



Civil liability

Policy number

Name client

AIG Europe S.A. is an insurer registered in the trade and companies register in Luxembourg under number B 218806. Registered office at 35 D Avenue John F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is an insurance company licensed by the Luxembourg Ministry of Finance and under the supervision of the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GH Luxembourg, Tel. : (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/>. AIG Europe S.A., Belgian branch is established at Pleinlaan 11, 1050 Brussels, Belgium. RPR Brussels - VAT number: 0692.816.659. AIG Europe S.A. Belgian branch is registered with the National Bank of Belgium (NBB) under number 3084. The NBB is located at Berlaumontlaan 14, 1000 Brussels, www.nbb.be.

You can find our Privacy and AssurMifid Policy on www.aig.be

GENERAL TERMS AND CONDITIONS

TABLE OF CONTENT

I. Provisions applicable to the full contract	3
1. Definitions	3
2. The contract	3
2.1. Disclosures which the policyholder is obliged to provide when concluding the contract.....	3
2.2. Disclosures which the policyholder is obliged to provide during the duration of the contract.....	4
2.3. Adjustments regarding de designated motor vehicle	6
2.4. Term – premium – modifications to the policy conditions and premium	9
2.5. Suspension of the contract.....	12
2.6. End of the contract	13
3. Loss	17
4. Declaration on the loss that has occurred	19
5. Communications	19
II. Provisions applicable to the cover statutory civil liability	20
1. The cover	20
2. The insurer's right of recourse	21
III. Provisions applicable to the indemnification of certain traffic accident victims	24
1. The duty to indemnify	24
1.1. Legal basis	24
1.2. Territorial scope of the duty to indemnify.....	24
2. The right of recourse of the insurer	25
IV. Provisions applicable to the additional guarantees	25
1. The guarantees	25
2. The right of recourse of the insurer	27
3. Provision applicable to the indemnification of certain road accident victims	28
V. Other general provisions	28
1. A posteriori personalisation system	28
2. Personal information	31
3. Terrorism	32
4. Other provisions	33

I. Provisions applicable to the full contract

1. Definitions

Art. 1. Definitions

For the purposes of this Agreement, the following definitions apply:

THE INSURER: AIG Europe S.A. is an insurer registered in the trade and companies register in Luxembourg under number B 218806. Registered office at 35 D Avenue John F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is an insurance company licensed by the Luxembourg Ministry of Finance and under the supervision of the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GH Luxembourg, Tel .: (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/>.

AIG Europe S.A., Belgian branch is established at Pleinlaan 11, 1050 Brussels, Belgium. RPR Brussels - VAT number: 0692.816.659. AIG Europe S.A. Belgian branch is registered with the National Bank of Belgium (NBB) under number 3084. The NBB is located at Berlaimontlaan 14, 1000 Brussels, www.nbb.be.

THE POLICYHOLDER: the person who concludes the contract with the insurer;

THE INSURED PARTY: any person whose civil liability is covered by the contract;

THE INJURED PERSONS: persons who have suffered injury giving rise to the application of the contract or their rightful claimants;

THE MOTOR VEHICLE: the vehicle intended to move on the ground and which can be driven by mechanical force without being attached to rails, regardless of the type of driving force or the maximum speed;

TRAILER : any vehicle equipped and intended to be moved by another vehicle;

THE DESIGNATED MOTOR VEHICLE:

a) the motor vehicle described in the contract; everything attached thereto is considered a part thereof;

b) the unattached trailer described in the contract;

THE DAMAGE: any fact that caused loss and that may give rise to the application of the contract;

THE INSURANCE CERTIFICATE: the document that the insurer provides to the policyholder as proof of insurance, in accordance with the applicable legislation.

2. The contract

2.1. Disclosures which the policyholder is obliged to provide when concluding the contract

Art. 2. Disclosures

When concluding the contract, the policyholder is obliged to accurately disclose all circumstances that are known to him, which he must reasonably consider to be elements that may influence the insurer's assessment of the risk. However, he must not inform the insurer of any circumstances which the insurer already knew or should reasonably have known. If certain written questions from the insurer are not answered and if the insurer has nevertheless concluded the contract, the insurer may not subsequently invoke that omission, except in the case of fraud.

Art. 3. Intentional omission or inaccuracy in the declaration of risk

§ 1. Nullity of the contract

Where the intentional omission or inaccuracy in the declaration of risk misleads the insurer in the assessment of that risk, the insurer may request the nullity of the contract.

Where nullity has been declared, the premiums due at the time when the

	<p>insurer became cognizant of the intentional omission or inaccuracy shall be payable to the insurer.</p> <p>§ 2. Recourse of the insurer</p> <p>If the intentional omission or inaccuracy in the declaration of risk misleads the insurer when assessing that risk, the insurer shall have a right of recourse against the policyholder in accordance with Articles 45, 2°, 55 and 63.</p>
<p>Art. 4. Unintentional omission or inaccuracy in the declaration</p>	<p>§ 1. Modification of the contract</p> <p>If an omission or inaccuracy in the declaration are not intentional, the contract is not null and void.</p> <p>The insurer proposes, within a month from the day it has become cognizant of the omission or inaccuracy, to modify the contract effective as of the date it became cognizant of said omission or inaccuracy.</p> <p>§ 2. Termination of the contract</p> <p>If the proposal to modify the contract is refused by the policyholder or if, after a period of one month from the receipt of said proposal, the latter is not accepted, the insurer shall be entitled to terminate the contract in fifteen days, in accordance with Articles 26 and 30, § 5, par. 1, 1°.</p> <p>Nevertheless, if the insurer provides proof that it would not have insured the risk under any circumstances, it shall be entitled to terminate the contract in a period of a month as of the day it became cognizant of the omission or inaccuracy, in accordance with Articles 26 and 30, § 5, par. 1, 1°.</p> <p>§ 3. Lack of response from the insurer</p> <p>An insurer who has not terminated the contract or proposed an amendment within the time limits laid down in the previous paragraphs may not subsequently invoke facts of which he was cognizant.</p> <p>§ 4. Recourse of the insurer</p> <p>If the unintentional omission or inaccuracy of declaration of risk can be attributed to the policyholder, the insurer shall have a right of recourse against the policyholder in accordance with Articles 45, 3° and 63.</p>

2.2. Disclosures which the policyholder is obliged to provide during the duration of the contract

<p>Art. 5. Disclosure obligation of the policyholder</p>	<p>A policyholder is obliged to inform the insurer:</p> <p>1° the transfer of ownership among living persons of the designated motor vehicle;</p> <p>2° the characteristics of the motor vehicle that replaces the designated motor vehicle, except for those of the temporary replacement motor</p>
--	--

	<p>vehicle referred to in article 56;</p> <p>3° the registration of the designated motor vehicle in another country;</p> <p>4° the putting into traffic of the designated motor vehicle or any other motor vehicle during the suspension of the contract;</p> <p>5° any change of address;</p> <p>6° the details referred to in articles 6, 7 and 8.</p>
<p>Art. 6. Considerable and lasting aggravation of the risk</p>	<p>§ 1. Disclosures</p> <p>In the course of the contract, the policy holder shall, pursuant to the conditions of Article 2, declare new circumstances of modifications of circumstances likely to cause a considerable and lasting aggravation of the risk of the insured event occurring.</p> <p>§ 2. Modification of the contract</p> <p>If the risk of the insured event occurring is aggravated to such an extent that, if the aggravation existed when the policy was taken out, the insurer would have granted the coverage only under different conditions, it shall, within a month from the day it became cognizant of the aggravation, propose to modify the contract with retroactive effect to the date of the aggravation.</p> <p>§ 3. Termination of the contract</p> <p>If the proposal to modify the contract is refused by the policy holder or if, after a period of one month from the receipt of said proposal, the latter is not accepted, the insurer shall be entitled to terminate the contract in fifteen days, in accordance with Articles 26 and 30, § 5, par. 1, 2°.</p> <p>§ 4. Lack of response from the insurer</p> <p>An insurer who has not terminated the contract or proposed an amendment within the time limits laid down in the previous paragraphs may not subsequently invoke the aggravation of the risk.</p> <p>§ 5. Recourse of the insurer</p> <p>If the intentional omission or inaccuracy in the declaration of risk misleads the insurer when assessing that risk, the insurer shall have a right of recourse against the policyholder in accordance with Articles 45, 2° and 63.</p> <p>If the unintentional omission or inaccuracy of declaration of risk can be attributed to the policyholder, the insurer shall have a right of recourse against the policyholder in accordance with Articles 45, 3° and 63.</p>
<p>Art. 7. Considerable and lasting diminishment of risk</p>	<p>§ 1. Modification of contract</p> <p>If in the course of the contract, the risk of the insured event occurring diminishes in a considerable and lasting manner that, if the diminution had existed at the time the policy was taken out, the insurer would have granted the coverage only under different conditions, it (the insurer) shall grant a commensurate reduction of the premium from the day it became cognizant of the diminution of the risk.</p> <p>§ 2. Termination of the contract</p> <p>If the contracting parties fail to reach an agreement on the new premium within a period of one month from the request for a reduction of the</p>

	premium by the policy holder, the latter shall be entitled to terminate the contract, in accordance with Articles 26 and 27, § 7.
Art. 8. Unknown circumstances at the time of conclusion of the contract	If, during the course of the insurance contract, a circumstance becomes known, which was unknown to both parties at the time the contract, was concluded, Articles 6 and 7 shall be applied, insofar as that circumstance results in a diminishment or an increase in the insured risk.
Art. 9. Stay in another Member State of the European Economic Area	<p>No stay of the designated motor vehicle in another member state of the European Economic Area during the term of the contract may be regarded as an aggravation or a diminishment of risk as referred to in Articles 6 and 7 and shall not give rise to any amendment of the contract.</p> <p>As soon as the designated motor vehicle is registered in a State other than Belgium, the contract is terminated with immediate effect.</p>

2.3. Adjustments regarding de designated motor vehicle

Art. 10. Transfer of ownership	<p>§ 1. Transfer of ownership among living persons without replacement of the designated motor vehicle:</p> <p>If, in the event of transfer of ownership of the designated motor vehicle, the vehicle is not replaced within a period of 16 days from the day following the transfer or if the replacement is not notified within that period, the contract shall be suspended from the day following the expiry of the aforementioned period and Articles 23 to 25 shall apply.</p> <p>The premium shall remain payable to the insurer until the transfer of ownership is notified to it.</p> <p>If the transferred motor vehicle participates in traffic under the registration plate it carried before the transfer, even in an impermissible manner, the cover for this motor vehicle remains acquired during the aforementioned period of 16 days, provided that no other insurance contract covers the same risk.</p> <p>However, the insurer may exercise recourse in accordance with Articles 44 and 48 if the loss is caused by an insured person other than:</p> <p>1° the policyholder;</p> <p>2° all persons who residing with the policyholder, including those who are residing outside the principal residence of the policyholder for study reasons.</p> <p>If it concerns a legal person, the policyholder, as referred to in the previous paragraph, is the authorized driver.</p> <p>§ 2. Transfer of ownership among living persons with replacement of the designated motor vehicle by a motor vehicle that is not the property of the policyholder or the owner of the transferred motor vehicle</p>
--------------------------------	--

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

For the replacement motor vehicle, the contract does not provide cover unless agreed between the insurer and the policyholder.

§ 3. Transfer of ownership among living persons with replacement of the designated vehicle by a motor vehicle owned by the policyholder or by the owner of the transferred motor vehicle

If, in the event of transfer of ownership of the designated motor vehicle, the motor vehicle is replaced, prior to the suspension of the contract, by a motor vehicle owned by the policyholder or by the owner of the transferred motor vehicle, cover shall remain acquired for the transferred motor vehicle, in accordance with paragraph 1, for a period of 16 days from the day following the transfer of ownership of the designated motor vehicle.

The same cover of 16 days is also acquired by all insured persons for the replacement vehicle which participates in traffic under the registration plate of the transferred vehicle, even in an unauthorised manner.

These coverages are obtained without any notification.

If the replacement of the motor vehicle is notified within the aforementioned period of 16 days, the contract shall continue to exist in accordance with the insurance conditions, including the rate, applicable to the insurer at the time of replacement and in function of the new risk.

If the policyholder does not accept the policy conditions, including the premium, he must terminate the contract in accordance with Articles 26 and 27 § 9.

If the insurer proves that the new risk has characteristics which are not covered by his acceptance criteria in force at the time of replacement of the motor vehicle, he may cancel the contract in accordance with Articles 26 and 30 § 11.

In the event of termination, the policy conditions, including the premium, which were applicable before the replacement of the motor vehicle shall continue to apply until the termination takes effect.

§ 4. Transfer of ownership of the designated vehicle in the event of the death of the policyholder

In the event of the transfer of ownership of the designated motor vehicle upon the death of the policyholder, the contract shall continue to exist in accordance with Article 22

Art. 11. Theft or embezzlement

§ 1. Theft or embezzlement of the designated motor vehicle without replacement by a motor vehicle

If the designated motor vehicle has been stolen or embezzled and is not replaced, the policyholder may request that the contract be suspended. In that case, the suspension shall take effect from the date of request but at the earliest after expiry of a period of 16 days from the day following the theft or embezzlement and Articles 23 to 25 shall apply.

The premium shall remain payable to the insurer until the suspension takes effect.

If the suspension is not requested, cover shall remain obtained in respect of the stolen or embezzled vehicle, except for damage caused by persons who have taken control of the insured vehicle through theft, violence or concealment.

§ 2. Theft or embezzlement of the designated motor vehicle with replacement by a motor vehicle not owned by the policyholder

In the event of replacement of the stolen or embezzled motor vehicle by a motor vehicle that is not the property of the policyholder or of the owner of the stolen or embezzled motor vehicle, paragraph 1 shall apply.

For the motor vehicle that is being replaced, this agreement does not provide cover unless the insurer and the policyholder have agreed otherwise.

§ 3. Theft or embezzlement of the designated motor vehicle with replacement by a motor vehicle owned by the policyholder

If the designated motor vehicle has been stolen or embezzled and is replaced before suspension of the contract by a motor vehicle owned by the policyholder or by the owner of the stolen or embezzled motor vehicle, the cover remains acquired for the stolen or embezzled motor vehicle, except for the damage caused by the persons who have taken control of the insured motor vehicle by theft, violence or concealment. In the event of termination of the contract, this cover lapses when the termination of the contract takes effect.

Upon notification of the replacement of the vehicle, the contract shall remain in force for the motor vehicle that replaces the stolen or embezzled vehicle, in accordance with the policy conditions, including the rate, applicable at the insurer at the time of replacement and in function of the new risk.

If the policyholder does not accept the policy conditions, including the premium, he must terminate the contract in accordance with Articles 26 and 27 § 9.

If the insurer proves that the new risk has characteristics which are not covered by his acceptance criteria in force at the time of replacement of the vehicle, he may cancel the contract in accordance with Articles 26 and 30 § 11.

In the event of termination, the policy conditions, including the premium, which were applicable before the replacement of the vehicle shall continue to apply until such time as the termination takes effect.

Art. 12. Other situations of disappearance of risk

§ 1. Disappearance of the risk without replacement of the designated motor vehicle

If the risk no longer exists and the designated motor vehicle is not replaced, the policyholder may request that the contract be suspended. In that case, the suspension shall take effect from the date of notification and Articles 23 to 25 shall apply, except in cases of transfer of ownership, theft or embezzlement of the designated motor vehicle referred to in Articles 10 and 11.

§ 2. Disappearance of the risk by replacement of the designated motor vehicle by a motor vehicle which is not the property of the policyholder

After notification of the replacement of the designated motor vehicle by a

	<p>motor vehicle, that is not the property of the policyholder or of the owner of the designated motor vehicle prior to the suspension of the contract, this contract does not provide cover unless the insurer and the policyholder have agreed otherwise.</p> <p>§ 3. Disappearance of the risk by replacing the described motor vehicle with a motor vehicle owned by the policyholder</p> <p>After notification of the replacement of the designated motor vehicle by a motor vehicle owned by the policyholder or by the owner of the designated motor vehicle prior to the suspension of the contract, the cover shall only be extended to the replacement motor vehicle at the time desired by the policyholder. At the same time, the cover in respect of the designated motor vehicle ends.</p> <p>With regard to the replacement vehicle, the contract shall continue to exist in accordance with the policy conditions, including the rate, applicable to the insurer at the time of replacement and in function of this new risk.</p> <p>If the policyholder does not accept the policy conditions, including the premium, he must terminate the contract in accordance with Articles 26 and 27 § 9. If the insurer proves that the new risk has characteristics which are not covered by his acceptance criteria in force at the time of replacement of the vehicle, he may cancel the contract in accordance with Articles 26 and 30 § 11.</p> <p>In the event of termination, the conditions of insurance, including the premium, which were applicable before the replacement of the vehicle shall continue to apply until the termination takes effect.</p>
Art. 13. Rental agreement	<p>The provisions of Article 10 shall also apply in the event of termination of the policyholder's rights in respect of the designated motor vehicle, which he has acquired in performance of a rental agreement or a similar agreement.</p>
Art. 14. Recovery by the government	<p>Where the designated motor vehicle is recovered as being owned or rented, the contract is suspended by the sole fact that the recovering government takes possession of the vehicle.</p> <p>Either party may terminate the contract in accordance with Articles 26 and 27 § 8 or 30 § 8.</p>

2.4. Term – premium – modifications to the policy conditions and premium

Art. 15. Term of the contract	<p>§ 1. Maximum term</p> <p>The term of the contract is not longer than one year.</p> <p>§ 2. Tacit renewal</p> <p>Unless one of the parties objects at least three months before the due date of the contract, in accordance with Articles 26, 27, §2 and 30, §2, the contract shall be tacitly renewed for subsequent periods of one year.</p> <p>§ 3. Short term</p> <p>Agreements whose duration is shorter than one year will not be tacitly</p>
-------------------------------	---

	<p>renewed unless otherwise agreed.</p>
<p>Art. 16. The payment of the premium</p>	<p>The premium, plus taxes and contributions, shall be paid on the due dates at the latest on the request of the insurer.</p> <p>If the premium is not paid directly to the insurer, the payment of the premium to a third party shall be discharging if the third party demands payment and if he is evidently acting as proxy of the insurer for the collection of the premium.</p>
<p>Art. 17. The insurance certificate</p>	<p>As soon as the insurance cover is granted to the policyholder, the insurer will provide him with a certificate of insurance showing the existence of the contract.</p> <p>The insurance certificate is not valid when the contract is annulled and ceases to be valid as from the termination of the contract or as from the moment of the termination or suspension of the contract.</p>
<p>Art. 18. Non-payment of the premium</p>	<p>§ 1. Notice of default</p> <p>In the event of non-payment of the premium on the due date, the insurer may suspend the cover or terminate the contract if the policyholder has been given notice of default by bailiff's writ or by registered letter.</p> <p>§ Suspension of cover</p> <p>The suspension of cover shall take effect after the expiry of the period specified in the notice of default but which may not be less than 15 days from the day following service or the day following delivery of the registered letter.</p> <p>If the cover is suspended, the payment by the policyholder of the premiums in default, as specified in the last notice of default or court decision, shall end that suspension.</p> <p>The suspension of the cover does not affect the right of the insurer to demand premiums that are still to be due later, provided that the policyholder has been given notice of default in accordance with paragraph 1 and the notice of default reminds him of the suspension of the cover. However, the insurer's right is limited to the premiums for two consecutive years.</p> <p>§ 3. Recourse by the insurer</p> <p>In the event of suspension of cover on grounds of non-payment of the premium, the insurer shall have a right of recourse against the policyholder, in accordance with Articles 44, 45, 1°, 55 and 63.</p> <p>§ 4. Termination of the contract</p> <p>In the event of non-payment of the premium, the insurer may terminate the contract in accordance with Articles 26 and 30 §3.</p>

<p>Art. 19. Modification of the premium</p>	<p>If the insurer increases the premium, the policyholder may cancel the contract in accordance with Articles 26 and 27 §3.</p> <p>The notification of the modification of the premium shall be made in accordance with the legislation in force.</p> <p>If the premium is modified pursuant to a clearly and precisely defined provision in the insurance contract, the policyholder shall not have a right of termination. This provision shall be without prejudice to the right of termination referred to in Article 27 §§ 7 and 9.</p>
<p>Art. 20. Modifications to the policy conditions</p>	<p>§ 1. Modification of the policy conditions for the benefit of the policyholder, the insured or any third party involved in the performance of the contract</p> <p>The insurer may modify the policy conditions in their entirety for the benefit of the policyholder, the insured or any third party involved in the execution of the contract.</p> <p>If the premium increases, the policyholder may terminate the contract in accordance with Articles 26 and 27, §3.</p> <p>§ 2. Modification of provisions which may affect the premium or the deductible</p> <p>If the insurer modifies the policy conditions relating to the alteration of the premium in relation to the damages which have occurred or to the deductible and that modification is not entirely for the benefit of the policyholder or the insured, the policyholder may terminate the contract in accordance with Articles 26 and 27, §3.</p> <p>If the deductible changes pursuant to a clearly and precisely defined provision in the insurance contract, the policyholder shall not have a right of termination.</p> <p>§ 3. Modification by a legislative decision of a public authority</p> <p>If the insurer modifies the policy conditions pursuant to a legislative decision of a public authority, the insurer shall clearly inform the policyholder of this.</p> <p>If the modification results in an increase in the premium, or if the modification is not uniform for all insurers, the policyholder may cancel the contract in accordance with Articles 26 and 27 § 3.</p> <p>In the absence of clear information, the highest possible guarantee under the law shall apply and the policyholder may terminate the contract in accordance with Articles 26 and 27 § 3.</p> <p>The insurer may terminate the contract in accordance with Articles 26 and 30 § 7 if he proves that he would not in any event have insured the risk as it follows from the new legal framework.</p> <p>§4. If the insurer proposes modifications other than those referred to in §§ 1 to 3, he shall clearly inform the policyholder accordingly.</p> <p>The policyholder may terminate the contract in accordance with Articles 26 and 27, §3.</p> <p>The policyholder shall also have the right of termination if he has not received clear information from the insurer about the change.</p> <p>§ 5. Method of communication</p>

	<p>Notification of the modification of the policy conditions and of the premium shall be given in accordance with the legislation in force..</p>
<p>Art. 21. Bankruptcy of the policyholder</p>	<p>§ 1. Subsistence of the contract</p> <p>If the policyholder should go bankrupt, the contract shall subsist to the benefit of all his creditors who become debtors to the insurer for the amount of premiums due as of the declaration of bankruptcy.</p> <p>§ 2. Termination of the contract</p> <p>The insurer and the trustee in bankruptcy shall nonetheless have the right to terminate the contract in accordance with Articles 26, 28 and 30, § 9.</p>
<p>Art. 22. Death of the policyholder</p>	<p>§ 1. Subsistence of the contract</p> <p>If the policyholder should die, the contract shall be maintained to the benefit of his heir who shall be liable for the payment of premiums.</p> <p>If the designated vehicle is attributed in full property to one of the heirs or to a devisee of the policyholder, the contract shall be maintained to the benefit of the latter.</p> <p>§ 2. Termination of the contract</p> <p>The heirs may terminate the contract, pursuant to articles 26 and 29, § 1.</p> <p>The heir or the devisee of the policyholder, who has acquired full ownership of the designated motor vehicle, may terminate the contract in accordance with Articles 26 and 29, §2.</p> <p>The insurer may terminate the contract in accordance to the Articles 26 and 30, § 10.</p>

2.5. Suspension of the contract

<p>Art. 23. Opposability of the suspension</p>	<p>The suspension of the contract is opposable to the injured person.</p>
<p>Art. 24. Re-entry into traffic of the designated motor vehicle</p>	<p>Upon notification of the re-entry into traffic of the designated vehicle, the contract shall be reactivated in accordance with the policy conditions, including the rate, in force at the time.</p> <p>When the contract is reactivated, the part of the premium which is not expended shall be taken in account.</p> <p>If the policy conditions have changed or the premium has increased, the policyholder may terminate the contract in accordance with Articles 26 and 27, §3.</p> <p>In the event of termination, the policy conditions, including the premium, which were applicable before the contract was suspended shall continue</p>

	to apply until the termination takes effect.
Art. 25. Entry into traffic of any other motor vehicle	<p>Upon notification of the entry into traffic of any other motor vehicle owned by the policyholder or of the owner of the previous designated motor vehicle, the contract will be reactivated under the policy conditions, including the rate, applicable at that time and in function of the new risk.</p> <p>When the contract is reactivated, the part of the premium that is not expended will be accounted for.</p> <p>If the policyholder does not accept the policy conditions, including the premium, he must terminate the contract in accordance with Articles 26 and 27, § 9.</p> <p>If the insurer proves that the new risk has characteristics which are not covered by his acceptance criteria in force at the time of the application for the reactivation of the contract, he may terminate the contract in accordance with Articles 26 and 30 § 11.</p> <p>In the event of termination, the policy conditions, including the premium, which were applicable before the suspension of the contract shall continue to apply until the termination takes effect.</p>

2.6. End of the contract

Art. 26. Termination modalities	<p>§ 1. Termination method</p> <p>Notice of termination shall be served by writ, registered letter, or letter of termination with acknowledgment of receipt.</p> <p>Termination on the grounds of non-payment of the premium may not be effected by the issue of a letter of termination with acknowledgment of receipt.</p> <p>§ 2. The effects of the termination</p> <p>Unless otherwise specified in Articles 27 and 30, the termination shall take effect after the expiry of a period of one month from the day following the service of the writ or, in the case of registered mail, from the day following its issue or from the day following the date of the receipt.</p> <p>§ 3. Premium credit</p> <p>The part of the premium relating to the period after the effective date of the termination shall be reimbursed by the insurer within a period of 30 days from the effective date of the termination.</p>
Art. 27. Termination options for the policyholder	<p>§ 1. Before the commencement of the contract</p> <p>The policyholder may terminate the contract if a period of more than one year elapses between the date of conclusion and the date of entry into force of the contract. Such notice must be given at least three months before the date on which the contract is to be commenced.</p>

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

§ 2. At the end of each insurance period

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

The cancellation shall take effect on that due date.

§ 3. Modification of the policy conditions and of the premium

The policyholder may terminate the contract if the premium, the policy conditions or the deductible change as referred to in Articles 19 and 20.

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

§ 4. After declaration of loss

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

The cancellation must be made at the latest one month after the payment of the. Termination shall take effect after the expiry of a period of 3 months from the day following the service of the writ or the day following the date of the acknowledgement of receipt or, in the case of registered mail, from the day following its delivery.

§ 5. Change of insurer

The policyholder may terminate the contract in the event of transfer by the insurer of the rights and obligations arising from the contract.

The termination must take place within a period of 3 months from the publication in the Belgian Official Gazette of the decision of the National Bank of Belgium to approve the transfer.

The notice of termination shall take effect after the expiry of a period of 1 month, counting from the day following the service of the writ or the day following the date of the acknowledgement of receipt or, in the case of a registered letter, counting from the day following its issue, or on the annual premium due date if this is before the expiry of the aforementioned 1 month.

This termination option does not apply to mergers and divisions of insurance undertakings, nor to transfers carried out in the context of a contribution of the totality of assets or of a branch of activity, nor to other transfers between insurers forming part of the same consolidated group.

§ 6. Discontinuation of the insurer's activities

The policyholder may terminate the contract in the event of bankruptcy, composition or withdrawal of the insurer's accreditation.

§ 7. Diminution of risk

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

§ 8. Recovery by the government

The policyholder may terminate the agreement if it is suspended due to a

	<p>recovery by the government of the described motor vehicle as being owned or rented .</p> <p>§ 9. Replacement of motor vehicle or reactivation of the suspended contract</p> <p>If, in the event of replacement of a motor vehicle or reactivation of the suspended contract, the policyholder does not accept the policy conditions, including the premium, he must terminate the contract within a period of one month from the date of receipt of notification thereof.</p> <p>§ 10. Combination policy</p> <p>If the insurer terminates one or more covers other than those referred to in Articles 38, 50, 56 to 59, the policyholder may terminate the entire contract.</p>
<p>Art. 28. Termination by the trustee in bankruptcy</p>	<p>The trustee in bankruptcy may terminate the contract within 3 months following the declaration of bankruptcy.</p>
<p>Art. 29. Termination by the heirs or devisee</p>	<p>The heirs of the policyholder may terminate the contract within 3 months and 40 days after the death of the policyholder.</p> <p>The heir or devisee of the policyholder, who has acquired full ownership of the designated motor vehicle, may terminate the contract within one month from the day on which the motor vehicle was allocated to him. This period of one month does not affect the period of 3 months and 40 days.</p>
<p>Art. 30. Termination options for the insurer</p>	<p>§ 1. Before the commencement of the agreement</p> <p>The insurer may cancel the contract if a period of more than one year elapses between the date of its conclusion and the date of its entry into force. Notice of termination must be given at least three months before the date on which the contract commences.</p> <p>Termination shall take effect on the commencement date of the contract.</p> <p>§ 2. At the end of each insurance period</p> <p>The insurer may terminate the contract at the end of any insurance period at least three months before its due date.</p> <p>The cancellation shall take effect on that due date.</p> <p>§ 3. In case of non-payment of the premium</p> <p>The insurer may terminate the contract in the event of non-payment of the premium, even without prior suspension of cover, if the policyholder has been served with notice of default.</p> <p>The cancellation takes effect after the expiry of the period specified in the notice of default, but at the earliest 15 days from the day following the service or the day following the delivery of the registered letter.</p> <p>The insurer may suspend its obligation to provide cover and terminate the contract if it has stipulated this in the same notice of default.</p> <p>In that case, the termination takes effect after the expiry of the period determined by the insurer, but at the earliest 15 days from the first day of suspension of the cover.</p>

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

In that case, termination shall take effect after expiry of the period specified in the notice of default, but at the earliest 15 days from the day following the service or the day following the delivery of the registered letter.

§ 4. After declaration of loss

1° The insurer may only terminate the contract after a damage in which indemnity has been or will be paid to the injured parties, with the exception of payments pursuant to article 50.

The termination must take place at the latest one month after the payment of the indemnity.

Termination shall take effect after the expiry of a period of 3 months from the day following the service of the writ or the day following the date of the receipt or, in the case of registered letter, from the day following its delivery.

Termination following a damage of one or more covers other than those referred to in Articles 38, 50, 56 to 59 does not entitle the insurer to terminate these covers.

2° The insurer may, at any time, terminate the contract after a damage has occurred, if the policyholder or the insured has failed to fulfill one of his obligations arising from the damage, with the intention of misleading the insurer, as soon as the insurer has filed a civil action complaint against one of these persons with the investigating judge or has summoned him to appear before the court, on the basis of articles 193, 196, 197, 496 or 510 to 520 of the Criminal Code. If the insurer waives his claim or if the criminal proceedings result in a dismissal or discharge, the insurer must compensate the damage resulting from such termination.

The termination shall take effect at the earliest 1 month from the day following service, the day following the date of the receipt or, in the case of registered letter, from the day following its delivery.

§ 5. Omission, inaccurate declaration and increase of the risk

The insurer may terminate the contract in the event of :

1° unintentional omission or unintentional inaccuracy of information about the risk at the time of the conclusion of the contract as referred to in article 4;

2° considerable and permanent increase of the risk during the course of the contract referred to in article 6.

§ 6. Technical requirements of the motor vehicle

The insurer may terminate the contract if :

1° the motor vehicle does not comply with the regulations on the technical requirements of the motor vehicles;

2° the vehicle, subject to the technical inspection, is not or no longer provided with a valid inspection certificate.

§ 7. New legal provisions

	<p>The insurer may terminate the contract if he provides proof that he would not in any event have insured the risk, as this result out of the change in the policy conditions because of a decision by the public authorities referred to in Article 20.</p> <p>§ 8. Recovery by the government</p> <p>The insurer may terminate the contract if it is suspended due to a recovery by the government of the described motor vehicle as being owned or rented.</p> <p>§ 9. Bankruptcy of the policyholder</p> <p>The insurer may terminate the contract in the event of the policyholder's bankruptcy at the earliest 3 months after the declaration of bankruptcy.</p> <p>§ 10. Death of the policyholder</p> <p>The insurer may terminate the contract after the death of the policyholder within 3 months from the day on which the insurer became aware of the death.</p> <p>§ 11. Replacement of motor vehicle or reactivation of the suspended contract</p> <p>If the insurer provides evidence that the new risk has characteristics which are not covered by his acceptance criteria in force at the time of replacement or reactivation, he may terminate the contract within a period of one month from the date on which he became aware of the characteristics of the new risk.</p>
<p>Art. 31. End of the contract after suspension</p>	<p>If the suspended contract is not reactivated before its due date, it shall end on that due date.</p> <p>If the contract is suspended within 3 months before its expiry date, the contract shall end on the next due date.</p> <p>The part of the premium which is not expended shall be reimbursed within 30 days of the final due date.</p>

3. Loss

<p>Art. 32. Declaration of loss</p>	<p>§ 1. Declaration term</p> <p>Any loss must be reported to the insurer or to any person designated for this purpose in the contract in writing immediately and at the latest within 8 days of its occurrence. However, the insurer may not invoke the fact that this period has not been observed if this notification has been made as soon as reasonably possible.</p> <p>This obligation rests on all insured persons.</p> <p>§ 2. Content of the declaration</p> <p>The declaration of loss must, as far as possible, indicate the causes, circumstances and probable consequences of the loss as well as the name, the surname and the residency of witnesses and injured parties. As far as possible, the form that the insurer makes available to the policyholder will be used for this purpose.</p>
-------------------------------------	--

	<p>§ 3. Additional notifications</p> <p>The policyholder and the other insured parties shall provide the insurer, or any person designated for that purpose in the contract, without delay with all useful information and documents requested by him. All summonses and in general all judicial and extrajudicial documents must be communicated by the insured to the insurer, or any person designated for that purpose in the contract, within 48 hours after they have been delivered or served on the insured.</p>
<p>Art. 33. Admission of liability by the insured</p>	<p>Any admission of liability, any settlement, any determination of damage, any promise of indemnity or any payment made by the insured, without written permission from the insurer, is not enforceable against him.</p> <p>The admission of facts or the provision of first financial or medical assistance by the insured can not provide grounds for the insurer to refuse cover.</p>
<p>Art. 34. Performance of the insurer in case of damage</p>	<p>§ 1. Indemnity</p> <p>The insurer pays the indemnity due in principal according to the provisions of the agreement.</p> <p>The insurer pays, even above the indemnity limits, the interest on the indemnity payable in principal, the costs relating to civil actions, including the indemnity for administration in criminal cases, as well as the fees and costs of the lawyers and the experts, but only insofar as those costs have been made by him or with his permission or, in the event of a conflict of interest that can not be attributed to the insured, insofar as these costs have not been unreasonably incurred. The costs recovered at the expense of third parties and the indemnity for administration must be repaid to the insurer.</p> <p>§ 2. Indemnity limits</p> <p>There is no indemnity limit for damage resulting from bodily injury.</p> <p>The indemnity limit for material damage amounts 100 million euros per damage. This amount is indexed in accordance with Article 3 of the Act of 21 November 1989 on the compulsory liability insurance for motor vehicles.</p> <p>§ 3. Leadership of the dispute</p> <p>From the moment that the insurer is obliged to intervene and insofar as it is invoked, he is obliged to stand behind the insured person in accordance with the provisions of the contract. With regard to civil interests and insofar as the interests of the insurer and of the insured party coincide, the insurer has the right to oppose the claim of the injured party instead of the insured. The insurer can compensate the latter if there is reason for doing so.</p> <p>§ 4. Indemnification of the rights of the insured</p> <p>The insurer's interventions do not contain any acknowledgment of liability on the part of the insured person and they must not cause him any disadvantage.</p> <p>§ 5. Communication of claims handling</p> <p>The final indemnity or the refusal to reimburse will be communicated to</p>

	<p>the policyholder as soon as possible.</p> <p>§ 6. Subrogation</p> <p>The insurer who has paid indemnity will be entitled to the amount of that indemnity in the rights and legal actions of the insured against the liable third parties.</p> <p>The insurer, who has paid indemnity in accordance with article 50, will be entitled to the amount of that indemnity in the rights and legal actions of the injured party against the liable third parties.</p>
<p>Art. 35. Criminal prosecution</p>	<p>§ 1. Means of defense</p> <p>If a loss gives rise to criminal prosecution against the insured, even if no settlement has yet been made about the civil interests, the insured can freely choose his means of defense at his own expense.</p> <p>The insurer must limit himself to determining the means of defense with regard to the extent of the insured's liability and the amounts demanded by the injured party, without prejudice to Article 34 in respect of the civil interests.</p> <p>The insured is obliged to appear personally when the procedure requires this.</p> <p>§ 2. Remedies after conviction</p> <p>When the insured person is convicted under criminal law, the insurer can not object to using any legal remedy at his own expense, nor may he intervene in the choice of legal remedies in criminal matters.</p> <p>The insurer has the right to pay the indemnity if there is reason to do so.</p> <p>When the insurer has voluntarily intervened, he must inform the insured person in good time of any legal remedy that the insurer establishes against the judicial decision regarding the extent of the insured's liability; the insured person decides at his own risk whether or not he follows the legal remedy provided by the insurer.</p> <p>§ 3. Fines, amicable settlements and costs</p> <p>The fines, the amicable settlements in criminal cases and the court costs in criminal cases, without prejudice to Article 34, § 1, second paragraph, are not at the expense of the insurer.</p>

4. Declaration on the loss that has occurred

<p>Art. 36. Obligation of the insurer</p>	<p>Within fifteen days following each policyholder's request and at the end of the contract, the insurer will make a statement to the latter about the losses that have occurred, stating the information provided by the regulation.</p>
---	---

5. Communications

<p>Art. 37. Recipient of the communications</p>	<p>§ 1. The insurer</p> <p>The communications and notifications intended for the insurer must be made to his address, his electronic address or to any person designated for that purpose in the contract.</p> <p>§ 2. The policyholder</p> <p>The communications and notifications intended for the policyholder must be made to the last address known by the insurer. These communications and notifications can also take place with the consent of the policyholder via electronic mail at the last address indicated by him.</p>
---	--

II. Provisions applicable to the cover statutory civil liability

1. The cover

<p>Art. 38. Object of the insurance contract</p>	<p>With this contract the insurer, in accordance with the aforementioned law of 21 November 1989 or, if applicable, the applicable foreign legislation and according to the provisions of this agreement, covers the civil liability of the insured parties as a result of a loss caused by the insured motor vehicle.</p>
<p>Art. 39. Territorial coverage</p>	<p>The cover is granted for a loss that occurred in any country for which the cover is provided according to the insurance certificate.</p> <p>This cover is granted for damage that has occurred on the public road or on public or private sites.</p>
<p>Art. 40. Loss abroad</p>	<p>If the loss occurred outside the Belgian territory, the cover provided by the insurer is that provided for by the legislation on compulsory motor vehicle insurance of the State in the territory of which the loss occurred.</p> <p>However, the application of that foreign law may not deprive the insured person of the broader cover provided by Belgian law.</p>
<p>Art. 41. Insured parties</p>	<p>Covered is the civil liability:</p> <p>1 ° from the policyholder;</p> <p>2 ° of the owner, of each holder, of every driver of the specified motor vehicle and of every person transported through it;</p> <p>3 ° of the owner, of every holder, of every driver and of every person transported by an insured motor vehicle referred to in Articles 10 and 11 according to the conditions stipulated therein;</p> <p>4 ° of the person who is legally responsible for the aforementioned persons.</p>
<p>Art. 42. Persons excluded</p>	<p>Are excluded from the right to indemnification :</p> <p>1° the person responsible for the damage, except in the case of liability for another person's act;</p> <p>2° the person who and to the extent that he is relieved of liability pursuant to a legal or regulatory provision.</p>

	<p>However, for the purposes of this article, the right to indemnification shall remain acquired in favour of the partially liable person up to the amount of the part of his damage attributable to an insured.</p>
<p>Art. 43. Damage excluded from indemnification</p>	<p>§ 1. The insured motor vehicle Damage to the insured motor vehicle is excluded.</p> <p>§ 2. The transported goods Damage to goods transported by the insured motor vehicle on a professional basis and for consideration is excluded, except for clothing and luggage belonging personally to the persons transported.</p> <p>§ 3. Damage caused by transported goods Damage which is not caused by the use of the insured motor vehicle but which is only due to the transported goods or to the actions required for this transport is excluded.</p> <p>§ 4. Licensed races Damage resulting from the insured motor vehicle's participation in speed, regularity or agility rides or races that have been authorised by the authorities is excluded.</p> <p>§ 5. Nuclear energy Indemnity for the damage in pursuance of the legislation on civil liability in respect of nuclear energy is excluded.</p> <p>§ 6. Theft of the insured motor vehicle Damage caused by persons who have taken control of the insured motor vehicle by theft, violence or concealment is excluded.</p>

2. The insurer's right of recourse

<p>Art. 44. Determination of the amounts that can be recovered</p>	<p>When the insurer is liable towards the injured parties, it has a right of recourse that relates to the net expenses of the insurer, being the indemnity principal, the court costs and interest, reduced by any deductibles and the amounts that it has been able to recover.</p> <p>This right of recourse can only be applied in the cases and to the persons mentioned in articles 45 to 48, up to the amount of the personal share in the liability of the insured.</p> <p>This recourse shall be determined as follows unless otherwise specified in Articles 45 to 47 :</p> <p>1° if the net expenses do not exceed 11,000 euros, the amount of the recourse shall be in full;</p> <p>2° if the net expenses exceed 11,000 euros, the latter amount shall be increased by half of the part exceeding the amount of 11,000 euros. This recourse is limited to a maximum of 31,000 euros.</p>
--	--

<p>Art. 45. Recourse against the policyholder</p>	<p>The insurer has a right of recourse against the policyholder:</p> <p>1° if the guarantee of the contract is suspended due to non-payment of the premium pursuant to Article 18;</p> <p>2° for the total amount of its net expenses, referred to in Article 44, second paragraph, in case of intentional omission or inaccuracy in the declaration of risk both during the conclusion, pursuant to Article 3 and during the performance of the contract, pursuant to Article 6.</p> <p>3° for the amount of the net expenses, as stipulated in Article 44, second paragraph, limited to 250 euros in case of non-intentional omission or inaccuracy in the declaration of risk, both during the conclusion, pursuant to Article 4 and during the performance of the contract, pursuant to Article 6.</p>
<p>Art. 46. Recourse against the insured</p>	<p>The insurer has a right of recourse against the insured:</p> <p>1° when he proves that he has caused the damage intentionally, for the total amount of his net expenses, as referred to in article 44, par. 2;</p> <p>2° when he proves that he caused the damage in one of the following cases of gross negligence and provided that the insurer proves that there is a causal link with the damage:</p> <p>a) driving in a state of intoxication;</p> <p>b) driving under the influence of drugs, medicines or hallucinogenic substances, as a result of which the insured no longer has the control of his actions;</p> <p>3° when it proves that the insured has caused the damage and is the perpetrator or accomplice of the offence of abuse of trust, fraud or embezzlement with regard to the use of the motor vehicle;</p> <p>4° to the extent that the insurer proves that he has suffered damage when the insured has not performed a certain action within a period set by the contract. This right of recourse cannot be exercised if the insured proves that he performed this action as soon as reasonably possible.</p>
<p>Art. 47. Recourse against the policyholder and the insured</p>	<p>§ 1. Recourse with causal link</p> <p>The insurer has a right of recourse against the policyholder and, if there is ground to do so, against the insured who is not the policyholder:</p> <p>1° if, at the time of the damage, the designated motor vehicle, which is subject to Belgian regulations on roadworthiness testing, does not comply with these regulations and is put into traffic outside the authorized route. This recourse can only be applied if the insurer proves that there is a causal link between the condition of the vehicle and the damage;</p> <p>2° when the damage occurs during participation in a speed, regularity or agility ride or race, which has not been authorized by the authorities. This recourse may only be applied if the insurer proves that there is a causal link between the participation in such a ride or race and the damage;</p> <p>3° when the damage occurs, while the maximum number of passengers permitted by law or contract is exceeded. Such recourse shall be limited to the expenses relating to the passengers and shall be proportionate to the ratio of the excess number of passengers to the number of passengers actually transported, without prejudice to the application of Article 44. This</p>

	<p>recourse can only be applied if the insurer proves that there is a causal link between the excess of the permitted number of passengers and the damage claim;</p> <p>4° when the damage occurs, while the transported persons occupy places contrary to the regulatory or contractual provisions, with the exception of exceeding the maximum number of passengers allowed, recourse shall be exercised for the total of the expenses relating to these persons transported, without prejudice to the application of Article 44. This recourse can only be applied if the insurer proves that there is a causal link between taking a non-conforming place in the motor vehicle and the damage.</p> <p>§ 2. Recourse without causal link</p> <p>The insurer has a right of recourse against the policyholder and, if there is ground to do so, against the insured who is not the policyholder, if he proves that, at the time of the damage claim, the insured motor vehicle is driven:</p> <ul style="list-style-type: none"> a) by a person who does not meet the minimum age required by Belgian law to drive the motor vehicle; b) by a person who does not have a valid driving licence to drive the motor vehicle; c) by a person who does not respect specific restrictions on driving the motor vehicle mentioned on his driving licence; d) by a person who is prohibited from driving in Belgium even if the damage occurs abroad. <p>There is no right of recourse for points a), b) and c) if the person driving the motor vehicle abroad meets the conditions prescribed by local laws and regulations to drive the motor vehicle.</p> <p>There is no right of recourse for points b), c) and d) if the insured proves that this situation is due to non-compliance with a purely administrative formality.</p> <p>§ 3. Contestation of recourse</p> <p>However, for all the situations mentioned in this article, the insurer may not pursue a recourse against an insured if the latter demonstrates that the defaults or the facts on which the recourse is based are attributable to another insured and that they have occurred contrary to his instructions or without his knowledge.</p>
<p>Art. 48. Recourse against the perpetrator or the person liable under civil law</p>	<p>The insurer shall have a right of recourse against the perpetrator of the accident or the person liable under civil law in the event of transfer of ownership if he proves that the insured is a person other than the one referred to in Article 10 § 1, paragraph 4.</p>
<p>Art. 49. Application of a deductible</p>	<p>The policyholder shall pay the insurer the amount of the applicable exemptions provided for in the agreement. This payment never exceeds the expenses of the insurer. The application of the exemptions must be carried out before the application of any recourse.</p> <p>The policyholder undertakes to reimburse the insurer's expenses, in principal and costs, up to the amount of 148,74 euros, if a damage occurs</p>

when the driver of the vehicle is less than 23 years old.

III. Provisions applicable to the indemnification of certain traffic accident victims

1. The duty to indemnify

1.1. Legal basis

Art. 50. Indemnification of vulnerable road users	The insurer is obliged, in accordance with article 29bis of the aforementioned Act of 21 November 1989, to compensate all damage as described in the aforementioned article.
Art. 51. Indemnification of innocent victims	The insurer is obliged, in accordance with article 29ter of the aforementioned Act of 21 November 1989, to compensate all damage as described in the aforementioned article.

1.2. Territorial scope of the duty to indemnify

Art. 52. Territorial scope of the duty to indemnify for vulnerable road users	<p>This duty to indemnify, referred to in article 50, applies to the insured vehicle as soon as Belgian law is applicable, with the exception of accidents that have occurred in a country not mentioned on the insurance certificate.</p> <p>The duty to indemnify applies to damage that has occurred on public roads or on sites accessible to the public or only to a certain number of persons who have the right to access them.</p>
Art. 53. Territorial scope of the duty to indemnify for innocent victims	<p>The duty to indemnify, as referred to in Article 51, only applies to accidents that have occurred on the Belgian territory.</p> <p>The duty to indemnify applies to damages that have occurred on public roads or on sites accessible to the public or only to a certain number of persons who have the right to access them.</p>
Art. 54. Damage excluded from indemnity	<p>§ 1. Licensed races</p> <p>The damage resulting from the insured vehicle participating in speed, regularity or agility rides or races that have been authorized by the authorities is excluded.</p>

	<p>§ 2. Nuclear energy</p> <p>Indemnity for the damage in pursuance of the legislation on civil liability in respect of nuclear energy is excluded.</p> <p>§ 6. Theft of the insured motor vehicle</p> <p>The damage resulting from the involvement of the insured vehicle after persons have gained control of it through theft, violence or concealment is excluded.</p>
--	--

2. The right of recourse of the insurer

<p>Art. 55. Recourse against the policyholder and the insured</p>	<p>The insurer has no right of recourse against the policyholder, or against the insured, unless the policyholder or the insured is fully or partially liable for the accident.</p> <p>In that case, the insurer may pursue recourse in accordance with Articles 44 to 49.</p>
---	--

IV. Provisions applicable to the additional guarantees

1. The guarantees

<p>Art. 56. Temporary replacement motor vehicle</p>	<p>§ 1. Scope</p> <p>The cover extends, under the conditions in this article, to the use of a motor vehicle belonging to a third party other than the designated motor vehicle, without any notification to the insurer being required.</p> <p>Are not third parties as referred to in the first paragraph :</p> <ul style="list-style-type: none"> - the policyholder or, if the policyholder is a legal person, any driver of the designated motor vehicle, the name of which has been communicated to the insurer, - the persons who live with the aforementioned persons, including those who stay outside the principal residence of the policyholder for study reasons, - the owner or usual bearer of the designated motor vehicle. <p>This cover applies to the motor vehicle that replaces the designated motor vehicle and is intended for the same use when the designated motor vehicle is permanently or temporarily unusable, due to maintenance, modifications, repairs, technical inspection or technical total loss.</p> <p>If the described motor vehicle is a two- or three-wheeler, the cover cannot under any circumstances include a motor vehicle with four or more wheels.</p> <p>§ 2. Insured parties</p> <p>In their capacity as driver, bearer or passenger of the replacement motor vehicle, or as the person liable under civil law for the driver, bearer or</p>
---	---

	<p>passenger, the civil liability is covered of :</p> <ul style="list-style-type: none"> - the owner of the designated motor vehicle; - the policyholder and, if the policyholder is a legal person, the authorised driver of the designated motor vehicle; - all persons who reside with the aforementioned insured parties, including those who reside outside the principal residence of the policyholder or of the owner for study reasons; - any person whose name is mentioned in the contract. <p>§ 3. Entry into force and duration of cover</p> <p>This cover takes effect at the moment that the designated motor vehicle can no longer be used and ends when the replacement motor vehicle is returned to the owner or to a person designated by him.</p> <p>The motor vehicle must be returned within a reasonable period of time after receipt of the notification that the designated motor vehicle is available.</p> <p>The cover does not exceed 30 days.</p> <p>§ 4. Cover extension at recourse</p> <p>When using a motor vehicle under the conditions referred to in this article, cover is also acquired in the event that the insured is obliged to repay the indemnities paid to the injured parties in execution of another insurance contract, pursuant to and in accordance with the application of the right of recourse referred to in Articles 44, 47, § 1, 1°, and 48.</p>
<p>Art. 57. Towing of a motor vehicle</p>	<p>If the insured motor vehicle occasionally tows any motor vehicle with a breakdown, the civil liability of the person who has delivered the chain, the mooring line, the rope, the stand or any other equipment for towing is covered. In this case, the civil liability of that person is also covered for the damage caused to the towed vehicle.</p> <p>If the insured motor vehicle occasionally tows another motor vehicle with a breakdown, which is not a trailer, the damage caused by the towing motor vehicle to the towed motor vehicle is covered.</p> <p>If another motor vehicle occasionally tows the insured motor vehicle with a breakdown, the damage caused by the towed motor vehicle to the towing motor vehicle is covered.</p> <p>For the cover in the second and third paragraphs, the civil liability of the persons referred to in Article 41 is covered.</p>
<p>Art. 58. Cleaning and repairing of the interior coating of the insured motor vehicle</p>	<p>The insurer indemnifies the costs actually paid by the insured for the cleaning and repair of the interior coating of the insured vehicle when these costs result from the free transport of persons injured by a traffic accident.</p>
<p>Art. 59. Guarantee</p>	<p>§ Requirement of a foreign authority</p> <p>If a foreign authority, following a damage that has occurred in one of the countries for which cover is provided according to the insurance certificate, with the exception of Belgium, which, in order to protect the rights of the injured parties, requires an amount to be deposited for the release of a seizure on the designated motor vehicle or for the release on</p>

	<p>bail of the insured, the insurer shall pay the required deposit or shall offer his personal guarantee up to a maximum of 62.000 euros for the designated motor vehicle and for all insured persons together, plus the costs of its composition and recovery of the deposit, which shall be payable by the insurer.</p> <p>§ 2. Deposit paid by the insured person</p> <p>If the deposit has been paid by the insured, the insurer will either substitute his personal guarantee or, if the deposit is not accepted, refund the amount of the deposit to the insured.</p> <p>§ End of the guarantee</p> <p>As soon as the competent authority agrees to release the deposit paid or to lift the guarantee by the insurer, the insured must, at the request of the insurer, complete all formalities that may be required of him for its release or lifting.</p> <p>§ 4. Forfeiture</p> <p>If the competent authority declares the deposit paid by the insurer forfeited in whole or in part or uses it to pay a fine, a criminal settlement or court costs in criminal cases, the insured is obliged to repay the insurer, at his simple request.</p>
Art. 60. Territorial coverage	These additional guarantees shall be granted in accordance with Article 39.
Art. 61. Damage abroad	These additional guarantees shall be granted in accordance with Article 40.
Art. 62. Exclusions	For these additional guarantees, the exclusions provided for in Articles 42 and 43 shall apply.

2. The right of recourse of the insurer

Art. 63. Recourse and deductible	The insurer's right of recourse stipulated in Articles 44 to 48 and the application of the deductible as stipulated in Article 49 shall apply to Articles 56 and 57.
----------------------------------	--

3. Provision applicable to the indemnification of certain road accident victims

Art. 64. Temporary replacement motor vehicle	Where a motor vehicle is used under the conditions laid down in Article 56, Articles 50 to 55 shall apply.
--	--

V. Other general provisions

1. A posteriori personalisation system

Art. 65. Field of application	The provisions which follow apply to the premiums for motor vehicles used for tourism or business purposes or for mixed use, as well as to vehicles used for the transport of goods, the maximum admissible weight of which does not exceed 3.5 metric tons, to the exclusion of motor vehicles which, by virtue of the Royal Decree of 3 February 1992 which fixes the rate standards for mandatory civil liability insurance for motor vehicles are not subject to the a posteriori personalisation system.	
Art. 66. Scale of degrees and corresponding premiums	Degrees	Level of premiums in relation to the basic level 100
	22	200
	21	160
	20	140
	19	130
	18	123
	17	117
	16	111
	15	105
	14	100
	13	95
	12	90
	11	85
	10	81
	9	77
	8	73
	7	69
	6	66
	5	63
	4	60
	3	57
	2	54
	1	54
	0	54
Art. 67. Mechanism for entry in the system	Entry into the system is at degree 14 in the scale, except in the case of limited use of a vehicle for tourism or business purposes or mixed use where entry is at degree 11.	

	<p>This derogation applies only when the vehicle is used :</p> <ul style="list-style-type: none"> a) for private purposes and on the way to work (travel between two places of work are considered as professional use), with the exclusion of all use for professional purposes other than those referred to below ; b) for professional purposes, but exclusively : <ul style="list-style-type: none"> • by persons exercising a full-time wage-earning or salaried profession, who are not part of the external services of the companies or organizations which employ them (people considered as part of external services are those whose professional activity entails regular missions outside the insurer) ; • by self-employed individuals exercising a full-time sedentary profession ; • by the officiants of a religion recognized by the law ; • by farmers and market gardeners who participate regularly in the manual works of the insurer.
<p>Art. 68. Mechanism of moving on the scale of degrees</p>	<p>The premium varies on each annual due date of the premium in accordance with the scale of degrees reproduced here in relation to the number of losses and in accordance with the rules defined below.</p> <p>Elements taken into account to adjust the degree of personalisation, are the losses for which the insurer which covered the risk at the time of the loss, has paid or has to pay indemnities in favour of the injured persons.</p> <p>The period of insurance observed is closed each year, at the latest on the 15th of the month which precedes the month in which the annual premium is due. If for any reason, it is less than nine and a half months, it shall be attached to the subsequent period of observation.</p>
<p>Art. 69. Mode of functioning of the mechanism</p>	<p>The movements are carried out according to the following mechanism:</p> <ul style="list-style-type: none"> a) by observed period of insurance : unconditional drop of one degree ; b) by observed period of insurance comprising one or more losses : a climb of 5 degrees per loss.
<p>Art. 70. Restriction to the mechanism:</p>	<ul style="list-style-type: none"> a) Whatever the number of years without loss or the number of losses, degrees 0 or 22 will never be exceeded ; b) The insured party which has had no loss in four consecutive observed insurance periods which is nonetheless at a degree higher than 14, is automatically brought to a basic degree of 14.
<p>Art. 71. Rectification of the degree</p>	<p>If it should turn out that the personalisation degree of a policyholder was fixed or adjusted erroneously, the degree is corrected and the differences of premiums resulting therefrom are reimbursed to the policyholder or reclaimed from him by the insurer, depending on the case.</p>

	<p>The amount reimbursed by the insurer is increased by legal interest in cases where the rectification is carried out more than a year after the attribution of the wrong degree. This interest accrues from the moment when the wrong degree was applied.</p>
Art. 72. Change of vehicle	<p>A change of vehicle has no effect on the degree of personalisation.</p>
Art. 73. Resumption	<p>If a suspended contract is resumed, the degree of personalisation reached at the moment the contract was suspended remains intact.</p>
Art. 74. Change of insurer	<p>If, prior to concluding the contract, the policyholder was insured by another insurer which applies the a posteriori personalisation system, he must declare to the insurer the losses which occurred from the date of certification delivered by the other insurer to the effective date of the contract.</p>
Art. 75. Certificate in case of termination of contract	<p>Within 15 days of the termination of the contract, the insurer shall communicate to the policy director the information required to determine the exact degree.</p>
Art. 76. Contract concluded previously in another EC member state	<p>If the contract is concluded by a person who, in the course of the last five years, had concluded a contract in accordance with the legislation of another EC member state, the personalized premium shall be fixed at a degree which takes into account, for the last five insurance years preceding the effective date of the contract, the number of losses per insurance year for which the foreign insurer paid or had to pay indemnities to injured persons.</p> <p>The policy holder shall produce the documents required in proof.</p>

2. Personal information

Art. 77.

How we use Personal Information

We are committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) to share their Personal Information with us.

The types of Personal Information we may collect and why - Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) or (where we require it and are legally permitted to collect it) information about criminal convictions, as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Assessments and decisions about the provision and terms of insurance and the settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis
- (Internal) audit

Sensitive Personal Information – In connection with the provision of insurance and the assessment of a claim, we will collect, use and disclose certain Sensitive Personal Information concerning your health and medical conditions. Where we do this, we will do so with your explicit consent and as otherwise permitted by law.

Criminal convictions and offenses - In the context of the provision of insurance cover and the assessment of a claim, we will collect, use and disclose certain Personal Data relating to criminal convictions and criminal offenses to third parties in accordance with the applicable legislation. When we do this, we will do so when necessary for the management of our disputes in the context of providing insurance coverage or otherwise in the cases permitted by law.

Sharing of Personal Information - For the above purposes, Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including

details of injuries) may be recorded on claims registers shared with other insurers. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of your Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to request that we correct inaccurate data, erase data, or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator in your country. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at <http://www.aig.be/privacy> or you may request a copy by writing to: Data Protection Officer, AIG Europe, Pleinlaan 11, 1050 Brussels or by email at: dataprotectionofficer.be@aig.com.

3. Terrorism

Art. 78 Membership TRIP

This guarantee also covers damage caused by an act of terrorism, as defined and regulated by the law of 1 April 2007 (BS 15 May 2007). In this context, the insurer is a member of the non-profit association TRIP (Terrorism Reinsurance and Insurance Pool), with registered office at 1000 Brussels, de MeeÛsquare 29.

Both the principle and the modalities for the indemnification of a claim resulting from an act of terrorism are now determined by a Committee, separate from the insurance companies and established in accordance with article 5 of the law of 1 April 2007. For all our commitments towards all our insured parties, we cover, in accordance

with the provisions of this law, together with the other members of TRIP and the Belgian State, the events that occurred in a calendar year for an amount of 1 billion euros.

4. Other provisions

<p>Art. 79. Sanctions /embargoes exclusion</p>	<p>The insurer is not required to provide cover or make any payment under this insurance contract if that would be in conflict with any sanction laws or regulations under which the insurer, its parent or the entity ultimately controlling it could be subject to any sanction under sanction laws or regulations.</p>
<p>Art. 80. Complaints</p>	<p>Complaints</p> <p>The insurer is committed to treat the insured fairly and courteously and to respond quickly to requests and questions. In case the insured, despite the efforts of the INSURER, is not satisfied, a complaint can be made:</p> <ul style="list-style-type: none"> • by email: belgium.complaints@aig.com • by telephone: 02 739 9691 • by fax: 02 739 9393 • by post: AIG Europe S.A., Complaints, Pleinlaan 11 Boulevard de la Plaine, Brussel 1050 Bruxelles <p>In case a complaint is made, the insurer requests the insured to mention the policy number and/or the number of the claim file, as well as the name of the contact person at the insurer, if available.</p> <p>Insurance Ombudsman</p> <p>If the insurer cannot offer the insured a satisfactory solution and if the complaint concerns the insurance contract, the insured can also call upon the Insurance Ombudsman: De Meeûssquare 35 Square de Meeûs, Brussel 1000 Bruxelles – Tel. 02 547 58 71 – Fax 02 547 59 75 – info@ombudsman.as – www.ombudsman.as.</p> <p>Filing a complaint does not affect the possibility of the insured to begin legal proceedings.</p>
<p>Art. 81. Jurisdiction and applicable law</p>	<p>Disputes arising under this insurance contract are governed by Belgian law and shall be settled by the competent Belgian courts.</p>