

# InsureMyTesla General Conditions

## Motor third party liability Insurance for Motor Vehicles and Material Damage

### How to read these General Conditions

All the words printed in *italics* are explained in the definitions which you will find in these General Conditions.

You will also find, in the general administrative provisions, all the elements that apply to the entire insurance contract.

### Preliminary note

We will not provide any cover, take responsibility for any benefit, pay any compensation or provide any benefit or service described in this document if doing so may subject us to an international sanction, ban or restriction as defined by the United Nations, the European Union, the United States of America or the United Kingdom.

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## GENERAL ADMINISTRATIVE PROVISIONS

### What relations do the parties maintain between themselves?

The contract is taken out by the *insurance policyholder* with the *insurer* via the intermediary of the *administrator*.

The *administrator* is responsible for the sale of the insurance contract.

The *insurer* is responsible for the administration of the insurance contract as well as the management of *claims* and can, if necessary, entrust all or part of the responsibility to the *administrator* and the *claims* manager.

It is the responsibility of the *insurer* to cover the insured benefit.

### How to contact the administrator concerning the insurance contract?

You can contact the *administrator* from Monday to Friday from 9 am to 5 pm by telephone at +32 2 588 25 50 or by e-mail at [contact@qover.com](mailto:contact@qover.com).

Any letters can be sent to QOVER SA, Rue du Commerce 31, 1000 Brussels, Belgium.

We record all communications, including telephone calls, in order to improve the quality of services as well as for training or fraud detection purposes.

### What does your insurance contract consist of?

Your insurance contract consists of two parts :

1. The General Conditions (this document), which describe the damages that we cover, those that we do not cover and the reciprocal obligations of the parties ;
2. The Policy Schedule, which contain the terms that concern you in particular. The provisions cited in the Policy Schedule take precedence over the General Conditions. You will receive this document during the period that the insurance is taken out, during any amendments and during the annual extension of the insurance contract.

### What is the legal framework ?

This insurance contract falls within the scope of the Law of 4 April 2014 relating to insurance as well as the decrees and regulations made in performance of the cited law. This insurance contract also includes the minimum conditions of compulsory insurance contracts for liability for *motor vehicles* – (as listed in the Annex to the Royal Decree of 16 April 2018 determining the conditions of obligatory insurance contracts for *motor vehicles*).

This policy covers in the *Motor third party liability* cover the repair of the damages resulting from an act of *terrorism*, in accordance with the Law of 1 April 2007 relating to insurance against damages caused by *terrorism*.

This insurance contract also falls within the scope of national, European and international regulations relating to financial sanctions. These regulations prohibit us from entering into contracts with or for the benefit of (legal) persons appearing on national and/or international lists (financial sanctions lists) because they have committed violations of international peace and security (for example, acts of *terrorism*), human rights violations or because they have participated in the proliferation of weapons of mass destruction or money laundering or related crimes. We regularly check whether this is the case or not. If, within ten days of concluding the insurance contract, it turns out that you (the *insurance policyholder*) are on a sanction list, the insurance contract will no longer be valid. If you, the *insurance policyholder* or the *Insured party* or a third party, appear on a sanction list during the period of validity of the insurance contract, this (legal) person will not benefit from any intervention in the context of a *claim*, any other service and any valid insurance.

We make every effort to translate the legal provisions as understandably as possible. If any clause of this insurance contract conflicts with the aforementioned legal provisions, the latter take precedence.

## Which courts have jurisdiction in the event of litigation concerning this insurance contract?

Only the Belgian courts are competent in the event of litigation concerning this insurance contract, this contract shall be subject to Belgian law.

## Where do you need to be domiciled to take out and benefit from the insurance?

You (the *insurance policyholder* as a natural person or as a legal person) must be domiciled/have your registered office or your place of business in Belgium in order to be able to take out this insurance.

## When does your insurance contract come into effect ?

The insurance contract comes into effect on the date cited in your Policy Schedule.

The deadlines for premiums are cited in your Policy Schedule.

## How is your premium calculated ?

### The premium a priori

The premium (details of the composition can be found in your Policy Schedule) is set according to pricing criteria.

The premium is adjusted to the new situation should these criteria be amended.

### The premium a posteriori

The premium is personalised, a posteriori, depending, in particular, on the combined effect of claims occurring during previous insurance periods and the number of kilometres travelled using the designated insured vehicle. In the event of incorrect application of the premium amendment system based on the aforementioned criteria, the *insurer* makes the necessary corrections and, if necessary, re-imburses the *policyholder* or claims from them the difference in premium resulting from these corrections. When the adjustment is made more than one year after the incorrect premium has been set, the amount reimbursed by the *insurer* is increased by the legal interest. This legal interest begins to run from the moment the incorrect premium has been collected.

The *insurer* will adjust the personalised premium if the *policyholder* declares an amendment of one of the segmentation parameters (claims and kilometres travelled) and/or if the *insurer* finds that one of said parameters does not correspond to the *policyholder's* declarations.

Note that if you are comparing different insurance contracts, you cannot only compare the estimated costs and fees of the contracts but you must also take into account other elements, such as the scope of the covers, the amount of any excess or the exclusion clauses.

The estimates cited in your Policy Schedule give a better idea of the part of the premium used to cover the risk covered by the insurance contract.

The balance of the premium, after deduction of taxes as well as acquisition and administration costs, consists of the part of the premium used for the performance of contractually agreed benefits and costs other than those cited in your Policy Schedule (including the combined and mutually shared costs of the claims and their handling). These estimates for acquisition and administrative costs, are being calculated on the basis of accounting data for the last financial year of the *insurer* as approved by its Annual General Meeting.

## Are the insured amounts and the premium automatically adjusted?

For this insurance, the insured amounts and the premium are not indexed.

## Prescription

Any action deriving from this agreement is prescribed within a period of three (3) years from the event giving rise to it.

### What should you do in the event of a claim?

#### A. In the event of theft or material damages :

1. You/the user must report the theft of your *insured motor vehicle* to the competent police authorities within 24 hours.
2. You/the user must report any *claim* as soon as possible within 8 days after discovery of the *claim*. To do this, use the *claim* form available on the site <http://insuremytesla.qover.com/en-be>.
3. You/the user must comply with the *claims* declaration regulations: by this we mean the communication of any useful information or written confirmation as well as any element likely to facilitate or influence the settlement of the *claim*;
4. You/the user take all reasonable steps to limit the extent of the damage.
5. If it is possible to repair the *insured motor vehicle*, you must visit a repairer and provide us with an estimate of the damages before the repair is carried out.
6. In case of theft:
  - You/the user must report the incident to the police within 24 hours and provide us with the number of the report as well as any useful information concerning the *insured motor vehicle*.
  - You authorise the *administrator* and the *insurer* to receive this information.
7. In the event that the *policyholder* fails to comply with the obligations to report the *claim* and mitigate its consequences and if this results in prejudice for the *insurer*, the latter is entitled to claim a reduction in their benefit up to the amount of the damage they have suffered.

#### B. If assistance is needed :

- The covers apply as far as you :
  - have called us or have warned us as soon as possible, except in cases of force majeure, so that we can optimally organise the assistance requested and authorise you to pay the covered disbursements ;
  - you comply with the solutions we recommend ;
  - comply with the obligations specific to the benefits requested and which are set out in these General Conditions ;
  - respond precisely to our questions in relation to the occurrence of the insured events and send to us all useful information and/or documents ;
  - take all reasonable steps to prevent or mitigate the consequences of the insured event ;
  - inform us in detail about any other insurances having the same object and bearing on the same risks as those covered by this contract ;
  - provide us with original proof of your covered disbursements ;
  - give us the tickets that you did not use when we ensured your repatriation ;
- If the user is injured, they must first call for local help (doctor or ambulance) and then telephone or notify us as soon as possible.
- If the user is the victim of a theft requiring assistance, they must file a complaint with the competent police authorities. within 24 hours of the discovery of the facts.

If you/the user does not fulfil one of the obligations provided for in the contract, we can :

- Insofar as we have suffered damage resulting from this violation, reduce the benefit due up to the amount of the damage suffered ;
- Refuse the cover if you have acted with fraudulent intent.

When the *insurance policyholder* and the user of the *designated motor vehicle* are different persons, these conditions are brought to the attention of the user by the *insurance policyholder* by any means available.



## Right of withdrawal : subscription on-line or via another electronic channel

You can withdraw from the insurance contract within 14 calendar days of the conclusion of the insurance or after having received the Policy Schedule, General Conditions and pre-contractual information, without having to give the reason. The withdrawal takes effect from the moment of notification.

You must send the withdrawal form to [contact@qover.com](mailto:contact@qover.com) which you have received by e-mail.

## What should you do in the event of theft and material damages?

You must contact the *administrator* to make a *claim*.

You can contact the *administrator* on +32 2 588 25 50 Monday to Friday from 9 am to 5 pm.

You must complete the *claim* form online via <http://insuremytesla.qover.com/en-be> for any new *claims*. You can email from [claims@qover.com](mailto:claims@qover.com) to discuss pending *claims*.

When reporting a *claim*, you must provide in writing all the information related to the circumstances of the *claim* by duly completing the aforementioned *claim* form.

We will explain in these General Conditions in detail the steps to follow in the event of a *claim*.

## What if the user needs urgent assistance?

Contact immediately the assistance service provider on telephone number +32 2 320 39 75, their services being available 24 hours a day, 7 days a week.

**During your call *you* must communicate :**

- The reference number of your insurance contract ;
- The name and address of the *Insured party* ;
- The telephone number on which we can contact *you* ;
- The circumstances of the *claim* and all the information needed in order to assist *you*.

We are not responsible for delays, failures or impediments that may occur in the performance of benefits when they are not attributable to us or when they are the consequence of a case of force majeure.

## Not satisfied with the service ?

**Do *you* wish to make a complaint ?**

**Any complaint must first be addressed to the *administrator*.**

Mediation department of QOVER SA, Rue du Commerce 31, 1000 Brussels (Belgium) or via the e-mail address [mediation@qover.com](mailto:mediation@qover.com) or by telephone to +32 2 588 25 50. You will obtain written confirmation of receipt thereof within 3 (three) working days of submission of your complaint.

You will then receive a final response to your complaint in writing within 1 (one) month.

**Any complaints about the contract can be addressed to Helvetia Global Solutions Ltd:**

Aeulestrasse 60,  
FL-9490 Vaduz  
Liechtenstein  
E-Mail: [partnerbusiness-nl@helvetia.ch](mailto:partnerbusiness-nl@helvetia.ch)

**The user can contact the Insurance Ombudsman:**

If the user is still not satisfied with the final response or if the user has not received a final response within 1 (one) month from the reception of the complaint, the user can address their complaint to the Insurance Ombudsman in Belgium. Their contact details are :

Insurance Ombudsman, Square de Meeûs 35, 1000 Bruxelles, Belgique  
Telephone : +32 2 547 58 71, Fax : +32 2 547 59 75, [info@ombudsman.as](mailto:info@ombudsman.as).

## **The user can contact the European On-line Dispute Resolution Platform :**

If necessary, the user can contact the European Online Dispute Resolution Platform.

If the user has obtained their insurance policy online or through another electronic channel (for example by telephone, SMS, fax or other mobile device), the user can submit their complaint to the European Online Dispute Resolution Platform <http://ec.europa.eu/consumers/odr/>.

The complaint will then be transferred to the Insurance Ombudsman in Belgium and to Qover for resolution. There may be a short delay before Qover receives the complaint.

The aforementioned provisions for handling out-of-court complaints do not prejudice your right to initiate legal proceedings.

The *administrator* records all communications, including telephone calls, in order to improve the quality of services as well as for training or fraud detection purposes.

## **DEFINITIONS**

### **YOU, THE INSURANCE POLICYHOLDER**

The legal or natural person who concluded the insurance contract.

### **THE INSURED PARTY**

For *Motor third party liability* cover for *motor vehicles* :

- any person whose liability is covered by the contract.

For the covers " Mini-Omnium " and " Omnium " :

- *You* ;
- the owner of the insured vehicle ;
- the authorized holder ;
- the authorised driver and the persons transported in the insured vehicle.

However, we do not insure the people to whom the vehicle has been entrusted for working on it or for selling it; we will therefore recover at their expense the compensation that we have paid to *you*.

### **WE, THE INSURER, THE COMPANY**

The insurance company with which the contract is concluded.

### **ADMINISTRATOR**

Qover SA untied insurance agent registered in the register of insurance intermediaries kept by the Financial Services and Markets Authority (FSMA Belgium) under number 0650.939.878.

Registered office : Rue du Commerce 31, B-1000 Brussels – Brussels Trade Register – VAT BE 0650.939.878 – [www.qover.com](http://www.qover.com).

### **THE INJURED PERSON**

The person who has suffered damage giving rise to the application of the contract as well as their beneficiaries.

### **A MOTOR VEHICLE**

Vehicle intended to travel on the ground and which can be operated by mechanical force without being linked to a track way, regardless of the type of driving force and the maximum speed.

### **THE TRAILER**

Any vehicle equipped for and intended to be pulled by another vehicle.

## THE DESIGNATED MOTOR VEHICLE

- the *motor vehicle* described in the Policy Schedule; everything that is hitched to it is considered to be part of it;
- the unhitched *trailer* described in the Policy Schedule, if it meets the following conditions:
  - It may not weigh more than 750 kg;
  - It must bear the registration plate of the designated vehicle.

## THE INSURED MOTOR VEHICLE

For *Motor third party liability* cover for *motor vehicles* :

- the *designated motor vehicle* ;
- in accordance with the conditions and limits cited in the contract :
  - o the temporary replacement *motor vehicle* ;
  - o the *designated motor vehicle* whose ownership has been transferred and the *motor vehicle* that replaces that *motor vehicle*.

Everything which is hitched to the aforementioned *motor vehicles* is considered to be part of it.

For the coverages " Mini-Omnium ", " Omnium " and InsureMyTesla extensions:

- the *designated motor vehicle* ;
- the temporary replacement *motor vehicle*, used in accordance with the provisions of Article 56 of the Annex to the Royal Decree concerning the minimum conditions of compulsory insurance contracts for *Motor third party liability* in *motor vehicles* (Royal Decree of 16 April 2018).

For this vehicle , the Fire and Theft, Material damages covers are excluded.

The temporary replacement *motor vehicle* has to be of the same mark and model as the *designated motor vehicle*.

For the Assistance coverage, the *motor vehicle* mentioned in the Policy Schedule.

## THE CLAIM

Any fact that has caused damage and may give rise to the application of the contract.

## THE INSURANCE CERTIFICATE

The document as referred to in Article 5 of the Royal Decree of 13 February 1991 bringing into force and implementing the Law of 21 November 1989 on compulsory liability insurance for *motor vehicles*.

## TERRORISM

An action or threat of action organised in a clandestine manner for ideological, political, ethnic or religious purposes, performed individually or as a group and affecting persons or destroying, in part or in whole, the commercial value of tangible or intangible asset, whether in order to impress the public, create a climate of insecurity or put pressure on the authorities, to obstruct road traffic and the normal functioning whether of a service or an enterprise.

## VANDALISM

The damages caused by third parties by a senseless and unreasonable act such as graffiti or intentional damage.

## ACCESSORIES

Equipment forming an integral part of the *designated motor vehicle*, permanently fixed to it and not able to be used independently of said vehicle.

## REAL VALUE

The replacement value of the vehicle immediately prior to the *claim*. This value is set by an expert.

# MOTOR THIRD PARTY LIABILITY FOR MOTOR VEHICLES

The standard *Motor third party liability* contract is common to all Belgian insurance companies. It is, in fact, a legal and obligatory cover. On the other hand, the interpretation which is made of it differs from one company to another.

The following conditions only derogate from the regulatory provisions insofar as they are more favourable to *you*, to the insured or to any third party concerned by their application.

This policy covers, in the *Motor third party liability*, the damages resulting from an act of *terrorism*, in accordance with the Law of 1 April 2007 ( Belgian Official Gazette of 15 May 2007).

## CHAPTER 1 - DEFINITIONS

### Article 1 : Definitions

The definitions are cited under " Definitions " above. Certain defined terms must be interpreted differently depending on the type of coverage *you* have chosen (either *Motor third party liability*, mini-omnium or omnium), where applicable, this being indicated in the definition of the term concerned.

## CHAPTER 2 - THE CONTRACT

### SECTION 1 – Data which must be declared by the *insurance policyholder* when concluding the contract

#### Article 2 : Data to be declared

The *insurance policyholder* has the obligation to report exactly, when concluding the contract, all the circumstances known to them and which they must reasonably consider as constituting elements of risk assessment for the *insurer*. However, they must not report to the *insurer* the circumstances already known to the latter or that the latter should reasonably have known. If certain written questions from the *insurer* have not been answered and if the latter has nevertheless concluded the contract, the *insurer* may not, except in the case of fraud, subsequently rely on this omission.

#### Article 3 : Intentional omission or inaccuracy

##### § 1. Nullity of the contract

When the intentional omission or inaccuracy in the reporting of data relating to the risk misleads the *insurer* on the elements of risk assessment, the *insurer* may request that the contract be nullified.

When the nullity is declared, the premiums due up until the moment when the *insurer* becomes aware of the intentional omission or inaccuracy in the reporting of the data relating to the risk are owed to them.

##### § 2. *Insurer's* recourse

When the intentional omission or inaccuracy in the reporting of risk data misleads the *insurer* on the elements of the risk assessment, the *insurer* has a right of recourse against the *policyholder* in accordance with Articles 45, 2°, 55 and 63.

#### Article 4 : Unintentional omission or inaccuracy

##### § 1. Contract amendment

When the omission or inaccuracy in the reporting of data is unintentional, the contract is not void.

The *insurer* proposes, within one month from the day on which they became aware of the omission or inaccuracy in the reporting of data, the amendment of the contract with effect from the day on which they became aware of omission or inaccuracy in the reporting of data.

##### § 2. Termination of the contract

If the proposal to amend the contract is refused by the *policyholder* or if, at the end of a period of one month from receipt of this proposal, it is not accepted, the *insurer* may terminate the contract within fifteen days, in accordance with Articles 26 and 30, § 5, Paragraph 1, 1°.

If the *insurer* provides proof that they would in no case have insured the risk, they can terminate the contract within one month from the day on which they became aware of the omission or inaccuracy in the reporting of data, in accordance with Articles 26 and 30, § 5, Paragraph 1, 1°.

#### § 3. Lack of response from the *insurer*

The *insurer* who has not terminated the contract, nor proposed an amendment within the time limits determined in the preceding paragraphs, cannot subsequently rely on the facts which were known to them.

#### § 4. *Insurer's* recourse

When the unintentional omission or inaccuracy in the reporting of data relating to the risk can be blamed on the *policyholder*, the *insurer* has a right of recourse against the *policyholder* in accordance with Articles 45, 3° and 63.

## **SECTION 2 – Data which must be declared by the *insurance policyholder* during the contract**

### **Article 5 : Information obligation on the part of the insurance policyholder**

The *policyholder* is obliged to declare to the *insurer* :

1° the transfer of ownership between living persons of the *designated motor vehicle*;

(2) the characteristics of the *motor vehicle* replacing the *designated motor vehicle*, except those of the *motor vehicle* used temporarily as a replacement referred to in Section 56;

3° the registration of the *designated motor vehicle* in another country ;

4° the placing on the road of the *designated motor vehicle* or any other *motor vehicle* during the period of suspension of the contract ;

5° each change of address ;

6° the data referred to in Articles 6, 7 and 8.

### **Article 6 : Significant and lasting worsening of the risk**

#### § 1. Data to be declared

During the contract, the *policyholder* has the obligation to declare, under the conditions of Article 2, new circumstances or amendments in circumstances which are likely to lead to a significant and lasting increase in the risk of the occurrence of the insured event.

#### § 2. Contract amendment

When the risk of the occurrence of the insured event has worsened such that, if the aggravation had existed at the time of the conclusion of the contract, the *insurer* would only have granted the insurance under other conditions , the latter must, within one month from the day on which they became aware of the increased risk, propose the amendment of the contract with retroactive effect to the day of the aggravation.

#### § 3. Termination of the contract

If the proposal to amend the contract is refused by the *policyholder* or if, at the end of a period of one month from receipt of this proposal, it is not accepted, the *insurer* may terminate the contract within fifteen days, in accordance with Articles 26 and 30, § 5, Paragraph 1 and 2°.

If the *insurer* provides proof that they would in no case have insured the aggravated risk, they may terminate the contract within one month from the day on which they became aware of the increased risk, in accordance with in Articles 26 and 30, § 5, Paragraph 1, 2°.

#### § 4. Lack of response from the *insurer*

An *insurer* who has not terminated the contract or proposed an amendment within the time limits set out in the preceding paragraphs cannot subsequently claim the aggravation of the risk.

#### § 5. *Insurer's* recourse

When the intentional omission or inaccuracy in the reporting of risk data misleads the *insurer* on the elements of the risk assessment, they have a right of recourse against the *policyholder* in accordance with Articles 45, 2° and 63.

When the unintentional omission or inaccuracy in the reporting of data relating to the risk can be blamed on the *policyholder*, the *insurer* has a right of recourse against the *policyholder* in accordance with Articles 45, 3° and 63.

### **Article 7 : Significant and lasting reduction in risk**

#### § 1. Contract amendment

When during the execution of the contract, the risk of the occurrence of the insured event has decreased in a significant and lasting manner to the point that, if the decrease had existed at the time of the conclusion of the contract, the *insurer* would have granted the insurance under other conditions, the latter grants a corresponding reduction in the premium due from the day on which they became aware of the reduction in risk.

#### § 2. Termination of the contract

If the two parties do not reach an agreement on the new premium within one month of the *policyholder's* request for a reduction, the *policyholder* may terminate the contract in accordance with Articles 26 and 27 , § 7.

### **Article 8 : Circumstances unknown at the conclusion of the contract**

When a circumstance becomes known during the course of the contract even though it was unknown to both parties at the time of the conclusion of the contract, Articles 6 and 7 are applicable insofar as the circumstance is likely to lead to a reduction or an increase in the insured risk.

### **Article 9 : Residence in another member state of the European Economic Area**

No residence of the *designated motor vehicle* in another Member State of the European Economic Area during the term of the contract may be considered as an aggravation or reduction of the risk within the meaning of Articles 6 and 7 and may not give rise to an amendment of the contract.

As soon as the *designated motor vehicle* is registered in a State other than Belgium, the contract automatically terminates.

## **SECTION 3 – Amendments concerning the *designated motor vehicle***

### **Article 10 : Transfer of ownership**

#### § 1. Transfer of ownership between living persons without replacement of the *designated motor vehicle*

If during the transfer of ownership between living persons of the *designated motor vehicle*, this *motor vehicle* is not replaced within sixteen days from the day after the transfer or, if within this period, the replacement is not declared, the contract is suspended from the day after the expiry of the aforementioned period and Articles 23 to 25 inclusive are applied.

The premium remains acquired by the *insurer* until the transfer of ownership is brought to its attention.

When the transferred *motor vehicle* takes part in road traffic under the registration mark that it bore before the transfer, even illicitly, the coverage remains acquired for this *motor vehicle* during the aforementioned period of sixteen days provided that no other insurance covers the same risk.

The *insurer* may however exercise recourse in accordance with Articles 44 and 48 if the damage is caused by an *Insured party* other than :

1° The *insurance policyholder* ;

2° all persons who live under the same roof as the *policyholder*, including those who, for the purposes of their studies, reside outside the principal residence of the *policyholder*.

In the case of a legal person, the *policyholder* referred to in the previous paragraph is the authorised driver.

§ 2. Transfer of ownership between living persons with replacement of the *designated motor vehicle* by a *motor vehicle* which is not the property of the *policyholder* or of the owner of the transferred *motor vehicle*

In the event of replacement of the transferred *motor vehicle* by a *motor vehicle* which does not belong to the *policyholder* or to the owner of the transferred *motor vehicle*, the provisions of Paragraph 1 apply for the transferred *motor vehicle*.

For the *motor vehicle* that comes as a replacement, the contract does not offer any coverage unless agreed between the *insurer* and the *policyholder*.

§ 3. Transfer of ownership between living persons with replacement of the *designated motor vehicle* by a *motor vehicle* which is the property of the *policyholder* or of the owner of the transferred *motor vehicle*

If during the transfer of ownership between living of the *designated motor vehicle*, this *motor vehicle* is replaced before the suspension of the contract by a *motor vehicle* which belongs to the *policyholder* or to the owner of the transferred *motor vehicle*, the coverage remains acquired for the *motor vehicle*, transferred in accordance with Paragraph 1 for a period of sixteen days from the day after the transfer of ownership of the *designated motor vehicle*.

This same sixteen-day coverage is also acquired for all insured parties for the *motor vehicle* which comes as a replacement and which takes part in road traffic under the registration mark of the transferred *motor vehicle*, even illegally.

These coverages are acquired without any declaration.

In the event that the replacement of the *motor vehicle* is declared within the aforementioned period of sixteen days, the contract remains subject to the insurance conditions, including the price list, in force with the *insurer* at the time of replacement and depending on the new risk.

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

If the *insurer* provides proof that the new risk has characteristics that do not fall within its acceptance criteria in force at the time of replacement of the *motor vehicle*, they may terminate the contract in accordance with Articles 26 and 30, § 11.

In the event of termination, the insurance conditions, including the premium, which were in force before the replacement of the *motor vehicle* remain applicable until the termination takes effect.

§ 4. Transfer of ownership of the *designated motor vehicle* on the death of the *policyholder*

In the event of transfer of ownership of the *designated motor vehicle* on the death of the *policyholder*, the contract subsists in accordance with Article 22.



## Article 11 : Theft or embezzlement

### § 1. Theft or misappropriation of the *designated motor vehicle* without replacement

If the *designated motor vehicle* is stolen or misappropriated and not replaced, the *policyholder* may request that the contract be suspended. In this case, the suspension takes effect on the date of the request but at the earliest on the expiration of the period of sixteen days from the day after the theft or misappropriation and Articles 23 to 25 inclusive are applied.

The premium remains acquired by the *insurer* until the suspension takes effect.

If the suspension is not requested, the coverage remains acquired for the stolen or misappropriated *motor vehicle* except for the damages caused by persons who have taken control of the *insured motor vehicle* by theft, violence or following receipt of stolen goods.

### § 2. Theft or misappropriation of the *designated motor vehicle* with replacement by a *motor vehicle* that is not the property of the *policyholder*

In the event of replacement of the stolen or misappropriated *motor vehicle* by a *motor vehicle* which does not belong to the *policyholder* or to the owner of the stolen or misappropriated *motor vehicle*, Paragraph 1 applies.

For the *motor vehicle* that comes as a replacement, this contract does not offer any coverage unless agreed between the *insurer* and the *policyholder*.

### § 3. Theft or misappropriation of the *designated motor vehicle* with replacement by a *motor vehicle* that is the property of the *policyholder*

If the *designated motor vehicle* is stolen or misappropriated and if, before the suspension of the contract, it is replaced by a *motor vehicle* which belongs to the *policyholder* or to the owner of the stolen or misappropriated *motor vehicle*, the coverage remains acquired for the stolen or misappropriated *motor vehicle*, except for the damages caused by persons who have taken control of the *insured motor vehicle* by theft, violence or following receipt of stolen goods. In the event of termination of the contract, this coverage ends when the termination of the contract takes effect.

In case of declaration of the replacement of the *motor vehicle*, the contract remains for the *motor vehicle* which replaces the stolen or misappropriated *motor vehicle* under the insurance conditions, including the tariff which is in force with the *insurer* at the time of the replacement of the *motor vehicle* and according to the new risk.

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

If the *insurer* provides proof that the new risk has characteristics that do not fall within its acceptance criteria in force at the time of replacement of the *motor vehicle*, they may terminate the contract in accordance with Articles 26 and 30, § 11.

In the event of termination, the insurance conditions, including the premium, which were in force before the replacement of the *motor vehicle* remain applicable until the termination takes effect.

## Article 12 : Other situations of disappearance of the risk

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

If the risk no longer exists and if the *designated motor vehicle* is not replaced, the *policyholder* may request to suspend the contract. In this case, the suspension takes effect on the date of the declaration and Articles 23 to 25 inclusive are applied, except in cases of transfer of ownership, theft or misappropriation of the *designated motor vehicle* referred to in Articles 10 and 11.

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

After the declaration of the replacement of the *designated motor vehicle* by a *motor vehicle* which does not belong to the *policyholder* or to the owner of the *motor vehicle* designated before the suspension of the contract, the contract does not offer any coverage without agreement between the *insurer* and the *policyholder*.

§ 3. Disappearance of the risk with replacement of the *designated motor vehicle* by a *motor vehicle* which is the property of the *policyholder*

After the declaration of the replacement of the *designated motor vehicle* by a *motor vehicle* which belongs to the *policyholder* or to the owner of the *motor vehicle* designated before the suspension of the contract, the coverage is transferred to the benefit of the *motor vehicle* which is replaced only at the time desired by the *policyholder*. At the same time, the coverage for the *designated motor vehicle* ends.

Regarding the *motor vehicle* that comes as a replacement, the contract remains subject to the insurance conditions, including the tariff, in force with the *insurer* at the time of replacement and according to this new risk.

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

If the *insurer* provides proof that the new risk has characteristics that do not fall within its acceptance criteria in force at the time of replacement of the *motor vehicle*, they may terminate the contract in accordance with Articles 26 and 30, § 11.

In the event of termination, the insurance conditions, including the premium, which were in force before the replacement of the *motor vehicle* remain applicable until the termination takes effect.

#### **Article 13 : Rental contract**

The provisions of Article 10 are also applicable in the event of the termination of the *policyholder's* rights to the *designated motor vehicle* that they have received in performance of a rental contract or a similar contract.

#### **Article 14 : Requisition by the authorities**

In the event of requisition for ownership or rental of the *designated motor vehicle*, the contract is suspended by the sole fact of possession of the *motor vehicle* by the requesting authorities.

Both parties may terminate the contract in accordance with Articles 26 and 27, § 8 or 30, § 8.

### **SECTION 4 – Duration – Premium - Amendment of the premium and the insurance conditions**

#### **Article 15 : Duration of the contract**

§ 1. Maximum duration

The duration of the contract cannot exceed one year.

§ 2. Renewal by tacit agreement

Unless one of the parties objects to it at least three months before the end of the contract term in accordance with Articles 26, 27, § 2 and 30, § 2, the contract is tacitly renewed for successive periods of one year.

§ 3. Short-term

Contracts lasting less than one year are not tacitly renewed, unless otherwise agreed.

#### **Article 16 : Payment of the premium**

The premium, increased by taxes and contributions, is payable, at the latest, on the deadline date for the premium, at the *insurer's* request.

If the premium is not paid directly to the *insurer*, the payment of the premium is finally made to the third party who requires it and who appears to be the agent of the *insurer*.

### **Article 17 : The insurance certificate**

As soon as the insurance coverage is granted to the *policyholder*, the *insurer* issues them with an *insurance certificate* proving the existence of the contract.

The *insurance certificate* is not valid in the event of cancellation of the contract and ceases to be so at the end of the contract or as soon as the termination or suspension of the contract takes effect.

### **Article 18 : Failure to pay the premium**

#### § 1. Formal notice

In the event of non-payment of the premium on the deadline date, the *insurer* may suspend the coverage or terminate the contract provided that the *policyholder* has been given formal notice, either by bailiff's writ or by registered letter.

#### § 2. Suspension of the cover

The suspension of the cover takes effect at the expiration of the period cited in the formal notice but which may not be less than fifteen days from the day after service of the writ or the day after submission of the registered letter.

If the cover has been suspended, the payment by the *policyholder* of the premiums due, as specified in the last formal notice or court decision, puts an end to this suspension.

The suspension of the cover does not prejudice the right of the *insurer* to claim the premiums which subsequently fall due, provided that the *policyholder* has been given formal notice in accordance with Paragraph 1 and that the formal notice recalls the suspension of the cover. The *insurer's* right is however limited to premiums relating to two consecutive years.

#### § 3. *Insurer's* recourse

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

#### § 4. Termination of the contract

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

### **Article 19 : Amendment of the premium**

If the *insurer* increases the premium, the *policyholder* can terminate the contract in accordance with Articles 26 and 27, § 3.

The communication of the adjustment of the premium takes place in accordance with the legislation in force.

If the amount of the premium is amended in accordance with a clear and precise provision of the insurance contract, the *policyholder* does not have a right of termination.

This provision does not affect the right of termination provided for in Article 27, §§ 7 and 9.

### **Article 20 : Amendment of the insurance conditions**

§ 1. Amendment of the insurance conditions in favour of the *policyholder*, the *Insured party* or any third party involved in the performance of the contract

The *insurer* may amend the insurance conditions entirely for the benefit of the *policyholder*, the *Insured party* or any third party involved in the performance of the contract.

When the premium increases, the *policyholder* can terminate the contract in accordance with Articles 26 and 27, § 3.

§ 2. Amendment of provisions likely to have an influence on the premium or the excess

If the *insurer* amends the insurance conditions relating to the amendment of the premium according to the *claims* which have occurred or those relating to the excess and if this amendment is not entirely in favour of the *policyholder* or of the *Insured party*, the *policyholder* may terminate the contract in accordance with Articles 26 and 27, § 3.

If the excess is amended in accordance with a clear and precise provision of the insurance contract, the *policyholder* does not have a right of termination.

#### § 3. Amendment in accordance with a legislative decision of an official body

If the *insurer* amends the insurance conditions in accordance with a legislative decision of an official body, they will clearly inform the *policyholder*.

When the amendment results in an increase in the premium or if the amendment is not uniform for all *insurers*, the *policyholder* may terminate the contract in accordance with Articles 26 and 27, § 3.

In the absence of clear information, it is the most extensive cover resulting from the legislation which is applicable and the *policyholder* can terminate the contract in accordance with Articles 26 and 27, § 3.

The *insurer* may terminate the contract in accordance with Articles 26 and 30, § 7 if they provide proof that they would, in no case, have insured the risk resulting from the new legal framework.

#### § 4. Additional amendments

If the *insurer* proposes amendments other than those referred to in §§ 1 and 3, they will clearly inform the *policyholder*.

The *policyholder* can terminate the contract in accordance with Articles 26 and 27, § 3.

The *policyholder* also has a right of termination if they have not received clear information from the *insurer* about the amendment.

#### § 5. Manner of communicating

The communication of the amendment of the insurance conditions and the premium takes place in accordance with the legislation in force.

### **Article 21 : Bankruptcy of the insurance policyholder**

#### § 1. Maintenance of the contract

In the event of bankruptcy of the *policyholder*, the contract subsists for the benefit of the body of creditors who become debtors to the *insurer* for the amount of premiums due from the declaration of bankruptcy.

#### § 2. Termination of the contract

The trustee in bankruptcy and the *insurer* have the right to terminate the contract in accordance with Articles 26, 28 and 30, § 9.

### **Article 22 : Death of the insurance policyholder**

#### § 1. Maintenance of the contract

In the event of the death of the *policyholder*, the contract subsists for the benefit of the heirs who are required to pay the premiums.

When the *designated motor vehicle* is granted in full ownership to one of the heirs or to a legatee of the *policyholder*, the contract remains in their favour.

#### § 2. Termination of the contract

The heirs may terminate the contract in accordance with Articles 26 and 29, Paragraph 1.

The heir or legatee who has received the *designated motor vehicle* in full ownership may terminate the contract in accordance with Articles 26 and 29, Paragraph 2.

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

## **SECTION 5 – Suspension of the contract**

### **Article 23 : Enforceability of the suspension**

The suspension of the contract is enforceable against the injured party.

## Article 24 : Returning the designated motor vehicle to the road

When the *designated motor vehicle* is returned to the road, the contract is re-instated under the insurance conditions, including the price list, in force at that time.

When the contract is re-instated, the portion of the non-absorbed premium is offset against the new premium.

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

In the event of termination, the insurance conditions, including the premium, which were applicable before the suspension of the contract remain valid until the termination takes effect.

## Article 25 : Placing on the road of any other motor vehicle

When declaring the placing on the road any other *motor vehicle* which belongs to the *policyholder* or to the owner of the *motor vehicle* designated previously, the contract is re-instated under the insurance conditions, including the tariff, in force at that time and depending on the new risk.

When the contract is re-instated, the portion of the non-absorbed premium is offset against the new premium.

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

If the *insurer* provides proof that the new risk presents characteristics that do not fall within its acceptance criteria in force at the time of the request for re-instatement of the contract, they may terminate the contract in accordance with Articles 26 and 30, § 11.

In the event of termination, the insurance conditions, including the premium, which were in force before the suspension of the contract remain applicable until the termination takes effect.

## SECTION 6 – End of the contract

### Article 26 : Terms of termination

#### § 1. Form of the termination

Termination is effected by court bailiff's writ, by registered letter or by delivery of the termination letter against receipt.

Termination for non-payment of the premium cannot be effected by delivery of the termination letter against receipt.

#### § 2. Effective date of termination

Unless otherwise specified in Articles 27 and 30, termination takes effect at the expiration of a period of one month from the day after service of the bailiff's writ or, in the case of a registered letter, from the day after it is submitted or from the day after the date of the receipt.

#### § 3. Credit of premium

The portion of the premium relating to the period after the effective date of the termination is re-imbursed by the *insurer* within thirty days of the effective date of the termination.

### Article 27 : Termination options for the insurance policyholder

#### § 1. Before the contract takes effect

The *policyholder* may terminate the contract when, between the date of its conclusion and that of its entry into force, a period of more than one year has elapsed. This termination must be advised at least three months before the contract takes effect.

The termination takes effect on the effective date of the contract.

#### § 2. At the end of each insurance period

The *policyholder* can terminate the contract at the end of each insurance period but at the latest three months before the deadline date.

The termination takes effect on the deadline date.

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

The *policyholder* may terminate the contract in the event of a amendment, referred to in Articles 19 and 20, in the premium, the insurance conditions or the excess.

The *policyholder* may also terminate the contract if they have not received clear information from the *insurer* about the amendment referred to in Article 20.

### § 4. After claim

The *policyholder* may terminate the contract after a *claim* for which compensations in favour of injured parties have been paid or will have to be paid, with the exception of payments made in accordance with Article 50.

The termination must take place at the latest one month after the payment of the compensation. The termination takes effect at the expiration of a period of three months from the day after the service of the bailiff's writ or the day after the date of the receipt or, in the case of a registered letter, from the day after it is submitted.

### § 5. Change of insurer

The *policyholder* can terminate the contract in the event of assignment by the *insurer* of rights and obligations resulting from the contract.

The termination must take place within three months of the publication in the Belgian Official Gazette of the decision of the National Bank of Belgium approving the transfer.

The termination takes effect at the expiration of a period of one month from the day after the service of the bailiff's writ or the day after the date of the receipt or, in the case of a registered letter, from the day after it is submitted, or on the annual premium deadline date when this is before the expiration of the aforementioned period of one month.

This right of termination does not apply to mergers and divisions of insurance companies, nor to transfers carried out within the framework of a contribution of the generality of the goods or of a branch of activity, nor to other transfers between *insurers* that are part of the same consolidated group.

### § 6. Cessation of the insurer's activities

The *policyholder* can terminate the contract in the event of bankruptcy, re-organisation as a result of court rulings or withdrawal of the *insurer's* authorisation.

### § 7. Reduction of risk

The *policyholder* may terminate the contract if, in the event of a reduction in risk, no agreement has been reached on the amount of the new premium in the month of the request for the reduction in premium.

### § 8. Requisition by the authorities

The *policyholder* may terminate the contract, when it is suspended due to the fact that the *designated motor vehicle* is requisitioned for ownership or rental by the authorities.

### § 9. Replacement of a motor vehicle or re-instatement of the suspended contract

When, in the event of a change of *motor vehicle* or re-instatement of the suspended contract, the *policyholder* does not accept the insurance conditions, including the premium, they must terminate the contract within a period of one month from receipt of notification of these conditions.

### § 10. Combined policy

When the *insurer* terminates one or more covers other than those referred to in Articles 38, 50, 56 to 59 inclusive, the *policyholder* may terminate the contract as a whole.

## Article 28 : Termination by the trustee

The trustee can terminate the contract within three (3) months of the declaration of bankruptcy.

## Article 29 : Termination by the heirs or legatee

The heirs of the *policyholder* can terminate the contract within three months and 40 days of the *policyholder's* death.

The heir or legatee of the *policyholder*, to whom the *designated motor vehicle* is allocated in full ownership, may terminate the contract within one month from the day of allocation of the *motor vehicle*. This one-month period does not prejudice the application of the three-month and forty-day period.

## Article 30 : Faculties of termination for the insurer

### § 1. Before the contract takes effect

The *policyholder* may terminate the contract when, between the date of its conclusion and that of its entry into force, a period of more than one year has elapsed. This termination must be advised at least three months before the contract takes effect.

The termination takes effect on the effective date of the contract.

### § 2. At the end of each insurance period

The *insurer* can terminate the contract at the end of each insurance period but at the latest three months before the deadline date.

The termination takes effect on the deadline date.

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

The *insurer* may terminate the contract for non-payment of the premium, even without prior suspension of the cover, provided that the *policyholder* has been given formal notice.

The termination takes effect at the expiration of the period cited in the formal notice but at the earliest fifteen days from the day after the service of the writ or, in the case of registered letter, from the day after it is submitted.

The *insurer* may suspend its cover obligation and terminate the contract if they have so disposed in the same formal notice.

In this case, the termination takes effect at the expiration of the period determined by the *insurer* but at the earliest fifteen days from the first day of the suspension of the cover.

When the *insurer* has suspended their cover obligation and the contract has not been terminated in the same formal notice, termination can only take place by means of a new formal notice.

In this case, the termination takes effect at the expiration of the period cited in the formal notice but at the earliest fifteen days from the day after the service of the writ or, in the case of registered letter, from the day after it is submitted.

### § 4. After claim

1° The *insurer* may terminate the contract after a *claim* only if they have paid or will have to pay compensation in favour of injured parties, with the exception of payments made in application of Article 50.

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

The termination takes effect at the expiration of a period of three months from the day after the date of the service of the bailiff's writ or the day after the date of the acknowledgement of receipt or, in the case of a registered letter, from the day after it is submitted.

The termination after a *claim* of one or more covers other than those referred to in Articles 38, 50, 56 to 59 inclusive, does not give the *insurer* the right to cancel these covers.

2° The *insurer* may, at any time, terminate the contract after a *claim*, when the *policyholder* or the insured has breached one of the obligations arising from the occurrence of the *claim* with the intention of deceiving the *insurer*, as soon as the *insurer* has lodged a complaint against one of these persons before an investigating judge with civil proceedings or has summoned them to the court of judgment, on the basis of Articles 193, 196, 197, 496 or 510 to 520 of the Criminal Code. The *insurer* is required to repair the damage resulting from this termination if they have withdrawn from their action or if the public action has resulted in a dismissal or an acquittal.

The termination takes effect at the earliest one month from the day after service of the writ, the day after the date of the receipt or the day after the date of the submission of a registered letter.

#### § 5. Omission, inaccuracy in the declaration and increased risk

The *insurer* can terminate the contract in the event of :

1° unintentional omission or inaccuracy in the reporting of data relating to the risk when the contract referred to in Article 4 is concluded ;

2° a significant and lasting worsening of the risk during the contract referred to in Article 6.

#### § 6. Technical requirements of the *motor vehicle*

The *insurer* can terminate the contract when :

1° the *motor vehicle* does not comply with the regulations on the technical conditions with which *motor vehicles* must comply ;

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

#### § 7. New legal provisions

The *insurer* may terminate the contract if they provide proof that they would in no case have insured the risk resulting from the amendment of the insurance conditions in accordance with a decision of the official body referred to in Article 20.

#### § 8. Requisition by the authorities

The *insurer* may terminate the contract, when it is suspended due to the fact that the *designated motor vehicles* is requisitioned for ownership or rental by the authorities.

#### § 9. Bankruptcy of the *policyholder*

The *insurer* may terminate the contract in the event of bankruptcy of the *policyholder* at the earliest three months after the declaration of bankruptcy.

#### § 10. Death of the *policyholder*

The *insurer* can terminate the contract after the death of the *policyholder* within three months from the day on which the *insurer* becomes aware of it.

#### § 11. Replacement of a *motor vehicle* or re-instatement of the suspended contract

If the *insurer* provides proof that the new risk has characteristics that do not fall within its acceptance criteria in force at the time of replacement or re-instatement, they can terminate the contract within one month from the day on which they became aware of the characteristics of the new risk.

### **Article 31 : End of the contract after suspension**

If the suspended contract is not re-instated before its expiry date, it ends on that deadline date.

If the suspension of the contract takes effect within three months of the expiration date, the contract ends on the following deadline date.

The portion of the premium not absorbed is re-imbursed within thirty days of the final deadline date of the contract.

## **CHAPTER 3 - CLAIM**

### **Article 32 : Claim declaration**

#### § 1. Period for declaration

Any *claim* must be declared in writing immediately and, at the latest, within eight days of its occurrence, to the *insurer* or to any other person designated for this purpose in the contract. The *insurer* cannot however invoke the failure to respect this deadline if this declaration was made as quickly as it could reasonably be done.



This obligation is incumbent on all insured parties.

## § 2. Content of the declaration:

The *claim* must indicate as far as possible the causes, circumstances and probable consequences of the *claim*, as well as the surname, first name and domicile of witnesses and *injured persons*. As far as possible, the declaration is made on the form made available to the *policyholder* by the *insurer*.

## § 3. Additional information

The *policyholder* and the other insured parties provide without delay to the *insurer*, or to any other person designated for this purpose in the contract, all the useful information and documents requested by the latter. The insured transmits to the *insurer* or to any other person designated for this purpose in the contract, all citations and generally all legal or extra-judicial documents within 48 hours of their delivery or service to the *Insured party*.

## **Article 33 : Acknowledgment of liability by the Insured party**

Any acknowledgment of liability, any transaction, any fixing of damage, any promise of compensation or any payment made by the *Insured party*, without the written authorisation of the *insurer*, is unenforceable against them.

The acknowledgment of the facts or the assumption of responsibility by the *Insured party* for financial first aid and immediate medical care cannot constitute a cause for refusal of coverage by the *insurer*.

## **Article 34 : Benefit provided by the insurer in the event of a claim**

### § 1. Compensation

According to the provisions of the contract, the *insurer* pays the compensation due in principal.

Even beyond the compensation limits, the *insurer* pays interest on the compensation due in principal, costs relating to civil actions, including procedural compensation in criminal matters, as well as the fees and expenses of lawyers and experts, but only insofar as these costs have been incurred by them or with their agreement or in the event of a conflict of interest which is not attributable to the *Insured party*, insofar as these costs have not been unreasonably incurred. The costs recovered from third parties and the procedural compensation must be re-imbursed to the *insurer*.

### § 2. Compensation limits

There is no limit on compensation for damages resulting from bodily harm.

The compensation limit for the material damages is 100 million euros per *claim*. This amount is indexed in accordance with Article 3 of the Law of 21 November 1989 on compulsory liability insurance for *motor vehicles*.

### § 3. Dispute management

From the moment the *insurer* is required to intervene and insofar as they are called upon to intervene, they have the obligation to take up the case for the *Insured party* according to the stipulations of the contract. With regard to civil interests, and insofar as the interests of the *insurer* and the *Insured party* coincide, the *insurer* has the right to contest, in place of the *Insured party*, the *claim* of the injured party. The *insurer* can compensate the latter if necessary.

### § 4. Safeguarding the rights of the *Insured party*

The interventions of the *insurer* do not imply any recognition of liability on the part of the *Insured party* and may not cause them prejudice.

### § 5. Communication of the settlement of the *claim*

The final compensation or the refusal to compensate is communicated to the *policyholder* as soon as possible.

### § 6. Subrogation

The *insurer* who has paid the compensation is subrogated, up to the amount thereof, in the rights and actions of the *Insured party* against third parties responsible for the damage.

The *insurer* who has paid the compensation in accordance with Article 50 is subrogated, up to the amount of the compensation, in the rights and actions of the injured parties against the third parties responsible for the damage.

## Article 35 : Criminal prosecution

### § 1. Means of defence

If a *claim* gives rise to criminal proceedings against the *Insured party*, even if the civil interests are not settled, the *Insured party* may freely choose their means of defence at their own expense.

The *insurer* must limit themselves to determining the means of defence in relation to the extent of the liability of the *Insured party* and the level of the amounts claimed by the injured party, without prejudice to Article 34 with regard to civil interests.

The *Insured party* is required to appear in person when the procedure so requires.

### § 2. Levels of recourse after conviction

In the event of a criminal conviction, the *insurer* cannot oppose that the insured exhaust, at their own expense, the different degrees of jurisdiction, the *insurer* not being required to intervene in the choice of levels of recourse in criminal matters.

The *insurer* has the right to pay the compensations if necessary.

If the *insurer* has intervened voluntarily, they are required to notify the *Insured party*, in good time, of any recourse they would bring against the court decision as to the extent of the liability of the *Insured party*; the latter decides at their own risk whether or not to follow the recourse filed by the *insurer*.

### § 3. Fines, transactions and fees

Without prejudice to Article 34, § 1, Paragraph 2, fines, transactions in criminal matters and legal costs relating to criminal proceedings are not payable by the *insurer*.

## CHAPTER 4 – CERTIFICATION OF *CLAIMS* WHICH HAVE OCCURRED

### Article 36 : Obligation of the insurer

The *insurer* delivers to the *policyholder*, within fifteen days of each request and at the end of the contract, a certificate of *claims* that have occurred, including the information provided for by the regulations.

## CHAPTER 5 – COMMUNICATIONS

### Article 37 : Recipient of communications

#### § 1. The *insurer*

Communications and notifications intended for the *insurer* must be made to their postal address, their e-mail address or to any person designated for this purpose in the contract.

#### § 2. *Policyholder*

Communications and notifications to the *policyholder* must be made to the last address known to the *insurer*.

With the consent of the *policyholder*, these communications and notifications can also be made by electronic mail to the last address provided by them.

# PROVISIONS APPLICABLE TO THE LEGAL MOTOR THIRD PARTY *LIABILITY* COVER

## CHAPTER 1 – THE COVER

### Article 38 : Object of the insurance

By this contract, the *insurer* covers, in accordance with the aforementioned Law of 21 November 1989 or, where applicable, the applicable foreign legislation and in accordance with the contractual provisions, the *Motor third party liability* incurred by the *Insured party* following a *claim* caused by the *insured motor vehicle*.

### Article 39 : Territorial coverage

The cover is granted for a *claim* occurring in any country for which the cover is granted according to the *insurance certificate*.

This cover is granted for claims occurring on public roads or on public or private land.

### Article 40 : Claim occurring abroad

When the *claim* occurs outside Belgian territory, the coverage granted by the *insurer* is that provided for by the legislation on compulsory automobile insurance of the country in whose territory the *claim* took place.

However, the application of this foreign law cannot deprive the *Insured party* of the more extensive coverage that Belgian law grants them.

### Article 41 : Insured persons

*Motor third party liability* is covered :

1° Of the *policyholder* ;

2° of the owner, any keeper, any driver of the *designated motor vehicle* and any person transported by this vehicle ;

3° of the owner, any keeper, any driver and any person transported by the *insured motor vehicle*, referred to in Articles 10 and 11 under the conditions provided for in these Articles ;

4° of the person who is civilly responsible for the aforementioned persons.

### Article 42 : Excluded persons

The following are excluded from the right to compensation :

1° the person responsible for the damage, except in the case of vicarious liability ;

2° the person exonerated from liability by virtue of a legal or regulatory provision and within the limits thereof.

For the application of this article, the right to compensation remains with the person partially responsible, for the part of their damage attributable to an *Insured party*.

### Article 43 : Damages excluded from compensation

1st. The *motor vehicle* insured

Damages to the *insured motor vehicle* are excluded.

§ 2. Goods transported

The damages to goods transported professionally and for a cost by the *insured motor vehicle* are excluded, with the exception of clothing and luggage belonging to the persons transported.

§ 3. Damages caused by the transported goods

Damages which, not resulting from the use of the *insured motor vehicle*, are caused by the mere fact of the goods transported or by the handling necessitated by this transport are excluded.

§ 4. Authorised contests

Damages resulting from the participation of the *insured motor vehicle* in races or competitions of speed, regularity or skill authorised by the authorities are excluded.

#### § 5. Nuclear energy

Damages to be compensated in accordance with the legislation relating to third party liability in the field of nuclear energy are excluded.

#### § 6. Theft of the *insured motor vehicle*

Damages caused by persons who have taken control of the *insured motor vehicle* by theft, violence or following receipt of stolen goods are excluded.

## CHAPTER 2 – THE *INSURERS* RIGHT OF RECOURSE

### Article 44 : Determination of the amounts of the right of recourse

When the *insurer* is liable towards the injured parties, they have a right of recourse which relates to the net expenses of the *insurer*, namely the principal amount of the compensation, legal costs and interest, less any excesses and amounts which they were able to recover.

This right of recourse can only be applied in the cases and against the persons cited in Articles 45 to 48 inclusive, up to the amount of the share of responsibility incumbent personally on the *Insured party*.

Unless otherwise specified in Articles 45 to 47 inclusive, the recourse is determined as follows:

1° when the net expenses do not exceed 11,000 euros, the recourse may be exercised in full ;

2° when the net expenditure exceeds 11,000 euros, the latter amount is increased by half of the sums exceeding 11,000 euros. The recourse cannot exceed an amount of 31,000 euros.

### Article 45 : Recourse against the insurance policyholder

The *insurer* has a right of recourse against the *policyholder* :

1° in the event of suspension of the contract cover for failure to pay the premium in accordance with Article 18 ;

2° for the total amount of its net expenditure, referred to in Article 44, Paragraph 2, in the event of intentional omission or inaccuracy in the reporting of data relating to the risk at the conclusion, in accordance with Article 3, or during the contract, in accordance with Article 6;

3° for the amount of net expenditure in accordance with Article 44, Paragraph 2, with a maximum of 250 euros in the event of unintentional omission or inaccuracy in the reporting of data relating to the risk, both at the time of conclusion, in accordance with Article 4, and during the contract, in accordance with Article 6.

### Article 46 : Recourse against the Insured party

The *insurer* has a right of recourse against the *Insured party*:

1° when the *insurer* proves that the *Insured party* intentionally caused the *claim*, for the total amount of their net expenses referred to in Article 44, Paragraph 2;

2° when the *insurer* proves that the *Insured party* caused the *claim* by reason of one of the following serious faults and provided that the *insurer* demonstrates the causal link with the *claim* :

a) driving while in drunken state ;

b) driving under the influence of drugs, medication or hallucinogens which have the effect of depriving the *Insured party* of the control of their acts ;

3° when the *insurer* proves that the *Insured party* is the author of the offence or their accomplice when the use of the *motor vehicle* which caused the *claim* was the subject of a breach of trust, a fraud or a misappropriation;

4° insofar as the *insurer* proves that they have suffered damage as a result of the *Insured party's* failure to perform a specific act within a period determined by the contract. The *insurer* cannot invoke this period to refuse their benefit if the act was carried out as quickly as it could reasonably be done.

## Article 47 : Recourse against the insurance policyholder and the Insured party

### § 1. Recourse with causal link

The *insurer* has a right of recourse against the *policyholder* and, if applicable, against the *Insured party* other than the *policyholder* :

1° when, at the time of the *claim*, the *designated motor vehicle* subject to Belgian regulations for road worthiness tests does not comply with these regulations and is placed on the road outside the only journeys still authorised.

This recourse can only be exercised when the *insurer* demonstrates that there is a causal link between the condition of the vehicle and the *claim*;

2° when the *claim* occurs during the participation of the *insured motor vehicle* in a speed race or a competition, regularity or at an address not authorised by the public authorities. This recourse can only be exercised when the *insurer* demonstrates that there is a causal link between participation in this race or competition and the *claim* ;

3° when the *claim* occurs when the number of passengers exceeds that authorised under regulatory or contractual provisions. The amount of the recourse is limited to the expenses relating to the passengers and this, in proportion to the number of excess passengers, compared to the total number of passengers actually transported, without prejudice to Article 44. This recourse can only be exercised to the extent that the *insurer* demonstrates that there is a causal link between the exceeding of the authorised number of passengers and the *claim* ;

4° when the *claim* occurs when the persons transported take place in violation of regulatory or contractual conditions, with the exception of exceeding the maximum authorised number of passengers, recourse is exercised for the total compensation paid to these persons transported , without prejudice to Article 44. This recourse can only be exercised to the extent that the *insurer* demonstrates that there is a causal link between the non-conforming seat in the *motor vehicle* and the *claim*.

### § 2. Recourse without causal link

The *insurer* has a right of recourse against the *policyholder* and, if applicable, against the insured other than the *policyholder*, when they prove that at the time of the *claim*, the *motor vehicle* insured is driven :

- a) by a person who has not reached the minimum age legally required in Belgium to drive this *motor vehicle* ;
- b) by a person who does not hold a valid driving licence to drive this *motor vehicle*;
- c) by a person who has violated the specific restrictions for driving the *motor vehicle* cited on their driving licence ;
- d) by a person who has a current driving licence forfeiture in Belgium, even if the *claim* occurs abroad.

There is no right of recourse for Points a), b) and c) if the person driving the *motor vehicle* abroad has complied with the conditions prescribed by law and local regulations for driving the *motor vehicle*.

There is no right of recourse for Points b), c) and d) when the *Insured party* demonstrates that this situation results solely from non-compliance with a purely administrative formality.

### § 3. Contesting the recourse

However, the *insurer* may not exercise recourse for any situation cited in this article against an *Insured party* who establishes that the breaches or facts giving rise to the recourse are attributable to another *Insured party* and occurred against their instructions or without their knowledge.

## Article 48 : Recourse against the author or the person civilly liable

The *insurer* has a right of recourse against the author of the *claim* or the person civilly liable in the event of transfer of ownership, provided that they prove that this *Insured party* is another person than the one referred to in Article 10, § 1., Paragraph 4.

## Article 49 : Application of an excess

The *policyholder* pays the *insurer* the amount of the excesses applicable under the contract. This payment can never exceed the expenses of the *insurer*. The excesses must be charged before any recourse is applied.

## PROVISIONS APPLICABLE TO THE COMPENSATION OF CERTAIN VICTIMS OF ROAD TRAFFIC ACCIDENTS

### CHAPTER 1 – The obligation to compensate

#### SECTION 1 – Legal basis

##### Article 50 : Compensation for vulnerable users

In accordance with Article 29bis of the aforementioned law of 21 November 1989, the *insurer* is obliged to compensate all the damages described in this article.

##### Article 51 : Compensation for innocent victims

In accordance with Article 29ter of the aforementioned law of 21 November 1989, the *insurer* is obliged to compensate all the damages described in this article.

#### SECTION 2 – Territorial determination of the obligation to compensate

##### Article 52 : Territorial determination of the obligation to compensate vulnerable users

The obligation to compensate, referred to in Article 50, is applicable for the *motor vehicle* as soon as Belgian law is applicable, with the exception of accidents occurring in a country which is not cited on the *insurance certificate*.

The obligation of compensation is applicable for accidents occurring on the public highway or on land open to the public or to a certain number of persons having the right to frequent them.

##### Article 53 : Territorial determination of the obligation to compensate innocent victims

The obligation to compensate, referred to in Article 51, is only applicable to accidents occurring on Belgian territory.

The obligation of compensation is applicable for accidents occurring on the public highway or on land open to the public or to a certain number of persons having the right to frequent them.

##### Article 54 : Damages excluded from compensation

###### § 1. Authorised contests

Damage resulting from the participation of the *insured motor vehicle* in races or competitions of speed, regularity or skill subject to special authorisation from the authorities is excluded.

###### § 2. Nuclear energy

Damage to be compensated in accordance with the regulations on third party liability in nuclear energy is excluded.

###### § 3. Theft of the *insured motor vehicle*

Damage resulting from the involvement of the *insured motor vehicle* of which people have taken control by theft, violence or following receipt of stolen goods is excluded.

### CHAPTER 2 – THE *INSURERS* RIGHT OF RECOURSE

#### Article 55 : Recourse against the insurance policyholder and the Insured party

The *insurer* has no right of recourse against the *policyholder* or the *Insured party*, unless full or partial liability for the accident is incurred by the *policyholder* or the *Insured party*.

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

# PROVISIONS APPLICABLE TO ADDITIONAL COVERS

## CHAPTER 1 – THE COVERS

### Article 56 : The *motor vehicle* used temporarily as a replacement

#### § 1. Scope of application

The coverage extends, under the conditions of this article, to the use of a *motor vehicle* belonging to a third party other than the *designated motor vehicle*, without a declaration to the *insurer* being required.

The following are not considered as third parties within the meaning of Paragraph 1:

- the *policyholder* or, when the *policyholder* is a legal person, each driver of the *designated motor vehicle* whose name has been communicated to the *insurer*;
- persons who live under the same roof as the aforementioned persons, including those who, for the purposes of their studies, stay outside the principal residence of the *policyholder* ;
- the owner or usual keeper of the *designated motor vehicle*.

The coverage is valid for the *motor vehicle* which replaces the *designated motor vehicle* and which is intended for the same use when the *designated motor vehicle* is definitively or temporarily out of use due to maintenance, improvements, repairs, technical control or total technical loss.

When the *designated motor vehicle* has two or three wheels, the coverage may in no case coverage a motor vehicle with four or more wheels.

#### § 2. Insured parties

As the driver, keeper or passenger of the replacement *motor vehicle* or legally responsible person for the driver, keeper or passenger, *Motor third party liability* is covered :

- of the owner of the *designated motor vehicle*;
- of the *policyholder* or, when the *policyholder* is a legal person, of the authorised driver of the *designated motor vehicle* ;
- of persons who live under the same roof as the aforementioned persons, including those who, for the purposes of their studies, residence outside the principal residence of the *policyholder* or of the owner ;
- of each person whose name is cited in the contract.

#### § 3. Effective date and duration of the coverage

This coverage takes effect when the *designated motor vehicle* can no longer be used and ends when the replacement *motor vehicle* is returned to its owner or to the person designated by them.

The *motor vehicle* must be returned within a reasonable time after receipt of the notice that the *designated motor vehicle* has been provided.

The coverage can never exceed thirty days.

#### § 4. Extension of coverage in the event of recourse

When using a *motor vehicle* under the conditions referred to in this article, coverage is also acquired when the *Insured party* is obliged to re-imburse the compensations paid to *injured persons* in performance of another insurance contract in application and in accordance with the application of the right of recourse referred to in Articles 44, 47, § 1, 1° and 48.

### Article 57 : Towing of a motor vehicle

When the insured *motor vehicle* tows, on an occasional basis, any *motor vehicle* in order to repair it, the *Motor third party liability* cover of the person who supplied the chain, tether, rope, fixed bar or any *accessories* used for towing is covered. The *Motor third party liability* of this person is also covered for the damages caused to the *motor vehicle* towed.

When the *insured motor vehicle* repairs, on an occasional basis, another *motor vehicle* that is not a *trailer*, the damages caused by the *motor vehicle* towing to the *motor vehicle* towed are covered.

When another *motor vehicle* repairs the *insured motor vehicle* on an occasional basis, the damages caused by the *motor vehicle* towed to the *motor vehicle* towing are covered.

Concerning the cover of Paragraphs 2 and 3, the *Motor third party liability* of the persons referred to in Article 41 is covered.

#### **Article 58 : Cleaning and repairing the interior fittings of the insured motor vehicle**

The *insurer* re-imburses the costs actually incurred by the insured for cleaning and repairing the interior fittings of the *insured motor vehicle* when these costs result from the unpaid transport of persons injured as a result of a road traffic accident.

#### **Article 59 : Surety bond**

##### § 1. Requirement from an official body abroad

When, following a *claim* in one of the countries listed on the *insurance certificate*, other than Belgium, an official body abroad requires, in order to protect the rights of injured parties, that a sum be deposited for lifting the seizure of the *designated motor vehicle* or for the release on bail of the insured, the *insurer* advances the required surety bond or stands personally as surety for a maximum amount of 62,000 euros for the *designated motor vehicle* and for all of the insured parties, plus the costs of setting up and recovering the surety bond which are payable by the *insurer*.

##### § 2. Bond paid by the *Insured party*

If the bond has been paid by the *Insured party*, the *insurer* substitutes their personal surety or, if this is not accepted, re-imburses the *Insured party* for the amount of the bond.

##### § 3. End of bond

As soon as the competent official authority agrees to release the surety bond paid or to lift the bond provided by the *insurer*, the insured must complete, at the *insurer's* request, all the formalities that may be required of them to obtain the release or freeing of the bond.

##### § 4. Confiscation

When a competent authority confiscates the amount paid by the *insurer* or allocates it in whole or in part for the payment of a fine, a criminal transaction or legal costs relating to criminal proceedings, the *Insured party* is required to reimburse the *insurer* on request.

#### **Article 60 : Territorial coverage**

These additional covers are granted in accordance with Article 39.

#### **Article 61 : Claims abroad**

These additional covers are granted in accordance with Article 40.

#### **Article 62 : Exclusions**

For these additional covers, the exclusions referred to in Articles 42 and 43 apply.

## **CHAPTER 2 – THE *INSURERS* RIGHT OF RECOURSE**

#### **Article 63 : Recourse and excess**

The *insurer's* right of recourse referred to in Articles 44 to 48 inclusive and the application of the excess referred to in Article 49 are applicable to Articles 56 and 57.

## **CHAPTER 3 – PROVISION APPLICABLE TO COMPENSATION FOR CERTAIN VICTIMS OF ACCIDENTS**

#### **Article 64 : The *motor vehicle* used temporarily as a replacement**

When using a *motor vehicle* under the conditions of Article 54, Articles 50 to 55 inclusive are applicable.



# MINI-OMNIUM / OMNIUM INSURANCE

## CHAPTER 1 - DEFINITIONS

### Article 1 : Definitions

The definitions are cited under " Definitions " above. Certain defined terms must be interpreted differently depending on the type of coverage *you* have chosen (whether *Motor third party liability*, mini-omnium or omnium), where applicable, this being indicated in the definition of the term concerned.

## CHAPTER 2 – MINI-OMNIUM

This insurance, the details of which are described below, is only granted if expressly cited in the Policy Schedule.

Under no circumstances may the *insurer* be required to bear compensation other than those expressly provided for in this contract.

### Article 2 : Covers

The " Mini-Omnium " insurance consists of the fire, theft, glass breakage, force of nature and animal strike covers.

### Article 3 : The fire cover

#### a) Scope of the cover

The *insurer* covers the *designated motor vehicle* against fire, damages by fire, explosion, flame jets, lightning and short-circuit in the electrical installation, wherever the event occurs and whatever the cause.

#### b) What is not insured :

1. the damages caused by a load of corrosive, easily flammable or explosive materials or objects except in the case of :
  - the reserve of fuel intended for the use of the *designated motor vehicle* ;
  - materials or objects transported in the *designated motor vehicle* and intended for domestic use ;
2. the damages caused by thieves.

### Article 4 : Theft cover

#### a) Scope of the cover

The *insurer* covers the *designated motor vehicle* and its *accessories* against theft as well as damages resulting from theft or attempted theft.

#### b) Compensation period

In the event of theft of the *designated motor vehicle*, the *insurer* pays the compensation due no later than the 30th day following receipt of the *claim* and provided that the vehicle has not been found within this period.

If, after this period, the stolen vehicle is found, the *insurance policyholder* has two options:

- either recover the vehicle against re-imbusement of the compensation received. In this case, any costs of repairing the vehicle remain the responsibility of the *insurer*, within the limits of the cover ;
- or abandon the vehicle to the *insurer* and keep the compensation awarded.

The same applies if it is a theft of covered *accessories* within the meaning of this contract.

#### c) The *insurer* does not cover the *designated motor vehicle* and its *accessories* in the following cases :

1. the theft or damages resulting from this theft or attempted theft when committed by or with the complicity of :

- members of the family or of persons with whom the *insurance policyholder* or the insured cohabits regularly or occasionally ;
  - agents of the *insurance policyholder*, of an *Insured party* or persons or of persons with whom they cohabit regularly or occasionally ;
  - persons to whom an *Insured party* has entrusted the vehicle or its keys ;
2. the theft or damages that would result from this theft or attempted theft when it arises from :
- loss of a vehicle key ;
  - abandonment of or forgetting a vehicle key in or on the vehicle ;
  - the non-activation or non-operation of the anti-theft or vehicle locking systems unless the vehicle is stored in a private locked garage ;
3. acts of *vandalism* ;
4. breach of trust and its consequences.

## Article 5 : The glass breakage cover

### a) Scope of the cover

The *insurer* covers the *insured motor vehicle*, except in the event of total loss, against breakage of the windshield as well as the side and rear windows.

In the event of a *claim*, the compensation includes, to the exclusion of any other compensation :

1. the price of the material necessary for repairing broken windows according to the catalogue value in Belgium or the current prices on the Belgian market ;
2. the price of the broken glass according to the catalogue value in Belgium or the current prices on the Belgian market if repair is not possible for technical reasons ;
3. the cost of labour required to repair or remove broken windows and install new windows ;
4. the price of new fixing seals if these are essential for fitting the new windows.
5. the costs provided for in the InsureMyTesla " Glass Cover Plus " extension cited in Article 20 below when this is cited as covered in the plan chosen in the Policy Schedule.

The replacement will be justified by a detailed invoice drawn up in the name of the *insurance policyholder* and paid, stating the make of the *insured motor vehicle* and its chassis number.

### b) What is not insured :

1. breakage of the rear window forming an integral part of the soft top of a "convertible" type vehicle ;
2. the exclusions stipulated under Article 8 of this chapter also apply

## Article 6 : The force of nature and animal strike cover

### a) Scope of the cover

The *insurer* covers the *insured motor vehicle* against damages resulting directly and immediately from :

1. boulder landslide, rockfall, landslide, avalanche, pressure from a mass of snow, storm, hail, flood, hurricane, tornado, cyclone , earthquake, volcanic eruption and tidal wave ;
2. unexpected contact with an animal on the exterior part of the vehicle ;

3. damages caused to the engine compartment of the vehicle resulting from the continuous scratching or biting action of an animal which has entered it.

b) What is not insured :

1. flood damages resulting from a broken pipe in the place where the *insured motor vehicle* is located ;
2. damages caused by accident and subsequent to contact with an animal or the action of a force of nature ;
3. the exclusions stipulated under the " Exclusions common to all covers " heading of Article 8 of this chapter also apply

#### **Article 7 : Miscellaneous costs**

In the event of a *claim*, the *insurer* also pays the costs incurred for extinguishing the fire, for the temporary garage, for the transport (including repatriation) of the *insured motor vehicle* to the repairer and for the dismantling required for the preparation of the estimate, all up to a maximum of 1,250.00 euros, excluding VAT.

In addition, when, under Belgian regulations on road worthiness tests, the *designated motor vehicle* must be presented to an inspection organism after repair, the *insurer* reimburses the costs collected by this organism.

#### **Article 8 : Exclusions common to Glass Breakage and Force of nature and Animal strike covers**

What is not insured :

1. the damages caused after the theft or attempted theft ;
2. the damages resulting from a fire ;
3. the damages caused to components of the *insured motor vehicle* as a result of wear, construction or material defect or by manifest poor maintenance of these components or by use of the *designated motor vehicle* not in accordance with the manufacturer's instructions ;
4. the damages caused by the objects transported, their loading or unloading or as a result of the weight of the load carried by the *insured motor vehicle* ;
5. damages caused while the *insured motor vehicle* has been leased ;
6. the damages resulting from preparation for or participation in races or competitions of speed, reliability or skill. However, damages caused during rallies for exclusively tourist purposes remains insured ;
7. when, at the time of the *claim*, the *insured motor vehicle* subject to Belgian regulations for road worthiness tests does not comply with these regulations and is placed on the road outside the authorized route. This lack of coverage can only be invoked if the *insurer* demonstrates that there is a causal link between the condition of the vehicle and the occurrence of the *claim* ;
8. the damages caused to the *insured motor vehicle* when, at the time of the *claim*, it is being driven by a person who does not meet the conditions prescribed by Belgian law and regulations to be able to drive the said vehicle. For example, by a person who has not reached the minimum age required, by a person who does not hold a driving licence or by a person deprived of the right to drive ;
9. when the *insurer* demonstrates that there is a causal link between the occurrence of the *claim* and the fact that the driver is at the time of the *claim* in a state of alcoholic uptake equivalent to or greater than 1.5 grams per litre of blood or 0.66 milligrams per litre of expired alveolar air, in a state of intoxication or under the influence of drugs or hallucinogenic substances or under the influence of drugs the use of which makes them unfit to drive.

In the cases mentioned in Paragraphs 8 and 9, the cover remains for the *insurance policyholder* as well as the owner of the insured vehicle if the *insurance policyholder* demonstrates that the facts occurred without their knowledge or against their

instructions. However, in such a case, the *insurer* is subrogated in the rights and actions of the *insurance policyholder* or the owner of the vehicle against the driver of the insured vehicle responsible for the damage, up to all or part of the compensations that the *insurer* will have paid.

## CHAPTER 3 – OMNIUM

This insurance, the details of which are described below, is only granted if expressly cited in the Policy Schedule.

Under no circumstances may the *insurer* be required to bear compensation other than those expressly provided for in this contract.

### Article 9 : Covers

The "Omniium" insurance includes the following covers fire, theft, glass breakage, force of nature and animal strike and material damage.

### Article 10 : The fire cover

#### a) Scope of the cover

The *insurer* covers the *designated motor vehicle* against fire, damages by fire, explosion, flame jets, lightning and short-circuit in the electrical installation, wherever the event occurs and whatever the cause.

#### b) What is not insured :

1. the damages caused by a load of corrosive, easily flammable or explosive materials or objects except in the case of :
  - the reserve of fuel intended for the use of the *designated motor vehicle* ;
  - materials or objects transported in the *designated motor vehicle* and intended for domestic use ;
2. the damages caused by thieves.

### Article 11 : The theft cover

#### a) Scope of the cover

The *insurer* covers the *designated motor vehicle* and its *accessories* against theft as well as damages resulting from theft or attempted theft.

#### b) Compensation period

In the event of theft of the *designated motor vehicle*, the *insurer* pays the compensation due no later than the 30th day following receipt of the *claim* and provided that the vehicle has not been found within this period.

If, after this period, the stolen vehicle is found, the *insurance policyholder* has two options:

- either recover the vehicle against re-imbusement of the compensation received. In this case, any costs of repairing the vehicle remain the responsibility of the *insurer*, within the limits of the cover ;
- or abandon the vehicle to the *insurer* and keep the compensation awarded.

The same applies if it is a theft of covered *accessories* within the meaning of this contract.

#### c) The *insurer* does not cover the *designated motor vehicle* and its *accessories* in the following cases :

1. the theft or damages resulting from this theft or attempted theft when committed by or with the complicity of :
  - members of the family or of persons with whom the *insurance policyholder* or the insured cohabits regularly or occasionally ;
  - agents of the *insurance policyholder*, of an *Insured party* or persons or of persons with whom they cohabit regularly or occasionally ;
  - persons to whom an *Insured party* has entrusted the vehicle or its keys ;

2. the theft or damages that would result from this theft or attempted theft when it arises from :
  - loss of a vehicle key ;
  - abandonment of or forgetting a vehicle key in or on the vehicle ;
  - the non-activation or non-operation of the anti-theft or vehicle locking systems unless the vehicle is stored in a private locked garage ;
3. acts of *vandalism* ;
4. breach of trust and its consequences.

## Article 12 : The glass breakage cover

### a) Scope of the cover

The *insurer* covers the *insured motor vehicle*, except in the event of total loss, against breakage of the windshield as well as the side and rear windows.

In the event of a *claim*, the compensation includes, to the exclusion of any other compensation :

1. the price of the material necessary for repairing broken windows according to the catalogue value in Belgium or the current prices on the Belgian market ;
2. the price of the broken glass according to the catalogue value in Belgium or the current prices on the Belgian market if repair is not possible for technical reasons ;
3. the cost of labour required to repair or remove broken windows and install new windows ;
4. the price of new fixing seals if these are essential for fitting the new windows.
5. the costs provided for in the InsureMyTesla " Glass Cover Plus " extension cited in Article 20 below when this is cited as covered in the plan chosen in the Policy Schedule.

The replacement will be justified by a detailed invoice drawn up in the name of the *insurance policyholder* and paid, stating the make of the *insured motor vehicle* and its chassis number.

### b) What is not insured :

1. breakage of the rear window forming an integral part of the soft top of a "convertible" type vehicle ;
2. the exclusions stipulated under the heading of Article 16 of this chapter also apply.

## Article 13 : The force of nature and animal strike cover

### a) Scope of the cover

The *insurer* covers the *insured motor vehicle* against damages resulting directly and immediately from :

1. boulder landslide, rockfall, landslide, avalanche, pressure from a mass of snow, storm, hail, flood, hurricane, tornado, cyclone , earthquake, volcanic eruption and tidal wave ;
2. unexpected contact with an animal on the exterior part of the vehicle ;
3. damages caused to the engine compartment of the vehicle resulting from the continuous scratching or biting action of an animal which has entered it.

### b) What is not insured :

1. flood damages resulting from a broken pipe in the place where the *insured motor vehicle* is located ;

2. damages caused by accident and subsequent to contact with an animal or the action of a force of nature ;
3. the exclusions stipulated under the heading of Article 16 of this chapter also apply.

#### **Article 14 : Material damages**

The *insurer* covers damages caused to the *insured motor vehicle* as a result of an accident resulting from a shock, fall, rolling over or collision.

Within the framework of this cover, the following are also insured :

1. damages resulting from acts of *vandalism* ;
2. tyre deterioration also resulting from acts of *vandalism* and provided that the *insurance policyholder* has lodged a complaint within 48 hours of ascertaining the facts ;
3. damages occurring during transfers by rail, sea or air and during loading or unloading operations ;
4. up to a maximum of 250.00 euros excluding VAT when the damage results from the voluntary transport of a person injured as a result of a road traffic accident :
  - the re-imbusement of the costs actually incurred for cleaning or repairing the interior fittings of the insured vehicle;
  - damage to the clothing of the *Insured party* as well as that of the persons accompanying them.

#### **Article 15 : Miscellaneous costs**

In the event of a *claim*, the *insurer* also pays the costs incurred for extinguishing the fire, for the temporary garage, for the transport (including repatriation) of the *insured motor vehicle* to the repairer and for the dismantling required for the preparation of the estimate, all up to a maximum of 1,250.00 euros, excluding VAT.

In addition, when, under Belgian regulations on road worthiness tests, the *designated motor vehicle* must be presented to an inspection body after repair, the *insurer* re-imburses the costs collected by this body.

#### **Article 16 : Exclusions common to Glass Breakage, Force of the nature and Animal strike and Material damages covers**

What is not insured :

1. the damages caused after the theft or attempted theft ;
2. the damages resulting from a fire ;
3. the damages caused to components of the *insured motor vehicle* as a result of wear, construction or material defect or by manifest poor maintenance of these components or by use of the *designated motor vehicle* not in accordance with the manufacturer's instructions ;
4. the damages caused by the objects transported, their loading or unloading or as a result of the weight of the load carried by the *insured motor vehicle* ;
5. the damages to tyres unless they occur in conjunction with other covered damages or in the event of *vandalism* and with the exception of the provisions provided for in the InsureMyTesla extension "Tyre damage" cited in Article 22 below when it is cited as covered in the plan chosen in the Policy Schedule ;
6. the damages caused while the *insured motor vehicle* has been leased ;
7. the damages resulting from preparation for or participation in races or competitions of speed, reliability or skill. However, damages caused during rallies for exclusively tourist purposes remains insured ;

8. when, at the time of the *claim*, the *insured motor vehicle* subject to Belgian regulations for road worthiness tests does not comply with these regulations and is placed on the road outside the authorised route. This lack of coverage can only be invoked if the *insurer* demonstrates that there is a causal link between the condition of the vehicle and the occurrence of the *claim* ;

9. the damages caused to the *insured motor vehicle* when, at the time of the *claim*, it is being driven by a person who does not meet the conditions prescribed by Belgian law and regulations to be able to drive the said vehicle. For example, by a person who has not reached the minimum age required, by a person who does not hold a driving licence or by a person deprived of the right to drive ;

10. when the *insurer* demonstrates that there is a causal link between the occurrence of the *claim* and the fact that the driver is at the time of the *claim* in a state of alcoholic uptake equivalent to or greater than 1.5 grams per litre of blood or 0.66 milligrams per litre of expired alveolar air, in a state of intoxication or under the influence of drugs or hallucinogenic substances or under the influence of drugs the use of which makes them unfit to drive.

In the cases mentioned in Paragraphs 8 and 9, the cover remains for the *insurance policyholder* as well as the owner of the *insured motor vehicle* if the *insurance policyholder* demonstrates that the facts occurred without their knowledge or against their instructions. However, in such a case, the *insurer* is subrogated in the rights and actions of the *insurance policyholder* or the owner of the vehicle against the driver of the insured vehicle responsible for the damage, up to all or part of the compensations that the *insurer* will have paid.



## CHAPTER 4 – INSUREMYTESLA EXTENSIONS

The extensions, the details of which are described below, are only granted if expressly mentioned in the Policy Schedule within the framework of the plan chosen by the *insurance policyholder*.

Under no circumstances may the *insurer* be required to bear compensation other than those expressly provided for in this contract.

### Article 17 : Coverage for the battery

Damages to the High Voltage battery of the *insured motor vehicle* are insured unless the cause is not covered under your policy..

Damages associated with the function and wear of the battery as well as loss of capacity are excluded.

If the High Voltage battery is damaged and can be repaired, the repair is covered if it was conducted by an authorized Tesla repairer.

If the damaged High Voltage battery is not possible to be repaired or a repair is uneconomical, the replacement of the High Voltage battery is covered. A repair is deemed uneconomical if the repair cost exceeds the cost for a like-for-like replacement High Voltage battery.

When the insured motor vehicle is less than 2 years old starting from the date of first registration of the vehicle on the road, the High Voltage battery will be replaced with a new High Voltage battery of the same size.

If a reimbursement is requested instead of a replacement, the *insurer* will take possession of the damaged High Voltage battery and the reimbursement shall be calculated on the basis of the value of a new High Voltage battery at time of the occurrence and of the same size as the *insured motor vehicle* was originally delivered with.

When a replacement is required and the *insured motor vehicle* is more than 2 years old starting from the date of first registration of the vehicle on the road, the *insurer* reserves the right to replace the damaged battery with a High Voltage battery of the same size that has been refurbished by Tesla or a third party authorized by Tesla.

If a reimbursement is requested instead of a replacement, the *insurer* will take possession of the damaged High Voltage battery and the reimbursement shall be calculated on the basis of the value of a refurbished High Voltage battery by Tesla at the time of occurrence and of the same size as the *insured motor vehicle* was originally delivered with.

### Article 18 : Replacements of keys

In the event of loss of the vehicle keys following a burglary or theft as well as following a loss, we will compensate the costs for replacing the key and modifying the lock, including reprogramming of the immobilizer system.

There is no insurance coverage if the key is stolen from inside your vehicle.

This insurance benefit is limited to EUR 300 per first-risk event.

This means that in the event of a *claim*, the maximum compensation paid will be limited to the amount indicated.

### Article 19 : New Value Compensation

The plan which *you* have selected determines the total loss insurance benefit (as defined below).

#### "Essential" plan :

In the event of a total loss, *you* will receive the actual value of the *insured motor vehicle*.

#### " Preferred " :

The compensation in the first year is equivalent to 100% of the insured value. From the second insurance year, the compensation amounts to the *real value* of the *insured motor vehicle*.

In the case of a used vehicle, that is, where the *insurance policyholder* is not the first owner of the vehicle, or in the event that the vehicle has been insured elsewhere before the subscription to this insurance policy, the compensation at the new value is acquired only for the period remaining between the date of the first registration of the vehicle on the road and the end of the period of 1 year as from this first registration of the vehicle on the road.

If the vehicle is more than 1 year old as from its first registration on the road, the compensation will take place in accordance with what is provided for from the second year and the compensation will therefore be calculated on the basis of the *real value* of the *insured motor vehicle*.

#### " Complete " plan :

The compensation in the first and second year is equivalent to 100% of the insured value. From the third insurance year, the compensation amounts to the *real value* of the *insured motor vehicle*.

In the case of a used vehicle, that is, where the *insurance policyholder* is not the first owner of the vehicle, or in the event that the vehicle has been insured elsewhere before the subscription to this insurance policy, the compensation at the new value is acquired only for the period remaining between the date of the first registration of the vehicle on the road and the end of the period of 2 years as from this first registration of the vehicle on the road.

If the vehicle is more than 2 years old as from its first registration on the road, the compensation will take place in accordance with what is provided for from the third year and the compensation will therefore be calculated on the basis of the *real value* of the *insured motor vehicle*.

If the calculated compensation is higher than the actual purchase price, you will be compensated for this but at least for the current market value. The increases in value occurring after the purchase will not be compensated.

The compensation is subject to the application of the excess cited in the plan that you have selected and included in your Policy Schedule.

#### Wreck

The compensation will be reduced by the value of the wreck or the unrepaired vehicle, including equipment and *accessories* if they remain in the possession of the owner.

No reduction will be recognised if the wreck is entrusted to the *insurer* by means of a written power of sale.

The *insurer* has no obligation to take back the wreck.

### **Article 20 : Glass Cover Plus**

In addition to the glass breakage coverage, damages to parts of the *insured motor vehicle* made of glass or materials that serve as a substitute for glass are insured.

The damages to the vehicle rear view mirror are also insured only if the bracket is damaged and replacement with the same part is necessary.

The bulbs are also insured if they are destroyed during a glass breakage.

The compensation is subject to the application of the excess cited in the plan that you have selected and included in your Policy Schedule.

No compensation will be paid if the replacement or repair is not carried out or if the costs of replacing the glass are equal to or exceed the current value of the vehicle.

## Article 21 : Tesla charging equipment

### Insured object

The insurance covers the piece or pieces of charging equipment/ wall box(es) for electric or hybrid vehicles belonging to the *policyholder* or to the defined usual driver, permanently installed at their home.

### Insured risks

The insurance covers damages to the piece or pieces of charging equipment/ wall box(es) occurring suddenly and unexpectedly and resulting from the events listed below :

- unintentional handling error resulting in internal malfunction;
- malicious acts/*vandalism* by third parties;
- theft;
- bites and consequential damages caused by martens and rodents;
- damages caused by the effect of current, including short circuits, over-voltages or over-currents;
- overload;
- effect of foreign bodies.

Charging equipment / wall box(es) are insured up to EUR 5,000.00.

### Uninsured risks

The general exclusions from the General Insurance Conditions provided for in Article 23 below apply.

In addition, the insurance does not cover :

- functional damages, breakage and wear resulting directly or indirectly from the normal aging process (in particular rust, corrosion or oxidation) or due to wear, that is, natural wear;
- direct and indirect damages due to thermal problems, in particular, due to excessive temperatures, poor cooling or other overheating ;
- damages resulting from errors in material, workmanship or construction, as well as damages or defects of any kind existing before the conclusion of the contract;
- damages resulting from fire, lightning, explosions and short circuits, over-voltages, over-currents or overloads;
- damages directly caused by the forces of nature, such as storm (wind speed of at least 75 km/hour), hail, avalanche, snow pressure, damages caused by falling rocks, stones and masses of earth (landslide), high waters and floods. This list is exhaustive;
- all damaged caused to the building on which the charging equipment/the wall box(es) are permanently installed as well as to people and vehicles resulting from the operation and use of the charging station.

## Article 22 : Damages to tyres

This cover is not applicable for the " Essential " and " Preferred " plans.

Under the " Complete " Plan, damages to the tyres attached to the *insured motor vehicle* caused by nails, screws, curbs, broken glass or other sharp objects as well as damages caused by malicious intent or *vandalism* are insured. Compensation is limited to EUR 600 per tyre per *claim*. The tyres are compensated for at the net price (excluding commercial discounts).

The following services are covered :

- the replacement of the damaged tyre up to the replacement value, but without exceeding the limit of the agreed compensation per tyre;
- the cost of replacing the second tyre on the same axle, if this is technically necessary;
- fitting within the limits of the agreed compensation per tyre.

The insurance does not cover damages to tyres resulting from the following causes :

- incorrect chassis adjustment ;

- incorrect air pressure in accordance with the recommendations and operating instructions of the car or tyre manufacturer.

The consequential costs, for example for the rims, resulting directly from the *claim* are not insured.

If the tyre can be repaired, the repair costs will be paid in lieu of the replacement request provided that they are lower than the replacement costs.

No compensation will be paid if the remaining tread of the tyre is less than 3 millimetres.

## CHAPTER 5 – EXCLUSIONS

### Article 23 : Exclusions

The various *claims* mentioned below are in no way covered by the " Mini-Omnium " and " Omnium " insurances and the InsureMyTesla Extensions :

- a) the *claims* which the *insurer* establishes were caused intentionally by the *Insured party* ;
- b) the *claims* arising directly or indirectly as a result of a phenomenon of modification of the atomic nucleus or of radioactivity ;
- c) the *claims* arising from war or civil unrest when an *Insured party* takes part in these events;
- d) the *claims* occurring while the cover is suspended for non-payment of premium under the conditions provided for in Article 18 of Section 4 of Chapter 2 of the " *Motor third party liability for motor vehicles* " heading of these conditions.
- e) the *claims* occurring when the risk has been amended without complying with the conditions provided for in Articles 6 and 7 of Section 2 of Chapter 2 of the " *Motor third party liability for motor vehicles* " heading of these conditions.
- f) the *claims* arising from acts of *terrorism*.
- g) the *claims* within the Fire, Theft and Material damages covers when they occur to the temporary replacement *motor vehicle* as cited in the definition of the *insured motor vehicle*.

## CHAPTER 6 – COMMON PROVISIONS

### Article 24 : Territorial coverage

The cover is granted for a *claim* occurring in any country for which the cover is granted according to the *insurance certificate*.

This cover is granted for *claims* occurring on public roads or on public or private land.

### Article 25 : Data which must be declared by the insurance policyholder when the contract is concluded

Articles 2 to 4 of Section 1 of Chapter 2 of the " *Motor third party liability for motor vehicles* " heading of these conditions apply.

### Article 26 : Data which must be declared by the insurance policyholder during the contract

Articles 5 to 9 of Section 2 of Chapter 2 of the " *Motor third party liability for motor vehicles* " heading of these conditions apply.

### Article 27 : Duration – Premium - Amendment of the premium and the insurance conditions

Articles 15 to 11 of Section 4 of Chapter 2 of the " *Motor third party liability for motor vehicles* " heading of these conditions apply.

### Article 28 : Suspension of the contract

Articles 23 to 256 of Section 5 of Chapter 2 of the " *Motor third party liability for motor vehicles* " heading of these conditions apply.

### Article 29 : End of the contract

Articles 26 to 31 of Section 6 of Chapter 2 of the " *Motor third party liability for motor vehicles* " heading of these conditions apply.

The " *Mini-Omnium* " and " *Omnium* " insurances are also governed by the facility of Article 30 of Section 6 of Chapter 2 of the " *Motor third party liability for motor vehicles* " heading of these conditions being applied with the sole exception that the *insurer* may terminate one or more of the covers which the " *Mini-Omnium* " and " *Omnium* " insurances consist of, after each reporting of a *claim* involving the aforementioned covers, regardless of whether or not the liability of the *Insured party* is under consideration.

### Article 30 : Communications

Article 37 of Chapter 5 of the " *Motor third party liability for motor vehicles* " of these general terms and conditions applies.

### Article 31 : Insured value

The insured value is the value used as the basis for calculating premiums and compensations.

With the exception of the cases provided for in Article 19 of Chapter 4 " *InsureMyTesla Extensions* " of the " *Mini-Omnium /Omnium* " insurance,

The insured value referred to for both the *Mini-Omnium* insurance and the *Omnium* insurance consists of :

- the catalogue value of the *motor vehicle* designated when it was first placed on the road, options and original fitted accessories included, all expressed exclusive of VAT and discount(s) not deducted including the theft protection system and its installation costs;

### Article 32 : Excess

The type of excess is systematically specified in the Policy Schedule of the contract. This excess is applicable for each *claim* declared and compensated.

The excess is automatically deducted from the compensation awarded. Consequently, damages not exceeding the amount of the excess will not give rise to any compensation.

### Article 33 : Claims

#### *Claim declaration*

Any *claim* must be declared immediately to the *insurer* in writing and at the latest within eight days of its occurrence.

The *claim* must indicate as far as possible the causes, circumstances, any third parties involved as well as the probable consequences of the *claim*.

For each damage observed and circumscribed, the *insurance policyholder* will draw up a report unless they can invoke the same details of the accident which generated multiple damages to the *insured motor vehicle*.

The *insurance policyholder* must provide the *insurer* without delay with all the useful information and documents requested in this context.

### **Submitting a complain**

In the event of theft, the *insurance policyholder* is required to submit a complain within 24 hours to the competent judicial or police authorities.

### **Reparations**

When the damage caused to the *motor vehicle* insured by a covered *claim* is repairable, the *insurer* re-imburses the cost of the repairs, including non-deductible VAT, provided that the *Insured party* has definitively borne this tax in reality.

### **Emergency repairs**

The *insurance policyholder* must, before any repair work, communicate to the *insurer* the estimated cost so that the latter can decide what action to take.

If there is an urgent reason for immediate repair or immediate replacement of parts, the *insurance policyholder* is authorised to have the repair undertaken without informing the *insurer* in advance provided that the amount of damages does not exceed 600.00 euros, excluding VAT and that a justification of the expenditure is subsequently given by means of a detailed invoice.

When the damage is greater, the *insurance policyholder* may have the necessary repairs or replacement of parts carried out, if, after the period of eight days since their notification to the *insurer*, by registered letter, of the estimated cost estimate, the *insurer* has not reacted.

### **Total loss**

There is total *claim* when the *insured motor vehicle* can no longer be repaired or when the cost of repairs exceeds, on the day of the *claim*, the compensation value defined below, less its right-off value.

There is also total loss of the *designated motor vehicle* as soon as it is not found at the end of the compensation period provided for in the "theft" cover.

In the event of total loss, the *insurer* may sell the wreck. The payment of the total loss compensation will be subject to the prior delivery of all on-board documents, keys, coded cards and other items of the insured vehicle.

If, on the other hand, the insured wishes to keep the wreck, its value will be deducted from the amount of compensation paid.

The compensation value is :

- in the event that the plan chosen and cited in the Policy Schedule includes the " New Value Compensation" extension, calculated in accordance with the provisions of Article 19 of Chapter 4 of the " Mini-Omnium / Omnium Insurance " heading.
- in all other cases, is equal to the *real value* of the *insured motor vehicle* at the time of the *claim*.

The compensation is supplemented by the part of VAT which is not legally recoverable by the owner of the vehicle, on the basis of the VAT rate in force at the time of the *claim*, without exceeding the amount of VAT actually paid on purchase of the insured vehicle. If, at the time of the *claim*, the VAT rate that *you* can recover is different from that which *you* declared when signing the contract, our intervention will be limited to the amount resulting from the application of the rate present in your contract on the date of the *claim*.

### **Expert measurements**

The *insurer* can have the damage assessed by an expert of its choice, whose costs and fees they bear.

In the event of disagreement on the amount of damages set by our expert, *you* have the option of appointing an expert to determine the amount of damages in agreement with our expert.

In the event of disagreement between them, they appoint a third, with whom they form a college which decides by a majority of votes. In the absence of a majority, the opinion of the third expert shall prevail. If one of the parties does not appoint an expert or if the parties' experts do not agree on the choice of the third, the appointment will be made by the President of the Court of First Instance of your domicile, at the request of the most diligent party.

The same will apply if an expert does not fulfil their mission. The experts are exempt from any legal formality. Each party bears the costs and fees of their expert. The costs and fees of the third expert are shared by half between *you* and us.

### **Proportionality rule**

In the event of a *claim*, the insufficiency of the insured value as declared at the time of subscription compared to the value which should have been insured in accordance with Article 31 of this chapter, gives rise to the application of the proportionality rule.

### **Subrogation**

The *insurer* is subrogated in the rights of the *Insured party* for the recovery of the sums they have assumed or on which the *insurer* has made the advance, as well as procedural compensations.



## ASSISTANCE COVER

This coverage is only applicable to clients who have chosen the " Preferred " and " Complete " Plans (excluding those who have chosen the " Essential " Plan).

### Article 34 : Roadside assistance

Breakdown coverage includes roadside assistance coverage and is subject to the terms and conditions below.

#### The following is insured :

If a vehicle breaks down as a result of a technical failure, driver failure or traffic accident in Belgium or in the countries covered during the period of coverage, our local IAG partner will provide assistance. This will be done by an initial call to our RSA contact centre (in the country of purchase of the product, i.e. the client's home market) on a dedicated phone number to determine identification and validating the right to coverage, establishing the incident and the circumstances of the client and deploying assistance services by a patrol or an approved sub-contractor for either:

1. Repair the vehicle at the side of the road ; or
2. If we are unable to permanently repair the vehicle at the side of the road (within a reasonable time), we will transport the vehicle to the nearest Tesla Official Service Centre according to its location, as we have determined.
3. When the vehicle has a flat tyre and a replacement wheel is available, it will be installed to allow the driver to find a local tyre centre to undertake a replacement. If a spare tyre is not available, the vehicle will be recovered to the nearest tyre centre, as determined by us, to provide a replacement. All costs associated with tyre replacement will be the responsibility of the driver, unless InsureMyTesla extension Damage to Tyres has been granted in the Policy Schedule.
4. When a vehicle is not sufficiently charged to complete a journey once started, the vehicle will be recovered at a local charging point determined by us. The costs associated with recharging the vehicle will be the responsibility of the driver.
5. If the vehicle is immobilised due to driver failure, for example, if the keys are locked in the vehicle, we will attempt to access it. If this is not possible, the vehicle will be recovered at the nearest Tesla Official Service Centre, based on its geographic location as determined by us.
6. In the event that the vehicle is involved in a road accident, we will recover the vehicle to the nearest official Tesla service centre, based on the geographic location which we have determined.
7. If the incident occurs in a country where no official Tesla Service Centre is available and the vehicle needs to be recovered, the vehicle will be repatriated to the original market or the closest available Tesla Official Service Centre, according to our decision. The costs will be covered up to a maximum of 500 euros.

If we transport the broken down or damaged vehicle to an Official Tesla Service Centre, we will either :

1. Provide a taxi for the driver and up to 4 passengers from the broken down/damaged vehicle to the driver's home or a location of their choice up to a maximum of 100 kilometres from the breakdown incident or
2. If the driver chooses to organise transportation, we will refund the price of the driver's taxi ride to a destination within 100 kilometres of the incident, provided this has been agreed with us in advance. To request reimbursement for the taxi fare, the client must send us the receipt for the taxi fare to the pre-established address.

#### The following is not insured :

1. Transport which is not organised by the patrol of the service provider or the sub-contractor when dealing with the breakdown.
2. The cost of parts which are necessary for us to repair the vehicle is not covered by this article. If the patrol or sub-contractor has the necessary parts, the driver can purchase them from us for an additional charge. The parts must be paid in full at the time of the breakdown and before the start of the repair. We will not install parts purchased from a third party.

3. Any breakdown resulting from a defect for which we have previously provided breakdown response coverage for that defect and either:
  - a. we consider, acting reasonably, that the original breakdown was not properly repaired by a party other than the breakdown service provider, Helvetia InsureMyTesla ; or
  - b. we have informed the driver that we had only provided temporary repair of the defect and that further repairs were required and that the subsequent breakdown was the result, at least in part, of a failure to perform those other repairs.
4. Baggage and cargo - in the case of vehicles transporting animals, goods transported commercially or perishable foodstuffs, towing can only take place in the unloaded state. The costs of transporting the baggage and the resulting load are not covered in these cases.
5. Discharged High Voltage batteries where the breakdown is because of incorrect, faulty or lack of appropriate charging. Faulty charging equipment at a recognized Charging Facility is exempt from this Exclusion.
6. Repatriation from foreign countries to the country of origin is excluded, unless the incident occurs in a country where there is no official Tesla Service Centre. The service will comply with the above conditions.
7. Any accommodation which may be necessary due to the location of the vehicle incident will be the responsibility of the client. This includes the reservation and the associated costs.

## Article 35 : Repair assistance

### The following is insured :

If we are unable to repair the vehicle locally (on the Roadside) within a reasonable time, in accordance with the above specifications, terms and conditions of road assistance and we decide to tow the vehicle in accordance with the coverage in article 34, we will transport the vehicle and where possible, the driver and up to four passengers, to the nearest Tesla Official Service Centre, depending on the geographic location determined by us and in accordance with the General Conditions cited above.

If we transport the broken down or damaged vehicle to a Tesla Service Centre, we will either:

1. Provide a taxi for the driver and up to 4 passengers of the broken down / damaged vehicle to the driver's home or a location of their choice up to a maximum of 100 kilometres from the Breakdown incident or
2. If the driver chooses to arrange transport, we will reimburse the driver's taxi fare for a taxi journey to a destination up to a maximum of 100 kilometres from the incident as long as this is agreed with us in advance. In order to claim a reimbursement of the taxi fare, the customer must send the receipt for the taxi journey to us at pre-determined address

### The following is not insured :

1. Transport which is not organised by the patrol of the service provider or the sub-contractor when dealing with the breakdown.
2. Recovery to more than one destination, including a second recovery when the first recovery destination could not accept the vehicle due to its hours of operation or other restrictions ;
3. Any necessary recovery resulting from a breakdown for which we have previously provided breakdown response for that fault and either :
  - a. we consider, acting reasonably, that the original breakdown was not properly repaired by a party other than us; or
  - b. we have informed the driver that we had only provided temporary repair of the defect and that further repairs were required and that the subsequent breakdown was the result, at least in part, of a failure to perform those other repairs.

4. Any vehicle that is already in a garage or another repair site.  
Accommodation that may be required due to the location of the vehicle incident. These costs shall be paid by the client.
5. Baggage and cargo - in the case of vehicles transporting animals, goods transported commercially or perishable foodstuffs, towing can only take place in the unloaded state. The costs of transporting the baggage and the resulting load are not covered in these cases.
6. Discharged High Voltage batteries where the breakdown is because of incorrect, faulty or lack of appropriate charging. Faulty charging equipment at a recognized Charging Facility is exempt from this Exclusion.
7. Repatriation from foreign countries to the country of origin is excluded, unless the incident occurs in a country where there is no official Tesla Service Centre. The service will comply with the above conditions.

## Article 36 : Home assistance

### The following is insured :

If a vehicle has broken down at the policyholder's home address, we will provide assistance through a patrol or approved sub-contractor :

1. Repair the vehicle at home ; or
2. If we are not able to definitively repair the vehicle at home (within a reasonable time), we will transport the broken down vehicle to the nearest Tesla Official Service Centre according to its geographical location as determined by ourselves.
3. When the vehicle has a flat tyre and a replacement wheel is available, it will be installed to allow the driver to find a local tyre centre to undertake a replacement. If a spare tyre is not available, the vehicle will be recovered to the nearest tyre centre to provide a replacement. All costs associated with tyre replacement will be the responsibility of the driver, unless InsuremyTesla coverage has been chosen in the Policy Schedule.
4. If the vehicle is immobilised due to driver fault, for example, if the keys are locked in the vehicle, we will attempt to access it. If this is not possible, the vehicle will be repaired at the nearest Tesla Official Service Centre, based on its geographic location as determined by us.

### The following is not insured :

1. Transport which is not organised by the patrol of the service provider or the sub-contractor when dealing with the breakdown.
2. The cost of parts which are necessary for us to repair the vehicle is not covered by this article. If the patrol or sub-contractor has the necessary parts, the driver can purchase them from us for an additional charge. The parts must be paid in full at the time of the breakdown and before the start of the repair. We will not install parts purchased from a third party.
3. Any breakdown resulting from a defect for which we have previously provided breakdown response coverage for that defect and either:
  - a. we consider, acting reasonably, that the original breakdown was not properly repaired by a party other than the breakdown service provider, Helvetia InsureMyTesla ; or
  - b. we have informed the driver that we had only provided temporary repair of the defect and that further repairs were required and that the subsequent breakdown was the result, at least in part, of a failure to perform those other repairs.
4. Baggage and cargo - in the case of vehicles transporting animals, goods transported commercially or perishable foodstuffs, towing can only take place in the unloaded state. The costs of transporting the baggage and the resulting load are not covered in these cases.
5. Discharged High Voltage batteries where the breakdown is because of incorrect, faulty or lack of appropriate charging or of incorrect, faulty or lack of appropriate charging facilities at the policyholder's home address.

6. Any accommodation which may be necessary due to the location of the vehicle incident will be the responsibility of the client. This includes the reservation and the associated costs.

### **Article 37 : Exclusions**

1. Transportation costs from the Tesla Official Service Centre after completion of services or repairs (that is, costs associated with returning the vehicle to the client's home).
2. Provision of replacement vehicles (loan cars, courtesy cars or rental cars).
3. Hazardous conditions; including Acts of God, dangerous elemental environments or conflict zones, regions or areas not under the control of local authorities.
4. Any problem or additional requirement that may arise from customs formalities.
5. The costs associated with ferry crossings (except in the event of repatriation due to the absence of an official Tesla Service Centre in the country where the incident took place or islands of the same country, that is, the Canaries and Balearics Islands which are part of Spain), tolls, congestion charges, special VAT regulations or customs procedures.
6. The organization of cross-border transport to or from countries other than those covered by this product.
7. Damages resulting from objects striking the vehicle, damages caused by road fixtures, unless the vehicle is stationary or dangerous to drive.
8. High voltage battery depletion including, but not limited to having the proper charging equipment, in accordance with the above conditions.
9. Low voltage battery depletion due to normal wear and tear.
10. Driving the vehicle off-road or on uneven, rough, damaged or dangerous surfaces.
11. Race or auto cross.
12. Extraction due to being stuck in mud, snow, sand or any other soft surface.
13. Abuse or neglect of the vehicle.
14. Without prejudice to Omnium and InsureMyTesla covers, *vandalism* - unless the vehicle is stationary or dangerous to drive.
15. The installation and the removal of snow chains.
16. Without prejudice to the Mini-Omnium and Omnium covers, repair or replacement of a broken window.
17. Vehicle being demonstrated or delivered by a commercial company specialising in cars, or used under commercial or export plates.
18. Fines, fees, damages or taxes associated with impounding or any other towing resulting from an actual or suspected violation.

### **Article 38 : Country where the insured can receive assistance**

Below are listed the countries in which the insured can claim their assistance coverage in accordance with the aforementioned conditions:

- Andorra
- Austria
- Bosnia and Herzegovina
- Belgium
- Bulgaria
- Denmark
- Finland
- France (including Monaco)
- Gibraltar

- Greece
- Ireland
- Italy
- Croatia
- Liechtenstein
- Luxembourg
- Republic of North Macedonia
- The Netherlands
- Norway
- Poland
- Portugal
- Romania
- San Marino
- Sweden
- Switzerland
- Serbia
- Montenegro
- Slovakia
- Spain (including the Canary and Balearic Islands)
- Czech Republic
- Turkey
- Hungary
- Vatican City
- United Kingdom and Northern Ireland

## Information relating to the protection of privacy

Qover processes your data and user data in accordance with national and European regulations and directives. You will find all the information regarding the processing of your personal data in our privacy statement.

This privacy statement contains, among other things, the following information :

The contact details of the Data Protection Officer (DPO) ;

The purposes of processing your personal data ;

The legitimate interests in the processing of your personal data ;

Third parties who may receive your personal data ;

How long we retain your personal details ;

Description of your rights with regard to your personal data ;

The possibility to lodge a complaint concerning the processing of your personal data

The privacy statement applies to the processing of your personal data and that of the user. You can find Qover's privacy statement at <https://www.qover.com/terms-policies/data>.

## Fraud - Article 496 of the Criminal Code

Any fraud or attempted fraud against the insurance *company* in the establishment of the *claim* or in the responses to the questionnaires will not only result in the termination of the insurance contract but will also be the subject of criminal proceedings on the basis of Article 496 of the Criminal Code. In addition, the person concerned can be included in the file of the Economic Interest Grouping, Datassur. By virtue of the law on the protection of private life, they will be informed and, if necessary, will have the possibility of having their information corrected.

## Translation

We have written these General Conditions to make them clear and understandable for all of our clients. We provide our clients with a Dutch and English translation of our General Conditions. We have taken the greatest care to ensure that this translation conforms to the official versions of the General Conditions. However, it is possible that certain stipulations remain open to interpretation and generate ambiguity. In case of ambiguity, the official French version shall prevail and be the only correct and main version

## THE PARTIES INVOLVED

### Administrator

Qover SA, non-affiliated insurance agent registered in the register of insurance intermediaries kept by the Financial Services and Markets Authority (FSMA Belgium) under number 0650.939.878.

Registered office : Rue du Commerce 31, B-1000 Brussels, Belgium – Brussels Trade Register – VAT BE 0650.939.878 – [www.qover.com](http://www.qover.com).

### Insurer

Helvetia Global Solutions Ltd is an insurance *company*, located at Aeulestrasse 60, FL-9490 Vaduz, Liechtenstein, and subject to the control and supervision of the "Financial Markets Authority of the Principality of Liechtenstein (FMA)".

Helvetia Global Solutions Ltd is authorised to provide insurance distribution services in Belgium on the basis of the freedom to provide services and is registered in Belgium under the code number 2499.

### Assistance service provider

Helvetia Global Solutions Ltd may delegate the organisation of support services and assistance requests to a Third party assistance provider.