

GENERAL CONDITIONS

SUMMARY OF ARTICLES

Preface

1. What is the purpose of the insurance?
2. What is an accident?
3. Where is the insurance valid?
4. What are the sums insured?
5. What accidents are not covered?
6. From when are you covered?
7. What must you do in case of a claim?
8. What are our obligations?

PREFACE

The guarantees under the present only apply if the contract indicates that they are covered.

Art. 1. WHAT IS THE PURPOSE OF THE INSURANCE?

A. In “Occupants of the car”

To pay the agreed sums when the policyholder or any person suffers a physical injury as a result of an accident that occurs:

- while
 - > they are a driver or passenger in the motor vehicle registered under the number indicated in the contract or, when this is temporarily out of use, in the motor vehicle replacing this, for a period not exceeding one month, from date to date.
 - > entering or exiting from it;
 - > they are on the way for minor repair or breakdown work;
- When they actively participate in the saving of persons or goods in danger on the occasion of a traffic accident;
- When they are loading or unloading the vehicle in immediate proximity to it.

B. In “Occupants of the car” LIMITED TO THE DRIVER

To pay the agreed sums when the policyholder or any person suffers a physical injury as a result of an accident that occurs:

- while
 - > he is a driver in the motor vehicle registered under the number indicated in the contract or, when this is temporarily out of use, in the motor vehicle replacing it, for a period not exceeding one month, from date to date.
 - > entering or exiting from it;
 - > he is on the way for minor repair or breakdown work;
- when he actively participates in the saving of persons or goods in danger on the occasion of a traffic accident;
- when he is loading or unloading the vehicle in immediate proximity to it.

Art. 2. WHAT IS AN ACCIDENT?

A sudden event which causes a physical injury and the cause or one of the causes of which is outside the body of the victim.

Art. 3. WHERE IS THE INSURANCE VALID?

The insurance is valid in all the countries where the standard contract of compulsory Civil Liability insurance for motor vehicles applies.

Art. 4. WHAT ARE THE SUMS INSURED?

The sums indicated in the contract. They are insured per person in case of death, permanent disability and treatment costs. The permanent invalidity and death compensations are not cumulative.

When are they increased?

Euro Insurances

- In case of death, following the same accident, of an insured party and his spouse, beneficiary of the cover.

the insured sums payable to the dependent children are doubled.



of controlling his actions on a nervous or mental level;

In case of permanent disability: the insured sums are doubled if the victim is less than 15 years of age at the time of the accident.

When are they limited?

- In case of death, the compensation is limited to the reimbursement of funeral expenses up to 25% of the sum insured:

>When the victim is under 15 years of age or 75 years of age and over at the time of the accident
> when the victim leaves no spouse, or legal heirs to the 4th degree inclusive, or named beneficiary.

In case of permanent disability, the insured sums are reduced by half for persons aged 75 and over at the time of the accident.

If, at the time of the accident, the number of occupants in the vehicle is greater than that provided for by the manufacturer, the insured sums are reduced in proportion to the relationship existing between the number provided for and the actual number, without taking account of children under 4 years of age. Children from 4 to 15 are considered as occupying 2/3 of a seat each.

Art. 5. WHAT ACCIDENTS ARE NOT COVERED?

1. The following accidents are not covered:
 - a. 1°) those which occur when the driver does not satisfy, in Belgium or abroad, the conditions provided for by the law or the local regulations for driving the vehicle or is disqualified from driving in Belgium;
 - 2°) those caused intentionally or through suicide or attempted suicide;
 - 3°) those which occur when the insured party is driving or participating in races or trials for speed, regularity or skill. Tourist or leisure rallies are however covered;
- b. 1°) those which occur when the driver or passenger is in a criminal state of drunkenness or intoxication from alcohol, or in a similar condition resulting from products other than alcoholic drinks or has committed a reckless act or one for a bet or a challenge;
- 2°) those which occur when the driver is incapable

Euro Insurances

3°) those which occur when the regulations on the roadworthiness test have not been observed.

days of its date. The declaration must be accompanied by a detailed medical certificate.

The exclusions of point b do not apply if the insured party demonstrates the absence of causal relationship between the fact generating the exclusion and the claim.

2. Not covered are the accidents which occur:
 - a. to a garage mechanic, a repairer, a service station operator or their agents when a vehicle included in the cover has been entrusted to them to work on it;
 - b. to the driver or passenger of a vehicle assigned for the transport for reward of persons or to the carriage of goods for hire or reward when at the time of the accident he is carrying on these duties in this vehicle;
 - c. when the vehicle is used without the knowledge of the policyholder or has been rented out.
3. Not covered are accidents resulting from the following gross negligence:
 - a. the driving of a vehicle when the condition of its tyres no longer fulfils the conditions required by Belgian laws and decrees, unless the beneficiary demonstrates that there is no relationship, direct or indirect, between this situation and the accident;
 - b. the accidents due to a failure to maintenance the braking, lighting and/or steering system;
 - c. the accidents due to the fact that the insured party was not on a seat attached to the bodywork.
4. Not covered are the claims resulting:
 - a. from a civil or military war;
 - b. from labour unrest, riot, popular movement, act of terrorism or sabotage, unless the insured party demonstrates that he did not participate in this event;
 - c. the effects of a nuclear accident within the meaning of article 1,a),i) of the Paris Convention of 29th July 1960;
 - d. from a natural disaster.

Art. 6. FROM WHEN ARE YOU COVERED?

From signing the contract

Art. 7. WHAT MUST YOU DO IN THE EVENT OF A CLAIM?

Any accident must be declared in writing to the Company immediately by registered letter and at the latest within 8

Euro Insurances



Moreover, any fatal accident must be brought to the attention of the Company on the same day.

Moreover, the insured party must supply all the useful information concerning the accident and notably, in case of extension of disability, send the Company a medical certificate within five days of its commencement.

In case of death, the Company may make the payment of compensation subject to an autopsy carried out at its expense.

The insured party, victim of an accident, is obliged to meet with representatives from the Company and facilitate their investigations. He authorises his doctor to reply to all requests for information coming from the medical officer of the Company. He undertakes to undergo a medical examination at the expense of the Company each time it will be required.

Art. 8. WHAT ARE OUR OBLIGATIONS?

A. Assessment and payment of compensation:

- DEATH:

In case of death of the insured party within the 3 years following the accident which caused it, the Company pays the sum insured, possibly decreased by the sums already paid for permanent invalidity.

The payment is made to the spouse from whom he is not living apart or not legally separated; failing this, to the legal heirs up to the 4th degree;

In the absence of the aforementioned beneficiaries, the Company reimburses to the person who paid them, the funeral expenses, up to 25% of the sum insured with a maximum of 2,480 EUR.

The compensation is limited to 50% of the sum insured, if the insured party is aged over 75 on the day of the accident.

- PERMANENT INVALIDITY

1. In case of permanent disability, the Company pays the insured party the insured sum or part of it, proportionate to the degree of invalidity fixed either by the Official Scale of Disabilities (B.O.B.I.) or by the following scale, choosing the rate most favourable to the insured party:

- a. the total permanent disability results exclusively from:
 - > the total and permanent loss of sight;
 - > the complete loss of the use of both hands, both

b. the permanent partial disability is fixed, without taking account of the profession or occupations of the insured party, at the following rates for the complete functional loss:

- feet, or of one hand and one foot;
- > complete paralysis;
- > incurable mental disorder.

Euro Insurances

			Right	Left
Of one eye	30%	Of the upper limb	75%	60%
Of one ear	15%	Of the forearm	65%	55%
Of both ears	45%	Of the hand	60%	50%
Of a lower limb	60%	Of the thumb	20%	18%
Of one leg	50%	Of the index finger	16%	14%
Of one foot	40%	Of the middle finger	12%	10%
Of one big toe	5%	Of the ring finger	10%	8%
Of any other toe	3%	Of the little finger	8%	6%

For A LEFT-HANDED person, the rates fixed for a right upper limb apply to the left upper limb and vice versa. The cases not provided for are assessed by analogy and, in all other cases, proportionate to their seriousness. The injuries to the limbs or organs already damaged are compensated by difference between the condition before and after the accident.

2. The aggregation of several disabilities resulting from the same accident is limited to the rate fixed for the loss of the limb or organ injured and, in any case, to a maximum of 100%, whether the degree of disability is fixed in accordance with the B.O.B.I. or other scale mentioned at 1 hereinabove.
3. The degree of permanent disability is assessed from consolidation of the condition of the insured party and, at the latest, three years after the accident. The compensation is reduced by half when the insured party is aged over 75 on the day of the accident.

- TREATMENT EXPENSES

1. The Company covers, up to the sum insured and until consolidation, the treatment expenses necessitated by the accident, including the cost of transport from the place of the accident to the doctor's surgery or to the nearest hospital and those necessitated by the treatment as well as the costs of first prosthesis, excluding ???¹ of courses of treatment and tonics.
2. The treatment costs are reimbursed, on presentation of receipts, after exhausting the sums for which Social Security or an "Assureur Loi" [insurer who covers work accidents] are responsible.
3. Compensate only for the consequences that the accident would have had on a healthy and anatomically and physiologically normal body.
4. Relinquish to the insured party the benefit of compensation which can be recovered against third parties responsible for the accident.

¹ A word appears to be missing in the original text.

Euro Insurances



- However, the company that paid the treatment expenses is subrogated, up to the amount of this compensation, in the rights and actions of the insured party or the beneficiary, against the third parties liable for the damage. If, because of the insured party or the beneficiary, the subrogation can no longer be effective in favour of the company, the latter may claim from him the repayment of the compensation paid for the damage suffered.
- The subrogation cannot undermine the insured party or the beneficiary who would have been compensated only in part. In this case, he may exercise his rights, for what remains owing to him, preferably from the company.
- Except in the case of malicious intent, the company has no recourse against the descendants, ascendants, the spouse and the direct relatives of the insured party, or against the persons living in his household, his hosts and the members of his domestic staff. However, the company may exercise recourse against these persons insofar as their liability is actually guaranteed by an insurance contract.

Any complaints about the contract can be addressed to:

OMBUDSMAN OF INSURANCES
Square de Meeus 35
B-1000 BRUSSELS

Tel. 02/547 58 71

The introduction of a complaint does not prejudice the

Euro Insurances

possibility for the Policyholder or for the Insured to take legal proceedings