

# GENERAL TERMS AND CONDITIONS OF INSURANCE



## MOTOR VEHICLE CIVIL LIABILITY



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

**COLLECTIVE ACTS OF VIOLENCE:** War, civil war, collectively inspired acts of military violence, requisition or forced occupation.

**INSURED:** any person whose liability is covered by the contract

**COMPANY:** L'Ardenne Prévoyante S.A., 5 Avenue des Démineurs, 4970 Stavelot, insurance company accredited under Code number 0129, company number 402313537 with which the contract is concluded. Inter Partner Assistance gives authorisation to L'Ardenne Prévoyante for everything concerning the acceptance of risks and the management of contracts relating to assistance, with the exclusion of claims.

**AUTHORISED DRIVER:** The authorised driver must be 23 years old or older and hold a valid, definitive driving licence issued by an institution in Belgium or another Member State of the European Economic Area for more than 3 years.

The authorised driver must not have had a car accident with physical injuries, withdrawal of licence, termination/voidance by a previous insurance or withdrawal/suspension of licence or criminal conviction relating to driving, irrespective of the reason (including alcohol blood level, narcotics, failure to report an accident, driving under the influence) in the 60 months prior to the rental.

The authorised driver must not be medically incapacitated to drive.

**POLICYHOLDER:** Sharonomy SA and the authorised driver;

**INJURED PERSONS:** Persons who have suffered damage giving rise to the application of the contract, and their beneficiaries;

**CLAIM:** Any event that has caused damage that could lead to the application of the contract;

**TERRORISM:** An action or threat of action, organised in secrecy for ideological, political, ethnic or religious purposes, carried out individually or in a group and affecting persons or destroying totally or partially the economic value of a material or immaterial asset, with a view to impress the public, create a climate of insecurity or exert pressure on the authorities, or with a view to hinder the flow of traffic and the normal operation of a service or company.

**Provisions relating to terrorism.** If an event is recognised as terrorism, the company's contractual commitments shall be limited, pursuant to the Act of 1 April 2007 concerning insurance against damages caused by terrorism, provided that terrorism is not excluded. The company (with the exception of Inter Partner Assistance) is in fact a member of the non-profit association Terrorism Reinsurance and Insurance Pool ASBL. The legal provisions concern in particular the scope and period of execution of provision of services. As regards risks entailing a legally required coverage for damage caused by terrorism, claims due to arms or devices intended to explode through the modification of the atomic nucleus structure shall always be excluded. In all other cases, all forms of nuclear risk caused by terrorism are always excluded.

**DESIGNATED VEHICLE:** The automotive vehicle described in the particular terms and conditions: everything that is connected thereto shall be considered as constituting a part thereof.

## MOTOR VEHICLE CIVIL LIABILITY

### CHAPTER 1 OBJECT AND SCOPE OF THE INSURANCE

#### Article 1

Under this contract, the company shall, pursuant to the Act of 21 November 1989 and the terms and conditions which follow, cover the civil liability incurred by the insureds following a claim in Belgium involving the designated vehicle.

The company shall, in accordance with the law, provide compensation for bodily injuries to a vulnerable user from a traffic accident in which the insured vehicle is involved.

The civil liability insurance shall apply also to all the countries indicated by name on the green map and not expressly crossed out, said list having been drawn up in accordance with the inter-bureau agreement.

When the event of claim has occurred outside Belgian territory, the coverage granted by the company shall be that provided by the legislation on mandatory motor vehicle insurance of the State on whose territory said event of claim occurred. The application of that foreign law shall not, however, deprive the insured of the broader coverage provided under Belgian law.

If the event of claim occurs on the territory of an EU Member State, and for the part of the coverage that exceeds that required by the mandatory insurance law of the country where the event of loss occurred, the exceptions, voidances and lapses relied upon against the insured shall also apply to injured persons who are not nationals of an EU Member State when said exceptions, voidances and lapses are due to a cause prior to the event of claim. The same exceptions, voidances and lapses may, under the same conditions be relied upon for the entire coverage when the law of the country on whose territory the event of claim occurred does not provide for unenforceability.

The coverage shall be granted for events of claim that occurred on the public thoroughfare or on private or public land.

#### Article 2

When, following an event of claim which occurred in a country referred to in Article 1 other than Belgium, a foreign authority requires, for the protection of the rights of the injured persons, that a sum be deposited to release the designated vehicle or to release the insured on bail, the company shall advance the bail required, and stand personally guarantee for a maximum amount of €61,973.38 for the designated vehicle and all the insureds, plus the expenses for the establishment and recovery of the guarantee which are payable by the company.

If the bail was paid by the insured, the company shall substitute its personal surety or, if that is not admitted, reimburse the amount of bail to the insured.

As soon as the competent authority agrees to release the bail or to lift the surety provided by the company, the insured shall, at the company's request, see to all such formalities as may be required in order to obtain such release.

When the competent authority confiscates the amount paid by the company or allocates all or part thereof for the payment of a fine, a penal transaction or court costs relating to criminal proceedings, the insured shall be required to reimburse the company upon request.

#### Article 3

##### 1. Coverage for civil liability shall be extended to:

- the policyholder;
- the owner, any holder or driver of the designated vehicle, and any person that said vehicle transports;
- the employer of the aforementioned persons when they are exempted of any liability by virtue of Article 18 of the Employment Contracts Act of 3 July 1978.
- the organisation that employs the aforementioned persons as volunteers, when they are not liable by virtue of the Volunteers' Rights Act.

The liability of those who assumed control of the designated vehicle through theft or violence or acquired it after it was stolen, shall not be covered.

##### 2. When the designated vehicles tows, on occasion, any automotive vehicle to have it repaired, the coverage shall be extended to the party who in such a case provides the chain, rope, chord, fixed bar or any accessory used for the towing.

#### Article 4

The amount of the coverage shall be as follows:

##### 1. For damage resulting from bodily injuries: unlimited.

Nevertheless, if on the day of the event of claim, the regulations authorise the company to limit its coverage for such claims, said coverage shall be limited to €100 million per claim or, if it is higher, to the lowest amount authorised for the limitation of coverage by the regulations.

##### 2. For material damages, other than those referred to in the points below: limited to €100 million per claim, or, if it is higher, to the lowest amount authorised for the limitation of coverage by the regulations..

#### Article 5

The following may not receive compensation:

##### 1. - The person responsible for the damage, except if someone else is liable;

- The person who is exempted of any liability by virtue of Article 14 of the Employment Contracts Act of 3 July 1978.

## MOTOR VEHICLE CIVIL LIABILITY

Compensation shall nonetheless be payable to the person partially liable, for the part of the damage attributable to an insured.

### **2. The driver of the insured vehicle for material damages when he has not suffered bodily injuries.**

#### Article 6

The insurance coverage shall not include:

1. Damage to the insured vehicle;
2. Damage to the goods transported by the insured vehicle;
3. Damage which does not result from the use of the vehicle, is caused by the sole fact of the transported goods or handling required for said transport;
4. Damage caused due to the participation of the insured vehicle in authorised races or speed, reliability and skill competitions;
5. Damage the repair of which is organised by the legislation on civil liability in the nuclear energy sector.
6. Damage caused by collective acts of violence. Claims caused by terrorism are not excluded.

## CHAPTER 2 DESCRIPTION AND MODIFICATION OF THE RISK - – DECLARATIONS OF THE POLICYHOLDER

#### Article 7

1. The policyholder shall be required to declare, with precision, when the contract is concluded, all the circumstances known to him or which he must reasonably consider as constituting risk assessment elements for the company. If no answer is provided to certain written questions put by the company, for example the questions in the insurance proposal, and if the company has concluded the contract nonetheless, it may, barring in the case of fraud, avail itself of this omission subsequently. The same shall apply if the company concluded the contract without a duly completed insurance proposal.

**2. When intentional omission or inaccuracy misleads the company** with regard to risk assessment elements, the contract shall be null and void. The premiums due up to the time when the company becomes cognisant of the intentional omission or inaccuracy shall be payable.

**3. When an omission or inaccuracy in the declaration is not intentional**, the company shall propose, within a month as of the day on which it became cognisant thereof, to amend the contract effective as of that day.

If the proposal to amend the contract is refused by the policyholder or if after a period of one month as of receipt of said proposal, the latter is not accepted, the company may terminate the contract within 15 days.

Nevertheless, if the company provides proof that it would have under no circumstances insured the risk, it may terminate the contract within a month as of the day it became cognisant of the omission or inaccuracy.

#### Article 8

In the course of the contract, the policyholder shall be required to declare, under the conditions of Article 7.1., new or changed circumstances of such nature as to entail a serious and lasting aggravation of the risk that the insured event will occur.

When the risk that the insured event will occur is aggravated in such a way that, if the aggravation had existed at the time the policy was taken out, the company would have agreed to the provide the insurance coverage only under different conditions, it shall, within a month as of the day on which it became cognisant of the aggravation, propose to amend the contract with retroactive effect as of the day of the aggravation. If the proposal to amend the contract is refused by the policyholder or if, upon the expiry of a period of one month as of receipt of said proposal, the latter is not accepted, the company can terminate the contract in 15 days.

If the company provides proof that it would have under no circumstances insured the aggravated risk, it may terminate the contract in one month as of the day on which it became cognisant of the aggravation.

When in the course of the performance of the contract, the risk that the insured event will occur has diminished to a considerable and lasting effect, to the point that, if the diminution had existed at the time the insurance coverage was taken out, the company would have agreed to the insurance under different conditions, it shall grant a corresponding reduction as of the day on which it became cognisant of the diminution of the risk. If the contracting parties do not manage to reach an agreement on the new premium within one month as of the request for a reduction made by the policyholder, the latter may terminate the contract.

## CHAPTER 3 COMMUNICATIONS AND NOTIFICATIONS

#### Article 9

Communications and notifications for the company must be made in one of its business offices in Belgium or to any other person designated for that purpose in the particular terms and conditions. Communications and notices to the policyholder must be served at the address last known to the company.

### CHAPTER 4 CLAIMS AND JUDICIAL DOCUMENTS

#### Article 10

Every claim must be declared immediately in writing to the company or to any other person designated for that purpose in the particular terms and conditions within 8 days of the occurrence of the event at the latest. This requirement shall be incumbent upon all insureds who could be held liable.

The declaration of the claim must indicate, insofar as possible, the causes, circumstances and probable consequences of the event of claim, and the forename, surname and domicile of the witnesses and injured persons.

The policyholder and the other insureds shall provide the company or any other person designated for that purpose in the particular terms and conditions all information and useful documents requested by the latter.

The declaration shall, insofar as possible, be made using the form placed at the policyholder's disposal by the company.

#### Article 11

The insured shall transmit to the company or to any other person designated for that purpose in the particular terms and conditions, all writs of summons, notifications and generally any judicial or extra-judicial documents within 48 hours of being served or delivered.

#### Article 12

From the time that the company's coverage is due, and provided that it is called for application, the latter has the obligation to stand up for the insured within the limits of the coverage.

As regards the civil interests, and insofar as the interests of the company and the insured coincide, the company shall be entitled to oppose the claim of the injured person in the place and stead of the insured. The company may compensate the latter, where warranted.

These actions on the part of the company shall not entail any recognition of liability for the insured and may not cause prejudice to the latter.

The definitive compensation or the refusal to compensate shall be communicated to the policyholder as promptly as possible.

The company which has paid damages shall be subrogated in such rights and actions as may belong to the insured.

#### Article 13

Any recognition of liability, any settlement, determination of damages, promise of compensation, or payment made by the insured without the written consent of the company shall not be binding for the latter.

Admission of materiality of an event or the provision of first financial and medical aid by the insured may not constitute a reason for the company to refuse to provide coverage.

#### Article 14

The company shall pay the compensation payable in principal up to the coverage. The company shall pay, even beyond the limits of the coverage, the interest pertaining to the compensation payable in principal, the expenses pertaining to the civil actions as well as the fees and expenses of lawyers and experts, but only to the extent that such expenses were incurred by it or with its consent or, in the case of conflict of interest not attributable to the insured, provided that such expenses were not incurred unreasonably.

#### Article 15

If an event of claim gives rise to criminal prosecution against the insured, even if the civil interests are not settled, the insured shall choose the remedies freely at his expense.

The company must limit itself to determining the means of defence in relation to the scope of the insured's liability and the amount claimed by the injured party, without prejudice to Article 12 as regards the civil interests.

The insured shall be required to appear personally when the proceedings so require.

#### Article 16

In the event of criminal conviction, the company may not be opposed to the insured exhausting the different degrees of jurisdiction at his expense, as the company does not have to intervene in the choice of remedies in criminal matters.

It has the right to pay compensation where it deems it appropriate.

If the company intervenes voluntarily, it shall be required to inform the insured, in good time, of every action it takes against the court decision as to the scope of the insured's liability; the latter shall decide, at his risk, whether to follow the remedy opted for by the company.

#### Article 17

The sums collected immediately during the ascertainment of infringements to the general traffic regulations, nor in transactions

## MOTOR VEHICLE CIVIL LIABILITY

with the Crown Prosecution Services, fines and surcharges, or litigation costs relating to criminal proceedings shall not be borne by the company.

### CHAPTER 5 LAPSES – REMEDY BY THE COMPANY

#### Article 18

When the company is liable to injured persons it shall, independent of any other action that may be incumbent upon it, have a right to remedy in the cases and against the persons referred to in Article 19. The remedy shall pertain to compensation which the company is required to pay in principal as well as the court costs and interest. It shall be exercised in full if the aforementioned sums do not exceed €10,411.53 overall. It shall nonetheless be exercised for only half of said sums when they exceed €10,411.53 with a minimum of €10,411.53 and a maximum of €30,986.69.

#### Article 19

1. The company shall have a right of remedy against the policyholder and/or unauthorised driver, in the event of:

- a. Suspension of the coverage of the contract because the premium was not paid;
- b. Intentional omission or inaccuracy in the declaration of the risk, upon the conclusion and during the course of the contract. This remedy shall be exercised in full and shall not be subject to the limitation provided under Article 18;
- c. Non-intentional omission or inaccuracy in the declaration of the risk upon the conclusion and in the course of the contract, for which the policyholder may be held accountable. The amount of remedy shall be limited to €247.89 (not indexed).

The remedy options shall not be exercised in the event that the contract has been amended pursuant to Articles 7 and 8.

#### **2. The company has a right to remedy against the driver, authorised or unauthorised, who perpetrated the event of claim:**

- a. Who caused the event of claim intentionally. The remedy shall be exercised fully and shall not be subject to the limit provided under Article 18;
- b. Who caused the event of claim because one of the following cases of serious misconduct: driving under the influence or similar state resulting from the use of products other than alcoholic beverages;
- c. When the vehicle has been used by way of abuse of trust, fraud or high-jacking; this remedy shall be exercised only against the perpetrator or his accomplice.

3. The company has a right to remedy against the policyholder, and, where necessary, against the authorised or unauthorised driver and/or against the owner:

- a. When the event of claim occurs during participation in unauthorised races, speed, reliability and skill competitions;
- b. When, at the time of the event of claim, the vehicle is driven by a person who does not meet the conditions stipulated by Belgian law and regulations to drive that vehicle, for example, by a person who has not reached the minimum age required, by a person who does not have a driving licence, or a person who has been deprived of the right to drive. The right to remedy shall not apply however if the person who drives the vehicle abroad has complied with the conditions stipulated in the local law and regulations for driving the vehicle and has not been incapacitated in Belgium, in which case the right to remedy is maintained.
- c. When the designated vehicle is subject to Belgian regulations on the technical inspection, for any event of claim that has occurred, while the vehicle is not or is no longer under valid certificate, except on the normal way to undergo said technical inspection or after the issuance of a certificate bearing the wording "prohibited from driving" on the normal way between the inspection organisation and his home and/or the repairer as well as on the normal way to report to the inspection organisation after repairs. The right to remedy shall not however be exercised if the insured can show that there is no causal link between the state of the vehicle and the event of claim;
- d. When the event of claim occurs while the number of passengers exceeds that authorised by the relevant regulatory or contractual provisions or when the transport of persons violates regulatory or contractual provisions.

When the number of passengers exceeds the maximum number authorised by the relevant contractual or regulatory provisions, the amount of the remedy shall be proportional to the number of passengers in excess, compared with the total number of persons actually transported, without prejudice to Article 18.

Children under four years old are not taken into account when calculating the number of passengers, but children aged four to fifteen are considered as occupying 2/3 of a seat. If persons are transported outside regulatory or contractual conditions, the remedy shall be exercised for the total of compensation paid to those persons transported, without prejudice to Article 18.

The remedy provided under Article 19.3 may not however be exercised against an insured who shows that the shortcomings or events at the origin of the remedy are attributable to another insured, and occurred against his instruction or unbeknownst to him.

4. The company shall have a right to remedy against the insured who has failed to fulfil his obligations under Article 13. In any event, the remedy shall apply only and to the extent that the

## MOTOR VEHICLE CIVIL LIABILITY

company has suffered damages, without prejudice to the application of Article 18.

5. The company shall have a right to remedy against the insured who has failed to accomplish an action within the period specified in the contract. Said remedy may not be exercised if the insured has shown that he accomplished the action as rapidly as could be reasonably done. In any event, the remedy shall apply only and to the extent that the company has suffered damages, without prejudice to the application of Article 18.

### CHAPTER 6

#### TERM – RENEWAL – SUSPENSION -- END OF THE CONTRACT

##### Article 20

The company may terminate the contract:

1. **In the event of intentional omission or inaccuracy** in the description of the risk upon the conclusion and in the course of the contract;
2. **In the event of unintentional omission or inaccuracy** in the description of the risk upon the conclusion and in the course of the contract under the conditions provided in Article 7 and, in case of aggravation of the risk under the conditions provided in Article 8;
3. **When the vehicle subject to technical inspection** is not or is no longer provided with an inspection certificate or when the vehicle is not compliant with the "Technical Rules for Vehicles;"
4. **After each declaration of claim**, but at the latest one month after the payment or refusal of payment of the compensation;
5. **In case of publication of new legal provisions** that have an effect on the civil liability of the insureds or the insurance on that liability, but at the latest within 6 months of their entry into force;
6. **If the contract is suspended** in the case provided under Article 21;
7. **In case of bankruptcy**, insolvency or death of the policyholder, in accordance with Article 22.

##### Article 21

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.

##### Article 22

If the policyholder should go bankrupt, the contract shall remain in force for the benefit of the creditors, who become debtors to the company for the amount of premiums payable as of the declaration of bankruptcy.

The company and the administrator in bankruptcy proceedings shall however have the right to terminate the Contract. Nevertheless, the contract may be terminated by the company at the earliest three months after the declaration of bankruptcy, while the administrator may terminate it only within three months following the declaration of bankruptcy.

##### Article 23

If for any reason, other than those listed above, the risk were to disappear, the policyholder shall inform the company accordingly at once; if he does not do so, the premium shall remain payable, pro rata temporis, until such time as such notification is actually made.

## MOTOR VEHICLE CIVIL LIABILITY

### **Communication in accordance with the Act of 8 December 1992 with respect to the processing of personal data**

The data concerning the insured shall be registered in files opened in order to establish, manage and perform insurance contracts.

The responsible party for such data processing is L'Ardenne Prévoyante SA, 5 avenue des Démineurs, 4970 Stavelot.

The persons concerned shall give their consent for the processing of data relating to their health when the latter is necessary for the acceptance, management and performance of the contract by managers acting under this contract.

All information shall be treated with the greatest discretion.

The policyholder may consult these data and, where necessary, have them corrected. If the *insured* does not wish to be contacted through direct marketing actions, his details shall be deleted at no expense from the lists concerned upon simple request.

Any fraud or attempted fraud against the insurance company shall entail not only the termination of the insurance contract, but also criminal prosecution on the basis of Article 496 of the Criminal Code. In addition, the party concerned shall be entered in the file of the economic interesting grouping Datassur, which contains all risks monitored specially by the insurers affiliated therewith.

The insured gives his consent as of now for the insurance company L'Ardenne Prévoyante SA to communicate to Datassur, relevant personal data for the exclusive purpose of assessing risks and managing contracts and claims relating thereto. Any person who can prove his identity shall be entitled to contact Datassur to verify data concerning him and to have them corrected where necessary. To exercise this right, the person concerned shall submit a written request duly dated and signed and accompanied by a copy of his identity card to the following address: Datassur, Service Fichiers, 29 square de Meeûs, 1000 Brussels.