

**travel & leisure insurance**

# Terms and Conditions of Insurance **OptiDrive**



**Everything you need to know**  
July 2016

d'Assurance / **nei erfannen**



## Contents

section	page	contents
<b>1</b>	<b>6</b>	<b>General lexicon</b>
	6	Accident
	7	Physical accident
	7	Traffic accident
	7	Act of terrorism
	7	Act of vandalism
	7	Special fittings or accessories
	6	Insured
	7	Attack
	7	Competent medical authority
	7	Luggage
	7	Camping Car
	8	Green Insurance Card
	8	Company
	8	Driver
	8	Industrial dispute
	8	Insurance conditions
	8	Special Conditions
	8	Specific Conditions
	8	Domicile
	8	Territorial scope
	8	Foreign (abroad)
	9	Medical evacuation
	9	Natural events
	9	Explosion
	9	Accommodation costs
	9	Glass
	9	Fire
	9	Medical incident
	9	Technical incident
	9	Flooding
	9	Permanent invalidity
	9	Bodily injury
	10	Dispute
	10	Illness
	10	Personal belongings

<b>section</b>	<b>page</b>	<b>contents</b>
	10	Breakdown
	10	Injured parties
	10	Policyholder
	10	Total loss or declassification
	11	Service provider
	11	Insurance proposal
	11	Repatriation
	11	Loss
	11	Immobilising loss
	11	Non-immobilising loss
	11	Storm
	11	Third party
	11	Insured value
	11	As-new value
	11	Pre-loss value or replacement value
	12	Salvage value
	12	Stataulux category 11-17 vehicles
	12	Insured vehicle
	12	Theft
	12	Attempted theft
	12	Area of residence
<b>2 General terms and conditions common to all covers</b>	<b>13</b>	
	13	Bases for the policy
	13	Effective date of the policy
	13	Duration of the policy
	13	Disclosures when taking out the policy
	14	Declarations during the policy
	15	Premium and payment of premium
	15	Pricing change
	15	Suspension and reinstatement
	17	Cancellation
	19	Obligations in case of loss
	20	Exclusions
	21	Salvage and prevention costs
	21	Benefits from the Company
	21	Subrogation
	22	Multiple Policyholders
	22	Domicile and communication

<b>section</b>	<b>page</b>	<b>contents</b>
	22	General information
	22	Suggestion and claim
	22	Competent jurisdiction
	22	Limitation
	22	Applicable law
<b>3 Special Conditions - Accident Assistance</b>	23	
	23	Purpose and extent of the assistance cover in case of a technical incident
	23	Conditions for providing the assistance service in case of a technical incident
	23	Vehicle assistance in case of technical incident
	25	Assistance for insured in a technical incident or theft of the insured vehicle
	25	Service Joker Taxi
	26	Commitments
	27	Exclusions
<b>4 Special Conditions - Breakdown Assistance</b>	28	
	28	Definition
	28	Purpose and geographical scope
	28	Conditions for granting the assistance service
	28	Vehicle assistance
<b>5 Special Conditions - Replacement Vehicle</b>	31	
	31	In the event of a non-immobilising loss
	31	In the event of an immobilising loss
	32	Exclusions
<b>6 Family and Travel Assistance</b>	33	
	33	Purpose and scope of the assistance
	33	Personal assistance
	37	Travel Assistance abroad
	38	Legal assistance
	39	Home care
	39	Exclusions
	40	Legal provisions
<b>7 Special Conditions - Civil Liability</b>	42	
	42	Purpose and scope of the insurance

<b>section</b>	<b>page</b>	<b>contents</b>
	42	Sums insured
	42	Recourse of the Company against the Insured when transporting too many people or people in "non-registered" seats
	43	Damage caused abroad
	44	Voluntary aid
	44	Excess
	44	Persons not entitled to indemnification
	44	Exclusions
	46	Recourse
	47	Settlement of the loss
	47	Safeguarding the rights of third parties
	48	Personalisation of the premium
<b>8 Special Conditions - Legal Protection</b>	51	
	51	Purpose and scope of the insurance
	51	Exclusions
	52	Obligations in case of loss
	52	Free choice of lawyer
	53	Recourse
	53	Arbitration
	53	Miscellaneous
<b>9 Full legal protection special conditions</b>	54	
	54	Territorial scope
	54	Legal protection in a dispute
	56	Participation in the costs for voluntary driving schemes
<b>10 Special conditions - Damage to vehicle</b>	58	
	58	Territorial scope
	58	Insurance formulas
	59	Benefits
	63	Common exclusions
	63	Settlement of losses
	67	Personalisation of the "material damage" premium (cf. point 10.3.6)

<b>section</b>	<b>page</b>	<b>contents</b>
<b>11 Driver Protection - Special Conditions</b>	69	Purpose and scope of the insurance
	69	Exclusions
	70	Covers, amounts insured and indemnification
	72	Partial forfeiture
	73	Change of vehicle
		Indexation
		Declaration of loss
	73	Settlement of losses
<b>12 Driver Safety - Special Conditions</b>	75	Purpose and scope of the insurance
		Exclusions
	75	Covers, amounts insured and indemnification
	76	Specific rules
	77	Settlement of losses

# 1 General lexicon

The definitions below are an integral part of the policy as soon as the word or expression is used in it.

They have no impact on the existence of a cover which alone can result from stating the cover in the **Specific Conditions**.

## 1.1 Accident

Any sudden, involuntary, unexpected outside event that causes bodily injury or material or consequential damage.

## 1.2 Physical accident

An **accident** that caused bodily injury, established by a **competent medical authority** where at least one of the causes is external to the organism of the victim.

## 1.3 Traffic accident

Any impact between the **insured vehicle** and a third party or a stationary or moving obstacle that makes it impossible to continue the travel or intended journey with the said vehicle, or which causes abnormal or dangerous driving conditions with respect to the stipulations of the Highway Code or which affects the safety of people or the vehicle.

## 1.4 Act of terrorism

Violent operation organised and perpetrated for ideological, political, economic or ethnic purposes, carried out individually or by one or more groups of people acting on their own initiative, on behalf of or in relation with one or more organisations with the intention of impressing a government and/or to create a climate of fear in all or part of the population.

## 1.5 Act of vandalism

Partial or total destruction, damage or deterioration of the **insured vehicle** committed **deliberately**.

## 1.6 Special fittings or accessories

Any embellishment, improvement or fitting not installed originally by the vehicle manufacturer.

## 1.7 Insured

2	Common general terms and conditions	The person covered by the insurance against property losses
3	Accident assistance cover	<p>Provided that they are domiciled in the Grand Duchy of Luxembourg (or <b>area of residence</b>) and normally reside there, the insured persons are:</p> <ul style="list-style-type: none"> <li>▪ the <b>Policyholder</b> (or - if he is a legal entity - the natural person named in the <b>Specific Conditions</b>);</li> <li>▪ the spouse or companion/cohabiting partner, of the <b>Policyholder</b>;</li> <li>▪ the children of the <b>Policyholder</b> or of the companion/cohabiting partner of the <b>Policyholder</b>, even if the said children do not live in the <b>Policyholder's</b> household, provided they are under 25, single and dependent for tax purposes;</li> <li>▪ any other relation normally living in the <b>policyholder's</b> household.</li> </ul> <p>The authorised passengers in the <b>insured vehicle</b> when they are in the</p>
4	Breakdown assistance cover	
5	Replacement vehicle cover	
6	Family travel and medical assistance cover	

	vehicle from the commencement of the travel, except for hitch-hikers.
7 Civil liability cover	<ul style="list-style-type: none"> <li>▪ The owner along with</li> <li>▪ any holder,</li> <li>▪ any driver of the <b>insured vehicle</b></li> <li>▪ or any person transported</li> </ul> every time their civil liability is engaged.
8 Legal protection cover	<ul style="list-style-type: none"> <li>▪ The <b>Policyholder</b>,</li> <li>▪ the owner of in the <b>insured vehicle</b> in this capacity and as driver,</li> <li>▪ any <b>driver authorised</b> by the <b>Policyholder</b></li> <li>▪ or the owner of the <b>insured vehicle</b>.</li> </ul>
9 Full legal protection cover	<ul style="list-style-type: none"> <li>▪ The <b>Policyholder</b> and those close to him, i.e.: <ul style="list-style-type: none"> <li>- his spouse or companion/cohabiting partner;</li> <li>- any relation or direct relative living in his household and without his own income;</li> </ul> </li> <li>▪ the owner of the <b>insured vehicle</b>;</li> <li>▪ the holder of the <b>insured vehicle</b>;</li> <li>▪ any person authorised to drive the <b>insured vehicle</b> or to ride in it free of charge except for hitch-hikers;</li> <li>▪ the beneficiaries of one of the persons listed above when they have just died</li> </ul> following an event involving the <b>insured vehicle</b> provided that the defence of their interests is relative to the indemnification for the loss resulting immediately from this death.
10 Damage to vehicle cover	<ul style="list-style-type: none"> <li>▪ <b>The Policyholder</b>, or his beneficiaries,</li> </ul> <b>the persons transported under the <b>personal belongings</b> cover.</b>
11 Driver protection cover	<ul style="list-style-type: none"> <li>▪ The <b>Policyholder</b>, a natural person,</li> <li>▪ the <b>main driver</b>,</li> <li>▪ any</li> </ul> other <b>authorised driver</b> as driver of the vehicle named in the <b>Specific Conditions</b> .
12 Driver safety cover	<ul style="list-style-type: none"> <li>▪ The <b>main driver</b> and the additional driver.</li> </ul>

## 1.8 Attack

Any form of civil unrest including popular movements, acts of terrorism or sabotage.

## 1.9 Competent medical authority

A medical practitioner recognised by Luxembourg law or by the law in force in the country concerned.

## 1.10 Luggage

Personal effects carried by the **Insured** or transported on board the **insured vehicle**. **Luggage** does not include: glider, boat, commercial goods, scientific material, construction materials, home furnishings, horses or livestock.

## 1.11 Camping Car

Motorised vehicle designed and fitted out inside to act as accommodation during travel. The arrangements are an integral part of the vehicle except for personal effects and/or furniture added inside the **camping car**.



## **1.12 Green Insurance Card**

Document that shows the Automobile Civil Liability is covered by the **Company**.

## **1.13 Company**

Insurance company with which the policy is taken out.

## **1.14 Driver**

### **1.14.1 Main driver**

Person named in the **Specific Conditions**, who normally drives the vehicle.

### **1.14.2 Additional driver**

Person named in the **Specific Conditions** under the relevant heading.

### **1.14.3 Authorised driver**

Person expressly or tacitly authorised to drive the vehicle by the **Policyholder** or the owner of the **insured vehicle**.

The **additional driver** is always considered to be an **authorised driver**.

## **1.15 Industrial dispute**

Any collective dispute in any form whatsoever that emerges as part of labour relations.

## **1.16 Insurance conditions**

Documents which group all contractual provisions governing the insurance policy. These documents describe the covers taken out and the obligations of both the **Policyholder** and the **Company**. The **Insurance Conditions** are made up of general terms and conditions and **Special Conditions**.

## **1.17 Special Conditions**

Conditions applicable specifically to a type of cover and which are part of the contractual provisions governing the relations between the **Company** and the **Policyholder** when he takes out this cover.

## **1.18 Specific Conditions**

Document that states especially all covers taken out by the **Policyholder**.

## **1.19 Domicile**

Legal **domicile** in the Grand Duchy of Luxembourg (or **area of residence**) or the elected **domicile** in the Grand Duchy of Luxembourg (or **area of residence**) stated in the **Specific Conditions**.

## **1.20 Territorial scope**

Geographical area for which the cover is granted.

## **1.21 Foreign (abroad)**

Any territory located more than 50 km from the Luxembourg borders.

## **1.22 Medical evacuation**

Transportation of a sick or injured **Insured** to a Luxembourg or **foreign** health centre accompanied by medical staff (doctor and/or nurse). **Medical evacuation** is only used in the event of a medical emergency when suitable treatment cannot be found locally.

## **1.23 Natural events**

Rockslide, falling stones, landslide or subsidence, pressure from a mass of snow or ice, avalanche, **storm**, hurricane, hail, earthquake, volcanic eruption, **flood** or tidal wave.

## **1.24 Explosion**

Sudden and violent appearance of forces due to the expansion of gas, vapours or liquids in any type of apparatus or receptacle.

## **1.25 Accommodation costs**

Cost of a room and breakfast.

## **1.26 Glass**

Glass or organic glass components (transparent plastic used instead of glass).

## **1.27 Fire**

Combustion with flames projecting outside their normal hearth and creating a blaze likely to spread to other property.

## **1.28 Medical incident**

**Illness** or **bodily accident** affecting an **Insured**.

## **1.29 Technical incident**

The following events constitute a **technical incident**:

- **traffic accident**;
- **fire**;
- **act of vandalism** or a malicious act;
- **theft** and **attempted theft**;
- damage caused by an animal

making it impossible to continue the travel or intended journey with the **insured vehicle**, or which causes abnormal or dangerous driving conditions with respect to the stipulations of the Highway Code or which affects the safety of people or the **insured vehicle**.

## **1.30 Flooding**

Overflowing of water courses, lakes, ponds or seas following atmospheric precipitations, melting snow or ice or bursting dykes.

## **1.31 Permanent invalidity**

Definitive reduction in the physical integrity of the **Insured**.

## **1.32 Bodily injury**

Any unintentional bodily injury suffered by the **Insured**.

### 1.33 Dispute

Any disagreement causing the **Insured** to assert a right or withstand a claim, including before a legal body. Any follow-up of disputes showing connectedness relationships is deemed to constitute a single **dispute**.

### 1.34 Illness

Any involuntary health problem that can be detected medically.

### 1.35 Personal belongings

All **personal belongings**, including photographic equipment, portable GPS, telephones, **luggage**, cameras, camcorders, glasses, laptops, child seats and clothing, except for:

- jewels, bank notes, all types of security and rare or precious objects or metals;
- professional goods and materials and those intended for sale;

Objects held provisionally are assimilated with **personal belongings**.

### 1.36 Breakdown

Any mechanical or electrical failure of the **insured vehicle** making it impossible to continue the travel or intended journey with the **insured vehicle**, or which causes abnormal or dangerous driving conditions with respect to the stipulations of the Highway Code or which affects the safety of people or the **insured vehicle**. Are assimilated with a **breakdown** a punctured tyre and **breakdowns** caused by the failure of a supply of maintenance products (antifreeze, oil and water).

**Running out** of petrol is also assimilated with a **breakdown**.

### 1.37 Injured parties

The persons who have suffered a loss, thereby benefiting from the civil liability cover as well as their beneficiaries.

### 1.38 Policyholder

The natural person or legal entity who takes out the insurance policy and who is responsible for paying the premium or any person being substituted for him by agreement of the parties or the beneficiaries of the **Policyholder** in the event of death.

### 1.39 Total loss or declassification

#### 1.39.1 Total loss or technical declassification

The vehicle is deemed totally lost technically when the assessor mandated by the **Company** concludes that the damage cannot be technically repaired.

#### 1.39.2 Total loss or economic declassification

The vehicle is deemed totally lost economically when:

- the assessor mandated by the **Company** determines that the indemnity to be paid by the **Company** for the repairs will be greater than the difference between the **pre-loss value** and the **salvage value** (value of the wreck).
- the **stolen** vehicle is not found within thirty days of the **Company** receiving the declaration of **loss**.
- the **stolen** vehicle is found within thirty days of the **Company** receiving the declaration of **loss** and, according to the assessor mandated by the **Company**, repairing the material damage to the vehicle would cost more than the difference between the **pre-loss value** and the **salvage value** (value of the wreck).

#### 1.40 Service provider

Service or insurance company, chosen by the insurance **Company**.  
AXA Assistance is designated by the **Company** as travel and family assistance **service provider**.

#### 1.41 Insurance proposal

Document whereby the applicant **Policyholder** can request to take out an insurance policy. It sets out all the characteristics of the risk stated by the **Policyholder**, allowing the **Company** to assess the risk accurately.

#### 1.42 Repatriation

Return of the **Insured** to the legal **domicile** in the Grand Duchy of Luxembourg (or **area of residence**) and return of the **insured vehicle** to the garage as stated in the cover in question.

#### 1.43 Loss

Any accidental damaging action likely to bring into play one or more covers taken out by the **Policyholder**.

#### 1.44 Immobilising loss

**Loss** with immobilisation of the **insured vehicle** where the **loss** occurred or which causes abnormal or dangerous driving conditions with respect to the stipulations of the Highway Code or which affects the safety of people or the vehicle following a **technical incident**.

#### 1.45 Non-immobilising loss

**Loss** where the **insured vehicle** can still be driven following a **technical incident**, without this being dangerous with respect to the stipulations of the Highway Code and without it affecting the safety of people or the **insured vehicle**.

#### 1.46 Storm

Action of the wind measured at the closest weather station reaching a peak speed of at least 80 km/hour or damaging, within a 10 km radius of the place at which the **loss** occurred, other motorised vehicles with equivalent resistance to these winds.

#### 1.47 Third party

Any person who does not have the capacity of **Insured**.

#### 1.48 Insured value

Value given by the **Policyholder** to insure his vehicle, including options, special fittings and accessories. The proportional rule will be applied if this value does not match the **as-new value**.

#### 1.49 As-new value

Selling price in new condition, without any type of discount, of the **insured vehicle**, including the options and **special fittings or accessories** applied in the Grand Duchy of Luxembourg. If the vehicle is no longer sold in new condition, its most recent selling price will be taken into account and matched to the most comparable vehicle without this price being lower than the most recent selling price. The same applies for the **special fittings or accessories**. This price includes VAT, unless stated otherwise in the **Specific Conditions**.

#### 1.50 Pre-loss value or replacement value

Amount necessary on the day of the **loss** to replace the **insured vehicle** with a vehicle of the same age and mileage, the same type, with the same options, advertising matter, **special fittings or accessories** and in a similar condition. This amount is fixed by the assessor.

**1.51 Salvage value**

Value that can be achieved after a **loss** for the wreck of the **insured vehicle**.

**1.52 Stataulux category 11-17 vehicles**

Cars, commercial cars and vans, except for **camping cars** (as stated on the registration certificate).

**1.53 Insured vehicle**

- Motorised vehicle named in the **Specific Conditions**;
- for the coverages Civil Liability, Legal Protection and Full Legal Protection any trailer or caravan hitched to the **insured vehicle**.

**1.54 Theft**

Fraudulent removal of the **insured vehicle** or of one of its components

**1.55 Attempted theft**

Starting to carry out a **theft** that is interrupted for a reason independent of its perpetrator.

**1.56 Area of residence**

Grand Duchy of Luxembourg and border areas within a 50 km radius of the Luxembourg border.

## 2 General terms and conditions common to all covers

These common general terms and conditions apply to all special conditions, provided these do not set them aside.

### 2.1 Bases for the policy

The rights and obligations of contracting parties are determined by the common general terms and conditions, the **Special Conditions** and the **Specific Conditions** of the policy along with any amendment to them.

### 2.2 Effective date of the policy

The covers taken out take effect at the date and time fixed in the **Specific Conditions** and at the earliest the date and time stated on the temporary **green insurance card**, if appropriate. Where no mention is made of the time, this is set at midnight on the day the policy comes into effect. The same provisions apply to any amendment to the policy.

### 2.3 Duration of the policy

The insurance policy is agreed for the time provided for in the **Specific Conditions**.

At the end of the initial insurance period, the insurance policy is renewed tacitly year on year, unless terminated by one or other of the parties. Insurance agreed for a period of less than a year is not tacitly renewed.

Under no circumstances can the tacit renewal period be greater than one year.

### 2.4 Disclosures when taking out the policy

The policy is established based on the disclosures of the **Policyholder** and the premium is fixed as a result. The **Policyholder** is obliged, when agreeing the policy, to disclose in exact detail all the circumstances known to him and which he should reasonably regard as being risk assessment factors for the insurer.

**2.4.1** If an intentional omission or inaccuracy occurs in the declaration of risk which misleads the **Company** on the risk assessment elements, the insurance policy will be null and void. In such a case, the **Company** will potentially have the right to insist on reimbursement of any **losses** settled before it discovered the intentional omission or inaccuracy, whereas the premiums due up to when the **Company** became aware of this intentional omission or inaccuracy will still be retained and the premiums due, but not yet paid, will remain owing.

In addition, in case of **loss**, the **Company** can refuse cover.

**2.4.2** In the event of an unintentional omission or inaccuracy in the risk declaration, the **Company** can propose, within one month from the day on which it became aware of this omission or inaccuracy, to alter the policy with effect from the date of becoming aware of this.

If the policy amendment proposal is rejected by the **Policyholder** or if, after one month of receiving this proposal, it has not been accepted, the **Company** can terminate the policy within two weeks.

However, if the **Company** proves that it would not under any circumstances have insured the risk, it can terminate the contract within the same period as stated above.

If a loss occurs before the policy is modified or terminated, the **Company** must normally provide the agreed benefit, unless:

- the omission or inaccurate statement can be blamed on the **Policyholder**, in which case the **Company** is then only required to provide the agreed benefit according to the ratio

between the premium paid and the premium that the **Policyholder** should have paid if he had declared the risk properly.

- the **Company** demonstrates that it would under no circumstances have insured the risk if it had known its real nature which only became apparent to it when the **loss** occurred, in which case its benefit is limited to reimbursing all premiums paid.

## 2.5 Declarations during the policy

As soon as he is aware of it and at the latest within one week, the **Policyholder** must send a registered letter to the **Company** declaring any change in circumstances constituting the risk for which the consequences are covered by one of the covers taken out under the **Specific Conditions**.

### 2.5.1 Reduction of risk

When the risk of an insured event occurring diminishes significantly and sustainably to the point that, if the reduction had existed when the insurance policy was taken out, the **Company** would definitely have granted insurance cover under conditions different from the existing ones, the **Policyholder** may benefit from a reduction proportional to the amount of the premium with effect from the date on which the **Company** became aware of this reduction.

If, within one month from the request for a reduction in premium by the **Policyholder**, the parties cannot agree on the new premium, the **Policyholder** can terminate the contract.

### 2.5.2 Aggravated risk

The **Policyholder** is obliged to declare, during the policy, any new circumstances or change in circumstances likely to lead to significant and lasting aggravation of the risk of the insured event occurring.

If, during the policy, the risk of the insured event occurring is aggravated in such a way that if the aggravation had existed when the insurance policy was taken out, the **Company** would only have agreed to the cover under other conditions, it must, within one month from the date on which it became aware of the aggravation, propose an amendment to the policy back-dated to the date of the aggravation.

If the policy amendment proposal is rejected by the **Policyholder** or if, after one month of receiving this proposal, the **Policyholder** has not accepted it, the **Company** can terminate the policy within two weeks.

However, if the **Company** proves that it would not under any circumstances have insured the aggravation, it can terminate the policy within the same period as provided for above.

If a **loss** occurs before the amendment of the policy or the cancellation has become effective and if the **Policyholder** has fulfilled his obligation of declaration as stated above, the **Company** must provide the agreed benefit.

If a **loss** occurs and the **Policyholder** has not fulfilled his obligation of declaration as stated above:

- when the failure to declare cannot be blamed on the **Policyholder**, the **Company** must provide the agreed benefit;
- when the failure to declare the aggravation can be blamed on the **Policyholder**, the **Company** is only obliged to provide the benefit according to the ratio between the premium paid and the premium that the **Policyholder** should have paid if the aggravation had been considered. However, if the **Company** provides proof that it would under no circumstances have covered the aggravated risk, its benefit in event of **loss** is limited to the reimbursement of premiums paid for the period prior to the aggravation;
- If the **Policyholder** has acted with fraudulent intent, the **Company** may refuse its cover. The premiums owed up to the time when the **Company** found out about the fraud are due to it by way of damages and interest.

## 2.6 Premium and payment of premium

2.6.1 The premiums (or, when split, the split premiums), expenses and taxes permitted legally are payable in advance at the headquarters of the **Company** or of the representative it has designated for this purpose.

On the annual due date of the premium, the **Company** advises the **Policyholder** of its due date, the amount of the sum that he owes (indicating, if appropriate, the existence of a price increase), the existence and modalities of the right to terminate the insurance policy and the date until this right of termination may be exercised.

2.6.2 Failing payment for any reason whatsoever of a premium or split premium within ten days of it falling due and independently of the **Company's** right to instigate legal proceedings to execute the contract, cover can be suspended at the end of thirty days following the **Policyholder** being sent a registered letter to his last known **domicile**.

2.6.3 The registered letter stated under point 2.6.2 will contain official notification to the **Policyholder** to pay the premium due, reminder of the due date and the amount of this premium and will indicate the consequences of failing to pay by the expiry of the thirty-day period mentioned under article 2.6.2 above.

The **Company** will then have the right to terminate the contract ten days before the expiry of the said thirty-day period.

2.6.4 A **loss** occurring during the cover suspension period will not be covered and will give no entitlement to benefit from the **Company**.

Suspending the insurance cover does not affect the right of the **Company** to demand payment of premiums subsequently falling due on condition that the **Policyholder** has been given official notice to pay in accordance with article 2.6.2 above. This right is nevertheless limited to premiums concerning two consecutive years.

The non-terminated contract comes back into effect for the future at midnight on the day following the day on which the premium due was paid to the **Company** or its representative designated for this purpose, or in the case of a split annual premium, the split premiums covered by the official notification and the premiums falling due during the **suspension** period along with, if appropriate, the expenses of criminal and recovery proceedings.

### 2.6.5 Administrative costs

Where the premium remains unpaid, the **Company** reserves the right to claim from the **Policyholder** the administrative costs relating to the initiatives made to compensate for his late payment and thus obtain effective payment of the premium. These administrative costs are due for each registered posting and are calculated as a fixed sum based on two and a half times the official cost of registered letters sent through the postal system.

## 2.7 Pricing change

If the **Company** intends to change its pricing during the policy, it may only do this with effect from the next annual due date of the policy.

In this case, the **Company** must advise the **Policyholder** of this change at least thirty days before the new pricing comes into effect. Nevertheless, the **Policyholder** has the right to terminate the contract within sixty days from the date of despatch of the annual premium due date reminder stating the change in pricing.

## 2.8 Suspension and reinstatement

### 2.8.1 Suspension

#### 2.8.1.1 Automatic suspension

The policy is suspended automatically if ownership of the **insured vehicle** is transferred. The suspension takes effect at midnight on the day of the transfer of ownership. The **Policyholder**



must advise the **Company** immediately in writing or by e-mail of the transfer of ownership. He is required to return the vehicle's **green insurance card** to the **Company** at the same time.

**2.8.1.2 Optional suspension**

The policy can be suspended if so requested by the **Policyholder** in writing or via e-mail if the **Insured vehicle** is taken off the road. In this case, the **Policyholder** is required to return the **Insured vehicle's green insurance card** to the **Company** at the same time.

**2.8.1.3 Effects of the suspension**

A **loss** occurring during the policy suspension period will not be covered and will give no entitlement to benefit from the **Company**.

**2.8.1.4 Reimbursement of the premium in the event of suspension**

The **Policyholder** has the right to be reimbursed for the premium paid for the suspension period, if this suspension lasts at least two months.

Reimbursement is proportional to the time during which the policy has been suspended, at the moment when the suspended policy is reinstated, or, failing that, after a period of twelve months has elapsed from the effective date of the suspension.

**2.8.2 Reinstatement**

The **Policyholder** is required to advise the **Company** in writing or via e-mail of the acquisition of a vehicle to replace the **vehicle insured** under the suspended policy, which will then be reinstated.

The suspended policy is reinstated by mutual agreement between the parties under the conditions and pricing applicable on the day it came into effect. An amendment to the policy must be issued.

## 2.9 Cancellation

### 2.9.1 Termination

#### 2.9.1.1 Termination by the Policyholder

Art.	Right of termination	Termination notification time	Taking effect of the termination
2.9.1.1.1	every year on the annual due date of the premium; or, failing that, every year, on the anniversary of the effective date of the policy (renewable date);	at least thirty days before the annual due date of the premium or the anniversary of the effective date of the policy;	the second working day following the despatch date of the termination letter, but at the renewal date at the earliest;
2.9.1.1.2	if, after a <b>loss</b> giving rise to indemnification, the <b>Company</b> has notified the <b>Policyholder</b> of the termination of a cover or an insurance policy within the month following payment of the first benefit;	one month with effect from the notification to the <b>Policyholder</b> of the termination of one or more covers or of an insurance policy;	one month with effect from the day following the notification of termination;
2.9.1.1.3	when prices are increased, in the conditions provided for under point 2.7; in the absence of explicit communication of the deadline for the <b>Policyholder</b> to exercise the right of termination in the premium due date reminder;	within sixty days following the despatch date of the premium due date reminder; at any time with effect from the due date, without penalty, but at the latest sixty days after the policy due date;	the second working day following the despatch date of the termination letter, but at the renewal date at the earliest;
2.9.1.1.4	failing agreement on the fixing of the new premium in the hypothesis of a significant and lasting reduction of the risk, in the conditions provided for under item 2.5.1 (reduction of risk)	once the one-month period has lapsed following the request for reduction of the risk by the <b>Policyholder</b> .	one month with effect from the day following the notification of termination.

**2.9.1.2 Termination by the Company**

<b>Art.</b>	<b>Right of termination</b>	<b>Termination notification time</b>	<b>Taking effect of the termination</b>
2.9.1.2.1	every year on the annual due date of the premium; or, failing that, every year, on the anniversary of the effective date of the policy (renewable date);	at least sixty days before the annual due date of the premium or the anniversary of the effective date of the policy;	the second working day following the despatch date of the termination letter, but at the renewal date at the earliest;
2.9.1.2.2	after the occurrence of a <b>loss</b> giving rise to indemnification;	in the month of the first payment of the benefit by the <b>Company</b> ;	one month with effect from the day following the notification of termination;
2.9.1.2.3	in the case of fraudulent breach by the <b>Policyholder</b> and/or the <b>Insured</b> of the obligations incumbent upon him (them) following a <b>loss</b> ;	in the month in which the fraud was discovered;	as soon as the termination is notified;
2.9.1.2.4	in the case of non-payment of a premium or a split premium within ten days of it falling due;		forty days after despatch by registered post of official notice to pay the premium due;
2.9.1.2.5	in the case of unintentional omission or inaccuracy in the description of the risk when agreeing the policy, or in the case of aggravation of the risk during the policy: <ul style="list-style-type: none"> <li>▪ if the proposed modification to the policy suggested to the <b>Policyholder</b> in the conditions provided for under points 2.4.2 and 2.5.2: <ul style="list-style-type: none"> <li>- is rejected or</li> <li>- is not agreed at the end of a month's consideration with effect from receipt of the proposed modification;</li> </ul> </li> <li>▪ if the <b>Company</b> provides proof that it would not under any circumstances have insured the risk;</li> </ul>	<ul style="list-style-type: none"> <li>▪ within two weeks following: <ul style="list-style-type: none"> <li>- refusal by the <b>Policyholder</b> to agree to the proposed modification;</li> <li>- the lapse of the one month's consideration period, without the <b>Policyholder</b> showing his acceptance of the proposal;</li> </ul> </li> <li>▪ within the month with effect from the date on which the <b>Company</b> became aware of the omission, the inaccuracy or the aggravation of the risk;</li> </ul>	<ul style="list-style-type: none"> <li>▪ one month with effect from the day following the notification of termination;</li> </ul>
2.9.1.2.6	in case of death of the <b>Policyholder</b> ;	within three months of the day on which the <b>Company</b> became aware of the death;	one month with effect from the day following notification of the termination to the last known <b>domicile</b> of the <b>Policyholder</b> ;
2.9.1.2.7	in case of bankruptcy of the <b>Policyholder</b> .	in the month following the expiry of a three-month period after the declaration of bankruptcy.	one month with effect from the day following the termination.

**2.9.1.3 Termination by the Official Receiver following the bankruptcy of the Policyholder**

Art.	Right of termination	Termination notification time	Taking effect of the termination
2.9.1.3.1	in case of bankruptcy of the <b>Policyholder</b> .	within the three months following the declaration of bankruptcy.	one month with effect from the day following the notification of termination.

**2.9.1.4 Termination by the beneficiaries following the death of the Policyholder**

Art.	Right of termination	Termination notification time	Taking effect of the termination
2.9.1.4.1	in case of death of the <b>Policyholder</b>	within the three months and forty days following the <b>Policyholder's</b> death.	one month with effect from the day following the notification of termination.

**2.9.1.5 Termination by the commissaire à la gestion contrôlée (controlled management commissioner)**

Art.	Right of termination	Termination notification time	Taking effect of the termination
2.9.1.5.1	in the event of controlled management.	within three months of the legal decision to place under controlled management.	on expiry of a period of one month with effect from the day following the notification of termination.

**2.9.2 Forms of termination**

The policy is terminated by registered letter or by bailiff's writ or by remittance of a notice of termination against a receipt.

**2.9.3 Reimbursement of the premium credit in the event of termination**

When the policy is terminated for any reason whatsoever, the **Policyholder** will be reimbursed for premiums paid for the insurance period after the date the termination comes into effect, within 30 days of the termination coming into effect.

Legal interest automatically runs after this time.

**2.10 Obligations in case of loss**

In the event of **loss**, the **Insured** and/or the **Policyholder** must:

- 2.10.1 take all reasonable measures to prevent and mitigate the consequences of the **loss**;
- 2.10.2 advise the **Company** that the **loss** has occurred in writing or verbally against receipt as soon as possible and at the latest within one week, except in unforeseen case or of force majeure;
- 2.10.3 indicate in the declaration of **loss**, or if this is impossible, in a subsequent declaration made as quickly as possible, the date, type, causes, circumstances, consequences and place of the **loss**, the names, first names, age and **domicile** of **injured parties**, the name and address of the person causing the damage and, if possible, witnesses and state whether the public authority's representatives have drawn up a report or statement.

Failure by the **Policyholder** and/or the **Insured** to complete the formalities listed in points 2.10.1 to 2.10.3, the **Company** will have the right to reduce its benefit up to the damage that it suffers.

If, with fraudulent intent, the **Policyholder** and/or the **Insured** submit false statements mainly on the date, type, causes, circumstances and consequences of a **loss**, the Company can decline or reduce its benefit;

2.10.4 send the **Company**, as soon as received, all opinions, summons, subpoena, legal deeds and/or hearing documents sent, handed or notified to it, its employees or any other interested party, on pain, in the event of negligence, of all damages due to the **Company** to repair the loss it has suffered;

2.10.5 refrain from any recognition of liability, any transaction, any fixing of damages, any payment or any promise of indemnification.

## 2.11 Exclusions

These exclusions apply to all covers taken out except for the civil liability insurance where the specific exclusions provided for under the **Special Conditions** for the civil liability cover apply.

The following are never covered:

2.11.1 damage caused by the **Insured** and/or **Policyholder** intentionally or wilfully or with his complicity.

2.11.2 damage caused when the driver of the **Insured vehicle** does not hold a valid driving licence stipulated by the relevant regulations.

The driving licence is nevertheless deemed valid when:

- the driver has omitted to renew the validity period of his licence, in accordance with legal stipulations, but, although it had expired, the licence he was holding was valid for the type of vehicle being driven at the time of the **loss**;
- in case of **loss** caused in a country where the insurance is valid, the driver does not hold a valid driving licence, as stipulated by the regulations in the relevant country, but nevertheless holds a driving licence valid in the Grand Duchy of Luxembourg;
- the driver holds a valid driving licence by virtue of regulations in a member country of the European Union.

The legal ban on driving and the administrative withdrawal or suspension of the driving licence as well as failure to comply with restrictions (for example: "only valid for a specially-fitted vehicle due to an infirmity") or conditions (for example: "only valid with correction lenses") stated on the driving licence equate to not holding a valid driving licence.

2.11.3 damage caused by the driver when it has been proven that:

- either he has consumed alcoholic drinks in sufficient quantity that the alcohol level in the blood is higher than the legal limit provided for under Luxembourg legislation regulating the traffic on all public roads;
- or he has consumed drugs, narcotics and/or hallucinogenic substances;
- or he has refused after the **accident** to submit to a test or blood test or that he escaped this by running away from the place of the **accident**;

2.11.4 the damage caused to the objects and animals transported;

2.11.5 the damage resulting from the vehicle taking part in races or competitions for speed, reliability or skill, even where authorised, and in any trial to prepare for these races and competitions. Exercises of speed, reliability or skill, even where authorised, practised individually or in a group are assimilated with races or competitions;

2.11.6 damage relating directly or indirectly to any kind of requisitioning by a military or police force, whether or not armed, by regular or irregular combatants, whether or not armed;

2.11.7 damage caused by war or similar actions, civil war, bacteriological or chemical attack, riot, attack or industrial dispute and all collectively-inspired acts of violence, whether or not

constituting rebellion against the authorities, excluding legitimate defence and unless it is proved that the victim played no active part;

**2.11.8** damage relating directly or indirectly to the direct or indirect effects of an **explosion**, heat release or irradiation caused by transmutation of atomic nuclei or radioactivity, or radiation caused by the artificial radiation of particles, or any other atomic phenomenon;

This exclusion extends to the transport and storage of weapons or ordnance, all nuclear fuel and radioactive products or waste;

**2.11.9** damage relating directly or indirectly to volcanic eruption, earthquake, avalanche, falling stones or rocks, flood, flooding of surface water courses or ground waters, insufficient evacuation of water via the drains, tidal wave and any natural disaster.

## **2.12 Salvage and prevention costs**

The **Company** covers the salvage and prevention costs arising from:

- the measures requested by the **Company** in order to prevent or mitigate the consequences of the **loss**, or
- urgent and reasonable measures taken at the initiative of the **Insured** to prevent the loss in case of imminent danger or, if the **loss** has started, to prevent or mitigate its consequences.

These salvage and prevention costs are defrayed by the **Company** when they were incurred while acting with due care and attention, even if said efforts proved unsuccessful.

The **Policyholder** undertakes to inform the **Company** of the salvage and prevention measures he has taken and their cost.

It is specified that the **Policyholder** remains liable for the costs of measures intended to avert a **loss** in the absence of imminent danger or when the imminent danger has been averted.

If the urgency and imminent danger are due to the fact that the **Policyholder** did not take prevention measures in good time that were normally incumbent on him, the costs thus incurred will not be considered as salvage costs payable by the **Company**.

These costs are payable by the **Company** to the extent that they relate exclusively to risks and/or benefits insured under this policy. The **Company** is thus not required to pay costs with respect to uninsured risks and/or benefits.

These costs are borne by the **Company** so long as their total added to total amount of the indemnity owed for the principal do not exceed the total sum insured per **Policyholder** and per **loss**.

## **2.13 Benefits from the Company**

The **Company** provides the agreed benefits as soon as it has all the information regarding the occurrence, circumstances and amount of the **loss**.

It is specified that the **Policyholder** always remains liable for the deductibles.

The amounts due are settled within thirty days of being fixed. Beyond that time, the interest on arrears at the legal interest rate is due.

## **2.14 Subrogation**

The **Company** which has paid the indemnity is subrogated up to the amount thereof in the rights and lawsuits of the **Insured** and/or the beneficiary against the **third parties** responsible for the damage.

If, due to the **Insured** or the beneficiary, the subrogation can no longer have effect for the **Company**, it may claim restitution therefrom of the indemnity paid to the extent of the damage suffered.

The subrogation cannot harm the **Insured** or the beneficiary who has only been partly indemnified. In this case, he can exercise his rights for what remains owing to him, ideally to the **Company**.

## 2.15 Multiple Policyholders

Where there are several Policyholders, each one acts on behalf of the other. Any communication from the **Company** to one of them is valid with respect to them all. They are, furthermore, jointly and severally liable for the obligations resulting from the insurance policy.

## 2.16 Domicile and communication

The domicile of the **Policyholder** is elected at the address specified in the **Specific Conditions**, unless the **Policyholder** has advised the **Company** of a different domicile in writing.

Notifications from the **Policyholder** to the **Company** should be sent in writing to the **Company's** head office or to its representative.

Throughout the policy, the notifications from the **Company** will be delivered properly to the known **domicile** of the **Policyholder**. It is up to the **Policyholder** to advise the **Company** of any change of address.

## 2.17 General information

The **Policyholder** can consult the report on the **Company's** solvency and financial situation on its website: [www.axa.lu](http://www.axa.lu).

## 2.18 Suggestion and claim

The **Policyholder** can contact the **Company's** General Management in writing or via the site [www.axa.lu](http://www.axa.lu) with any suggestion or claim. When making a claim, he can also contact the Insurance Supervisory Authority (7 boulevard Joseph II, L-1840 Luxembourg) or the mediation body instituted on the initiative of the Association of Insurance Companies and the Luxembourg Consumer Union without prejudice to the possibility of taking legal action.

## 2.19 Competent jurisdiction

Any dispute between the **Policyholder** and the **Company** arising from the insurance policy is the exclusive competence of the Courts of the Grand Duchy of Luxembourg, without prejudice to the application of international treaties or agreements.

## 2.20 Limitation

The limitation period for any action deriving from the policy is three years. The period runs with effect from the date of the event that opens the action. This limitation can be extended within the limits provided for by law.

## 2.21 Applicable law

The policy is governed by Luxembourg law.

### 3 Special Conditions - Accident Assistance

You benefit from Accident Assistance as soon as your civil liability insurance comes into effect.

**INFO LINE - The number to call is given on the green insurance card.**

The info line gives round-the-clock information on the steps to take in an accident or car breakdown (filling in the accident report, what to do if someone is injured, what to do with the vehicle, etc.).

#### 3.1 Purpose and extent of the assistance cover in case of a technical incident

##### 3.1.1 Purpose

The **Service provider** covers an assistance service up to the amounts indicated, including tax, when the **Insured** are victims of random events listed under the definition "**technical incident**".

##### 3.1.2 Geographical scope

Unless certain benefits are waived, the assistance service is granted in countries where the mandatory civil liability insurance of the **insured vehicle** is valid.

#### 3.2 Conditions for providing the assistance service in case of a technical incident

3.2.1 In case of a **technical incident**, the **Insured** must request an intervention from the **service provider**, whose contact details appear on the **green insurance card**, as soon as the incident occurs, unless provided for otherwise specifically for certain covers.

3.2.2 For an intervention **abroad**, the service is only granted provided that the journey by the **Insured** away from his **domicile** is ninety consecutive calendar days at most. Events that occur after this period are not covered.

3.2.3 No retroactive right to reimbursement or indemnity is associated with any services not requested at the time of the events and those refused by the **Insured** or organised without the consent of the **service provider**. Exception is however made to this rule for the costs of towing to the nearest garage as stated in point 3.3.1, when the **technical incident** occurs in a traffic lane where access is reserved exclusively for towing companies approved by the local authorities.

3.2.4 The **service provider** chooses the most appropriate means of transport.

#### 3.3 Vehicle assistance in case of technical incident

3.3.1 Repairs - towing in case of a technical incident in the Grand Duchy of Luxembourg (or **area of residence**) or abroad.

If the **insured vehicle** is immobilised following a **technical incident**, the **service provider** arranges and pays for sending a repairer on site or, if the vehicle cannot be repaired on site, a haulier to tow the **insured vehicle** to a partner garage of the **Company** or the **service provider**. The **Insured** can choose a different garage provided that it is close to where the **technical incident** occurred.



Where the **Insured** does not call on the **service provider** to repair - tow his vehicle, he will be reimbursed on the basis of original supporting documents for the costs incurred up to a maximum of €350.

### 3.3.2 Transport - repatriation of the insured vehicle following a technical incident in the Grand Duchy of Luxembourg (or area of residence) or abroad.

If, following a **technical incident**, the **insured vehicle** cannot be repaired in less than:

- 24 hours in the Grand Duchy of Luxembourg (or **area of residence**), or
- five working days **abroad**;

the **service provider** arranges and pays for the transport-repatriation as quickly as possible of the **insured vehicle** to the garage chosen by the **Insured** near his **domicile**.

The **service provider's** intervention will never exceed the **salvage value** of the vehicle. Where the transport costs exceed this value, the **service provider's** intervention has a ceiling set at this value.

A description of the state of the vehicle is made at pick-up and delivery.

The **service provider** cannot be held liable for any delay in the operation, any damage, **accident of vandalism, theft** of objects or accessories occurring to the vehicle during its immobilisation or transport.

If the **Insured** decides to have his vehicle repaired where the **technical incident** occurred and to return home without waiting for repairs to be carried out, the **service provider** arranges transport so that one insured can go and recover the vehicle once it has been repaired. If necessary, and only if the **insured vehicle** has to be recovered from **abroad**, the **service provider** pays for one night in a hotel up to €80 maximum.

### 3.3.3 Shipping spare parts in case of a technical incident abroad

If the **insured vehicle** is immobilised **abroad** following a **technical incident** and the spare parts essential for its correct operation cannot be obtained locally, the **service provider** arranges and pays for shipping said parts by the fastest possible means subject to local and international legislation.

The part numbers for essential spare parts will be sent by the **Insured** under his sole responsibility.

The intervention of the **service provider** always has a ceiling of the assumed cost of **repatriation** of the **insured vehicle** or its **salvage value** if this is less than the cost of **repatriation**.

The **Insured** undertakes to reimburse the price of the parts within two months of the date of shipment. The **service provider** is not required to intervene in cases of force majeure such as the manufacturer abandoning manufacture or the non-availability of the part from the wholesaler or the manufacturer's accredited dealership.

### 3.3.4 Stolen vehicle found in the territorial boundaries of the policy

#### 3.3.4.1 The Insured vehicle is found in a fit state to drive:

The **service provider** arranges and pays for:

- either sending a driver on site or a repairer-haulier to bring the vehicle back to the **domicile** of the **Insured**;
- or transporting the **Insured** to go and recover his vehicle.

#### 3.3.4.2 The Insured vehicle is found but is immobilised:

The **service provider** arranges the transport-repatriation, in accordance with and under the conditions of point 3.3.2.

If necessary, but only **abroad**, the **service provider** pays for one night in a hotel up to €80 maximum per **Insured**.

To benefit from this cover, the **Insured** must lodge a complaint with the local authorities within 24 hours of the **theft** occurring or as soon as he became aware of it. On his return, the **Insured** must hand over the original receipt for lodging his complaint to the **service provider**.

### 3.3.5 Security costs

In the case of transport-**repatriation** (point 3.3.2) of the **insured vehicle**, the **service provider** pays up to a maximum of €125 for the costs of any security guards from the day on which the **Insured** requested assistance up to the day of removal by the mandated haulier.

## 3.4 Assistance for insured in a technical incident or theft of the Insured vehicle

### 3.4.1 In case of immobilisation of less than five days

The **service provider** pays up to a maximum of €80 per **Insured** travelling in the **insured vehicle** for unexpected **hotel expenses** if the **Insured** decide to wait for the repairs to be done locally. The **service provider's** total participation for the hotel nights (maximum 4) is therefore €320 per **Insured**.

Insofar as the **Insured** does not wish to wait for repairs to be done locally, the **service provider** pays up to a maximum of €125 of the costs of continuing the journey and of recovering the repaired vehicle or of returning home. The intervention of the **service provider** is raised to €250 maximum if the **technical incident** occurred **abroad**.

The **service provider** does not pay for any other expenses, mainly meals.

### 3.4.2 In case of immobilisation of more than five days

The **service provider** arranges and pays for either the return of the **Insured** travelling in the vehicle to their **domicile** in the Grand Duchy of Luxembourg (or **area of residence**) or their continuing to their destination.

If the **Insured** decide to continue with their journey, the intervention of the **service provider** is limited to the assumed expenses of their return home.

The **service provider** makes the final decision on the means of transport.

### 3.4.3 Psychological assistance

If the **Insured** travelling in the vehicle have been victims of a car-jacking or involved in an **accident** causing bodily injuries, the **service provider** gives them psychological assistance by telephone, up to two calls per event.

## 3.5 Service Joker Taxi

### 3.5.1 Purpose

Under prevention actions introduced by the **Company**, the **service provider** arranges and pays for sending a taxi to bring the **Insured** home.

To benefit from this cover, the driver must:

- be an **authorised driver** of the **insured vehicle**;
- be in a state that renders him unfit to drive a vehicle;
- have actually arrived with the **insured vehicle**;
- telephone the **service provider** to arrange for the benefit when the inability to drive becomes apparent.

Being unable to drive should be an unforeseeable circumstance.

### 3.5.2 Geographical scope

The distance between the pick-up point and the **domicile** must be no more than 70 km.

### 3.5.3 Number of interventions

This benefit is granted three times each insurance year maximum.

## 3.6 Commitments

### 3.6.1 Commitments of the Insured

#### 3.6.1.1 Declaration of loss

The **Insured** must advise the **service provider** of the **loss** occurring as quickly as possible.

The **Insured** must provide all the requisite information without delay and answer any questions put to him in order to determine the circumstances and assess the extent of the **loss**.

In order that the assistance can be organised as well as possible and in particular to arrange the most appropriate means of transport (plane, train, etc.), the **Insured** must make sure to contact the **service provider** before any intervention and not to incur any assistance expenses without its consent.

Failing this, the **service provider** intervenes as indicated in article 3.6.1.3.

#### 3.6.1.2 Obligations of the Insured in case of loss

The **Insured** must take all reasonable measures to prevent and mitigate the consequences of the **loss**.

Subsequently, the **Insured** undertakes, within a maximum of two months after occurrence of the incident and the intervention of the **service provider** to:

- provide the original receipts for expenses incurred;
- provide proof of the events giving entitlement to the services covered;
- return automatically all transport tickets that were not used because the **service provider** paid for this transport.

When the **service provider** advances medical costs, the **Insured** must automatically take the necessary steps to recover them from the social security and/or insurance bodies covering these same costs and pay the sums received to the **service provider**.

#### 3.6.1.3 Penalties

If the **Insured** fails to fulfil any of the obligations listed above (points 3.6.1.1 and 3.6.1.2) and the **service provider** suffers a prejudice as a result, the latter will have the right to claim a reduction in its benefit equal to the value of that prejudice.

The **service provider** may decline its cover if the **Insured** fails with fraudulent intent to comply with the obligations listed above (points 3.6.1.1 and 3.6.1.2).

### 3.6.2 Commitments of the service provider

The **service provider** does everything possible to assist the **Insured** under its obligation of diligence.

Nevertheless, the **service provider** cannot under any circumstances be held liable for non-fulfilment or delays caused by:

- a civil or international war;
- a general mobilisation;
- requisitioning of men and equipment by the authorities;
- any acts of sabotage or terrorism committed in connection with concerted actions;
- social conflicts such as strikes, riots, popular movements, lock-outs, etc.;
- the effects of radioactivity;
- all cases of force majeure making it impossible to execute the policy.

If in an emergency or a case of force majeure the **Insured** has himself incurred expenses without the prior consent of the **service provider**, they are reimbursed up to the amounts indicated in these **Special Conditions** and within the limit of costs that the **service provider** would have incurred should it have arranged the service itself.

## 3.7 Exclusions

### 3.7.1 Exclusions common to all covers

The exclusions in the common general conditions apply. Moreover, the following are not reimbursed:

- the costs incurred by an **Insured** without the prior consent of the **service provider** unless specified otherwise;
- meal costs;
- the costs of taxis, except those explicitly provided for in these **Special Conditions**;
- the costs anticipated before departure on a trip **abroad** (local accommodation expenses, etc.);
- the normally predictable damaging consequences of an act or omission for which the **Insured** is to blame;
- the events caused by an intentional act, by suicide or attempted suicide of the **Insured**;
- the need for assistance under a **technical incident** because the **Insured** is in a state of alcoholic intoxication higher than the legal limit provided for under the Luxembourg legislation regulating the traffic on all public roads or is in a similar state caused by products other than alcoholic drinks or has carried out a reckless act, wager or challenge;
- the benefits covered that it cannot provide due to force majeure;
- all costs not explicitly mentioned as paid under the terms of these **Special Conditions**.

### 3.7.2 Exclusions for assistance to persons

The cover is not acquired for:

- the costs of medical treatments and of medicines prescribed and/or committed in the Grand Duchy of Luxembourg (or **area of residence**) following an **accident** that has occurred **abroad**;
- the costs of preventive medicine and thermal cures;
- the costs of diagnoses and treatments not recognised by the social security;
- the costs of glasses, contact lenses, medical apparatus and the costs of prostheses in general;
- the costs of staying in a rest home;
- the costs of rehabilitation, physiotherapy and chiropractic.

### 3.7.3 Exclusions for assistance to vehicles

The following do not give rise to the intervention by the **service provider**:

- the costs to be incurred for the repair or towing should the representatives of the **service provider** be unable to reach the **insured vehicle**;
- the prejudice suffered by the **Insured** due to the non-availability of the vehicle;
- the costs of servicing and repairing the **insured vehicle**, including the cost of spare parts;
- fuel and toll costs;
- the costs resulting from damage caused during transport, towing or **repatriation**;
- any costs whatsoever when the **insured vehicle** does not have a valid technical control certificate.

## 4 Special Conditions - Breakdown Assistance

The following special conditions supplement the "accident assistance" cover. They are applicable if the **Specific Conditions** state that the "breakdown assistance" cover is granted and provided that the initial entry into service of the **insured vehicle** is less than twenty years ago when the "breakdown assistance" cover is taken out.

### 4.1 Definition

Under the **breakdown** assistance cover, the **breakdown** constitutes a **technical incident**.

### 4.2 Purpose and geographical scope

#### 4.2.1 Purpose

The **service provider** covers an assistance service with no kilometric excess up to the amounts indicated, including tax, when the **Insured** are not just victims of random events listed under the definition "**technical incident**", but also of those defined in these **Specific Conditions**.

#### 4.2.2 Geographical scope

Unless certain benefits are waived, the assistance service is granted in the Grand Duchy of Luxembourg (or **area of residence**) and in **green insurance card** countries without kilometric excess.

### 4.3 Conditions for granting the assistance service

In case of a **breakdown**, the **Insured** must request an intervention from the **service provider**, whose contact details appear on the **green insurance card**, as soon as the events occur.

No retroactive right to reimbursement or indemnity is associated with any services not requested at the time of the events and those refused by the **Insured** or organised without the consent of the **service provider**.

If the **insured vehicle** is less than twenty years old when the policy is taken out and more than twenty years old on the day of the incident, the benefits are due.

If the vehicle has the following uses: "Collection vehicle" or "Youngtimer", the **breakdown** assistance cover is still granted.

### 4.4 Vehicle assistance

#### 4.4.1 Fuel assistance

If the vehicle runs out of fuel, the **service provider** sends a repairer with a supply of fuel or a trailer so that the **Insured** can reach the nearest service station with his vehicle. The fuel costs remain payable by the **insured**.

Should the vehicle be filled with the wrong fuel, the **service provider** arranges and pays for work to drain the fuel tank where the vehicle is immobilised or in a partner garage, depending on circumstances. If the work takes place in a partner garage, the towing costs are paid by the **service provider**.

## 4.4.2 Puncture assistance and puncture cover

### 4.4.2.1 Puncture assistance

In case of a puncture, the **service provider** arranges and pays for the repair of the vehicle where the vehicle is immobilised if the **Insured** is incapable of fitting the spare tyre or using the tyre-changing equipment carried in the vehicle. The **service provider** is not required to pay the repair or towing costs if the **Insured** does not have a spare tyre in good condition.

Should several tyres be punctured, the **service provider** arranges and pays for towing the **insured vehicle** to its choice of garage.

### 4.4.2.2 Puncture cover

Conditions for changing the tyre(s) under the puncture cover:

- The **service provider** pays for tyre replacements under certain conditions.
- Measuring the depth of the remaining tread determines the amount paid under the puncture cover for replacing the tyre with a new tyre of the same type (depending on the legislation in force):

Intervention conditions based on the replacement invoice to be provided by the insured, indicating the wear on the tyre tread:

Depth of residual tread	Payment rate for the cost of tyres
<2 mm	0%
2 to 4 mm	35%
4 to 6 mm	65%
>6 mm	100%

If the tread on the damaged tyre is less than 2 mm deep, the removal, fitting and adjustment benefits on the new tyre are not paid.

The following tyre damage is covered by the assistance benefit:

- damage causing abnormal or dangerous driving conditions with respect to the stipulations of the Highway Code (excluding **accident**);
- tyre blowout;
- vandalism;
- **theft** of tyres if fitted to the car or spare tyre. In this case, the insured is required to provide the purchase invoice for stolen tyres. The **service provider** pays for the new tyre with a deduction for obsolescence of 20% a year.

Where so required by safety conditions, mainly in case of uneven wear raising doubts over driving safety (5 mm difference), the two axle tyres will be paid according to the same obsolescence conditions.

Exclusions: Only vehicles in Stataulux category 11 - 17 can benefit from this cover.

## 4.4.3 Vehicle opening assistance

Should the keys be locked inside the **insured vehicle**, the **service provider** opens the doors of the vehicle after the **Insured** has shown it some identification. The **Insured** gives his permission for the **service provider** to check the vehicle's documents after opening the doors to compare the information in the documents with the information provided by the **Insured**.

The **service provider** is not required to comply with this commitment if opening the doors could damage the vehicle.

Where the keys have been locked in the **insured vehicle** and a duplicate set is kept at the **domicile** of the **Insured**, the **service provider** arranges and pays the costs of a return taxi ride from the place of immobilisation to the **domicile** of the **Insured**, up to €65 maximum. If the

## INSURANCE CONDITIONS - **OPTIDRIVE**

safety of the vehicle cannot be guaranteed in the meantime, the **service provider** has the vehicle towed to the nearest garage and pays security costs for 24 hours at most.

In both the aforementioned cases, the **service provider** will only intervene if the vehicle is fitted with an anti-**theft** system making it impossible to move.

Where the keys have been locked in the **insured vehicle** and there is no duplicate set at the **domicile**, the **service provider** advises the **Insured** of the steps to be taken to obtain a duplicate set from the manufacturer.

## 5 Special Conditions - Replacement Vehicle

The availability of a replacement vehicle is granted as soon as your civil liability insurance comes into effect.

### 5.1 In the event of a non-immobilising loss

#### 5.1.1 Territorial scope

The replacement vehicle is made available only in the Grand Duchy of Luxembourg.

#### 5.1.2 Scope of the cover

The **Company** grants, in case of **non-immobilising loss** covering "material damage to the vehicle, **fire**, **theft**, breaking **glass** and animal collision", the availability of a category B replacement vehicle (compact and medium-sized car) equivalent in size to a Volkswagen Polo. This mention is given as an example only and has no contractual value with respect to the **Company**.

Cover is granted as soon as the **Insured** benefits from a civil liability no-claims bonus of no more than 14.

The replacement vehicle is made available only for the time taken for repairs as decided by the assessment report or in agreement with the **Company** and for a maximum of ten consecutive days.

The availability of the replacement vehicle in case of **loss** due to breaking **glass** is nevertheless limited to one day.

##### 5.1.2.1 Paying for the replacement vehicle

Payment assumes that the **Insured** calls on the **Company** and agrees to the vehicle proposed by the partner repair garage or by a rental company approved by the **Company**.

The **Insured** must pick up the replacement vehicle and return it after use to the partner repair garage or the approved rental company which made it available to him. Various arrangements can be negotiated between the **service provider** and the **Insured** when payment is made.

The availability of the replacement vehicle without surety is subject to the **Insured** benefiting from the Material Damage cover. Any ancillary charges such as excess, fuel cost, charges for late return of the vehicle, etc. should be paid directly to the vehicle rental company by the **Policyholder**. Failing that, the **Company** will claim them directly from the **Policyholder**.

Any use of the replacement vehicle beyond the period covered, fines incurred, toll charges, price of supplementary insurance and the insurance excess for any damage caused to the vehicle remain payable by the **Policyholder**.

##### 5.1.2.2 Reimbursement of rental costs

If the **Insured** rents a vehicle other than the one proposed by the partner repair garage or the rental company approved by the **Company**, the **Company** reimburses the rental costs based on supporting documentation and up to a maximum of €35 a day.

##### 5.1.2.3 Daily lump sum in case of non-immobilising loss apart from breaking glass

If the **Insured** does not claim the replacement vehicle, the **Company** pays him a daily indemnity of €20 based on the number of repair days determined by the assessor, with a maximum of ten consecutive days.

### 5.2 In the event of an immobilising loss

#### 5.2.1 Territorial scope

The cover is granted in the Grand Duchy of Luxembourg, in all European Union countries and in Switzerland and Norway.



### 5.2.2 Scope of the cover

The availability of the replacement vehicle is only granted if the **Insured** calls on the **Company's service provider** under "Accident assistance" or "Breakdown assistance" to repair or tow the **insured vehicle**.

In case of **immobilising loss** of the **insured vehicle** and provided that the vehicle falls under Stataulux category 11-17, the **service provider** makes a category B replacement vehicle (compact and medium-sized car - see 5.1.2 §1 above) available to the **Insured**. The **Insured** must pick up the replacement vehicle and return it after use to the partner repair garage or the approved rental company which made it available to him. Various arrangements can be negotiated between the **service provider** and the **Insured** when payment is made. The maximum intervention threshold will be limited to €55 per day.

The maximum period for granting the replacement vehicle is:

- 10 consecutive calendar days;
- 31 consecutive calendar days in case of total loss or **theft** of the **insured vehicle** belonging to Stataulux categories 11 to 17 (cars). In case of **theft**, the benefit is due if the **theft** cover is taken out and the **theft** has been duly declared to the police within 24 hours of the **Insured** becoming aware of it.

In addition, the availability of the replacement vehicle is subject to compliance with the conditions and rules stipulated by the company supplying the vehicle.

The conditions normally taken up are mainly:

- naming a **main driver** more than 25 years old when the vehicle is made available and holder of an appropriate driving licence for the type of vehicle made available for more than one year, without the driving licence becoming invalid in the year preceding the request for rental;
- the vehicles are made available to insured without surety;
- any ancillary charges such as excess, fuel cost, charges for late return of the vehicle, etc. should be paid directly to the vehicle rental company by the **Policyholder**. Failing that, the **service provider** will claim them directly from the **Policyholder**.

Any use of the replacement vehicle beyond the period covered, fines incurred, toll charges, price of supplementary insurance and the insurance excess for any damage caused to the vehicle remain payable by the **Policyholder**.

#### Reimbursement of rental costs

If the **Insured** rents a vehicle other than the one proposed by the partner repair garage or the rental company approved by the **Company**, the **Company** reimburses the rental costs based on supporting documentation and up to a maximum of €35 a day.

## 5.3 Exclusions

The exclusions in the general conditions common to all covers apply.

## 6 Family and Travel Assistance

These special conditions are applicable if the **Specific Conditions** state that the "Family and Travel Assistance" cover has been taken out.

To benefit from the travel assistance cover, the Insured will telephone the help line on 45.30.55 (Luxembourg).

### 6.1 Purpose and scope of the assistance

#### 6.1.1 Purpose

The **service provider** covers an assistance service up to the amounts indicated, including tax, when the **Insured** are victims of random events defined in these **Special Conditions**.

#### 6.1.2 Territorial scope

The assistance service is provided worldwide, as soon as the **Insured** leaves home.

#### 6.1.3 Conditions for granting the assistance benefit

The **service provider** intervenes during the validity period of the policy following events defined and during the private or professional life within the limits of the **territorial scope** and amounts covered.

These events must without fail give rise to request for intervention to the **service provider** when they occur, unless provided for otherwise specifically for certain covers.

The most appropriate means of transport will be chosen by the **service provider**; if the distance to be covered is less than 1,000 Km, the priority transport will be by train (1st class); if the distance to be covered is greater than 1,000 Km, the priority transport will be by air (economy class).

No retroactive right to reimbursement or indemnity is associated with any services not requested at the time of the events and those refused by the **Insured** or organised without the consent of the **service provider**. It is imperative that the **service provider** be informed immediately when an event occurs and that a certificate from the local authorities or emergency services "justifying the occurrence of this event" be sent to it.

An exception to this rule is made for:

- the costs of search and rescue **abroad** (article 6.2.2);
- the costs of transporting the **Insured** injured on the ski slope;
- medical costs incurred **abroad** (article 6.2.5) that do not require hospitalisation up to a maximum of two medical examinations per year of cover, on production of a medical certificate;

Cover of this agreement is limited to travel for a maximum of ninety consecutive calendar days. Events that occur after this period are not covered.

The cover is not granted when, notwithstanding the official statement from the Ministry of Foreign Affairs advising citizens not to go to a country experiencing disorders, riots, wars or civil wars, the **Insured** nevertheless decides to undertake his journey.

### 6.2 Personal assistance

#### 6.2.1 Medical assistance

In the case of a **medical incident** occurring to an **Insured**, the **service provider's** medical team will, after the first call, contact the local attending physician in order to intervene under the conditions most appropriate to the condition of the **Insured**. In all cases, the organisation of first aid is assumed by the local authorities.

### 6.2.2 Search and rescue costs abroad

The **service provider** reimburses the search and rescue costs incurred to save the life or physical integrity of an **Insured** up to a maximum of €5,000 exchange value per **loss** provided that the rescue results from a decision taken by the competent local authorities or official rescue organisations. It is imperative that the **service provider** be informed as quickly as possible when an event occurs and that a certificate from the local authorities or emergency services be sent thereto.

### 6.2.3 Reimbursement of the "ski lift" season ticket

Where the condition of the injured **Insured** leads to more than 24 hours hospitalisation and/or **repatriation** arranged by the **service provider**, his "ski lift" season ticket will be reimbursed, upon presentation of the original, pro rata to the time during which it could not be used, up to a maximum of €125.

### 6.2.4 Skiing accident abroad

In case of a bodily accident on a ski slope, the **service provider** reimburses the **Insured**, on presentation of an original supporting document, the costs of being brought down on a rescue sled incurred following this **accident**. The accident must without fail be notified to the **service provider** at the latest within 72 hours of its occurrence. This cover is excluded when the **loss** occurs following skiing off marked routes without a guide approved by the country's authorities.

### 6.2.5 Reimbursement of medical expenses

Following a **medical incident abroad**, the **service provider** pays, after deducting an excess of €40 per **loss** and per **Insured**, and after exhausting the benefits covered by any **third-party** payer, the costs of care received **abroad** following a **medical incident** up to a maximum of €150,000 per **Insured**.

This cover includes:

- medical and surgical fees;
- the medications prescribed by a local doctor or surgeon;
- the costs of minor dental care, either emergency precautionary care following an **accident** or an acute crisis, where treatment is given by a qualified dentist up to a maximum of €125 per **Insured** (excluding prostheses);
- the cost of hospitalisation if the **service provider's** doctors consider that the **Insured** cannot be transported;
- the costs of transport ordered by a doctor for a local journey.

### 6.2.6 Medical costs excluded

The following are not reimbursed:

- interventions and treatments for aesthetic reasons;
- medical costs incurred in the Grand Duchy of Luxembourg (**area of residence**), whether or not following an **accident** or **illness** that has occurred **abroad**;
- the costs of cures, massages, physiotherapy and vaccination;
- the treatments not recognised by the Luxembourg social security;
- the costs of glasses, contact lenses, medical apparatus and the costs of prostheses in general;
- the costs resulting from the use of narcotics (except when prescribed medically) and/or alcohol abuse;
- any intervention request not made when the events occurred, except for medical costs **abroad** that did not lead to hospitalisation.

### 6.2.7 Conditions governing the payment of medical costs

The payment and/or reimbursement of medical costs supplement any reimbursements and/or payments obtained by the **Insured** or his beneficiaries from the Social Security and/or any other insurance organisation to which he belongs.

Treatment costs are paid and/or reimbursed under the public health system. Treatment costs under a private health system will only be paid and/or reimbursed if technical and medical imperatives justify this and the medical service of the **service provider** has given its prior consent.

When the **Insured** has no valid cover under the Social Security system and/or any other insurance organisation, the **service provider** will only pay medical costs as a supplement to reimbursements and/or payments that would have been obtained by the **Insured** (or his beneficiaries) from the Social Security system or any other insurance organisation.

### 6.2.8 Medical costs payment procedures

The **service provider** pays the supplement to these costs to the **insured person** on his return to the Grand Duchy of Luxembourg (or **area of residence**), after recourse to the organisations stipulated in the previous paragraph, on presentation of all original supporting documents. If medical costs are advanced by the service provider, the **Insured** undertakes to take the necessary steps, within two months of the receipt of invoices, for the recovery of these costs from the social security and/or any other insurance organisation to which he belongs and to pay back to the **service provider** the amount of the sums thus obtained.

### 6.2.9 Sending a doctor to the site

Following a **medical incident** and if the **service provider's** medical team deems it necessary, the **service provider** commissions a doctor or a medical team to go to the **Insured** in order to assess better and organise the measures to be taken.

### 6.2.10 Hospitalisation of more than five days of the Insured travelling alone abroad

If an **Insured** travelling alone is hospitalised following a **medical incident** and the doctors-consultants appointed by the **service provider** advise against his transportation before five days have elapsed, the **service provider** arranges and pays for:

- the return trip of a family member or a relation living in the **domicile** of the **Insured**, in order to be at the bedside of the sick or injured **Insured**;
- the local **hotel expenses** of that person, subject to presentation of the original bills, up to a maximum of €65 per day and for a maximum of ten days.

### 6.2.11 Costs of extending the Insured's stay abroad

The **service provider** pays the costs of extending the stay of the sick or injured **Insured** in a hotel if he is unable, on local medical advice, to undertake the return journey on the date initially envisaged. The decision to extend his stay must be approved in advance by the **service provider's** doctor. These costs are limited, per **medical incident**, to a maximum of €65 a day, for ten days maximum, subject to presentation of the original bills.

### 6.2.12 Repatriation or transportation following a medical incident

If the **Insured** is hospitalised following a **medical incident** and the **service provider's** medical team considers it necessary to transport him to a medical centre that is better equipped, more specialised or closer to his domicile in the Grand Duchy of Luxembourg (or **area of residence**), the **service provider** organises and pays for the **repatriation** or medical transportation of the ill or injured **Insured**, under medical supervision if necessary, and according to the seriousness of the case by the following means:

- rail (1st class);
- patient transport car;
- ambulance;
- regular airline, economy class with special equipment if necessary;

- medically-equipped aircraft.

Where the event occurs outside Europe and countries bordering the Mediterranean, transport will be via scheduled flight (economy class) only. The decision on transport, the resources to be deployed and the choice of any place of hospitalisation is taken by the **service provider's** doctor, based solely on technical and medical imperatives.

It is imperative that the **service provider's** doctor-consultant indicates his agreement before any transportation takes place.

The information from local doctors and/or the normal general practitioner can be essential in helping the **service provider's** doctors-consultants make the decision that seems the most appropriate. It is, in this respect, agreed expressly that the final decision to be applied in the interest of the **Insured** has to be taken as a last resort by the **service provider's** doctors to prevent any conflict of medical authority. In addition, where the **Insured** refuses to comply with the decision considered the most appropriate by the **service provider's** doctors-consultants, he discharges the **service provider** expressly from any liability, mainly in case of return by his own means or should his state of health worsen.

### 6.2.13 Funeral repatriation in case of death during a trip abroad

If an **Insured** dies **abroad** and the family opts for burial (or cremation) in the country of legal **domicile** of the **Insured**, the **service provider** organises the **repatriation** of the mortal remains and pays for the following:

- the costs of funeral arrangements;
- the costs of placing the body in the bier locally;
- the costs of a coffin up to a maximum of €620;
- the costs of transporting the mortal remains from the place of decease to the place of burial or cremation in the country of legal **domicile** of the **Insured**.

The costs of a ceremony and burial or cremation in the country of legal **domicile** of the **Insured** are not paid by the **service provider**. If the family decides on a burial or cremation locally **abroad**, the **service provider** organises and pays for the same services as stated above. In addition, it organises and pays for the round trip of a family member or close friend residing in the country of legal **domicile** of the **Insured** to attend the burial or cremation. In the event of cremation locally and a ceremony in the country of legal **domicile** of the **Insured**, the **service provider** pays for the costs of **repatriating** the urn to the said country. The **service provider's** contribution is in any case limited to the assumed costs of **repatriating** the mortal remains to the country of legal **domicile** of the **Insured**. The **service provider** has the exclusive right to choose the companies involved in the **repatriation** process.

### 6.2.14 Repatriation costs of other Insured in the event of medical evacuation or death of an Insured abroad

In case of **medical evacuation** or death of an **Insured abroad**, the **service provider** arranges and pays for the early return of the other **Insured** to the country of their legal **domicile**. This cover applies provided that the other **Insured** cannot use the same means of transport as for the outward journey or the one planned initially for the return and travel back to the country of their legal **domicile** by their own means. The **service provider** organises and also takes charge of returning domestic animals (dog(s) or cat(s)) accompanying the **Insured**.

### 6.2.15 Paying for and taking care of children under 16 abroad

If the **Insured** is(are) accompanied by children less than 16 years old who cannot look after themselves following a **medical incident**, the **service provider** will organise and pay for a return trip for a person residing in the country of legal **domicile** of the **Insured** appointed by the family to go and get those children under 16 and bring them home. The **service provider** will pay for one night's hotel expenses for this person up to a maximum of €65 against original supporting documents. If it is impossible to reach any of the people mentioned above, or if those people are unable to undertake the trip, the **service provider** will send a representative to look after the children and bring them back to the country of **domicile** of the **Insured**, and place them in the care of the person appointed by the **Insured**. This cover cannot be accumulated with the cover provided for in point 6.2.16 (Early return of an **Insured**).

## 6.2.16 Early return of an Insured

If the **Insured** has to interrupt his journey **abroad** due to:

- death or unexpected hospitalisation of more than five days of a member of his family (spouse, child, grandchildren, brother, sister, father, mother, grandparents, parents-in-law, brother-in-law, sister-in-law) in the country of his legal **domicile**;
- the unexpected death of an associate vital to the day-to-day management of the business of the **Insured** or of the replacement of the **Insured** in his profession;

The **service provider** organises and pays for, as far as the **domicile** or place of burial or cremation in the country legal **domicile**:

- either the round trip of an **Insured**;
- or the return journey of two **Insured**.

The "Early return of an **Insured**" cover is only granted on presentation of a death or hospitalisation certificate and only if the **illness** or death was unpredictable when the **Insured** left to travel **abroad**.

## 6.3 Travel Assistance abroad

### 6.3.1 General information

The **service provider** gives the **Insured**, by telephone, information on travelling **abroad** (visas/passports, vaccination, etc.).

### 6.3.2 Assistance in the event of **theft**, loss, destruction or late arrival of luggage

In the event of **theft**, loss, destruction or late arrival of the **luggage** of an **Insured**, the **service provider** communicates to the **Insured** information concerning the formalities required to declare the **theft**, loss, destruction or late arrival of the **luggage**. In the event of **theft**, loss or destruction of **luggage** of an **Insured**:

- the **service provider** organises and pays for sending a suitcase of replacement personal belongings with a maximum weight of 20 kg. The suitcase must be deposited in advance at the registered office of the **Company** and be accompanied by a precise inventory of its contents. Under no circumstances can the **service provider** be held liable for the loss of damage of the suitcase to be sent **abroad** nor for the disappearance of its contents. The intervention of the **service provider** in routing **luggage** is subject to the production of the PIR (Property Irregularity Report).

or

- the **service provider** pays for the purchase of basic necessities up to €150 maximum.

### 6.3.3 Forwarding of urgent messages to the Grand Duchy of Luxembourg (or area of residence)

If the **Insured** so requests, the **service provider** sends free of charge urgent messages relating to the insured cover and benefits to anyone remaining in the Grand Duchy of Luxembourg (or **area of residence**). Generally speaking, sending messages is subject to justification of the request, a clear and explicit expression of the message to be sent and the precise indication of the name, address and telephone number of the person to be contacted. Any text involving criminal, financial, civil or commercial liability will be sent at the sole responsibility of its author, whom it must be possible to identify. Its content must in addition comply with Luxembourg and international legislation.

### 6.3.4 Assistance in the event of loss or **theft** of travel documents and tickets.

In the event of the **theft** or loss of transport tickets and documents required to return home and after declaration of the facts by the **Insured** to the local authorities, the **service provider**:

- does everything possible to facilitate the necessary steps and formalities for the return of the **Insured**;
- at the request of the **Insured**, provides information on the contact details for consulates and embassies of the country of origin of the **Insured**;

- makes available to the **Insured** the necessary tickets to return home or continue his journey; the **Insured** must reimburse the **service provider** the cost of tickets within two months of their provision.

In the event of the loss or theft of cheques, bank cards or credit cards, the **service provider** will communicate to the **Insured** the telephone details of financial institutions to take the necessary protection measures.

The **Insured** must without fail declare the loss or **theft** to the competent local authorities. Under no circumstances can the **service provider** be held responsible for the faulty or erroneous transmission of information provided by the **Insured**.

### 6.3.5 Sending of essential medicines abroad

When the **Insured** falls ill **abroad**, the **service provider** arranges and pays for finding and making available essential medicines prescribed by a **competent medical authority**, with the prior consent of the **service provider's** medical service. The **service provider** organises and pays for the shipment and provision of essential medicines prescribed by a **competent medical authority** which cannot be found locally but which are available in the Grand Duchy of Luxembourg (or **area of residence**). The **service provider** organises and pays for finding and shipping these medicines by the fastest possible means subject to local and international legislation and availabilities of means of transport. The **Insured** undertakes to reimburse the **service provider** with the price of the medicines made available, plus any customs clearance costs, within two months of the date of shipment. In the case of **theft**, loss or forgetting of necessary medicines, the **service provider** does everything possible to seek them out or similar medicines locally. For this purpose, the **service provider** organises a visit to a doctor who will prescribe the medicines and pays for the taxi fare.

### 6.3.6 Linguistic assistance

If the **Insured** encounters language problems **abroad** relating to the assistance services being provided, the **service provider** provides the necessary translations by telephone for the proper understanding of the facts. Insofar as the translation goes beyond the commitment of the **service provider**, the contact details of a translator-interpreter are sent at the request of the **Insured**, who is responsible for the fees.

### 6.3.7 Advance of funds

If a covered event occurs **abroad** resulting in a request for the intervention of the **service provider** and, where appropriate, after declaration to the local authorities, the **service provider** will, at the request of the **Insured**, make every effort to send the latter cash with a maximum exchange value of €2,500. This must be paid to the **service provider** in advance in cash or as a certified bank cheque.

### 6.3.8 Pets

In case of **illness** or **accident** to a properly-vaccinated dog or cat accompanying an **Insured abroad**, the **service provider** pays the veterinary costs recognised by Luxembourg legislation or by the legislation in force in the country in question up to €65 maximum on submission of original supporting documents attesting to the **illness** or **accident**.

## 6.4 Legal assistance

This legal assistance is limited to the circumstances listed in this point and is only ancillary to the assistance:

### 6.4.1 Advance of bail abroad

If, following a **traffic accident abroad** the **Insured** faces legal prosecution, the **service provider** advances the amount of the bail required by the legal authorities up to €13,000 maximum per **Insured**. The **service provider** gives the **Insured** two months from the date of the advance to reimburse it. If this bail is reimbursed before this time has elapsed by the country's authorities, it should be reimbursed to the **service provider** immediately. If the **Insured** summoned before

the courts (or his designated legal representative, insofar as the law in force allows this) does not appear, the **service provider** will demand the immediate reimbursement of the bail.

#### 6.4.2 Lawyer's fees abroad

If, following a **traffic accident abroad** the **Insured** faces legal prosecution, the **service provider** advances the amount of the fees for a lawyer chosen freely by the **Insured** up to €1,300 maximum per **Insured**. The **service provider** does not intervene in the legal costs at the Grand Duchy of Luxembourg (or **area of residence**) of an action undertaken by the **Insured abroad**. The **Insured** undertakes to reimburse the **service provider** with the amount of the fees within two months of the date of the advance.

### 6.5 Home care

If an **Insured** under 16 years of age has to be hospitalised in the Grand Duchy of Luxembourg (or **area of residence**) for at least 48 hours whilst his parents are **abroad**, the **service provider** will arrange and pay for their return home. If the parents cannot return immediately, the **service provider** keeps them advised of any change in the health of their child.

### 6.6 Exclusions

#### 6.6.1 Exclusions common to all covers

Are not paid:

- costs incurred by the **Insured** without the prior consent of the **service provider** (unless otherwise specified in the policy);
- meal costs;
- taxi fares, except those explicitly provided for in the policy;
- costs anticipated before departure on a trip **abroad** (local accommodation expenses, etc.);
- the normally predictable damaging consequences of an act or omission for which the **Insured** is to blame;
- dangerous activities such as acrobat, tamer or deep-sea diver or one of the professional activities below: climbing on roofs, ladders or scaffolding; descending into shafts, mines or galleried quarries; manufacture, use or handling of fireworks or explosives;
- the events caused by an intentional act, by suicide or attempted suicide of the **Insured**;
- the need for assistance which has occurred whilst the **Insured** is in a state of inebriation, alcoholic intoxication higher than the legal limit provided for under the Luxembourg legislation regulating the traffic on all public roads or is in a similar state caused by products other than alcoholic drinks or has carried out a reckless act, wager or challenge.

The following are neither covered nor reimbursed:

- events resulting from acts of war, general mobilisation, the requisitioning of men and materials by the authorities, terrorism or sabotage or social conflicts such as strikes, lock-outs, riots or popular movements in which the **Insured** took part;
- nuclear **accidents** as defined by the Paris Convention of 29 July 1960 or resulting from radiation caused by radio-isotopes;
- participation in competitions or training sessions for such events; practising competition sport involving the use of motorised vehicles; practising professionally all other sports and practising all sports deemed dangerous;
- the benefits covered that it cannot provide due to force majeure or act of state;
- all costs not explicitly mentioned as paid under the terms of the policy.



## 6.6.2 Exclusions for assistance to persons

The cover is not acquired for:

- the costs of medical treatments and of medicines prescribed and/or committed in the country of the legal domicile of the **Insured** following **illness** or an **accident** occurring **abroad**;
- benign ailments or injuries that do not prevent the **Insured** from continuing his journey;
- mental **illnesses** and psychiatric states that have already been treated;
- pregnancy after the 26th week and the voluntary terminations of pregnancy;
- chronic **illnesses** such as those causing neurological, respiratory, circulatory, blood or kidney deteriorations;
- relapses and convalescences for any identified ailments not yet consolidated and still under treatment before the date of departure on a trip that involve a real danger of rapid aggravation;
- chronic afflictions, afflictions being treated and states of convalescence not consolidated;
- costs of preventive medicine and thermal cures;
- costs of diagnoses and treatments not recognised by the Social Security;
- costs of glasses, contact lenses, medical apparatus and the costs of prostheses in general;
- the benefits carried out without the consent of the **service provider**.

## 6.7 Legal provisions

### 6.7.1 Subrogation and plurality of insurance cover

#### 6.7.1.1 Responsible third parties

The **service provider** which provided assistance or paid the indemnity, is subrogated up to the amount thereof in the rights and lawsuits of **Insured** against the **third parties** responsible for the damage. If, due to the **Insured** or the beneficiary, the subrogation can no longer have effect for the **service provider**, it may claim restitution therefrom of the indemnity paid to the extent of the damage suffered. The subrogation cannot harm the **Insured** or the beneficiary who has only been partly indemnified. In this case, he can exercise his rights for what remains owing to him, ideally to the **service provider**. Except in the case of malicious act, the **service provider** has no recourse against the descendants, the ascendants, the spouse or relations directly related to the **Insured**, nor against any persons living in his home, his guests or members of his domestic staff. Nevertheless, the **service provider** may exercise recourse against these persons insofar as their liability is effectively covered by an insurance policy.

#### 6.7.1.2 Multiple insurance policies

The **service provider** only intervenes after the cover granted by other provident, insurance and assistance organisations or Social Security services to which the **Insured** is entitled has been exhausted. If those organisations provide between them for a method of covering the cost of the **loss** different from the one mentioned above, the **service provider** opts for the distribution key provided by Art. 55 of the Law of 27 July 1997 on the insurance policy. The **service provider** which provided assistance or paid the indemnity, is subrogated up to the amount thereof in the rights and lawsuits of insurers against the **third parties** responsible for the damage.

### 6.7.2 Commitments

#### 6.7.2.1 Commitments of the Insured

- Declaration of loss

The **Insured** must, as soon as possible and in any case within the set times, notify the **service provider** of the occurrence of the **loss**. The **Insured** must provide all the requisite information without delay and answer any questions put to him in order to determine the circumstances and assess the extent of the **loss**. In order that the assistance can be organised as well as possible and in particular to arrange the most appropriate means of

transport (plane, train, etc.), the **Insured** must make sure to contact the **service provider** before any intervention and not to incur any assistance expenses without its consent. Failure to do so will result in the costs being reimbursed only up to the amounts indicated in the general conditions and within the limits of the costs that the **service provider** would have incurred if it had itself organised the service.

- Duty of the Insured in case of loss

The **Insured** must take all reasonable measures to prevent and mitigate the consequences of the **loss**.

Subsequently, the **Insured** undertakes, within a maximum three months after occurrence of the incident and the intervention of the **service provider** to:

- provide the receipts for expenses incurred;
- provide proof of the events giving entitlement to the benefits covered;
- return automatically all transport tickets that were not used because the **service provider** paid for this transport;
- when the **service provider** advances medical costs, the **Insured** must automatically take the necessary steps to be reimbursed by the social security and/or insurance bodies covering these same costs and pay the sums received for this purpose to the **service provider**.

#### **6.7.2.2 Sanction**

If the **Insured** fails to fulfil any of the obligations listed above and the **service provider** suffers a prejudice as a result, the latter will have the right to claim a reduction in its benefit equal to the value of that prejudice.

The **service provider** may decline its cover if the **Insured** fails with fraudulent intent to comply with the obligations listed above.

#### **6.7.2.3 Duty of the service provider**

- Obligation of diligence

The **service provider** normally assumes an obligation of diligence in executing benefits provided for under these **Special Conditions**.

The **service provider** does everything possible to assist the **Insured**. Nevertheless, the **service provider** cannot under any circumstances be held liable for non-fulfilment or delays caused by:

- a civil or international war,
- a general mobilisation,
- requisitioning of men and equipment by the authorities,
- any acts of sabotage or terrorism committed in connection with concerted actions,
- social conflicts such as strikes, riots, popular movements, lock-outs, etc.
- the effects of radioactivity,
- all cases of force majeure making it impossible to execute the policy.

- Non-contractual intervention

In the interests of the **Insured**, the **service provider** may pay for costs that are not covered by the policy. In this case, the **Insured** undertakes to reimburse such costs within the payment month to the **service provider**.

## 7 Special Conditions - Civil Liability

These special conditions apply if the **Specific Conditions** state that the "civil liability" cover has been granted.

### 7.1 Purpose and scope of the insurance

7.1.1 The **Company** covers, in accordance with Luxembourg legislation on auto civil liability insurance, the financial consequences of the civil liability of the **Insured** for damage caused by the **Insured vehicle** to people, including transported people, and property.

7.1.2 When the insurance relates exclusively to a trailer, the **Company** only covers the damage caused by the said trailer.

7.1.3 The insurance covers the civil liability of vehicles circulating on the public highway, land open to the public and non-public land but open to a certain number of people with the right to enter it.

Unless agreed otherwise, the cover is also granted on roads and land not listed above.

The insurance includes both the cover for well-founded requests and for the defence against unjustified requests.

#### 7.1.4 Territorial scope

The insurance is valid in the countries where the national insurers' bureaux are linked contractually with the Luxembourg Bureau based on the agreement signed on 30 May 2002 between the national insurers' bureaux of member States of the European Economic Area and other associated States together with its subsequent amendments. The **green insurance card** is alone valid to outline the **territorial scope** of the insurance cover.

### 7.2 Sums insured

7.2.1 The **Company's** cover has no limit.

7.2.2 However, it is limited to the amount of €2,500,000 per **loss** in terms of material damage caused by **fire**, flare ups, **explosion** or pollution of the natural environment.

7.2.3 In addition, the cover is limited to €12,500,000 per **loss** for damage resulting from acts of terrorism.

7.2.4 If there are several **injured persons** and if the total of indemnities due is more than the sum insured, the rights of **injured persons** against the **Company** are reduced in proportion up to this sum. Nevertheless, if the **Company** pays an **injured person** in good faith a sum greater than the share owed to him, because it was not aware of other claims, it only remains liable towards the other **injured persons** up to the remainder of the sum insured.

### 7.3 Recourse of the Company against the Insured when transporting too many people or people in "non-registered" seats

#### 7.3.1 Number of seats insured

The number of seats insured must correspond to the number of seats recorded on the registration certificate.

The number of people transported will be determined in accordance with the provisions of the legislation on road traffic. The driver is included in the number of people transported.

## 7.3.2 Excess number and "non-registered" seats

### 7.3.2.1 Transporting too many people

When transporting people

- inside a vehicle intended for the transport of people,
- in the cab of a vehicle intended for the transport of things,

the people transported are uninsured insofar as the number of people transported is more than the number of insured seats. In this case, the **Company** is only liable for the payment of indemnities and related costs in proportion to the existing ratio between the number of insured seats and the number of people transported.

In terms of the excess number and proportional non-insurance, the front and rear seats must be considered separately.

### 7.3.2.2 Transport of people in "non-registered" seats

When transporting people:

- in the inside and on the outside of a vehicle intended to transport people or things,
- on a motorcycle, tractor or machine,
- in the cab of a vehicle intended for the transport of things,

any person not sitting in a seat registered on the registration certificate is uninsured.

**7.3.2.3** As the cases of non-insurance mentioned under points 7.3.2.1 and 7.3.2.2 above are legally unenforceable on the people transported and their beneficiaries, the **Company** keeps a right of recourse against the **Insured** in order to obtain reimbursement of the indemnities paid. This recourse is however limited to €3,000 when the Insured is a natural person.

## 7.4 Damage caused abroad

The following provisions apply in case of **loss** occurring in a **foreign** country to which this insurance extends:

**7.4.1** The **Company** insures the financial consequences of the civil liability of the **Insured** according to the relevant international civil liability laws, principles and agreements.

**7.4.2** The **Company** grants its cover according to the provisions of this insurance policy. Nevertheless, if the international laws, principles and agreements make applicable auto civil liability insurance that requires more extensive covers than provided for under this policy, the **Company** grants these more extensive covers.

**7.4.3** The **Insured** authorises the Luxembourg Bureau and the similar bureau in the **foreign** country or anybody acting as such to receive the notifications and to process and settle on his behalf any request for damages that engages his civil liability with respect to **third parties**, in accordance with the law on mandatory insurance in this **foreign** country.

**7.4.4** The **Company** gives its personal surety or pays bail when the driver is held or the **Insured vehicle** is seized and surety intended to indemnify the **injured persons** is required for the person held to be set free or the vehicle returned. If the bail has been paid by the **Insured**, the **Company** substitutes its personal surety or, if this is not permitted, reimburses the **Insured**. Under no circumstances can the intervention of the **Company** exceed the amount of €12,500.

**7.4.5** As soon as the surety is released, the **Insured** must complete all the formalities required for the bail to be reimbursed to the **Company**, on pain of damages. The **Insured** is required to reimburse the **Company** at the first request, when the surety is confiscated or allocated to the payment of a fine, plea bargaining or legal costs relating to the criminal proceedings.

## 7.5 Voluntary aid

7.5.1 Any person who, on his own initiative, provides free, voluntary aid locally to people injured in an **accident** involving an **insured vehicle** is entitled to reimbursement of his disbursements incurred due to this aid up to €750 by the **Company** insuring this vehicle.

Where there are several vehicles involved in the **accident**, the person who has provided aid can claim from any one of the **Companies** in question. This **Company** will settle the disbursements incurred without taking account of any liability of its **Insured**.

7.5.2 This cover is subsidiary to any reimbursement to which people are entitled by virtue of legal or regulatory provisions under the Social Security.

7.5.3 This cover does not apply to people who, as professionals or volunteers, provide aid as members of an aid or intervention body.

## 7.6 Excess

When the policy provides for a personal contribution from the **Policyholder** to the settlement of the damage (excess), this contribution cannot be more than:

- €1,500 per **loss** when the policyholder is a natural person;
- €6,000 per **loss** when the policyholder is a legal entity.

### 7.6.1 Fixing the excess

When the insurance policy provides for the application of an excess, its amount is fixed in the **Specific Conditions**.

### 7.6.2 Obligations of the **Company** towards injured persons

Any excesses that may be applicable in a **loss** are unenforceable on **injured persons**. The **Company** does, however, keep a right to recourse against the **Policyholder** and/or the **Insured**.

### 7.6.3 Obligations of the **Policyholder** to reimburse excesses

#### 7.6.3.1 **The Policyholder is required to reimburse the Company with:**

- any **loss**, including costs and interest, equal to or less than the total amount of excesses applicable in a **loss**;
- an equal share in the total amount of excesses applicable if the **loss**, including costs and interest, is higher than this total amount.

The **Policyholder** is required to reimburse his contributing share within thirty days from the relevant request sent to him by registered post by the **Company**.

## 7.7 Persons not entitled to indemnification

The following are not entitled to indemnification:

7.7.1 any **Insured** whose liability is engaged in the occurrence of the **loss**;

7.7.2 the perpetrators, co-perpetrators and accomplices in the **theft** of the vehicle that caused the damage;

7.7.3 people who of their own volition were seated in the vehicle that caused the damage, when the **Company** can prove that they knew that the car was stolen.

## 7.8 Exclusions

**7.8.1 Exclusions unenforceable on the injured persons but opening up to the Company a limited right of recourse, if appropriate, against the Policyholder and/or the Insured**

Unless the **Specific Conditions** make provision otherwise, the following are excluded from the insurance and therefore give the **Company**, after indemnification of injured **third parties**, the right of recourse against the **Policyholder** or, if appropriate, against the **Insured** other than the **Policyholder**. This recourse is limited to a maximum amount of €3,000 when exercised against a natural person:

**7.8.1.1** The damage caused when the **Insured vehicle** is rented out.

**7.8.1.2** The damage caused by drivers, who are candidates to a Luxembourg driving licence.

In the case of a clause inserted in the **Specific Conditions** providing for the cover of damage caused by drivers, who are candidates to a Luxembourg driving licence at the wheel of the **Insured vehicle**, the insurance will only be valid if the learner driver complies with the stipulations of the traffic regulations on all public roads.

**7.8.1.3** Damage caused when the driver of the **Insured vehicle** does not hold a valid driving licence stipulated by the relevant regulations.

The driving licence is nevertheless deemed valid when:

- the driver has omitted to renew the validity period of his licence, in accordance with legal stipulations, but, although it had expired, the licence he was holding was valid for the type of vehicle being driven at the time of the **loss**;
- in case of **loss** caused in a country where the insurance is valid, the driver does not hold a valid driving licence, as stipulated by the regulations in the relevant country, but nevertheless holds a driving licence valid in the Grand Duchy of Luxembourg;
- the driver holds a valid driving licence by virtue of regulations in a member country of the European Union.

The legal ban on driving and the administrative withdrawal or suspension of the driving licence together with failure to comply with restrictions (for example: "only valid for a specially-fitted vehicle due to an infirmity") or conditions (for example: "only valid with correction lenses") stated on the driving licence equate to not holding a valid driving licence.

**7.8.1.4** The damage cause either to the vehicles used by the **Insured** or to their contents or to tangible or intangible property owned, rented, possessed, guarded or held by the **Insured**. Notwithstanding the above, the damage caused to the property transported by the **Insured vehicle** except for personal effects and **luggage** of persons transported will be paid for without recourse against the **Policyholder** or, if appropriate, against the **Insured** other than the **Policyholder**. The cover is however limited to €3,000 per Injured person.

**7.8.1.5** Damage covered under point 7.3.2 above.

**7.8.1.6** Damage caused when the **loss** has occurred after the expiry, cancellation, termination or suspension of the insurance policy but before the expiry of sixteen days after the Ministry of Transport has been notified of the expiry, cancellation, termination or suspension of the policy or the cover.

**7.8.1.7** The damage caused when the **insured vehicle** was driven by a person when it has been proven that:

- either he has consumed alcoholic drinks in sufficient quantity that the alcohol level in the blood is equal to or higher than the legal limit fixed by Luxembourg legislation regulating the traffic on all public roads;
- or he has absorbed drugs, narcotics or hallucinogenic substances;
- or he has refused after the **accident** to submit to a test or blood test or escaped this by running away from the place of the **accident**;

**7.8.1.8** The damage caused while the **Insured vehicle** was on the road, even illegally, under cover of the registration document, or the document being used as such, made out in the name of the former owner, within the limits provided for by the legislation in force.

## 7.8.2 Exclusions unenforceable on the Injured persons but opening up to the **Company** an unlimited right of recourse, if appropriate, against the **Policyholder** and/or the **Insured**

Unless the **Specific Conditions** make provision otherwise, the following are excluded from the insurance and therefore give the **Company**, after indemnification of **injured persons** and with no limit of amount, the right of recourse against the **Policyholder** or, if appropriate, against the **Insured** other than the **Policyholder**:

**7.8.2.1** The damage resulting from a **loss** caused intentionally.

**7.8.2.2** the damage caused by the vehicles transporting flammable, corrosive, explosive or combustible materials, if the said materials have played a part in the cause or severity of the **loss**.

Nevertheless, a 500 kg or 600 litre tolerance is permitted for oil, petroleum spirits or similar products, including liquid or gaseous fuels required by the engine.

**7.8.2.3** Damage caused during paid transport of people. Paid transport of people is deemed to be the transport of people against payment well above the costs relating to the entry into service and use of the vehicle.

**7.8.2.4** The damage resulting from the **insured vehicle** taking part in races or competitions and in any trial to prepare for these races and competitions; speed, reliability or skill trials, even where authorised, are assimilated with races and competitions.

## 7.8.3 Exclusions enforceable on the injured persons

The following are in any event excluded from the insurance and therefore give no rise to indemnification for **injured persons**:

**7.8.3.1** The damage which, without resulting from the circulation of the vehicle, is caused by the goods and objects transported or by the handling operations required for the transport.

**7.8.3.2** The material damage suffered by:

- the **Policyholder**, owner, holder and driver of the vehicle that caused the damage;
- the spouse of people listed under points 7.7.1 to 7.7.3;
- the relations or direct relatives of these same people provided the following two conditions are met - they live under their roof and are supported by them.

**7.8.3.3** The recourse based on Article 116 of the Social Insurance Code against the **Policyholder** or the **Insured**.

**7.8.3.4** The damage caused when the **insured vehicle** has been requisitioned for civilian or military purposes, either owned or rented; the cover is then suspended due simply to the requisitioning immediately on handover to the authority responsible for the requisition.

**7.8.3.5** The bodily and material damage resulting from the direct and indirect effects of an **explosion**, release, irradiation or contamination from the transmutation of atoms or radioactivity and the effects of radiation caused by the artificial acceleration of nuclear particles.

## 7.9 Recourse

Except where the law or the insurance policy provides otherwise, the recourse by the **Company** against the **Policyholder** or, if appropriate, the **Insured** other than the **Policyholder**, when it can be exercised, relates to the indemnity owed for the principal, the related interest and the costs relating to the civil actions and the fees and costs incurred for lawyers and assessors.

## 7.10 Settlement of the loss

- 7.10.1 The **Company** or the representative responsible for settling the **loss** is required to submit to any **injured person**, within three months from the date on which he submitted his request for indemnification:
- either indemnification stating grounds, where responsibility is not disputed and where the damage can be quantified;
  - or a response stating grounds to the items put forward in the request where liability is rejected or is not clearly established or when the damage has not been fully quantified.
- 7.10.2 From the moment when the **Company's** cover is due, and as far as a claim is made, the **Company** is obliged to defend the **Insured's** interests within the limits of the cover. As regards the civil interests and to the extent that the interests of the **Company** and the **Insured** coincide, the **Company** has the right to contest the claim by the **injured person** on behalf of the **Insured**. The **Company** may indemnify the latter if appropriate. These interventions by the **Company** do not imply any recognition of the **Insured's** liability and may not be prejudicial to him.
- 7.10.3 No recognition of liability, no transaction, no fixing of damage, no payment made by the **Policyholder** or the **Insured** commits the **Company** or is enforceable on it without its written consent. The admission of a material fact or payment by the **Insured** of financial first aid and immediate medical care cannot be assimilated with recognition of liability.
- 7.10.4 Any judicial or extra-judicial act relating to a **loss** must be sent to the **Company** as soon as it is notified, served or handed to the **Insured** on pain of payment, in the case of negligence, of all damages and interest due to the **Company** as reparation for the prejudice that it has suffered. The **Insured** incurs the same sanction if he neglects to appear in court or does not submit to an investigative measure ordered by the court.
- 7.10.5 When the proceedings against the **Insured** are brought in front of a criminal court, the **Company** may be held liable by the **injured person** or by the **Insured**, or can even intervene voluntarily, under the same conditions as if the proceedings were brought in front of a civil court, without however the criminal court being able to rule on the rights that the **Company** can claim against the **Insured** or the **Policyholder**. The **Company** can exercise all channels of recourse in the name of the **Insured**, including in case of appeal, when the criminal implication of the **Insured** is no longer an issue. Otherwise, it can only exercise them with the consent of the **Insured**.
- 7.10.6 The **Company** never pays fines or costs and expenses from the criminal proceedings.
- 7.10.7 The **Company** pays the indemnity owed for the principal, the related interest and the costs relating to the civil actions and the fees and costs incurred for lawyers and assessors, but only insofar as these costs have been incurred by the **Company** or with its consent or, in a conflict of interest that cannot be attributed to the **Insured**, provided these costs have not been incurred unreasonably.
- 7.10.8 The **Company** is obliged to keep the **Policyholder**, at his request, notified of progress in settling the **loss**.

## 7.11 Safeguarding the rights of third parties

- 7.11.1 Unless provided for otherwise legally or contractually, the exceptions, nullities and forfeits deriving from the law or insurance contract cannot be enforced on the **injured person**.
- 7.11.2 The exclusions provided for under points 7.8.1 and 7.8.2 are especially unenforceable on the **injured person**; in this case, the **Company** nevertheless keeps a right of recourse against the **Policyholder** and/or the **Insured**.



**7.11.3** The expiry, cancellation, termination or suspension of the insurance policy, regardless of the reason, sixteen days after the relevant notification has been made to the Ministry of Transport or any other authority that may be named for this purpose, can be enforced on the **injured person**.

This sixteen-day period cannot start to run before the day following the end of the policy or the cover.

Nevertheless, the obligations of the **Company** with respect to **third parties** cease automatically, without notification, in terms of **losses** occurring:

- after the entry into force of new insurance covering the same risk;
- after expiry of a sixteen-day period following the end of the period provided for by an insurance policy taken out in accordance with the current law;
- after expiry of the period for which an international insurance certificate was issued, when the obligation assumed by the Luxembourg bureau is subject to the existence of this certificate.

## **7.12 Personalisation of the premium**

### **7.12.1 Principle**

When the **Policyholder** is a natural person, the insurance provides for an insurance premium personalisation system. The personalised premium comprises an insurance premium used as basis for applying a no-claims bonus scale. The base premium for all new insurance cover is set by the **Company** using legitimate risk criteria of its choice.

7.12.2 No-claims bonus scale

Level bonus/penalty		Percentage of the base premium
22	PENALTY	250
21		225
20		200
19		180
18		160
17		140
16		130
15		120
14		115
13		110
12		105
11		BASE
10	BONUS	100
9		90
8		85
7		80
6		75
5		70
4		65
3		60
2		55
1		50
0		47.5
-1		45
-2	45	
-3	45	

7.12.3 Operation

**7.12.3.1** A new Policyholder is classed at level 11 on the no-claims bonus scale, subject to what is said below. The following are considered to be new **Policyholders**: any natural person taking out insurance cover with a **Company** for the first time or any natural person who, despite being already a **Policyholder** for one or more vehicles, takes out insurance cover for an additional vehicle.

**7.12.3.2** For subsequent insurance years, the level of the no-claims bonus scale varies on each anniversary of the policy as follows:

- no **loss** during the reference period (as stated under point 7.12.5 below) during which the insurance was in force lowers the level on the no-claims bonus scale by one point, with the drop ending at level -3;
- every **loss** during a reference period raises the level by three points, with the rise ending at level 22;
- however, the level applicable after four consecutive years without **loss** may not under any circumstances be greater than eleven.

The absence or occurrence of **loss** cannot be considered to amend the base insurance premium during the policy.

#### 7.12.4 Losses

**7.12.4.1** Any **loss** for which the **Company** has paid or must pay an indemnity to an **Injured person** is deemed a **loss** in the meaning of article 7.12.3.2.

**7.12.4.2** The following are not however considered:

- **losses** which do not reach the total amount of any applicable excesses;
- **losses** which the **Policyholder** has reimbursed to the **Company** within four months of notification of payment made by the **Company**;
- indemnities granted by the **Company** under point 7.5. in terms of "voluntary aid".

#### 7.12.5 Reference period

**7.12.5.1** The reference period is made up of the twelve months preceding by one month the first day of the anniversary month.

No **loss** during this period does not lower the scale by one point if during this period the insurance was in force for less than ten months.

**7.12.5.2** Nevertheless, where it is noted on an anniversary that the lower level for no **loss** during the reference period is not granted because the insurance was suspended for at least two months during this reference period, the following occurs:

- If at the previous anniversary, there was no drop granted on the no-claims bonus scale for the same reasons, the two reference periods are combined into one.
- If it is noted during this one and only reference period that the insurance was in force, at interrupted periods, for at least twelve months, the level will normally be lowered by one point on the anniversary in question.

#### 7.12.6 Change of vehicle or insurance company

Changing the vehicle or insurance company has no effect on the level of no-claims bonus.

If, before taking out the contract, the **Policyholder** was insured with one or several other insurance companies, he is required to submit to the **Company** a statement issued by the former insurance company(ies) indicating all the **losses** which occurred during the five years prior to taking out the policy.

#### 7.12.7 Personalisation of the premium if the **Policyholder** is a legal entity

Unless agreed otherwise in the **Specific Conditions**, the current insurance premium personalisation system is applied subsequently under the same conditions when the **Policyholder** is a legal entity.

#### 7.12.8 Statement in case of termination of the insurance

In case of termination of the insurance for any reason whatsoever or at the request of the **Policyholder**, the **Company** provides the **Policyholder**, within two weeks following notification of the termination or the request from the **Policyholder**, with a statement free-of-charge indicating either no **losses**, or the number and date of **losses** for which the insurance company has paid or is required to pay an indemnity. The statement must relate to the entire contractual period without having to go back more than fifteen years prior to the date of notification of termination or the request from the **Policyholder**.

## 8 Special Conditions - Legal Protection

These Special Conditions apply if the **Specific Conditions** state that the legal protection cover has been granted.

### 8.1 Purpose and scope of the insurance

#### 8.1.1 Purpose

Following an accident involving the **Insured vehicle**, the **Company** undertakes to pay the costs of legal proceedings and provide other services relating to the insurance cover with respect to a dispute between the **Insured**, as owner, holder, driver or passenger in the **Insured vehicle** and a **third party**, mainly with a view to:

- obtaining indemnification for damage suffered by the **Insured** amicably or through civil or criminal proceedings;
- defending or representing the **Insured** in civil, criminal, administrative or other proceedings or against a claim against him.

In this context, the **Company** covers payment, up to €10,000, of costs and fees for all approaches, surveys, assessors or second assessors, legal and extra-legal proceedings incurred by:

**8.1.1.1** Defending the **Insured** in front of the criminal courts when the **accident** is due to the ownership or use of the **Insured vehicle** and provided that the **Company** is not already intervening by virtue of point 7.10.5 of the **Special Conditions** of the civil liability cover.

**8.1.1.2** 8.1.1.2 The recourse against those responsible other than the **Insured** defined in point 1.7 of the general lexicon provided that, at the time of the accident, the **Insured** occupied a seat registered on the registration certificate of the **Insured vehicle** as stated in point 7.3.2 of the **Special Conditions** of the civil liability cover.

In this respect, the insurance covers:

- repairs of the prejudice resulting from damage caused to the **Insured vehicle**;
- repairs to the bodily and material damage caused to the **Insured**.

#### 8.1.2 Territorial scope

The legal protection cover is granted in the same countries as the civil liability cover (see point 7.1.4 of the **Special Conditions** of the civil liability cover).

### 8.2 Exclusions

The **Company** does not pay:

- 8.2.1** anything governed by exclusions of the common General Terms and Conditions (point 2.11);
- 8.2.2** anything governed by exclusions of the **Special Conditions** of the civil liability cover (see point 7.8);
- 8.2.3** the costs and fees relating to the **disputes** relating to this policy;
- 8.2.4** the costs and fees incurred by the **Insured** before declaring the existence of the **dispute** to the **Company** or subsequently without warning the **Company** in advance, except in a justified emergency;
- 8.2.5** the penalties, fines, unpaid traffic fines and/or dealings with the Director of Public Prosecutions;

- 8.2.6 the principal and ancillary sums that the **Insured** may have to pay to the **third party** with whom he is in **dispute** and where the intervention of the **Company** has been sought under the legal protection cover;
- 8.2.7 the costs and fees relating to legal proceedings relating to the recovery of sums under €250 or those relating to recourse to appeal introduced by the beneficiaries if the amount of the **dispute** does not reach €2,500;
- 8.2.8 the costs and fees of a lawyer other than the one appointed initially, unless the **Insured** finds himself obliged to engage a new lawyer for reasons beyond his control;
- 8.2.9 the costs and fees relating to **disputes** occurring whilst the driver of the **Insured vehicle** involved in an **accident** does not hold a valid driving licence, as stipulated by the relevant regulations. Nevertheless, the cover is still granted to the **Policyholder** and/or owner of the vehicle in case of **losses** caused by the people for whom he is civilly liable by virtue of Article 1384 of the Civil Code, regardless of the type and seriousness of faults committed by these people;
- 8.2.10 the costs and fees relating to **disputes** where the **Company** has the right of recourse against the **Insured** by virtue of the **Special Conditions** of the civil liability cover. Nevertheless, the cover is still granted to the **Policyholder** and/or owner of the vehicle in case of **losses** caused by the people for whom he is civilly liable by virtue of Article 1384 of the Civil Code, regardless of the type and seriousness of faults by these people;
- 8.2.11 when information obtained by the **Company** shows that the third party considered liable is insolvent.

### **8.3 Obligations in case of loss**

- 8.3.1 The **Insured** is obliged to make all necessary provision so that the **Company** can carry out its obligations effectively and to keep it informed of all envisaged procedures.
- 8.3.2 The **Insured** should furthermore comply with the instructions of the **Company** regarding the appearance at hearings, objections or appeals to be lodged and all measures to be taken to manage the process efficiently. He also undertakes to provide the **Company** with all information, to give it all necessary authority and to send it upon receipt all opinions, subpoena, summonses and all other documents relating to the **dispute**.
- 8.3.3 The **Insured** pays personally for all additional costs resulting from his negligence in this respect.
- 8.3.4 If the **Insured** makes inaccurate or incomplete statements with fraudulent intent, the **Company** can refuse its cover, in which case the **Insured** should reimburse it with the sums incurred.

### **8.4 Free choice of lawyer**

- 8.4.1 Subject to the prior, written consent of the **Company**, the **Insured** can engage a lawyer chosen freely by him or, insofar as the law applicable to the proceedings permits, any other person with the required qualifications to defend his interests:
  - 8.4.1.1 in case of legal proceedings;
  - 8.4.1.2 when a recourse does not find an amicable solution and legal or administrative proceedings must be undertaken;
  - 8.4.1.3 whenever a conflict of interests arises between the **Insured** and the **Company**, in which case the **Company** asks its Insured to opt for the lawyer of its choice.
- 8.4.2 To benefit from having his lawyer's costs and fees paid, the **Insured** undertakes - except in a justified emergency - to communicate the name of his lawyer to the **Company** in advance and in

writing and then to advise it of the implementation and monitoring of the proceedings that the lawyer will be looking after. The **Insured** and the **Company** manage the proceedings jointly.

**8.4.3** The **Company** can advise the **Insured** on his choice at his request.

**8.4.4** If the **Insured** decides to change lawyers during the proceedings, the **Company** will only pay for the costs and fees that would have resulted from the intervention of a single lawyer, unless the **Insured** was obliged to engage a new lawyer for reasons beyond his control.

**8.4.5** If proceedings are taking place in the Grand Duchy of Luxembourg and the **Insured** has chosen a lawyer **abroad**, the **Company** will only pay the travelling expenses for this lawyer that it would normally have had to pay if the **Insured** had chosen a lawyer in the Grand Duchy of Luxembourg.

**8.4.6** The **Insured's** freedom to choose the lawyer remains even for proceedings undertaken abroad. The provisions provided for in the preceding paragraphs also apply to these proceedings.

## **8.5 Recourse**

**8.5.1** When recourse is exercised against the liable **third parties**, the **Insured** themselves set the amount of sums to be claimed whilst making the supporting documentation available to the **Company**. The **Company** does not enter into a deal without their prior consent.

**8.5.2** The **Company** reserves the option of refusing or ceasing its intervention when it considers the **Insured's** claim to be legally or factually unsustainable or the process pointless, especially when it deems the bargaining offered by a liable **third party** or his insurer to be reasonable.

## **8.6 Arbitration**

**8.6.1** Without prejudice to the right to exercise recourse in front of the legal bodies, when there is a conflict of interest between the **Company** and the **Insured** or disagreement over the settlement of the **dispute**, the disagreement is submitted to two arbitrators, one named by the **Company** and the other by the **Insured**. Failing agreement between them, they will be adjudicated by a third arbitrator appointed by them.

It is understood that this arbitration procedure does not apply when the **Company** refuses cover because there is an exclusion of cover provided for under point 8.2 above and the **Insured** disputes this decision. In this case, the **Insured** can use the legal and extra-legal means at his disposal to promote his point of view.

**8.6.2** Failure by one of the parties to name its own arbitrator, or failure by the two arbitrators to agree on the choice of a third, will result in the nomination being made by the President of the court in the district of the **domicile** of the **Policyholder**, via a summary order.

**8.6.3** The decision made by the arbitrators is final and cannot be appealed.

**8.6.4** Each party pays the fees of its arbitrator and half those of the third arbitrator.

**8.6.5** If, before any arbitration or contrary to the opinion of the arbitrators, the **Insured** resorts to legal action and obtains a more favourable solution compared with the opinion of the **Company** or the arbitrators, the **Company** indemnifies the costs and fees incurred to carry out this action.

## **8.7 Miscellaneous**

**8.7.1** The intervention of the **Company** by virtue of this legal protection cover has no impact on the no-claims bonus held by the **Policyholder** under the civil liability insurance.

**8.7.2** The **Company** is subrogated in the rights of the **Insured** to recover the sums it has advanced and mainly any indemnity for proceedings, costs and/or expenses.

## 9 Full legal protection special conditions

These Special Conditions apply if the **Specific Conditions** state that the full legal protection cover has been granted.

### 9.1 Territorial scope

The additional covers of the full legal protection insurance compared with the legal protection insurance covers are granted in the countries where the Damage to vehicle insurance covers are acquired, as defined in Article 10.1 of the **Special Conditions** Damage to the vehicle.

In other countries, the **Company** pays the cost of the proceedings undertaken at the request of the **Insured** or against him up to €5,000 maximum.

### 9.2 Legal protection in a dispute

#### 9.2.1 Purpose of insurance in a dispute

As the owner, holder, driver or passenger of the **Insured vehicle** or any vehicle replacing the **Insured vehicle** rendered temporarily unusable for a maximum period of thirty consecutive days, the **Insured** enjoys the benefits of the **Company** insofar as he finds himself in a **dispute** (where the amount, save for criminal cases, is more than €150), i.e. when:

- 9.2.1.1** he is being prosecuted for breaking the road traffic laws and regulations (except for offences related to the consumption of alcohol or of narcotics, drugs or hallucinogenic substances) or for involuntary injuries or manslaughter;
- 9.2.1.2** he is being asked for indemnification and does not benefit from civil liability insurance that pays for his defence or, if appropriate, when he enters into a conflict of interest with the **Company** and must meet the costs of his defence himself;
- 9.2.1.3** he is the subject of recourse by the **Company** in recovering sums paid to a **third party**;
- 9.2.1.4** he claims indemnification for any bodily or material damage payable by the person or the insurance **Company** of the person whose non-contractual civil liability is engaged following the event involving the **insured vehicle**;
- 9.2.1.5** he claims indemnification for a prejudice following the acquisition, repair or servicing of the **insured vehicle** payable by the vendor or repairer due to the legal or contractual cover;
- 9.2.1.6** he faces a claim by the purchaser of the **Insured vehicle** due to this acquisition;
- 9.2.1.7** his driving licence has been temporarily withdrawn;
- 9.2.1.8** he faces a dispute over the registration, road tax or technical control of the **insured vehicle**.

In these disputes, the **Policyholder** who is a natural person and those close to him enjoy the benefits of the **Company** as a pedestrian, cyclist or user of a land-based means of public transport.

#### 9.2.2 Scope of the **Company's** benefits

The **Company**

- advises the **Insured** on the extent of his rights and how their defence is organised, by requesting, if appropriate, all reports, statements or surveys, opinions of assessors and sundry consultations;
- carries out any approach to settle the **dispute** amicably;
- advises the **Insured** of the opportunity to commence or take part in legal or administrative proceedings with the assistance of a lawyer, an assessor or a consultant with the necessary qualifications, who can be chosen freely by the **Insured**. The **Insured** has the option of being advised by the **Company** in this choice provided he so requests this.

### 9.2.3 Effective date of the cover

The **Company** assists the **Insured** as soon as the cover comes into effect without insisting on a waiting period.

The **Insured's** request for intervention must simply be between the effective date of the cover and sixty days after it expires, provided nevertheless that:

- he did not become aware of the situation giving rise to the **dispute** prior to taking out the policy or that he proves that it was impossible for him to have known about the said situation before this date;
- the **dispute** did not occur after the policy had expired.

### 9.2.4 Costs paid by the **Company**

Depending on services provided to resolve the dispute covered, the **Company** pays from the first euro without the **Insured** having to advance it:

- 9.2.4.1** the costs for it to constitute and process the file; the assessment costs;
- 9.2.4.2** the costs of legal and extra-legal proceedings for which the **Insured** is responsible, including the legal costs relating to the criminal courts;
- 9.2.4.3** the costs and fees of a bailiff;
- 9.2.4.4** the costs and fees of a single lawyer; the cover is no longer granted if there is a change of lawyer, unless the insured party is obliged for reasons beyond his control to engage another lawyer;
- 9.2.4.5** legal costs of the other side if the court has ordered the **Insured** to pay them.
- 9.2.4.6** Where the statement of costs and fees seems to show an abnormally-high amount, the **Insured** undertakes to ask the competent authority or court to issue a judgement regarding that statement of costs and fees at the **Company's** expense. Failing that, the **Company** reserves the option of limiting its intervention.

Furthermore, the **Company** reimburses the costs of travel and accommodation legitimately and reasonably incurred by the **Insured** if his appearance in person before a **foreign** court is legally required or ordered by decision of the court.

The **Company** does not pay:

- the costs and fees incurred by the **Insured** before the declaration of dispute or subsequently without warning the **Company**, except in a justified emergency;
- the penalties, fines, unpaid traffic fines and/or dealings with the Director of Public Prosecutions;
- the principal and ancillary sums that the **Insured** may have to pay to the **third party** with whom he is in **dispute** and where the intervention of the **Company** has been sought under the full legal protection cover;

### 9.2.5 Amount of cover

The costs listed in point 9.2.4 are paid by the **Company** up to €40,000 per **dispute**.

The **Company's** internal costs for managing the file and the costs and fees for consulting the lawyer provided for in point 8.6 (Arbitration) are not considered when determining this amount.

When several **Insured** are involved in a **dispute**, the **Policyholder** tells the **Company** the priorities to be given to each one until the amounts covered are exhausted.

### 9.2.6 Excess

The **Company** pays the costs listed in point 9.2.4, without retaining an excess when the amount of the **dispute**, when it can be assessed, is more than €150.

This intervention threshold does not apply to criminal matters.



### 9.2.7 Third party insolvency

This cover applies if the duly-identified person responsible for the damage for which indemnification is sought for a covered **dispute** listed in point 9.2.1 is recognised as insolvent. The **Company** pays to the **Insured** the indemnity payable by this person up to €6,500 per dispute insofar as no public or private body can be declared a debtor.

### 9.2.8 Steps in case of loss

To ensure the efficient defence of his interests, the **Insured** should:

- advise the **Company** of the occurrence of the dispute and its cause in writing as quickly as possible. In case of information more than sixty days after the policy has expired, the **Company** only intervenes if the **Insured** can prove that he advised the **Company** as quickly as could reasonably be achieved;
- provided, on his own initiative or at the request of the **Company**, all useful information for processing the file;
- send, as soon as received, bailiff's notices, subpoena or procedural documents that have been sent, handed or notified to him.

The **Insured** pays personally for all additional costs resulting from his negligence in this respect. If he makes inaccurate or incomplete statements in bad faith, the **Company** may refuse its cover for the **dispute** in question and the **Insured** should reimburse the sums incurred.

If the **Insured** makes inaccurate or incomplete statements with fraudulent intent, the **Company** can refuse its cover, in which case the **Insured** must reimburse it with the sums incurred.

### 9.2.9 Free choice of lawyer

Refer to point 8.4 under the **Special Conditions** of the legal protection cover.

### 9.2.10 Arbitration

Refer to point 8.6 under the **Special Conditions** of the legal protection cover.

### 9.2.11 Exclusions

- The exclusions in the common general conditions apply (point 2.1.1).
- Subject to Article 9.2.1.2, the **Company** does not intervene if the **dispute** relates to this policy.
- The **Company** does not pay the costs and fees relating to recourse to appeal introduced by the **Insured** if the amount of the **dispute** does not reach €2,500.
- The **Company** does not pay the costs and fees relating to the **disputes** between the **Insured** themselves. Nevertheless, when the **accident** is caused by a person who is an **Insured**, the cover is still granted to the **Policyholder** and/or owner of the **insured vehicle**, provided that the **Policyholder** agrees and that the civil liability cover was in force when the **accident** took place.

### 9.2.12 Subrogation

The **Company** is subrogated in the rights of the **Insured** to recover the sums it has advanced and mainly any indemnity for proceedings along with the costs and expenses.

## 9.3 Participation in the costs for voluntary driving schemes

### 9.3.1 Coverage

The **Company** participates in the costs of a voluntary driving course to recover points at the Colmar-Berg Driver Training Centre, provided that:

- the **Policyholder** or the driver named in the **Specific Conditions** has indeed lost points following an offence committed after the full legal protection cover was taken out and

- the **Policyholder** or the driver named in the **Specific Conditions** is, during the course, allocated at least one point in the Ministry of Transport records.

The full legal protection cover grants a maximum lump sum participation of €200 a year to attend a voluntary course to recover three licence points.

The **Company** grants payment as soon as the policy is taken out and up to thirty days after it has expired.

The **Policyholder** or the driver named in the **Specific Conditions** will be reimbursed upon presentation of the following documents:

- the Ministry of Transport records telling the candidate the number of points before attending the driving course and details on why the points have been withdrawn;
- the Ministry of Transport records telling the candidate his new point tally after attending the voluntary driving course;
- the invoice issued by the Colmar-Berg Driver Training Centre.

The documents must be sent to the Company within 120 days of the date of the invoice issued by the Colmar-Berg Driver Training Centre.

### 9.3.2 Exclusions

The **Company** will make no reimbursement if:

- the candidate for the driving course is not the **Policyholder** or the main driver or an additional named driver of the **insured vehicle**;
- the candidate has already benefited from an intervention under the full legal protection cover for a voluntary driving course in the two years prior to the new offence and the resulting points withdrawal;
- the voluntary driving course targets a new licence once the points tally has reached zero;
- the driving course is mandatory pursuant to a court order or as alternative to a criminal judgement;
- the candidate has committed one or more of the offences listed below:
  - driving without valid insurance;
  - driving without valid driving licence;
  - driving without a licence or having refused to hand over the driving licence following a legal decision;
  - driving with an alcohol level in the blood higher than the legal limit provided for under Luxembourg legislation or having refused to submit to blood alcohol or narcotics use checks;
  - driving having consumed drugs, narcotics or hallucinogenic substances;
  - failing to stop;
  - failing or refusing to comply.

## 10 Special conditions - Damage to vehicle

These special conditions are applicable to the covers taken out and granted according to the formula stated in the **Specific Conditions**.

### 10.1 Territorial scope

Unless otherwise stipulated in the **specific conditions**, the coverage of the insurance "Damage to vehicle" is granted by the **Company** in the following countries:

Austria, Belgium, Bosnia Herzegovina, Bulgaria, Cyprus\*, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Ireland, Iceland, Latvia, Lithuania, Luxembourg, Malta, Montenegro, Morocco, Norway, the Netherlands, Poland, Portugal, Slovak Republic, Romania, United Kingdom of Great Britain and Northern Ireland, Serbia\*, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, and the principalities of Andorra and Monaco, Vatican City, Liechtenstein and San Marino.

*\* With limited insurance in regions covered by the Civil Liability and inventoried on the Green Insurance Card*

### 10.2 Insurance formulas

The **Specific Conditions** of the policy provide information on the insurance formula taken out by the Policyholder.

This involves one of the following two formulas:

- Active formula
- Privilege formula

#### 10.2.1 Active formula

It is mandatory for this formula to include the following covers:

- Civil liability
- Legal protection
- Accident assistance

They can be supplemented by the following covers:

- Mini-CASCO pack comprises the following inseparable covers:
  - **fire;**
  - **theft;**
  - breaking **glass;**
  - **personal belongings,**
  - forces of nature;
  - animal collisions.
- Driver protection or Driver safety,
- Full legal protection.
- Family and travel assistance
- Breakdown assistance,
- Total Loss Cover
- Service option:
  - Convenience;
  - Registration

## 10.2.2 Privilege formula

This formula comprises the following inseparable covers:

- Civil liability
- Legal protection
- Accident assistance
- Mini-CASCO pack as detailed above
- Material damage to the vehicle extended to the replacement vehicle belonging to a **third party**, which for no more than one month from date to date, replaces the **insured vehicle** that is temporarily unusable for any reason whatsoever. The **Company's** intervention is limited to the value for which the **insured vehicle** is covered in the **Specific Conditions**.
- Service option included: Cosmetic

They can be supplemented by the following covers:

- Driver protection or Driver safety,
- Full legal protection
- Breakdown assistance
- Family and travel assistance.
- Service option:
  - Convenience;
  - Registration

## 10.3 Benefits

### 10.3.1 Fire

#### 10.3.1.1 Scope of the insurance

Direct material damage to the insured vehicle as a result of the following events:

- **fire**;
- **explosion**;
- implosion;
- **attack**;
- lightning.

In case of a short-circuit that has only destroyed or damaged the electrical system, the cover is limited to €1,250, whether the damage is caused by **fire**, combustion accompanied by flames or flameless combustion.

#### 10.3.1.2 Risks excluded

The insurance policy also excludes the damage:

- caused by burns without a fire ensuing and especially damage caused by smokers to the inside seats and trim of the vehicle;
- resulting from one of the events set out in point 10.3.5 (**theft**) and point 10.3.6 (**material damage to the vehicle**) of these **Special Conditions**.

### 10.3.2 Breaking glass

#### 10.3.2.1 Scope of the insurance

This cover targets the breaking of windscreens, glass in sunroofs, glazed roofs, side and rear windows (including aerials, heated windows and built-in rain detectors), in glass or in rigid synthetic materials.

Where installed originally by the manufacturer, the rear lights, front light units, inside and outside rear-view mirrors and their protection are covered up to €750 per **loss**.

The breaking **glass** cover only comes into effect for the repair or replacement of **glass** in the **insured vehicle**.

### 10.3.2.2 Risks excluded

Damage to glass other than the exclusive list in point 10.3.2.1 (for example: electric bulbs) is excluded from the insurance policy.

If the windscreen can be repaired, the **Company** will cover the replacement of the windscreen up to the amount of repairs.

In a dispute, an assessor appointed by the **Company** will determine the repairable nature of the damage to the windscreen.

### 10.3.3 Forces of nature

The purpose of the insurance is to indemnify without excess damage caused directly to the **insured vehicle** by one of the natural events covered.

The damage caused by the **insured vehicle** being hit by flying objects or overturned by a covered natural event are also covered.

### 10.3.4 Collision with animals

The purpose of the insurance is to indemnify without excess damage caused directly to the **insured vehicle** only by contact with an animal and confirmed by an assessor. The damages resulting from avoiding an animal are not covered.

### 10.3.5 Theft

#### 10.3.5.1 Scope of the insurance

The following are insured, provided that a complaint has been filed with the competent judicial or police authorities:

- **Theft**, destruction or damage by thieves, even in case of a simple attempted **theft** of the **insured vehicle**, including its special fittings and accessories;
- violent or non-violent home-jacking or car-jacking;
- the cost of replacing locks and/or changing anti-**theft** system codes in case of **theft** of key(s) and/or command.

#### 10.3.5.2 Excess

Any excess is indicated in the **Specific Conditions** for the **insured vehicle**.

#### 10.3.5.3 Risks excluded

The following are excluded:

- **theft**, destruction or damage when the vehicle and/or the boot were not locked or when the windows were not fully closed, unless a violent or non-violent home-jacking or car-jacking is involved;
- **theft**, destruction or damage perpetrated by members of the **Policyholder's** family or their accomplices such as spouse, ascendants, descendants and direct relations or any other person living in the **Policyholder's** household;
- **theft**, destruction or damage of options, accessories, **personal belongings**, the toolkit and first aid items committed inside the vehicle without breaking into it;
- **theft** of the **insured vehicle** stopped or parked on the public highway or on a road accessible to the public when its key was in the ignition or when a key was stored in it temporarily;
- disappearance, destruction or deterioration of the **insured vehicle** and special fittings following misappropriation, breach of trust or fraud.

### 10.3.6 Material damage

#### 10.3.6.1 Scope of the insurance

The **Company** covers the damage caused to the **insured vehicle** in an **accident** due to its driver or of a **third party**.

The following are insured:

- direct material damage to the **insured vehicle** within the limits of formulas determined below, when this is travelling, parked or in the garage;
- damage caused by rodents;
- damages caused to the tyres occurring:
  - jointly with other damage covered,
  - in case of vandalism;
- participation in the costs following a fuel error (excluding draining the tank) within the limit of €1,500.
- damage occurring during rail, sea, river or air transport of no more than 48 consecutive hours and during the related loading and unloading operations is also covered.

### 10.3.6.2 Excess

An excess is only applied if this is stated in the **Specific Conditions**.

Any excesses are accumulated if appropriate.

If a driver holding a licence for less than three years, who is not named in the **Specific Conditions** of the policy, is responsible for an **accident**, an excess of €1,250 will apply.

### 10.3.6.3 Risks excluded

The insurance policy also excludes the damage:

- caused by any driver who is proven to have consumed alcoholic drinks in sufficient quantity that the alcohol level in the blood was more than 0.3 g/l above the legal limit provided for under Luxembourg legislation regulating the traffic on all public roads;
- occurring due to acts qualified as failing to stop by the **Insured**;
- caused by any driver who is proven to have been under the influence of a drug, narcotic or hallucinogenic substance at the time of the **accident**;
- caused by the normal wear of the vehicle, such as scratches and surface scratches that can be polished out, slight impacts with no trace of rust resulting from a foreign body flying onto the bodywork, slight scratches on the rims. This damage is deemed superficial as cannot be seen more than 1.5 metres away and raise no doubts over the normal operation of the vehicle;
- caused to the engine components of the **insured vehicle** when they are due to a cause generated by the **Insured** or by the driver after the occurrence of a covered loss;
- suffered by the components or parts due to wear, whether or not normal, defective construction, fitting or material or following apparent poor servicing;
- caused by the animals and/or objects transport as well as overloading the vehicle. Overloading occurs when the weight of animals or objects transported exceeds the working load stated on the registration certificate;
- to the tyres due to wear and punctures;
- resulting from one of the events laid down in points 10.3.1 (**fire**), 10.3.2 (breaking **glass**), 10.3.3 (forces of nature), 10.3.4 (collision with animals) and 10.3.5 (**theft**);
- occurring due to a loading or unloading operation attributable to the animals or objects transported, unless the **Insured** can prove the lack of any causal link between the presence of the cargo and the occurrence of the damage.

### 10.3.7 Extended covers without extra premium

The insurance also covers, per covered loss and up to an amount of €1,250, provided that the expenses are justified by a detailed invoice:

- all costs of replacing the toolkit and first aid items;
- all costs incurred for towing, transporting, provisional warehousing and dismantling (required to prepare a quotation) of the **insured vehicle**.
- Protection against declassification as described in point 10.5.3.2

### 10.3.8 Personal belongings

**10.3.8.1** When the Privilege or Active formula is taken out with the Mini-CASCO pack and provided that the vehicle belongs to the Stataulux categories 11 to 17, the **Company** extends its cover to the **personal belongings** inside the insured vehicle during a covered **loss**:

- **fire**, when they burn with the **insured vehicle**;
- **theft**, with or without simultaneous **theft** of the **insured vehicle**, provided that:
  - the vehicle and boot were locked;
  - the windows were closed;
  - the hood was in place and fully closed and locked if the vehicle is a convertible.

Nevertheless, this cover only intervenes in a break in that has left obvious marks on the **insured vehicle** and provided that the **personal belongings** had been stored temporarily in the vehicle without directly attracting the attention of the thief.

- breaking **glass**;
- forces of nature;
- collision with animals;
- material damage.

The intervention limit is €1,000.

**10.3.8.2 The following are excluded:**

- jewels, bank notes, all types of security and rare or precious objects;
- goods and equipment intended for sale.

### 10.3.9 Total Loss Cover:

**10.3.9.1 Scope of the insurance**

The accidental damages are insured: when occurred to the **insured vehicle** when it is travelling or stopped and which, after assessment requires the vehicle to be declassified economically or technically provided that the cost of repairs following an accident for which cover is sought exceeds the amount of the intervention threshold stated in the **Specific Conditions** of the policy.

**10.3.9.2 Risks excluded**

The insurance policy also excludes the damage listed in point 10.3.6.3 (Risks excluded).

### 10.3.10 Registration Service

The Company offers a registration service from an external partner.

The service involves registering a vehicle in Luxembourg, whether or not for the first time.

The **service provider** will be responsible for collecting the vehicle from the seller or the **Policyholder** up to 30 km beyond the Luxembourg border and will return the vehicle to the **Policyholder**, duly registered in Luxembourg, on the date agreed at the meeting.

The Policyholder will benefit from the preferential price negotiated between the **Company** and the **service provider**. The cost of the service is the responsibility of the **Policyholder** who will settle the amount due directly to the **service provider**.

Any dispute should be notified directly to the **service provider**.

### 10.3.11 Cosmetic Service

**10.3.11.1 Scope of the service**

The Policyholders with the Privilege cover can access the following benefits:

the cosmetic repair of a vehicle at a selected partner;

a preferential price negotiated by the **Company**. The lump sum amount should be paid directly to the **service provider**.

Any dispute should be notified directly to the **service provider**.

### **10.3.11.2 Qualification of types of benefit:**

The benefits are communicated to the **Policyholder** when the policy is taken out and involve a choice of three lump sums payable to the **service provider** on execution.

### **10.3.12 Convenience Service**

#### **10.3.12.1 Scope of the service**

The Company offers a caretaking service from an external partner.

The service involves taking the **insured vehicle** to the garage or technical control body with which the **Policyholder** will have made an appointment in advance. The **Policyholder** should advise the **service provider** two weeks before this appointment so that the handover of the vehicle can be arranged.

This service can be used three times during the year of subscription.

The benefits meter is reset to zero on each anniversary of the policy.

The following benefits are provided as part of the service:

- annual technical control visit: pick up of the vehicle from the customer at his private or business address and return of the vehicle to the address indicated at the end of the day;
- caretaking: changing tyres; taking the vehicle for a service, with pick up and return of the vehicle at **domicile** or office

The costs relating to the benefit for which the service has been used remain payable by the customer.

The **Policyholder** undertakes to reimburse the costs incurred in his name by the **service provider** within a maximum of thirty days. The invoice is always raised in the name of the **Policyholder**. It acts as an advance of costs by the **service provider** on behalf of the **Policyholder**.

## **10.4 Common exclusions**

Apart from the exclusions specific to each cover, the exclusions of the common general conditions apply (point 2.11).

The following are also excluded, save for stipulation otherwise in the **Specific Conditions** and payment of an extra premium:

- **losses** occurring when the vehicle is used as a rental vehicle without driver;
- repair costs and/or labour costs that are substantially higher than prices normally charged in the Luxembourg marketplace by professionals in the sector for the **insured vehicle**. Indemnification will then take place according to the Luxembourg prices charged in the marketplace;
- the loss of enjoyment or expenses from renting a replacement vehicle in case of **loss**;
- the damage caused by the vehicle transporting flammable, corrosive, explosive or combustible materials, if the said materials have played a part in the cause or severity of the **loss**. Nevertheless, a total 300 kg or 300 litre tolerance is permitted for oil, petroleum spirits or similar products, including the supply of liquid or gaseous fuels required by the engine.

## **10.5 Settlement of losses**

The provisions of this article supplement point 2.10 of the common general conditions.

### **10.5.1 Quotation**

The **Policyholder** is required to advise the **Company** of the predicted cost of any repairs to the **insured vehicle** and/or options, fittings or accessories before said repairs take place.

Unless advised otherwise by the **Company** within five working days, the **Policyholder** can have the necessary repairs carried out.



Where there is a legitimate reason for immediate repair or immediate replacement of parts, the **Policyholder** is authorised to proceed without referring to the **Company** in advance, provided that the cost of this repair or replacement of parts is no more than €750 and that the expense is justified with a detailed invoice.

### 10.5.2 Damage assessment

Damages are fixed by mutual agreement between the **Company** and the **Policyholder**. Failing such assessment, they are estimated and checked by two assessors, with one named by the **Policyholder** and the other by the **Company**, who have the task of determining and fixing the amount of damages.

Should there be disagreement, the assessors are joined by a third party-assessor, with whom they work jointly and by majority vote. Failure by one of the parties to name its assessor, or failure by the two assessors to agree on the choice of a third, will result in the nomination being made by order of the President of the competent District Court via a summary order. Each party will pay the fees of its assessor and half those of the third party-assessor.

### 10.5.3 Common provisions

#### 10.5.3.1 Terms and conditions

The age of the vehicle is calculated in months from the date of its first entry into service. Every month started counts as a full month.

The assessor appointed by the **Company** will have to decide whether the damaged vehicle must be declassified (total loss) or whether it can be repaired. He fixes the amount of repairs. Any discussion or dispute between the Policyholder and the assessor appointed by the Company is resolved in accordance with point 10.5.2.

**Special fittings or accessories** are always indemnified according to the modalities of the mini-CASCO active formula under point 10.5.4.2.

The Company cannot support indemnities other than those provided for under these conditions. Any indemnity for depreciation or loss in value is excluded.  
unless agreed otherwise.

#### 10.5.3.2 Extended cover: Protection against declassification

In case of total economic loss, the Policyholder can call on the Protection against declassification. It operates as a complimentary extension to the mini-CASCO, the Total Loss cover and the cover Material Damages as described in the “damage to the vehicle” section of the **Special Conditions**.

Due to this protection declassification of the vehicle can be avoided by considering 70% of the **pre-loss value** as a maximum for the amount of repairs.

- The vehicle can be repaired if the amount of repairs is less than 70% of the **pre-loss value**.
- The vehicle will continue to be declassified if the amount of repairs is more than 70% of the **pre-loss value**.

In case of repair, the amount is payable by the **Company** upon presentation of the invoice and will be limited to the amount invoiced.

The **insured vehicle** cannot already have benefited from the protection against declassification.

#### 10.5.3.3 Indemnification in case of theft

When the vehicle and/or the options, **special fittings or accessories** are stolen and not found within thirty days of the date on which the **loss** was declared to the **Company**, the indemnity relating to the **pre-loss value** at the time of the **theft** is due from the 31st day following the declaration of **loss** and provided that the indemnity amount has been fixed.

When signing the regulations agreement, the **Policyholder** is required to hand over to the **Company** all the keys to the vehicle remaining in his possession, including automatic remote control door openers and the vehicle's documents.

#### 10.5.3.4 Social security benefit

Where the **Policyholder** or the **Insured** should have been indemnified fully or partly for the material damage to the **insured vehicle** by the Accident Insurance Association, the **Company** will only have to intervene for the part not paid by the said body.

If payment is made twice, the **Insured** undertakes to reimburse the **Company** with the part of the indemnity paid under the material damage to the vehicle by the Accident Insurance Association.

#### 10.5.3.5 Specific rules for the replacement vehicle:

In case of covered "material damage" **loss** affecting a vehicle replacing the vehicle named in the **Specific Conditions**, the following rules apply:

- in case of total loss, the indemnity due for this vehicle is always fixed as the **pre-loss value**;
- the indemnity due cannot be more than the **insured value** of the vehicle named in the **Specific Conditions** at the time of the **loss**;
- the provisions in the **Specific Conditions** continue to apply.

#### 10.5.3.6 Proportional rule

Any indemnity due by the **Company** will be reduced in the existing ratio between the **insured value** and the value that should have been declared:

- If the **insured value** is stated in the **Specific Conditions** and is less than the **as-new value** or assessed value;
- If the choice of finish for the model of the **insured vehicle** via the model selection system does not match the indications on the vehicle's documents (invoice and/or registration document).

Nevertheless, this rule does not apply if the **Policyholder** can prove that the **insured value** was fixed by the **Company**.

Any **special fittings or accessories** not disclosed when taking out the policy will not be indemnified.

#### 10.5.3.7 Previous damage

The **Company** does not indemnify the damage where it can establish that:

- it was already indemnified but not repaired;
- it was present before the insurance cover commenced.

#### 10.5.3.8 Total loss

In case of total loss, the **Policyholder** passes ownership of the **insured vehicle** to the **Company** unless agreed otherwise.

### 10.5.4 Compensation

#### 10.5.4.1 Privilege formula

Summary table of compensation :

Age of the vehicle when taking out the policy	Age in months of the vehicle at the time of the loss		
	0 ≤ age < 36months	37 ≤ age < 84	85 ≤ age
<b>New or Second-hand &lt; 12 months</b> <b>Or continuity &lt; 36 months</b>	Conventional degressivity = <b>As-new value</b> If less than 90,000 km	Conventional degressivity = according to <b>Specific Conditions</b>	<b>Pre-loss value</b>
<b>13 months &lt; age second-hand ≤ 36 months</b>	<b>Pre-loss value +20%</b>	<b>Pre-loss value +10%</b>	
<b>Second-hand &gt; 36 months</b>	-	<b>Pre-loss value +10%</b>	

### Indemnity at conventional degressivity value

Application conditions:

- the assessor has declared the vehicle as totally lost;
- the **insured vehicle** is covered by the Privilege formula;
- The formula must be effective within twelve months of the date of the first entry into service of the vehicle or during the first 36 months following its first entry into service if the vehicle was already insured by the **Policyholder** for its **As-new value** with another insurer. This constitutes insurance continuity;
- the **insured vehicle** must be classified in the Stataulux categories 11 to 17;
- the total loss of the vehicle must be consecutive to a **loss** covered for **fire, theft**, material damage to the vehicle, forces of nature or collision with animals;
- the **insured value** must correspond to the **as-new value**, otherwise the proportional rule provided for under point 10.5.3.6 will apply when calculating the indemnity.

If the **insured vehicle**:

- is less than 36 months old and has less than 90,000 km on the clock when the **loss** occurs, the indemnification will be paid at **as-new value**;
- is less than 36 months old and has more than 90,000 km on the clock when the **loss** occurs, the indemnification will be paid at **pre-loss value** plus 20%;
- is more than 36 months and less than 84 months old, the conventional degressivity table mentioned in the **Specific Conditions** will apply.

### Indemnification at pre-loss value

The **Company** indemnifies the **Policyholder** based on the result of the assessment. The indemnity to be paid by the **Company** cannot, however, exceed the difference between the **pre-loss value** and the **salvage value**.

Specific rules for the car purchased second-hand which is more than twelve months and less than 36 months old without insurance continuity:

- In case of total loss occurring from the 13th month up to the 36th month from the date of the first entry into service, the indemnity due will be equal to the **pre-loss value** of the car on the date of the **loss** increased by 20% within the limit of the purchase price of the vehicle, as evidenced by the invoice. Indemnification will be paid at the **pre-loss value + 10%** if there is no invoice.
- In case of total loss occurring after the 36th month and up to the 84th month from the date of the first entry into service, the indemnity due will be equal to the **pre-loss value** increased by 10%.
- The indemnification will be at the **pre-loss value** beyond the 84th month.

#### 10.5.4.2 Active formula + mini-CASCO or "parked vehicle formula":

The indemnification is at **as-new value** if the vehicle is less than twelve months old and has less than 30,000 km on the clock on the day of the **loss**.

In the other cases, the **Company** indemnifies the **Policyholder** based on the result of the assessment. The indemnity to be paid by the **Company** cannot, however, exceed the difference between the **pre-loss value** and the **salvage value**.

#### 10.5.4.3 Total Loss Cover indemnity

The indemnification is always at **pre-loss value**.

Nevertheless, the cover will not be effective if the estimation of repairs that should have been done to remedy the damage generated by the **loss** remains less than the intervention threshold noted in the **Specific Conditions**. Damage prior to the **loss** that has not been repaired is not considered in calculating the declassification.

### 10.6 Personalisation of the "material damage" premium (cf. point 10.3.6)

#### 10.6.1 Principle

When taking out the policy, the base premium is established according to the information which the **Policyholder** communicates to the **Company** via the **insurance proposal**. This premium is multiplied by the coefficient corresponding to the relevant level on the material damage cover scale as follows:

Base premium X Coefficient of the level of Material Damage scale

#### 10.6.2 Procedures for changing the premium

The **Company** classifies all new policies at a level on the material damage no-claims bonus scale according to the information provided by the **Policyholder**.

For subsequent insurance years, the premium will vary on each anniversary as follows:

- no **loss** during a reference period, as stated under point 7.12.5 (Reference Period), during which the insurance was in force lowers the level on the no-claims bonus scale by one point (the minimum potential drop is level -3);
- every **loss** during a reference period raises the level by three points (the maximum potential rise is level 22);

INSURANCE CONDITIONS - **OPTIDRIVE**

Material damage penalty	Coefficient	Base level	Coefficient	Material damage bonus	Coefficient
22	250%	11	100%	10	95%
21	225%			9	90%
20	200%			8	85%
19	180%			7	80%
18	160%			6	75%
17	140%			5	70%
16	130%			4	65%
15	120%			3	60%
14	115%			2	55%
13	110%			1	50%
12	105%			0	50%
				-1	50%
				-2	50%
				-3	50%

## 11 Driver Protection - Special Conditions

These Special Conditions apply if the **Specific Conditions** state that the Driver Protection cover has been granted.

### 11.1 Purpose and scope of the insurance

#### 11.1.1 Scope of the cover

The purpose of this cover is to indemnify the **Insured** or his beneficiaries independently of liabilities incurred following a **bodily injury, permanent invalidity** or **death** resulting from an **accident** involving the **vehicle insured** and driven by the **Insured**.

The cover is also granted for **accidents** occurring to the **Insured**:

- when he suffers bodily injury due to violence during a **theft** or **attempted theft** of the **insured vehicle** in a car-jacking or home-jacking;
- when he takes an active part in saving people or property in danger at the time
- of an **accident** involving a vehicle;
- when he gets into or out of the vehicle named in the **Specific Conditions**;
- when he carries out breakdown or minor repair work on the **insured vehicle** whilst travelling;
- when he loads or unloads the **insured vehicle** or fills it with fuel.

The following is also considered to be an **accident** to the **Insured**: an **illness** which is the direct consequence of a covered **accident** or physical harm due to inhaling gas or vapours originating from the **insured vehicle**.

#### 11.1.2 Extension of cover:

The **Policyholder** as a natural person is also insured as a:

- passenger in any land vehicle designed totally or partially to transport people except for cycles with auxiliary engine, motorcycles or bubble cars;
- passenger in any air or water public transport vehicle;
- pedestrian provided that the **accident** results from travelling on the public highway.

#### 11.1.3 Territorial scope

Worldwide cover is granted by the Company for this insurance.

Only a special clause in the **Specific Conditions** to the policy may deviate from this **territorial scope**.

### 11.2 Exclusions

The exclusions in the common general conditions apply (point 2.11).

The following cannot benefit from these covers:

- people suffering, before the **accident**, from 66% invalidity or more following an infirmity or serious **illness**;
- the officials and employees of the **Policyholder** whilst they are under his authority and when they are insured by the Accident Insurance Association;
- garage owners or people selling or repairing motorised vehicles or who operate service stations, car parks, car washes, when the vehicle has been entrusted to them for one of these activities.

### **11.3 Covers, amounts insured and indemnification**

The death, **permanent invalidity** and hospital treatment and daily indemnity costs are covered, per **accident**, up to the amounts indicated in the **Specific Conditions**.

#### **11.3.1 Death**

In case of death following a covered **loss** occurring two years at most after the accident, the **Company** pays the indemnity to the beneficiaries or any other person named in the policy. If, at the time of death, sums have already been paid for the same **loss**, under the **permanent invalidity** cover, they will be deducted from the indemnity due for the death up to the maximum of the death indemnity.

The **Policyholder**, and if he is deceased, his beneficiaries are only entitled to claim payment of indemnities due.

#### **11.3.2 Permanent invalidity**

##### **11.3.2.1 Invalidity assessment procedure**

The **Insured** will undergo all medical examinations deemed necessary by the **Company** to assess the indemnities due on the basis of this policy.

The **Insured** authorises any doctor mandated under a **loss** to send his findings directly to the **Company's** doctor-consultant. The **Insured** and the **Company** may name a medical assessor. The costs of the miscellaneous examinations are paid by the **Company**.

##### **11.3.2.2 Calculation of the indemnity**

The indemnity due under the permanent invalidity is calculated within the limits of the conditions stated below. If the medical assessor retains in his assessment report a **permanent invalidity** rate different from the one listed in the table below, the **Company** will retain the highest **permanent invalidity** rate when calculating the indemnity due to the customer.

The **permanent invalidity** rate is calculated with reference to the table below.

	%	
	Right	Left
Total loss of vision in both eyes	100	
Loss of an eye or total loss of vision in one eye	30	
Incurable insanity with no possibility of working	100	
Total deafness in both ears	50	
Total deafness in one ear	15	
General paralysis	100	
Amputation or full functional loss		
- of both arms	100	
- of both hands	100	
- of both feet	100	
- of both legs	100	
- of one arm or one hand and in addition of one leg or of one foot	100	
Amputation or full functional loss		
- of one hand	60	50
- of a forearm	65	55
- of an arm	75	60
Loss of movement		
- of the wrist	20	15
- of the elbow	25	20
- of the shoulder	35	25
Total amputation of the thumb	22	18
Total ankylosis of the thumb	15	12
Total amputation		
- of the index finger	16	14
- of the middle finger	10	8
- of the ring or little finger	8	6
Simultaneous amputation		
- of the thumb and index finger	35	25
- of the thumb and a finger other than the index finger	25	20
- of two fingers other than the thumb and the index finger	15	10
- of three fingers other than the thumb and the index finger	25	20
- of four fingers, including the thumb	45	40
- of four fingers, but with the thumb kept	40	35
Amputation or functional loss		
- of the thigh	60	
- of the leg	50	
- of a foot	40	
Ankylosis of the hip		
- in unfavourable position	45	
- in straight position	35	
Ankylosis of the knee		
- in unfavourable position	25	
- in straight position	15	
Total amputation of all toes	20	
Amputation of the big toe	8	
Ankylosis of the big toe	5	
Amputation of a toe	2	

The indemnity due for the **permanent invalidity** is then calculated, using the following procedures:

- for the share of the invalidity rate from 1 to 25%, on the basis of the sum insured;



- for the share of the invalidity rate above 25% and up to 50% inclusive, on the basis of three times the sum insured;
- for the share of the invalidity rate higher than 50%, on the basis of the five times the sum insured.

The **permanent invalidity** rate is assessed after consolidation of the condition of the **Insured** and at the latest two years after the **accident**.

Nevertheless, if the **Company** considers after these two years, in the opinion of its doctor-consultant, that the invalidity is still likely to change, a provisional rate is fixed based on the condition of the **Insured** at that time. In this case, the **Company** immediately pays the **Insured** half the indemnity corresponding to this provisional rate.

Three years at the latest after the initial payment - which the **Insured** keeps - the **Company** pays any balance of the indemnity based on a new medical opinion fixing the definitive rate.

No **permanent invalidity** indemnity is due if the **Insured** dies before expiry of the two-year period provided for in the first sub-paragraph without there being definitive consolidation within this period.

When the **Insured** is under five years old on the date of the **accident**, the insured sum is doubled.

The **death** and **permanent invalidity** benefits insured cannot be accumulated.

For a left-handed person, the levels relating to the upper right limb are applied to the upper left limb and vice-versa.

The table above giving the permanent invalidity rate to be considered refers to full functional loss. Where functional loss of limbs or organs is only partial, the **permanent invalidity** rate is reduced depending on the actual functional loss experienced.

If the incapacity is due to an infirmity not included in the table above, its rate is fixed by comparison with the listed cases.

When a same **accident** results in several infirmities, the total incapacity rate is assessed by looking at the rates and results listed above.

The invalidity rate may never be more than 100%.

If, before the **accident** already, limbs or organs were totally or partially lost, crippled, paralysed or unusable, the pre-existing level of invalidity to be established, as per the principles listed, will be deducted when fixing the rate of incapacity caused by the **accident**.

### 11.3.3 Treatment costs

The **Company** reimburses all costs for treatment that is essential to the recovery up to the amount fixed in the **Specific Conditions** and having deduced benefits paid by any social insurance.

Treatment costs include costs of temporary prosthesis, temporary orthopaedic apparatus, first prosthesis and first orthopaedic apparatus and the transport costs necessitated by the treatment.

### 11.3.4 Daily hospitalisation indemnity

When treatment requires hospitalisation, the **Company** pays the **Insured** a lump sum and daily hospitalisation indemnity during his stay in hospital; the amount is fixed in the **Specific Conditions**.

This benefit is due without waiting period but for 365 days maximum.

## 11.4 Partial forfeiture

The **Insured** must comply with the provisions of the road traffic legislation regarding the mandatory wearing of seat belts or helmets on pain of a reduction of the benefit due by the **Company** by one third, when the injuries sustained have a direct causal link with failure to comply with this obligation.

## 11.5 Change of vehicle

An **Insured** who replaces the vehicle named in the **Specific Conditions** by another must declare this to the **Company**.

An **Insured** who uses the car of a **third party** temporarily to replace the car used normally is covered provided he advises the **Company** of this before use. He indicates the characteristics of the replacement car.

## 11.6 Indexation

The premium, sums insured and cover limits are not indexed.

## 11.7 Declaration of loss

These provisions supplement point 2.10 of the common general conditions.

The declaration of **loss** should be accompanied by a medical certificate drawn up by the doctor or doctors:

- who treated the **Insured** and state the causes and nature of bodily injuries suffered and their likely consequences;
- who certified the death.

The **Insured** is required to:

- provide the **Company**, within ten days of its request, with all other medical information or certificates relating to the **accident**, the treatment progress and the current or previous health of the **Insured**;
- allow the **Company** to verify the declarations made to it and welcome its representatives for this purpose;
- submit to all medical check-ups by the **Company**, on the understanding that this may be done with the assistance of his general practitioner.

The **Insured's** travelling expenses on public transport for these check-ups and the fees of the **Company's** doctors-consultants are paid by the **Company**.

These obligations are incumbent on the **Insured's** beneficiaries in the event of his death.

The **Company** reserves the right expressly to have a post mortem carried out on the body of the deceased **Insured** under lawful conditions and to have its doctor-consultant represent it at any legal assessment of the declared **accident**.

The **Insured** authorises the general practitioners expressly to communicate freely to the **Company's** doctor-consultant any information they have on his state of health.

When the declaration is not made within the stipulated time, or the **Company** is no longer in a position to operate the planned medical check-up resources or, if appropriate, to determine the exact circumstances and consequences of the **accident**, it has the right to reduce the benefit up to the prejudice that it has suffered.

## 11.8 Settlement of losses

All indemnities are paid within thirty days from agreement of the parties duly noted by the indemnity receipt.

Failure to pay within the time indicated will result in interests at the legal rate being added to the amount due from the 31st day.

Where this payment is contested, this period only runs from the day of discharge.

When the amount of damages cannot be fixed definitively three months after the **loss** occurred, the **Company** pays the sum relating to the treatment costs incurred during this period and not paid by a **third-party** payer, along with a provision for indemnity to be set against the definitive prejudice.

To avoid a reduction in benefit and recovery by the **Company** of sums already paid, the **Insured** undertakes:

- not to claim from the **Company** the amounts for which he has already been indemnified by **third-party** payers;

## INSURANCE CONDITIONS - **OPTIDRIVE**

- to advise the **Company** immediately of any proposed discussions, negotiation, bargaining or amicable or legal assessment emanating from the liable **third party**, his insurer or any other body, so that the **Company** may participate.

## 12 Driver Safety - Special Conditions

These Special Conditions apply if the **Specific Conditions** state that the Driver Safety cover has been granted.

### 12.1 Purpose and scope of the insurance

#### 12.1.1 Scope of the insurance

The **Company** indemnifies, independently of liabilities incurred, the prejudice of:

- the **Insured** following **bodily injury** or **permanent invalidity** whilst he was driving a vehicle;
- and/or his beneficiaries or any other person named in the policy following the death of the **Insured**;

resulting from a traffic **accident** caused by other road users, his own or passengers' behaviour or due to vehicle defects.

The indemnities will be determined according to the rules of common Luxembourg law and in any event as if the **accident** had occurred in the Grand Duchy of Luxembourg.

The benefits paid out or due by **third-party** payers will be deducted from the indemnity due.

As a non-exhaustive example, the **third-party** payers are social security or similar bodies.

Where the driver is not responsible for the accident, or only partially, the indemnification becomes an advance that may be recovered totally or in part by recourse to a liable **third party**.

Every time that the indemnity received under the recourse is less than the advance, the **Company** undertakes not to request reimbursement of the difference.

#### 12.1.2 Territorial scope

The Company grants the "driver safety" cover in the same countries as the "civil liability" cover.

Only a special clause in the **Specific Conditions** to the policy may deviate from this **territorial scope**.

### 12.2 Exclusions

The exclusions in the common general conditions apply (point 2.1.1).

**Accidents** occurring in the following circumstances are also excluded:

- when the **accident** is the result of notoriously reckless acts, wagers or challenges;
- when the **accident** is the result of a suicide or attempted suicide;
- when the driver does not meet the conditions stipulated by Luxembourg law and regulations to be able to drive a vehicle;
- when the vehicle has been entrusted under their activities to garage owners or people selling, repairing or towing away motorised vehicles or who operate service stations, car parks or car washes;
- when the **insured vehicle** has been requisitioned or rented out (except leasing and renting);
- when the driver is incapable of controlling his actions due to mental or nervous disorders and this inability has a causal link with the **loss**;
- when learning to drive the **insured vehicle**.

### 12.3 Covers, amounts insured and indemnification

The death and invalidity covers are granted, per **accident**, up to the amounts indicated in the **Specific Conditions**; this amount includes all interest, costs, expenses, fees and advances of any kind.

All prejudices are covered up to the amount fixed in the Specific Conditions:

### 12.3.1 Death

In case of death that can be attributed to the **accident** and occurring immediately or within three years maximum of the **loss**:

- the economic prejudice suffered by the **Insured's** beneficiaries;
- the moral prejudice of the **Insured's** beneficiaries;
- the funeral expenses.

### 12.3.2 Bodily injuries

In case of bodily injuries (non-exhaustive list):

- the economic prejudice resulting from total or partial **permanent invalidity**, without excess;
- the economic prejudice resulting from total or partial temporary **invalidity**;
- the aesthetic prejudice;
- the assistance of a third person made necessary by the definitive violation of physical integrity;
- the costs of prostheses;
- treatment costs;
- damage to clothing following the bodily injuries.

In case of death after payment of indemnities for definitive violation of physical integrity, the amount paid for this reason is deducted from the benefit guaranteed in case of death.

Economic prejudice is understood to mean in these provisions both the concrete loss of income and the indemnity for definitive violation of physical integrity when fixed using the "invalidity point" method.

### 12.3.3 Extensions of cover

This insurance extends, without the need for a declaration, to the **Insured as driver**:

- of a motorised vehicle belonging to a **third party**, of the same type and used for the same purpose as the **insured vehicle**, if, for no more than one month from date to date, this vehicle replaces the **insured vehicle** that is temporarily unusable for any reason whatsoever;
- of a motorised vehicle belonging to a **third party** that is driven occasionally, whereas the **insured vehicle** is fit for use.

Should the provisions of this article be applied, the vehicle used in the aforementioned conditions is assimilated with the **insured vehicle**.

This extension of cover is supplementary only. It is therefore not effective if the damage suffered by the Insured can be repaired by virtue of a comparable or similar cover to the "driver safety" insurance for the replacement vehicle.

### 12.3.4 The cover is also granted for **accidents** occurring to the **Insured**:

- when he gets into or out of the **vehicle insured** under the **Specific Conditions** or carries out breakdown or minor repair work whilst travelling;
- when he takes an active part in saving people or property in danger at the time of an **accident** involving a vehicle;
- when he loads or unloads the vehicle named in the **Specific Conditions**;
- when he puts fuel in the vehicle named in the **Specific Conditions**;
- when he is the victim of bodily injuries due to violence suffered during a **theft** or **attempted theft** of the **insured vehicle** in a car-jacking.

## 12.4 Specific rules

The Insured must comply with the provisions of the road traffic legislation regarding the mandatory wearing of seat belts on pain of a reduction of the benefit due by the **Company** by

one third, when the injuries sustained by the **Insured** have a direct causal link with failure to comply with this obligation. This is also valid for the wearing of spectacles (corrective lenses) if the driving licence carries this annotation.

If, at the moment of the **loss**, the vehicle was driven by an **authorised driver**, the covers, insured amounts and indemnifications will be halved.

These provisions supplement point 2.10 of the common general conditions.

The declaration of **loss** should be accompanied by a medical certificate drawn up by the doctor or doctors:

- who treated the **Insured** and state the causes and nature of bodily injuries suffered and their likely consequences;
- who certified the death.

The **Insured** is required to:

- provide the **Company**, with ten days of its request, with all other medical information or certificates relating to the **accident**, treatment progress and the current or previous health of the **Insured**;
- allow the **Company** and make it easy for it to verify the declarations made to it and welcome its representatives for this purpose;
- submit to all medical-consultant check-ups by the **Company**, on the understanding that this may be done with the assistance of his general practitioner.

The **Insured's** travelling expenses on public transport for these check-ups and the fees of the **Company's** doctors-consultants are paid by the **Company**.

These obligations are incumbent on the **Insured's** beneficiaries in the event of his death.

The **Company** reserves the right expressly to have a post mortem carried out on the body of the deceased **Insured** under lawful conditions and to have its doctor-consultant represent it at any legal assessment of the declared **accident**.

The **Insured** authorises the general practitioners expressly to communicate to the **Company's** doctor-consultant any information they have on his state of health.

When the declaration is not made within the stipulated time and the **Company** is no longer in a position to operate the planned medical check-up resources or, if appropriate, to determine the exact circumstances and consequences of the accident, it has the right to reduce the benefit up to the prejudice that it has suffered.

## 12.5 Settlement of losses

All indemnities are paid within thirty days from agreement of the parties duly noted by the indemnity receipt.

Failure to pay within the time indicated will result in interests at the legal rate being added to the amount due from the 31st day.

Where this payment is contested, this period only runs from the day of discharge.

When the amount of damages cannot be fixed definitively three months after the **loss** occurred, the **Company** pays the sum relating to the treatment costs incurred during this period and not paid by a **third-party** payer, along with a provision for indemnity to be set against the definitive prejudice.

To avoid a reduction in benefit and recovery by the **Company** of sums already paid, the **Insured** undertakes:

- not to claim from the **Company** the amounts for which he has already been indemnified by **third-party** payers;
- advise the **Company** immediately of any proposed discussions, negotiations, bargaining or amicable or legal assessment emanating from the liable **third party**, his insurer or any other body, so that the **Company** may participate.

**For further details, please contact your AXA adviser**

**(+352) 44 24 24-1**  
**www.axa.lu**

