

# ING Car Insurance

General Terms and Conditions



insured by



## The insurance policy

The insurance policy is a contract concluded by mutual agreement between the policyholder and the company. It comprises two inseparable sections:

namely:

### **The general terms and conditions PP 8315-03**

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.

## Introduction

### The company

NN Non-Life Insurance nv, a Dutch incorporated company, authorised to insure risks in Belgium as an insurance company registered with the FSMA under the green card code number 1449. Registered office: Prinses Beatrixlaan 35, 2595 AK The Hague, Netherlands – Trade register number 27127537, supervised by the Nederlandsche Bank.

### The Insurance Agent

ING Belgium SA/nv, an insurance agent, registered with the FSMA under the code number 12381A. Registered office: Avenue Marnix 24, 1000 Brussels, Belgium. Brussels RPM/RPR – VAT BE 0403.200.393 – auto@ing.be – www.ingauto.be – BIC: BBRUBEBB – IBAN: BE45 3109 1560 2789.

### The Representative

NN Insurance Services Belgium SA/nv, authorised by the FSMA to settle claims in Belgium on behalf of NN Non-Life Insurance nv, an insurance company under the code number 2551. Registered office: Airport Plaza – Montreal Building, Da Vincilaan 19, 1831 Diegem, Belgium – www.nn.be – VAT BE 0890.270.750 – BIC: BBRUBEBB – IBAN: BE95 3200 0812 7458.

### Cover

All the options the company will insure are listed and defined.  
The Special Terms contain the cover taken out by the policyholder.

### Basic options

With regard to basic cover, the policyholder can choose from the following options:

- Civil Liability
- Civil Liability + Limited Comprehensive
- Civil Liability + Comprehensive

The option 'Service in the event of a claim' forms an integral part of the basic cover, whichever option is chosen.

### Optional Cover

In addition to the basic cover chosen, the policyholder can take out the following options:

- Driver insurance
- Legal Aid
- Premium protection following a claim
- Breakdown and foreign assistance

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### **How to contact us?**

Call our ING Car Team on 02 464 64 04, weekdays from 8 a.m. to 10 p.m. and on Saturdays from 9 a.m. to 5 p.m.  
Write to the following address: ING Car Insurance, cours Saint-Michel 60, 1040 Brussels.

### **In the event of a claim:**

Call the ING Assist'Line on 02 550 06 00, 24 hours a day, 7 days a week.

## I. Basic cover

### A. Civil liability

The terms of the basic Civil Liability insurance are fully stipulated by law. The wording of such basic cover corresponds to the Standard Civil Liability Contract (law of 21 November 1989 - Royal Decree of 14 December 1992).

#### Definitions

For the application of this contract, the following terms are defined:

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

**The policyholder:** the person who concludes the contract with the company.

**The insured:** any person whose liability is covered by the contract.

**Wronged Parties:** persons who have suffered damages giving rise to the application of the contract and their beneficiaries.

#### Named Vehicle:

- The motor vehicle described in the Special Terms; anything attached to it is considered to be part of the vehicle.
- The unattached trailer mentioned in the Special Terms.

**Claims:** Any event causing damage which may give rise to the application of the contract.

**Certificate of Insurance (green card):** the document as set out in Article 5 of the Royal Decree of 13 February 1991 on the application and enforcement of the law of 21 November 1989 on compulsory insurance for motor vehicle liability.

**Insurance Offer:** the form from the company to be completed by the policyholder for the purpose of enlightening the company as to the nature of the arrangement and all the facts and circumstances which the company considers to be factors in the assessment of the risk.

## Chapter I

### Purpose and Scope of the Insurance

#### Article 1

By this contract, in accordance with the law of 21 November 1989 and the following provisions,

the company covers the civil liability incurred by the insured following an accident caused in Belgium by the named vehicle. Cover is also provided in the case of a claim which occurs in a country of the European Union, in the principalities of Andorra and Monaco, the Vatican City, Iceland, Croatia, Liechtenstein, Norway, San Marino, Switzerland, Morocco, Tunisia, Turkey, as well as in any country which the King designates pursuant to Article 3, § 1 of the law of 21 November 1989.

If the accident occurs outside Belgian territory, the cover provided by the company is as stipulated by the legislation on statutory vehicle insurance of the state on whose territory the claim occurred. The application of such foreign law cannot, however, deprive the insured of the broadest cover granted by Belgian law.

In the event the claim occurs on the territory of a country which is not a Member State of the European Union, and for the part of the cover exceeding that imposed by law on statutory insurance of the country in which the claim occurred, the exceptions, nullity and loss of rights applicable to the insured enabling the insurer to refuse indemnification of the insured also result in the insurer's right to refuse to indemnify the wronged parties who are not nationals of a Member State of the European Union if such exceptions, nullity and loss of rights are caused by a factor which arose prior to the loss. The same exceptions, nullity and loss of rights may, under the same circumstances, result in the entire refusal of cover if the law of the country on whose territory the accident occurs does not stipulate that indemnification cannot be refused. Cover is provided for accidents on public highways or on public or private land.

#### Article 2

If, following an accident in one of the countries referred to in Article 1 other than Belgium, a foreign authority demands, in view of the protection of the rights of the wronged parties, that a sum be deposited in order to recover the named vehicle or for the release of the insured on bail, the company will advance the deposit

demand or will itself put up bail up to a total amount of 61,973.38 euros for the named vehicle and all the insured parties, plus the fees for constituting and recovering the deposit provided by the company.

If the deposit has been paid by the insured, the company will substitute it with its own deposit or, if this is not permitted, reimburse the insured for the entire deposit. Once the competent authority agrees to release the deposit paid or to lift the bail paid by the company, the insured should, at the request of the company, fulfil any formalities that may be required of him/her to obtain release or replevin. If the competent authority confiscates the amount paid by the company or assigns it in full or in part to the payment of a fine, criminal settlement or legal costs pertaining to criminal proceedings, the insured must reimburse the company on request.

#### Article 3

1. Civil Liability insurance is provided for:

- The policyholder
- The owner, any holder, any driver of the named vehicle and any person whom such vehicle is transporting
- The employer of the above-mentioned persons if they are exempt from all liability pursuant to Article 18 of the law of 3 July 1978 on employment contracts.

However, liability insurance is not provided for those who take control of the named vehicle by theft or violence or are in possession of the stolen named vehicle.

2. If the named vehicle tows, on an occasional basis, any motor vehicle in order to have it repaired, civil liability insurance is extended to any person who, in such a case, provides the chain, rope, cord, fixed bar or any accessories used for towing. Notwithstanding Article 8.1 cover is also extended to damage to the towed vehicle.

#### Article 4

1. The cover of this contract extends, without requiring any statements in this respect, to the civil liability of the policyholder, as well as

of his/her spouse and children, if they reside with him/her and have reached the legal age for driving motorised vehicles, in their capacity of driver or who have civil liability for the driver for the following vehicles:

- a. Motor vehicle belonging to a third party and intended for the same use as the named vehicle, if the motor vehicle replaces the named vehicle, which has become temporarily unfit for use for any reason whatsoever, for a maximum period of 30 days. The aforementioned period starts on the day when the named vehicle became unfit for use. Where the policyholder is a legal entity, the cover is acquired for the authorised driver of the named vehicle, as well as for his/her spouse and children, if they reside with him/her and have reached the legal age for driving a vehicle, in their capacity as driver or in their capacity as the person with civil liability for the driver.
- b. Motor vehicle belonging to a third party, which they drive occasionally, even when the named vehicle is in use. Where the policyholder is a legal entity, the cover is acquired for the authorised driver of the named vehicle whose identity is specified in the Special Terms, as well as for his/her spouse and children, if they reside with him/her and have reached the legal age for driving a motorised vehicle, in their capacity as driver or in their capacity as person with civil liability for the driver.

"Third parties" in the meaning of this Article is understood to be any person other than:

- The policyholder of this contract and, if the policyholder is a legal entity, the driver referred to under a or b
- His or her spouse
- Children residing with him/her
- The owner or holder of the named vehicle him/herself.

2. This extension of cover is restricted as follows:

- a. If the named vehicle is a two-wheeled or three-wheeled vehicle, the extension of cover can in no case refer to a vehicle of four or more wheels
- b. The extension of cover specified under

1.b. of this Article does not apply when the named vehicle is intended for the transport of persons against payment or when it is mainly equipped for the transport of goods or when the policyholder or the owner of the named vehicle is a company engaged in the construction, trade, rental, repair or storage of motor vehicles.

Where the named vehicle is the object of a hire, leasing or a similar contract, the extension of cover specified in 1.b. of the Article will be acquired for the policyholder, if the latter does not himself/herself perform the activities listed in 2.b. 1<sup>st</sup> subparagraph.

3. Insofar as the wronged parties have been compensated for their damage:
  - Either pursuant to an insurance contract covering civil liability required for the vehicle used
  - Or pursuant to another insurance policy taken out by the driver which covers his/her civil liability:
  - Where the insurer who has concluded one of the aforementioned contracts, seeks recourse against the insured in the cases specified in Article 25.3.c and 25.4 of this contract or in cases not specified therein, except if the insured has been informed of the possibility of recourse in advance
  - Where the policyholder of one of the aforementioned contracts sends a request for refund to the insured for the amount of the recourse sought in one of the cases listed above.
4. The cover of this contract also extends to the civil liability of the policyholder, as well as of his/her spouse and children residing with him/her, for damage cause by the stolen or lost vehicle which was replaced by the named vehicle, if:
  - a. The theft or loss was reported to the company within 72 hours from the day when the policyholder discovered the theft or loss
  - b. The stolen or lost vehicle was insured by the company.

#### Article 5

For claims stemming from physical injuries cover is unlimited. Nonetheless, as from the date of implementation of the royal decree as mentioned in Article 3, §2, second paragraph of the law of 21 November 1989 on the mandatory civil liability insurance relating to motor vehicles, as amended by the law of 12 January 2007 (Belgian Official Gazette of 7 March 2007), cover is limited to 100 million euros per claim or, to the amount mentioned in such royal decree if it is higher. In the case of material damage, cover is limited to 100 million euros per claim. Furthermore in the case of personal clothing and luggage, cover is limited to 2,500 euros per person transported.

#### Article 6

Notwithstanding Article 8.1. the company will pay the expenses actually incurred by the insured for the cleaning and restoration of the interior fittings of the named vehicle if such expenses result from the free transportation of persons injured following a road accident.

#### Article 7

The following are excluded from the right to compensation:

- a. The person liable for the claim, except where another party is liable  
The person exempt from all liability on the basis of Article 18 of the law of 3 July 1978 on labour contracts.
- b. The driver of the insured vehicle for material damage, when no physical injury was sustained.

He or she can either claim compensation for material damage, even if no physical injury was incurred, where the claim liability is based on a default of the insured vehicle.

#### Article 8

The insurance excludes:

1. Damage to the insured vehicle, subject to the provisions of Article 3.2, 2nd subparagraph
2. Damage to goods transported by the insured vehicle, subject to the provisions of Article 5.a
3. Damage not resulting from the use of the vehicle, but caused solely by goods

transported, or by the handling required for such transport

4. Damage arising during participation in authorised motor races or competitions, whether for speed, reliability or skill
5. Damage where indemnification is provided by the legislation pertaining to civil liability with regard to nuclear energy.

## Chapter II

### Description and Modification of the Risk - Statements of the Policyholder

#### Article 9

1. When concluding the contract, the policyholder is obliged to state precisely all the circumstances known to him/her and that he/she may reasonably be expected to consider as comprising risk assessment factors for the company. If he/she does not answer specific questions asked in writing by the company, for example questions in the insurance offer, and if the company nevertheless signs the contract, the company may not, save in the case of fraud, subsequently cite such omission. The same also applies if the company concludes the contract without the duly completed insurance offer.
2. If a deliberate omission or inaccuracy causes the company to make an error regarding the risk assessment factors, the contract is nullified. The premiums falling due up to the time the company becomes aware of the intentional omission or inaccuracy are payable to the company.
3. Where the omission or inaccuracy in the statement is not deliberate, the company must propose an amendment to the contract within a period of one month as from the date it becomes aware of the omission or inaccuracy, with effect from the day it became aware of the omission or inaccuracy.

If the contract amendment proposal is refused by the policyholder, or if at the end of a period of one month as from the receipt of such proposal the latter has not accepted the proposal, the company may terminate the contract within

fifteen days. Nevertheless, if the company provides proof that it would in no case have insured the risk, it may cancel the contract within a period of one month as from the date it became aware of the omission or inaccuracy.

#### Article 10

During the lifetime of the contract, the policyholder is obliged to declare, in accordance with the terms of Article 9.1, any new circumstance or change in circumstances of a nature to cause a significant and sustained increase in the risk of the occurrence of an insured event.

1. If the risk of an insured event occurring is increased to such an extent that, had the increased risk existed at the time of concluding the contract, the company would only have agreed on the insurance under other terms, the company must propose an amendment to the contract within a period of one month as from the date it becomes aware of the increased risk with effect backdated to the date of the increased risk. If the contract amendment proposal is refused by the policyholder, or if at the end of a period of one month as from the receipt of such proposal the latter has not accepted the proposal, the company may terminate the contract within fifteen days. If the company provides proof that it would in no case have insured the increased risk, it may terminate the contract within a period of one month as from the date it became aware of the increased risk.
2. If, during the lifetime of the contract, the risk of the insured event occurring is significantly reduced to such an extent that if the reduction had existed when the contract was concluded the company would have granted the insurance under other terms, it will agree to reduce the premium to the appropriate level as from the date it becomes aware of the reduced risk. If the contracting parties do not agree on the new premium within a period of one month as from the request made by the policyholder for a reduction, the policyholder may terminate the contract.

### Chapter III Payment of Premiums - Certificate of Insurance

#### Article 11

Once the contract cover is granted to the policyholder, the company will send him/her the certificate of insurance proving the existence of the contract. If such cover ceases for any reason, the policyholder must immediately return the certificate of insurance to the company.

#### Article 12

The premium, plus taxes and duties, is payable in advance on the due dates requested by the company or any other person appointed for such purpose in the Special Terms.

#### Article 13

In the event of failure to pay the premium when it falls due, the company may suspend the contract cover or terminate the contract provided the policyholder has been notified, either in a writ or in a letter sent by registered post.

The suspension of cover or termination becomes effective at the end of a period of 15 days as from the day following notification or the deposit of the registered letter at the post office. If cover is suspended, the payment by the policyholder of the premiums due, plus interest, if any, as specified in the last notice or court order, will end the suspension.

Where the company suspends its obligation of cover, it may still cancel the contract if it reserves such right in the notification referred to in the first subparagraph. In such case, the termination takes effect, at the earliest, after a period of 15 days as from the first day of suspension. If the company has not exercised this option, termination will occur after a new notification has been sent, in accordance with paragraphs 1 and 2. The suspension of cover does not affect the right of the company to demand the premiums due after the due date, provided the policyholder has been informed in accordance with paragraph 1. The company's rights are, however, limited to the premiums relating to two consecutive years.

### Chapter IV Correspondence and Notifications

#### Article 14

Correspondence with and notifications to the company must be made to the company or to any other person appointed for such purpose in the Special Terms. Correspondence with and notifications to the policyholder must be made to the last address known by the company.

### Chapter V Amendments to the Insurance Terms and Conditions and Charges

#### Article 15

Where the company changes the insurance conditions and its charges or only its charges, it may change the contract on the following annual renewal date. It will notify the policyholder of the amendment. Following receipt of such notification the insured can terminate the contract. If such a notification is given four months before the annual expiry date of the contract or longer, the contract must be terminated within 30 days of notification. Termination will in this case come into effect on the annual expiry date. Where such a notification is given less than 4 months before the annual expiry date of the contract, the contract must be terminated within 3 months from the date of notification. Termination will in this case come into effect 1 month after notification thereof, the earliest date being the annual expiry date.

The termination option referred to in the above paragraphs is not applicable if the change to the charges or insurance terms is caused by a general change imposed by the competent authorities and which, in its application, is uniform for all companies. The provisions of this Article do not affect Article 26.

### Chapter VI Accidents and Legal Actions

#### Article 16

Any accident should be reported in writing immediately, and at the latest 8 days after its occurrence, to the company or any other person designated for such purpose in the Special Terms. Such obligation is incumbent on all insured whose liability may be incurred. The accident statement should indicate, insofar as possible, the causes, circumstances and probable consequences of the accident, the surnames, first names and addresses of witnesses and wronged parties.

The policyholder and the other insured will, without delay, provide the company or any other person designated for such purpose in the Special Terms with any information and relevant documents requested by them. The statement will be made, insofar as possible, on the form provided by the company to the policyholder.

#### Article 17

The insured will transmit any summonses, subpoenas and generally any legal or extrajudicial communications to the company or any other person designated for such purpose in the Special Terms, within 48 hours of their presentation or notification.

#### Article 18

Once the company is bound to provide its cover and insofar as it is called on, it is obliged to take up the cause of the insured within the limits of the cover provided. With regard to third-party interests, and insofar as the interests of the company and the insured coincide, the company has the right to oppose the claim made by the wronged party instead of the insured. The company may compensate the latter where appropriate. Such action by the company implies no acknowledgement of liability for the insured and may not cause him/her prejudice. The decision as to final compensation or refusal to pay compensation is sent to the policyholder in accordance with the provisions and within the terms stipulated by the applicable legislation. The company paying the compensation is

subrogated in the rights and duties which may concern the insured.

#### Article 19

Any acknowledgement of liability, settlement, setting of damages, promise of indemnification or payment made by the insured without written authorisation from the company cannot be opposed by him/her. Acknowledgement of the reality of an act or the payment by the insured of the initial financial assistance and medical care may not constitute a reason for refusal of cover by the company.

#### Article 20

Up to the limit of the cover, the company will pay the compensation in principal due. The company will pay, even beyond the limits of the cover, the interest related to compensation in principal due, the fees pertaining to the civil actions as well as the fees and expenses of the lawyers and experts, but only insofar as such expenses have been presented by it or with its consent or, in the event of a conflict of interests which is not attributable to the insured, provided such expenses have not been incurred unreasonably.

#### Article 21

If a claim gives rise to criminal proceedings against the insured, even if the civil interests have not been resolved, the insured may freely choose his/her means of defence at his/her own expense. The company must restrict itself to determining the means of defence in relation to the extent of liability of the insured and the extent of the amounts claimed by the wronged party, without prejudice to Article 18 with regard to civil interests. The insured must appear in person when required by the proceedings.

#### Article 22

In the event of a criminal conviction, the company may not prevent the insured from exhausting at his/her own expense all the various jurisdictional stages, as the company is not entitled to intervene in the choice of appeal methods in criminal matters. It has the right to pay the indemnities when it considers this appropriate. If the company voluntarily

intervenes, it must notify the insured, in good time, of any appeal it may formulate against the judicial decision as to the extent of the liability of the insured; the latter will decide at his/her own risk to pursue or otherwise the appeal formulated by the company.

#### Article 23

Neither the sums paid immediately at the time of the ascertainment of breaches of the road traffic police regulations, nor settlements with the Public Prosecutor, fines or additional charges or legal expenses related to criminal proceedings will not be borne by the company.

### Chapter VII

#### The Company's Right to Seek Recourse

#### Article 24

If the company is held liable towards the wronged parties, it has, irrespective of any other duty that it may have, a right to seek recourse in the cases and against any persons referred to in Article 25. Such recourse relates to the compensation, for which the company is liable to pay the principal as well as the legal expenses and interest. It will be exercised in full if the above-mentioned sums do not exceed the overall total of 10,411.53 euros. However, it will only be exercised up to the level of half the above-mentioned sums if they exceed 10,411.53 euros with a minimum of 10,411.53 euros and a maximum of 30,986.69 euros.

#### Article 25

1. The company has a right to seek recourse against the policyholder:
  - a. In the event of suspension of the contract cover because of non-payment of the premium
  - b. In the event of the deliberate omission or inaccuracy in the risk statement both on the conclusion and during the contract. Such right to seek recourse will be exercised in full and is not subject to the limits set out in Article 24.
  - c. In the event of unintentional omission or inaccuracy in the risk statement, both on

the conclusion and during the contract, which may be the fault of the policyholder. The total action is limited to 247.89 euros (not indexed). The right to seek recourse will not be exercised where the contract is subject to an amendment, in accordance with Articles 9 and 10.

2. The company has a right to seek recourse against the insured who caused the accident if:
  - a. He/she caused the accident intentionally. Such right to seek recourse will be exercised in full and is not subject to the limits set out in Article 24.
  - b. He/she caused the accident as a result of one of the following serious offences: driving in an intoxicated or similar state resulting from the use of substances other than alcoholic beverages.
  - c. The vehicle was used following an abuse of trust, fraud or hijacking. Such right to take action will only be exercised against the perpetrator of the offence or his/her accomplice.
3. The company has a right to seek recourse against the policyholder and the insured other than the policyholder, if any:
  - a. Where the accident occurred during participation in authorised motor races or competitions, whether for speed, reliability or skill.
  - b. Where, at the time of the accident, the vehicle was being driven by a person who does not satisfy the provisions stipulated by the law and Belgian regulations to be permitted to drive the vehicle, for example by a person who is under the minimum required age, a person who does not hold a driving licence or by a person banned from driving. The right to seek recourse is not applied, however, if the vehicle was being driven abroad and person driving the vehicle respected the provisions stipulated by the law and local regulations to be permitted to drive the vehicle and had not been banned in Belgium, in which case the right of recourse is maintained.
  - c. Where the named vehicle was subject to Belgian technical inspection regulations

for any accident which occurred while the vehicle did not or no longer had a valid inspection certificate, except in the course of a normal journey to have the vehicle inspected, or after delivery of a certificate containing the wording "interdit à la circulation" or "verboden tot het verkeer" (not roadworthy), on the normal journey between the inspection organisation and his/her domicile and/or the repairer, as well as on the normal journey to present the vehicle, after being repaired, to the inspection organisation. The right of recourse will not be exercised however, if the insured substantiates the absence of a causal relationship between the vehicle and the accident.

- d. Where the accident occurred while the number of persons transported exceeded that authorised pursuant to the statutory or contractual provisions or if the total number of persons breached the statutory or contractual provisions. If the number of persons transported exceeded the statutory or contractual maximum authorised, the size of the claim is proportional to the excess number of persons transported, in terms of the total number of persons actually transported, without prejudice to Article 24. To calculate the number of persons transported, children under four are not counted and children aged between four and fifteen are considered as occupying two thirds of a place. The result is rounded up to the next whole number. When transporting persons outside the statutory or contractual provisions, the right of recourse is exercised for all compensation paid to the transported persons, without prejudice to Article 24.

However, a claim cannot be made against an insured who has established that the breach or the factors generating the recourse can be ascribed to an insured other than him/herself and took place against his/her instructions or without his/her knowledge.

4. The company has a right of recourse against the person causing the accident or who is civilly liable for it if the contract is only effective in favour of the wronged parties in the cases stipulated in Article 33.
5. The company has a right to take action against an insured who has not respected the obligations listed in Article 19. In any event, recourse will only be sought if and insofar as the company has suffered a loss, without prejudice to the application of Article 24.
6. The company has a right of recourse against an insured who has failed to accomplish an action within a deadline specified by the contract. Such right to recourse may not be exercised if the insured establishes that he/she completed the action as quickly as he/she was reasonably able to. Whatever the case, recourse will only be sought if and insofar as the company has suffered a loss due to such omission, without prejudice to the application of Article 24.

### Chapter VIII

#### Term - Renewal - Suspension - End of Contract

#### Article 26

The term of the contract is one year. At the end of such insurance period, the contract is tacitly renewed on a year-to-year basis, unless it is cancelled by one of the parties at least three months before the expiry of the current period.

#### Article 27

The company may terminate the contract:

1. At the end of each insurance period, in accordance with Article 26.
2. In the event of deliberate omission or inaccuracy in the risk statement during the lifetime of the contract.
3. In the event of unintentional omission or inaccuracy in the risk statement when the contract is concluded, in accordance with the terms stipulated in Article 9 and, in the case of an increased risk, in accordance with the terms stipulated in Article 10.
4. In the event of non-payment of the premium, in accordance with Article 13.



5. If, after the vehicle has had a technical inspection it has not or no longer has a valid inspection certificate, or if the vehicle does not comply with the General technical regulations for motor vehicles (Règlements généraux techniques des véhicules automoteurs / Algemene Reglementen op de technische eisen van de motorrijtuigen);
6. After each statement of claim, but at the latest one month after payment of or refusal to pay the compensation. The company may only terminate the contract after a claim if it has paid or will have to pay compensation in favour of the wronged parties, except for payments made under Article 29bis of the law of 21 November 1989 on obligatory liability insurance in the matter of motor vehicles (vulnerable road users).
7. In the event of the publication of new legal provisions which may affect the civil liability of the insured or the insurance of such liability, but at the latest 6 months after they become effective.
8. In the event of suspension of the contract as stipulated in Article 30.
9. In the event of the bankruptcy, insolvency or death of the policyholder, in accordance with Articles 31 and 32.

#### Article 28

The policyholder may terminate the contract:

1. At the end of each insurance period in accordance with Article 26.
2. After each statement of claim, but at the latest 1 month after notification by the company of payment of or refusal to pay the compensation.
3. In the event of changes to the insurance terms and charges or just the charges, in accordance with Article 15.
4. In the event of bankruptcy, composition or withdrawal of the company's accreditation.
5. In the event of a risk reduction, as stipulated in Article 10.
6. If between its conclusion date and the date it becomes effective, a period in excess of 1 year has passed. Such termination must be notified at least 3 months prior to the date on which the contract becomes effective.

7. In the event of suspension of the contract, as stipulated in Article 30.  
If the contract originated by means of a remote sale (e.g. over the internet or over the phone), the policyholder may terminate the contract within a reflection period of 14 days dating from receipt by the policyholder of the full contractual terms and conditions.

#### Article 29

Termination will be made by writ, registered letter or by delivery of the letter of termination against acknowledgement of receipt. Save for the cases referred to in Articles 13, 15, 26 and, with regard to termination after a claim, termination will only become effective after a period of 1 month as from the day after the notification or the date of acknowledgement or, in the case of a registered letter, as from the day after it was deposited at the post office. If the policyholder makes use of the right to termination within the reflection period arising from a remote sale, then termination will enter into force at the time of notification by the policyholder. That proportion of the premium relating to the period after the date on which termination came into force will be refunded by the insurer.

Termination following a claim takes effect three months after the day following the date of notification. However, termination by the insurer may take effect 1 month after its date of notification provided the following conditions have been fulfilled:

- The policyholder, the insured or the beneficiary has not fulfilled one of his/her obligations resulting from the claim (e.g. the reporting of the exact circumstances of the accident). Failure to fulfil such obligations was with a view to deceiving the insurer.
- The insurer has instituted a civil action against one of these parties before an examining magistrate or has served a summons before a tribunal with jurisdiction on the basis of the following offences:
  1. forgery
  2. fraud and deceit
  3. criminal arson.

The insurer must compensate for the loss arising from such termination if he/she renounces his/her claim or if the proceedings result in dismissal of the charges or in acquittal. The fraction of the premium corresponding to the period after the effective termination date will be refunded by the company.

#### Article 30

In the event of a claim on the ownership or rental of the named vehicle, the contract is suspended on the sole basis of the vehicle being recovered by the petitioning authorities.

#### Article 31

In the event of the bankruptcy of the policyholder, the contract remains to the benefit of the body of creditors who become debtors to the company for the amount of the premium owed as from the statement of bankruptcy. The company and the trustee in bankruptcy, nevertheless, have the right to terminate the contract. However, the contract may not be terminated by the company for at least 3 months as from the declaration of the bankruptcy. Whereas the trustee in bankruptcy may only terminate the contract within 3 months following the declaration of bankruptcy.

#### Article 32

In the event of the death of the policyholder, the contract is maintained to the benefit of the heirs, who remain bound to pay the premiums, without prejudice to the company's right to terminate the contract, in accordance with the procedures described in Article 29, first paragraph, within 3 months as from the date it became aware of the death. The heirs may terminate the contract, in accordance with the procedures described in Article 29, paragraph 1, within 3 months and 40 days of the death.

If the named vehicle is assigned as being the rightful property of one of the heirs or a legatee of the policyholder, the contract is maintained to the benefit of the latter. Such heir or legatee may, however, terminate the contract within one month of the day on which the vehicle is assigned to him/her.

#### Article 33

In the event of transfer of ownership of the named vehicle, the following provisions apply:

##### 1. With regard to the new vehicle

Cover remains for the insured:

- For 16 days as of the transfer of ownership of the named vehicle, without any formalities being required if the new vehicle is used, even illicitly, with the license plate from the transferred vehicle
- On expiry of the above-mentioned 16-day period, provided, however, the company has been notified of the replacement within this period. In this case, the contract continues according to the insurance terms and conditions as well as the charges applied by the company on the last premium due date. If, at the end of the above-mentioned 16-day period, the transferred vehicle has not been replaced or if the company has not been informed of such replacement, the contract is suspended and the provisions of Article 34 will apply. This suspension of the contract can be used to justify refusal to pay compensation to the wronged party. The premium due remains the property of the company, proportionally, until the company is informed of the transfer of ownership.

##### 2. Transferred vehicle other than a moped

For 16 days as from the transfer of ownership and provided no other insurance covers the same risks, cover:

- Remains for the policyholder, his/her spouse and children residing with him/her and who are legally old enough to drive, if the transferred vehicle is used, even illicitly, with the license plate it had before the transfer.
- Is no longer effective, except with regard to the wronged party solely, if the damage is caused by an insured other than as listed above, and if the transferred vehicle is used, even illicitly, with the license plate it had before the transfer.

At the end of the above-mentioned 16-day period, cover will end except if the benefit of the contract has been transferred, with the written contract of the company, to the new owner.

Such transfer of cover can be used to justify refusal of compensation to the wronged party.

### 3. Mopeds

In addition to Article 33.1. cover is provided, but only for the wronged party and provided no other insurance covers the same risk, for damage caused by any moped, with a provincial license plate, with the authorisation of its owner, issued with insurance certification from the company, provided the event which generated the claim occurred before this license plate's annual validity expires. The contract may not be transferred to the new owner of the transferred moped without the written consent of the company.

### 4. Rental contract on the named vehicle

The rules stipulated in Article 33.1., 2. and 3 also apply to the transfer of the policyholder's rights on the named vehicle, which he/she received in execution of a rental or other similar contract, in particular a lease contract.

### Article 34

In the event of suspension of the contract, the policyholder who brings the named vehicle or any other vehicle into circulation must inform the company. The contract will be reinstated under the insurance terms and charges applicable on the last due date of the annual premium.

If the contract is not reinstated, it will end on the next annual premium payment date. However, if the suspension of the contract takes effect within 3 months prior to the annual premium payment date, the contract will end on the following annual premium payment date.

The fraction of the premium not absorbed is reimbursed at the end of the contract. If the contract ends before the cover has run for one full year, the reimbursement will be reduced by the difference between the annual premium and the premium calculated at the rate for contracts of less than one year. The policyholder is still entitled to request in writing that the contract not be terminated.

### Article 35

If for any reason, other than those listed above, the risk were removed, the policyholder must inform the company without delay; otherwise the premium paid remains the possession of the company, or due, proportionally, up to the time that such notification is effectively given.

## Chapter IX

### Setting of the premium

#### Article 36

##### 1. Factors influencing the setting of the premium:

- a. Personal details relating to the policyholder and/or the main driver, such as age and home address, housing conditions
- b. Technical details, use and annual mileage of the insured vehicle
- c. Claims history
- d. Changes affecting prices and the cost of claims
- e. Number of claim-free years applicable with the company.

##### 2. Explanation of claim-free years applicable with the company

###### a. Entry mechanism

Grading is based on the claims history of both the policyholder and the main driver.

###### b. Observed insurance period

The observed insurance period ends each year at the latest on the 15<sup>th</sup> of the month preceding the month in which the annual premium falls due. If this period is, for whatever reason, shorter than 9-and-a-half months, then it will be added to the subsequent observation period.

###### c. Calculation method

For every observed insurance period, the number of claim-free years is unconditionally increased by one year. For every claim per observed insurance period, the number of claim-free years is reduced by 5 years for each claim on the next due date of the annual premium.

The term 'claim' is understood to mean:

- An at fault claim under basic civil liability insurance: A claim whereby the com-

pany, pursuant to Article 37, is obliged to pay damages only if the insured is liable for the claim; or

- A claim under the partial option Own Damage which entails non-recoverable expenses on the part of the company.
- A claim whereby the insurer is obliged to pay damages both for the insured vehicle as well as the wronged parties is considered to be one claim.

##### d. Change in premium

The Special Terms describe the impact on the premium for basic civil liability cover according to the calculation method described above.

##### e. Improvement in the number of claim-free years

If it transpires that a policyholder's number of claim-free years has been wrongly calculated or has changed, then the correct number of claim-free years will be calculated and any ensuing changes in the premium will either be refunded to the policyholder or payment from the policyholder will be requested by the company. If an improvement in the number of claim-free years is calculated more than one year after the wrong number of claim-free years was allocated, then statutory interest will be added to the amount refunded by the company. Such interest will accrue from the time that the wrong number of claim-free years was allocated.

##### f. Change of vehicle

A change of vehicle has no effect on the number of claim-free years.

##### g. Re-entering into force

If a suspended contract is re-instated, then the number of claim-free years existing at the time of suspension will continue to apply.

##### h. Change of company

If the policyholder was insured by another insurer prior to concluding a contract with the company with application of a no-claims bonus system (bonus-malus system), then the policyholder is obliged to inform the company of any claims which

occurred in the period between delivery by the other insurer of the No-Claims Certificate and inception of the new contract.

##### i. Contract concluded in another country of the European Economic Area

If the policyholder has entered into a contract during the last 5 years in accordance with the legislation of another member state of the European Union, then the number of claim-free years will be calculated by taking into account the number of claims per insurance year for which the foreign insurer had or has to pay compensation for the benefit of wronged parties during the last 5 insurance years preceding the inception date of the contract. The policyholder must submit the relevant evidence.

## Chapter X

### Indemnification of Certain Road Accident Victims

#### Article 37

1. With the exception of material damage, any damages resulting from personal injury or death caused to any road accident victim or their beneficiaries, in which the insured motor vehicle is involved, are compensated by the company in accordance with Articles 29bis of the law of 21 November 1989 and 2 of the law of 21 January 2001 on the scheme for the automatic compensation on behalf of vulnerable road users and passengers of motor vehicles. Damage caused to clothing will also be reimbursed, in accordance with the said Articles. Damage caused to functional prostheses is considered as personal injury. Aids used by a victim to make up for physical defects will be considered as functional prostheses. Victims older than 14 who wanted the accident to happen and aimed at its consequences may not call on the provisions of the first paragraph. This compensation obligation is fulfilled in accordance with the legal provisions pertaining to liability insurance in general, and liability insurance for motor

vehicles in particular, provided this chapter does not derogate therefrom.

2. The driver of a motor vehicle and his/her beneficiaries may not benefit from the provisions of this chapter, except if the driver acts in the capacity of a claimant of a victim who was not the driver and provided he/she did not cause the damage intentionally.
3. For the application of the this chapter, a motor vehicle is considered as being any motor vehicle excluding motor driven wheelchairs likely to be used by a disabled person.
4. All the chapters of the contract apply, with the exception of Articles 1 to 3 and 5 to 8 of chapter (Purpose and Scope of the Insurance). As regards chapter VII (The Company's Right to Seek Recourse), the company has a right to seek recourse in the cases stipulated in Articles 25.1.a., 25.3.b and, with regard to compensation paid to transported persons, Article 25.3.d. It also has the right of recourse in all the other cases stipulated in Article 25, but only if it can substantiate, on the basis of the civil liability rules, the liability of an insured with regard to such liability. For the application of the provisions of Section IX (Premium Setting), the payment made pursuant to Article 37.1 is not considered as an accident giving rise to an increase of the premium if, on the basis of the civil liability rules, no insured is liable. It is incumbent on the company to provide proof of the liability of the insured.
5. For the application of this chapter and notwithstanding Article 16, paragraph 1, the obligation to declare the accident is incumbent on the policyholder, even if he/she may not be liable, provided he/she is aware of the occurrence of the accident.

## Chapter XI Claims certificate

### Article 38

Within 15 days following termination of the contract or within 15 days after each request from the policyholder, the company will deliver a claims certificate in accordance with the Royal Decree of 16 January 2002.

## Chapter XII Terrorism

### Article 39

#### Definition 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.

### Article 40

#### Membership

NN Non-Life Insurance nv covers damage caused by terrorism. To that end, NN Non-Life Insurance nv is a member of vzw TRIP (Terrorism Reinsurance and Insurance Pool). In accordance with the law of 1 April 2007 on insurance against the damage caused by terrorism which came into force on 1 May 2008, the execution of all commitments of all insurance companies which are members of vzw TRIP is limited to one billion euros per calendar year for the damage caused by any event recognised as a terrorist attack during that calendar year. Such amount will be adjusted on 1 January each year depending on the change in the consumer price index with the index for December 2005 as a base. If this basic amount is changed as a result of changes in the law or regulations, the new amount will automatically apply from the first renewal date following the change unless another transitional arrangement is expressly required by law.

### Article 41

#### Payment rule

In accordance with the aforementioned law of 1 April 2007, the Committee will decide whether an event satisfies the definition of terrorism. To ensure that the amount mentioned in this article is not exceeded, the Committee will decide, by the latest 6 months after the event, on the percentage of the compensation to be

paid out by NN Non-Life Insurance nv following the event. The Committee can review such percentage. By the latest on 31 December of the third year following the year of the event, the Committee will take a final decision with regard to the percentage of compensation to be paid out.

The insured or the beneficiary (ies) can only claim compensation from NN Non-Life Insurance nv after the Committee has fixed the percentage. NN Non-Life Insurance nv will pay out the insured amount in accordance with the percentage fixed by the Committee.

In derogation from the above, if another percentage is stipulated by royal decree, NN Non-Life Insurance nv will pay out such other percentage. If the Committee lowers the percentage, the lower compensation amount will not apply for compensation already paid out, nor for any compensation decisions which NN Non-Life Insurance nv has already notified to the insured or beneficiary(ies).

If the Committee increases the percentage, the higher amount of compensation will apply for all claims filed following the event recognised as terrorism.

### Article 42

#### Exclusion

NN Non-Life Insurance nv never covers claims resulting from weapons or devices which are designed to explode through structural changes to atoms.

## Chapter XIII Legal Framework

This insurance contract falls within the scope of the Insurance Contracts law of 4 April 2014, and the legislation and Royal Decrees relating to insurance contracts.

This insurance contract also comes within the scope of the national and international regulations with regard to the (prohibition of) provision of financial services. This legislation prohibits us from signing a contract with or benefiting

(legal) persons that appear on national and/or international lists (sanctions lists) due to their involvement in terrorism, money laundering practices or related crimes. We check this regularly. If, within 10 days of signing the insurance contract, it comes to our attention that you (the policyholder) appear on a list of persons subject to sanctions, then no valid insurance has been established. If you appear on a list of persons subject to sanctions as a policyholder, insured person or third party during the period of the insurance contract, then no assistance or any other services will be provided in case of an event of loss or damage. We explain these laws in the simplest possible terms. If anything in the insurance contract is inconsistent with these aforementioned laws, these laws prevail.

## B. Additional basic options

Additional basic cover is only provided if the policyholder has taken out the Civil Liability insurance + Comprehensive cover or the Civil Liability insurance + Limited Comprehensive cover and where expressly stated in the Special Terms.

### What is Additional Basic Cover?

#### 1. Common provisions

These provisions apply to both the additional basic Comprehensive cover and the additional basic Limited Comprehensive cover

#### 2. What is insured with Limited Comprehensive cover?

The partial options which jointly comprise the Limited Comprehensive cover are listed here. Each aspect of the option is described separately under 4 "Description of the Additional Basic Options".

#### 3. What is insured with the Comprehensive insurance?

The partial options which jointly comprise the Comprehensive cover are listed here. Each aspect of the option is described separately under 4 "Description of the Additional Basic Options".

#### 4. Description of the Partial Options

A complete description of the partial options and

exclusions is provided for each of the insurance claims listed in this chapter.

## 1. Joint provisions

### Article 1

**These additional basic options are governed by:**

The terms listed in section II (Description and Modification of Risk - Statements by the Policyholder), section III (Payment of Premiums - Certificate of Insurance) and in Articles 14, 15, 16, 27, 28, 30, 31, 35 and 36 of the basic cover Civil Liability.

### Article 2

**Where is the insurance valid?**

The additional basic options are provided for the countries listed on the green card of the insured vehicle or in the countries listed in Article 1 of the basic cover Civil Liability.

### Article 3

**Definitions**

1. The insured: any legal entity or private individual who is covered by the insurance against loss of property.
2. The beneficiary: the owner of the vehicle.
3. The insured vehicle: the named vehicle in the Special Terms including all declared accessories. If the vehicle named in the Special Terms is temporarily unusable, a temporary vehicle will be used as a replacement for an agreed maximum period of 30 days and with the prior contract of the company. Compensation for a temporary replacement vehicle is determined for its real value as described in Article 3.8.b. and is limited to the value before the claim of the vehicle named in the Special Terms at the time of the claim. Such cover does not apply if the replacement vehicle is driven by a person other than the policyholder, the main driver or persons residing at their home.
4. Accessories: equipment that is not standard provided by the manufacturer and which forms an integral part of the vehicle described in the Special Terms. The equipment is permanently installed and cannot be used independently from the vehicle.

## 5. Value to be Declared

- a. The list price of the vehicle described in the Special Terms at the time of first registration; including the standard equipment delivered by the manufacturer. VAT and TMC (taxe de mise en circulation/ belasting op de inverkeerstelling) are not included and any discounts granted are not taken into account.
  - b. The list price of accessories provided the total amount of the accessories to be insured exceeds a list value of 1,500 euros (VAT excluded and without taking into account any discounts granted). Accessories are insured for free up to a total amount of 1,500 euros. Such free cover also includes accessories fitted after concluding this contract.
  - c. The list price of the installation of an anti-theft device does not have to be declared, as it is insured free of charge.
6. **Underinsurance:** a vehicle is underinsured if the total value declared under Article 3.5.a. is less than the value to be declared. Underinsurance leads to application of the proportionality rule.
7. **Proportionality rule:** the reduction of compensation is proportional to the difference between the value which should have been declared and the actual declared value. This rule applies in the case of underinsurance.
8. **Value Before Claim:** this is the basis of calculation of compensation in the event the insured vehicle is a write-off or in the event of destruction of accessories. The value before claim is calculated as follows:
- a. **Agreed value**  
If the accident occurs before the 61<sup>st</sup> month after registration of the vehicle, the value before the claim is defined on the basis of the agreed value of the insured vehicle. The agreed value is the declared value of the insured vehicle, taking account of the following depreciation:
    - During the first 24 months following registration of the vehicle no depreciation is applied
    - After the 24th month, a depreciation

of 1.1% a month is applied as from the 13th month after the first registration and until the date of the claim. The depreciation applied to accessories, whether or not purchased simultaneously with the motor vehicle described, is identical to that applied to the motor vehicle itself.

For vehicles that have circulated with a commercial plate, (dealers or test drive plates) before their first registration, such as showroom demonstration vehicles, the reduction is applied as of the 7<sup>th</sup> month following the first registration until the day of the accident.

## b. Actual value

If the accident occurs as of the 61<sup>st</sup> month after the first registration of the vehicle, the value before the accident is defined on the basis of the actual value of the insured vehicle including the accessories. This is the value (exclusive of VAT) of the insured vehicle on the day of the claim, as determined by the expert(s), with a maximum of the declared value. If the value before the claim of the insured vehicle calculated according to Article 3.8.a. is less than the value before the claim calculated according to Article 3.8.b., the latter will be used to calculate the compensation.

## 9. Calculation of compensation

### a. Compensation in the event of partial damage

The company will pay the repair costs, plus the non-recoverable VAT owed. In the event of underinsurance, the proportionality rule will be applied. The excess, as specified in the Special Terms, will then be deducted from such amount.

### b. Compensation in the event of write-off

In the case of a write-off, the company will pay the value before the claim as described in Article 3.8. If the value is determined according to Article 3.8.a. the repair costs (excluding tax) of pre-existing non-repaired damage is deducted from the compensation

amount for the insured vehicle. The amount obtained is paid, plus:

- The VAT on such amount, calculated according to the applicable system the time of the purchase of the insured vehicle, insofar as it is not recoverable. The VAT amount can never exceed the VAT paid upon purchase, as stated on the purchase invoice of the motor vehicle described or any accessories. If the vehicle was purchased subject to the application of the tax system on the profit margin, the VAT paid upon purchase will be set according to the standard at 3.15%, this being 21% when applied to a profit margin of 15%.
- The compensation for the TMC paid on the purchase of the insured vehicle, calculated according to the formula:

$$\frac{\text{TMC on purchase} \times \text{value before claim}}{\text{value to be declared}}$$

The proportionality rule is applied in the case of underinsurance.

Such amount is reduced by:

- The write-off value, if the insured does not refuse the proceeds from the sale, in favour of the company
- The excess.

### What is a write-off?

**Technical write-off:**

When the damage repairs cannot be technically justified (total technical loss).

Economic write-off: when the repair costs, excluding VAT, exceed the actual value before the accident involving the insured vehicle excluding tax, minus the write off value (total economic loss).

**The 2/3 rule:**

The insured is also entitled to have the vehicle written off if the repair costs are higher than **2/3rds of the actual value of the vehicle.**

In the case of theft:

- If the stolen vehicle is not recovered within 15 days
- If the stolen vehicle is recovered within

15 days but is not made available to the policyholder insured in Belgium within 30 days.

Such deadlines start as of the day of receipt of the theft report by the company and the competent authorities. Being “made available” means the release by the authorities of the stolen vehicle.

#### Article 4

##### What are cover extensions?

In the case of a covered claim:

1. The company will further compensate for:
  - The costs linked to the replacement of an existing license plate
  - Up to a maximum of 1,500 euros excluding tax for the total of the following extensions:
  - Breakdown and repatriation costs of the vehicle provided it is not roadworthy
  - Temporary storage for a maximum period of 30 days
  - Vehicle stripping down costs if deemed necessary by the expert
  - Quotation costs after stripping down
  - Costs claimed for the automobile inspection if the insured vehicle has to be submitted for inspection after repair.
2. Urgent repairs  
If the insured vehicle requires urgent repairs, the insured is authorised to have them performed without prior authorisation from the company provided the total repairs excluding tax do not exceed 1,500 euros and the expenses are justified by an invoice.
3. Costs reasonably incurred with regard to avoiding an imminent accident or to limit the consequences, such as extinction or rescue costs. The company will also indemnify the cleaning and repair costs of the interior fittings of the vehicle as well as the clothing of any occupants, including the driver, if such costs were incurred during the occasional and free transportation of persons needing urgent medical aid.

#### Article 5

##### What is not insured?

Insurance cover is not provided:

1. In the event of suspension of the contracted cover due to non-payment of the insurance premium
2. In the case of non-disclosure or deliberately inaccurate information concerning the risk at the time of subscription or during the lifetime of the contract.  
In the event of the policyholder's unintentional omission or the unintentional provision of false details concerning the risk, at the time of the subscription or during the lifetime of the contract and that he/she can be reproached with, the total cover will be limited according to the ratio between the paid premium and the premium the policyholder should have paid if he/she had duly declared the risk.  
If, at the time of a claim, the company proves that it would not have provided insurance in any case, the cover will be restricted to the reimbursement of the paid premiums.
3. If the accident was caused deliberately by the policyholder, the owner, possessor, driver, a person being transported or a member of their family.
4. If the accident resulted from any of the following serious offences:
  - Driving in a state of alcohol intoxication over the legal limit
  - Driving in an intoxicated state or in any similar condition as a result of the consumption of substances other than alcoholic beverages
    - Obvious poor maintenance or failure to duly replace essential parts.
5. If, at the time of accident, the insured vehicle, although subject to Belgian regulations as regards technical inspection, did not or no longer had a valid inspection certificate, except if the accident occurred while complying normally with this inspection, or after the issuing of a certificate containing the wording not roadworthy (interdit à la circulation/verboden tot het verkeer), returning home it was and/or to the repairer or, after repairs, it was returning to be examined by the inspection body.
6. If the accident occurred while the insured was participating in races, competitions of speed, endurance and skill or during the training

for such competitions. Tourist trips alone will not be considered within the context of this exclusion.

7. If the accident occurred on the occasion of bets or challenges.
8. If, at the time of the accident, the vehicle was being driven by a person not satisfying the conditions prescribed by Belgian law and regulations for being allowed to drive such vehicle.
9. If the accident resulted from war, civil war or similar events. If such events occur abroad and if the vehicle itself is situated there when such events begin, cover will continue to be provided for a maximum period of 15 days.
10. 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.
11. If the accident was due to causes of a radioactive nature.
12. If the vehicle was rented or subject to a lease contract to persons who are not named in the insurance contract.
13. If the vehicle had been requisitioned.
14. 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.  
In the cases set out in Articles 5.3, 4, 6, 7, and 8, the cover, nevertheless, continues to be provided for the policyholder:
  - Provided the policyholder is a private individual: if the events occurred in the absence and without the knowledge of the policyholder, the main driver of the insured vehicle or members of their family currently residing with them.
  - Provided the policyholder is a legal entity: if

the events occurred in its absence or without its knowledge for:

- Partners, managers, directors or auditors of the policyholder.
  - The main driver of the insured vehicle or members of his/her family currently residing with him/her.
15. For repayment of an application to replace an ordinary license plate with a personalised license plate.

#### Article 6

##### Is there subrogation?

Subrogation means that the company, once it has paid out compensation, is subrogated up to the amount of such compensation, in the rights and legal actions of the insured or the beneficiary against the third-party liable for the damage.

However, no payment can be demanded from the policyholder, owner, holder or authorised driver of the vehicle, parents or immediate relatives or persons residing with the driver or his/her domestic staff, except in the cases stipulated in Articles 5.3, 4, 6, 7 and 8 and provided liability is effectively covered by an insurance contract.

This waiver of the right to recourse may not be invoked by garage owners, breakdown services or repairers to which the vehicle was entrusted for any reason.

#### Article 7

##### How is damage assessed?

In the event of a covered claim, the company will assess the damages with the aid of an expert. In the event of a broken windscreen, the damage must be assessed by an expert, except if the repair/replacement is carried out by a specialist firm approved by the company. In the event of disagreement with regard to the total sum of the damage, such sum will be determined jointly by two separate experts, appointed by the policyholder and by the company respectively. If the experts do not agree, they will appoint a third expert. If the two experts cannot agree as to the choice of the third expert, the decision will be taken by

a court at the domicile of the policyholder, at the request of the first party to take action. Each party will bear the costs and fees of their expert. The costs and fees of the third expert will be divided equally between each party. The experts are exempt from all forms of judicial formalities.

#### Article 8

##### What is the term of the contract?

The contract relating to the additional basis cover is concluded for a term of one year. At the end of such insurance period, the contract is tacitly renewed on a year-to-year basis, unless it is cancelled by one of the parties at least three months before the expiry of the current period. In the case of a transfer of the insured vehicle between private individuals, the cover will be suspended from the time of the transfer and the non-absorbed premium will be reimbursed.

### 2. What is insured with Limited Comprehensive cover?

In return for payment of the premium and within the limits of this contract, the company undertakes to indemnify the owner of the insured vehicle in the event of damages caused to his/her vehicle by a covered claim.

The following claims are covered:

- Damage caused to the insured vehicle by fire (partial option Fire)
- Disappearance or deterioration following a theft or attempted theft (partial option Theft) of the insured vehicle
- Damage to the insured windows of the vehicle (partial option Glass breakage)
- Damage to the insured vehicle resulting from direct contact with animals or directly caused by natural disasters (partial option Damage caused by Animals and Natural Disasters).

A full description of coverage and exclusions for each partial option can be found in Point 4 "Description of partial options".

### 3. What is insured with the Comprehensive insurance?

In return for payment of the premium and within

the limits of this contract, the company undertakes to indemnify the owner of the insured vehicle in the event of damages caused to his/her vehicle by a covered claim.

The following claims are covered:

- Damage caused to the insured vehicle by fire (partial option Fire)
- Disappearance or deterioration following a theft or attempted theft (partial option Theft) of the insured vehicle
- Damage to the insured windows of the vehicle (partial option Glass breakage)
- Damage to the insured vehicle resulting from direct contact with animals or directly caused by natural disasters (partial option Damage by Animals and Natural Disasters sub cover)
- Own damage to the insured vehicle (partial option Own Damage). You will find a full description and exclusions for each partial option in Point 4 "Description of partial options".

### 4. Description of the Partial Options

#### Partial option - fire

##### Article 1

##### What is insured?

The company covers the destruction or deterioration of the insured vehicle by fire, explosion, short circuit and lightning, as well as the expenses incurred to extinguish and rescue the vehicle. Damage caused or aggravated by the loading, unloading or transport of highly inflammable, explosive or caustic materials or objects are only covered provided such transportation is carried out for private use.

##### Article 2

##### What is not insured?

- Burns which do not result from fire or an explosion.
- Damage to tyres, except where caused together with other covered damages.
  - Fire following theft: such damages are however covered in the context of partial cover Theft provided such partial option is acquired.

#### Partial option - theft

##### Article 1

##### What is insured?

The company covers disappearance or deterioration following theft or attempted theft of the insured vehicle, including:

- Car-jacking
- Home-jacking
- Vandalism, together with theft or attempted theft of the insured vehicle.

In addition in the event of theft of the keys and/or remote controls (keyless) of the insured vehicle, and provided the policyholder or insured has informed the competent authority within 24 hours, the company will compensate for:

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

They are also covered to the extent of 500 euros: They are indissociable from the accessories provided the insured vehicle is in a locked garage and the garage was broken into. Such cover is also valid under the same conditions for personal effects inside the vehicle.

##### Article 2

##### What is not insured?

- Damage following forgery or abuse of trust
- Damage following a theft or attempted theft:
  - If the perpetrators or accomplices are the policyholder, the possessor, the driver or owner of the vehicle, or persons residing with them or one of their agents
  - If the door or boot is not locked, the roof or windows not closed, if the keys and/or (keyless) remote control all other objects intended for opening and locking and starting the vehicle are left in or on the vehicle, except if, at the time of the acts, the vehicle is in a locked private garage which has been burgled
  - If the keys and/or (keyless) remote controls are left in a visible place accessible to the public
  - The vehicle does not have an anti-theft system and/or after-theft system as prescribed by the Special Terms or if such sys-

tem has not been activated.

##### Article 3

##### How are claims settled?

In cases of theft or attempted theft, the partial option Theft is only acquired provided the policyholder or insured declares such deeds to the local competent authority within 24 hours of the awareness of such acts. If the vehicle is stolen abroad, the policyholder/insured must still inform the competent Belgian authorities when he/she returns to Belgium.

If the stolen vehicle is not recovered within 15 days or it is recovered within 15 days but is not made available to the policyholder/insured in Belgium within 30 days as from the date of receipt of the statement of the accident by the company and by the competent authorities, the company will pay the compensation as stipulated in the event of a write-off.

These lead times do not apply if the beneficiary is not able to provide the company with the keys and/or (keyless) remote controls.

In the event of theft, payment will only be made if the beneficiary provides the company with the certificates of conformity and registration for the vehicle. In the absence of such documents, an original statement of the involuntary dispossession of the registration certificate and the certificate of conformity issued by the competent authorities must be provided.

If the policyholder/insured fails to provide all useful information and documents requested by the company, the aforementioned terms of 15 and 30 days are suspended. During such suspension period, the right to a replacement vehicle, as mentioned in Article 4 of the additional basic cover Service in the event of a claim, lapses.

If the stolen vehicle is recovered beyond the 15-day period or it is recovered within 15 days but is not made available to the policyholder/insured in Belgium within 30 days, the

beneficiary may recover the vehicle by returning the compensation paid, minus any repair expenses. "Made available" is taken to mean the release of the stolen vehicle by the authorities.

## Partial option - glass breakage

### Article 1

#### What is insured?

The company covers the breakage of the windscreen, side windows, rear windows and glazed sunroofs or panorama roofs of the insured vehicle. The excess is not deducted if the repair or replacement is carried out by a specialist window/windscreen repairer approved by the company. An excess of 70 euros is applicable if repair or replacement is carried out by another repairer.

## Partial option - damage caused by animals and natural disasters

### Article 1

#### What is insured?

The company covers the insured vehicle against:

- Contact with birds and/or stray animals, found by expertise. This option only applies for direct damage caused by actual contact with birds and/or stray animals, in places accessible to the public, provided the competent authority at the location of the accident is notified within 48 hours otherwise an exemption of 500 euros applies.
- Damage which is the result of one of the following natural disasters (this list is exhaustive): rock falls, landslides, avalanches, pressure from a mass of snow, hurricanes, storms with a wind speed of at least 80 km/h, hail, spring tides, flooding or earthquakes.

### Article 2

#### What is not insured?

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

## Partial option - material damage

### Article 1

#### What is insured?

The company covers material damage to the insured vehicle resulting from:

- An accident, also when the vehicle is being transported, including its loading and unloading
- Deliberate intent and vandalism. The excess stipulated in the Special Terms will be deducted from the compensation. An additional excess of 250 euros will be applied for any damage covered by this partial option if the vehicle was being driven by a person under the age of 23 at the time of the accident who is not the usual driver.

### Article 2

#### What is not insured?

The company never covers damage:

- Caused to parts of the vehicle through wear and tear, mechanical faults or manufacturing defects
- Caused or aggravated by a mechanical defect
- Caused or aggravated by objects or animals transported, their loading or unloading or by the vehicle being overloaded
- Which comes under the application of the partial options Fire or Theft
- To tyres, except if caused at the same time as other damages covered or which is the result of vandalism.

## C. Service in the event of a claim

### Article 1

#### What is Service in the event of a claim?

In the event of an accident in Belgium, the insured may call the free assistance provision "Service in the event of a claim". This service is accessible 24 hours a day, 7 days a week by calling the ING Assist'Line on: 02 550 06 00.

### 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 are provided to the insured?

##### Towing of the insured vehicle

The company will arrange for the towing of the insured vehicle at its own expense, if - due to an accident in Belgium - the vehicle is not in a roadworthy condition, to an ING recognised garage or to the garage named by the insured. If the company was not able to arrange the towing because the insured was unable to contact ING Assist'Line (such as intervention of the authorities or transport by ambulance), the company will still pay the towing costs of the insured vehicle upon presentation of the invoice of the towing service.

##### Transport of passengers

The company will, at its expense, arrange for the transportation of the driver and his/her passengers to their home, place of work or original destination in Belgium.

##### Notification

At the insured's request, the company will notify the next of kin and employer of the accident.

##### Total theft

If the insured has acquired the basic cover Limited Comprehensive or Comprehensive, the company will, in the case that a total theft of the insured vehicle registered as a private car or light lorry (MAW less than 3.5 tonnes) is reported, make a class A replacement car available at the domicile of the insured in Belgium for a maximum of 30 days as from the date the notification is received by the company. The period that a replacement car is made available will in any case end on the day when the total loss is compensated or when the stolen vehicle is again made available to the insured.

### Article 4

## What are the advantages if the insured chooses an ING approved garage?

If the insured vehicle is a private car or light lorry (MAW less than 3.5 tonnes), the insured can choose to entrust the repairs to an ING approved garage. The insured will benefit from the following advantages:

- **Free replacement vehicle during the duration of the repair**

The ING approved garage will provide a class A replacement vehicle free of charge for the time it takes for the repairs to be carried out.

- **Mobility guarantee replacement vehicle for up to 12 days in the event of total loss**

If the insured vehicle is immobilised resulting from an accident that took place in Belgium, the company will immediately make available to the insured party a replacement vehicle of at least a Class A for the maximum duration of 6 calendar days. The replacement vehicle will be made available at the location in Belgium chosen by the insured party (the place of the accident, the insured party's home or work address, or a garage designated by the company). The period of 6 calendar days is intended to provide sufficient time to determine whether the car can be repaired or if is deemed 'total loss'.

If the car can be repaired, the insured party will receive a replacement car for the entire duration of the repairs, calculated from the moment upon which the repair work commences.

In the event of total loss, confirmed by the expert appointed by NN, a replacement vehicle will be made available for another 6 calendar days in addition to the first 6 calendar days (i.e. a replacement vehicle will be made available for up to 12 days in all).

- **Collection and return**

On request, the damaged vehicle will be collected from the home of the insured or from his/her place of work and returned after it has been repaired.

- **Administration**

The company will take charge of all administrative procedures including those with the expert.

- **Guarantee**

The insured will benefit from a minimum two year guarantee on the repairs.

Furthermore, if the insured has taken out the basic cover Civil Liability + Comprehensive or Civil Liability + Limited Comprehensive, or if he/she has only taken out the basic cover Civil Liability and it is established that the company can apply the direct settlement scheme:

- **Third-Party payment system**

In the event of a covered claim, the company will pay the full cost of the repairs directly to the repairer. The recoverable VAT amount as well as the applicable reduced excess payment applicable will be borne by the policyholder.

### Article 5

#### Additional conditions for the provision of a replacement vehicle

The provision of a replacement car is subject to compliance with the terms and conditions and the rules specified by the company and the firm supplying the car.

The insured must:

- Immediately inform the company if his/her vehicle has been found following a theft
- Recover the vehicle as soon as possible after repairs
- Pay any costs for fuel, additional insurance, tolls and fines incurred.

## II. Optional Cover

Additional cover is only provided if it is expressly mentioned in the Special Terms.

### A. Driver's insurance

#### Article 1

##### What is the scope of the insurance?

In the event of an accident that causes personal injury resulting from use of the motor vehicle named in the Special Terms, the company covers the driver or eligible parties for the payment of Common Law indemnities for personal injury, minus third-party services payments and within the limits stipulated in Article 4.

By extension this contract also covers: death of the insured as a result of euthanasia carried out due to a serious and incurable illness which is the direct consequence of an accident covered by this contract. Death as a result of euthanasia which does not meet these conditions is not covered by this contract.

For this insurance to come into effect, the following terms are defined as below:

**Common law** is taken to mean: the compensation assessed on the date of the accident according to common law rules, i.e. as if such compensation was due by a liable third party.

##### Third-party payments to be deducted:

- Health care services, owed by the mutual insurance company or by an insurer
- Primary incapacity to work or invalidity indemnities owed by the mutual insurance company
- Compensation paid by a work-related accident insurer
- State survival pensions
- Any other type of indemnity or replacement income payment made by the employer or its insurer.

Third-party payments are only deducted from compensation for physical personal injury. Indemnities for mental injury are thus not included in this calculation.

**Accidental injury:** any road traffic accident, theft or attempted theft of the insured vehicle, entailing physical harm or death.

**Driver:** the person driving the vehicle, provided he/she is within a maximum of one metre from the vehicle, retains the benefit of the cover if at the time of the accident:

- While entering the vehicle to sit in the driving position
- When leaving the driving position
- When loading or unloading the vehicle
- When carrying out repairs in the course of a journey.

**Insured vehicle:** the vehicle designated in the Special Terms. Cover is extended to a motor vehicle of the same type, not belonging to the policyholder, nor to a member of his/her family living under the same roof, assigned to the same use as the named vehicle if, for a period of 30 days maximum, such vehicle replaces

the named vehicle which is temporarily or permanently unusable (except in the case of transfer of ownership of the named vehicle). The said period starts on the day actual the named vehicle becomes unusable. A vehicle belonging to a third party or which is driven occasionally or a vehicle which is driven in another country from time to time, with the exclusion of rental vehicles, is also covered.

### Article 2

#### Who is the insured?

Any person domiciled and residing mainly in Belgium who drives the vehicle named in the Special Terms.

However, excluded from the insurance are drivers:

- To whom the vehicle has been entrusted for maintenance, repair or other work.
- Who do not meet the legally required conditions for driving a vehicle.
- Who use the vehicle without the authorisation of the owner or possessor.

### Article 3

#### Who are the beneficiaries?

- In the event of injuries: the insured, to the exclusion of any other subrogated party.
- In the event of death: the beneficiaries who may assert their rights to compensation are the spouse, provided the insured and the spouse are not divorced or formally separated, the legal cohabitant, and the children and parents of the insured, to the exclusion of any subrogated party.

### Article 4

#### What are the compensation limits?

- In the event of temporary incapacity, the first month of incapacity remains payable by the insured.
- In the event of permanent disability, the compensation assessment will be made according to the physiological disability established in Belgium, on the basis of the Official Belgian Guidelines on Disabilities (Guide-Barème Officiel Belge des Invalidités/Officiële Belgische Schaal van Invaliditeitsgraden), without taking into account, at the time of the calculation, the variance in any economic incapacity to

work.

- However, disability less than or equal to 5% does not give rise to compensation, disability greater than or equal to 10% will be fully indemnified; disability between 5 and 10% will be indemnified according to the following formula: permanent disability to be indemnified =  $(x\% - 5\%) \times 2$ , with 'x' being the established level of disability.
- If the compensation has to be calculated on the basis of employment income, the income to be taken into consideration will be that of the 12 months prior to the accident. Account will not be taken of any monetary depreciation or indexation between the date of the accident and the date of settlement.
- In the case of non-respect of the compulsory wearing of seat belts, the compensation due will be reduced according to the difference between the extent of damage which would have been suffered if the victim had been wearing a seatbelt and the damage actually suffered.
- Total compensation is limited to 1,500,000 euros per claim, including interest.

### Article 5

#### What is not insured?

Accidents caused by a deliberate act by the insured or his/her heirs, or carried out with their consent, are excluded from cover.

The following cases of serious misdemeanour are also excluded from cover, i.e. accidents:

- a. Which are 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. Which occurred while the named vehicle was not or was no longer covered by a valid technical control certificate, or which no longer meets the conditions for obtaining such a certificate.

Furthermore, the following claims are excluded from cover:

- c. Those which occurred during a war, a civil war or similar events. If such events occur abroad and if the vehicle itself is situated there when such events begin, cover will continue to be



- provided for a maximum period of 15 days.
- d. Those which occurred during a strike or riot, or acts of collectively inspired violence, except if the insured proves that he/she did not play an active part in such events
  - e. Those resulting from earthquakes, volcanic eruptions, tidal waves and other disasters
  - f. Those due to causes of a nuclear or radioactive nature
  - g. Those caused or made possible by a physical condition increasing the risk such as diabetes, epilepsy or heart condition or a mental condition increasing the risk
  - 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, although tourist rallies remain covered.

#### Article 6

##### Is there subrogation in the event of third-party liability?

The company is duly subrogated in the rights of the insured or his/her beneficiaries to the extent of the sums paid and proportionally to the liability of third parties. The compensation paid is considered as being single and indivisible and constituting a full payment on any subsequent action. In the event of division of liability, the company will exercise its right to take action to the extent of the fraction of its outlay corresponding to the liability imputed to the third party.

#### Article 7

##### What is the settlement procedure?

###### a. For temporary incapacity to work

Provided the insured undertakes to refund the company for any sums paid if it becomes apparent from the reading of the penal file or inquiry that the accident is not covered, the company undertakes to pay a down payment within the first two weeks following receipt of the necessary payment or medical documents. The payment will cover any prejudice for the period already elapsed for temporary incapacity to work and the probable future period of incapacity to work. The payment may be renewable. The payment of

such advances and compensation referred to below may only be postponed if, due to serious reasons, there are certain presumptions which may provide reasonable doubt as to the existence of the insurance cover.

###### b. After recovery or stabilisation

The company undertakes to propose a final compensation as from the recovery from the injuries or once the insured's condition can be deemed to have stabilised, within two months from the date on which it was informed of the recovery or stabilisation. The insured will first send any information to enable the determination of the extent of the injury. In the event the proposal is refused, the company will, together with the insured, seek to establish a final settlement. To this end, the company undertakes to pay a new advance allowing for the continuation of negotiations with a view to reaching a final compensation, within a period of two months as from the notification of the refusal.

###### c. In the event of death

The company undertakes to proceed in accordance with the stipulations of Article 7. b, within two months following the date on which the company is provided with the information allowing it to assess the extent of the injury, and provided the eligible parties undertake to refund the company all sums paid, if it becomes apparent from the reading of the penal file or inquiry that the accident is not covered.

#### Article 8

##### Is a medical appraisal required?

Medical disputes can be decided, subject to mutual agreement, by a binding amicable medical appraisal. Each party will appoint its own physician. The two thus appointed physicians will jointly appoint a third physician. Each of the parties will bear the costs of their physician; the costs of the third physician and the specialist examinations will be divided equally.

#### Article 9

##### What are the territorial limits?

Cover is also provided in the case of a claim which occurs in a country of the European Union, in the principalities of Andorra and Monaco, the Vatican City, Iceland, Croatia, Liechtenstein, Norway, San Marino, Switzerland, San Marino, Switzerland, Morocco, Tunisia, Turkey, as well as in any country which the King designates pursuant to Article 3, § 1 of the law of 21 November 1989.

#### Article 10

##### What are the obligations of the insured and the beneficiaries?

- Where a medical appraisal is arranged on an amicable basis, the company will invite any liable third-party and their insurer to take part; the insured may not oppose such participation.
- In the event of a medical appraisal arranged on an amicable basis between the insured and the third party, their insurer or another party, and in the event of a legal appraisal, the insured undertakes to invite the company to monitor and take part.
- The insured and his/her beneficiaries undertake to invite the company to participate in the settlement with the liable third party, or to inform it of the proceedings in the event of a legal settlement.
- The insured or his/her beneficiaries must inform the company of any accident within eight days, except in the event of force majeure. Such statement must be accompanied by a detailed medical certificate, issued by the doctor treating the victim. A fatal accident must be notified within 24 hours. In this case, the company has the right, at its own expense, to have an autopsy carried out. If authorisation for such autopsy is refused, no matter by whom, the company has the right to limit its intervention in proportion to the prejudice suffered, except in the case of fraud, in which case it will refuse to intervene.
- Any information or certificate pertaining to the provision of treatment or the state of health prior to or after the accident must be provided within eight days. As soon as his/her state of health permits, the victim must meet the company's medical adviser whenever

called to do so.

- Except in the event of force majeure, the insured or beneficiaries who do not fulfil such obligations will be excluded from all cover. Any acknowledgement of liability made without the authorisation of the company releases it from any obligation in proportion to the prejudice suffered. In either case, the company will be justified in claiming reimbursement of sums already paid in proportion to the prejudice suffered, except in the event of fraud, in which case it may automatically reclaim all such sums.

#### Article 11

##### When does the insurance start?

Cover begins on the date indicated in the Special Terms, provided the first premium has been paid, except where provisional cover is explicitly provided by the company.

#### Article 12

##### What other provisions apply?

Articles 9 to 10, 12 to 15, 27 to 32 and 38 to 42 of the basic Civil Liability options apply. Both parties may waive such optional cover on an annual basis, and irrespective of the remaining cover, by registered mail sent at least 3 months prior to the expiry of the current period.

## B. Legal aid

### Definitions

For this insurance to come into effect, the following terms are defined as below:

**The policyholder:** the person who signs the contract with the company.

#### The insured:

- The policyholder
- The family members of the policyholder, i.e. the cohabitant spouse or partner as well as all persons domiciled at the same address as the policyholder
- The children of the policyholder and the children of the cohabitant spouse or partner where they are no longer living with the policyholder but if they depend fiscally or financially on the policyholder and/or the cohabit-

- ant spouse or partner and/or ex-partner
- The owner, the possessor and the authorised driver of the insured motor vehicle
- The persons seated in the places allocated for the transportation of persons and transported in the insured vehicle provided the number of transported persons does not exceed that stipulated by the regulations or the contract.

**The Named Vehicle:** the vehicle named in the Special Terms and any vehicle that may be subject to the basic Civil Liability cover, pursuant to Articles 4.1 and 4.2 of such basic cover.

**The claim covered:** damage caused when using the insured vehicle.

- Only the policyholder and persons residing at the domicile of the policyholder are able to invoke the Legal Aid option in order to institute legal proceedings for compensation against another insured. "Third-Party Insolvency" does not apply in this instance.
- Cover is also provided in the case of a claim which occurs in a country of the European Union, in the principalities of Andorra and Monaco, the Vatican City, Iceland, Croatia, Liechtenstein, Norway, San Marino, Switzerland, Morocco, Tunisia, Turkey, as well as in any country which the King designates pursuant to Article 3, § 1 of the law of 21 November 1989.
- The conditions stipulated in Sections II (Description and amendment of the risk - information by the policyholder) and III (Payment of premiums - certificate of insurance) and Articles 14, 15, 16, 17, 19, 27, 28, 29, 30, 32, 33, 34 and 35 of the basic cover Civil Liability apply to this cover.

## Article 1

### What is the scope of the cover?

- The company will take responsibility for obtaining an amicable settlement and will bear the costs thereby accrued.
- If amicable settlement is not reached or if the insured is called against his/her wishes to proceedings, the company will ensure the interests of the insured or his/her representation before the courts.

## Article 2

### What are the obligations of the insured?

The insured is required to inform the company in writing of any dispute without delay. He/she will send the company, on his/her own initiative, any information useful for the constitution of the case, as well as any legal or extrajudicial documents pertaining to the dispute.

The company will not be liable for the costs or fees owed by the insured for any services for which it was not informed in advance.

## Article 3

### What is the extent of the cover?

- The company will ensure the defence of the insured's interests and will bear the costs thereby accrued. This includes fees and expenses for any examination, appraisal or proceedings. If the policyholder opts to leave the choice of lawyer to the company, the company will appoint a lawyer specialised in the relevant matter.
- The insured may appoint any lawyer of his/her choosing or any other person qualified by the applicable regulations regarding the proceedings necessary for the defence and protection of his/her interests or his/her representation in court. The free choice option is also valid in the event of a conflict of interests between the insured and the legal aid insurer, provided such conflict is real and concrete, for instance where both the insured and the legal aid adversary are insured with the same company. The payment of fees and expenses of the parties chosen freely by the insured pursuant to the legal aid option will be paid either directly by the company or by the insured after prior and express approval has been given by the company. If the company considers the statement of fees and expenses to be excessive, the insured will submit the disputed statement to the competent authority. The company will duly pursue the dispute and will cover the costs
- Without prejudice to the provisions set out in Article 3. d, the company reserves the right to refuse its aid or end its involvement:
  - Where it considers a settlement offer to be fair

- Where it considers that a legal action or appeal against a legal decision presents no serious chance of success
  - Where it proves that the third party considered liable is insolvent
  - Where the insured is not summoned before a court even though the proceedings require his/her personal attendance.
- Once the company has made its position clear in writing on the course it wishes to pursue and if he/she does not share this opinion, the insured may consult a lawyer of his/her choice. Such consultation will not of course affect the right of the insured to begin legal proceedings in relation to this dispute. If the lawyer confirms the company's argument, it will reimburse half the costs of the consultation. If, notwithstanding the lawyer's advice, the insured commences proceedings at his/her own expense, and if he/she obtains a better result than he/she would have obtained following the company's advice, the company will refund the costs of the proceedings and the consultation. If the consulted lawyer confirms the argument of the insured, the company will bear the fees and expenses of the consultation and will provide cover, regardless of the result of the proceedings.

## Article 4

### What is the maximum pay-out?

The company will pay out an amount up to 50,000 euros per claim, without applying any excess. In the event of disputes regarding contractual obligations, the company will bear the costs up to a maximum of 9,000 euros per claim. In order to determine such amount, neither the costs of internal management of the case nor the fees and expenses due will be taken into account in accordance with Article 3.d. If the insured amount is insufficient, the policyholder and any persons residing at his/her domicile will have priority over other insured parties.

## Article 5

### What are the restrictions?

The insurance does not cover:

- Fines or amicable settlements with the Public Prosecutor's Office nor to costs pertaining to breathalysing or blood tests
- Damages resulting from war, civil war or any similar events
- Damages resulting from a strike, a riot or any other acts of collective violence, except if the insured proves that he/she did not actively participate in any such events
- Fees and expenses resulting from legal action if the total damages to be recovered are less than or equal to the principal sum of 120 euros
- Proceedings before the Final Court of Appeal if the total damages to be recovered are less than or equal to the principal sum of 1,200 euros
- If the insured wilfully caused the covered accident; if the insured intentionally concealed any facts or intentionally communicated any inaccurate facts which may mislead the company as regards the risk assessment. The company will, however, provide cover in the event of unintentional serious offences such as drunkenness and intoxication.
- Without prejudice to the provisions of Article 6.e., concerning contractual obligation disputes, including disputes pertaining to the applicability of the legal aid option.
- Claims resulting directly or indirectly from acts of terrorism. The term terrorism means a clandestinely organised act or series of acts which is/are connected in time and purpose or carried out individually or collectively with ideological, religious, political, economic or social intentions. Such acts are intended to harm the physical integrity of persons or to damage goods with a view to making an impression on the public or on a government and to create a climate of insecurity.

## Article 6

### What are the extensions?

#### a. Third-party insolvency

If, following a covered accident occurring in Belgium, the insured does not receive full compensation for his/her damages due to total insolvency of the liable party, the company will compensate the insured up to

the maximum limit of 6,200 euros per claim. Any sum the insured has received or may receive is deducted from any damages which can be recovered from the insolvent party. Such extension is not, however, applicable to disputes of a contractual nature. Such cover does not apply to damages resulting from an (attempted) theft of the named vehicle, its accessories or personal items.

#### b. Advances

In the case of a claim covered in Belgium caused by an identified third party, whose liability is recognised by their Civil Liability insurer, the company will pay its insured a maximum advance of 6,200 euros per claim for recoverable claims.

The company is duly subrogated in the rights of the insured or his/her beneficiaries to the extent of the sums paid and proportionally to the liability of third parties. The compensation paid is considered as being single and indivisible and constituting a full payment on any subsequent action.

#### c. Foreign Proceedings

If, following a covered claim, the insured is summoned to appear before a foreign court, the company will bear the travel and accommodation costs, provided they are reasonable and duly substantiated.

#### d. Criminal defence

Even in the absence of any damage, the company will bear the costs incurred for the defence of the insured on a criminal level if he/she is prosecuted for breach of the laws and traffic police regulations and for unintentional breach of the law using the insured vehicle.

#### e. Contractual Disputes

The following are also covered:

- Disputes with insurance companies with regard to claims concerning insurance taken out in relation to the motor vehicle named in the Special Terms
- Disputes with salesmen and professionally established repairers in Belgium for which the insured claims compensation according

to the legal or contractual cover provided at the time of purchase or intervention, such as repairs, alterations or maintenance of the vehicle named in the Special Terms.

#### f. Petition for Clemency

Without taking into account the maximum payout, the company will bear the costs of a petition for clemency if the insured is actually sentenced to imprisonment following a covered claim.

### Article 7

#### What is the term of the insurance?

Legal aid option is concluded for a term of one year. At the end of the insurance period, the contract is tacitly renewed from year to year, except in the event of termination by one of the parties at least three months prior to the expiry of the current period. If one of the parties waives the Legal Aid option, the other party has the right to terminate the remaining cover on the policy, as from the same date.

### C. Premium protection following a claim

#### Article 1

##### What is the scope of the insurance?

In the event of a first claim during the insurance year with the insured vehicle, the insurer guarantees that the claim will not affect the number of claim-free years applicable with the insurer. Consequently the insurer will set the premium for the next and subsequent insurance years as if the claim had not happened.

#### Article 2

##### What is insured?

The risk that the number of claim-free years applicable with the company will decrease on the next due date of the annual premium by 5 years due to the incidence of an initial claim. The term 'claim' means:

- An at fault claim covered by the basic cover Civil Liability. A claim whereby the insurer, pursuant to Article 37, is obliged to pay damages only if the insured is liable for the claim; or
- A claim covered by the partial option Own

Damage which entails expenses the insurer cannot recover. A claim whereby the insurer is obliged to pay damages both for the insured vehicle as well as the wronged parties is considered to be one claim.

### Article 3

#### What is not insured?

- An at fault claim governed by Article 25 of the general terms and conditions of the basic cover Civil Liability is excluded from coverage.
- The consequences for the premium of changing any aspects as referred to under Article 36.a, b and c of the basic cover Civil Liability.
- A claim which occurred before the start of this cover.
- Other claims within the same insurance year.

### Article 4

#### When does the insurance start?

Cover begins on the date indicated in the Special Terms, provided the first premium has been paid, except where provisional cover is explicitly provided by the company.

### Article 5

#### Which other provisions apply?

- Articles 9 to 10, 12 to 15 and 27 to 32 of the basic Civil Liability options apply.
- Both parties can waive this option annually and separately from the other options, by registered letter at least 3 months before the main renewal date. Once this option has been applied to a first claim at fault, it automatically ends on the renewal date.
- An at fault claim which is protected under this cover is nevertheless stated on the No-claims Certificate within the meaning of Article 38 of the basic cover Civil Liability.

### D. Breakdown assistance and assistance abroad

The insured can call on this option by contacting the ING Assist'Line on 02 550 06 00. This service is available 24/7.

### Definitions

For this insurance to come into effect, the following terms are defined as below:

**The company:** the assistance service is provided by the insurance company Inter Partner Assistance nv/ sa, authorised by the FSMA under the code number 0487. Registered office: avenue Louise 166 box 1, 1050 Brussels, Belgium.

Inter Partner Assistance authorises NN Non-Life Insurance nv for everything related to the acceptance of risks and the administration of contracts, with the exception of claims.

**The agent:** ING Belgium SA/nv, an insurance agent, approved by the FSMA under the code number 12381 A. Registered office: Marnixlaan, 24, 1000 Brussels, Belgium.

**The policyholder:** is the person who signs the contract with the company.

**The insured:** the policyholder, the main driver and any other authorised driver or passenger of the insured vehicle, with the exception of hitch-hikers, provided the insured is domiciled in Belgium and usually resides there.

#### The insured vehicle:

- The motor vehicle described in the Special Terms and provided such 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
- The caravan, the camping car or trailer for private use if the MAW is no more than 3.5 tonnes and the length is a maximum of 6 metres
- Is a temporary replacement vehicle.
- A temporary replacement vehicle is considered as being a motor vehicle belonging to a third party, which is used in the same way as the named vehicle and which serves to replace the aforementioned vehicle, which may be definitively or temporarily unusable, for any reason whatsoever, in particular due to maintenance, adaptations, repairs or technical inspection. The MAW of the temporary replacement vehicle is not more than 3.5 tonnes and the length is a maximum of 6 metres.

**Accident:** The term 'accident' means:

- A traffic accident,
- Attempted theft or vandalism,
- A fire, explosion, implosion, flames and/or

- lightning,
- Contact with birds or stray animals,
- Damage resulting from natural disasters.

## Article 1

### Assistance following an accident in Belgium or abroad

#### a. Towing

If the insured vehicle is immobilised due to an accident in Belgium the company will organise and pay for the towing of the insured vehicle to a garage indicated by the insured. If the insured vehicle is immobilised due to an accident abroad the company will organise and pay the towing of the insured vehicle to the nearest garage.

#### b. Notification

At request of the insured the next of kin or employer will be informed of the accident.

## Article 2

### Assistance following a breakdown in Belgium or abroad

If the insured vehicle is immobilised due to a mechanical defect, the company will organise and pay for sending a mechanic to the spot and, if required, the towing of the vehicle to the customer's garage or, if abroad, to the nearest garage.

If the insured does not call on the company for breakdown assistance and towing of the vehicle, the company will refund a maximum of 200.00 euros upon presentation of the towing service's invoice. With the exception of mechanical defects, the company will also provide assistance in the following cases:

#### 1. Fuel shortage

In such a case assistance includes towing the vehicle to the nearest petrol station. The insured will bear the fuel costs.

#### 2. Filling up with the wrong type of fuel

In such a case assistance includes towing the vehicle to the nearest petrol station and emptying the tank. The insured will bear the fuel costs and labour charges.

#### 3. Flat tyres

In such a case assistance includes changing the flat tyre on the spot, if the insured is unable to change the spare tyre him/herself. If

the insured's spare tyre is not in a good state of repair the call-out costs will be borne by the insured. If several tyres go flat at the same time, the vehicle will be towed to the nearest garage.

#### 4. Keys locked inside the vehicle

In such a case assistance includes opening the door of the vehicle upon presentation of the insured's identity document. Such assistance will not be provided if the opening of the door might damage the vehicle.

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

In such a case assistance includes:

- If the insured has a spare key at home but cannot return home to collect it, the return taxi fare to collect the spare key from the place of immobilisation to the home of the insured, up to 65 euros
- If the insured does not have a spare key at home, the company will inform the insured of the formalities to obtain a new key from the manufacturer.

The insured will bear all repair costs.

## Article 3

### Additional assistance after an accident or a breakdown in Belgium

- Transport of passengers**
- Passengers will be taken to their home or a nearby destination in the cabin of the towing truck or by taxi.
- Replacement car**
- The company will make a replacement vehicle available to the insured for the duration of the repairs. The duration of the repairs is understood to be the normal duration of the repairs. In the case of a write-off the company will provide a replacement car during the period that the insured is immobilised. Whatever the case the period of availability is limited to a maximum of 30 days.

## Article 4

### Additional assistance after an accident or a breakdown abroad

#### a. Additional assistance in case of on-the-spot repair

##### 1. Dispatch of spare parts

The company will send spare parts which are indispensable for the adequate and safe operation of the vehicle using the fastest and most economical way, if they are not available locally. The insured will only pay the price of spare parts sent by the company at his/her request. The company reserves the right to request an advance from the insured if the value of the spare parts to be dispatched exceeds 750 euros.

#### 2. Assistance to immobilised parties

The company will ensure, in accordance with the wishes of the insured, the organisation and payment abroad of:

- Any costs incurred for a taxi or rental vehicle up to 125 euros to enable the insured parties to reach their place of destination abroad or
- Any hotel costs (room + breakfast) while waiting for repairs, up to a maximum of 65 euros per insured or
- If the insured vehicle is immobilised for at least 24 hours, and if previously approved by the company, the provision and payment by the company of a rental car for a maximum of 5 consecutive days which allows the insured to be mobile at the place of destination.

#### b. Additional assistance in case repairs are not carried out on-the-spot

If the insured vehicle cannot be repaired within a period of 2 working days, the company will ensure:

- Repatriation of the immobilised vehicle.
 

The company will ensure the organisation and payment of transport and repatriation to the garage indicated by the insured near his/her home. To allow such transport in the short term, the insured agrees to follow the instructions of the company, to take the necessary steps and submit the required documents to the company. The costs of transport payable by the company will not exceed the amount of the vehicle's residual value (with reference "Eurotax", a publication of Eurotax Belgium nv/sa). A

first statement of description of the vehicle will be compiled when it is collected and a second one at the time of delivery of the vehicle. Damage caused during the transport will be paid by the company. The company cannot be held liable for theft of objects or accessories inside or outside the vehicle. The costs for storing the vehicle as of the day when it broke down until the day it is collected for transport or repatriation will be paid by the company.

- Assistance to immobilised insured parties
  - The return, immediately or on an agreed date, of the insured by train (first class) or airline (economy class); or
  - Any costs for a taxi or a rental car up to maximum 125 euros to make it possible to reach the place of destination; or
  - The provision and payment by the company of the costs of a replacement car abroad for maximum 5 consecutive days to allow the insured to reach his/her destination or home and/or to be mobile at the place of destination.
  - Making a replacement car available to the insured in Belgium until the vehicle has been repatriated.

#### c. Additional assistance in the event the insured does not wait for repairs of more than 2 working days

If the insured vehicle is repaired locally, but the repairs take longer than 2 working days and the insured does not wait until the end of the repairs, the company will ensure:

- Repatriation of the insured vehicle
  - Repatriation of the immobilised vehicle as indicated in Article 4.b.1; or
  - Provision to the insured a first class train ticket or an airplane ticket (economy class) to the place where the vehicle is located. If necessary, the company will pay for a hotel for 1 night abroad for maximum 65 euros.
- Assistance to the immobilised insured parties as indicated in Article 4.b.2.

#### d. Additional assistance in the event the

### **insured does not wait for the repairs within 2 working days**

If the insured vehicle is immobilised for at least 24 hours and can be repaired within 2 working days, but the insured does not wait for the repair to be carried out locally, the company will provide assistance as indicated in Article 4.c. In such instances, it is additionally stipulated that assistance will be provided at the company's discretion and only with the express consent of the company.

### **Article 5 Assistance following theft, car-jacking or home-jacking in Belgium or abroad**

#### **a. Assistance to immobilised insured parties**

If the insured parties are immobilised due to theft, car-jacking or home-jacking abroad, the insured are entitled to assistance as indicated in Article 4.b.2.a, b and c.

#### **b. Provision of a replacement car in Belgium**

In case of theft, car-jacking or home-jacking of the insured vehicle in Belgium or abroad, the company will provide a replacement car to the insured upon receipt of the claim, until such time that the vehicle is recovered with a maximum duration of 30 days. If the vehicle is recovered within 30 days and in the event the vehicle needs repairing, the term will be extended to the maximum duration of the repairs with a new maximum of 30 days.

#### **c. Assistance after the vehicle has been found**

If the stolen vehicle is recovered within a period of 6 months, the company will ensure the organisation and payment, depending on the state of the vehicle, of the following:

- If the vehicle is roadworthy, providing the insured with a first class train ticket or an airplane ticket (economy class) to the place where the vehicle is located. If necessary, the company will pay for a hotel for 1 night abroad for maximum 65 euros.
- If the vehicle is not roadworthy, the repatriation will be organised in accordance with Article 4.b.1 "Repatriation of the immobilised vehicle".

### **Article 6 Incapacity of driver abroad**

If none of the passengers is allowed to drive the vehicle following death or due to a serious disease or due to an accident of the driver or drivers, the company will return the insured vehicle to the insured's domicile in Belgium. In case of serious illness or after an accident, the car will be returned only if the driver or drivers, in the opinion of the company, will not recover within 5 days. At the discretion of the company this will either take place by providing a driver of the company or by the organisation and payment of the transport and repatriation of the vehicle.

### **Article 7 Territorial scope**

Cover is granted in Belgium and other countries and islands of geographical Europe.

### **Article 8 Conditions for entitlement to a replacement car in Belgium and abroad**

The provision of a replacement car is subject to compliance with the terms and conditions and the rules specified by the company and the firm supplying the car. The conditions are:

- The prior call of the insured on the company
- The replacement car is of class B (e.g. a Peugeot 207)
- The insured will ensure that the repairs are carried out as soon as possible and that the vehicle is recuperated as soon as possible after it has been repaired
- The company will immediately be informed when the insured vehicle has been repaired or - in case of theft - found
- A deposit will be given to the rental firm throughout the use of the replacement car
- The replacement car may not be driven from Belgium to abroad or from abroad to Belgium if the contract with the rental firm explicitly mentions this
- The driver must have a valid type B driver's licence held for more than a year
- In the year preceding the car hire application, the driver's licence may not have been revoked

- The costs for fuel, additional insurance, tolls and the fines incurred are always payable by the insured.

In Belgium the replacement car will, upon request of the insured, be delivered and collected at home or at another location in Belgium. The company will pay any relocation costs incurred by the insured to accomplish the formalities for the collection and return of the vehicle.

### **Article 9 What is not insured?**

Claims caused by a deliberate act by the insured or his/her heirs, or carried out with their agreement, are excluded from cover.

Furthermore, the following cases of gross negligence are also excluded, i.e. claims:

- 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?**

Articles 9 to 10, 12 to 15 and 27 to 32 of the basic Civil Liability options apply.

#### **Complaints**

If the policyholder (private individual) have any complaints relating to this contract, he/she may address them to the Ombudsman des Assurances, square de Meeûs 35, B-1000 Brussels ([www.ombudsman.as](http://www.ombudsman.as) - [info@ombudsman.as](mailto:info@ombudsman.as) - Phone + 32 2 547 58 71 - Fax + 32 2 547 59 75). Such complaint does not exclude the policyholder from taking legal action.

#### **Privacy**

The data of a personal nature communicated in connection with this contract will be processed by:

- ING Belgium SA/nv, 24 avenue Marnix, 1000 Brussels, for the purposes of centralising customer management, account and payment management, brokerage (e.g. insurance), loans (where appropriate), portfolio management, the marketing of banking and insurance services (unless you object), a global overview of the customer, controlling transactions and preventing irregularities.
- NN Non-Life Insurance nv, Prinses Beatrixlaan

35 in 2595 AK The Hague, the Netherlands, for the purpose of centralising customer management, insurance production and management, the marketing of insurance services (except direct marketing), a global overview of the customer, controlling transactions and preventing irregularities.

- Inter Partner Assistance nv, avenue Louise 166 PB 1, 1050 Brussels, for the purpose of centralising customer management, insurance production and management, the marketing of insurance services (except direct marketing), a global overview of the customer, controlling transactions and preventing irregularities.
- NN Insurance Services Belgium SA, Airport Plaza - Montreal Building, Da Vincilaan 19, 1831 Diegem, Belgium for the purpose of centralising customer management, insurance production and management, the marketing of insurance services (except direct marketing), a global overview of the customer, controlling transactions and preventing irregularities.

Furthermore this information will be communicated to the other companies of the banking and insurance group ING in Belgium (list available upon request) for the purpose of centralising customer management, marketing, a global overview of the customer, the provision of their services (where appropriate) and controlling the regularity of transactions (including the prevention of irregularities). Private individuals may access the data relating to them and have it rectified. They may object, free of charge and upon request, to the processing of their data by ING for the purpose of direct marketing and/or the communication of such data to other companies of the group ING in Belgium for the same purposes.

For further information on the processing of data by ING Belgium SA/nv please consult Article 6 (Protection of Privacy) of the General Regulations of ING Belgium SA/nv.

Inter Partner Assistance nv, avenue Louise 166, bte 1, 1050 Brussels, for the purpose of

central administration of clients, production and administration of personal insurances and insurances covering accidents and all sorts of risks, marketing of insurance services, a global overview of customers, controlling the regularity of transactions and preventing irregularities. Inter Partner Assistance, as co-responsible party for the processing, may pass on the personal details to the service providers, whether or not established in a Member State of the European Union and whose intervention is necessary or useful to achieve the aforementioned goal, including AXA Business Services in India (list available upon request).

#### **Article 496**

Any deception of the insurance company, or any attempt to carry out such a deception, will render the insurance contract invalid and may also be subject to criminal prosecution pursuant to Article 496 of the Criminal Code. Any persons perpetrating such actions will moreover be registered in the ESV Datassur database, which holds information about special insurance risks for consultation by member insurance companies.

#### **Datassur**

The insurance company NN Non-Life Insurance nv will provide ESV Datassur with relevant personal data solely for the purposes of assessing risks and managing contracts as well as holding information about relevant claims. Persons providing proof of their identity may contact Datassur for the purposes of consulting their relevant personal data and, if appropriate, have it corrected. To exercise this right, the relevant person must send a signed and dated request together with a copy of their identity card to the following address: Datassur, dienst Bestanden, square de Meeûs 29, 1000 Brussels.

**Insurance agent:**

ING Belgium SA/nv, an insurance agent registered with the FSMA under the code number 12381A. Registered office: 24 avenue Marnix, 1000 Brussels – Brussels RPM/RPR – VAT BE 0403.200.393 – www.ing.be – BIC: BBRUBEBB – IBAN: BE45 3109 1560 2789.

**Insurer:**

NN Non-Life Insurance nv, a Dutch incorporated company set up to insure Belgian risks, an insurance company registered in Belgium under the green card code number 1449. Registered office: Prinses Beatrixlaan 35, 2595 AK The Hague, Netherlands – Trade register number 27127537, supervised by the Nederlandsche Bank.

**Representative in Belgium:**

NN Insurance Services Belgium nv, competent to settle claims in Belgium for NN Non-Life Insurance nv, an insurance company authorised by the NBB under the number 2551. Registered office: Airport Plaza – Montreal Building, Da Vincilaan 19, 1831 Diegem, Belgium – www.nn.be – Brussels RPM/RPR – VAT BE 0890.270.750 – BIC: BBRUBEBB – IBAN: BE95 3200 0812 7458.

ING Belgium SA/NV – Bank – Marnixlaan 24, B-1000 Brussels – Brussels RPM/RPR – VAT BE 0403.200.393 – BIC: BBRUBEBB – IBAN: BE45 3109 1560 2789.