

ING Car Insurance

General Terms and Conditions



Introduction

Insurer

NN Non-Life Insurance NV, a Dutch incorporated company, authorised to insure risks in Belgium as an insurance company registered in Belgium with NBB (National Bank of Belgium) under code number 1449.

Registered office: Prinses Beatrixlaan 35, 2595 AK The Hague, Netherlands - Trade Register number 27127537, regulated by the Nederlandsche Bank (Dutch central bank). NN Non-Life Insurance NV is able to act as an insurance intermediary in Belgium on the basis of the free movement of services.

Representative in Belgium

NN Insurance Services Belgium SA/NV, competent in particular for settling claims in Belgium for NN Non-Life Insurance NV, an insurance agent registered with the FSMA under number 0890.270.750. Registered office: Fonsnylaan 38, B-1060 Brussels, Belgium - Brussels Register of Companies - VAT BE 0890.270.750 - www.nn.be

Insurance intermediary

ING Belgium NV/SA - Bank - Marnixlaan/Avenue Marnix 24, B-1000 Brussels - RLP Brussels - VAT: BE 0403.200.393 - BIC: BBRUBEBB - IBAN: BE45 3109 1560 2789 - www.ing.be - Contact us via ing.be/contact - Insurance broker, registered with the FSMA under the number 0403.200.393. Publisher responsible: Sali Salieski - Cours Saint-Michel 60, 1040 Brussels - Ed. 05/2021

Guarantees

All the guarantees that the insurer wishes to insure are listed and described. The special terms and conditions state which guarantees have been taken out by the policyholder.

Basic guarantees

For the basic guarantees, the policyholder can choose one of the following formulas:

- Civil Liability
- Civil Liability + Mini-Comprehensive
- Civil Liability + Comprehensive

The Service in the event of damage guarantee is part of the basic guarantees, regardless of the chosen formula.

Optional guarantees

In addition to the basic guarantees chosen, the policyholder can take out the following optional guarantees as options:

- Driver's insurance
- Legal assistance
- Premium protection after damage
- Breakdown assistance and assistance abroad

The insurance policy

The insurance policy is an agreement concluded in mutual consultation between the policyholder and the insurer. It consists of two inextricably linked parts, namely:

The general terms and conditions PP 8315-06

In essence these consist of:

- The description of the claims covered by the company
- All the legal insurance rules to which both the company and the insured are subject. These conditions are identical for all insured parties.

The special terms

Together with the insurance proposal, if any, they detail:

- The personal details of the policyholder and the main driver
- Their statements
- The options chosen
- The premiums to be paid.

Although the Special Terms refer to the General Terms and Conditions, exceptions may be made in order to adapt the policy to the individual situation of the policyholder.

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How to change your policy?

- Online via Home'Bank (you always consult the details of your policy).
- Via our NN Car Team on 02 464 64 04, weekdays from 8 a.m. to 6 p.m.
- In every ING branch,

How to contact us?

Write to the following address: ING Car Insurance,
Sint-Michielswarande 60, 1040 Brussels.

In the event of damage:

Call ING Assist'Line on +32 (0)2 550 06 00, 24 hours a day, 7 days a week.

I. Basic guarantees

A. Civil liability

The conditions of the basic Civil Liability guarantee are fully prescribed by law. The text of this basic guarantee therefore corresponds to the minimum conditions for civil liability (law dated 21 November 1989, Belgian Royal Decree dated 16 April 2018).

Title I Provisions applicable to the entire agreement

Chapter I

Definition of terms

Article 1

Definition of terms

For the purposes of this agreement, the following definitions shall apply:

- 1° **The insurer:** the insurance company with which the agreement is concluded.
- 2° **The policyholder:** the person who concludes the agreement with the insurer.
- 3° **The insured party:** any person whose liability is covered by the agreement.
- 4° **The injured party:** the person who has suffered damage giving rise to the application of the agreement as well as their dependants.
- 5° **A motor vehicle:** a vehicle intended to travel on the ground which can be driven by mechanical force without being bound by rails, regardless of the type of drive force or the maximum speed.
- 6° **The trailer:** any vehicle equipped and intended to be driven by another vehicle.
- 7° **The specified motor vehicle:**
 - a) The motor vehicle defined in the agreement; anything connected to it shall be regarded as part of it.
 - b) The uncoupled trailer as defined in the agreement.
- 8° **The insured motor vehicle:**
 - a) The specified motor vehicle.
 - b) In accordance with the conditions and limits set out in the agreement:

- The temporary replacement vehicle.
 - The specified motor vehicle that has been transferred to the owner and the motor vehicle that is to be replaced by this motor vehicle.
- Anything that is connected to the aforementioned motor vehicles is considered to be part of it.

9° **The damage case:** any event that has caused damage and that may give rise to the application of the agreement.

10° **The certificate of insurance:** the document that the insurer, in accordance with the applicable legislation, gives to the policyholder as proof of insurance.

Chapter II

The agreement

Section 1

Information to be provided by the policyholder when concluding the agreement

Art. 2. Information to be provided

When concluding the agreement, the policyholder is obliged to accurately communicate all circumstances known to him/her that he/she should reasonably consider as information that could influence the insurer's assessment of the risk. However, it is not required to inform the insurer of circumstances which the latter was already aware of or could reasonably have been expected to have been aware of. If some of the insurer's written questions have not been answered and if the agreement is nevertheless concluded, the insurer may, except in cases of fraud, no longer invoke that default at a later date.

Art. 3. Intentional concealment or deliberate misrepresentation

§ 1. Nullity of the agreement

If the intentional concealment or deliberate misrepresentation of information about the risk misleads the insurer in the assessment of that risk, the insurer may request the nullity of the agreement.

If the nullity has been declared, the

premiums that have lapsed up to the moment that the insurer has become aware of the intentional concealment or the deliberate misrepresentation of information about the risk, will accrue to the insurer.

§ 2. Insurance policy claim

If the intentional concealment or the deliberate misrepresentation of information about the risk misleads the insurer in the assessment of that risk, the insurer has a right of recourse against the policyholder in accordance with Articles 45, 2°, 55 and 63.

Art. 4. Inadvertent concealment or unintentional misrepresentation of information

§ 1. Amendment of the agreement

If the concealment or misrepresentation of information is not intentional, the agreement is not null and void.

The insurer proposes, within the period of one month, counting from the day on which it became aware of the concealment or misrepresentation of information, to amend the agreement with effect from the day on which it became aware of the concealment or misrepresentation

§ 2. Termination of the agreement

If the policyholder refuses to propose an amendment to the agreement or if, after the expiry of a period of one month from the date of receipt of the proposal, the latter is not accepted, the insurer may cancel the agreement within fifteen days, in accordance with Articles 26 and 30, § 5, first paragraph, 1°.

If the insurer provides proof that it would certainly not have insured the risk, it may terminate the agreement within a period of one month from the day on which it became aware of the concealment or misrepresentation of information, in accordance with Articles 26 and 30, § 5, first paragraph, 1°.

§ 3. Lack of response from the insurer

An insurer who has not terminated the

agreement or proposed an amendment within the time limits set out in the previous paragraphs may not subsequently invoke facts of which it is aware.

§ 4. Insurance policy claim

If the policyholder can be accused of inadvertently concealing or misrepresenting information about the risk, the insurer has a right of recourse against the policyholder in accordance with Articles 45, 3° and 63.

Section 2

Information to be provided by the policyholder during the course of the agreement

Art. 5. Obligation of the policyholder to provide information

The policyholder is obliged to inform the insurer about:

- 1° The transfer of ownership among living persons of the specified motor vehicle.
- 2° The properties of the motor vehicle that is to replace the specified motor vehicle, except for those of the temporary replacement motor vehicle referred to in Article 56.
- 3° The registration of the specified motor vehicle in another country.
- 4° The entry into service of the specified motor vehicle or any other motor vehicle during the suspension of the agreement.
- 5° Any change of address.
- 6° The information referred to in Articles 6, 7 and 8.

Art. 6. Significant and permanent increase in risk

§ 1. Information to be provided

During the course of the agreement, the policyholder shall be obliged, under the conditions set out in Article 2, to indicate any new circumstances or changes in circumstances which are such as to bring about a significant and permanent increase in the risk that the insured event might occur.

§ 2. Amendment of the agreement

If the risk of the insured event occurring is increased to such an extent that the insurer,

if such an increase had existed at the time of the conclusion of the agreement, would have insured under other conditions, it must, within a period of one month from the date on which it became aware of the increase, propose the amendment of the agreement with retroactive effect to the date of the increase.

§ 3. Termination of the agreement

If the policyholder refuses to propose an amendment to the agreement or if, upon the expiry of a period of one month from the date of receipt of the proposal, the latter is not accepted, the insurer may cancel the agreement within fifteen days, in accordance with Articles 26 and 30, § 5, first paragraph, 2°.

If the insurer provides proof that it would certainly not have insured the aggravated risk, it may terminate the agreement within a period of one month from the date on which it became aware of the aggravation in accordance with Articles 26 and 30, § 5, first paragraph, 2°.

§ 4. Lack of response from the insurer

An insurer who has not terminated the agreement or proposed an amendment within the time limits set out in the previous paragraphs may not subsequently invoke the aggravation of the risk.

§ 5. Insurance policy claim

If the intentional concealment or the deliberate misrepresentation of information about the risk misleads the insurer in the assessment of that risk, it has a right of recourse against the policyholder in accordance with Articles 45, 2° and 63.

If the policyholder can be accused of inadvertently concealing or misrepresenting information about the risk, the insurer has a right of recourse against the policyholder in accordance with Articles 45, 3° and 63.

Art. 7. Significant and permanent reduction of risk

§ 1. Amendment of the agreement

If, in the course of the agreement, the risk of the insured event occurring is substantially and permanently reduced to such an extent that the insurer, if such a reduction had existed at the time of the conclusion of the agreement, would have insured under other conditions, it shall allow a corresponding reduction in the premium as from the day on which it became aware of the reduction in the risk.

§ 2. Termination of the agreement

If both parties do not agree on the new premium within one month of the policyholder's application for reduction, the policyholder may cancel the agreement in accordance with Articles 26 and 27, § 7.

Art. 8. Unknown circumstances at the time of conclusion of the agreement

If, during the course of the insurance, a circumstance becomes known which was unknown to both parties at the time of the conclusion of the agreement, Articles 6 and 7 shall be applied to the extent that this circumstance results in a reduction or an increase in the insured risk.

Art. 9. Residence in another Member State of the European Economic Area

No residence of the specified motor vehicle in another member state of the European Economic Area during the duration of the agreement can be considered as an aggravation or a reduction of risk as referred to in Articles 6 and 7 and does not give rise to a modification of the agreement.

As soon as the specified motor vehicle is registered in a state other than Belgium, the agreement is terminated by operation of law.

Section 3

Modifications to the specified motor vehicle

Art. 10. Transfer of ownership

§ 1. Transfer of ownership among living people without replacement of the specified motor vehicle

If, at the time of transfer of ownership of the specified motor vehicle, the vehicle is not replaced within a period of sixteen days from the day following the transfer or if the replacement is not notified within that period, the agreement shall be suspended from the day following the expiry of the aforementioned period and Articles 23 to 25 shall be applied.

The premium continues to be acquired by the insurer until such time as the transfer of ownership is notified to the insurer.

If the transferred motor vehicle circulates under the registration plate it was carrying before the transfer, even in an unauthorised manner, the cover for this motor vehicle remains acquired during the aforementioned period of sixteen days, insofar as no other insurance covers the same risk.

The insurer may, however, exercise recourse in accordance with Articles 44 and 48 if the loss or damage is caused by an insured person other than:

- 1° The policyholder.
- 2° All persons residing with the policyholder, including those residing outside the policyholder's main residence for study reasons.

If it concerns a legal person, the policyholder referred to in the previous paragraph shall be the authorised driver.

§ 2. Transfer of ownership of the property among living people with the replacement of the specified motor vehicle by a motor vehicle which is not owned by the policyholder or by the owner of the transferred motor vehicle

If the transferred vehicle is replaced by a vehicle that is not owned by the policyholder or by the owner of the transferred vehicle, the provisions of paragraph 1 shall apply to the transferred vehicle.

The agreement does not provide cover for the motor vehicle that is to be replaced, unless agreed between the insurer and the policyholder.

§ 3. Transfer of ownership of the property among living people with the replacement of the specified motor vehicle by a motor vehicle which is owned by the policyholder or by the owner of the transferred motor vehicle

If, at the time of the transfer of ownership of the specified motor vehicle, the vehicle is replaced by a vehicle owned by the policyholder or by the owner of the transferred motor vehicle prior to the suspension of the agreement, the cover for the transferred motor vehicle remains acquired, in accordance with paragraph 1, for a period of sixteen days from the day following the transfer of ownership of the specified motor vehicle.

The same cover of sixteen days is also acquired by all insured persons for the motor vehicle that is to be replaced and that is used in public roads under the registration plate of the transferred motor vehicle, even in an unauthorised manner.

These coverages are acquired without any notice.

If the replacement of the motor vehicle is notified within the aforementioned period of sixteen days, the agreement shall continue to exist in accordance with the insurance conditions, including the rate applicable with the insurer at the time of the replacement and in function of the new risk.

If the policyholder does not accept the

insurance terms and conditions, including the premium, he/she must terminate the agreement in accordance with Articles 26 and 27, § 9

If the insurer proves that the new risk has characteristics which do not fall within its acceptance criteria in force at the time of the replacement of the vehicle, it may terminate the agreement in accordance with Articles 26 and 30, § 11.

In the event of cancellation, the insurance terms and conditions, including the premium, that were applicable prior to the replacement of the motor vehicle shall continue to apply until such time as the cancellation takes effect.

§ 4. In the event of transfer of ownership of the specified motor vehicle due to the death of the policyholder, the agreement shall remain in force in accordance with Article 22

Art. 11. Theft or misappropriation

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

If the specified motor vehicle has been stolen or misappropriated and is not replaced, the policyholder can ask for the agreement to be suspended. In this case, the suspension shall take effect from the date of the request, but at the earliest after the expiry of a period of sixteen days from the day following the theft or misappropriation, and Articles 23 to 25 shall apply.

The premium shall remain payment to the insurer until such time as the suspension takes effect.

If the suspension is not requested, the cover remains acquired with regard to the stolen or misappropriated motor vehicle, except for the damage caused by persons who have gained control over the insured motor vehicle as a result of theft, assault or stealing.

§ 2. Theft or misappropriation of the specified motor vehicle with replacement by a motor vehicle that is not owned by the policyholder

In case of replacement of the stolen or misappropriated motor vehicle by a motor vehicle that is not owned by the policyholder or by the owner of the stolen or misappropriated motor vehicle, paragraph 1 applies.

This agreement does not provide cover for the motor vehicle that is to be replaced, unless agreed between the insurer and the policyholder.

§ 3. Theft or misappropriation of the specified motor vehicle with replacement by a motor vehicle that is owned by the policyholder

If the specified motor vehicle is stolen or misappropriated and is replaced before suspension of the agreement by a motor vehicle owned by the policyholder or by the owner of the stolen or misappropriated motor vehicle, the cover remains acquired for the stolen or misappropriated motor vehicle, except for the damage caused by the persons who have gained control of the insured motor vehicle as a result of theft, assault or stealing. In the event of termination of the agreement, this cover shall lapse at the time when the termination of the agreement takes effect.

When providing notification of the replacement of the vehicle, the agreement shall remain in force for the vehicle that replaces the stolen or misappropriated vehicle, in accordance with the insurance terms and conditions, including the rate, applicable to the insurer at the time of the replacement and depending on the new risk.

If the policyholder does not accept the insurance terms and conditions, including the premium, he/she must terminate the agreement in accordance with Articles 26 and 27, § 9

If the insurer proves that the new risk has characteristics which do not fall within its acceptance criteria in force at the time of the replacement of the vehicle, it may terminate the agreement in accordance with Articles 26 and 30, § 11.

In the event of cancellation, the insurance terms and conditions, including the premium, that were applicable prior to the replacement of the motor vehicle shall continue to apply until such time as the cancellation takes effect.

Art. 12. Other situations of elimination of risk

§ 1. Elimination of the risk without replacement of the specified motor vehicle

If the risk no longer exists and the specified motor vehicle is not replaced, the policyholder may ask for the agreement to be suspended. In this case, the suspension shall take effect on the date of notification and Articles 23 to 25 shall apply, except in the cases of transfer of ownership, theft or misappropriation of the specified motor vehicle referred to in Articles 10 and 11.

§ 2. Elimination of the risk by replacing the specified motor vehicle with a motor vehicle not owned by the policyholder

After notification of the replacement of the specified motor vehicle by a motor vehicle which is not owned by the policyholder or by the owner of the specified motor vehicle before the suspension of the agreement, this agreement does not provide cover unless agreed between the insurer and the policyholder.

§ 3. Elimination of the risk by replacing the specified motor vehicle with a motor vehicle owned by the policyholder

After notification of the replacement of the specified motor vehicle by a motor vehicle which is owned by the policyholder or by the owner of the specified motor vehicle before the suspension of the agreement, the cover shall only be transferred to the motor vehicle that will be replaced at the

time requested by the policyholder.

At the same time, the cover in respect of the specified motor vehicle ends.

With regard to the vehicle to be replaced, the agreement shall continue to exist in accordance with the insurance terms and conditions, including the rate, applicable to the insurer at the time of the replacement and in function of this new risk.

If the policyholder does not accept the insurance terms and conditions, including the premium, he/she must terminate the agreement in accordance with Articles 26 and 27, § 9

If the insurer proves that the new risk has characteristics which do not fall within its acceptance criteria in force at the time of the replacement of the vehicle, it may terminate the agreement in accordance with Articles 26 and 30, § 11.

In the event of cancellation, the insurance terms and conditions, including the premium, that were applicable prior to the replacement of the motor vehicle shall continue to apply until such time as the cancellation takes effect.

Art. 13. Lease agreement

The provisions of Article 10 shall also apply in the event of termination of the policyholder's rights in respect of the specified motor vehicle which he/she has acquired pursuant to a lease agreement or a similar agreement.

Art. 14. Recovery by the government

If the specified motor vehicle is claimed under ownership or lease, the agreement is suspended by the mere fact that the claiming authority takes possession of the motor vehicle.

Either party may terminate the agreement in accordance with Articles 26 and 27 § 8 or 30 § 8.

Section 4

Duration - Premium - Changes to insurance terms and conditions and premium

Art. 15. Duration of the agreement

§ 1. Maximum duration

The duration of the agreement may not exceed one year.

§ 2. Automatic extension

Unless one of the parties objects at least three months before the expiry date of the agreement, in accordance with Articles 26, 27, § 2 and 30, § 2, the agreement shall be automatically extended for successive periods of one year.

§ 3. Short period

Agreements with a duration of less than one year shall not be automatically extended unless otherwise agreed.

Art. 16. Payment of the premium

The premium, plus taxes and contributions, must be paid at the insurer's request at the latest on the premium due date.

If the premium is not paid directly to the insurer, payment of the premium to a third party shall be in full discharge of its obligations if the latter claims payment and if it appears that it is acting as the insurer's agent for the collection of the premium.

Art. 17. Proof of insurance

As soon as the insurance cover is provided to the policyholder, the insurer shall provide him/her with a certificate of insurance demonstrating the existence of the agreement.

The proof of insurance is not valid if the agreement is annulled and ceases to be valid as from the termination of the agreement or as from the moment of the cancellation or suspension of the agreement.

Art. 18. Non-payment of the premium

§ 1. Notice of default

In the event of non-payment of the premium on the due date, the insurer

may suspend the cover or terminate the agreement if the policyholder has been given notice of default by a bailiff's writ or by registered mail.

§ 2. Suspension of cover

Suspension of cover shall take effect from the expiry of the period specified in the notice of default, but which may not be less than 15 days from the day following the service or the day following the delivery of the registered mail.

If the cover is suspended, the payment by the policyholder of the premium arrears, as specified in the last notice of default or judicial decision, shall end this suspension.

The suspension of the cover does not affect the insurer's right to demand the premiums due at a later date, provided that the policyholder has been given notice of default in accordance with paragraph 1 and the notice of default reminds him/her of the suspension of the cover. However, the insurer's entitlement is limited to premiums for two consecutive years.

§ 3. Insurance policy claim

In the event of suspension of the cover due to non-payment of the premium, the insurer has a right of recourse against the policyholder, in accordance with Articles 44, 45, 1°, 55 and 63.

§ 4. Termination of the agreement

In the event of non-payment of the premium, the insurer may terminate the agreement in accordance with Articles 26 and 30 § 3.

Art. 19. Amendment of the premium

If the insurer increases the premium, the policyholder may terminate the agreement in accordance with Articles 26 and 27 § 3.

Notification of the change in premium shall be given in accordance with the legislation in force.

If the premium changes pursuant to a clear and precisely described provision in the insurance agreement, such as Article 65 in the insurance contract, the policyholder does not have a right of termination. This provision shall be without prejudice to the right of termination referred to in Article 27, §§ 7 and 9.

Art. 20. Amendment of the insurance conditions

§ 1. Amendment of the insurance terms and conditions in favour of the policyholder, the insured or any third party involved in the performance of the agreement

The insurer may amend the insurance terms and conditions in full for the benefit of the policyholder, the insured or any third party involved in the performance of the agreement.

If the premium increases, the policyholder may terminate the agreement in accordance with Articles 26 and 27, § 3.

§ 2. Amendment of provisions liable to affect the premium or exemption

If the insurer alters the insurance terms and conditions with regard to the adjustment of the premium according to the claims which have occurred, or until the exemption is granted, and that alteration is not entirely in favour of the policyholder or the insured, the policyholder may cancel the agreement in accordance with Articles 26 and 27, § 3.

If the exemption changes pursuant to a clear and precisely described provision in the insurance agreement, the policyholder does not have a right of termination.

§ 3. Amendment following a legislative decision by an authority

If the insurer changes the insurance terms and conditions pursuant to a legislative decision by a government, the insurer shall clearly inform the policyholder about this.

Where the amendment results in an increase in premium, or where the amendment is not

uniform for all insurers, the policyholder may terminate the agreement in accordance with Articles 26 and 27, § 3.(3).

In the absence of clear information, the highest possible legal guarantee shall apply and the policyholder may terminate the agreement in accordance with Articles 26 and 27, § 3.

The insurer may terminate the agreement in accordance with Articles 26 and 30, § 7 if it proves that it would in no case have insured the risk, as it follows from the new legal framework.

§ 4. Other amendments

If the insurer proposes changes other than those referred to in §§ 1 to 3, it shall clearly inform the policyholder.

The policyholder may terminate the agreement in accordance with Articles 26 and 27, § 3.

The policyholder also has a right of termination if he/she has not received clear information from the insurer about the change.

§ 5. Method of communication

Notification of changes to the insurance terms and conditions and to the premium shall be made in accordance with the legislation in force.

Art. 21. Insolvency of the policyholder

§ 1. Preservation of the agreement

In the event of insolvency of the policyholder, the agreement continues to exist for the benefit of the mass of the creditors who owe the insurer the amount of the premiums due as from the declaration of insolvency.

§ 2. Termination of the agreement

The insolvency administrator and the insurer shall be entitled to terminate the agreement in accordance with Articles 26,

28 and 30, § 9.

Art. 22. Death of the policyholder

§ 1. Preservation of the agreement

In the event of the policyholder's death, the agreement shall continue to exist for the benefit of the heirs who are obliged to pay the premiums.

If the specified motor vehicle becomes the full property of one of the heirs or of a legatee of the policyholder, the agreement shall continue to exist in their favour.

§ 2. Termination of the agreement

The heirs may terminate the agreement in accordance with Articles 26 and 29, § 1.

The heir or legatee, who has acquired the specified motor vehicle in full ownership, may terminate the agreement in accordance with Articles 26 and 29, § 2.

The insurer may terminate the agreement in accordance with Articles 26 and 30, § 10.

Section 5

Suspension of the agreement

Art. 23. Opposability of the suspension

The suspension of the agreement is enforceable vis-à-vis the injured party.

Art. 24. Re-entry into service of the specified motor vehicle

Upon notification of the re-entry of the specified motor vehicle, the agreement shall be reactivated under the insurance terms and conditions, including the rate, in force at the time of the re-entry.

When the agreement is reactivated, the portion of the premium not used shall be taken into account.

If the insurance terms and conditions have changed or the premium has been increased, the policyholder may terminate the agreement in accordance with Articles 26 and 27, § 3.

In the event of cancellation, the insurance terms

and conditions, including the premium, that were applicable prior to the suspension of the agreement shall continue to apply until such time as the cancellation takes effect.

Art. 25. Entry into service of any other motor vehicle

Upon notification of the entry into service of any other motor vehicle owned by the policyholder or by the owner of the motor vehicle described above, the agreement shall be reactivated in accordance with the insurance terms and conditions, including the rate, in force at that time and in function of the new risk.

When the agreement is reactivated, the portion of the premium not used shall be taken into account.

If the policyholder does not accept the insurance terms and conditions, including the premium, he/she must terminate the agreement in accordance with Articles 26 and 27, § 9

If the insurer proves that the new risk has characteristics which do not fall within its acceptance criteria in force at the time when it applies for the agreement to be reactivated, it may terminate the agreement in accordance with Articles 26 and 30, § 11.

In the event of cancellation, the insurance terms and conditions, including the premium, that were applicable prior to the suspension of the agreement shall continue to apply until such time as the cancellation takes effect.

Section 6

End of the agreement

Art. 26. Termination modalities

§ 1. Termination method

Termination shall be effected by bailiff's writ, by registered mail or by delivery of the letter of termination against receipt.

Termination due to non-payment of the premium may not be effected by the issue of a letter of termination in exchange for a receipt.

§ 2. Effect of the termination

Unless otherwise specified in Articles 27 and 30, notice of termination shall take effect on the expiry of a period of one month from the day following service of the bailiff's writ, or in the case of a registered letter from the day following its issue, or on the day following the date of the acknowledgement of receipt.

§ 3. Premium credit

The insurer shall reimburse the portion of the premium that relates to the period after the date on which the termination takes effect within a period of thirty days from the date on which the termination takes effect.

Art. 27. Termination options for the policyholder

§ 1. Before the start of the agreement

The policyholder may terminate the agreement if a period of more than one year elapses between the date of conclusion and the date on which it takes effect. Such notice must be given no less than three months before the date of commencement of the agreement.

Termination shall take effect on the date of commencement of the agreement.

§ 2. At the end of each insurance period

The policyholder may terminate the agreement at the end of each insurance period at least three months before its due date.

Termination shall take effect on that due date.

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

The policyholder may terminate the agreement if the premium, the insurance terms and conditions or the exemption, as referred to in Articles 19 and 20, change.

The policyholder may also terminate the agreement if he/she has not received clear information from the insurer about the change, as referred to in Article 20.

§ 4. After a damage case

The policyholder may terminate the agreement after a damage case in which compensation for the injured parties has been or will be paid, with the exception of payments made in accordance with Article 50.

Notice of termination must be given no later than one month after the payment of the compensation. Termination shall take effect on the expiry of a period of three months starting from the day following the service of the bailiff's writ or the day following the date of the acknowledgement of receipt or, in the case of a registered letter, from the day following its issue.

§ 5. Change of insurer

The policyholder may terminate the agreement in the event that the insurer transfers the rights and obligations arising from the agreement.

Notice of termination must be given within three months of the publication in the Belgian Official Gazette of the decision of the National Bank of Belgium approving the transfer.

Termination shall take effect on the expiry of a period of one month, counting from the day following the service of the bailiff's writ or the day following the date of the receipt or, in the case of a registered letter, from the day following its issue, or from the due date of the annual premium if this falls before the expiry of the aforementioned period of one month.

This option of termination does not apply to mergers and divisions of insurance companies, to transfers carried out as part of a contribution of assets or of a branch of activity, or to other transfers between insurers which form part of the same

consolidated whole.

§ 6. Discontinuation of the insurer's activities

The policyholder may terminate the agreement in the event of insolvency, judicial reorganisation or withdrawal of the insurer's permission.

§ 7. Reduction of risk

The policyholder may terminate the agreement if, in the event of a reduction in risk, there is no agreement on the amount of the new premium within one month of the application for a reduction in the premium.

§ 8. Recovery by the government

The policyholder may terminate the agreement if it is suspended due to a claim by the government owned or hired by the specified motor vehicle.

§ 9. Replacement of motor vehicle or reactivation of the suspended agreement

If the policyholder does not accept the insurance terms and conditions, including the premium, in the event of replacement of the vehicle or reinstatement of the suspended agreement, he/she must cancel the agreement within a period of one month from the receipt of the notification.

§ 10. Combination policy

If the insurer terminates one or more guarantees other than those referred to in Articles 38, 50, 56 to 59, the policyholder may terminate the entire agreement.

Art. 28. Termination by the insolvency administrator

The insolvency administrator may terminate the agreement within three months following the declaration of insolvency.

Art. 29. Termination by the heirs or legatee

The policyholder's heirs may terminate the agreement within three months and forty days of the policyholder's death.

The heir or legatee of the policyholder, who has

acquired full ownership of the specified motor vehicle, may terminate the agreement within one month of the date on which the motor vehicle was allocated to him/her. This one-month period shall not affect the three-month and forty-day periods.

Art. 30. Termination options for the insurer

§ 1. Termination options for the insurer

The insurer may terminate the agreement if a period of more than one year elapses between the date of conclusion and the date on which it takes effect. Such notice must be given no less than three months before the date of commencement of the agreement.

Termination shall take effect on the date of commencement of the agreement.

§ 2. At the end of each insurance period

The insurer may terminate the agreement at the end of each insurance period at least three months before its due date.

Termination shall take effect on that due date.

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

The insurer may terminate the agreement in the event of non-payment of the premium, even without prior suspension of the cover, if the policyholder has been given notice of default.

Termination shall take effect from the expiry of the period specified in the notice of default, but not before 15 days have elapsed from the day following the service or the day following the delivery of the registered letter.

The insurer may suspend its obligation to provide cover and terminate the agreement if it has stipulated this in the same notice of default.

In that case, the notice of termination shall

take effect on the expiry of the period determined by the insurer, but no earlier than fifteen days from the first day of suspension of the cover.

If the insurer has suspended its obligation to provide cover and the agreement has not been terminated in the same notice of default, the termination can only take place subject to a new notice of default.

In that case, the notice of termination shall take effect on the expiry of the period specified in the notice of default, but not before 15 days have elapsed from the day following the service or the day following the delivery of the registered letter.

§ 4. After a damage case

- 1° The insurer may only terminate the agreement after a damage case in which compensation for the injured parties has been or will be paid, with the exception of the payments made in accordance with Article 50.

Notice of termination must be given no later than one month after the payment of the compensation.

Termination shall take effect on the expiry of a period of three months starting from the day following the service of the bailiff's writ or the day following the date of the acknowledgement of receipt or, in the case of a registered letter, from the day following its issue.

Termination after a damage case of one or more guarantees other than those referred to in Articles 38, 50, 56 to 59 shall not entitle the insurer to cancel these guarantees.

- 2° The insurer may, at any time, terminate the agreement after a damage case, if the policyholder or the insured party has failed to fulfil

one of their obligations arising from the damage case with the intention of misleading the insurer, as soon as the insurer has lodged a civil-law complaint with the examining magistrate against one of these persons or has summoned him/her to appear before the court, on the basis of Articles 193, 196, 197, 496 or 510 to 520 of the Belgian Penal Code. If the insurer waives its claim or if the criminal proceedings result in dismissal or acquittal, the insurer must compensate the damage as a result of that termination.

Termination shall take effect no earlier than one month from the day following service, the day following the date of the acknowledgement of receipt or, in the case of a registered letter, from the day following its issue.

§ 5. Concealment, miscommunication and aggravation of the risk

The insurer may terminate the agreement in the event of:

- 1° Unintentional concealment or unintentional miscommunication of risk data at the time of the conclusion of the agreement referred to in Article 4.
- 2° Significant and permanent increase of the risk in the course of the agreement referred to in Article 6.

§ 6. Technical requirements of the motor vehicle

The insurer may terminate the agreement if:

- 1° The motor vehicle does not comply with the regulation of the technical requirements of the motor vehicles.
- 2° The motor vehicle, subject to the roadworthiness test, is not or no longer provided with a valid test certificate.

§ 7. New legal provisions

The insurer may terminate the agreement if it provides evidence that it would under no circumstances have insured the risk as a result of a change in the insurance terms and conditions by a decision of the

authorities referred to in Article 20.

§ 8. Recovery by the government

The insurer may terminate the agreement if it is suspended due to a claim by the government owned or hired by the specified motor vehicle.

§ 9. Insolvency of the policyholder

The insurer may terminate the agreement in the event of the insolvency of the policyholder at the earliest three months after the declaration of insolvency.

§ 10. Death of the policyholder

The insurer may terminate the agreement after the death of the policyholder within three months of the day on which the insurer became aware of the death.

§ 11. Replacement of motor vehicle or reactivation of the suspended agreement

If the insurer provides evidence that the new risk has characteristics that do not fall within its acceptance criteria applicable at the time of replacement or reactivation, it may terminate the agreement within a period of one month from the day on which it became aware of the characteristics of the new risk.

Art. 31. Termination of the agreement after suspension

If the suspended agreement is not put back into effect before its expiry date, it shall terminate on that date.

If the agreement is suspended within three months of the said expiry date, it shall terminate on the following expiry date.

The unused portion of the premium shall be reimbursed within a period of thirty days from the final due date.

Chapter III

Damage case

Art. 32. Declaration of a damage case

§ 1. Deadline for declaration

Any damage case must be reported in

writing to the insurer or to any person designated for that purpose in the agreement immediately and at the latest within eight days of the occurrence of the damage case. However, the insurer cannot invoke the fact that this period has not been observed if such notification has been made as soon as reasonably possible.

This obligation applies to all insured parties.

§ 2. Content of the declaration

The declaration for a damage case must, as far as possible, state the causes, circumstances and probable consequences of the damage case, as well as the surname, first name and place of residence of the witnesses and the injured parties. To the extent possible, this shall be done using the form that the insurer makes available to the policyholder.

§ 3. Additional notifications

The policyholder and the other insured parties shall provide the insurer, or any person designated for this purpose in the agreement, with all useful information and documents requested by the policyholder without delay. All summonses and, in general, all judicial and extrajudicial documents must be sent by the insured party to the insurer, or any person designated for that purpose in the agreement, within 48 hours after they were issued or served to the insured party.

Art. 33. Recognition of liability by the insured party

Any acknowledgement of liability, any settlement, any determination of damage, any promise of compensation or any payment made by the insured party without the written consent of the insurer shall not be enforceable.

The recognition of facts or the provision of initial financial or medical assistance by the insured party cannot constitute grounds for the insurer to refuse cover.

Art. 34. Insurer's benefit in the event of damage

§ 1. Compensation

The insurer shall pay the principal amount of compensation due in accordance with the provisions of the agreement.

The insurer shall pay interest, even above the limits of compensation, on the principal amount of the compensation due, the costs relating to civil proceedings, including legal costs in criminal proceedings, as well as the fees and expenses of lawyers and experts, but only to the extent that these costs have been incurred by it or with its consent or, in the event of a conflict of interest not attributable to the insured party, to the extent that these costs have not been unreasonably incurred. The costs recovered from third parties and the legal costs must be reimbursed to the insurer.

§ 2. Compensation limits

There is no compensation limit for damage resulting from bodily injury.

The limit of compensation for material damage is EUR 100 million per damage case. This amount shall be indexed in accordance with Article 3 of the law dated 21 November 1989 on compulsory motor liability insurance.

§ 3. Management of the dispute

From the moment that the insurer is obliged to intervene and to the extent that it is invoked, it is obliged to stand by the insured party in accordance with the provisions of the agreement. With regard to the interests under civil law and to the extent that the interests of the insurer and of the insured party coincide, the insurer has the right to fight the claim of the injured party instead of the insured party. The insurer may reimburse the former if there is reason to do so.

§ 4. Safeguarding the rights of the insured party

The insurer's interventions do not imply any acknowledgement of liability on the part of

the insured party and they may not cause him/her any harm.

§ 5. Notification of damage case handling

The policyholder shall be informed as soon as possible of the final compensation or the refusal to pay.

§ 6. Subrogation

The insurer who has paid compensation shall assume the rights and actions of the insured party against liable third parties up to the amount of that compensation.

An insurer who has paid compensation in accordance with Article 50 shall be entitled to claim up to the amount of that compensation against the injured party in its rights and actions against the liable third parties.

Art. 35. Criminal prosecution

§ 1. Defences

If a damage case gives rise to criminal prosecution against the insured party, even if no regulation has yet been made about the interests of civil law, the insured party is free to choose their means of defence at their own expense.

The insurer must confine itself to determining the means of defence with regard to the extent of the insured's liability and the amount of the sums claimed by the injured party, without prejudice to Article 34 as far as civil interests are concerned.

The insured party is obliged to appear in person when the procedure requires it.

§ 2. Legal remedies after conviction

In the event of a criminal conviction of the insured party, the insurer may neither oppose the use, at its own expense, of every possible legal remedy, nor interfere in the choice of legal remedies in criminal matters.

The insurer is entitled to pay the compensation if there is reason to do so.

If the insurer has intervened voluntarily, it must inform the insured party in good time of any legal remedy that the insurer may bring against the judicial decision regarding the extent of the insured's liability; the insured party shall decide at their own risk whether or not he/she will follow the legal remedy instituted by the insurer.

§ 3. Fines, amicable settlements and costs

Fines, amicable settlements in criminal cases and court costs in criminal cases, without prejudice to Article 34, § 1, second paragraph, shall not be borne by the insurer.

Chapter IV

Declaration about the damage cases that have occurred

Art. 36. Obligation of the insurer

Within fifteen days following any request from the policyholder and at the end of the agreement, the insurer shall provide the policyholder with a declaration about the damage cases that have occurred, stating the details provided for in the regulations.

Chapter V

Notifications

Art. 37. Recipient of the notifications

§ 1. The insurer

Notifications to the insurer shall be sent to its address, to its email address or to any person designated for that purpose in the agreement.

§ 2. The policyholder

The notifications intended for the policyholder shall be sent to the last address known to the insurer. These notifications may also be sent, with the consent of the policyholder, by email to the last address indicated by the policyholder.

Title II

Provisions applicable to the guarantee of civil liability

Chapter I

The guarantee

Art. 38. Object of the insurance

With this agreement, the insurer covers, in accordance with the aforementioned law dated 21 November 1989 or, where applicable, the applicable foreign legislation and in accordance with the provisions of this agreement, the civil liability of the insured parties as a result of a damage case caused by the insured motor vehicle.

Art. 39. Territorial cover

Cover is provided for a damage case that has occurred in any country for which cover is provided according to the certificate of insurance.

This cover is provided for damage cases occurring on public roads or on public or private premises.

Art. 40. Damage case outside of Belgium

If the damage case occurred outside of Belgium, the cover provided by the insurer is that provided for in the legislation on compulsory motor insurance of the country where the accident occurred.

However, the application of this foreign law may not deprive the insured party of the broader cover provided by Belgian law.

Art. 41. Insured parties

The civil liability of the following is covered:

- 1° The policyholder.
- 2° The owner, each holder, each driver of the specified motor vehicle and each person transported by it.
- 3° The owner, each holder, each driver and each person transported by an insured motor vehicle as referred to in Articles 10 and 11 according to the conditions stipulated therein.
- 4° The person who is liable under civil law for the aforementioned persons.

Art. 42. Excluded persons

The following are excluded from the right to compensation:

- 1° The person responsible for the damage, except in the case of liability for someone else's act.
- 2° The person who and insofar as he/she is exempted from liability by virtue of a legal or regulatory provision.

However, for the purposes of this article, the right to compensation shall continue to be acquired in favour of the person with partial liability up to the limit of the part of their loss attributable to an insured party.

Art. 43. Damage excluded from compensation

§ 1. The insured motor vehicle

Damage to the insured motor vehicle is excluded.

§ 2. The transported goods

Damage to goods that are transported by the insured motor vehicle on a professional basis and for valuable consideration is excluded, with the exception of the clothing and luggage that belong personally to the persons transported.

§ 3. Damage caused by goods transported

Damage which is not caused by the use of the insured vehicle but which is solely due to the goods transported or to the actions required for this transport is excluded.

§ 4. Licensed competitions

Damage resulting from participation of the insured motor vehicle in speed, regularity or agility races or competitions for which government permission has been granted, is excluded.

§ 5. Nuclear energy

Compensation for damage in accordance with the legislation on civil liability in the field of nuclear energy is excluded.

§ 6. Theft of the insured motor vehicle

Damage caused by persons who have

gained control over the insured motor vehicle as a result of theft, assault or stealing is excluded.

Chapter II

The insurer's right of recourse

Art. 44. Determination of the amounts to be recovered

If the insurer is liable towards the injured parties, it has a right of recourse in respect of the insurer's net expenditure, i.e. compensation in principal, legal costs and interest, less any exemptions and the amounts that it has been able to recover.

This right of recourse can only be applied in the cases and to the persons mentioned in Articles 45 to 48, up to the amount of the personal share in the liability of the insured party.

Such recourse shall be determined as follows, unless otherwise specified in Articles 45 to 47:

- 1° If the net expenditure does not exceed EUR 11,000, the amount of the recovery is full.
- 2° If the net expenditure exceeds EUR 11,000, the latter amount shall be increased by half the amount exceeding EUR 11,000 euros. This case amounts to a maximum of EUR 31,000.

Art. 45. Case against the policyholder

The insurer has a right of recourse against the policyholder:

- 1° In the event that the cover of the agreement is suspended due to non-payment of the premium in accordance with Article 18.
- 2° For the total amount of its net expenditure, as referred to in Article 44 (2), in the event of the deliberate concealment or misrepresentation of information relating to the risk at the time of conclusion, in accordance with Article 3, or in the course of the agreement, in accordance with Article 6.
- 3° For an amount of the net expenditure as defined in Article 44 (2), up to a maximum of EUR 250 in the event of inadvertent concealment or miscommunication of information relating to the risk both at the time of conclusion, in accordance with Article

4, and in the course of the agreement, in accordance with Article 6.

Art. 46. Case against the insured party

The insurer has a right of recourse against the insured party:

- 1° If it proves that the insured party has deliberately caused the damage case, for the total amount of its net expenses, as referred to in Article 44 (2).
- 2° If it proves that the insured party caused the damage case in one of the following cases of gross negligence and if the insurer proves that there is a causal link with the damage case:
 - a) Driving in a state of intoxication.
 - b) Driving under the influence of drugs, medicines or hallucinogenic substances, as a result of which the insured party no longer has control over their actions.
- 3° If it proves that the insured party caused the damage and is the perpetrator or accomplice of the offence of abuse of trust, fraud or misappropriation relating to the use of the motor vehicle.
- 4° To the extent that the insurer proves that it has suffered damage when the insured party has not carried out a certain action within a period set by the agreement. This right of recourse cannot be exercised if the insured party proves that he/she has performed this action as soon as reasonably possible.

Art. 47. Case against the policyholder and the insured party

§ 1. Case with a causal link

The insurer has a right of recourse against the policyholder and, if there are any grounds for doing so, against the insured party who is not the policyholder:

- 1° If, at the time of the damage case, the specified motor vehicle, which is subject to the Belgian regulations on roadworthiness testing, does not comply with these regulations and is put into service outside the authorised route. This case can only be applied if the insurer demonstrates that there is a causal link between the condition of the

motor vehicle and the damage case.

- 2° If the damage case occurs during participation of the insured motor vehicle in a speed, regularity or agility race or competition, which has not been authorised by the authorities. This case can only be applied if the insurer demonstrates that there is a causal link between the participation in such a race or competition and the damage case.
- 3° If the damage case occurs when the statutory or contractual maximum number of passengers allowed has been exceeded. This case shall be limited to expenditure relating to passengers and shall be proportionate to the ratio of the number of excess passengers to the number of passengers actually carried, without prejudice to the application of Article 44. This case can only be applied if the insurer demonstrates that there is a causal link between the exceeding of the permitted number of passengers and the damage case.
- 4° If the damage case occurs when the persons transported occupy seats contrary to the regulatory or contractual provisions, with the exception of the exceeding of the maximum number of passengers allowed, the case shall be exercised for the total of the expenses relating to these passengers, without prejudice to the application of Article 44. This case can only be applied insofar as the insurer demonstrates that there is a causal link between the taking up of a non-compliant place in the motor vehicle and the damage case.

§ 2. Case without a causal link

The insurer has a right of recourse against the policyholder and, if there are any grounds for doing so, against the insured party who is not the policyholder, if it proves that, at the time of the claim, the insured motor vehicle is being driven by:

- a) A person who does not meet the

minimum age required by Belgian law for driving that motor vehicle.

- b) A person who does not hold a valid driving licence to drive that motor vehicle.
- c) A person who does not comply with specific driving restrictions set out in their driving licence.
- d) A person subject to a driving ban in Belgium, even if the accident occurs abroad.

There is no right of recourse for points (a), (b) and (c) when the person who drives the vehicle abroad meets the conditions prescribed by the local laws and regulations to drive the vehicle.

Points (b), (c) and (d) shall not be subject to any right of recourse if the insured party proves that this situation is due to failure to comply with a mere administrative formality.

§ 3. Fighting the case

However, the insurer may not, for all the situations referred to in this article, pursue a claim against an insured party if the latter proves that the shortcomings or the facts on which the claim is based are due to another insured party and that they have occurred in violation of their instructions or without their knowledge.

Art. 48. Case against the offender or the person liable under civil law

The insurer shall have a right of recourse against the perpetrator of the damage case or the person liable under civil law in the event of transfer of ownership, provided that it proves that this insured party is a person other than those referred to in Article 10 § 1, fourth paragraph.

Art. 49. Application of an exemption

The policyholder shall pay the insurer the amount of the applicable exemptions provided for in the agreement. This payment shall never exceed the expenses of the insurer. The application of the exemptions shall be carried out prior to the application of any case.

Title III Provisions applicable to the compensation of certain victims of road accidents

Chapter I The obligation to pay compensation

Section 1 Legal basis

Art. 50. Compensation of vulnerable road users

The insurer is obliged, in accordance with Article 29bis of the aforementioned law dated 21 November 1989, to compensate all damage as described in the aforementioned article.

Art. 51. Compensation of innocent victims

The insurer is obliged, in accordance with Article 29ter of the aforementioned law dated 21 November 1989, to compensate all damage as described in this article.

Section 2 Territorial delimitation of the compensation obligation

Art. 52. Territorial delimitation of the compensation obligation of vulnerable users

This compensation obligation, as referred to in Article 50, applies to the insured motor vehicle as long as Belgian law applies, with the exception of accidents that have occurred in a country that is not mentioned on the certificate of insurance. The compensation obligation applies to claims that have occurred on public roads or on sites that are accessible to the public or only to a certain number of people who have the right to access them.

Art. 53. Territorial delimitation of the compensation obligation of innocent victims

The compensation obligation, as referred to in Article 51, only applies to accidents that have occurred on Belgian territory. The compensation obligation applies to claims that have occurred on public roads or on sites that are accessible to the public or only to a certain number of people who have the right to access them.

Art. 54. Damage excluded from compensation

§ 1. Licensed competitions

Damage resulting from participation of the insured motor vehicle in speed, regularity or agility races or competitions for which government permission has been granted, is excluded.

§ 2. Nuclear energy

Compensation for damage in accordance with the legislation on civil liability in the field of nuclear energy is excluded.

§ 3. Theft of the insured motor vehicle

The damage resulting from the involvement of the insured motor vehicle after persons have gained control over it through theft, assault or stealing is excluded.

Chapter II

The insurer's right of recourse

Art. 55. Case against the policyholder and the insured party

The insurer is not entitled to any case against the policyholder, or against the insured party, unless the policyholder or the insured party is fully or partially liable for the accident.

In that case, the insurer may exercise recourse in accordance with Articles 44 to 49.

Title IV

Provisions applicable to the additional guarantees

Chapter I

The guarantees

Art. 56. Temporary replacement motor vehicle

§ 1. Scope of application

The cover extends, under the conditions of this article, to the use of a motor vehicle belonging to a third party other than the specified motor vehicle, without a notification being required to the insurer.

As referred to in the first paragraph, third parties do not include:

- The policyholder or, if the policyholder is a legal person, any driver of the specified motor vehicle whose name has been communicated to the insurer.
- The persons who live with the aforementioned persons, including those residing outside the policyholder's main residence for study reasons.
- The owner or usual holder of the specified motor vehicle.

This cover applies to the motor vehicle which replaces the specified motor vehicle and which is intended for the same use when the specified motor vehicle is permanently or temporarily unusable due to maintenance, alterations, repairs, roadworthiness tests or total technical loss.

Where the specified motor vehicle is a two-wheeler or three-wheeler, the cover cannot under any circumstances relate to a four-wheeled or more-wheeled vehicle.

§ 2. Insured parties

In their capacity of driver, holder or passenger of the replacement motor vehicle, or as the person liable under civil law for the driver, holder or passenger, civil liability shall be covered by:

- The owner of the specified motor vehicle.
- The policyholder and, if the policyholder is a legal person, the authorised driver of the specified motor vehicle.
- All persons who live with the aforementioned insured parties, including those residing outside the policyholder's or the owner's main residence.
- Any person whose name is specified in the agreement.

§ 3. Entry into force and duration of cover

This cover takes effect when the specified motor vehicle can no longer be used and ends when the replacement motor vehicle has been returned to the owner or to a person designated by the owner.

The vehicle must be returned within a reasonable time after receipt of the message that the specified motor vehicle is available.

The cover is never valid for more than thirty days.

§ 4. Cover extension in the event of a case

When using a motor vehicle under the conditions referred to in this article, the cover is also acquired in the event that the insured party is obliged to reimburse the compensation paid to the injured parties in execution of another insurance agreement as a result of and in accordance with the application of the right of recourse referred to in Articles 44, 47, § 1, 1°, and 48.

Art. 57. Towing of a motor vehicle

In the event that the insured vehicle occasionally tows any motor vehicle that have broken down, the civil liability of the person who supplied the chain, cable, rope, bar or any other towing equipment is covered. In this case, the civil liability of that person is also covered for the damage caused to the towed vehicle.

If the insured motor vehicle occasionally tows another motor vehicle, which is not a trailer, that has broken down, the damage caused by the towing motor vehicle to the towed motor vehicle is covered.

If another motor vehicle occasionally tows the insured motor vehicle that has broken down, the damage caused by the towed motor vehicle to the towing motor vehicle is covered.

The civil liability of the persons referred to in Article 41 is covered for the guarantee in the second and third paragraphs.

Art. 58. Cleaning and repair of the interior of the insured motor vehicle

The insurer shall reimburse the costs actually incurred by the insured party for the cleaning and repair of the interior of the insured motor vehicle when these costs arise due to the free transport of persons injured by a traffic accident.

Art. 59. Security deposit

§ 1. Requirement from a foreign government

If, as a result of a claim occurring in one of the countries for which cover is provided according to the certificate of insurance, with the exception of Belgium, a foreign authority requires, in order to protect the rights of the injured parties, an amount to be deposited for the lifting of a seizure of the specified motor vehicle or for the release under guarantee of the insured party, the insurer shall either pay the requested deposit or provide its personal guarantee up to a maximum of EUR 62,000 for the specified motor vehicle and for all insured parties together, plus the costs of establishing and recovering the deposit, which shall be borne by the insurer.

§ 2. Deposit paid by the insured party

If the deposit has been paid by the insured party, the insurer shall replace its personal deposit or, if the deposit is not accepted, refund the amount of the deposit to the insured party.

§ 3. End of the security deposit

As soon as the competent authority agrees to release the paid deposit or to cancel the security deposit by the insurer, the insured party must, at the insurer's request, complete all the formalities that may be required of him/her for the release or cancellation of the security deposit.

§ 4. Forfeiture

If the competent authority declares the deposit paid by the insurer forfeited in whole or in part or uses it to pay a fine, a criminal settlement or court costs in criminal proceedings, then the insured party is obliged to repay the insurer, at its simple request.

Art. 60. Territorial cover

These additional guarantees shall be granted in accordance with Article 39.

Art. 61. Damage case outside of Belgium

These additional guarantees shall be granted in accordance with Article 40.

Art. 62. Exclusions

The exclusions provided for in Articles 42 and 43 shall apply for these additional guarantees.

Chapter II

The insurer's right of recourse

Art. 63. Case and exemptions

The insurer's right of recourse provided for in Articles 44 to 48 and the application of the exemption provided for in Article 49 shall apply to Articles 56 and 57.

Chapter III

Provision applicable to the compensation of certain victims of road accidents

Art. 64. Temporary replacement motor vehicle

Where a motor vehicle is used in accordance with the conditions laid down in Article 54, Articles 50 to 55 shall apply.

Title V

Determination of the premium – Compensation of certain victims of road accidents

Chapter I

Determination of the premium

Art. 65

1. Factors influencing determination of the premium:

- a. characteristics of the policyholder and/or usual driver
 - age
 - domicile/residence
 - owner/tenant of a dwelling
 - claim history with indication of the number of claims and the number of claim-free years.
- b. characteristics of the vehicle
 - technical data of the vehicle
 - professional/private use
 - number of kilometers driven annually
- c. Price trends in view of the burden of claims on the portfolio, price trends in repairs

2. Explanation of claim-free years applicable to the insurer

a. Entry mechanism

When the policy is taken out, the classification is made on the basis of the driving experience and damage history of the policyholder and/or the regular driver.

The claim history has to be proven by means of a claim certificate.

b. Observed insurance period

The observed insurance period is taken out each year at the latest on the 15th of the month preceding the month of the annual premium due date. If, for any reason, it is shorter than 9.5 months, it shall be added to the next observation period.

c. Transfer mechanism

The premium that you owe when taking out the policy is changed on the annual due date according to the number of claims that have taken place in the past insurance year. Only claims

for which you are held liable and for which we have to pay compensation to a third party will result in an increase in the premium.

This change in the premium will be made as follows:

- You will receive a 'damage free driving' discount if, on the annual due date, you prove that you have not caused any damage in the past year. The maximum discount is supported by 5 claim-free years.
- Your discount for 'claim-free driving' will be changed if you had a claim by the next annual due date. When increasing the premium, we differentiate according to the number of claim-free years and one or more claims per year. If you have had several claims in the past year, a higher premium increase will be applied.
- If on the annual renewal date you have had several claims in the past 5 years, you will not only lose your 'claim-free driving' discount, but we will also increase your premium by 25%.

Example

Example on a fictitious basic premium of 100 euro for civil liability and 100 euro for comprehensive coverage.

Number of years since last claim	Liability	Comprehensive
More than 5 years	100 euro	100 euro
4 to 5	106 euro	103 euro
3 to 4	112 euro	106 euro
2 to 3	119 euro	110 euro
1 to 2	127 euro	113 euro
0 to 1	135 euro	118 euro

d. Premium development

The special terms and conditions mention the impact on the premium for the basic Civil Liability guarantee according to the transfer mechanism described above.

e. Improvement in the number of claim-free years

If it appears that the number of claim free years of a policyholder has been wrongly determined or changed, the correct number of claim-free years shall be determined and the differences in premium resulting from this shall be reimbursed to the policyholder or claimed by the insurer. The amount reimbursed by the insurer is increased by the statutory interest if the improvement occurred more than one year after the wrong number of claim-free years had been granted. That interest shall run from the time when the wrong number of claim-free years were applied.

f. Change of vehicle

The change of vehicle in no way affects the number of claim-free years.

g. Change of habitual driver

If the usual driver changes, the premium will be determined, as from this change, on the basis of the driving experience and claims history of the new usual driver in accordance with the percentages set out in the table above.

h. Re-entering into force

If an agreement which has been suspended takes effect again, the number of claim-free years reached at the time of suspension shall continue to apply.

i. Change of insurer

If, prior to the conclusion of the agreement, the policyholder was insured by another insurer under an a posteriori personalisation system, he/she is obliged to inform the insurer of the claims that have occurred since the date of the certificate issued by the other insurer until the commencement date of the agreement.

j. Agreement previously signed in another country from the European Economic Area

If the agreement is signed by a person who has already signed an agreement

in the last five years in accordance with the legislation of another Member State of the European Economic Area, the number of claim-free years is determined taking into account, for the last five years of insurance prior to the date of entry into force of this agreement, the number of claims per insurance year for which the foreign insurer has paid or shall have to pay compensation for the benefit of the injured parties. The policyholder must submit the necessary supporting documents.

These provisions shall not affect the right of cancellation, right to change the premium or right to cancel the policy in the event of deliberate/unintentional incorrect communication of information concerning the risk as stipulated in the Royal Decree on minimum conditions. The other provisions relating to the policyholder's duty of notification also remain applicable.

Chapter II Compensation of certain victims of road accidents

Article 66

1. In the event of a traffic accident in which the insured motor vehicle is involved, in accordance with Article 50, with the exception of material damage, all damage caused to any traffic victim or to their dependants and resulting from physical injury or death shall be compensated by the insurer, in accordance with Article 29bis of the law dated 21 November 1989 relating to the system of automatic compensation for damage suffered by vulnerable road users and passengers of motor vehicles. However, damage to clothing shall also be compensated in accordance with the same article. Damage to functional prostheses is considered physical damage. Functional prostheses are defined as the means used by the victim to compensate for physical defects. Victims over the age of 14 who wanted the accident and its consequences to occur cannot invoke the provisions set out in the first paragraph. The obligation to pay compensation shall be carried out in accordance with the statutory provisions relating to liability insurance in general and liability insurance for motor vehicles in particular, in so far as this chapter does not derogate from them.
2. The driver of a motor vehicle and their dependants may not invoke the provisions of this chapter unless the driver acts as the dependant of a victim who was not a driver and provided he/she did not intentionally cause the damage.
3. For the purposes of this chapter, motor vehicle means any motor vehicle other than self-propelled wheelchairs capable of being put into service by a disabled person.
4. All chapters of the agreement shall apply, with the exception of Article 34 §2, Articles 38 to 41, Article 43 §2 and §5, Article 57 and Articles 59 to 61. The insurer has a right of recourse for the cases referred to in Article 18 §3, Article 47 §2 and, with regard to the compensation paid to the persons transported, in 47 §1, 3° and 4°. It shall also have a right of recourse in all other cases referred to in Article 3 §2, Article 4 §4, Article 6 §5, Article 18 §3, and Articles 45 to 48, but only if it proves the liability of an insured party on the basis of the rules on civil liability, and to the extent that the insured party is liable. For the application of the provisions of Article 65 (Determination of the premium), the payment made in execution of Article 66.1 is not considered as a claim that gives rise to an increase in the premium, on the basis of the rules of civil liability, if no insured party is liable. The insurer must prove the insured party's liability.
5. For the purposes of this chapter and by way of derogation from Article 32 §1 and §2, the obligation to declare a claim rests with the policyholder, even if the he/she could not be held liable, as long as he/she was aware of the occurrence of the claim.

Title VI Terrorism

Article 67

Definition of terrorism

Terrorism is defined as a clandestinely organised action or threat of action for ideological, political, ethnic or religious intentions, carried out individually or by a group, in which violence is committed against persons or in which the economic value of a material or immaterial good is wholly or partially destroyed, either to impress the public, to create a climate of insecurity or to put pressure on the government, or to impede the movement or normal function of a service or a business.

Article 68

Membership

NN Non-Life Insurance SA/NV covers damage caused by terrorism. To this end, NN Non-Life Insurance SA/NV is a member of TRIP (Terrorism Reinsurance and Insurance Pool). In accordance with the law dated 1 April 2007 on insurance against damage caused by terrorism, which entered into force on 1 May 2008, the execution of all obligations of all insurance companies that are members of the non-profit association shall be limited to EUR 1 billion per calendar year for the damage caused by all events recognised as terrorism occurring during that calendar year. This amount shall be adjusted each year on 1 January in accordance with the consumer price index, based on the December 2005 index. In the event of a legal or regulatory change to this basic amount, the changed amount shall automatically apply from the next due date after the change, unless the legislator expressly provides for a different transitional rule.

Article 69

Payment rule

In accordance with the aforementioned law dated 1 April 2007, the Committee decides whether an event falls within the definition of terrorism. In order to ensure that the amount referred to in this article is not exceeded, the

Committee shall determine, no later than six months after the event, the percentage of the compensation to be paid by NN Non-Life Insurance SA/NV as a result of the event. The Committee may revise that percentage. No later than 31 December of the third year following the year of the event, the Committee shall take a final decision on the percentage of compensation to be paid.

The insured party or the beneficiary(ies) may only claim compensation from NN Non-Life Insurance SA/NV after the Committee has set the percentage. NN Non-Life Insurance SA/NV shall pay out the insured amount in accordance with the percentage set by the Committee. Contrary to the foregoing, if a different percentage is set by Royal Decree, NN Non-Life Insurance SA/NV shall pay the same percentage.

If the Committee reduces the percentage, the reduction in the compensation shall not apply to the compensation already paid, nor to the compensation still to be paid for which NN Non-Life Insurance SA/NV has already communicated a decision to the insured party or to the beneficiary(ies). If the Committee increases the percentage, the increase in compensation shall apply to all declared

Damage cases resulting from the event recognised as terrorism.

Article 70

Exclusion

NN Non-Life Insurance SA/NV never covers damage caused by weapons or equipment intended to explode as a result of the structural alteration of the atomic nucleus.

B. Supplementary basic guarantees

The supplementary basic guarantees are only acquired when the policyholder has subscribed to the formula Civil Liability + Comprehensive or Civil Liability + Mini-Comprehensive and they are explicitly mentioned in the special terms and conditions.

What do the supplementary basic guarantees consist of?

1. Common provisions

These provisions apply to both the supplementary Comprehensive basic warranty and the supplementary Mini-Comprehensive basic warranty.

2. What is insured with Mini-Comprehensive?

The partial guarantees that make up the Mini-Comprehensive are listed here. Each partial guarantee is described separately in Chapter B.4 "Description of the supplementary basic guarantees".

3. What is insured with Comprehensive?

The partial guarantees that make up the Comprehensive are listed here. Each partial guarantee is described separately in Chapter B.4 "Description of the supplementary basic guarantees".

4. Description of the partial guarantees

A full description of the cover and exclusions for each of the partial guarantees is specified in Chapter B.4.

B1. Common provisions

The conditions of the supplementary basic guarantees falls within the scope of the Insurance Contracts law of April 4, 2014.

Article 1

These supplementary basic guarantees shall apply:

the conditions set out in Article 2, Article 12, Article 14, Articles 16 to 21, Article 30, Article 32 §1 and §2, Article 37 and Article 65 of the basic Civil Liability guarantee."

Article 2

Where is the insurance valid?

The supplementary basic guarantees are acquired in the countries mentioned on the green card of the insured vehicle or in the countries referred to in Articles 38 to 40 and Articles 60 to 61 of the basic Civil Liability guarantee.

Article 3

Definition of terms

- 1. The insured party:** Any natural or legal person who is covered by the agreement against financial loss.
- 2. The beneficiary:** The owner of the vehicle.
- 3. The insured vehicle:** is the vehicle described in the special terms and conditions, including the accessories specified. If the vehicle specified in the special terms and conditions is temporarily unusable: for an agreed period of no more than 30 days and provided that the insurer gives its prior consent, the temporary replacement vehicle. The compensation for the temporary replacement vehicle is always determined on the basis of the actual value as described in Article 3.8.b and is limited to the value before an accident of the vehicle described in the special terms and conditions at the time of the damage case. This guarantee does not apply if the replacement vehicle is driven by a person other than the policyholder, the usual driver or persons living with them.
- 4. Accessories:** equipment that is not supplied as standard by the manufacturer and which forms an integral part of the vehicle specified in the special terms and conditions. The equipment is permanently mounted and cannot be used independently of the vehicle.
- 5. The values to be declared:**
 - a.** The catalogue value of the motor vehicle specified in the special terms and conditions at the time of first entry into service, including the equipment supplied as standard by the manufacturer, excluding VAT and car registration tax and without taking account of any discounts granted.
 - b.** The catalogue value of the accessories insofar as the total amount of the

accessories to be insured exceeds the catalogue value of EUR 1,500 (VAT not included and without taking into account any discounts granted).

The total amount of accessories up to EUR 1,500 is insured free of charge. The free cover also includes accessories installed after the conclusion of this agreement.

- c. The catalogue value of the anti-theft system does not have to be declared as it is also insured free of charge.

6. Underinsurance: There is underinsurance if the declared value in Article 3.5.a is less than the value to be declared; this leads to the application of the proportionality rule.

7. Proportionality rule: The reduction of the fees according to the ratio between the declared value and the value to be declared. The rule is applied when there is underinsurance.

8. The pre-accident value: The basis for calculating the compensation in case of total loss of the vehicle or in case of destruction of the accessories. The pre-accident value is calculated as follows:

a. Assumed value

If the accident occurs before the 61st month after the initial entry into service, the value before the accident is determined on the basis of the assumed value of the insured vehicle. The assumed value is the value to be declared of the insured vehicle plus the catalogue value for the accessories, insofar as correctly insured in accordance with Article 3.5.b and taking into account the following depreciation:

- No depreciation shall be applied during the first 24 months after the investment is made.
- After the 24th month, a depreciation of 1.1% per month applies, counting from the 13th month after the initial entry into service until the day of the accident.

The depreciation applied to the accessories, whether or not purchased at the same time as the specified motor vehicle, is identical to that applied to the specified motor vehicle.

For vehicles that have driven with a

commercial place (commercial or test vehicle registration plate) before the initial entry into service, such as management or demonstration vehicles, the reduction is applied from the 7th month after the initial entry into service until the day of the accident.

b. Actual value

If the accident occurs from the 61st month after the initial entry into service, the value before the accident is determined on the basis of the actual value of the insured vehicle including its accessories. This is the value (excluding VAT) of the insured vehicle on the day of the accident, determined by the expert(s), up to the value to be declared. If the pre-accident value of the insured vehicle calculated in accordance with Article 3.8.a is smaller than the pre-accident value calculated in accordance with Article 3.8.b, the latter shall be used to calculate the compensation.

9. Calculation of the compensation

a. Compensation for partial damage

The insurer shall pay the repair costs, increased by the due and non-recoverable VAT. In case of underinsurance, the proportionality rule shall be applied. That amount shall be reduced by the exemption provided for in the special terms and conditions.

b. Compensation for total loss

In the event of a total loss, the insurer shall pay the value before the accident as described in Art. 3.8. If the value is determined in accordance with Article 3.8.a, the repair costs (excluding VAT) of any pre-existing non-recovered damage to the insured vehicle shall be deducted. The amount obtained shall be paid, increased by

- the VAT on that amount, calculated according to the system applicable at the time of the purchase of the insured vehicle and to the extent that it is non-refundable. The amount of VAT can never exceed the VAT paid at the time of purchase as stated on the purchase invoice for the specified motor vehicle

or its accessories. If the vehicle was purchased in accordance with the tax system on the profit margin, the VAT paid on the purchase is fixed at a flat rate of 3.15%, i.e. 21% on a profit margin of 15%.

- The reimbursement of the car registration tax paid at the time of purchase of the insured vehicle, calculated according to the formula:

$$\frac{\text{car registration tax upon purchase} \times \text{pre-accident value}}{\text{valeur à déclarer}}$$

The proportionality rule shall be applied in the event of underinsurance. That amount shall be reduced by:

- The value of the wreck if the insured party does not renounce the proceeds of the sale of the wreck in favour of the insurer.
- The excess.

When is there a total loss?

Technical total loss:

If the repair of the damage is not technically justified.

Economic total loss:

If the repair costs excluding VAT are higher than the pre-accident value of the insured vehicle in real value, excluding taxes, after deduction of the value of the wreck.

The 2/3 rule:

The insured party may also opt for total loss if the repair costs are equal to or higher than two thirds of the actual value of the vehicle.

In the event of theft

- If the stolen vehicle is not recovered within 15 days.
- If the stolen vehicle is recovered within 15 days, provided that it is not made available to the policyholder insured in Belgium within 30 days.

The periods shall be calculated from the date of receipt of the theft report by the insurer and the competent authorities. The term "provision" refers to the release of the stolen vehicle by the competent authorities.

Article 4

What are the guarantee extensions?

In the event of a covered damage case, the following guarantee extensions apply:

1. The insurer shall also reimburse:
 - The costs of applying for the replacement of an already existing number plate.
 - Up to a maximum of EUR 1,500 for all of the extensions listed below, excluding VAT:
 - Towing and repatriation costs of the vehicle, insofar as it is not in use.
 - Temporary storage for a maximum of 30 days.
 - The cost of dismantling the vehicle if the expert deems it necessary.
 - The cost of drawing up an estimate after dismantling.
 - The costs charged by the vehicle inspection if the insured vehicle has to be inspected after repair.
2. Urgent repair
If there is an urgent need to repair the insured vehicle, the insured party may, without the prior consent of the insurer, have it carried out on condition that the amount of the repair, excluding VAT, does not exceed EUR 1,500 and the expenses are supported by an invoice.
3. The insurer shall also reimburse the costs that are reasonably incurred to prevent an imminent damage case or to limit the consequences, such as extinguishing and rescue costs. The insurer shall also reimburse the costs of cleaning and repairing the interior of the vehicle and the clothing of the occupants and the driver if these are the result of the free and accidental transport of persons in urgent need of medical assistance.

Article 5

What is not insured?

There is exclusion from coverage:

1. If the cover of the agreement is suspended due to non-payment of the premium.
2. In the event of deliberate concealment or misrepresentation of information relating to the risk both at the time of conclusion and during the course of the agreement.
In the event of inadvertent concealment or

- misrepresentation of information relating to the risk – both at the time of conclusion and during the course of the agreement – which can be attributed to the policyholder, the amount of the intervention shall be limited according to the ratio between the premium paid and the premium which the policyholder would have had to pay if he/she had properly communicated the risk. If, in the event of a claim, the insurer provides proof that it would not have insured the risk under any circumstances, the intervention shall be limited to reimbursing the premiums paid.
3. If the damage case was caused deliberately by the policyholder, the owner, the holder, the driver or the persons transported or the members of their family.
 4. If the damage is the result of one of the following cases of gross negligence:
 - Driving in a state of criminal alcohol intoxication.
 - Driving in a state of intoxication or in a similar state resulting from the use of products other than alcoholic beverages.
 - Apparently poor maintenance or failure to replace essential parts in time.
 5. If the insured vehicle, which is subject to the Belgian regulations on roadworthiness testing, is not, or no longer, accompanied by a valid roadworthiness test certificate at the time of the damage case, except if the damage case occurs during the normal route to the roadworthiness test or if, in the event of the issue of a “traffic prohibited” certificate, the insured vehicle travels from the roadworthiness test station to its place of residence and/or to the repairer and, after the repair, drives to the roadworthiness test station.
 6. If the damage occurs during participation in a speed, regularity or agility race or competition. This exclusion does not apply to purely touristic tours.
 7. If the damage case occurs due to bets or challenges.
 8. If, at the time of the damage claim, the vehicle is driven by a person who does not meet the conditions laid down by Belgian laws and regulations for driving that vehicle.
 9. If the damage case results from war, civil war or similar events. If these events occur abroad and the vehicle is in that country at the start of these events, the cover remains acquired for a maximum period of 15 days.
 10. If the damage case arises from strikes, riots or acts of collective inspiration, unless the insured party proves that he/she did not actively participate in these events.
 11. If the damage case is due to causes of a radioactive nature.
 12. If the vehicle is rented or leased to persons who are not mentioned in the agreement.
 13. If the vehicle is requisitioned.
 14. If the damage is the direct or indirect consequence of an act of terrorism. Terrorism is defined as a clandestinely organised action or threat of action with ideological, political, ethnic or religious intentions, carried out individually or by a group, in which violence is committed against persons or in which the economic value of a material or immaterial good is wholly or partially destroyed, either to impress the public, to create a climate of insecurity or to put pressure on the government or to impede the movement or normal function of a service or a business. However, in the cases referred to in Articles 5.3, 4, 6, 7 and 8, cover shall be provided to the policyholder:
 - Insofar as the policyholder is a natural person: if the events took place in the absence and without the knowledge of neither the policyholder nor the usual driver of the insured vehicle, nor a resident family member of these persons.
 - Insofar as the policyholder is a legal person: if the events happened in the absence and without the knowledge of the policyholder:
 - The policyholder’s partners, administrators, managers or trustees.
 - The usual driver of the insured vehicle or a resident family member.
 15. For the fee for requesting a personalised inscription of the registration plate replacing an ordinary number plate.

Article 6

Is there a subrogation?

Subrogation means that, once the insurer has paid the compensation up to the amount of that compensation, the insurer shall assume the rights and claims of the insured party or the beneficiary against the third party responsible for the damage. However, no compensation may be claimed from the policyholder, owner, holder or authorised driver of the vehicle, their direct relatives, persons living with him/her and members of their household, except in the cases provided for in Articles 5.3, 4, 6, 7 and 8 or to the extent that the liability is actually covered by the insurance agreement. This waiver of recourse may not be invoked by garage owners, towing services or repairers to whom the vehicle has been entrusted for any reason whatsoever.

Article 7

How is the damage assessed?

In the event of a damage case, the insurer shall have the damage assessed by its expert. In the event of windscreen glass breaking, the damage must be assessed by an expert, unless the repair/replacement is carried out by a repairer authorised by the insurer.

In the event of disagreement regarding the amount of the damage, this shall be established by two experts, one appointed by the policyholder, the other by the insurer, by a contradictory estimate. If the experts do not agree, they shall appoint a third expert. If the two experts do not agree on the choice of a third expert, he/she shall be appointed at the request of the most diligent party by the court of the policyholder's domicile. Each party shall bear the costs and fees of its expert. Half of those of the third expert shall be borne by each party. The experts are released from all legal formalities.

Article 8

What is the duration of the agreement?

The agreement for the supplementary basic guarantees shall be concluded for a period of one year. At the end of the insurance period, the agreement is tacitly renewed from year to year, unless terminated by one of the parties at least three months before the end of the

current period. In the event of a transfer of the insured vehicle from one person to another, the guarantee shall be suspended from the time of the transfer and the unused premium shall be refunded.

B2. Qu'est-ce qui est assuré en Mini-Omnium ?

The insurer undertakes, against payment of a premium and within the limits of this agreement, to compensate the owner of the insured vehicle for damage to their vehicle as a result of a covered damage case.

The following damage cases are covered:

- Damage to the insured vehicle as a result of fire (Fire partial guarantee).
- Disappearance of or damage to the insured vehicle as a result of theft or attempted theft (Theft partial guarantee).
- Damage to the windows of the insured vehicle (Glass breakage partial guarantee).
- Damage to the insured vehicle resulting from direct contact with animals or from natural disasters (Damage caused by animals and natural disasters partial guarantee).

A full description of the cover and exclusions of each partial guarantee can be found under Chapter B.4 "Description of the partial guarantees".

B3. What is insured with Comprehensive?

The insurer undertakes, against payment of a premium and within the limits of this agreement, to compensate the owner of the insured vehicle for damage to their vehicle as a result of a covered damage case.

The following damage cases are covered:

- Damage to the insured vehicle as a result of fire (Fire partial guarantee).
- Disappearance of or damage to the insured vehicle as a result of theft or attempted theft (Theft partial guarantee).
- Damage to the windows of the insured vehicle (Glass breakage partial guarantee).
- Damage to the insured vehicle resulting from direct contact with animals or from natural disasters (Damage caused by animals and

natural disasters partial guarantee).

- Own damage to the insured vehicle (Own damage partial guarantee).

A full description of the cover and exclusions of each partial guarantee can be found in chapter B.4 “Description of the partial guarantees”.

B4. Description of the partial guarantees

Fire partial guarantee

Article 1

What is insured?

The insurer covers the insured vehicle against damage or destruction by fire, explosion, short circuit and lightning, as well as the costs of extinguishing and rescuing the vehicle. Damage caused or aggravated by the loading, unloading or transport of highly flammable, explosive or corrosive substances or items shall be insured only if such transport is for private purposes.

Article 2

What is not insured?

- Scorching damage without fire or explosion.
- Damage to tyres, unless caused together with other covered damage.
- Fire after theft; however, it is eligible for the Theft partial guarantee, as long as the partial guarantee has been acquired.

Theft partial guarantee

Article 1

What is insured?

The insurer covers the insured vehicle against disappearance or damage as a result of theft or attempted theft of the insured vehicle, including:

- Carjacking.
- Homejacking.
- Vandalism, accompanied by theft or attempted theft of the insured vehicle.

In addition, in the event of theft of the vehicle's key(s) and/or (keyless) remote controls, the insurer shall reimburse the policyholder/insured party, provided that the policyholder/insured party has submitted a complaint to the competent authority within 24 hours:

- The cost of replacing the locks / (keyless) remote controls.
- The cost of reprogramming the locking system.

The following are also covered up to EUR 500: Accessories not forming an integral part of the insurance if the insured vehicle is located in a closed garage and the garage has been broken into. This cover applies under the same conditions to personal objects in the vehicle.

Article 2

What is not insured?

- Damage resulting from misappropriation or misuse of trust.
- Damage caused by theft or attempted theft if:
 - The perpetrator(s) or accomplice(s) are the policyholder(s) or are staying with or appointed by the policyholder, owner or holder of the vehicle.
 - The doors or boot are unlocked, if the roof or window is not locked, if the keys and/or (keyless) remote controls have been left in or on the vehicle; unless the vehicle was in an individual locked garage at the time of the event.
 - The keys and/or (keyless) remote controls were visibly left in a place accessible to the public.
 - The anti-theft and/or after-theft system required by the special terms and conditions had not been put into operation.

Article 3

How is the damage handled?

In the event of theft or attempted theft, the Theft partial guarantee is only acquired if the policyholder/insured party make a declaration to the competent authority within 24 hours of being informed of it. In the event of theft of the vehicle abroad, the policyholder/insured person must, once he/she has returned to Belgium, also make a declaration to the competent Belgian authorities.

If the stolen vehicle is not recovered within 15 days or if it is recovered within 15 days, but is not available in Belgium to the policyholder/insured person within 30 days, counting from the date of receipt of the theft declaration by

the insurer and the competent authorities, the insurer shall pay the compensation as established in the event of total loss.

These periods do not apply if the beneficiary cannot hand over the keys and/or (keyless) remote controls of the vehicle to the insurer.

In the event of theft, payment shall only be made if the beneficiary provides the insurer with the certificate of conformity and the certificate of registration of the vehicle. Failing this, an original declaration of involuntary loss of registration certificate and certificate of conformity issued by the competent authorities must be submitted. If the policyholder/insured party does not provide all the useful information and documents requested by the insurer, the stated periods of 15 and 30 days shall be suspended. During such a suspension period, the right to a replacement vehicle as referred to in Article 4 of the supplementary Service basic warranty in the event of damage shall lapse.

If the stolen vehicle is recovered after the 15-day period or if it is recovered within the 15-day period, but was not at the disposal of the policyholder/insured party in Belgium within the period of 30 days, the beneficiary can take back the vehicle subject to reimbursement of the compensation received less the amount of any necessary repair costs. The term "provision" means the release of the stolen vehicle by the authorities.

Glass breakage partial guarantee

Article 1

What is insured?

The insurer covers the insured vehicle against the breakage of windscreens, side and rear windows or the glass of sun and panoramic roofs. There is no excess if the repair or replacement is carried out by a repairer authorised by the insurer. An excess of EUR 70 is applied in case of a repair or replacement by another repairer.

Damage partial guarantee By animals and natural disasters

Article 1

What is insured?

The insurer covers the insured vehicle against:

- Contact with birds and/or stray animals, established by assessment. The cover applies to damage resulting from direct contact with birds and/or stray animals, in places accessible to the public and provided that notice is given within 48 hours to the competent authority of the place of the damage, failing which an exemption of EUR 500 shall apply.
- Damage resulting from the following natural disasters (this list is exhaustive): rock fall, landslide, avalanche, pressure from a mass of snow, hurricane, storm with a wind speed of at least 80 km/h, hail, spring tide, flooding or earthquake.

Article 2

What is not insured?

Damage caused by animals to the interior of the insured vehicle.

Own damage partial guarantee

Article 1

What is covered?

The insurer covers the insured vehicle against material damage as a result of:

- An accident, including during the transport of the vehicle, including its loading and unloading.
- Malicious intent and vandalism.

The excess provided for in the special terms and conditions shall be deducted from the compensation. An additional excess of EUR 250 shall be applied for any damage covered by this partial guarantee if, at the time of the damage, the vehicle was driven by a person under the age of 23 who is not the usual driver.

Article 2

What is not covered?

The insurer does not cover damage:

- To the components of the vehicle
- as a result of wear and tear, a mechanical defect or a construction fault.
- Caused or aggravated by mechanical defects.
- Caused or aggravated by the transported objects or animals, their loading or unloading, as well as by the overloading of the vehicle.
- Which falls under the scope of the Fire or Theft partial guarantees.
- To tyres, unless incurred together with other covered damage or as a result of vandalism.

C. Service in the event of damage

Article 1

What is Service in the event of damage?

After an accident in Belgium, the insured party can call on the "Service in the event of damage" assistance. This service is available 7 days a week and 24 hours a day on +32 (0)2 550 06 00 of ING Assist'Line.

Article 2

When can the insured call on Service in the event of a claim?

If the following conditions are met:

- The insured has taken out cover for at least one of the following:
 - Civil Liability
 - Limited Comprehensive option
 - Comprehensive option
- The vehicle concerned is the insured vehicle, which is a private car or van (Maximum authorised weight (MAW) 3.5 tonnes)
- The insured vehicle is involved in an accident in Belgium
- The insured has informed ING Assist'Line by calling 02 550 06 00.

Article 3

What services can the insured party rely on?

- **Towing of the insured vehicle**
If the vehicle is no longer in use in Belgium due to an accident, the insurer shall organise and pay for the insured vehicle to be towed to an ING-approved garage or to a garage

designated by the insured party. If the insurer could not organise the towing because the insured party is unable to contact ING Assist'Line (e.g. intervention by the local authorities or transport by ambulance), the insurer shall still reimburse the cost of towing the insured vehicle on presentation of the invoice for the towing service used.

- **Transport of passengers**

The insurer organises and pays for the transport of the driver and passengers to their home or place of work or to their original destination in Belgium.

- **Notification**

At the insured party's request, the insurer shall inform the next of kin and the employer of the accident.

- **Total theft**

If the insured party has acquired the basic Mini-Comprehensive or Comprehensive guarantee, the insurer shall, in the event of a declaration of total theft of the insured vehicle registered as a passenger car or light truck (permissible maximum weight 3.5 tonnes), provide a class A replacement vehicle at the insured party's place of residence in Belgium for a maximum of 30 days, counting from the date on which the insurer receives the declaration. The period of provision of a replacement vehicle shall in any case end on the day when the total loss is reimbursed or when the stolen vehicle is again at the disposal of the insured party.

Article 4

What benefits are granted when the insured party chooses an ING-approved garage?

If the insured vehicle is a passenger car or a light truck (permissible maximum weight 3.5 tonnes), the insured party can choose to entrust the repair to an ING-approved garage. The insured party then has the following additional benefits:

- **Replacement vehicle free of charge during the repair period**

If your vehicle is repaired by an ING-approved garage, you shall be provided with a class A replacement vehicle free of charge for the entire repair period.

- **The Mobility guarantee applies to damage where the vehicle can no longer be used. Up to 12 days of replacement vehicle in case of total loss**

If the insured vehicle is immobilised as a result of an accident in Belgium, the insurer shall immediately make a replacement vehicle of at least class A available to the insured party, for a maximum period of 6 calendar days. The replacement vehicle is made available at the place chosen by the insured party in Belgium (place of the accident, home, work or the garage designated by the insurer). The period of 6 calendar days is used to determine whether the vehicle is going to be repaired, or whether there is a total loss. In the event of repair, the insured party shall receive a replacement vehicle for the full duration of the repair, calculated from the moment that the repair starts.

In the event of total loss, as confirmed by the expert appointed by NN, in addition to the first 6 calendar days, a replacement vehicle shall be made available up to a maximum of 6 calendar days: in total up to 12 days for a replacement vehicle.

- **Pick up and return**
Upon simple request, the damaged vehicle is collected and returned to the insured party's home or workplace.
- **Agreements**
The insurer arranges all agreements, including those with the expert.
- **Warranty**
The insured party has a warranty of at least 2 years on the repair.

In addition, if the insured party has the basic guarantees Civil Liability + Comprehensive or Civil Liability + Mini-Comprehensive or if he/she has only acquired the basic Civil Liability guarantee and it is certain that the insurer can apply the direct damage settlement agreement "RDR":

- **Third-party payer system**
In the event of a covered claim, the insurer pays the amount of the repair directly to the

repairer. The refundable VAT and the reduced excess that applies remain at the expense of the policyholder.

Article 5

Supplementary terms and conditions for the provision of a replacement vehicle

The provision of a replacement vehicle is subject to compliance with the conditions and rules prescribed by the insurer and the company that supplies the vehicle. These conditions for the insured party are:

- To inform the insurer immediately if the vehicle is found in the event of theft.
- To get their vehicle back in their possession as soon as possible after repair.
- To bear the costs of fuel, additional insurances, tolls and the fines incurred.

II. Optional guarantees

The optional guarantees are only acquired if they are explicitly mentioned in the special terms and conditions.

A. Driver's insurance

Article 1

What is the subject of the insurance?

In the event of an accident involving injuries resulting from the use of the vehicle referred to in the special terms and conditions, the insurer shall guarantee to the driver or to their dependants the payment of the "Common Law" compensation for their personal injury, after deduction of the interventions of third party payers referred to below and within the limits laid down in Article 4. By extension, this agreement guarantees: the death of the insured party as a result of euthanasia due to a serious and incurable condition that is the direct result of an accident that is guaranteed in this agreement. Death due to euthanasia that does not meet these conditions is not covered by the guarantee.

For the purposes of this guarantee, the following definitions shall apply:

Common law: The compensation shall be determined at the time of the damage case in accordance with the rules of common law, i.e. as if the compensation were payable by a liable third party.

Interventions of third party payers that are deducted:

- Contributions for health care, payable by the health insurance fund or by an insurer.
- Compensation for primary incapacity for work or for disability, payable by the health insurance fund.
- Compensation payable by an insurer for accidents at work.
- Statutory survivors' pensions.
- Any other payment of the nature of an indemnity or replacement income made by the employer or their insurer.

The interventions of third party payers shall

only be deducted from the compensation for material physical damage; compensations for moral damage shall therefore not be taken into account for this calculation.

Physical accident: Any traffic accident, theft or attempted theft of the insured vehicle, resulting in personal injury or death.

Driver: The person who is at the wheel of the motor vehicle, provided that he/she is at a maximum of one meter from the motor vehicle, retains the guarantee acquired by that person while he/she is:

- About to take their place at the steering wheel.
- About to leave their place at the steering wheel.
- Loading or unloading luggage.
- In the way to make repairs.

Insured vehicle: The vehicle described in the special terms and conditions. The guarantee is extended to a motor vehicle of the same type which does not belong to the policyholder or to a member of their family living with him/her and used for the same purpose as the specified motor vehicle, if that vehicle replaces, for a maximum period of 30 days, the specified motor vehicle which is temporarily or permanently unusable (except in the case of a transfer of ownership of the specified motor vehicle). The aforementioned period begins on the very day on which the specified motor vehicle becomes unusable. A vehicle belonging to a third party that is occasionally driven or a vehicle that is occasionally driven abroad, excluding rental cars, is also covered.

Article 2

Who is the insured party?

Any person residing and having their main residence in Belgium, who drives the motor vehicle specified in the special terms and conditions.

However, the following are excluded from being the driver:

- People to whom the vehicle has been entrusted in order to carry out maintenance, repair or other work on it.
- People who do not meet the conditions

required by Belgian law for driving a motor vehicle.

- People who use the vehicle without the consent of the owner or of the holder.

Article 3

Who are the beneficiaries?

- In the event of injuries: the insured party, to the exclusion of any substituted party.
- In the event of death: the dependants entitled to claim compensation are the spouse who is not legally or factually separated, the person with whom the insured party legally cohabits, the children and the parents of the insured party to the exclusion of any party appointed in the place.

Article 4

What are the limits of the compensation?

- In the event of temporary incapacity, the first month of incapacity shall remain at the expense of the insured party.
- In the event of permanent disability, the compensation shall be determined taking into account the physiological disability established in Belgium on the basis of the official Belgian scale of degrees of disability, without taking into account in the calculation the higher or lower percentage of any economic incapacity for work.
- However, for degrees of disability up to and including 5% no compensation shall be granted; degrees of disability of 10% or more shall be fully compensated; degrees of disability between 5% and 10% shall be compensated according to the formula: permanent disability to be compensated = $(x\% - 5\%) \times 2$, where x is the determined degree of disability. Each time the compensation is calculated on the basis of the income from employment, the income to be taken into account shall be that of the last 12 months before the damage case. Any currency depreciation or indexation between the time of the damage case and the regulations shall not be taken into account.
- In the event of non-compliance with the compulsory wearing of a safety belt, the compensation to be paid shall be reduced in

proportion to the extent of the damage that would have occurred if the safety belt had been worn and the damage actually suffered today.

- The total amount of fees is limited to EUR 1,500,000 per damage case, including interest.

Article 5

What is not covered?

Damage cases caused by a deliberate act or with the consent of the insured party or their dependants shall be excluded from the guarantee. It also excludes the following cases of gross negligence, i.e. damage cases:

- Occurring when the driver was in a state of intoxication or in a state of criminal alcohol intoxication or a similar state caused by the consumption of products other than alcoholic beverages.
- Occurring when the specified vehicle does not have or no longer has a valid roadworthiness certificate, or no longer meets the conditions for obtaining a valid roadworthiness certificate.

The following damage cases are also excluded:

- If the damage case results from war, civil war or similar events. If these events occur abroad and if the vehicle is in that country at the start of these events, the cover remains acquired for a maximum period of 15 days.
- If the damage case arises from strikes, riots or acts of collective inspiration, and the insurer proves that the insured party actively participated in the events.
- If the damage case arises from earthquakes, volcanic eruptions, tidal waves or other natural disasters.
- If the damage case is due to causes of a nuclear or radioactive nature.
- For damage caused or made possible by a risk aggravating physical condition, being diabetes, epilepsy or heart disease, or by a risk aggravating mental condition.
- For damage caused while the insured party was participating in competitions, speed, endurance and regularity competitions or during training for such competitions. Tourist rallies however remain covered.

Article 6

Is there a subrogation in the event of third party liability?

The insurer shall be automatically entitled to the rights of the insured party or their dependants up to the amount of the amounts paid and to the extent of the liability of the third party. The compensation paid is considered to be one and indivisible and a global advance on subsequent recourse. In the event of joint liability, the insurer shall exercise its right of recourse up to the proportion of its expenses corresponding to the proportion of the liability borne by the third party.

Article 7

What is the regulatory procedure?

a. During the temporary incapacity for work

Provided that the insured party undertakes to reimburse the insurer for all amounts paid, if it appears, after reading the criminal record or after examination, that the damage case is not covered, the insurer undertakes to make an initial advance payment within two weeks of receipt of the necessary medical and income documents. The advance payment shall cover the damage during the already expired period of temporary incapacity for work, as well as the probable damage for a future period of incapacity for work. The advance payment shall be repeated if necessary. The payment of these advance payments and of the compensation determined below can only be postponed if, due to serious elements, there are well defined suspicions that make it possible to reasonably doubt the insurance guarantee.

b. After recovery or consolidation

As soon as it can be assumed that the recovery of the injuries or the consolidation of the situation of the insured party has been achieved, the insurer undertakes to make a proposal for a definitive settlement within 2 months following the date on which it was informed of the recovery or the consolidation. However, the insured party shall have to provide the insurer with all information in advance in order to determine the extent of the damage. In the event of refusal of the proposal,

the insurer, together with the insured party, shall seek another possibility for a definitive settlement. To this end, the insurer undertakes to make, within a period of 2 months from the notification of the refusal, a new advance payment which will allow the continuation of the negotiations for a final settlement.

c. In the event of death

Within the two months following the date on which the insurer shall have been provided with the information enabling the extent of the loss to be determined, the insurer undertakes to proceed in the manner as stipulated under Article 7.b.

All this on condition that the dependants undertake to reimburse the insurer for all amounts paid if, after reading the criminal record or after examination, it appears that the accident is not covered.

Article 8

Is a medical assessment required?

Disputes about medical matters can be settled by mutual agreement in a binding amicable medical assessment. Both parties shall appoint their own doctors. These two appointed doctors shall together appoint a third doctor. Each party shall bear the fees and expenses of its doctor; those of the third doctor and of the specialised examinations shall be divided equally.

Article 9

What are the territorial limits?

Cover is also granted for a damage case occurring in a country of the European Union, in the principalities of Andorra and Monaco, in the Vatican City State, Iceland, Croatia, Liechtenstein, Norway, San Marino, Switzerland, Morocco, Tunisia, Turkey, as well as in any country determined by the King pursuant to Article 3, § 1, of the law dated 21 November 1989.

Article 10

What are the obligations of the insured party and dependants?

- If an amicable medical assessment proves necessary, the insurer shall invite any liable third party and its insurer to participate;

the insured party cannot oppose such participation.

- In the event of an amicable medical assessment between the insured party and the third party, their insurer or another party, and in the event of a judicial assessment, the insured party undertakes to invite the insurer to follow up and participate in the assessment.
- The insured party and their dependants undertake to invite the insurer to participate in the settlement with the liable third party or to keep it informed of the procedure in the event of legal proceedings.
- The insured party or their dependants must inform the insurer of any claim within 8 days, except in cases of force majeure. This declaration must be accompanied by a detailed medical certificate issued by the doctor who looked after the victim. A fatal accident must be reported within 24 hours. In addition, the insurer is entitled to have an autopsy carried out at its own expense. If permission to do so is refused by anyone, the insurer has the right to limit its intervention in proportion to the damage suffered, except in the case of fraudulent intent whereby it refuses cover.
- Any information or certificate relating to the course of the treatment or to the state of health before and after the damage case must be provided within 8 days. As soon as their condition allows it, the victim is obliged to answer any call from the insurer's medical advisor.

Except in cases of force majeure, the insured party or the dependants who have not complied with these obligations are excluded from all guarantees. Any acknowledgement of liability without the insurer's consent shall release it from its obligations to the extent of the prejudice suffered. In both cases, the insurer shall be entitled to claim reimbursement of the sums paid in proportion to the loss suffered, except in the case of fraudulent intent, in which case it may automatically reclaim the entire amount.

Article 11

When does the insurance come into force?

The guarantee shall come into force from the date specified in the special terms and conditions and on condition that the first premium has been paid, except where provisional cover has been expressly provided by the insurer.

Article 12

What other provisions apply?

Article 2, Article 14, Article 16, Articles 18 to 22, Articles 26 to 30, Article 37 and Articles 67 to 70 of the basic Civil Liability guarantee shall apply. Both parties can terminate this optional guarantee annually and separately from the other guarantees, by registered letter at the latest 3 months before the expiration date of the current period.

B. Legal assistance

Definition of terms

For the purposes of this guarantee, the following definitions shall apply:

The policyholder: The person who concludes the agreement with the insurer.

The insured party:

- The family members of the policyholder, i.e. the cohabiting spouse or cohabiting life partner as well as all persons living at the same address as the policyholder.
- The children of the policyholder and the children of the cohabiting spouse or life partner when they no longer live with the policyholder but if they are fiscally dependent or
- dependent on the policyholder and/or the cohabiting spouse or life partner and/or ex-partner for their means of subsistence.
- The owner, holder and authorised driver of the insured vehicle.
- The persons who are transported in the places intended for passenger transport in the insured vehicle, insofar as the statutory or contractual number of persons transported is not exceeded.

The specified vehicle: The motor vehicle indicated in the special terms and conditions and any motor vehicle which, in application of Article

56 §1 to §3 of the basic Civil Liability guarantee, may be the subject of that basic guarantee.

The guaranteed damage case: damage caused during use of the insured motor vehicle.

- a. Only the policyholder and the persons living with him/her in a family context can invoke the Legal assistance guarantee in order to file a claim for compensation against another insured party.
The “insolvency of third parties” guarantee does not apply to such claims.
- b. Cover is also granted for a damage case occurring in a country of the European Union, in the principalities of Andorra and Monaco, in the Vatican City State, Iceland, Croatia, Liechtenstein, Norway, San Marino, Switzerland, Morocco, Tunisia, Turkey, as well as in any country determined by the King pursuant to Article 3, § 1, of the law dated 21 November 1989.
- c. The conditions of Article 2, Articles 10 to 14, Articles 16 to 20, Article 22, Articles 26 and 27, Articles 29 and 30, Articles 32 and 33 and Article 37 of the basic Civil Liability guarantee shall apply to this guarantee.

Article 1

What is the subject of the guarantee?

- a. The insurer shall seek an amicable settlement itself and bear the costs thereof.
- b. If an amicable settlement cannot be reached or if the insured party becomes involved in a procedure through no fault of their own, the insurer shall have the insured party defended or represented in court.

Article 2

What are the insured party's obligations?

The insured party must inform the insurer of the dispute in writing as soon as possible. He/she shall spontaneously pass on any information useful to the case and forward to the insurer all judicial and extrajudicial documents relating to the dispute. The insurer shall not intervene in respect of costs and fees payable by the insured party for benefits of which he/she has not been informed in advance.

Article 3

What is the scope of the guarantee?

- a. The insurer defends the interests of the insured party and bears the costs associated with it. This includes the fees and costs for research, assessment and procedure. If the insured party prefers to leave the choice of a lawyer to the insurer, the insurer shall appoint a lawyer specialised in the matter in question.
- b. The insured party is free to choose a lawyer or any other person who has the required qualifications under the law applicable to the procedure to defend or represent their interests.

The free choice also applies in the event of a conflict of interest between the insured party and the legal assistance insurer, insofar as this conflict is real and concrete, for example if both the insured party and the other party are insured with the insurer in the form of legal assistance. The payment of the costs and fees of those who have been freely chosen by the insured party by virtue of the legal assistance insurance is carried out either directly by the insurer or by the insured party – after prior and explicit approval by the insurer. If the insurer considers the statement of costs and fees to be excessive, the insured party shall submit the disputed statement to the competent authority at the expense of the insurer that is then in charge of the dispute.

- c. Without prejudice to the provisions of Article 3.d below, the insurer may refuse to cooperate or discontinue its intervention if:
 - It believes that a proposal for a settlement is fair.
 - It considers that a legal action or recourse against a judicial decision does not have a serious chance of success.
 - It turns out that the third party considered liable is insolvent.
 - The insured party does not appear in court, while their personal appearance is required by the administration of justice.
- d. After the insurer has stated its stance on the course of action to be followed in writing, the insured party may consult a lawyer of their choice if he/she does not agree with the insurer.

Of course, this does not affect the insured party's right to bring an action against the difference of opinion. If the lawyer confirms the insurer's stance, the insurer shall reimburse half of the fees and costs of the consultation. If the insured party initiates proceedings against the advice of the lawyer at their own expense and achieves a better result than what he/she would have achieved by following the insurer's stance, the insurer shall reimburse the costs of the proceedings and the consultation. However, if the lawyer consulted confirms the insured party's stance, the insurer shall, regardless of the outcome of the proceedings, bear the costs and fees of the consultation and provide the guarantee.

Article 4

What is the maximum intervention?

The insurer intervenes up to an amount of EUR 50,000 per damage case, without applying any excess. For disputes concerning contractual obligations, the insurer shall bear a maximum of EUR 9,000 euros per damage case. In determining that amount, the costs of internal file management for the insurer or of the costs and fees caused by the application of Article 3.d shall not be taken into account.

If the insured amount is insufficient, the policyholder and the persons who live with him/her in a family context shall have priority over the other insured parties.

Article 5

What are the restrictions?

The guarantee does not apply:

- a. For fines and amicable settlements with the public prosecutor's office nor for costs related to the breath test and blood analysis.
- b. For damage resulting from war, civil war or similar events.
- c. For damage resulting from strikes, riots or acts of collective inspiration, unless the insured party proves that he/she did not actively participate in these events.
- d. For costs and fees for legal proceedings, if the amount of the damage to be recovered is equal to or less than EUR 120.
- e. For a procedure before the court of cassation,

- when the amount of the damage to be recovered in principal is EUR 1,200 or less.
- f. If the insured party has deliberately caused the guaranteed damage case; deliberately conceals or deliberately misrepresents information and as a result the insurer is misled about the further course of the damage case. However, the insurer does provide a guarantee for non-intentional serious errors such as drunkenness and alcohol intoxication.
- g. Without prejudice to the provisions of Article 6.e, for disputes concerning contractual obligations, including disputes concerning the applicability of the Legal assistance guarantee.
- h. For damage resulting directly or indirectly from an act of terrorism. Terrorism is defined as a clandestinely organised act or a series of acts, interrelated in time and purpose and carried out individually or in a group for ideological, religious, political, economic or social purposes. These acts are intended to affect the physical integrity of persons or damage goods with a view to impressing the public or a government and creating a climate of insecurity.

Article 6

What are the extensions?

a. Insolvency of third parties

If the insured party cannot obtain full compensation for a guaranteed damage case, which occurred in Belgium, because the liable party is totally insolvent, the insurer itself shall compensate the insured party up to a maximum of 6,200 euros per damage case. From the damage, which cannot be recovered from the incapacitated party, all the sums that the insured party has obtained or can obtain shall be deducted. However, this extension does not apply to contractual disputes. This guarantee also does not apply to damage suffered by or after the (attempted) theft or theft of the specified vehicle, its accessories or personal objects.

b. Advance payments

In the event of a guaranteed damage case in Belgium caused by an identified third party, whose liability is recognised by its

Civil Liability insurer, the insurer shall pay a maximum of EUR 6,200 in advance payments per damaged claim to its insured parties for the recoverable damage.

The insurer shall be automatically entitled to the rights of the insured party or their dependants up to the amount of the amounts paid and to the extent of the liability of the third party. The compensation paid is considered to be one and indivisible and a global advance on subsequent recourse.

c. Foreign procedures

If, as a result of a guaranteed damage case, the insured party is obliged to appear as a defendant before a foreign court, the insurer shall bear the costs of travel and accommodation incurred as a result, insofar as these are reasonable and justified.

d. Criminal defence

Even if no damage was caused, the insurer shall bear the costs of defending the insured party under criminal law in the event of prosecution of the insured party for infringement of the laws and regulations concerning road traffic police and in the event of unintentional crimes committed with the insured motor vehicle.

e. Contractual disputes

Cover is provided in the event of:

- Disputes with insurance companies concerning damage cases in connection with insurance policies taken out in respect of the motor vehicle referred to in the special terms and conditions.
- Disputes with professional sellers and repairers established in Belgium in which the insured party claims compensation on the basis of the legal or contractual guarantee, as a result of the purchase or an intervention such as repair, modification or maintenance of the motor vehicle indicated in the special terms and conditions.

f. Appeal for clemency

Without taking into account the maximum intervention, the insurer shall pay the costs of the appeal for clemency if the insured party has been sentenced to an effective custodial sentence in the event of a guaranteed

damage case.

Article 7

What is the duration of the insurance?

Legal assistance insurance is taken out for a period of one year. At the end of the insurance period, the agreement is tacitly renewed from year to year, unless terminated by one of the parties at least three months before the end of the current period. If one of the parties terminates the legal assistance insurance, the other party is entitled to terminate the other guarantees of the policy by the same end date.

C. Premium protection after damage

Article 1

What is the subject of the insurance?

In the event of a first claim during the policy year with the insured motor vehicle, the insurer will ensure that the claim does not result in the activation of the transfer mechanism described in Article 65, 2. c.

As a result, the premium for the next and following insurance years will be determined by the insurer as if the claim had not taken place.

Article 2

What is covered?

The risk that, as a result of a first claim, the transfer mechanism described in Article 65 2. c will be triggered on the next principal renewal day. A claim is understood to mean:

- a claim at fault under the basic cover Civil Liability. A claim for which the insurer is obliged to pay compensation in accordance with Article 66 will only have effect if the insured is liable for the claim;
- a claim under the cover Comprehensive which entails non-recoverable expenses for the insurer. A claim in which the insurer is obliged to compensate both the insured vehicle and the injured parties shall be considered a single claim.

Article 3

What is not covered?

- A fault damage case to which Article 3, Article 4, Article 6 and Articles 46 to 48 of the general terms and conditions of the basic Civil Liability guarantee is applied by the insurer, is excluded from cover.
- Premium consequences as a result of changes in factors as referred to in Article 65.1 a, b and c of the basic Civil Liability guarantee.
- A damage case that occurred before the commencement of this guarantee.
- Other claims within the same insurance year.

Article 4

When does the insurance come into force?

The guarantee shall come into force from the date specified in the special terms and conditions and on condition that the first premium has been paid, except where provisional cover has been expressly provided by the insurer.

Article 5

What other provisions apply?

- Article 2, Article 10 § 4, Article 14, Article 16, Articles 18 to 22, Articles 26 to 30 and Article 37 of the basic Civil Liability guarantee shall apply.
- Either party may terminate the guarantee annually and separately from the other guarantees, by registered letter at the latest 3 months before the main expiration date of the current period. After application of the guarantee in the event of a first damage case, it automatically ends on the main due date.
- A fault claim to which this guarantee is applied is, however, mentioned on the damage certificate referred to in Article 36 of the basic Civil Liability guarantee.

D. Breakdown assistance and assistance abroad

The insured party can make use of this optional guarantee by contacting the ING Assist'Line on +32 (0)2 550 06 00. The service is available 7 days a week and 24 hours a day.

Definition of terms

For the purposes of this guarantee, the following definitions shall apply:

The insurer: The assistance benefits are provided by the insurance company Inter Partner Assistance SA/NV, approved by the FSMA under the code number 0487. Registered office: Louizalaan 166 bus 1, 1050 Brussels, Belgium. Inter Partner Assistance grants power of attorney to NN Non-Life Insurance SA/NV for all matters relating to the acceptance of risks and the management of agreements, to the exclusion of damage cases.

The intermediary: ING Belgium SA/NV, insurance broker, authorised by the FSMA under the code number 12381 A. Company head office: Marnixlaan 24, 1000 Brussels, Belgium.

Policyholder: The person who concludes the agreement with the insurer.

Insured party: The policyholder, the usual driver and any other authorised driver or passenger of the insured vehicle with the exception of hitchhikers. Insofar as the insured party is domiciled in Belgium and usually stays there.

Insured vehicle:

- The motor vehicle specified in the special terms and conditions and insofar as that motor vehicle:
 - Is not older than 10 years on the date this cover takes effect.
 - Has an MAW of not more than 3.5 tonnes
 - Has a length of maximum 6 metres
- A caravan, camper van or trailer for private use coupled to a motor vehicle if the permissible maximum weight does not exceed 3.5 tonnes and its length does not exceed 6 metres.
- A temporary replacement vehicle.
- "Temporary replacement vehicle" means a motor vehicle belonging to a third party and intended for the same use as the specified

vehicle and intended as a replacement for that vehicle, which has, for whatever reason, become permanently or temporarily unusable, inter alia for purposes of maintenance, alterations, repairs or roadworthiness tests. The permissible maximum weight of the temporary replacement vehicle shall not exceed 3.5 tonnes and its length shall not exceed 6 metres.

Accident: accident is understood to mean:

- A traffic accident
- An attempt at theft or vandalism.
- A fire, explosion, implosion, flames and/or lightning.
- Contact with birds or stray animals.
- Damage caused by natural disasters.

Article 1

Assistance after an accident in Belgium or abroad

a. Towing

If the insured vehicle is immobilised due to an accident in Belgium, the insurer shall organise and pay for the towing of the insured vehicle to a garage designated by the insured party. If the insured vehicle is immobilised due to an accident abroad, the insurer shall organise and pay for the towing of the insured vehicle to the nearest garage.

b. Notifying

At the request of the insured party, family members or the employer are informed of the accident.

Article 2

Breakdown assistance in Belgium or abroad

If the insured vehicle is immobilised due to a mechanical defect, the insurer shall organise and pay for the sending of a repairer on site and the possible towing of the vehicle to the customer's garage or abroad to the nearest garage.

If the insured party does not call on the insurer for breakdown assistance and towing of their vehicle, the insurer shall reimburse him/her up to a maximum of EUR 200 on presentation of the invoice of the towing service used.

In addition to mechanical defects, the insurer shall also intervene in the event of:

1. Fuel shortage

In that case, the assistance includes towing

the vehicle to the nearest petrol station. The cost of the fuel shall continue to be borne by the insured party.

2. Refuelling the wrong type of fuel

In that case, the assistance includes towing the vehicle to the nearest petrol station and emptying the tank. The costs of the fuel and working hours shall continue to be borne by the insured party.

3. Flat tyre

In that case, the assistance shall include replacing the flat tyre at the site of the immobilisation if the insured party is unable to install the spare tyre himself/herself. These costs are not eligible for reimbursement if the insured party does not have a spare tyre in good condition. In the event of several punctures at the same time, the vehicle shall be towed to the nearest garage.

4. Forgotten keys in a locked vehicle

In this case, the assistance includes opening the doors of the vehicle after presenting proof of the insured party's identity. This service does not need to be provided if opening the doors can cause damage to the vehicle.

5. Loss or theft of the keys of the insured vehicle

In that case, the assistance includes:

- If there is a duplicate at the insured party's home and if the insured party is unable to return to their home, the cost of a taxi (return trip) from the place of immobilisation to the insured party's home up to a maximum of EUR 65.
- If there is no duplicate at the insured party's home, the insurer shall inform the insured party of the steps to be taken with the manufacturer to obtain a new key.

All repair costs shall be borne by the insured party.

Article 3

Supplementary assistance after an accident or breakdown in Belgium

• Transport of passengers

The passengers are taken in the cab of the towing service or by taxi to their place of residence or their closest destination.

- **Deployment of a replacement vehicle**

The insurer shall provide the insured party with a replacement vehicle for the duration of the repair. The duration of the repair is understood to be the normal duration of the repair. In the event of total loss, the insurer shall provide a replacement vehicle for the duration that the insured party has been immobilised. In any case, the period of provision shall not exceed 30 days.

Article 4

Supplementary assistance after an accident or breakdown abroad

a. Supplementary assistance for repair on-site

1. Sending of spare parts

The insurer sends, by the quickest and most economical means, the parts that are essential for the proper and safe operation of the vehicle, if they cannot be found on-site. The insured party shall only reimburse the price of the parts that the insurer has sent him/her at their request. The insurer reserves the right to request an advance payment from the insured party if the value of the parts to be sent exceeds EUR 750.

2. Assistance to the immobilised insured party.

The insurer shall, at the option of the insured parties, organise and pay for the following abroad:

- a. Any costs for a taxi or rental vehicle up to EUR 125 to enable the insured parties to reach their destination abroad.
- b. The hotel costs (room + breakfast) pending repair, up to a maximum of EUR 65 per insured party.
- c. If the insured vehicle has been immobilised for at least 24 hours, and with the prior consent of the insurer, the provision by the insurer of the costs for a hire car for a maximum of 5 consecutive days so that the insured party is mobile at the place of destination.

b. Supplementary assistance in the event of non-repair on-site

If the insured vehicle cannot be repaired within a period of 2 working days, the insurer

shall take care of:

1. Repatriation of the immobilised vehicle

The insurer shall organise and pay for the transport and repatriation to the garage chosen by the insured party in the vicinity of their home. In order to make this transport possible in the short term, the insured party undertakes to comply with the insurer's guidelines, to take the necessary steps and to provide the insurer with the necessary documents. The costs of transport at the expense of the insurer cannot exceed the amount of the residual value of the insured vehicle (with reference to "Eurotax", a publication by Eurotax Belgium SA/NV).

A first state of description of the vehicle shall be drawn up at the time of collection and a second one at the time of delivery of the vehicle.

Any damage caused during transport shall be borne by the insurer. The insurer cannot be held liable for the theft of objects or accessories inside or outside the vehicle. The costs for storing the vehicle from the day it is unusable until the day it is collected for the purpose of its transport or repatriation shall be borne by the insurer.

2. Assistance to the immobilised insured party

- a. The return, immediately or on an agreed date, of the insured parties by train (first class) or by scheduled airliner (economy class).
- b. The cost of a taxi or hired car up to a maximum of EUR 125 to enable them to reach their destination
- c. The provision and payment by the insurer of the costs of a replacement vehicle abroad for a maximum of 5 consecutive days so that the insured party can reach their destination or place of residence and/or can be mobile at the place of destination.
- d. To make a replacement vehicle available to the insured party in Belgium until the vehicle has been repatriated.

c. Supplementary assistance if the insured party cannot wait for the repair of more than 2 working days

If the insured vehicle is repaired locally, but the repair takes more than 2 working days and the insured party cannot wait for the end of the repair, the insurer shall take care of:

1. Repatriation of the immobilised vehicle
 - a. Repatriation of the immobilised vehicle as referred to in Article 4.b.1
 - b. Provision to the insured party of a first class train ticket or an economy class airplane ticket to the place where the vehicle is located. If necessary, the insurer pays a hotel for 1 night abroad for up to EUR 65.
2. Assistance to the immobilised insured parties as referred to in Article 4.b.2

d. Supplementary assistance in the event that the insured party cannot wait for the repair within 2 working days

If the insured vehicle has been immobilised for at least 24 hours and can be repaired within a period of 2 working days, but the insured party does not wait for the repair on-site, the insurer shall provide assistance as referred to in Article 4.c. A supplementary condition is that the assistance is provided at the insurer's discretion and with the explicit consent of the insurer.

Article 5

Assistance after theft, carjacking or homejacking in Belgium or abroad

a. Assistance to the immobilised insured party

If the insured parties are immobilised as a result of theft, carjacking or homejacking abroad, then the insured parties are entitled to assistance as referred to in Article 4.b.2.a, b and c.

b. Deployment of a replacement car in Belgium

In the event of theft, carjacking or homejacking of the insured vehicle in Belgium or abroad, the insurer shall make a replacement vehicle available in Belgium after receipt of the insured party's report, until such time as the vehicle is recovered with a maximum duration of 30 days.

However, if the vehicle is recovered within those

30 days and if it is found that the vehicle needs to be repaired, the period is extended for a maximum of the duration of the repair with a further maximum of 30 days.

c. Assistance after the vehicle has been recovered

If the stolen vehicle is recovered within a period of 6 months, the insurer shall organise and pay, depending on the condition of the vehicle, for the following:

- If the vehicle is ready for use, provision to the insured party of a first class train ticket or an economy class airplane ticket to the place where the vehicle is located.
- If necessary, the insurer pays a hotel for 1 night abroad for up to EUR 65.
- If the vehicle is not drivable, repatriation is organised in accordance with Article 4.b.1 "Repatriation of the immobilised vehicle".

Article 6

Loss of driver abroad

If no passenger is able to drive the insured vehicle after death or due to serious illness or as a result of an accident of the driver or drivers, the insurer shall proceed to return the insured vehicle to the domicile of the insured party in Belgium. In the event of serious illness or after an accident, this will only happen if, according to the insurer, the recovery of the driver or drivers will take longer than 5 days. At the insurer's discretion, this will be done by employing a driver from the insurer or by organising and paying for the transport and repatriation of the vehicle.

Article 7

Territorial area

The cover is provided in Belgium and other countries and islands of geographical Europe.

Article 8

Conditions for the provision of replacement vehicles in Belgium and abroad

The provision of a replacement vehicle is subject to compliance with the conditions and rules prescribed by the insurer and the company that supplies the vehicle. These conditions are:

- The insured party's prior appeal to the insurer.
- The replacement car is of class B (such as

Peugeot 208).

- The insured party must ensure that a repair is carried out as soon as possible.
- and that their vehicle is returned to him/her as soon as possible after the repair.
- The insured party must inform the insurer immediately if the insured vehicle has been repaired or – in the event of theft – found.
- There insured party must provide a guarantee to the rental company for the duration of the use of the replacement vehicle.
- The insured party must not travel from Belgium to a foreign country or from a foreign country to Belgium with the replacement car if the agreement with the rental company expressly prohibits this.
- The insured party must have held a type B driving licence for more than one year.
- The insured party's right to drive has not been declared null and void in the year preceding the application for the rental.
- The costs of fuel, additional insurances, tolls and the fines incurred shall always be borne by the insured party.

At the insured party's request, the replacement car in Belgium shall be delivered on site, at home or at another place in Belgium, and then collected again. The insurer shall bear any travel costs incurred by the insured party in carrying out the formalities for the receipt and return of the vehicle.

Article 9

What is not covered?

Damage cases caused by a deliberate act or with the consent of the insured party or their dependants shall be excluded from the guarantee. It also excludes the following cases of gross negligence, i.e. damage cases:

- a. Caused by a driver in a state of drunkenness, alcoholic intoxication rendering the driver liable to prosecution, or in a similar state resulting from the use of substances other than alcoholic beverages
- b. When the insured vehicle was not or was no longer covered by a valid inspection certificate, or no longer complied with the requirements for obtaining a valid inspection certificate.

Furthermore, the following claims are excluded from cover:

- c. Claims which are a result of war, civil war or similar events
- d. If the accident was the result of a strike, an attack, a riot or any other act of violence of a collective nature, except if the insured proves that he/she did not actively taken part in such events.
- e. Claims which are the result of an earthquake, volcanic eruption, tidal wave or other natural disaster and intervention proves impossible for reasons beyond the company's will
- f. Claims which are the result of causes of a nuclear or radioactive nature
- g. If the claim is the direct or indirect consequence of terrorism. The term 'terrorism' is understood to mean a clandestine organised action or threat of action with ideological, political, ethnic or religious intent, carried out by an individual or a group and committed with violence, or where people or the economic value of tangible or intangible property is totally or partly destroyed, either to impress the public, to create an atmosphere of insecurity or to bring the authorities under pressure, or to obstruct the operation or normal running of a department or company.
- h. Those which arise while the insured is taking part in racing, speed trials, endurance or stages against the clock, or during training for such events, Tourism rallies are still covered.
- i. The immobilisation of the vehicle in the course of maintenance works
- j. Repeated defects resulting from the failure to repair or maintain the vehicle, if during the twelve preceding months the company has already intervened for two similar or identical defects
- k. Which occurred during a stay abroad of more than 90 consecutive days.

Article 10

What other provisions apply?

Article 2, Article 10 § 4, Article 14, Article 16, Articles 18 to 22, Articles 26 to 30 and Article 37 of the basic Civil Liability guarantee shall apply.

III. Common provisions

The common provisions set out below apply to both basic and optional guarantees.

Legal framework

This insurance agreement is covered by the scope of application of the law relating to insurance dated 4 April 2014, the laws and Royal Decrees applicable to the insurance agreement. This insurance agreement also falls within the scope of application of national and international regulations on the (prohibition of) provision of financial services. This legislation prohibits us from concluding agreements with or for the benefit of (legal) persons who appear on national and/or international lists (sanction lists) because of their involvement in terrorism, money laundering or related crimes.

We check this on a regular basis. If within 10 days after conclusion of the insurance agreement, it appears that you (the policyholder) are on a sanctions list, then no valid insurance has been established. If your policyholder, insured party or a third party appears on a sanctions list during the term of the insurance agreement, no intervention in a damage case or other services shall be provided to this (legal) person.

We shall present the legal provisions in a language that is as comprehensible as possible. If a statement in the insurance agreement conflicts with the aforementioned statutory provisions, the latter shall apply.

Complaints

If the policyholder (natural person) has any complaints with regard to this agreement, he/she may, during the term of his agreement, address the Insurance Ombudsman, de MeeÛsquare 35, B-1000 Brussels (www.ombudsman.as - info@ombudsman.as - Tel. + 32 2 547 58 71 - Fax + 32 2 547 59 75). This does not preclude the policyholder from initiating legal proceedings.

Privacy

The personal data you provide within the framework of this agreement shall be processed by:

- ING Belgium SA/NV, Marnixlaan 24, 1000 Brussels, for the purpose of centralising customer management, managing accounts and payments, intermediary services (including insurance), loans (if applicable), asset management, marketing of banking and insurance services (unless you have objected to this), global overview of the customer base, control of operations and prevention of irregularities.
- NN Non-Life Insurance SA/NV, Princesse Beatrixlaan 35 in 2595 AK The Hague, the Netherlands, for the purpose of centralising customer management, production and management of insurance, marketing of insurance services (with the exception of direct marketing), global overview of the customer base, control of operations and prevention of irregularities.
- Inter Partner Assistance SA/NV, Louizalaan 166 PB 1, 1050 Brussels, for the purpose of centralising customer management, production and management of insurance, marketing of insurance services (excluding direct marketing), global overview of the customer base, control of operations and prevention of irregularities.
- NN Insurance Services Belgium SA/ NV, Fonsnylaan 38 in 1060 Brussels, for the purpose of centralising customer management, production and management of insurance, marketing of insurance services (with the exception of direct marketing), global overview of the customer base, control of operations and prevention of irregularities.

They are communicated to the other companies of the ING banking and insurance group in Belgium (list available on request) for the purposes of centralising customer management, marketing, global overview of the customer base, provision of their services (if applicable) and control of the regularity of operations (including the prevention of irregularities). Any natural person may consult the data relating to him/her and have it corrected. He/she may object, on request and free of charge, to the processing of data relating to him/her by ING for the purposes of direct

marketing and/or to the communication of such data to other companies of the ING Group in Belgium for the same purposes.

For any additional information relating to the processing of data by ING Belgium SA/NV, please refer to Article 6 (Protection of privacy) of the General regulations for the operations of ING Belgium SA/NV.

Inter Partner Assistance SA/NV, Louizalaan 166, PB 1, 1050 Brussels, for the purpose of centralising customer management, production and management of personal and accident and accident insurance, marketing of insurance services, global overview of the customer base, control of operations and prevention of irregularities. Personal data may be passed on by Inter Partner Assistance, as co-responsible for processing, to service providers, whether or not established in a Member State of the European Union, whose intervention is necessary or helpful to achieve the aforementioned objective, including AXA Business Services in India (list upon request).

Article 496 of the Belgian Penal Code

Any fraud or attempted fraud on the part of the insurer not only entails the nullity of the insurance agreement, but may also be subject to criminal prosecution pursuant to Article 496 of the Belgian Penal Code. The person concerned shall also be included in the ESV Datassur database, which reminds the member insurers of the special insurance risks to be monitored.

Datassur

The insurance company NN Non-Life Insurance SA/NV communicates to ESV Datassur personal data that are relevant in the exclusive context of risk assessment and the management of agreements and related damage cases. Any person who proves their identity has the right to contact Datassur in order to obtain access to the data concerning him/her and, where appropriate, to have this data rectified.

In order to exercise this right, the person concerned must send a dated and signed request, together with a copy of their identity card, to the following address: Datassur, dienst Bestanden, de MeeÛsquare 29, 1000 Brussels.

Claims Database

The Claims Database is managed by Alfa Belgium (Square de MeeÛs 29, 1000 Brussels, CBE number 0833.843.870), the controller. After reporting a claim in the motor vehicle branch, a limited amount of personal data related to the insured person, driver and other party involved in the claim will be communicated to Alfa Belgium for inclusion in the Claims Database in the legitimate interest of the members of Alfa Belgium. The members of Alfa Belgium are the insurers, the BBAA (Belgian Bureau of Motor insurers) and the FCGB (Belgian Guarantee Fund). The purpose of the Claims Database is to combat (organised) insurance fraud. The functionality of the Claims Database is limited to providing neutral information, without any analysis or investigation into possible insurance fraud. Based on the results file, the members of Alfa Belgium can determine possible links between claim files. The analysis of the results file and the further investigation remain the exclusive competence and responsibility of the members of Alfa Belgium. An insurer may not make a decision based solely on information from the Claims Database.

Your rights and additional information - As a data subject, you have a right to information, a right of access, a right to rectification, a right to erasure, a right to the restriction of processing, a right to object and a right to lodge a complaint with the Data Protection Authority (rue de la Presse 35, 1000 Brussels, contact@apd-gba.be, <https://autoriteprotectiondonnees.be>). To exercise your rights regarding the RSR file, you can always contact Datassur (Square de MeeÛs 29, 1000 Brussels, or privacy@datassur.be). To exercise your rights regarding the Claims Database, you can always contact Alfa Belgium (Square de MeeÛs 29, 1000 Brussels, or info@alfa-belgium.be). You must add a copy of your identity card to your letter or email. Additional information on the policy of Datassur and Alfa Belgium regarding the processing of personal data and your rights as a data subject is available at <https://www.datassur.be/fr/privacy-notice-fr> (Datassur) and <https://www.alfa-belgium.be/fr/vie-privee> (Alfa Belgium).

Insurer

NN Non-Life Insurance NV, a Dutch incorporated company, authorised to insure risks in Belgium as an insurance company registered in Belgium with NBB (National Bank of Belgium) under code number 1449.

Registered office: Prinses Beatrixlaan 35, 2595 AK The Hague, Netherlands - Trade Register number 27127537, regulated by the Nederlandsche Bank (Dutch central bank). NN Non-Life Insurance NV is able to act as an insurance intermediary in Belgium on the basis of the free movement of services.

Representative in Belgium

NN Insurance Services Belgium SA/NV, competent in particular for settling claims in Belgium for NN Non-Life Insurance NV, an insurance agent registered with the FSMA under number 0890.270.750. Registered office: Fonsnylaan 38, B-1060 Brussels, Belgium - Brussels Register of Companies - VAT BE 0890.270.750 - www.nn.be

Insurance intermediary

ING Belgium NV/SA - Bank - Marnixlaan/Avenue Marnix 24, B-1000 Brussels - RLP Brussels - VAT: BE 0403.200.393 - BIC: BBRUBEBB - IBAN: BE45 3109 1560 2789 - www.ing.be - Contact us via ing.be/contact - Insurance broker, registered with the FSMA under the number 0403.200.393. Publisher responsible: Sali Salieski - Cours Saint-Michel 60, 1040 Brussels - 720390E - 05/21