

# GENERAL TERMS AND CONDITIONS OF INSURANCE



## MOTOR VEHICLE LEGAL PROTECTION



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For the interpretation of this contract, the following terms shall mean:

### **DEFINITIONS:**

**INSURER:** *The insurance company where the insurance policy is taken out, which is bound by the terms and conditions that follow.*

**POLICYHOLDER:** *Sharonomy SA, the authorised driver.*

### **INSURED:**

- *The driver designated in this car-sharing contract, in compliance with the acceptance conditions set by Sharonomy;*
- *The owner of the insured vehicle;*
- *Any passenger transported free of charge in the insured vehicle;*

*To prevent the present contract from causing prejudice to the driver, it is stipulated that in the event of litigation opposing the insureds between them, only the driver shall retain the benefit of this contract against all other persons.*

*Nevertheless, if the driver agrees and if the compensation pursued is actually the subject of civil liability insurance, the other persons retain the benefit of this contract too.*

**THIRD PARTY:** *Any person other than the insured.*

**INSURED VEHICLE:** *Any vehicle used for the car-sharing.*

**DISPUTE:** *Any disagreement that leads the insured to assert a right or to resist a claim, up to and including in court proceedings. Any follow-up of disagreements that are interconnected shall be considered as a single dispute.*

### **EXTRA-CONTRACTUAL CIVIL LIABILITY:**

*The obligations that exist outside any contract to remedy the damage caused to others.*

## OBJECT AND SCOPE OF THE COVERAGE

### FOR WHICH DISPUTES CAN THE INSURED DEMAND THE BENEFITS OF THIS CONTRACT?

#### Article 1

The insured is covered for the benefits provided under this contract, insofar as he is in a dispute situation following an event that occurred during the validity period of this contract, i.e. when he claims compensation for bodily injury or material damage from the person or insurance company of the person, who is held civilly liable outside any contract, following the event involving the insured vehicle.

### FOR WHAT BENEFITS IS THE INSURED COVERED?

#### Article 2

The insurer shall:

- Inform the insured about the scope of his rights and the way of organising the defence thereof by asking, where necessary, for all official reports, results of ascertainment or investigation, expert opinion and various consultations;
- Take all steps to put an end to the dispute amicably;
- In case of a conflict of interest between himself and the insured, invite the latter expressly, as of the amicable phase of dealing with the dispute, to choose a lawyer or counsel with the requisite qualifications to defend him;
- Inform the insured of the opportunity to undertake or take part in the exercise of judicial or administrative proceedings with the cooperation of a lawyer, expert or counsel with the required qualifications, which the insured will choose at his complete discretion.

### WHICH EXPENSES ARE COVERED? WHICH ARE NOT?

#### Article 3

By virtue of Article 2 and in accordance with the services provided to solve the guaranteed dispute, the insurer shall assume, as of the first euro and without the insured having to assume an advance the

- Expenses for the formation and processing of the case;
- Expert appraisal expenses;
- Expenses for court proceedings;
- Bailiffs' fees and expenses;
- Lawyers' fees and expenses.

In the event that the statement of fees and expenses shows an abnormally high amount, the insured undertakes to ask the competent authority or court to look into the statement of fees and expenses at the insurer's expense. Otherwise, the insurer reserves the right to limit his intervention.

The insurer shall not assume:

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- The expenses and fees incurred by the insured before the declaration of the dispute or subsequently, without prior notification, except in justified emergency;
- Penalties, fines, surcharges, settlements with the Crown Prosecution Service,
- Sums in principal and incidentals that the insured might have to pay.

### WHAT IS THE MAXIMUM AMOUNT OF EXPENSES COVERED?

#### Article 4

The fees and expenses announced in Article 3 shall be assumed by the insurer for up to €12,394.68 per dispute.

The following shall not be taken into consideration when determining this amount:

The internal file management expenses by the insurer and the expenses and fees for consulting a lawyer provided under Article 7, section 1.

When several insureds are involved in a litigation, the driver shall specify to the insurer the priorities to be granted in exhausting the covered sums.

### IN WHICH COUNTRY DOES THE CONTRACT TAKE EFFECT?

#### Article 5

The coverage shall be provided in all the EU Member States as well as Andorra, Lichtenstein, Norway, San Marino, Switzerland and the Vatican.

### HOW CAN THE BENEFITS OF THE CONTRACT BE OBTAINED?

#### Article 6

To obtain the benefits of the contract and defend his interests, the insured is asked to:

- Inform the insurer about the occurrence of the dispute and its origin, in writing, and also as rapidly as possible. The insured shall not incur any lapse as a result, provided that the information reaches the insurer at the latest 30 days after the expiry of the car-sharing contract;
- Provide, on his own initiative or at the insurer's request, all useful information for processing the file;
- Forward, upon receipt, the writs and procedural documents sent, served and delivered to him.

The insured shall personally assume additional costs resulting from his negligence in this respect.

He shall moreover be deprived of any right to the coverage for the dispute considered and shall have to reimburse the sums incurred if he makes inaccurate or incomplete statements in bad faith.

### HOW DOES THE INSURED HAVE CONTROL OVER THE DEFENCE OF HIS INTERESTS?

#### Article 7

Informed of the occurrence of the dispute and its origin as set out in Article 6, the insurer shall examine all the data of the dispute, and insofar as the dispute falls under the scope of the contract, shall provide an opinion within a short time frame about how to deal with the request for an amicable or judicial solution. If the insured no longer shares this opinion, the insurer will invite him to consult a lawyer of his choice in order to obtain a written and reasoned consultation.

If this lawyer confirms the insured's position, the insurer shall assume all the expenses corresponding to the services to be provided with a view to the recommended solution for the dispute, including lawyer's fees and expenses pertaining to that consultation.

If he confirms the insurer's thesis, the latter shall in any case assume half of the fees and expenses for the consultation.

If against the opinion of the insurer and said lawyer, the insured manages to obtain a superior result at the end of the proceedings than that which could have been obtained if he had followed the insurer's opinion, the corresponding costs shall be assumed entirely by the insurer, including the balance of the expenses and fees for the consultation.

Whilst continuing to benefit from the insurer's assistance, the insured shall manage the entire judicial proceedings.

### FOR WHICH DISPUTES IS THE INSURED INELIGIBLE FOR THE BENEFITS OF THE CONTRACT?

#### Article 8

This contract shall take effect only when the dispute occurs owing to one of the afore-indicated circumstances, except if the insured shows that there is no causal link between the dispute and said circumstances:

- The insured has committed an intentional fault;
- The insured has taken part in a race, a speed, reliability or skill competition;
- The insured has taken part in events of war, attacks, rights, collective labour conflicts, civil or political strife;
- The insured vehicle was driven by a person who did not meet the conditions stipulated by law and the regulations;
- The insured vehicle was not legally in a state to be driven.

The following shall also be excluded from the coverage:

- The disputes following damages attributable to the effect of any property of nuclear products, nuclear fuel of radioactive waste;
- The disputes relating to contractual civil liability.
- Disputes arisen owing to complaints by the owner of the vehicle concerning the authorised driver, and vice-versa.

## **ADMINISTRATIVE POSITIONS**

### **WHEN DOES THE CONTRACT START AND END?**

#### **Article 9**

Cf. Particular terms and conditions

### **SUSPENSION OF THE CONTRACT**

#### **Article 10**

In case of requisition of ownership or of rental of the designated vehicle, the contract shall be suspended by the mere fact that the requisitioning authorities have taken the vehicle.

### **BEAR IN MIND FURTHER THAT ....**

#### **Article 11**

The insurer shall be subrogated in the rights of the insured to recover sums assumed and in particular any court compensation. Communications for the insured shall be made to the address mentioned in the particular terms and conditions or that indicated by the insured subsequently.

The insurer shall ask the insured to transmit its communications to the insurer's headquarters.

The benefits of this contract may be claimed only if any insurance prior or subsequent to this contract, with the same object, has ceased to produce its effects.