discharge of the low voltage battery due to normal wear and tear;
14. Damage caused by driving the vehicle off-road or over uneven, rough, damaged or hazardous surfaces;
15. Damage during races of any kind or training for this;
16. Damage that may occur while the vehicle is being pulled out due to being stuck in mud, snow, sand or other soft surfaces;
17. Damage caused by vehicle misuse or negligence;
18. Damage caused by *vandalism* – unless the vehicle is immobilised or cannot be driven safely;
19. Damage caused by attaching and removing snow chains;
20. A vehicle that is demonstrated or delivered in the motor trade or used with commercial or export licence plates;
21. Fines, fees, damages or taxes associated with impoundment or other towing services due to an actual or alleged violation;
22. Assistance will not be provided in any country that is not mentioned on the international *insurance certificate*.

Article 18a: Replacement vehicle

If the *insured vehicle* is unroadworthy as a result of a breakdown or if there is an event insured under “the Third-party liability”, “Mini-Omnium” or “Omnium”, the Assistance Provider or the specialised repair shop will arrange a replacement vehicle of the same vehicle category as the *insured vehicle*, up to the maximum amount mentioned in your Policy schedule.

Replacement vehicles can only be arranged if the insured person is in possession of a valid driving license and a credit card.

Insurance coverage is only provided under the precondition that the *insured vehicle* cannot be repaired within 24 hours and is unroadworthy for at least 24 hours.

G.5 COMMON EXCLUSIONS

Article 19: Exclusions

The various *claims* mentioned below are in no way covered by the “Mini-Omnium Insurance”, the “Omnium Insurance” and the “Additional Coverages”:

1. the *claims* which the *insurer* establishes were caused intentionally by the *Insured party*;
2. the *claims* arising directly or indirectly as a result of a phenomenon of modification of the atomic nucleus or of radioactivity;
3. the *claims* arising from war or civil unrest when an *Insured party* takes part in these events;
4. the *claims* occurring while the cover is suspended for non-payment of premium under the conditions provided for in Article 18 of point C.2.4 of these General Terms and Conditions;
5. the *claims* occurring when the risk has been amended without complying with the conditions provided for in Articles 6 and 7 of point C.2.2 of these General Term and Conditions;
6. the *claims* arising from acts of *terrorism*;
7. the *claims* within the Fire, Theft and Material damages covers when they occur to the temporary replacement *motor vehicle* as cited in the definition of the *insured motor vehicle*;
8. the *claims* where the additional driver, who is under 25 years of age and who makes journeys that are qualified as non-occasional, is not registered in the contract.

G.6 COMMON PROVISIONS

Article 20: Territorial coverage

The cover is granted for a *claim* occurring in any country for which the cover is granted according to the *insurance certificate*.

This cover is granted for *claims* occurring on public roads or on public or private land.

Article 21: Data which must be declared by the *insurance policyholder* when the contract is concluded

Articles 2 to 4 of point C.2.1 of these General Terms and Conditions apply.

Article 22: Data which must be declared by the *insurance policyholder* during the contract

Articles 5 to 9 of point C.2.2 of these General Terms and Conditions apply.

Article 23: Duration – Premium – Amendment of the premium and the insurance conditions

Articles 15 to 22 of point C.2.4 of these General Terms and Conditions apply.

Article 24: Suspension of the contract

Articles 23 to 25 of point C.2.5 of these General Terms and Conditions apply.

Article 25: End of the contract

Articles 26 to 31 of point C.2.6 of these General Terms and Conditions apply.

The "Mini-Omnium Insurance" and "Omnium Insurance" are also governed by the facility of Article 30 of point C.2.6 of these General Terms and Conditions being applied with the sole exception that the *insurer* may terminate one or more of the covers which the "Mini-Omnium Insurance" and the "Omnium Insurance" consist of, after each reporting of a *claim* involving the aforementioned covers, regardless of whether or not the liability of the *Insured party* is under consideration.

Article 26: Communications

Article 37 of point C.5 of these General Terms and Conditions applies.

Article 27: Insured value

The insured value is the value used as the basis for calculating premiums and compensations.

With the exception of the cases provided for in Article 19 of point G.5 of these General Terms and Conditions,

The insured value referred to for both the "Mini-Omnium Insurance" and the "Omnium Insurance" consists of:

- the catalogue value of the *designated motor vehicle* when it was first placed on the road, options and original fitted *accessories* included, all expressed exclusive of VAT and discount(s) not deducted including the theft protection system and its installation costs.

Article 28: Excess

The type of *excess* is systematically specified in the Policy Schedule of the contract. This *excess* is applicable for each *claim* declared and compensated.

The *excess* is automatically deducted from the compensation awarded. Consequently, damages not exceeding the amount of the *excess* will not give rise to any compensation.

Article 29: Claims

Claim declaration

Any *claim* must be declared immediately to the *insurer* in writing and at the latest within eight days of its occurrence.

The *claim* must indicate as far as possible the causes, circumstances, any *third parties* involved as well as the probable consequences of the *claim*.

For each damage observed and circumscribed, the *insurance policyholder* will draw up a report unless they can invoke the same details of the accident which generated multiple damages to the *insured motor vehicle*.

The *insurance policyholder* must provide the *insurer* without delay with all the useful information and documents requested in this context.

Submitting a complaint

In the event of theft, the *insurance policyholder* is required to submit a complaint within 24 hours to the competent judicial or police authorities.

Reparations

When the damage caused to the *motor vehicle* insured by a covered *claim* is repairable, the *insurer* reimburses the cost of the repairs, including non-deductible VAT, provided that the *Insured party* has definitively borne this tax in reality.

Emergency repairs

The *insurance policyholder* must, before any repair work, communicate to the *insurer* the estimated cost so that the latter can decide what action to take.

If there is an urgent reason for immediate repair or immediate replacement of parts, the *insurance policyholder* is authorised to have the repair undertaken without informing the *insurer* in advance provided that the amount of damages does not exceed 600.00 euros, excluding VAT and that a justification of the expenditure is subsequently given by means of a detailed invoice.

When the damage is greater, the *insurance policyholder* may have the necessary repairs or replacement of parts carried out, if, after the period of eight days since their notification to the *insurer*, by registered delivery, of the estimated cost estimate, the *insurer* has not reacted.

Total loss

There is *total loss* when the *insured motor vehicle* can no longer be repaired or when the cost of repairs exceeds, on the day of the *claim*, the *compensation value* defined below, less its *residual value*.

There is also *total loss* of the *designated motor vehicle* as soon as it is not found at the end of the compensation period provided for in the "theft" cover.

In the event of *total loss*, the *insurer* may sell the wreck. The payment of the *total loss* compensation will be subject to the prior delivery of all on-board documents, keys, coded cards and other items of the *insured vehicle*.

If, on the other hand, the *insured* wishes to keep the wreck, its value will be deducted from the amount of compensation paid.

The *compensation value* is:

- in the event that the Additional Coverage "New Value Compensation" is chosen and mentioned in the Policy Schedule, calculated in accordance with the provisions of Article 12 of point G.4 of these General Terms and Conditions.

- in all other cases, is equal to the *current value* of the *insured motor vehicle* at the time of the *claim*.

The compensation is supplemented by the part of VAT which is not legally recoverable by the owner of the vehicle, on the basis of the VAT rate in force at the time of the *claim*, without exceeding the amount of VAT actually paid on purchase of the *insured vehicle*. If, at the time of the *claim*, the VAT rate that *you* can recover is different from that which *you* declared when signing the contract, our intervention will be limited to the amount resulting from the application of the rate present in your contract on the date of the *claim*.

Expert measurements

The *insurer* can have the damage assessed by an expert of its choice, whose costs and fees it bears.

In the event of disagreement on the amount of damages set by our expert, *you* have the option of appointing an expert to determine the amount of damages in agreement with our expert.

In the event of disagreement between them, they appoint a third, with whom they form a college which decides by a majority of votes. In the absence of a majority, the opinion of the third expert shall prevail. If one of the parties does not appoint an expert or if the parties' experts do not agree on the choice of the third, the appointment will be made by the President of the Court of First Instance of your domicile, at the request of the most diligent party.

The same will apply if an expert does not fulfil their mission. The experts are exempt from any legal formality. Each party bears the costs and fees of their expert. The costs and fees of the third expert are shared by half between *you* and us.

Proportionality rule

In the event of a *claim*, the insufficiency of the insured value as declared at the time of subscription compared to the value which should have been insured in accordance with Article 27 of this point G.6, gives rise to the application of the proportionality rule.

Subrogation

The *insurer* is subrogated in the rights of the *Insured party* for the recovery of the sums it has assumed or on which the *insurer* has made the advance, as well as procedural compensations.

H. Information relating to the protection of privacy

a. Why does Helvetia Global Solutions Ltd. use *your* personal data?

In the context of *your* relationship with Helvetia Global Solutions Ltd for an insurance contract, Helvetia will use *your* personal data primarily for the conclusion, administration (including commercial administration) and performance of the contract.

More information can be found in the Information on data protection of Helvetia on <https://www.helvetia.com/ch/web/en/about-us/services/contact/privacy.html>.

b. Why does Qover use *your* personal data?

Qover may process *your* data as a controller in the event of an inspection by the FSMA, in accordance with its legal obligation under the Belgian Insurance Act of 4 April 2014, Article 290.

You can find Qover's privacy statement on <https://www.qover.com/terms-policies/data>.

I. Fraud – Article 496 of the Criminal Code

Any fraud or attempted fraud against the *insurer* in the establishment of the *claim* or in the responses to the questionnaires will not only result in the termination of the insurance contract but will also be the subject of criminal proceedings on the basis of Article 496 of the Criminal Code. In addition, the person concerned can be included in the file of the Economic Interest Grouping, Datassur. By virtue of the law on the protection of private life, they will be informed and, if necessary, will have the possibility of having their information corrected.

J. Translation

We have written these General Terms and Conditions to make them clear and understandable for all of our clients. We provide our clients with a Dutch and English translation of our General Terms and Conditions. We have taken the greatest care to ensure that this translation conforms to the official versions of the General Terms and Conditions. However, it is possible that certain stipulations remain open to interpretation and generate ambiguity. In case of ambiguity, the official French version shall prevail and be the only correct and main version.

K. THE PARTIES INVOLVED

Administrator

Qover SA, an untied insurance agent, authorised and regulated by the Financial Services and Markets Authority (FSMA Belgium) under the registration number 0650.939.878, with its head office at Rue du Commerce 31 – 1000 Brussels, Belgium – VAT BE 0650.939.878 – www.qover.com.

Insurer

Helvetia Global Solutions Ltd is an insurance *company*, located at Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, and authorized by and subject to the supervision of the Financial Market Authority (FMA) of the Principality of Liechtenstein.

Helvetia Global Solutions Ltd is authorised to provide insurance distribution services in Belgium on the basis of the freedom to provide services and is registered in Belgium under the code number 2499.

Assistance service provider

Helvetia Global Solutions Ltd may delegate the organisation of support services and assistance requests to a third party assistance provider.