



## ALL RISK



## ALL RISK

### TABLE OF CONTENTS

CHAPTER I: GENERAL PROVISIONS.....	2
Object	
Insurance value	
Replacement vehicle	
Territorial scope	
CHAPTER II: COVERAGE.....	2
Risks covered	
Exclusions	
CHAPTER III: IN THE EVENT OF A CLAIM .....	4
Obligations in the event of a claim	
Assessment of damage and compensation	
Additional coverage	
Time of payment of compensation	
CHAPTER IV: ADMINISTRATIVE PROVISIONS .....	6
Formation and life of the contract	
Payment of the premium and its implications	
Term of the contract	
End of the contract	
Domicile	
Competence in case of dispute	
Definitions.....	8

## CHAPTER I

### General provisions

#### ARTICLE 1

##### Object

In the event of covered claim, the company shall pay for the:

- Damage to the vehicle (Article 2 and 7, point 2);
- Additional compensation (Article 8).

#### ARTICLE 2

##### Insurance value

1. For new or second-hand vehicles:  
The market value.
2. **Accessories added subsequently to the purchase of the vehicle shall be covered free of charge for a total amount of €500.00 (exclusive of VAT) maximum.**

#### ARTICLE 3

##### Territorial scope

The coverage shall be provided in all the countries of the European Union as well as in Andorra, Lichtenstein, Norway, San Marino, Switzerland and the Vatican.

## CHAPTER II: COVERAGE

#### ARTICLE 4

##### Risks insured

Without prejudice to the provisions of Article 5 in particular, the following risks shall be covered:

1. **Fire: Damage caused by fire, explosion, lightning, projections of flames, short-circuit in the electrical installations, extinction and the costs related thereto. Damage caused by flammable, explosive or corrosive materials or objects transported in the vehicles shall be excluded.**

**Theft: - Loss, destruction or deterioration resulting from theft or attempted theft;**

- Theft accompanied by physical violence as well as damage that would result from such theft or its attempt;
- Theft by breaking and entering in the building where the vehicle and/or the keys of the vehicle are located as well as damage to the vehicle that would result from such a theft or its attempt.

**- Theft of the keys of the vehicle designated from such time as an imminent danger of theft of -- or in - the vehicle is to be feared. Under such conditions, the company shall assume the cost inherent to the replacement of the locks and/or the new programming of the coded key system. Said compensation shall not be provided from such time as the keys were stolen whilst they were deposited or abandoned in a place accessible to the public or simply misplaced.**

Excluded shall be theft or damage:

- Committed by the agents of one of the insureds, driver, custodians of the vehicle or their staff;
- Whose perpetrators or accomplices are members of the family of one of the insureds;
- Antennas, insignia, wipers, hubcaps, except if at the time of the event of loss, the vehicle was in an individual garage that was locked and there was breaking and entering in the garage, or in the case of total theft of the insured vehicle;
- Committed when, while the vehicle was unoccupied or in an individual locked garage, the doors or the trunk of the vehicle were not locked, the windows or the roof were not locked, or the anti-theft system required was not available or not activated;
- Committed when the keys or duplicate keys were in or on the vehicle or when the latter was not in an individual locked garage.

3. **Damage by forces of nature or falling aircraft: Damage caused by falling stones, rocks, landslide, avalanche, pressure from a mass of stone, storm (i.e. wind that reaches a proven top speed of at least 80 km an hour),**

## ALL RISK

**hail, flooding, earthquake, volcanic eruption and damage caused by aircraft or detached parts thereof;**

**4. Damage by game:** Damage from inadvertent contact on the public thoroughfare with game or stray animals not belonging to the insured;

**5. Material damage: Damage by accident or due to malfeasance or practical joke on the part of third parties or damage resulting from accidents that occurred during the course of rail, maritime or air transport, including loading and unloading.**

Excluded shall be damage:

- Caused or aggravated by overload, animals or objects transported, their loading or unloading;
- Caused when the vehicle does not meet the legal conditions in terms of the technical inspection for being put on the road or is not compliant with the general technical regulations of automotive vehicles;
- Caused or aggravated by driving over a speed bump.
- To the bottom of the vehicle body.

### ARTICLE 5

#### Exclusions

The following shall be excluded:

#### 1. All damage that occurs:

a) Owing to the gross misconduct on the part of the insured or unauthorised driver. Subject to any change in the legislation to the contrary, and without prejudice to the foregoing exclusions specific to each risk, the company shall consider that there is gross misconduct:

- When the insured or unauthorised driver drives under the influence or in a similar state resulting from the use of drugs or hallucinogenic products or when the insured's blood alcohol limit set by law is exceeded and the traffic regulations at the place of the claim are violated, except if it is shown that the claim is not related, directly or indirectly, with that state;
  - During the participation of the vehicle in a race, a speed, reliability or skill competition or during training or trials with a view to such competitions;
  - When the vehicle is driven by a person who does not meet the conditions required by law and/or the regulations applicable at the place of the claim to be able to drive said vehicle; such exclusion shall not apply to the "theft" coverage;
- b) When the vehicle is requisitioned, irrespective of the forms and procedures of the requisition;
- c) To the components of the vehicle owing to wear, manufacturing or material defect or evident poor maintenance of the vehicle;
- d) To the tyres, except in case of fire, full theft of the vehicle, damage caused at the same time as other accidental damage covered, pertaining to a tourism or business vehicle or a mixed use vehicle;

- e) In time of civil or foreign war, invasion, troubles, subversion, riot, insurrection, revolt, mutiny, rebellion, revolution, popular movement, strike, martial law, stage of siege, except if the policyholder establishes that the claim is not connected, directly or indirectly, with those events.

**2. Damage caused, albeit partially, by a modification of the atomic nucleus, radioactivity, or ionising radiation.**

## CHAPTER III

### IN CASE OF A CLAIM

#### ARTICLE 6

#### Obligations in case of a claim

If the afore-described obligations are not observed, the company shall reduce or eliminate the compensation and/or contributions payable or shall claim reimbursement of compensation and/or expenses paid relating to the claim.

In case of a claim, the insured shall:

- Report the claim, i.e.: inform the company in a precise manner about the circumstances, causes and extent of the damage, the identity of witnesses and victims (using, as much as possible, the mutually agreed motor vehicle accident report that the company places at the policyholder's disposal), provide a copy of the report of authorities responsible for the report, communicate the results of the breath or blood test within 8 days of the occurrence of the claim at the latest;
- In case of theft, attempted theft of the vehicle or vandalism, as well as in case of theft of the key(s) and/or remote control, lodge a claim with the competent judicial authorities or the police and declare it to the company within the same period. In addition, in case of theft in a country outside the EC, lodge a complaint with the Belgian judicial authorities immediately upon return to Belgium.
- If the vehicle is stolen, return to the company, upon request, the keys, their double and the remote control of the vehicle;
- In case of collision with an animal, lodge a complaint within 24 hours with the police authority nearest to the place of the accident.
- In case of damage to the vehicle due to the presence of holes on the road network, take photos of the road, lodge a complaint within 24 hours of the occurrence of the claim with the competent authorities or police, and declare it to the company within the same period.

## ALL RISK

### Cooperate in the settlement of the claim:

- Transmit to the company, without delay, and authorise it to obtain all useful documents and all the information necessary for the proper management of the file; to that end, the policyholder will gather all the supporting documents relating to the damage as of the occurrence of the accident;
  - Welcome the company representative or expert and facilitate his observations;
  - Request the consent of the company before proceeding to provisional or urgent repairs, if their cost exceeds €500, exclusive of VAT;
  - Apprise the company of the place where the vehicle can be looked into;
  - Inform the company as soon as the stolen vehicle has been found again and if the compensation has already been paid on the basis of a total loss, opt within fifteen days, either to:
    - Relinquish the vehicle to the company; or
    - Take back the vehicle against the reimbursement of the compensation paid, less the amount of any repairs necessary to restore the vehicle to its previous condition.
- If the owner fails to decide within the stipulated time limit, he shall be considered to have opted to relinquish the vehicle to the company.

## ARTICLE 7

### Assessment of the damage and compensation

#### 1. Assessment procedures:

The damages shall be fixed by common agreement or expert appraisal. Any dispute shall be subjected to a joint expert appraisal, to be conducted by two experts, one appointed by the insured, the other by the company. If the experts fail to agree, they shall appoint a third expert, with whom they shall form a board, which shall decide by majority vote. In the absence of a majority, the opinion of the third expert shall be decisive.

If one of the parties does not appoint an expert or if the experts of the parties do not agree on the choice of the third expert, the latter shall be appointed by the competent district court at the request of the first party to take action.

Each party shall assume the fees and expenses of its expert. The fees and expenses of the third expert shall be shared equally between the policyholder and the company. Experts shall be dispensed of any judicial formalities.

#### 2. Compensation

- a. In case of partial damage: the compensation shall be calculated on the basis of the estimate accepted by the company or, if an expert is appointed by it, increased by the non-legally recoverable amount of VAT, and less

an excess, the amount of which is stipulated in the particular terms and conditions.

Where necessary, the owner shall be authorised to carry out an urgent repair, provided such provisional or definitive repair does not exceed €500, exclusive of VAT, justified by an itemised invoice.

b) In the event of total loss: the vehicle shall be considered a total loss when it is technically irreparable or, though repairable, the repair costs (exclusive of VAT) exceed two thirds of its market value. A vehicle not found within 30 days of being reported stolen shall be considered a total loss.

The compensation shall be paid by the company:

#### In market value:

The company shall pay to the owner:

- The market value of the vehicle, i.e. the selling value of the vehicle on the day of the claim, fixed by an expert up to the ceiling indicated in the particular terms and conditions;
- The amount of VAT not 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 when the insured vehicle was purchased;
- The amount of the initial registration tax for a vehicle of the same characteristics and the same age as the insured vehicle, based on the regime in force when it is registered;

The company shall deduct the excess provided in the particular terms and conditions from the sum thus obtained.

**3. Fate of the wreck: Unless agreed otherwise, the company shall see to the sale of the insured vehicle for the account of the owner. The owner shall assign to the company the amount which the latter obtains.**

**4. Previous damage: The company shall not compensate previous damage, whether or not noted during the inventory of fixtures.**

## ARTICLE 8

### Additional coverage

Without prejudice to the provisions of Article 5,

**1. The company shall pay the following expenses, provided they result from a covered claim:**

- The expenses for the cleaning of the interior of the vehicle that has been stained by injured passengers;

All these expenses shall be compensated for up to €500 per claim.

**2. The expenses for the technical inspection, i.e. upon production of the supporting document, the fee collected**

## ALL RISK

by the technical inspection station when the expert's report mentions the requirement to present the vehicle, after repair, to the technical inspection, plus a flat-rate charge of €75 maximum for labour.

3. In case of a claim abroad, the company shall reimburse the customs duties and repatriation expenses, the latter for €750.

The coverage described above shall be granted only when the damage to the vehicle exceeds the amount of excess provided in the particular terms and conditions.

### ARTICLE 9

#### Compensation payment time

When the claim is not contested, compensation shall be paid as promptly as possible upon receipt of the supporting documents, namely:

- a. In case of partial damage: the original invoice of repairs;
- b. In case of total loss: the expert's appraisal report.

If the vehicle is stolen, the compensation shall be paid if the vehicle is not found 30 days after the company received a copy of the insured's statement relating the reporting of the theft to the competent authorities.

## CHAPTER IV

### ADMINISTRATIVE PROVISIONS

### ARTICLE 10

#### Formation and life of the contract

Cf. Particular Terms and Conditions

### ARTICLE 11

#### Domicile

The domicile of the parties is elected as of right: that of the company in its registered office; that of the insured at the address indicated in the car-sharing contract or the last address notified subsequently to the company.

### ARTICLE 12

#### Competence in case of dispute

Disputes between the parties concerning this contract shall be referred to the Verviers courts.

Any complaint relating to this contract may be addressed to the Insurance Ombudsman, 35 Square de Meeûs, 1000 Brussels. The lodging of a complaint shall not impair the policyholder's right to take legal action.

## Communication pursuant to the Act of 8 December 1992 concerning the protection of privacy 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.

L'Ardenne Prévoyante S.A. accredited under Code n° 0129 (Royal Decree of 4 April 1979, Official Gazette of 14 July 1979)

5 Avenue des Démineurs – B-4970 Stavelot – Tel.: 080 85 35 35 – Fax: 080 86 29 39 – E-mail: production@ardenne-prevoyante.com

a. Company N° 0402.313.537 –Verviers LPR ING : 348-0935276-66 – IBAN : BE 07 348-0935276-66 – BIC : BBRUBEBB

Ref. : CG/Sharonomy/TR/01/2015/fr – page 5 of 6.

## DEFINITIONS

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

**ACCESSORIES:** Equipment that constitutes an integral part of the designated vehicle, fixed therein in a definitive manner, and not usable independently from said vehicle.

**ACCIDENT:** Sudden, involuntary and unforeseeable event occurring to the insured.

**INSURED:** The authorised driver indicated under the car-sharing contract, the owner of the designated vehicle.

**BENEFICIARY:** the owner of the designated vehicle.

**COMPANY:** The insurance company with which the contract is concluded.

**PARTICULAR TERMS AND CONDITIONS:** The personalised the terms and conditions of insurance adapted to the specific situation of the policyholder. The mention the coverage that is actually acquired.

The particular terms and conditions represent the constituent elements of the insurance contract.

**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 as well as the authorised driver.

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

**THIRD PARTY:** Any person other than the aforementioned insureds.

**VEHICLE:** Any four-wheel machine for tourism or business or mixed use, registered as a "car" according to the definition of the FPS Mobility, the date of the first registration is subsequent to ..... used during the car-sharing.