

## THE INSURANCE POLICY

The insurance policy is an agreement that is concluded by mutual consultation between the policy holder and the Company. It consists of two indivisibly related parts, in effect:

### **The General Terms and Conditions**

That mainly contain:

- the description of occurrences that are covered by the Company;
- all statutory rules regarding the insurance, both for the Company and for the Insured. The terms and conditions are identical for all Insured.

### **The Special Terms and Conditions**

That describe:

- the identification data of the policy holder;
- the guarantees elected by the policy holder
- the excess elected by the policy holder

Although the special terms and conditions refer to the general terms and conditions, they may differ in order to adapt the policy to the personal circumstances of the Insured.

## INTRODUCTION

### Definitions

For the application of this agreement the following shall be understood to mean:

#### **1. The Company:**

The insurance Company Euro Insurances DAC, with whom this agreement is concluded, established in the Irish Republic with registered offices at Ground Floor, LeasePlan House, Central Park, Leopardstown, Dublin 18; Euro Insurances DAC is registered in Belgium with the FSMA under green card number 2152 and regulated by the Central Bank of Ireland.

#### **2. The Intermediary:**

The limited Company LeasePlan Fleet Management NV, insurance agent registered with the FSMA under number 12381 A.

Registered offices Excelsiorlaan 8, 1930 Zaventem, Belgium - RPR Brussels – VAT BE 0424 632 148 – leaseplan@leaseplan.be – www.leaseplan.be

#### **3. The Representative**

The limited Company Crawford & Company Belgium NV, authorised to settle damages in among others Belgium for Euro Insurances DAC, insurance Company admitted by the FSMA under number 2152.

Registered offices: Jan Olieslagerslaan 41, 1800 Vilvoorde, Belgium

#### **4. The Policyholder;**

The person concluding the agreement with the Company;

#### **5. The Insured:**

Every person for whom the legal liability has been covered by the agreement;

#### **6. The Injured Parties:**

The persons who have suffered damages that give rise to the application of the agreement, including their assignees;

#### **7. The Insured Vehicle**

#### **8. The claim;**

Any fact that caused damages and may give cause for the application of the agreement;

#### **9. The Insurance Certificate:**

The document set out in Article 5 of the Royal Decree of 13 February 1991 concerning the entry into force and implementation of the Act of 21 November 1989 concerning the mandatory third-party liability insurance for motor vehicles;

#### **10. The Insurance Proposal:**

the form that is sent out by the Company and must be completed by the policy holder for the purpose of informing the Company about the nature of the use and about the facts and circumstances that are data required for the assessment of the risk.

## Basic Guarantee Civil Liability

The terms of the basic cover civil liability are fully prescribed by law (Act of 21 November 1989, Royal Decree of 14 December 1992).

### Chapter I: Subject matter and scope of the insurance

#### *Article 1*

By the present contract, in accordance with the law of 21 November 1989 and the implementing acts and under the conditions which follow, the Company covers civil liability insurance incurred by the Insured following an incident in Belgium in the Insured Vehicle.

According to the regulatory provisions the Company indemnifies the consequences of bodily injuries and damage to clothing suffered by a weak traffic victim or his/her heirs resulting from a traffic accident involving the specified vehicle.

The cover of this third-party liability is applicable in all countries mentioned in the Green Card according to the inter-bureau conventions.

When the incident occurs outside of Belgian territory, the coverage granted by the Company is that provided by the legislation on compulsory State vehicle insurance in the territory where the incident has taken place. Application of this foreign law may not, however, deprive the Insured of this coverage which has a greater scope than that which Belgian law has accorded it.

In cases where the incident has occurred on the territory of a country which does not belong to the European Union, and for the portion of the coverage which exceeds that which is imposed by the law of compulsory insurance in the country where the incident has taken place, the exceptions, nullities and defaults conflicting with the Insured and the Injured Parties, who are not nationals of a member state of the European Union when these exceptions, nullities and defaults may have occurred prior to the incident. The same exceptions, nullities and defects can, under the same conditions, be opposed for any coverage when the law of the country in the territory where the incident occurred does not support this non-enforceability.

Coverage is granted for incidents occurring on public roads or on public or private land.

#### *Article 2*

When, following an incident occurring in one of the countries mentioned in article 1, other than Belgium, a foreign authority requires, with a view to protecting the rights of the Injured Parties, that a sum is paid to release seizure of the Insured Vehicle or for releasing it on bond to the Insured, the Company advances the bond required or personally bears the bond to a maximum amount of 61,974 Euro for the Insured Vehicle, and all of the Insured expenses for composing and recovering the bond is charged to the Company.

If the bond has been paid by the Insured, his personal bond will be substituted by the Company or, if this is not allowed, they will reimburse the Insured for the amount of the bond which is to be charged to the Company. As soon as the proper authorities accept the release of the bond paid or release the bond brought by the Company, the Insured must, on request from the Company, complete all formalities which may be required from him to obtain release or withdrawal. When the proper authorities confiscate the amount paid by the Company or allocate this in whole or in part to the payment of a fine, for a criminal transaction or for legal costs relating to criminal matters, the Insured is committed to reimbursing the Company on a simple request from them.

### Article 3

1. Covered by liability insurance: - The Policyholder
  - The owner, any co-owner, and any driver of the Insured Vehicle and any person that the vehicle transports;
  - The employer of the above-mentioned persons when these are exonerated from all liability by virtue of article 18 of the law dated 3 July 1978 relating to employment contracts.
  - The entity occupying volunteers who cannot be held personally liable according to the legislation protecting volunteers.

However, liability is not given to those who become the owners of the Insured Vehicle through theft or violence or by concealing stolen goods.

2. When the Insured Vehicle is towing any motor vehicle whatsoever for the repair of this vehicle, coverage is extended to the liability of said vehicle which has, in such a case, supplied a chain, rope, tow-line, tow bar or any accessories used for towing.

Contrary to article 8.1, coverage is also extended to damage occurring to any towed vehicle.

### Article 4

1. Coverage of the present contract is extended, without any declaration being required, to the civil liability of the insurance Policyholder as well as his/her spouse and children, if they live with him/her and have reached the legal driving age, in their role as driver or of a civilly liable driver:

a) Of a motor vehicle belonging to a third party and allocated for the same use as the Insured Vehicle, if this vehicle replaces the Insured Vehicle within a maximum period of 30 days, if this vehicle is, for any reason whatsoever, temporarily unusable, said period commences on the same day that it becomes unusable.

b) For a motor vehicle belonging to a third party, driven occasionally, even if the Insured Vehicle is in use.

When the Policyholder is a legal entity, coverage is extended to the authorised driver of the Insured Vehicle as well as to his/her spouse and children, if they are living with him/her and have reached legal driving age, in their ability as a driver or of a civilly liable driver;

When the Policyholder is a legal entity, the coverage is allocated to the driver of the Insured Vehicle, whose identity is recovered in the special conditions, as well as his/her spouse and children if they are living with him/her and have reached legal driving age, in their ability as a driver or of a civilly liable driver;

The term "third party" in the sense of this article, means any person other than:

- the Policyholder of the present contract and, if the Policyholder is a legal entity, the driver allocated in a) or b);
- his/her spouse;
- his/her children who are living with him/her;
- the owner or holder of the Insured Vehicle him/herself.

2. This extension of coverage is limited as follows:

- a) When the Insured Vehicle has two or three wheels, the extension of the coverage may not, in any case, bear on a vehicle with four or more wheels;
- b) The extension of coverage provided in 1, b), of the present article is not applied when the Insured Vehicle is used for paid transport or when it is mainly used for the transport of goods or when the Policyholder or the owner of the Insured Vehicle is a Company whose business is construction, sales, rental, repairs or a garage for motor vehicles.

When the Insured Vehicle is the subject of a rental or lease contract or similar, the extension of the coverage provided in 1, b) is still applied when the Policyholder does not, himself, practice the activities listed in 2, b), first paragraph.

3. Where Injured Parties have received reparation for damages:

- Either in virtue of an insurance contract covering the civil liability of the vehicle being used;
- Or in virtue of any other liability insurance contract concluded by the driver, the extension of coverage is applied;
- When the insurer, having concluded one of the above-mentioned contracts, lodges a recourse against the Insured in the cases described in article 25, 3, c) and 25, 4 of the present contract or in those not described by these in as much as the Insured has not previously advised of the possibility of recourse;
- When the Policyholder of one of the contracts mentioned above sends a request to the Insured for the recovery of a recourse amount in the cases listed above.

4. The coverage of the present contract also extends to the civil liability of the Policyholder as well as his/her spouse and children, if they are living with him, for the damages caused by the stolen or diverted vehicle which is replaced by the Insured Vehicle as long as:

- a) The theft or diversion had been declared to the Company within a time period of 72 hours from the day when the Policyholder had knowledge of the theft or diversion;
- b) That the stolen or diverted vehicle had been insured by the Company.

#### *Article 5*

The amount of the cover is unlimited with regard to damage resulting from bodily injuries. It is however limited to 100 million Euro for material damage.

#### *Article 6*

Contrary to article 8, 1 the Company will reimburse any expenses actually incurred by the Insured for the cleaning and reconditioning of the interior upholstery of the Insured Vehicle when these expenses result from the voluntary transport of injured persons following a road accident.

#### *Article 7*

The following may not benefit from compensation:

- The person liable for the damage caused, except when it concerns the liability for an act of someone else
- The employee exonerated from all liability under art. 18 of the Act of July 3, 1978 on employment contracts and the volunteer who cannot be held personally liable under the Act of July 3, 2005. However, the beneficiary of the compensation is the partially liable person for his portion of the damage to an Insured Person;
- The driver of the Insured Vehicle for property damages in the absence of any bodily injury or if the action in liability is not based on a defect in the Insured Vehicle.

### *Article 8*

The following are excluded from the insurance:

1. Damage to the Insured Vehicle except for what is provided for in article 3,2, second paragraph;
2. Damage to goods transported by the Insured vehicle except for what is provided in article 5, a);
3. Damages which have not occurred through using the vehicle, but which are caused by the fact of the transported goods or by the handling required by the transport;
4. Damages arising from the Insured vehicle participating in speed races or competitions, on a regular basis or at an authorised address;
5. Damages for which the repairs are organised by the legislation relating to civil liability in the area of nuclear energy.

## **Chapter II: Description and modification of risk – Declarations from the insurance policyholder**

### *Article 9*

1. The Policyholder is obliged during the conclusion of the contract, to declare exactly any circumstances known to him and which he reasonably considers as constituting a risk appreciation for the Company. If there is no response to certain written questions from the Company, for example, the questions shown in the Insurance Proposal, and if the Company has nevertheless concluded the contract, it should not then, except in the case of fraud, take advantage of this omission. The same applies if the Company has concluded the contract without a duly completed insurance proposal.
2. When the intentional omission or inaccuracy infers that the Company is at fault for risk appreciation, the contract becomes null. The premiums accrued up until the time when the Company is made aware of the intentional omission or inaccuracy is due to them.
3. When the omission or inaccuracy in the declaration are not intentional, the Company proposes, within a time period of one month from the day when they were made aware of this omission or inaccuracy, to modify the contract which will take effect on the day that the Company is made aware of the omission or inaccuracy.

If the proposal to modify the contract is refused by the Policyholder or if, within the time period of one month from receipt of this proposal, the Policyholder has not accepted it, the Company can terminate the contract within fifteen days.

Nevertheless, if the Company provides evidence that it had not in any case insured the risk, it can terminate the contract within one month from the day when they were made aware of the omission or inaccuracy.

#### *Article 10*

During the term of the contract, the Policyholder is obliged to declare, under the conditions of article 9.1 the new circumstances or modifications to the circumstances which are likely to lead to a perceptible and long-lasting increase in the risk of an insured event.

1. When the risk of an insured event occurring is increased to such an extent that, if the increase had existed at the time of subscription, the Company would only have consented to this insurance under other conditions, the Company must, within one month from the day they were made aware of the event, propose a modification to the contract with retrospective effect from the day of the event. If the proposal for the modification of the contract is refused by the Policyholder or if, within a one month time period from receipt of this proposal, the policy holder has not accepted it, the Company can terminate the contract within fifteen days.  
If the Company provides evidence that it cannot in any case, insure the increased risk, it can terminate the contract within a period of one month from the day that the Company was made aware of the increased risk.
2. When, during the execution of a contract, the risk of the occurrence of an insured event has reduced significantly and sustainably to the point that, if the reduction had existed at the time of subscription, the Company would have agreed to the insurance under other conditions, this will lead to a reduction in the premium for the amount due from the day when the Company was made aware of the reduction in risk. If the contracting parties cannot reach an agreement on the new premium within a period of one month from the request for the reduction provided by the Policyholder, then the contract may be terminated.
3. The presence of the Insured vehicle in another member state of EEA during the duration of the contract shall not constitute an aggravation or a reduction of the risk and no alteration of the contract shall be proposed. As soon as the Insured vehicle is registered in another state than Belgium the contract is cancelled.

### **Chapter III: Payment of premiums – Insurance Certificate**

#### *Article 11*

As soon as the contract coverage is accorded to the Policyholder, the Company issues the insurance certificate which justifies the existence of the contract. When this coverage has stopped, for whatever reason, the Policyholder must immediately return the certificate to the Company.

#### *Article 12*

The premium, including taxes and contributions, is payable before the due dates on request of the Company or of any other person appointed for this reason under the special conditions.

#### *Article 13*

In the case where there is a default on the payment of the premium by the due date, the Company can suspend coverage of the contract or terminate the contract on the condition that the Policyholder has been formally notified, either by writ or by a registered letter in the post. This writ or registered letter urges to pay the premium within 15 days from the day following the notification or the day following the delivery of the registered letter.  
The notice of default reminds of the premium due date and the amount of the premium as well as the consequences of non-payment of the premium within 15 days. It also states that the suspension of the cover or the termination of the agreement will take effect from the day following the day on which the period of 15

days ends, without affecting the coverage that relates to an insured event that occurred before that date.

The suspension takes effect after the expiry of the period of 15 days. The suspension ends when the policyholder pays the overdue payments.

The termination takes effect after 15 days following the first day of the suspension.

#### **Chapter IV: Communication and notification**

##### *Article 14*

Communications and notifications for the Company must be made at one of its headquarters in the Republic of Ireland or to any other person who is appointed for this reason by the Company

Communications and notifications to the Policyholder must be sent to the last address that the Company has for them.

#### **Chapter V: Modifications to the insurance conditions and tariffs**

##### *Article 15*

When the Company modifies the insurance conditions and its tariff or only its tariff, it adapts the present contract to the next annual deadline. It should notify the Policyholder of this adaptation within at least 90 days before this due date. However, the Policyholder can terminate the contract within 30 days of notification of the adaptation. If this should happen, the contract will end on the next annual due date.

The ability to terminate as shown in the first paragraph does not exist when the modification of the tariff or of the insurance conditions results in a general adaptation imposed by the proper authorities and which, in its application, is the same for all companies.

The provisions of the present article do not infringe on those of article 26.

#### **Chapter VI: Claims and legal actions**

##### *Article 16*

Any claims must be made in writing immediately to the Company or to any other person appointed for this purpose within the special conditions and at the latest, within 8 days of its occurrence. This obligation is incumbent upon all the Insured persons who may be liable.

The claim declaration must indicate, as much as possible, the causes, circumstances and probable consequences of the claim, the surname, first names and address of any witnesses and injured parties.

The Policyholder and other insured persons will, without delay, provide the Company or any other person appointed for this purpose under the special conditions, with any information and useful documents requested by them.

The declaration will, in as much as possible, be made on the form which the Company has made available to the Policyholder.

The Insured person will send to the Company or to any other person appointed for this purpose under the special conditions, all quotations, summons and generally any judicial or extrajudicial deeds within 48 hours of its delivery or notification.

#### *Article 18*

From the time when the coverage of the Company is due and for as far as it is invoked, the Company is obliged to take the side of the Insured within the limits of the coverage.

Regarding the civil costs, and in as much as the interest of the Company and of the Insured coincide, the Company has the right to fight for the Insured person, and to make a claim from the injured party. The Company can compensate these last if this happens.

These interventions by the Company do not imply any acknowledgment of liability by the Insured and may not prejudice against him.

Definitive compensation or the refusal to compensate is communicated to the Policyholder within the shortest time period.

The Company who has paid for the damage is subrogated within the rights and actions which may belong to the Insured.

#### *Article 19*

Any acknowledgement of liability, any transaction, any damage repair, any promise of compensation, any payment made by the Insured, without written authorisation from the Company, are non-invokable to him.

The confession of material facts or if the Insured takes money for first aid procedures or immediate medical attention, may not constitute a cause for refusal of coverage by the Company.

#### *Article 20*

The Company will pay the compensation due in principal, up to the coverage amount. The Company will, even if it is outside the coverage limit, pay the interest owed by the compensation due in principal, the expenses relating to civil actions as well as fees and expenses of the lawyers and experts, but only where there is a case of conflicting interests which are not attributable to the Insured, where necessary these expenses have not been committed in an unreasonable manner.

#### *Article 21*

If a claim gives way to criminal proceedings against the Insured, even if the civil interests are not regulated, the Insured can freely choose his methods of defence, for his own account.

The Company must limit itself to determine the defence methods in relation to the scope of the Insured's liability and the size of the amounts claimed by the injured party, without prejudice to article 18 which refers to civil costs.

The Insured must appear personally when the procedure requires it.

In cases of criminal conviction, the Company may not oppose how the Insured uses the different degrees of jurisdiction at his own expense, the Company may not intervene in the choice of the right to recourse in criminal matters.

The Company has the right to pay compensations when it is deemed to be appropriate.

If the Company intervenes voluntarily, it is bound to advise the Insured, in due course, of any recourse that the

Company will make against the legal decision within the scope of the Insured's liability; the Insured will consider the risks and perils in following, or not, the recourse made by the Company.

#### *Article 23*

The Company will not pay for any amounts deducted immediately during the recording of offences under the general regulations of the road traffic police, or any transactions with the prosecution, nor any additional fines or tithes, nor the legal expenses relating to criminal matters.

### **Chapter VII: Forfeiture – Company recourse**

#### *Article 24*

When the Company is bound towards the injured parties, it has, independently of any other action which may rightfully belong to it, a right of recourse in the case and against the injured parties as shown in article

25. The right of recourse relates to the damages in principle, as well as to the legal costs and interests that the Company must pay. It will be exercised in full if the above-mentioned amounts do not exceed 10,412 Euro. However, the recourse may only be exercised on agreement by the majority of said amounts when these exceed 10,412 Euro with a minimum amount of 10,412 Euro and a maximum amount of 30,987 Euro.

#### *Article 25*

1. The Company has a right of recourse against the Policyholder;

a) In cases where coverage is suspended due to non-payment of the premium;

b) In cases of intentional omission or inaccuracy in the risk declaration both during the term of the contract and at its conclusion. This recourse is carried out in full and is not subject to the limitations described in article 24;

c) In cases of unintentional omissions or inaccuracies in the risk statement both during the term of the contract and at its conclusion which may be the fault of the Policyholder. The recourse amount is limited to 248 Euro (not index linked).

The right of recourse is not exercised where the contract is the subject of a modification, in accordance with articles 9 and 10.

2. The Company has the right to recourse against the Insured who caused the accident;

a) when he caused the accident intentionally. This recourse is exercised in full and is not subject to the limitations provided for in article 24;

b) when he caused the accident because of one of the following serious defects: driving while drunk or in a similar state as the result of the use of products other than alcoholic drinks;

c) When use of the vehicle has been the subject of a breach of trust, of fraudulent use or embezzlement; this recourse is only exercised against the perpetrator of the misdemeanour or his accomplice.

3. The Company has a right of recourse against the Policyholder and, if need be, against the Insured who is other than the Policyholder;

a) when the incident occurs during a speed or agility race or competition, without authorisation;

b) when he proves that, at the moment of the accident, the insured motor vehicle is controlled –  
1° by a person who does not comply with the Belgian required legal minimum age to control that motor vehicle;

2° by a person who does not possess a valid driver's license to control that motor vehicle;

3° by a person who does not comply with the specific restrictions concerning controlling the motor

4° by a person who has a driving ban in Belgium, even if the accident occurs abroad.

The right of recourse in the situations referred to in paragraph 3.b. 1, 1°, 2° and 3° does not apply when the person, who controls the motor vehicle abroad, complies with the conditions prescribed by the local laws and regulations to control that motor vehicle.

The right of recourse in the situations referred to in paragraph 3.b. 2°, 3° and 4° does not apply when the policyholder or the insured who is not the policyholder proves that this situation is attributable to a failure to comply with a mere administrative formality.

However, the Company does not have a right of recourse to the policyholder or the insured who is not the policyholder in the situations referred to in paragraph 3.b., 1°, 2°, 3° and 4°, when the latter proves that the shortcomings or the facts on which the right of recourse is based, are attributable to another insured or that they occurred in violation of his instructions or without his knowledge.

c) When the Insured Vehicle is subject to Belgian regulations for technical inspections, for any incident occurring while the vehicle does not have or no longer has a valid inspection certificate, except during a normal journey to the inspection centre, or after a certificate has been issued which states “forbidden to drive on the road”, on a normal journey between the inspection centre and his house and/or a repair centre as well as during a normal journey, after repairs have been made, to get to the inspection centre.

The right of recourse is not, however, exercised if the Insured shows an absence of a causal relation between the state of the vehicle and the incident.

d) When the incident occurs when the number of people being transported exceeds the authorised number in virtue of the regulation or contractual provisions or when the transport of passengers contravenes the regulation or contractual provisions.

When the number of passengers being transported exceeds the maximum authorised number contractually or in the regular manner, the recovery is exercised for the total amount of compensation paid to these passengers being transported, without prejudice to article 24.

In cases of the transport of passengers outside of the statutory or contractual conditions, the recovery is exercised for the total amount of compensation paid to these passengers being transported, without prejudice to article 24.

However, the recourse may not be carried out against an insured person who can establish that negligence or the facts from the recourse are ascribable to an insured person other than himself, and have been produced against his instructions or without his knowledge.

4. The Company has a right of recourse against the author of the incident or the person who is legally responsible when the contract deals only with his applications in favour of the injured parties in the case provided for in article 33.

5. The Company has a right of recourse against the Insured if he has not met the obligations of article 19. In any case, the recourse only exists as far as and in the measure where the Company has sustained damages, without prejudice of the application of article 24.

6. The Company has a right of recourse against the Insured who has omitted to accomplish a deed within a time frame determined by the contract. This recourse may not be exercised if the Insured establishes that he has accomplished the deed as quickly as this could reasonably be done. In any case, the recourse does not exist if, and in the measure where, the Company has sustained damages because of this omission, without prejudice to the application in article 24.

## **Chapter VIII: Duration – Renewal – Suspension – End of Contract**

### *Article 26*

The duration of the contract is one year. At the end of the insurance period, the contract is renewed tacitly from year to year unless it has been terminated by either party at least three months before the expiration of the current period.

### *Article 27*

The Company can terminate the contract:

1. At the end of each insurance period in compliance with article 26;
2. In cases of intentional omissions or inaccuracies in the description of the risk during the term of the contract;
3. In cases of intentional omissions or inaccuracies in the description of the risk on termination of the contract, in the description of risk at the conclusion of the contract, under the conditions provided in article 9 and, in cases of an increase in the risk, under the conditions provided in article 10;
4. In cases of non-payment of the premium in compliance with article 13;
5. When the vehicle is subjected to a technical inspection and does not have or no longer has a valid inspection certificate or when the vehicle does not comply with the "General technical regulations for motor vehicles";
6. After each declaration of an incident, but at the latest, one month after payment or refusal of payment of compensation;
7. In cases when new legal provisions are published which have an effect on the civil liability of the Insured persons or on the insurance for this liability, but at the latest within 6 months of these coming into force;
8. In cases where the contract is suspended, as in the case provided in article 30;
9. In cases of bankruptcy, failure or death of the Policyholder, in compliance with article 31 and 32.

### *Article 28*

The Policyholder may terminate the contract:

1. At the end of each insurance period, in compliance with article 26;
2. After each declaration of an incident, but at the latest, one month after notification by the Company of the payment or refusal of payment of compensation;
3. In cases where the insurance conditions or the tariff, or simply the tariff, have been modified, in compliance with article 15;
4. In cases of bankruptcy, creditor arrangements or withdrawal of consent by the Company;
5. In cases of a reduction of the risk, under the conditions provided in article 10;
6. When the time between the date of its conclusion and that of its effective date is greater than one year. This termination must be notified at the latest, three months before the effective date of the contract;
7. In cases where the contract is suspended, as in the case provided in article 30.

### *Article 29*

Termination may occur through process served by the bailiff, by registered letter or by delivery of a termination letter upon acknowledgement of receipt.

Apart from the cases shown in articles 13, 15 and 26, the termination only takes effect after one month starting from the day following the signing date or the date of receipt or, in the case of a registered letter, from the day following the day that it was posted.

Termination of the contract by the Company after the declaration of an incident takes effect at the time of its notification when the Policyholder or the Insured have not fulfilled one of the obligations arising from the occurrence of the incident with the intention of deceiving the Company. The portion of the premium corresponding to the period subsequent to the effective date of the termination was paid by the Company.

#### *Article 30*

In cases of the requisition in ownership or in the rental of the Insured Vehicle, the contract is suspended by the fact of the applicant authorities taking charge of the vehicle.

#### *Article 31*

In cases where the Policyholder is bankrupt, the contract remains to the benefit of the body of creditors who are becoming debtors towards the Company for the amount of the premiums due from when bankruptcy was declared.

The Company and the trustee in bankruptcy have nevertheless, the right to terminate the contract. However, termination of the contract by the Company can only be done, at the soonest, three months after bankruptcy has been declared, and the trustee in bankruptcy can only terminate the contract within the three months following the bankruptcy declaration.

#### *Article 32*

On the death of the Policyholder, the contract is maintained for the benefit of the heirs who must continue to pay the premiums, without prejudice to the ability of the Company to terminate the contract, under the forms provided in article 29, first paragraph, within the three months counting from the day when the Company was made aware of the death.

The heirs can terminate the contract under the conditions provided in article 29, paragraph 1, within the three months, and forty days after death.

If the Insured Vehicle is considered as being fully owned by one of the heirs or by a legatee nominated by the Policyholder, the contract is maintained for their benefit. This heir or legatee can, however, terminate the contract in the month starting from the day when the vehicle was attributed to the legatee.

#### *Article 33*

Where ownership of the Insured Vehicle is transferred, the following provisions are applicable:

1. With regards the new vehicle. Coverage remains valid for the Insured:
  - For 16 days from the transfer of ownership of the Insured Vehicle, without any procedure required if the new vehicle is driving illicitly under the registration number of the transferred vehicle;
  - At the end of the abovementioned 16 days as long as the Company has been advised, within this period, of the replacement. In this case, the Company's current insurance and tariff conditions are applicable for the last annual premium due, with reserve to the provisions of article 37 relating to the index rating of the premiums.
  - If, at the end of the abovementioned 16 days, the transferred vehicle has not been replaced or if this replacement has not been notified to the Company, the contract is suspended and article 34 is applicable. This suspension of the contract is enforceable by the injured party. The premium resulting from the default is retained by the Company, prorata temporis, until the Company is advised of the transfer of ownership.
- 2.

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