



travel & leisure insurance

# Terms and Conditions of Insurance Premium



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# 1 General terms and conditions common to all covers

The present common general terms and conditions shall apply to all of the following special terms and conditions provided no express derogations are made therefrom.

## 1.1 Definitions

### 1.1.1 Company

The insurance company with which the insurance contract is signed.

### 1.1.2 Main driver

The driver named in the specific terms and conditions.

### 1.1.3 Policyholder

The physical or legal person who takes out the insurance contract and who is responsible for paying the premium or any persons that replace him by agreement of the parties, or the beneficiaries of the **Policyholder** in the event of their decease or officially confirmed disappearance.

Unless otherwise specified, they are the beneficiary of the compensation due.

## 1.2 Bases of the contract

The rights and obligations of the contracting parties are determined by the common general terms and conditions, the special terms and conditions and the specific terms and conditions of the contract and by any amendment thereto.

## 1.3 Contract conclusion and effective date

The contract is formed with the signing of the specific terms and conditions by the contracting parties.

It takes effect from the date and time set out in the specific terms and conditions. If no time is specified, this time is set at 00:00 hours on the effective date. The same provisions apply to any contract amendments.

## 1.4 Duration

The insurance contract is concluded for the period specified in the specific terms and conditions.

However, the **Policyholder** and the **Company** are within their rights to cancel the insurance each year upon the annual premium due date, or otherwise on the anniversary date of the entry into force of the contract, by sending a registered letter to the other party at least thirty days ahead of that date by the **Policyholder** and at least sixty days ahead of that date by the **Company**.

Without prejudice to the preceding paragraph, for contracts with annual premiums, the **Policyholder** is within his rights to cancel the contract within a period of thirty days from the date of dispatch of the annual premium notice.

At the end of the initial term of insurance, the insurance shall be extended by tacit agreement for periods of one year, except as provided in the paragraph above. An insurance contract concluded for a duration of less than one year is not automatically renewed.

In no event is the duration of the tacit renewal permitted to exceed one year.

## **1.5 Statements at the time the insurance is taken out**

The contract is based on the statements made by the **Policyholder** and the premium is set accordingly. The **Policyholder** is to accurately state all circumstances known to him that are likely to allow the **Company** to assess the risks it covers.

**The contract shall be considered null and void if the intentional omission or inaccuracy in the statement misleads the Company in relation to the elements of risk assessment. In such cases, the premiums paid shall be kept by the Company. The Company shall be entitled both to a full refund of any benefits it shall be within its rights already have paid out in settlement of claims and to payment of all premiums due up until the time the Company became aware of the omission or misstatement.**

**Moreover, in the event of a claim, the Company shall be within its rights to decline to provide coverage.**

In the event of unintentional omission or misstatement, the Company may propose, within one month counting from the date on which it became aware of this statement, an amendment to the contract with effect from the date on which it became aware of this statement.

**However, if the Company proves that on no account would it have insured the risk, it shall be within its rights to cancel the contract within the same deadline as the one specified above.**

If the proposed amendment to the contract is rejected by the **Policyholder** or if, within a

one-month time limit as from the date of receipt of the said proposal, the latter is not accepted, the **Company shall be free to cancel the contract within fifteen days.**

If a claim occurs before the contract amendment or the cancellation has taken effect, the **Company** is to pay out the benefit. **If the omission or misstatement can be blamed on the Policyholder, the Company is required to pay out the benefit only in proportion to the ratio between the premium paid and the premium that the Policyholder should have paid.**

## 1.6 Statements during the life of the contract

The **Policyholder** must make a statement to the **Company**, by registered letter, of any change in the risk material to the contract specified in the specific terms and conditions as soon as he becomes aware of such a change and within eight days at the latest.

### 1.6.1 Decrease in risk

If the risk of occurrence of the insured event has diminished in a significant and lasting manner to such an extent that, had the diminishment existed at the time when the contract was signed, the **Company** would certainly have granted the insurance subject to terms different from the existing terms, the latter shall be required to award a premium reduction with effect from the day on which it became aware of this decrease in risk.

If, within one month counting from the premium reduction request by the **Policyholder**, the parties fail to reach an agreement on the new premium, the **Policyholder** shall be within his rights to cancel the contract.

### 1.6.2 Aggravation of risk

The **Policyholder** is duty-bound to declare new circumstances or changes in circumstances that are likely to involve to a significant worsening of:

- the risk of occurrence of the insured event;
- or the intensity of this risk.

In the event that the risk aggravates to the extent that, had it existed at the time when the insurance contract was signed, the **Company** would not have agreed to the contract subject to the same terms, the latter shall be required, within a one-month period counting from the date on which it became aware of the aggravation, propose a contract amendment with retroactive effect to the day on which the risk was aggravated.



If the Company furnishes proof that on no account it would have insured this aggravated risk, it shall be within its rights to cancel the contract within the same time limit as the one set out above.

If the proposed amendment of the contract is rejected by the **Policyholder** or if, after a one-month period counting from the date of receipt of the proposal, the **Policyholder** has not accepted the said amendment, the **Company** shall be within its rights to cancel the contract within fifteen days.

If a claim should be made before the contract amendment or the cancellation of the contract has taken effect, the Company shall be required to pay out the benefit only if so required by law or under a clause in the contract.

In the absence of such legal or contractual provisions, the Company may invoke the intentional nature of the omission or misstatement - deliberately committed at the time when the contract was concluded or during the life of the contract - to refuse the pay out of the benefit.

In the absence of any intentional omission or misstatement upon the conclusion of the contract or during the life of the contract, the Company shall be entitled to grant its financial benefit in proportion to the ratio between the premium paid and the premium that the **Policyholder** would have paid had the Company been duly notified of the aggravated risk before the claim occurred.

## 1.7 Premium and premium payment

1.7.1 The premiums (or if premium payments are split, the premium instalments), as well as the costs, taxes, charges and incidentals due by law, are payable up front at the Company's registered office or at the address of the representative designated by the **Company** for this purpose.

Upon each annual premium due date, the **Company** shall notify the **Policyholder** of the annual contract renewal date, of the amount payable as well as of the existence, the terms and conditions of the right of cancellation, the date by which the right of cancellation may be exercised and, if necessary, of any increases in rates.

1.7.2 Failing payment, regardless of reason, of a premium or of a premium instalment within ten days of the due date, coverage shall be suspended for a thirty-day period after the **Policyholder** has been sent a registered letter to his last known address.

The registered letter shall be considered as notice of default served on the **Policyholder** to pay the premium due, serve as a reminder of the due date and the amount of the

premium and inform the Policyholder of the implications of his failure to remit payment upon the expiry of the time limit set out above.

- 1.7.3 No claims occurring during the suspension period shall be covered by the Company. The **Company** shall be within its rights to cancel the contract ten days upon the expiry of the thirty-day period intended above.

The suspension of coverage does not affect the rights of the **Company** to claim payment of the premiums that fall due at a later date. However, this right is limited to the premiums relating to two consecutive years.

The non-cancelled contract shall resume its effects for the future at 00:00 hours on the day following the day on which the premium due was paid to the **Company** or the representative appointed by it for this purpose, or, in the event the annual premium is split, the day on which the instalments that are the subject of this notice of default and the premiums that have fallen due during the suspension period along with the costs of prosecution and recovery, as and where applicable.

- 1.7.4 **Administrative costs**

In the event of non-payment of the premium, the **Company** reserves the right to demand the **Policyholder** to pay the administrative costs related to this delay. These are due for each registered letter sent out and are charged on a flat rate basis at two and a half times the official rate for registered letters charged by the Post Office.

## 1.8 **Rates and terms and conditions of insurance**

If the **Company** intends to amend the terms and conditions of insurance and/or revise its rates, it may apply the said amendment and/or adjustment only with effect as from the next annual contract renewal date.

In this case, the **Company** is to notify the **Policyholder** of this amendment and/or adjustment at least thirty days before the effective date of the rate adjustment. However, the **Policyholder** shall be within his rights to cancel the contract within a period of sixty days from the date of dispatch of the annual premium notice specifying the rate change.

## 1.9 **Suspension and reinstatement**

- 1.9.1 **Suspension**

#### 1.9.1.1 Suspension by operation of law

The contract shall be suspended by operation of law in the event of transfer of the title of ownership of the insured vehicle. The suspension shall take effect as from 00:00 hours on the date of the transfer of the title of ownership. The **Policyholder** is to immediately notify the **Company** of the transfer of the title of ownership. At the same time of the said notification, he is required to hand in the vehicle's green card to the **Company**.

#### 1.9.1.2 Optional suspension

The contract may be suspended at the request of the **Policyholder** in the event the insured vehicle is taken off the road. In this case, the **Policyholder** is required to hand in the vehicle's green card to the **Company**.

#### 1.9.1.3 Effects of suspension

No claims occurring during the period of suspension shall be covered by the **Company**.

#### 1.9.1.4 Refund of premium in the event of suspension

The **Policyholder** shall be entitled to obtain a refund of the premium paid during the period of suspension if the suspension is equal to or longer than 2 months.

Reimbursement shall be made in proportion to the length of time during which the contract did not run, at the time of reinstatement of the suspended contract or, failing that, upon the expiry of a 12-month period as from the effective date of the suspension.

#### 1.9.2 Reinstatement

The **Policyholder** is under obligation to inform the **Company** of the purchase of a vehicle to replace the vehicle insured under the suspended contract, at which time the contract shall be reinstated.

The reinstatement of the suspended covers or of the suspended contract shall take place by mutual agreement between the parties subject to the terms and conditions and rates applicable on the effective date of the reinstatement. The reinstatement shall give rise to the issuance of a contract amendment.

### 1.10 Automatic Cancellation

The contract suspended by reason of default of payment of the premium shall be cancelled automatically after a continuous suspension of 2 years.

## 1.11 Optional cancellation

### 1.11.1 Cancellation cases

#### 1.11.1.1 Cancellation by the Policyholder

Art.	Right of cancellation	Cancellation notice period	Effective date of cancellation
1.11.1.1.1	each year on the annual premium due date;	at least thirty days before the annual premium due date;	at 00.00 hours on the annual premium due date;
1.11.1.1.2	each year in the event of tacit renewal;	at least thirty days before the tacit renewal date;	00.00 hours on the date of the tacit renewal;
1.11.1.1.3	if the <b>Company</b> has cancelled: <ul style="list-style-type: none"> <li>• one or more other covers provided for under the insurance contract;</li> <li>• another insurance contract held by the <b>Policyholder</b> further to a claim;</li> </ul>	within one month of the notification of to the <b>Policyholder</b> by the <b>Company</b> ;	upon the expiry of a one-month period counting from the day following notice of cancellation;
1.11.1.1.4	each year on the annual premium due date;	within thirty days after the date of dispatch of the premium notice;	the second working day following the date of dispatch of the letter of cancellation, but no earlier than the next contract renewal date;
1.11.1.1.5	in the event of an amendment to the terms and conditions of insurance subject to the terms set out in section 1.8;	within one month of the notification of the contract amendment by the <b>Company</b> ;	at 00.00 hours on the date of the next annual contract renewal date;
1.11.1.1.6	in the case of an increase in rates subject to the terms set out in section 1.8.	within sixty days of the date of dispatch of the premium notice;	the second working day after the date of dispatch of the letter of cancellation, but no earlier than the date of renewal.
1.11.1.1.7	failing agreement on the new premium in the event of a significant and lasting diminishment of the risk, subject to the terms and conditions set out in section 1.6.1.	upon the expiry of a one-month period following the request for a premium reduction by the <b>Policyholder</b> if the contracting parties were unable to agree on the new premium.	upon the expiry of a one-month period counting from the day of the notice of cancellation.

1.11.1.1 Cancellation by the Company

Art.	Right of cancellation	Cancellation notice period	Effective date of cancellation
1.11.1.2.1	each year on the annual premium due date;	at least sixty days before the annual premium due date;	at 00.00 hours on the annual premium due date;
1.11.1.2.2	each year in the event of tacit renewal;	at least sixty days before the tacit renewal date;	at 00.00 hours on the tacit renewal date;
1.11.1.2.3	after the occurrence of a claim giving rise to compensation;	within one month of the first payment of the benefit by the <b>Company</b> ;	upon the expiry of a one-month period counting from the day of the notice of cancellation;
1.11.1.2.4	for fraudulent failure by the <b>Policyholder</b> and/or Insured to the Insured to comply with his (their) obligations following a claim;	within one month of the discovery of the fraud;	as from the notice of cancellation;
1.11.1.2.5	in the event of non-payment of a premium or an instalment within ten days of its due date;		after a period of forty days following notice of default;
1.11.1.2.6	<p>in the event of unintentional omission or misstatement in the description of the risk at the time the contract was concluded, or in the event of aggravated risk during the life of the contract:</p> <ul style="list-style-type: none"> <li>• if the proposed amendment to the contract made to the <b>Policyholder</b> under the terms set out under sections 1.5 and 1.6.2: <ul style="list-style-type: none"> <li>- is refused;</li> <li>- is not accepted after a one month reflection period;</li> </ul> </li> <li>• if the <b>Company</b> proves that on no account would it have insured the risk;</li> </ul>	<ul style="list-style-type: none"> <li>• within fifteen days following: <ul style="list-style-type: none"> <li>- refusal by the <b>Policyholder</b>;</li> <li>- the expiry of a one-month reflection period, unless the <b>Policyholder</b> has expressly accepted the proposal;</li> </ul> </li> <li>• within one month from the date on which the <b>Company</b> had knowledge of the omission, misstatement or aggravated risk;</li> </ul>	<ul style="list-style-type: none"> <li>• upon the expiry of a one-month period counting from the day following the notice of cancellation;</li> <li>• upon the expiry of a one-month period counting from the day following the notice of cancellation;</li> </ul>
1.11.1.2.7	In the event of the decease of the <b>Policyholder</b> ;	within three months from the day on which the <b>Company</b> was informed of the decease;	upon the expiry of a one-month period counting from the day of the notice of cancellation;
1.11.1.2.8	in the event of bankruptcy of the <b>Policyholder</b> ;	within the month following the expiry of a three-month period after bankruptcy was declared;	upon the expiry of a one-month period counting from the date of the notice of cancellation;
1.11.1.2.9	in the event of suspension of more than twelve months.		no earlier than upon the expiry of the twelve months following the date of suspension.

1.11.1.3 Cancellation by the beneficiaries

Art.	Right of cancellation	Cancellation notice period	Effective date of cancellation
1.11.1.3.1	<p>in the event of decease of the <b>Policyholder</b>.</p> <p>If the cancellation is not requested, the contract continues without further formalities for the beneficiaries who remain jointly and severally liable for the obligations arising from insurance and until the transfer of the title of ownership of the insured vehicle or until the said vehicle is registered to a different name.</p>	within three months and forty days of the decease of the <b>policyholder</b> .	upon the expiry of a one-month period counting from the day following notice of cancellation

1.11.1.4 Cancellation by the receiver

Art.	Right of cancellation	Cancellation notice period	Effective date of cancellation
1.11.1.4.1	In the event of insolvency, bankruptcy or composition to prevent bankruptcy of the <b>Policyholder</b> ;	within three months following the event giving rise to such right of cancellation;	upon the expiry of a one-month period counting from the day of the notice of cancellation

1.11.1.5 Cancellation by the Commissioner in charge of controlled management

Art.	Right of cancellation	Cancellation notice period	Effective date of cancellation
1.11.1.5.1	in the event of controlled management,	within three months after the court decision to impose controlled management;	upon the expiry of a one-month period counting from the day following the notice of cancellation.

### 1.11.2 Cancellation forms

Cancellation of the contract shall be notified either by registered letter or served by a bailiff or by sending a cancellation letter with acknowledgement of receipt.

### 1.11.3 Refund of premium in the event of cancellation

The **Company** undertakes to reimburse the **Policyholder**, within thirty days of the effective date of cancellation, for the premiums paid in relating to the insurance period following the effective date of the cancellation, whatever the reasons for the cancellation of the contract. After this period, the legal interests shall accrue by operation of law.

## 1.12 Obligations in the event of a claim

In the event of claim, the Insured and/or the **Policyholder** shall:

1.12.1 take all reasonable measures to prevent and mitigate the effects of the loss;

1.12.2 report their claim to the **Company** in writing against acknowledgement of receipt or verbally as soon as possible and no later than 8 days, unless in case of a fortuitous event or a case of force majeure

1.12.3 specify in their notice of claim, or, if this is not possible, in a subsequent claim submitted as soon as possible, the date, nature, causes, circumstances, consequences and the location of the loss, the surnames, first names, age and legal addresses of the persons injured, the name and address of the party responsible for the damage and, if possible, witnesses, whilst also specifying if a record or report sheet was drawn up by the relevant authorities.

**Failure by the Policyholder and/or the Insured to complete the formalities set out in sections 1.12.1 to 1.12.3, except in the case of a fortuitous event or a case of force majeure, shall entitle the Company to reduce its benefit up to the amount of the loss it has suffered, as long as this is permitted under applicable laws;**  
**if the Policyholder or the Insured make false statements in bad faith regarding the date, the nature, causes, circumstances and effects of a loss, the Company may refuse or reduce its benefit as long as this is permitted under applicable laws;**

1.12.4 transmit to the **Company**, upon receipt, all notices, letters, summonses, subpoenas, writs, judicial acts and procedural records that are sent, delivered or served on them, their representatives or agents or any other parties concerned, under penalty, in the event of negligence, of being required to pay the **Company** all damages and interests due to repair the loss it has suffered;

1.12.5 refrain from any admission of liability, settlement, appraisal of damage, any payment or promise of compensation.

### 1.13 Exclusions

The present exclusions apply to all covers taken out with the exception of liability insurance (see section 4.9 of the special terms and conditions of the liability insurance). The following are never covered:

1.13.1 damage caused by the intentional or wilful misconduct of the Insured or with his complicity.

1.13.2 damaged caused when the driver of the insured vehicle does not hold a valid driving licence, as required under applicable law.

Nonetheless, the driving licence shall be considered valid when:

- The driver has failed to renew the duration of validity of his licence in compliance with legal requirements and if the driving licence thus expired was valid for the type of vehicle driven at the time of the claim;
- in the event of a claim caused in a country where the insurance is valid, the driver does not hold a valid driving licence, as required under the laws of the country concerned, but does however hold a driving licence valid in the Grand Duchy of Luxembourg;
- the driver holds a driving licence that is valid under the regulations of a Member State of the European Union.

A legal driving ban, the administrative withdrawal or suspension of the driving licence and failure to comply with restrictions (e.g. "valid only for a specially fitted vehicle due to a disability") or conditions (e.g. "only valid with corrective lenses") recorded on the driving licence shall be considered in the same way as the absence of a valid driving licence.

1.13.3 the damage caused by the driver where he was proven to have:

- either consumed alcohol in such a quantity that the alcohol level in the blood exceeds the legal limit under Luxembourg's traffic laws;
- or used drugs, narcotics or hallucinogens;
- or, after the accident, refused to submit to a (breathalyser) test or a blood test or avoided doing so by fleeing the scene of the accident.

1.13.4 damage caused to objects and animals transported.

1.13.5 the damage arising from the participation of the vehicle in races or speed, reliability or skill contests, even if permitted by the authorities, as well as in all preparatory trials for such races and contests. Speed, reliability or skill trials, even if



permitted by the authorities, performed individually or as a group shall be treated as races or contests.

1.13.6 the damage directly or indirectly relating to a requisition measure in any form, by a military or police force, armed or unarmed, by regular or irregular combatants, armed or unarmed.

1.13.7 the damage resulting from war or situations of a similar nature, from civil war, from a bacteriological or chemical attack, riots, terrorist attacks or labour disputes and all acts of collective violence, accompanied by rebellion against the authorities or otherwise, with the exception of self-defence, unless it is proved that the victim took no active part therein.

1.13.8 the damage directly or indirectly relating to the direct or indirect effects of explosion, effects of explosion, the release of heat, radiation deriving from the transmutation of atomic nuclei or radioactivity or radiation caused by the artificial particle radiation or any atomic phenomenon;

This exclusion extends to the transport and storage of weapons or instruments of war, all nuclear fuels and radioactive products or waste.

1.13.9 the damage relating directly or indirectly to volcanic eruptions, earthquakes, avalanches, falling stones or rocks, flooding, rising surface water or ground water, inadequate water discharge by sewers, tidal waves and any natural cataclysms.

## 1.14 **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
- the urgent and reasonable measures put in place at the Insured's impetus to avert the loss in the event of imminent danger or, if the loss had started, to prevent or mitigate the consequences thereof.

These costs shall be defrayed by the **Company** when they were incurred with the Insured acting like a reasonable man of ordinary prudence and even if the said efforts proved unsuccessful.

The **policyholder** undertakes to inform the **Company** of the measures he/she has taken relating to these costs as soon as possible.

It is specified that the **policyholder** shall still be liable for the costs of measures intended to avert a claim in the absence of imminent danger or when the imminent

danger is removed.

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

The above costs shall be defrayed by the Company to the extent that they relate exclusively to benefits insured under the present contract. As such, the **Company** is not liable for costs relating to uninsured benefits.

These costs shall be paid by the **Company** in full provided that the sum total of the said costs and the principal compensation due does not exceed, per Policyholder and per claim, the total sum insured.

These costs shall be defrayed only in proportion to the commitment of the **Company**.

The proportion of

this commitment and that of the **Policyholder**, at the time of a claim that may give rise to the application of the present contract, shall be determined by the percentage of portion of each in appraising the total amount involved.

#### **1.15 Benefits of the Company**

The **Company** shall pay out the benefits agreed as soon as it has received all the information relating to the occurrence, the circumstances and the amount of the claim.

It is specified that the deductibles shall be defrayed by the **Policyholder** at all times.

The amounts due shall be paid out within thirty days from the time when they were established. After this period, default interests shall be due at the legal rate of interest.

#### **1.16 Subrogation**

The **Company**, having paid the compensation, shall be subrogated - up to the amount thereof - to the rights and actions of the Insured or of the beneficiary against the third parties liable for the damage.

If, as a result of the actions of the Insured or the beneficiary, the subrogation can no longer produce its effects to the benefit of the **Company**, the latter shall be within its rights to claim the reimbursement of the compensation up to the amount of the loss incurred.

The subrogation may not be detrimental to an Insured or a beneficiary who has been compensated only in part. In this case, the latter may exercise their rights for the remaining amount due to them and in this respect retain preference over the **Company** in compliance with Section 1252 of the Civil Code.

### 1.17 Multiple policyholders

If there are several **Policyholders**, each shall act on behalf of the other. All **Company** communications addressed to one of them shall be valid with regard to all. In addition, they shall be jointly and severally liable for the obligations arising from the contract.

### 1.18 Domicile and correspondence

By operation of law, the elected domicile of the **Policyholder** is that stated in the specific terms and conditions, unless the **Policyholder** has notified the **Company** in writing of a change of domicile.

Notifications by the **Policyholder** to the **Company** should be addressed in writing to the Company's registered office.

The **Policyholder** must immediately declare to the Company, by registered letter, all changes of address abroad.

During the life of the contract, notifications sent by the **Company** shall be considered to be valid if made to the Policyholder's legal address.

During the life of the contract, notifications sent by the **Company** shall be considered to be valid if made to the known domicile of the **Policyholder**.

### 1.19 Disputes

If, despite efforts by the **Company** to resolve problems that may occur during the life of the insurance contract, the **Policyholder** has not received a satisfactory response, he is invited to portion his grievances with the **Company's** General Management. He is also free to take the matter to the Commissariat aux Assurances or to the mediation body established at the impetus of the Association of Insurance Companies and the Luxembourg Union of Consumers, without prejudice to his right to institute legal proceedings.

### 1.20 Competent jurisdiction

All disputes between the **Policyholder** and the **Company** arising from the insurance contract come under the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg, without prejudice to the application of international treaties or agreements.

### **1.21 Limitation periods**

All actions arising from the contract shall become time-barred three years after the event that triggered such action. This limitation period may be extended within the confines set out by law.

Any action arising from the contract is prescribed three years after the event that triggered such action. This prescription may be extended within the limits provided by law.

### **1.22 Applicable law**

The contract is governed by the laws of the Grand Duchy of Luxembourg.

## **2 Special terms and conditions - Assistance**

The provisions below set out to define the Assistance cover granted only to **insured** persons who have taken out an annual car insurance policy.

## 24/7 assistance

You are eligible for "24/7" assistance from the effective date of your liability insurance or vehicle protection insurance. Your specific terms and conditions state that the "24/7 assistance" cover has been granted.

### 2.1 HELPLINE (+352) 45 30 55

The helpline provides round the clock information about the formalities in the event of accident or **breakdown** (filling in the accident statement, what to do in case of injury, what to do with the vehicle, etc.).

The helpline also provides details of:

- the nearest hospitals and ambulance services;
- pharmacies, hospitals and doctors on call;
- childcare facilities, nursing homes, retirement homes;
- home care services (care, domestic help, childcare, home health care worker, care of animals);
- emergency repair services available 24/7 (plumbing, carpentry, electricity, locksmiths, glazing, gardening, electrical installation and repair);
- garages and roadside breakdown services.

### 2.2 Definitions

#### 2.2.1 Road 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 journey or maintain travel plans with the said vehicle, or resulting in abnormal or dangerous driving conditions (as defined in the Highway Code) affecting the safety of persons or the vehicle.

#### 2.2.2 Insured

Provided that they are domiciled in the Grand Duchy of Luxembourg (**or area of residence**) and are habitually resident there, the **insured** persons are:

- the **Policyholder** (or – if a legal person – the physical person designated in the specific terms and conditions);
- the spouse or cohabiting partner of the **Policyholder**;

- the children of the Policyholder or those of their insured partner, even if not living under the roof of the Policyholder, if they are under 25, unmarried and dependent for tax purposes;
- any other relative having their usual domicile at the home of the **Policyholder**.

The authorised passengers of the **insured vehicle**, when in the vehicle from the beginning of the journey, with the exception of hitchhikers, are eligible for the assistance provided to the vehicle (section 2.5) and the assistance provided to the insured occupants (2.6), but only in the event of a **technical incident**.

#### 2.2.3 Competent medical authority

A medical practitioner recognised under Luxembourg law or under the applicable laws of the country concerned.

#### 2.2.4 Luggage

Personal effects carried by the **Insured** or carried on board the **insured vehicle**. The following are not regarded as **luggage**: glider, boat, commercial merchandise, scientific equipment, construction materials, home furnishings, horses, cattle.

#### 2.2.5 Domicile

The 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**) specified in the specific terms and conditions.

#### 2.2.6 Abroad

All territories outside the Luxembourg border or beyond a radius of 50 km from the habitual residence of the **Insured**, if this is located in a territory neighbouring the Grand Duchy of Luxembourg.

#### 2.2.7 Medical evacuation

Transport to a medical centre in Luxembourg or **abroad** of a sick or injured **insured** person accompanied by medical personnel (physician and/or nurse). A **medical evacuation** is only used in cases of medical emergency when there is no possibility of appropriate treatment on-site.

#### 2.2.8 Hotel expenses

The **hotel expenses** defrayed under the insurance relate to room and breakfast.

#### 2.2.9 Fire

All damage caused by fire, explosion, implosion, flame jets and/or lightning strikes that result in the immobilisation of the **insured vehicle** at the scene of the event.

#### 2.2.10 Technical incident

The following events shall be considered as a **technical incident**:

- a road **traffic accident**;
- **fire**;
- vandalism or malicious acts (i.e. damage caused by a stupid and gratuitous act);
- **theft and attempted theft**;
- damage caused by an animal

resulting in the immobilisation of the vehicle at the scene of the event or causing abnormal or dangerous driving conditions within the meaning of the Highway Code, affecting the safety of persons or of the vehicle.

#### 2.2.11 Service provider

**INTER PARTNER ASSISTANCE** Insurance Company

authorised under code no. 0487 to provide tourism insurance

(Royal Decrees of 04/07/1979 and 13/07/1979 – Belgian Official Journal of 14/07/1979)

whose head office is located at B-1050 Brussels, Avenue Louise 166 BP1,



(+352) 45.30.55 or (+32) 2.550.04.00 -



(+32) 2.552.52.23,

with registered office at B-1050 Brussels, Avenue Louise 166, BP1, which undertakes to perform all the covered assistance services on behalf of the **Company**.

All requests for services under the present contract must therefore be addressed to **INTER PARTNER ASSISTANCE**.

The personal details about the insured that are communicated to the insurer under the contract are processed with a view to insurance management, customer management, the fight against fraud and litigation management by **AXA Assurances Luxembourg** and Inter Partner Assistance SA, Avenue Louise 16/1, 1050 Brussels and may be transferred by the latter to the service providers and subcontractors whose services it calls on and which may be located outside of the European Union, including, amongst others, AXA Business Services, for the data collected by the latter as part of the delivery of assistance services.

#### 2.2.12 Repatriation

The return of the **Insured** to their legal **domicile** in the Grand Duchy of Luxembourg (**or area of residence**) and the return of the **insured vehicle** to the garage chosen by the **Insured** located in the vicinity of his domicile.

#### 2.2.13 Residual value of the insured vehicle

The **residual value** is the value of the vehicle as established by an expert after the **technical incident**.

#### 2.2.14 Insured vehicle

Provided it is in a roadworthy condition, an automotive land vehicle belonging to stautalux categories 11-17 and 31-37 with a maximum authorised mass (MAM) that does not exceed 3.5 tonnes or a two-wheeled vehicle with a capacity of no more than 50 cm<sup>3</sup> (stautalux categories 71-76) described under the specific terms and conditions, equipped with audio-visual or communication options, accessories and equipment which form an integral part thereof.

When towed by the **insured vehicle**: trailer, motorhome, caravan whose maximum authorised mass does not exceed 3.5 tonnes or whose length does not exceed 6 metres.

#### 2.2.15 Theft and attempted theft

Any fraudulent misappropriation of the **insured vehicle** that has been reported to the competent authorities, or attempted misappropriation that makes it impossible to continue the journey or maintain travel plans, or that leads to abnormal or dangerous driving conditions within the meaning of the Highway Code.

#### 2.2.16 Area of residence

Grand Duchy of Luxembourg and its neighbouring territories within a radius of 50 km beyond the Luxembourg border.

### 2.3 Object and scope of the assistance cover

#### 2.3.1 Assistance further to a technical incident

##### 2.3.1.1 Object

The **service provider** shall cover up to the amounts specified, including taxes, assistance services when the **Insured** suffers any of the random events listed under the definition of "**technical incident**".

##### 2.3.1.2 Territorial scope

Barring the exceptions specific to certain services, the assistance service is granted in countries where the compulsory liability insurance of the **insured vehicle** is valid.

#### 2.3.2 Taxi joker for young drivers

##### 2.3.2.1 Object

The **service provider** shall arrange and cover the costs of sending a taxi to take the young driver back **home**.



To be eligible for this service, the young driver must:

- be under the age of 25
- be the authorised driver of the **insured vehicle**
- be in a state of inebriation or in a state making them unfit for driving
- call the **service provider** (+352) 45.30.55 to arrange the service at the time the incapacity to drive is established.

#### 2.3.2.2 Territorial scope

The distance between the place where the service is provided and the home must be no more than 70 km.

#### 2.3.2.3 Number of interventions

This service is provided up to a maximum of three times per insurance year.

## 2.4 Conditions governing the granting of the assistance service in the event of a technical incident

2.4.1 In the case of a random event, the **Insured** must lodge their request for assistance with the **service provider** as soon as the event takes place, unless expressly specified otherwise in certain covers.

2.4.2 In the case of an intervention **abroad**, the service is granted only on the condition that the **Insured** has not spent more than 90 consecutive calendar days away from his **domicile**. Any events occurring after this period will not be eligible for cover.

2.4.3 There is no entitlement after the event to a refund or compensation for services not requested at the time of the event, or for those refused by the **Insured** or arranged without the consent of the **service provider**. However, an exception to this rule is made for the cost of towing the vehicle to the nearest garage, as specified in section 2.5.1, when the **technical incident** occurred on a traffic lane where access is exclusively restricted to towing vehicles authorised by the local authorities.

2.4.4 The decision on the most appropriate means of transportation shall be taken by the **service provider**. If the distance is less than 1,000 km, the priority means of transport will be rail (1st class). If the distance is greater than 1,000 km, the priority means of transport will be a scheduled flight by airplane (economy class).

## 2.5 Vehicle assistance in the event of a technical incident

2.5.1 Roadside assistance - towing in the event of a technical incident in the Grand Duchy of Luxembourg (or area of residence) or abroad

If the **insured vehicle** is immobilised further to a **technical incident**, the **service provider** shall arrange and cover the costs of either sending roadside assistance on-site or, if it is impossible to repair the problem on-site, of sending a transporter to tow the **insured vehicle** to the nearest garage chosen by the Insured or to a partner garage.

In the event that the **Insured** does not call on the service provider for the roadside assistance or towing of their vehicle, the latter shall refund the expenses incurred up to a maximum of € 200 upon presentation of the original receipts.

#### 2.5.2 Transport - repatriation of the insured vehicle further to a technical incident in the Grand Duchy of Luxembourg (or area of residence) or abroad

If, further to a **technical incident**, the **insured vehicle** cannot be repaired within a period of less than:

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

the **service provider** shall arrange and cover the costs of transporting and **repatriating** the **insured vehicle** as soon as possible to the garage chosen by the **Insured** located near their **home**.

The intervention of the **service provider** shall never exceed the **residual value** of the vehicle. If the transportation costs exceed this value, the intervention of the **service provider** shall be capped at the same amount.

A description of the vehicle shall be established during assistance and delivery.

The **service provider** waives all and any liability for any delays suffered by the operation, any damage, vandalism, **theft** of items or accessories suffered by the vehicle during its immobilisation and transport.

If the **Insured** decides to have his vehicle repaired on the spot, without waiting for completion of the repairs, the **service provider** shall arrange transportation to recover the repaired vehicle and, if necessary and only if **abroad**, cover the costs of one night's hotel accommodation up to a maximum of € 80.

#### 2.5.3 Sending of spare parts in the event of a technical incident abroad

If the **insured vehicle** is immobilised **abroad** further to a **technical incident** and it is impossible to locally purchase the spare parts needed to return the vehicle to proper working order, the **service provider** shall arrange and cover the costs of sending such parts by the fastest means in due consideration of local and international laws. The references of the parts required shall be provided by the **Insured** at his sole responsibility.

In all cases, the **service provider's** cover shall be limited to the cost that would have been incurred by the **repatriation** of the **insured vehicle** or its **residual value** if lower than the cost of **repatriation**.

The **Insured** undertakes to refund the price of parts within two months from the date of shipment. The **service provider** is not required to intervene in cases of force majeure such as the situation whereby the parts required are no longer built by the manufacturer or the unavailability of parts from the wholesaler or the authorised dealer.

#### 2.5.4 Stolen vehicle recovered within the territorial scope of the contract

- The **insured vehicle** is found in proper working condition:

The **service provider** shall arrange and cover the costs:

- of either sending out a driver, or a roadside assistance-transporter to return the vehicle to the **Insured's home**;

- Or of the travel of the **Insured** to go and retrieve his vehicle.

- The **insured vehicle** is recovered but it is immobilised:

The **service provider** shall arrange transportation and **repatriation**, in compliance with and subject to the conditions set out in section 2.5.2.

If necessary, but only **abroad**, the service provider shall cover the costs of one night's hotel accommodation up to a maximum of € 80 per **Insured**.

To qualify for this cover, the **Insured** is under obligation to report the event to and press charges with the local authorities within 24 hours from the occurrence of the theft or from the moment he became aware thereof.

On his return, the **Insured** must provide the **service provider** with the original receipt of the charges pressed.

#### 2.5.5 Storage costs

In the event of transportation and **repatriation** (section 2.5.2) of the **insured vehicle**, the **service provider** shall contribute by no more than € 125 towards any storage costs arising from the date of the request for assistance by the **Insured** until the day of the vehicle is removed from storage by the transporter assigned by the **Insured**.

## 2.6 Assistance to insured occupants in the event of a technical incident or theft of the insured vehicle

### 2.6.1 In the case of immobilisation for less than 5 days

The **service provider** shall contribute by no more than € 80 per **Insured** to unforeseen hotel expenses

if the **Insured** decide to await the repairs on-site. The full contribution of the service provider for the hotel nights (maximum 4) is therefore € 320 per **Insured**.

If the **Insured** does not wish to wait for the repair on-site, the **service provider** shall contribute by no more than € 125 to the costs of continuing the journey and of recovering the repaired vehicle or of the return **home**. The intervention of the service provider is increased to a maximum of € 250 if the technical incident takes place **abroad**.

No other costs, including meal expenses, shall be covered by the **service provider**.

#### 2.6.2 In the case of immobilisation for longer than 5 days

The **service provider** shall arrange and cover the costs of either the return of the **Insured** to their **home** in the Grand Duchy of Luxembourg (or **area of residence**) or their transit to their destination.

If the **Insured** decide to continue the journey, the intervention of the **service provider** is limited to the expenses that their return **home** would have entailed.

The final decision regarding means of transport rests with the **service provider**.

#### 2.6.3 Psychological assistance

If the **Insured** has been the victim of a carjacking or was involved in an accident resulting in bodily harm, the **service provider** shall provide the **Insured** with psychological support by telephone.

## 2.7 Exclusions

### 2.7.1 Exclusions common to all covers

The exclusions of the common general terms and conditions apply. Moreover, the following are not refunded:

- the expenses incurred by an Insured without the prior consent of the service provider, unless otherwise specified in the specific terms and conditions;
- meal expenses;
- taxi fares, except those expressly provided for in the present special terms and conditions;
- the costs foreseen before departure for travel abroad (living expenses on-site, etc.);
- reasonably foreseeable harmful effects of an act or omission perpetrated by the Insured;
- events caused by an intentional act, suicide or attempted suicide of the Insured;
- the need for assistance arising within the framework of a technical incident while the Insured is in a state of alcoholic intoxication punishable under criminal law or in a similar state resulting from products other than alcoholic beverages or while the Insured performs a rash act, a bet or a challenge;
- the services it cannot cover as a result of force majeure;

- all costs not expressly listed as being covered in the present special terms and conditions.

#### 2.7.2 Exclusions relating to personal assistance

The cover does not apply to:

- the costs of medical treatment and prescription medicines and/or procured in the Grand Duchy of Luxembourg (or area of residence) further to an accident that occurred abroad;
- the costs of preventive medicine and spa treatments;
- costs of diagnosis and treatments not recognised by social security;
- the purchase and repair of prostheses in general, including eyeglasses, contact lenses, etc.;
- the costs of staying in a nursing home;
- the costs of rehabilitation, physiotherapy and chiropractic.

#### 2.7.3 Exclusions relating to vehicle assistance

The following are not eligible for the cover of the service provider:

- the costs to be incurred for roadside assistance or towing in the event the insured vehicle is inaccessible to representatives of the service provider;
- the claims suffered by the Insured due to the unavailability of the vehicle;
- maintenance and repair costs of the insured vehicle, including the cost of spare parts;
- fuel and toll costs;
- expenses resulting from damage during transportation, towing or repatriation;
- all costs whatsoever when the insured vehicle is not roadworthy.

## 2.8 The undertakings

### 2.8.1 The undertakings of the Insured

#### 2.8.1.1 Notice of Claim

- The **Insured** is to report the occurrence of the claim to the **service provider** as soon as possible;
- The **Insured** is to promptly furnish all relevant information and respond to inquiries with a view to determining the circumstances and assessing the extent of the claim.

To ensure that assistance is optimally organised and, in particular, to agree on the most appropriate means of transport (plane, train, etc.), the **Insured** is to contact the **service provider** before any intervention and only incur assistance expenses with the **service provider's** consent.

Failure to do so shall mean that these costs are reimbursed up to the amounts specified in the present special terms and conditions and within the limits of those incurred by the **service provider** had it arranged the service itself.

2.8.1.2 Duties of the **Insured** in the event of a claim

2.8.1.2.1 The **Insured** shall take all reasonable measures to prevent and mitigate the effects of the claim.

2.8.1.2.2 Thereafter, the **Insured** undertakes, within two months at the utmost after the occurrence of the incident and the intervention of the **service provider** to:

- provide original receipts for the expenses incurred;
- provide evidence of the facts that grant entitlement to the covered services;
- return as a matter of course the tickets that have not been used because the **service provider** has covered the costs of such transport;
- where the **service provider** has advanced medical costs, by operation of law it is for the Insured to undertake all the necessary steps and procedures vis-à-vis the social security and/or insurance bodies covering the same costs to recover the amounts and repay them to the **service provider**.

2.8.1.3 Sanctions

2.8.1.3.1 **If the Insured fails to comply with any of the obligations set out above (sections 2.8.1.1 and 2.8.1.2.1) and this results in a claim for the service provider, the latter shall be within its rights to claim a reduction in cover provided equal to the amount of the claim suffered.**

2.8.1.3.2 **The provider may refuse to provide cover if the Insured has failed to comply with the obligations set out above (sections 2.8.1.1 and 2.8.1.2.1) with the intent to defraud.**

2.8.2 [The undertakings of the service provider](#)

The **service provider** shall make every effort to assist the **Insured** within the framework of its obligation of means.

However, on no account shall the **service provider** accept liability for non-execution or delays caused by:

- a civil or foreign war;
- a general mobilisation;
- requisitioning of men and equipment by the authorities;
- all acts of sabotage or terrorism committed as part of concerted actions;
- industrial conflicts, such as strikes, rioting, civil commotion, lockouts, etc.;
- the effects of radioactivity;
- all cases of force majeure preventing the performance of the contract.

### **3 Special terms and conditions - replacement vehicle**

The present special terms and conditions apply only to insured persons who have taken out an annual automobile insurance contract.

#### **3.1 Definitions**

### 3.1.1 Immobilising loss

A loss involving the immobilisation of the **insured vehicle** at the scene of the events or that results in abnormal or dangerous driving conditions within the meaning of the Highway Code, affecting the safety of persons or the vehicle due to the following events: road traffic accident, fire, vandalism or malicious acts (i.e., damage caused by a stupid and gratuitous act), theft and attempted theft, damage caused by an animal.

### 3.1.2 Non-immobilising loss

A loss where the **insured vehicle** is still roadworthy after one of the events covered by “damage to the vehicle, fire, theft, glass breakage and collision with animals” insurance.

### 3.1.3 Insured vehicle

#### 3.1.3.1 The **vehicle insured** in the event of a **non-immobilising** loss.

The motor vehicle described in the specific terms and conditions whose:

- maximum authorised mass (MAM) does not exceed 3.5 tonnes;
- stataulux category is classified:
  - 11 to 17 cars, commercial vehicles, utility vehicles;
  - 31-37 vans (MAM ≤ 3.5 T).

#### 3.1.3.2 The **vehicle insured** in the event of an immobilising loss.

The automotive vehicle described in the specific terms and conditions whose:

- maximum authorised mass (MAM) does not exceed 3.5 tonnes or is a motorcycle of over 50 cm<sup>3</sup>;
- stataulux category is classified:
  - 11 to 17 cars, commercial vehicles, utility vehicles;
  - 31 to 37 vans;
  - 71 to 76 motorcycles.

## 3.2 Object and scope of the "replacement vehicle" cover

### 3.2.1 Non-immobilising loss

#### 3.2.1.1 Territorial scope

The cover is granted only in the Grand Duchy of Luxembourg.

#### 3.2.1.2 Object of the cover

In the event of an immobilising loss covered under the “material damage to the vehicle, fire, theft, glass breakage, collision with an animal” insurance, the **Company** agrees for a replacement vehicle to be made available to the **Insured** with a cylinder capacity not exceeding 1.309 cm<sup>3</sup>.



The cover is granted when the Insured is eligible for a liability insurance no-claims bonus equal to or lower than 11.

The duration of the availability of the replacement vehicle is limited to the repair time established in the claim assessment report or in agreement with the **Company** and up to a maximum of 10 consecutive days.

However, in the event of glass breakage, the availability of the replacement vehicle shall be confined to 1 day.

#### 3.2.1.2.1 Replacement vehicle cover

This cover assumes that the **Insured** calls on the services of the **Company** and accepts the vehicle proposed by the partner repair garage or hire company authorised by the **Company**.

**Unless otherwise agreed at the time the cover is granted, the Insured must fetch the replacement vehicle and return it after use to the partner repair garage or to the authorised hire company that provided it.**

#### 3.2.1.2.2 Refund of rental costs

If the **Insured** rents a vehicle other than that proposed by the partner repair garage or hire company approved by the **Company**, the latter shall refund the rental cost on the basis of documentary evidence and up to a maximum limit of € 30 per day.

#### 3.2.1.2.3 Flat rate per diem allowance in the **event of a non-immobilising** loss other than glass breakage.

If the **Insured** decides against the replacement vehicle, the **Company** shall pay a daily allowance of €15 for up to a maximum of 10 consecutive days, on the basis of the number of repair days, established by way of a claim assessment.

### 3.2.2 Immobilising loss

#### 3.2.2.1 Territorial scope

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

#### 3.2.2.2 Object of the cover

The provision of a replacement vehicle is granted only if the **Insured** has called on the **“24/7 assistance”** cover brought by the **Company’s** service provider for roadside assistance or towing of the **insured vehicle**.

#### **Service provider:**

**INTER PARTNER ASSISTANCE** with registered office at

B -1050 Brussels, Avenue Louise 166 BP1,



(+352) 45.30.55 or (+32) 2.550.04.00 -



(+32) 2.552.52.23.

In the event of a loss **immobilising** the **insured vehicle**, **Inter Partner Assistance** shall provide the **Insured** with a replacement vehicle

- Category B (compact and medium size car) if the insured vehicle is a motorcycle (stataulux 71-76).
- Category B (compact and medium size car) if the insured vehicle is a car (stataulux 11-17) or van (stataulux 31-37) and the contract does not include the "Assistance Plus 24/7" cover.
- from the same category as the **insured** vehicle if it is a car ( stataulux 11-17) and if the contract includes the "Assistance Plus 24/7" cover. The service provider undertakes to provide a model that is as close as possible to the insured car, subject to availability.
- the same volume – without exceeding 18 m<sup>3</sup> – as the insured vehicle if it is a van (stataulux 31-37) and the contract includes the "Assistance Plus 24/7" cover. chosen by the Insured at the repair garage or hire company approved by the service provider according to local availability.

The replacement vehicle shall be granted for a maximum period of:

- 5 consecutive calendar days under the "24/7 assistance" cover;
- 10 consecutive calendar days under the "24/7 assistance" cover if the contract includes a "Perfect" or "Perfect Plus" formula
- 31 consecutive calendar days in the event of a total write-off or total theft of the **insured vehicle** belonging to stataulux categories 11-17 (cars) or 31-37 (vans) if the contract includes the "Assistance Plus 24/7 " cover. In the event of total theft, the benefit is due if the theft cover was taken out and the theft was duly reported to the police within 24 hours following such time as the **Insured** became aware of the theft.

In addition, the provision of a replacement vehicle is subject to compliance with the conditions and rules laid down by the company supplying the vehicle.

The conditions generally imposed include:

- designation of a main driver over the age of 25 years at the time the car is provided;
- payment of a deposit usually via a credit card imprint;
- being in possession of a driving licence for the type of vehicle made available for more than a year;
- the driver must not have been disqualified from driving in the year preceding the rental application.

Any use of the replacement vehicle beyond the period of coverage, the fines incurred, tolls, the cost of supplemental insurance and the insurance deductible for any damage to the vehicle, shall be defrayed by the **Insured**.

### 3.3 Exclusions

The exclusions of the general terms and conditions common to all covers shall apply.

## 4 Special terms and conditions – Liability insurance

The present special terms and conditions shall apply if the specific terms and conditions specify that the “liability insurance” cover has been granted.

### 4.1 Definitions

#### 4.1.1 Act of terrorism

The term "**act of terrorism**" is understood as a violent operation organised and perpetrated on ideological, political, economic or ethnic grounds, executed individually

or through one or more groups of persons acting on their own behalf for or in connection with one or more organisations with the intention of putting pressure on a government and/or instilling fear in all or part of the population.

#### 4.1.2 Insured

The owner and any holder or any driver of the **insured vehicle** or any person transported every time their liability insurance is involved.

#### 4.1.3 Main driver

The driver named in the specific terms and conditions.

#### 4.1.4 Injured persons

The people who have suffered a claim giving rise to the benefit of the cover under the contract and their beneficiaries.

#### 4.1.5 Claim

Any harmful event of a nature to trigger a claim under the contract.

#### 4.1.6 Insured vehicle

The vehicle described in the specific terms and conditions and any vehicle that is coupled to this vehicle is considered part of it.

## 4.2 Object and scope of the insurance

4.2.1 In compliance with Luxembourg law on liability car insurance, the **Company** covers the **Insured's** liability insurance for damage caused by the **insured vehicle** to persons, including passengers and property.

4.2.2 When the insurance only covers a trailer, the **Company** only covers the damage caused by the trailer in an uncoupled state.

4.2.3 The insurance covers the liability insurance of vehicles on public roads, on land open to the public and non-public land but open to a number of persons entitled to use this land.  
Unless otherwise agreed, the cover also applies to the roads and land not listed above.

4.2.4 The insurance includes both cover for justified claims and defence against unjustified claims.

#### 4.2.5 Territorial scope

The insurance is valid in countries whose national insurance offices have contractual relations in place with the Luxembourg Office pursuant to the agreement reached on

30.05.2002 between the national insurance offices of the Member States of the European Economic Area and other Associate States and its subsequent amendments. The green card confirming insurance cover is valid only to specify the territorial scope of the insurance coverage.

These countries are, without prejudice to any future amendments:

Albania, Austria, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus\*, Czech Republic,

Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Islamic Republic of Iran, Israel, Italy, Latvia, Lithuania, Luxembourg, Macedonia (FYROM), Malta, Moldova, Montenegro, Morocco, The Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia\*, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom of Great Britain and Northern Ireland and the principalities of Andorra and Monaco, Vatican City, Liechtenstein and San Marino.

\* with the limits of insurance in certain regions as specified on the green card.

### 4.3 Sums insured

4.3.1 The **Company's** cover is unlimited.

4.3.2 However, it is limited to € 2,500,000 per **claim** for property damage caused by fire, jet flames, explosion or pollution to the natural environment.

4.3.3 In addition, coverage is limited to € 12,500,000 per **claim** for damage resulting from **acts of terrorism**.

4.3.4 If several **people have been injured** and the total compensation due exceeds the sum insured, the rights of the **injured parties** against the **Company** are reduced in proportion to that amount. However, if the **Company** has paid out in good faith an **injured person** a sum greater than the portion payable to them because it was unaware of the existence of other claims, it shall only be liable to the other **injured persons** up to the balance of the sum insured.

### 4.4 Recourse of the Company against the Insured when the number of persons carried exceeds the maximum limit or passengers are carried on "unofficial" seats

#### 4.4.1 Number of insured seats

The number of seats insured must match the number of seats specified in the vehicle registration certificate.

The number of passengers carried will be determined in accordance with the provisions of road traffic law. The driver is included in the number of passengers carried.

#### 4.4.2 Deductible numbers and “unofficial” seats

##### 4.4.2.1 Deductible passengers

When transporting people

- inside a vehicle intended for the carriage of persons
- in the cab of a vehicle intended for the carriage of goods,

there is no insurance cover for passengers if the number of passengers exceeds the number of seats insured. In this case, the **Company** is liable only for the payment of compensation and related fees in proportion to the existing ratio between the number of seats insured and the number of passengers.

In view of the deductible number of people and proportional non-insurance, the front seats and rear seats must be considered separately.

##### 4.4.2.2 Transport of persons on “unofficial” seats

For the carriage of persons

- on the inner and outer parts of a vehicle intended for the carriage of persons or goods
- on a motorcycle, tractor, or machine
- inside the body of a vehicle intended for the carriage of goods,

no insurance cover applies to persons not occupying a seat listed in the vehicle registration certificate.

##### 4.4.2.3 As the aforesaid non-insurance is legally unenforceable against the persons carried and their beneficiaries, the **Company** maintains the right of recourse against the **Insured** limited to € 3,000:

- for the portion of the compensation that falls under the non-insurance;
- for all sums paid provided this is justified by a causal relationship between the fact that there were an deductible number of people and the cause of the accident.

#### 4.5 Damage occurred abroad

The following provisions shall apply in the event of a **claim** occurred in a foreign country covered by this insurance:

- 4.5.1 The **Company** provides liability insurance cover to the **Insured** according to the laws, principles and international conventions that apply in the said country in the area of liability insurance.
- 4.5.2 The **Company** also provides cover under the provisions of the present contract. However, if the laws, principles and international conventions enforce legislation in the field of liability insurance car insurance that requires more extensive coverage than that provided under the terms of the present contract, the **Company** shall grant these more extensive covers.
- 4.5.3 The **Insured** authorises the Luxembourg Office of Car Accident Insurers and the similar office of the foreign country, or any organisation that serves the same purpose, to receive the notifications, to investigate and settle on its behalf any claim for damages and interests that invokes its liability in respect of third parties, in accordance with the law on compulsory insurance in force in this foreign country.
- 4.5.4 The **Company** shall give its personal guarantee or pay a bond when the driver is imprisoned or the **insured vehicle** is seized and a bond intended for the compensation of **injured parties** is required in order to release the prisoner or to obtain the return of the vehicle.
- If the bond was paid by the **Insured**, the **Company** shall replace it with its own personal bond or, if this is not authorised, shall refund the **Insured**. On no account will the amount paid out by the **Company** be permitted to exceed € 12,500.
- Upon release of the bond, the **Insured** is to complete all formalities required for the bond to be refunded to the **Company**, under penalty of damages plus interest. The **Insured** is required to refund the **Company** at the latter's first request when the bond is forfeited or used to pay a fine, a plea bargain or court fees relating to the criminal proceedings.
- 4.6 Voluntary rescue**
- 4.6.1 Any person who, in a private capacity, provides free and voluntary rescue assistance on-site to people injured in the course of a road traffic accident in which an **insured vehicle** is involved, is entitled to a refund of expenses incurred as a result of this rescue by the **Company** insuring this vehicle up to a maximum of € 750.
- If several vehicles are involved in the accident, the person who came to the rescue may submit their claim to any of the companies involved. This company will pay the disbursements incurred regardless of the potential liability of its **Insured**.
- 4.6.2 This cover is secondary to any refund to which these persons are entitled pursuant to statutory or regulatory social security provisions.

4.6.3 This cover shall not be granted to persons who, on a professional or voluntary basis, are involved in the search and rescue as members of an rescue or emergency organisation.

## 4.7 Deductibles

Where the contract provides for a personal contribution from the **Policyholder** for the settlement of the claim (deductible), this contribution cannot exceed:

- € 1,500 per **claim**, when the **policyholder** is a physical person;
- € 6,000 per **claim**, when the **policyholder** is a legal person.

### 4.7.1 Establishing an deductible

The contract may provide for an deductible, the amount of which has been laid down in the specific terms and conditions.

### 4.7.2 Obligations of the Company towards injured parties

The deductibles that may apply in the event of a **claim** are unenforceable against **injured persons**. However, the **Company** reserves a right of recourse against the **Policyholder**.

### 4.7.3 Obligations of the Policyholder in relation to the reimbursement of deductibles

4.7.3.1 The **Policyholder** shall repay the **Company** for:

- any **claim**, including costs and interests, equal to or less than the total amount of the deductibles applicable in the event of a **claim**;
- the portion equal to the total amount of the deductibles applicable if the **claim**, including costs and interest, is greater than this total amount.

4.7.3.2 The **Policyholder** is under obligation to refund his contributive share within 30 days from the relevant request addressed to him by the **Company** by registered letter. This registered letter shall contain proof of payment of the benefit by the **Company**.

## 4.8 Excluded persons

The following are excluded from compensation:

4.8.1 any Insured whose liability is invoked to repair the claim.

4.8.2 the perpetrators, accomplices and accessories of the theft of a vehicle that caused the damage.



4.8.3 the persons who voluntarily took place in the vehicle which caused the damage, when the Company is able to prove that they knew the vehicle was stolen.

## 4.9 Exclusions and/or recourse

4.9.1 Unless the specific terms and conditions provide otherwise, the following are excluded from coverage, and are consequently open - after the injured third parties have been compensated - to recourse by the Company, limited to a maximum of € 3,000 per claim when the right of recourse is exercised against a physical person, as set out in section 4.11.2 below:

4.9.1.1 the damage incurred when it can be proven that the vehicle was driven by a person who had:

- either consumed alcohol in such a quantity that the alcohol level in their blood was higher than the legal limit laid down under Luxembourg law regulating traffic on all public highways;
- or used drugs, narcotics or hallucinogens;
- or refused after the accident to submit to a (breathalyser) test or a blood test or avoided doing so by leaving the scene of the accident.

4.9.1.2 damage caused when the vehicle has been hired out.

4.9.1.3 damage caused by drivers who are applying for a Luxembourg driving licence. In the event of agreement inserted into the specific terms and conditions, the insurance will be valid only if the applicant meets the requirements laid down in this regard by the traffic regulations on all public highways.

4.9.1.4 damage caused when the driver is not the holder of a valid driving licence, prescribed by the relevant regulations. When the driver has failed to renew the duration of validity of their licence in compliance with applicable legal requirements, this exclusion will be inapplicable if the licence thus expired would have been valid for the type of vehicle driven at the time of the claim.

However, the driving licence is still considered valid:

- when, in the event of claim caused in a country where the insurance is valid, the driver does not hold a valid driving licence, required by the regulations of the country in question, but nevertheless holds a valid driving licence issued in Luxembourg;
- if the driver holds a valid driving licence under the legislation of a Member State of the European Union.

A legal driving ban and administrative withdrawal or suspension of the driving licence and failure to comply with restrictions (e.g. "valid only for a specially fitted vehicle due

to a disability") or conditions (e.g. "only valid with corrective lenses") recorded on the driving licence shall be considered in the same way as the absence of a valid driving licence.

- 4.9.1.5 damage caused to goods that are transported by the insured vehicle with the exception of the personal effects and luggage of the passengers; however, these are covered up to a ceiling of € 3,000 per person.
- 4.9.1.6 claims that come under section 4.4.2 above.
- 4.9.1.7 damage caused when the claim occurred before the expiry of the sixteen-day period after notification to the Minister of Transport of the expiry, cancellation, termination or suspension of the contract.
- 4.9.2 Unless the specific terms and conditions provide otherwise, the following are excluded from coverage and are consequently open - after the injured third parties have been compensated - to recourse by the Company without limitation of the amount, as set out in section 4.11.2 below:
  - 4.9.2.1 the benefits paid when the loss was caused intentionally.
  - 4.9.2.2 damage caused by vehicles carrying flammable, corrosive, explosive or oxidising materials, if such materials were a factor either in the cause or the severity of the loss. However, there is a tolerance of 500 kg or 600 litres for oil, mineral spirits or similar products including liquid or gaseous fuels necessary for the engine.
  - 4.9.2.3 damage caused during the paid transport of passengers. Paid transport of passengers shall be considered as the carriage of passengers in return for remuneration appreciably exceeding the costs relating to the vehicle's registration and use.
  - 4.9.2.4 damage arising from the participation of the vehicle in races or speed contests, as well as in the preparatory trials for such races and contests. Speed, reliability or skill trials, even if permitted by the authorities, shall be treated as races or contests.
  - 4.9.2.5 the benefits paid when such payment is expressly authorised by applicable laws or regulations.
- 4.9.3 In all cases, the following are excluded from the coverage and therefore do not give rise to any compensation of injured third parties:
  - 4.9.3.1 damage which, without resulting from the vehicle being used in traffic, are caused by the fact that goods and articles are carried or by the handling required by their transportation.

- 4.9.3.2 material damage suffered by:
- the Policyholder, the owner, the holder and the driver of the vehicle that caused the damage;
  - the spouse of the persons referred to in sections 4.8.1 to 4.8.3;
  - parents and direct blood line relatives of these same people on the twofold condition that they live under their roof and are dependents of the said persons.
- 4.9.3.3 damage caused either to the vehicles that are used by the Insured, or their contents, or to real or personal property of which the Insured is the owner, possessor, keeper or owner.
- 4.9.3.4 the rights of recourse pursuant to Section 116 of the Social Insurance Code against the Policyholder or the Insured.
- 4.9.3.5 damage caused when the insured vehicle, whether owned or leased, was the subject of a civil or military requisition, as from the effective transfer by the authority that took the requisition measure.
- 4.9.3.6 bodily injury and material damage resulting from the direct and indirect effects of explosion, release, radiation, contamination from the transmutation of atoms or radioactivity, and the effects of radiation caused by the artificial acceleration of nuclear particles.
- 4.9.4 Except in the cases where the law or the insurance contract provides otherwise, the recourse of the Company where it can be exercised shall be exercised against the Policyholder and, if necessary, against the Insured.
- The recourse of the Company cannot be exercised against the Policyholder if the latter demonstrates that the incidents or offences that generated the recourse are not attributable to him and occurred against his instructions or without his knowledge.
- 4.9.5 Except in the cases where the law or the insurance contract provides otherwise, the recourse of the Company where it can be exercised relates to the benefit due in principal, the related interests, the costs relating to civil proceedings and the fees and expenses of lawyers and experts incurred by the Company.
- 4.9.6 The recovery of deductibles by the Company shall be governed by the provisions of sections 4.7.2 and 4.7.3 above.
- 4.9.7 In the event of a transfer of the title of ownership of the vehicle, the right of recourse shall be governed by the Act of 16.04.2003 on liability insurance - motor vehicles (or any amending legislative texts) and is not permitted if the Policyholder has duly reported this transfer to the Company.

## 4.10 Payment of compensation

4.10.1 From such time as the **Company's** cover is due and, provided the cover is invoked, the **Company** has an obligation to take up the cause of the **Insured** within the limitations of the cover.

4.10.2 With regard to civil claims, and to the extent that the interests of the Insured and the **Company** concur, the latter has the right to fight, instead of the **Insured**, the claim filed by the injured party.

The **Company** can compensate the latter if necessary. These interventions by the **Company** do not imply any admission of liability on the part of the **Insured** and cannot be held against them.

4.10.3 No admission of liability, no settlements, no appraisal of damage, no payment made by the **Policyholder** or the Insured without the written consent of the **Company** shall be binding on the **Company** or be enforceable against the **Company**. The admission of the materiality of an event or the payment by the **Insured** of the initial costs and immediate medical care cannot be equated to an admission of liability.

4.10.4 Any judicial or extrajudicial documents relating to a **claim** must be sent to the **Company** upon their notification, service or delivery to the **Insured**, under penalty, in the event of negligence, of all damages and interests due to the **Company** for the claim it has suffered.

The **Insured** shall incur the same penalty if, through negligence, he fails to appear before the court or fails to comply with a court order.

4.10.5 When the proceedings against the **Insured** are brought before the criminal court, the **Company** may be held liable by the **injured person** or by the Insured and may intervene voluntarily, under the same conditions as if the case was brought before the civil court, but without the criminal court being able to rule on the rights that the insurer may assert against the **Insured** or the **Policyholder**. The **Company** may exercise all remedies on behalf of the **Insured**, including the appeal in cassation, when the penal interest of the **Insured** is no longer involved. Otherwise, it shall be free to exercise these remedies only with the consent of the **Insured**.

4.10.6 The fines and the costs of criminal proceedings are never defrayed by the **Company**.

4.10.7 The **Company** shall pay the compensation due in principal, the related interests, the costs relating to civil proceedings and the fees and expenses of lawyers and experts, but only to the extent that such costs have been incurred by the **Company** or with the

Company's consent or, in the event of a conflict of interests that is not attributable to the **Insured**, provided that such costs have not been incurred unreasonably.

4.10.8 The **Company** is under obligation to keep the **Policyholder** informed, at their request, of the evolution of the **claim** settlement.

#### 4.11 Preservation of third party rights

4.11.1 Exceptions, nullities and disqualifications arising from the law or the insurance contract are unenforceable against the **injured party**.

4.11.2 The exemptions in sections 4.9.1.1 to 4.9.1.7 and 4.9.2.1 to 4.9.2.5 in particular are unenforceable against the **injured person**. In this case, however, the **Company** retains a right of recourse against the **Policyholder** and the **Insured**.

4.11.3 The expiry, cancellation, termination and suspension of the insurance contract, whatever their cause, shall be enforceable against the **injured person** sixteen days upon receipt of the notification by the Minister of Transport or his delegate. This notification may be replaced by an acknowledgment of receipt by the Minister of Transport or his representative.

#### 4.12 Premium personalisation

##### 4.12.1 Principle

When the **Policyholder** is a physical person, the insurance provides for a system for personalising the insurance premium retrospectively whilst meeting the criteria described below:

##### 4.12.2 No claims bonus scale

##### 4.12.3 How does it work

Bonus/penalty level		Basic premium percentage
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	100
10		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

- 4.12.3.1 A new **Policyholder** is ranked on level 11 of the no claims bonus scale, subject to the provisions set out below.
- 4.12.3.2 For the subsequent insurance years the premium will vary with each anniversary date as follows:
- no **claim** during an observation period during which the insurance was in effect means that the Policyholder moves down one level on the no claims bonus scale, the drop ending at level - 3;
  - each **claim** incurred during an observation period takes the policyholder up 3 levels, the increase ending at level 22;
  - however, the level applicable after 4 consecutive **claim**-free years may on no account be higher than 11.

#### 4.12.4 Claims

4.12.4.1 Within the meaning of section 4.12.3.2, a **claim** shall be considered to be any **claim** for which the **Company** has paid or will have to pay compensation to injured third parties.

4.12.4.2 The following are not taken into consideration however:

- **claims that do not reach the total amount of any deductibles applicable;**
- **claims that the Policyholder has refunded to the Company within four months of notification of payment by the Company;**
- **benefits granted by the Company under section 4.6 "voluntary rescue".**

#### 4.12.5 Observation period

4.12.5.1 The observation period is comprised of the 12 months preceded by one month the first day of the anniversary date.

4.12.5.2 No claims made during this period shall not result in a drop of one level, if, during this period, the insurance was in force for less than 10 months.

4.12.5.3 However, if it is found on an anniversary date that the drop in level by reason of no **claims** during the observation period has not been granted because the insurance was suspended for at least two months during this observation period, the procedure below shall be followed:

if upon the anniversary date preceding the drop on the no **claims** bonus scale had not been granted for the same reasons, the two observation periods are combined into one. If it is found that during this single observation period that the insurance was in force, for interrupted periods, for at least 12 months, the drop of one level shall take place as normal upon the anniversary date in question.

#### 4.12.6 Change of vehicle or insurance company

A change of vehicle or insurance company has no impact on the no claims bonus scale.

If, before signing the contract, the **Policyholder** was insured by one or more other insurance companies, he is required to provide the **Company** with a certificate issued by this or these old insurance companies, specifying all **claims** occurred during the five years prior to the signing of the contract.

#### 4.12.7 Premium personalisation if the Policyholder is a legal person

Unless otherwise agreed in the specific terms and conditions, this system of personalising the insurance premium retrospectively applies under the same conditions when the **Policyholder** is a legal person.

#### 4.12.8 Certificate in the event of cancellation of the insurance

Upon cancellation of insurance for any reason whatsoever or upon the request of the **Policyholder**, the **Company** shall, without charge for the **Policyholder**, within 15 days of the notice of cancellation or the request of the **Policyholder**, submit a certificate in compliance with the statutory and regulatory requirements in force.

## 5 Special terms and conditions - Legal Protection

The present special terms and conditions shall apply if the specific terms and conditions specify that the legal protection cover has been granted. The special terms and conditions of the liability insurance shall apply to the present terms and conditions.

### 5.1 Definitions

#### 5.1.1 Insured

The owner of the **insured vehicle** both in this capacity and as a driver, any person



expressly or tacitly authorised by the owner to drive the **insured vehicle** and any person to whom the **Policyholder** has transferred custody.

5.1.2 **Main driver**

The driver named in the specific terms and conditions.

5.1.3 **Third party**

Anyone who does not have the status of **Insured**.

5.1.4 **Insured vehicle**

The vehicle specified in the specific terms and conditions.

## 5.2 **Object and scope of the insurance**

Following a road traffic accident in which the **insured vehicle** is involved, the **Company** shall cover the payment, up to € 10,000, of the costs and fees incurred for all procedures, investigations, claim assessments or counter-assessments, judicial and extrajudicial proceedings caused by:

5.2.1 The defence of the **Insured** before the criminal courts where the accident is due to ownership or use of the **insured vehicle**, provided that the **Company** is not already intervening pursuant to section 4.10.5 of the special terms and conditions of the liability insurance.

5.2.2 Recourse against those liable, other than the **Insured** defined in section 4.1.2 of the special terms and conditions of the liability insurance, provided that in the accident, the **Insured** occupied a seat in compliance with section 4.4.1 of the special terms and conditions of the liability insurance.

The insurance covers proceedings:

5.2.2.1 for compensation for the prejudice resulting from the damage caused to the **insured vehicle**;

5.2.2.2 for compensation for the prejudice resulting from bodily injury and material damage caused to the **Insured**.

5.2.3 **Territorial scope**

The "legal protection" cover is granted in the same countries as the "liability insurance" cover (see liability insurance cover in section 4.2.5).

## 5.3 **Exclusions**

The Company does not cover:

- 5.3.1 the list of exclusions set out in the common general terms and conditions;
- 5.3.2 the list of exclusions set out in the special terms and conditions on liability insurance;
- 5.3.3 disputes arising from the present contract;
- 5.3.4 the fees and expenses incurred by the Insured prior to the declaration of a dispute or later without notifying the Company, unless in a justified emergency;
- 5.3.5 penalties, fines, settlements with the Public Prosecution Service;
- 5.3.6 the amount in principal and incidentals that the Insured might have to pay within the framework of the dispute for which the Company's intervention is sought;
- 5.3.7 the fees and expenses related to a court of law for the recovery of sums less than € 250 or those related to an appeal in cassation brought by the beneficiaries if the amount of the dispute is less than € 2,500;
- 5.3.8 the fees and expenses of a lawyer other than the lawyer who was originally appointed, unless the Insured is under obligation, for reasons beyond his control, to appoint a new lawyer.

## 5.4 Limitations

- 5.4.1 The **Insured** may not invoke this cover if the vehicle driver does not hold a valid driving licence prescribed by the relevant regulations. Likewise, this cover shall not apply in all cases where the **Company** has a recourse under the liability insurance.  
However, the cover shall continue to be granted to the **Policyholder** and/or the owner of the vehicle in case of damage caused by people for whom he is civilly liable under Section 1384 of the Civil Code, regardless of the nature and severity of the faults of these people.
- 5.4.2 The **Company** is not under obligation to pay out if it transpires from the information obtained that the **third** party considered to be liable is insolvent.

## 5.5 Obligations in the event of a claim

- 5.5.1 The **Insured** undertakes to put in place all steps necessary to enable the **Company** to effectively perform its obligations and to keep the **Company** informed of the planned procedures.

5.5.2 In addition, the **Insured** shall abide by the instructions of the **Company** with regard to attendance at hearings, opposition proceedings and appeals to be lodged and all measures to be put in place for the efficient management of the proceedings. The Insured also undertakes to provide the **Company** with all information, to provide the **Company** with all necessary powers of authority and to submit to the **Company** upon receipt all notices, summonses, subpoenas and any other documents in respect of the claim.

5.5.3 The **Insured** shall personally defray the additional costs resulting from his negligence in this regard.

5.5.4 If the **Insured** makes inaccurate or incomplete statements with fraudulent intent, the **Company** may refuse to provide its cover in which case the **Insured** shall refund the amounts incurred.

## 5.6 Free choice of lawyer

5.6.1 When, with the prior written consent of the **Company**, it is necessary to appoint a lawyer to defend, represent or serve the interests of the **Insured**, the Insured or his authorised representative may choose the lawyer. Only if the **Insured** needs legal defence before a criminal court as a matter of urgency, shall he be permitted to appoint the lawyer of his choice, without referring the matter to the **Company**. In any event, the **Insured** agrees to inform the **Company** in writing of the name of his lawyer and to keep the **Company** informed of the implementation and course of the procedure.

5.6.2 In the case of proceedings in the Grand Duchy of Luxembourg and if the **Insured** or his authorised representative chooses a lawyer based abroad, the **Company** shall limit the reimbursement of the lawyer's travel expenses to those which it would normally be required to pay if the **Insured** had chosen a lawyer in the Grand Duchy of Luxembourg. In the event of a conflict of interests arising between the Insured and the **Company**, the **Company** may grant the **Insured** to appoint a lawyer.

The free choice of lawyer remains even if proceedings take place abroad.

The provisions of the preceding paragraph shall also apply to such proceedings.

5.6.3 In cases of recourse against liable **third** parties, the beneficiaries of this cover themselves establish the amount of the sums to be claimed, whilst providing the **Company** with the supporting documents. The **Company** shall refrain from any settlement without their prior consent.

5.6.4 The Company reserves the right to refuse or cease its intervention if it considers the claim to be untenable or the trial unnecessary in law or in fact and especially when it deems that the settlement offers put forward by a liable third party or by its insurer are reasonable.

## 5.7 Arbitration

In the event of disagreement between the **Company** and the **Insured** on whether to initiate or continue legal action or on the amount of the prejudice suffered, the dispute shall be submitted to two arbitrators, one of whom shall be appointed by the **Company** and the other by the **Insured**. Failing agreement between the two arbitrators, the matter shall be resolved by a third arbitrator appointed by these two arbitrators.

In the event of failure by either party to appoint its own arbitrator, or failure by the two arbitrators to agree on the choice of the **third** arbitrator, the appointment will be made by order of the district court of the district where the Insured has his domicile with each party defraying the fees of its arbitrator and half of those of the third arbitrator.

If, before any arbitration or contrary to the opinion of the arbitrators, the **Insured** brings legal proceedings and obtains a more favourable outcome than the opinion of the **Company** or of the arbitrators, the **Company** shall compensate the **Insured** for the fees and expenses incurred by bringing such proceedings.

## 5.8 Miscellaneous

The intervention of the **Company** under this legal protection cover shall not affect the level of the no claims bonus within the framework of the liability insurance.

The **Company** shall be subrogated to the rights of the **Insured** to recover the sums advanced by the **Company** including any legal expenses or court costs.

# 6. Special terms and conditions - Legal Protection Plus

The present special terms and conditions shall apply if the specific terms and conditions specify that the "Legal Protection Plus" cover has been granted.

## 6.1 Definitions

### 6.1.1 Insured

- The **Policyholder** and relatives, i.e.:

- Spouse or partner/cohabiting partner;
- Any parents or direct blood line relatives living in their household without having their own income.

- The owner of the **insured vehicle**.
- The holder of the **insured vehicle**.
- Any person authorised to drive the **insured vehicle** or to be carried by it free of charge.
- The beneficiaries of one of the people listed above in the event of their decease further to an event involving the **insured vehicle** as long as the defence of their interests relates to the compensation of the prejudice resulting directly from this decease.

In order to prevent this Agreement from prejudicing the interests of the **Policyholder**, it is specified that in the event of a **dispute** between the **Insured**, the benefit of the present contract shall be granted only to:

- the **Policyholder** against others;
- the relative against anyone other than the **Policyholder** or any of his relatives.

However, if the **Policyholder** agrees and if the compensation sought is effectively the subject of a liability insurance, the others also retain the benefit of the present contract.

#### 6.1.2 Main driver

The driver named in the specific terms and conditions.

#### 6.1.3 Dispute

Any dispute that prompts the **Insured** to assert a right or to resist a claim, including before a court of law. Any series of disputes that are connected in any way shall be deemed to constitute a single **dispute**.

#### 6.1.4 Insured vehicle

- The automotive vehicle designated in the specific terms and conditions as well as any trailer whose maximum authorised mass does not exceed 500 kg belonging to the insured persons.
- Any trailer or caravan with a maximum authorised mass exceeding 500 kg subject to an additional premium and reference in the specific terms and conditions, and provided that this trailer or caravan is covered by the **Company's** liability insurance.
- Any vehicle used for the same purpose as the **insured vehicle** owned by a person other than the **Policyholder** or his relatives, which replaces the **insured vehicle** temporarily rendered unfit to be used for a maximum period of 30 consecutive days,

provided that any other insurance prior to or subsequent to this cover that has the same purpose has ceased to be effective.

## 6.2 Territorial scope

The additional covers of the "Legal Protection Plus" insurance compared to the "legal protection" cover are granted only in countries where the comprehensive insurance plan cover applies, that is to say the following countries:

Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Montenegro, Morocco, The Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, United Kingdom of Great Britain and Northern Ireland and the principalities of Andorra and Monaco, Vatican City, Liechtenstein and San Marino. In the other countries, the **Company** shall defray the costs of the proceedings brought at the request of the **Insured** or against the Insured up to € 5,000.

## 6.3 Object of the insurance

In his capacity as the owner, holder, driver or passenger of the **insured vehicle**, or as his beneficiary, the **Insured** shall receive benefits from the **Company** in the event of a **dispute** (whose outcome, except in criminal cases, exceeds € 150), that is to say when:

- 6.3.1 he is being prosecuted for violation of road traffic laws and regulations (with the exception of speeding without involving the temporary withdrawal of the driving licence) or for involuntary injury or manslaughter;
- 6.3.2 he is the subject of a compensation claim and does not have any liability insurance that covers the costs of his defence or, if applicable, when conflicts of interest arise with the **Company** and he is required to defray the costs of his defence out of his own pocket;
- 6.3.3 he is the subject of recourse proceedings initiated by the **Company** to recover amounts paid to a third party;
- 6.3.4 he is claiming compensation for any bodily injury or material damage payable by the person or the insurance company of the person whose non-contractual liability insurance is invoked further to the event in which the **insured vehicle** was involved;

6.3.5 he is claiming compensation for a prejudice resulting from the acquisition, repair or maintenance of the **insured vehicle**, payable by the seller or repairer under the contractual or statutory warranty binding on them as car business professionals;

6.3.6 he is the subject of a claim from the buyer of the **insured vehicle** because of this purchase;

6.3.7 his driving licence has been temporarily revoked;

6.3.8 he is the subject of a **dispute** relating to the registration, road tax or technical motor vehicle inspection of the **insured vehicle**.

In these situations of **dispute**, the **Policyholder**, who is a physical person, and his family also qualify for the benefits of the **Company** when acting in a capacity as pedestrians, cyclists or users of means of public land transport.

#### 6.4 **Scope of the benefits of the Company**

The **Company** shall:

- inform the **Insured** about the extent of his rights and how to organise the defence thereof, by requesting all the appropriate records, results of findings or investigations, expert opinions and various consultations;
- put in place all steps with a view to settling the **dispute** out of court;
- inform the **Insured** of the expediency of initiating or taking part in judicial or administrative proceedings with the assistance of a lawyer, expert or adviser with the required qualifications, freely chosen by the **Insured**. The **Insured** can call on the **Company** for guidance on his choice.

#### 6.5 **Effect of the cover**

The **Company** shall provide its assistance to the **Insured** as from the effective date of the cover without imposing a qualifying period.

All that is required is for the **Insurer's** request for cover to be received by the **Company** between the effective date of the contract and 60 days after the contract ended, provided however:

- that he was not aware of the circumstances giving rise to the **dispute** before signing the contract, or is able to prove that it was impossible to be aware of such circumstances before that date;
- that the **dispute** did not arise after the contract had ended.

#### 6.6 **Costs defrayed by the Company**

Pursuant to section 6.3 and in consideration of the benefits paid out for the purpose of resolving the covered **dispute**, the **Company** shall cover the costs, from the first euro and without the **Insured** being required to advance any such costs:

- 6.6.1 the costs incurred by him for putting together his case and seeing it duly processed;
- 6.6.2 claim assessment fees;
- 6.6.3 the costs of judicial and extrajudicial proceedings payable by the **Insured**; including legal fees relating to criminal proceedings;
- 6.6.4 bailiff costs and fees;
- 6.6.5 the fees and expenses of one lawyer: the cover shall not be granted in the event of a change of lawyer except when the insured person is obliged, for reasons beyond his control, to appoint another lawyer;
- 6.6.6 the legal expenses of the opponent if the **Insured** is required by law to repay such expenses.

In the event that the statement of fees and expenses shows an abnormally high amount, the **Insured** undertakes to request the competent authority or court to rule, at the expense of the **Company**, on the statement of costs and fees. Failing this, the **Company** reserves the right to limit its cover.

In addition, the **Company** shall refund travel and meal expenses reasonably and legitimately incurred by the **Insured** when he is required to appear in person before a foreign court by law or by court order.

**The Company shall not cover:**

- fees and expenses incurred by the **Insured** prior to the declaration of dispute or later without notifying the **Company**, unless justified by an emergency;
- penalties, fines, settlements involving the Public Prosecution Service;
- the sums in principal and incidentals which the **Insured** may be required to pay as part of the dispute for which the insurer's cover is sought (see section 6.3).

## 6.7 Amount of coverage

The costs set out in section 6.6 are covered by the **Company** up to € 40,000 per **dispute**.

The costs for the internal case administration by the **Company** and the fees and costs of consultations with the lawyer set out under section 6.12 shall not be taken into consideration to determine this amount.



When several **Insured** are involved in a **dispute**, the **Policyholder** shall specify to the Company the priority to be given in exhausting the amounts covered.

## 6.8 Deductible

The **Company** shall cover the costs set out in section 6.6, without deducting an deductible when the amount which the **disputes** revolves around, if assessable, exceeds € 150.

This eligibility threshold does not apply in criminal matters.

## 6.9 Third party insolvency

This cover applies If the duly identified person who is liable for the claim for which compensation is sought further to a **dispute** that is eligible for coverage, as set out under section 6.3, is recognised as insolvent. The **Company** shall pay the **Insured** the compensation payable by this person up to € 6,500 per **dispute** as long as no public or private body is declared a debtor of the said person.

## 6.10 Claim procedure

In order to protect his interests, the **Insured** is invited to:

- inform the **Company** of the occurrence of the **dispute** and its origin in writing and as quickly as possible. The **Insured** shall not incur any reduction in benefits in this regard, provided that the information reaches the company no later than 60 days after the contract has ended. The **Company** shall not provide cover if the information reaches the **Company** later than 60 days after the contract has ended, and in such case shall do so only insofar the **Insured** demonstrates that he informed the **Company** as quickly as was reasonably possible;
- provide, at his own impetus or at the request of the **Company**, all information useful for the processing of the case;
- transmit upon receipt the writs served by bailiff, assignments or procedural records that were sent, delivered or served on him.

**The Insured shall himself defray the additional costs resulting from his negligence in this regard.**

**If he makes inaccurate or incomplete statements in bad faith, the Company shall be within its rights to refuse coverage for the dispute in question and the Insured shall be required to reimburse the amounts paid out to him.**

## 6.11 Free choice of lawyer

Subject to the prior written consent of the **Company**, the **Insured** is free to choose a lawyer, or, to the extent that the law applicable to the proceedings so permits, any other person who has the required qualifications to defend his interests:

6.11.1 in the case of criminal proceedings;

6.11.2 when court or administrative proceedings are required to be instigated when resorting to talks fails to produce an amicable solution;

6.11.3 whenever there is a conflict of interests between the **Insured** and the **Company**. In that case, the **Company** shall invite the **Insured** to select the lawyer of its choice.

The **Insured's** freedom of choice of a lawyer can be exercised even if proceedings take place abroad.

The **Insured** can call on the **Company** for guidance on his choice.

In order to benefit from the payment of lawyer fees and expenses, the **Insured** undertakes, unless justified by an emergency, to communicate in advance and in writing the name of his lawyer to the **Company**, to warn the **Company** of the implementation and course of the said proceedings. The **Insured** and the **Company** shall exercise joint control over the proceedings.

If the **Insured** decides to change lawyers during the proceedings, the **Company** shall only cover the fees and expenses that would have resulted from the involvement of a single lawyer.

In the case of proceedings in the Grand Duchy of Luxembourg and if the **Insured** chooses a lawyer based abroad, the **Company** shall limit the reimbursement of travel expenses of this lawyer to that which it would normally have paid if the **Insured** had chosen a lawyer in the Grand Duchy of Luxembourg.

## 6.12 Arbitration

In the event of a conflict of interests between the **Company** and the **Insured** or disagreement over the settlement of the **dispute**, the dispute shall, without prejudice to section 6.11.3, be brought before two arbitrators, one appointed by the **Company**, the other by the **Insured**. Failing agreement between the two arbitrators, the final decision shall be taken by a third arbitrator appointed by these two arbitrators. In the event of failure by one of the parties to appoint its own arbitrator, or failure by the two arbitrators to agree on the choice of the third arbitrator, the appointment will be made by order of the President of the district court of the district where the **Insured** has his domicile, presiding over summary proceedings.

Their decision is final and without appeal.

Each party shall defray the expenses of its own arbitrator and half of those of the third arbitrator.

If, prior to any arbitration or contrary to the opinions of the arbitrators, the **Insured** brings legal proceedings and obtains a more favourable outcome than the opinion of the **Company** or of the arbitrators, the **Company** shall compensate the **Insured** for the fees and expenses incurred by bringing such proceedings.

## 6.13 Exclusions

6.13.1 The exclusions of the common general terms and conditions apply.

6.13.2 The **Company** shall not intervene when the dispute relates to the present contract.

6.13.3 The **Company** shall not cover the costs and fees for an appeal in cassation brought by the beneficiaries if the amount of the dispute is less than € 2,500.

## 6.14 Subrogation

The **Company** shall be subrogated to the rights of the **Insured** to recover the sums advanced by the **Company**, including possible legal costs.

# 7 Special terms and conditions - Legal Protection Multi

The present special terms and conditions shall apply if the specific terms and conditions specify that the "Legal Protection Multi" cover has been granted.

## 7.1 Definitions

7.1.1 Insured

- The **Policyholder**, who must be a physical person.
- His family:
  - his spouse or cohabiting partner;
  - any parents and direct blood line relatives living under his roof and with no source of

income of their own.

- The owner of the **insured vehicle**.
- The holder of the **insured vehicle**.
- Any person authorised to drive the **insured vehicle** or to be carried by it free of charge.
- The beneficiaries of one of the people listed above in the event of their decease further to an event involving the **insured vehicle** as long as the defence of their interests relates to the compensation of the prejudice resulting directly from this decease.

In order to prevent this Agreement from prejudicing the interests of the **Policyholder**, it is specified that in the event of a **dispute** between the **Insured**, the benefit of the present contract shall be granted only to:

- the Policyholder against others;
- the relative against anyone other than the **Policyholder** or any of his relatives.

However, if the **Policyholder** agrees and if the compensation sought is effectively the subject of a liability insurance, the others also retain the benefit of the present contract.

#### 7.1.2 Main Driver

The driver named in the specific terms and conditions.

#### 7.1.3 Dispute

Any dispute that prompts the **Insured** to assert a right or to resist a claim, including before a court of law and by extension all proceedings that prompt the **Insured** to defend himself in a criminal court or before an examining magistrate.

Any series of disputes that are connected in any way shall be deemed to constitute a single **dispute**.

#### 7.1.4 Insured vehicle

Provided that they are covered for liability insurance by the **Company**:

- all automotive vehicles belonging or not belonging to the **Policyholder** or their family, without limitation as to the number or type, provided however that they are not a van or truck or other utility vehicle designated to be used for professional purposes at the time of the event that is the subject of the **dispute**.
- any trailers or caravans with a maximum authorised mass not exceeding 500 kg belonging to the **Policyholder** or his family.
- any trailers or caravans with a maximum authorised mass exceeding 500 kg belonging to the **Policyholder** or his family, subject to an additional premium and duly specified in the specific terms and conditions.

## 7.2 Territorial scope

The additional covers of the "Legal Protection Multi" insurance compared to the "Legal Protection" cover is granted only in countries where the Vehicle Damage insurance cover applies, that is to say the following countries:

Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Montenegro, Morocco, The Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, United Kingdom of Great Britain and Northern Ireland and the principalities of Andorra and Monaco, Vatican City, Liechtenstein and San Marino. In the other countries, the **Company** shall defray the costs of the proceedings brought at the request of the **Insured** or against the Insured up to € 5,000.

## 7.3 Object of the insurance

In his capacity as the owner, holder, driver or passenger of the **insured vehicle**, or as his beneficiary, the **Insured** shall receive benefits from the **Company** in the event of a dispute (whose outcome, except in criminal cases, exceeds € 150), that is to say when:

- 7.3.1 he is being prosecuted for violation of road traffic laws and regulations (with the exception of speeding without involving the temporary withdrawal of the driving licence) or for involuntary injury or manslaughter;
- 7.3.2 he is the subject of a compensation claim and does not have any liability insurance that covers the costs of his defence or, if applicable, when conflicts of interest arise with the **Company** and he is required to defray the costs of his defence out of his own pocket;
- 7.3.3 he is the subject of recourse proceedings initiated by the Company to recover amounts paid to a third party;
- 7.3.4 he is claiming compensation for any bodily injury or material damage payable by the person or the insurance company of the person whose non-contractual liability insurance is invoked further to the event in which the **insured vehicle** was involved;
- 7.3.5 he is claiming compensation for a prejudice resulting from the acquisition, repair or maintenance of the **insured vehicle**, payable by the seller or repairer under the contractual or statutory warranty binding on them as car business professionals;

7.3.6 he is the subject of a claim from the purchaser of the **insured vehicle** resulting from this acquisition;

7.3.7 his driving licence has been temporarily revoked;

7.3.8 he is the subject of a dispute relating to the registration, road tax or technical motor vehicle inspection of the **insured vehicle**.

In these situations of **dispute**, the **Policyholder**, who is a physical person, and his family also qualify for the benefits of the **Company** when acting in a capacity as pedestrians, cyclists or users of means of public land transport or as free passengers in a vehicle belonging to third parties.

#### 7.4 **Scope of the benefits of the Company**

The **Company** shall:

- inform the **Insured** about the extent of his rights and how to organise the defence thereof, by requesting all the appropriate records, results of findings or investigations, expert opinions and various consultations;
- put in place all steps with a view to settling the **dispute** out of court;
- inform the **Insured** of the expediency of initiating or taking part in judicial or administrative proceedings with the assistance of a lawyer, expert or adviser with the required qualifications, freely chosen by the **Insured**. The **Insured** can call on the **Company** for guidance on his choice.

#### 7.5 **Effective date of cover**

The **Company** shall provide its assistance to the **Insured** as from the effective date of the cover without imposing a qualifying period.

All that is required is for the **Insurer's** request for cover to be received by the Company between the effective date of the contract and 60 days after the contract ended, provided however:

- that he was not aware of the circumstances giving rise to the **dispute** before signing the contract, or is able to prove that it was impossible to be aware of such circumstances before that date;
- that the **dispute** did not arise after the contract had ended.

#### 7.6 **Costs defrayed by the Company**

Pursuant to section 7.3 and in consideration of the benefits paid out for the purpose of

resolving the covered **dispute**, the **Company** shall cover the costs, from the first euro and without the **Insured** being required to advance any such costs:

- 7.6.1 the costs incurred by him for putting together his case and seeing it duly processed;
- 7.6.2 claim assessment fees;
- 7.6.3 the cost of judicial and extrajudicial proceedings payable by the **Insured**; including legal fees relating to criminal proceedings;
- 7.6.4 the costs and fees of bailiffs;
- 7.6.5 the fees and expenses of one lawyer: the cover shall not be granted in the event of a change of lawyer except when the insured person is obliged, for reasons beyond his control, to appoint another lawyer;
- 7.6.6 the legal expenses of the opponent if the **Insured** is required by law to repay such expenses.

In the event that the statement of fees and expenses shows an abnormally high amount, the **Insured** undertakes to request the competent authority or court to rule, at the expense of the **Company**, on the statement of costs and fees. Failing this, the **Company** reserves the right to limit its cover.

In addition, the **Company** shall refund travel and meal expenses reasonably and legitimately incurred by the **Insured** when he is required to appear in person before a foreign court by law or by court order.

**The Company shall not cover:**

- fees and expenses incurred by the **Insured** prior to the declaration of dispute or later without notifying the **Company**, unless justified by an emergency;
- penalties, fines, settlements involving the Public Prosecution Service;
- the sums in principal and incidentals which the **Insured** may be required to pay as part of the dispute for which the insurer's cover is sought (see section 7.3).

## 7.7 **Amount of coverage**

The costs set out in section 7.6 are covered by the **Company** up to € 40,000 per dispute.

The costs for the internal case administration by the **Company** and the fees and costs of consultations with the lawyer set out under section 7.12 shall not be taken into consideration to determine this amount.

When several **Insured** are involved in a dispute, the **Policyholder** shall specify to the **Company** the priority to be given in exhausting the amounts covered.

## 7.8 Deductible

The **Company** shall cover the costs set out in paragraph 7.6 without deducting an deductible when the amount which the **disputes** revolves around, if assessable, exceeds € 150.

This eligibility threshold does not apply in criminal matters.

## 7.9 Third party insolvency

If the duly identified person who is liable for the claim for which compensation is sought further to a road traffic accident involving an **insured vehicle** that belongs to the **Policyholder** or his family and driven by an authorised person, is recognised as insolvent, the **Company** shall pay the **Insured** the compensation payable by this person up to € 6,500 per **dispute** as long as no public or private body is declared a debtor of the said person.

## 7.10 Claim procedure

In order to protect his interests, the **Insured** is invited to:

- inform the **Company** of the occurrence of the **dispute** and its origin in writing and as quickly as possible. The **Insured** incurs in this regard no reduction or cancellation of the benefit provided that the information reaches the company no later than 60 days after the contract has ended. The **Company** shall not provide cover if the information reaches the **Company** later than 60 days after the contract has ended, and in such case shall do so only insofar the **Insured** demonstrates that he informed the **Company** as quickly as was reasonably possible;
- provide, at his own impetus or at the request of the **Company**, all information useful for the processing of the case;
- transmit upon receipt the writs served by bailiff, assignments or procedural records that were sent, delivered or served on him.

**The Insured shall himself defray the additional costs resulting from his negligence in this regard.**

**If he makes inaccurate or incomplete statements in bad faith, the Company shall be within its rights to refuse coverage for the dispute in question and the Insured shall be required to reimburse the amounts paid out to him.**



## 7.11 Free choice of lawyer

Subject to the prior written consent of the **Company**, the **Insured** is free to choose a lawyer, or, to the extent that the law applicable to the proceedings so permits, any other person who has the required qualifications to defend his interests:

7.11.1 in the case of criminal proceedings;

7.11.2 when court or administrative proceedings are required to be instigated when resorting to talks fails to produce an amicable solution;

7.11.3 whenever there is a conflict of interests between the **Insured** and the **Company**. In that case, the **Company** shall invite the **Insured** to select the lawyer of its choice.

The **Insured's** freedom of choice of a lawyer can be exercised even if proceedings take place abroad.

The **Insured** can call on the **Company** for guidance on his choice.

In order to benefit from the payment of lawyer fees and expenses, the **Insured** undertakes, unless justified by an emergency, to communicate in advance and in writing the name of his lawyer to the **Company**, to warn the **Company** of the implementation and course of the said proceedings. The **Insured** and the **Company** shall exercise joint control over the proceedings.

If the **Insured** decides to change lawyers during the proceedings, the **Company** shall only cover the fees and expenses that would have resulted from the involvement of a single lawyer.

In the case of proceedings in the Grand Duchy of Luxembourg and if the **Insured** chooses a lawyer based abroad, the **Company** shall limit the reimbursement of travel expenses of this lawyer to that which it would normally have paid if the **Insured** had chosen a lawyer in the Grand Duchy of Luxembourg.

## 7.12 Arbitration

In the event of a conflict of interests between the **Company** and the **Insured** or disagreement over the settlement of the **dispute**, the dispute shall, without prejudice to section 7.11.3, be brought before two arbitrators, one appointed by the **Company**, the other by the **Insured**. Failing agreement between the two arbitrators, the final decision shall be taken by a third arbitrator appointed by these two arbitrators. In the event of failure by one of the parties to appoint its own arbitrator, or failure by the two arbitrators to agree on the choice of the third arbitrator, the appointment will be made

by order of the President of the district court of the district where the **Insured** has his domicile, presiding over summary proceedings.

Their decision is final and without appeal.

Each party shall defray the expenses of its own arbitrator and half of those of the third arbitrator.

If, prior to any arbitration or contrary to the opinions of the arbitrators, the **Insured** brings legal proceedings and obtains a more favourable outcome than the opinion of the **Company** or of the arbitrators, the **Company** shall compensate the Insured for the fees and expenses incurred by bringing such proceedings.

### 7.13 Exclusions

7.13.1 The exclusions of the common general terms and conditions apply.

7.13.2 The **Company** shall not intervene when the dispute relates to the present contract.

7.13.3 The **Company** shall not cover the costs and fees for an appeal in cassation brought by the beneficiaries if the amount of the dispute is less than € 2,500.

### 7.14 Subrogation

The **Company** shall be subrogated to the rights of the **Insured** to recover the sums advanced by the **Company**, including possible legal costs.

### 7.15 Suspension of the contract

In the event the contract is suspended after all the vehicles that have been designated as an **insured vehicle** have been taken off the road, the **Policyholder** who brings a vehicle onto the road before the expiry of the 12-month period counting from the date of the suspension, in a capacity as an vehicle that is insurable under the present contract, shall duly notify the **Company** thereof. The contract may be reinstated under the terms and conditions of insurance and at the rates applicable at that time.

During the one-year period specified above, the portion of the premium, calculated from the date of transfer or the late notification of this transfer, to that of the next annual due date, shall be credited to the **Policyholder**.

## **8 Special terms and conditions - Vehicle Damage**

The present special terms and conditions shall apply to the covers taken out and granted according to the formula specified in the specific terms and conditions.

### **8.1 Definitions**

#### **8.1.1 Vandalism**

Deliberate damage to the vehicle or its components by unknown and unidentifiable perpetrators.

#### 8.1.2 Refits or accessories

Any improvements or embellishments that are not an integral part of the vehicle and that can be removed without causing any damage to the vehicle concerned.

#### 8.1.3 Insured

The physical person or legal person covered against claim due to damage caused to the **insured vehicle**. Unless otherwise agreed in the specific terms and conditions, this person is the **Policyholder**.

#### 8.1.4 Attack

Any form of rioting, including commotion, acts of terrorism or sabotage, that is to say:

- rioting: violent protest, even when non-concerted, by a group of people in a troubled state of mind, characterised by disorder or illegal acts as well as a struggle against the agencies responsible for maintaining public order without any attempt to overthrow established public authorities;
- popular movement: a violent protest, even when non-concerted, by a group of people, without revolt against the established order, in a troubled state of mind, characterised by disorder or illegal acts;
- acts of terrorism or sabotage: actions organised in secrecy for ideological, political, economic or social purposes, performed individually or in groups, attacking people or destroying property:
  - either to instil fear into the hearts and minds of the general public and create a climate of insecurity (terrorism)
  - or to impede traffic or the normal operation of a service or a business (sabotage).

#### 8.1.5 Camper van

The covers granted under the "vehicle damage" insurance apply only to the camper van, the accessories and fixed furniture originally fitted by the manufacturer.

Furniture and personal effects added inside the camper van are excluded.

#### 8.1.6 Stataulux category 11-17

This category includes cars, commercial cars and utility vehicles, with the exception of camper vans (depending on what is indicated in the vehicle registration certificate).

#### 8.1.7 Labour dispute

All collective disputes, regardless of the form they take on, in the context of labour relations, including:

- strike: concerted stoppage of work by a group of employees, workers, civil servants or self-employed workers;

- lockout: temporary closure decided by a company to convince staff to settle in a **labour dispute**.

#### 8.1.8 Territorial Scope

Unless otherwise specified in the specific terms and conditions, the covers of the "vehicle damage" insurance are granted by the **Company** in the following countries: Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus\*, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Montenegro, Morocco, The Netherlands, Norway, Poland, Portugal, Slovak Republic, Romania, Serbia\*, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, United Kingdom of Great Britain and Northern Ireland, and the principalities of Andorra and Monaco, Vatican City, Liechtenstein and San Marino.

\* With limitation of insurance to the regions covered by the liability insurance cover and listed on the Green Card

#### 8.1.9 Natural events

Falling rocks, falling stones, landslides or subsidences, pressure of a mass of snow or ice, avalanches, **storms**, hurricanes, hail, earthquakes, volcanic eruptions, **floods** or tsunamis.

#### 8.1.10 Explosion

Sudden and violent manifestation of forces due to the expansion of gases or vapours or liquids in any pieces of equipment or containers.

#### 8.1.11 Glass

The glass elements, glass or organic glass (transparent plastic material used as a glass substitute).

#### 8.1.12 Fire

Combustion involving flames escaping from their normal seat of fire and creating a conflagration likely to spread to other property.

#### 8.1.13 Flood

The overflow of streams, lakes, ponds or seas due to precipitation, melting snow or ice or broken levees.

#### 8.1.14 Audio-visual or transmission equipment

- the following fixed equipment: radios, radio-cassette players, CD players, radio transmitters, receiver, speakers, TV, phone, sat nav, DVD, display and similar devices.
- the following removable equipment not originally installed in the vehicle: MP3

players, MP4 players CD, DVD players, sat nav, mobile phone, amplifier, speakers and all related accessories.

#### 8.1.15 Personal items

All **personal items** including photo cameras, luggage, video cameras, camcorders, glasses, laptops, child seats, clothing with the exclusion of:

- **jewellery, bank notes, securities of any kind, rare or precious objects or metals;**
- **professional goods and materials as well as those intended for sale;**
- **audiovisual or transmission equipment.**

Items held temporarily shall be equated with **personal items**.

#### 8.1.16 Total loss

##### 8.1.16.1 Total technical loss

The vehicle shall be considered a total technical loss when the expert (*claim assessor*) appointed by the Company concludes that the damage cannot be repaired from a technical point of view. The vehicle is scrapped by the expert.

##### 8.1.16.2 Total economic loss

The vehicle is said to be a total economic loss when:

- the expert appointed by the **Company** determines that the compensation payable by the **Company** for repairs will be greater than the difference between **the value prior to claim** and the scrap value (residual economic value). In which case the expert will decide to scrap the vehicle.
- In the event of theft if the vehicle is not recovered within 30 days counting from the date of receipt by the **Company** of a written notice of claim.
- In the event of theft if the vehicle is recovered within 30 days counting from the date of receipt by the **Company** of a written notice of claim and if, according to the expert appointed by the **Company**, the repair of the material damage to the vehicle exceeds the difference between the **cost before the claim** and the scrap value (residual economic value).

In which case the expert will decide to scrap the vehicle.

#### 8.1.17 Claim

Any accidental harmful incident likely to prompt the **Policyholder** to file a claim for one or more cover(s).

#### 8.1.18 Storm

Hurricanes and other gusts of winds reaching a top speed of 80 km per hour at the nearest weather station or causing damage and destruction, within a 10-km radius

around the **insured vehicle**, to other automotive land vehicles or property with a wind resistance equivalent to that of constructions insurable against storms.

#### 8.1.19 Attempted theft

**Attempted theft** is said to exist when there are substantial indications evincing of the intention of the thieves, that make the **theft** of the vehicle or its components probable. These indications consist of material traces found on the vehicle: forcing of the steering wheel or lock, of the electrical contact, battery, electrical wires, use of false keys, etc.

#### 8.1.20 Insured value

The value specified in the specific terms and conditions for which the **Policyholder** has insured his vehicle. If this value does not match the **replacement value**, the proportional rule is applied.

#### 8.1.21 Replacement cost as new

The selling price in new condition, without discount or rebate, of the **insured vehicle**, including the options, publicity lettering, **fittings or accessories** and **audio-visual or communication equipment**, applied in the Grand Duchy of Luxembourg on the day the **Company** provides its coverage for any one of the risks described in paragraph 8.3 below. This price is understood to be inclusive of tax, unless otherwise stated in the specific terms and conditions.

If the type of **vehicle insured** is no longer sold in a new condition, its last selling price as new shall be taken into consideration, adjusted to the evolution of the new selling price of a type of vehicle that best matches the **insured vehicle**. The same approach will be adopted for the options, fittings or accessories as well as the **audio-visual or communication equipment**.

#### 8.1.22 Value prior to claim

The amount required on the date of the **claim** to replace the **insured vehicle** by a vehicle of similar age and mileage, of the same type, with the same options, publicity lettering, **fittings or accessories** and **audiovisual or communication equipment**, and in a similar condition. This amount is determined by an expert.

#### 8.1.23 List price

The last official selling price known on the day of the **claim**, reported by an official dealer established in the Grand Duchy of Luxembourg for a new vehicle of the same type and model as that of the **vehicle insured**.

#### 8.1.24 Degressive Value plus

The compensation for the **insured value** on the date of total **claim** shall be determined according to the “**degressive value plus**” schedule attached to the specific terms and conditions of the contract and only taking into account the age of the **insured vehicle** if it was purchased new by the Policyholder or second-hand no older than 12 months.

8.1.25 **Scrap value**

The value that can be obtained after the **claim** for the wreck of the **insured vehicle**.

8.1.26 **Reinstatement value**

The amount required on the date of the **claim** to replace (reinstate) the **insured vehicle** by a vehicle of similar age and mileage, of the same type with the same options, publicity lettering, **fittings** or **accessories** and **audio-visual** or **communication equipment**, and in a similar condition. This amount is determined by an expert.

8.1.27 **Actual value**

The amount required on the date of **claim** to replace the **insured vehicle** by a vehicle of similar age and mileage, of the same type with the same options, publicity lettering, **fittings** or **accessories** and **audiovisual** or **communication equipment**, and in a similar condition. This amount is determined by an expert.

8.1.28 **Insured vehicle**

The automotive vehicle (or trailer) described in the specific terms and conditions, equipped with options, publicity lettering, **fittings** or **accessories** and **audio-visual** or **communication equipment** that are an integral part of it.

The cover also applies to:

- child seats provided they are fixed and have an approved restraint system;
- protection systems against **theft** when they are fixed, whether or not provided by the manufacturer.

The motor vehicle of the same category belonging to a third party which, for a period not exceeding one month from date to date, replaces the vehicle described in the specific terms and conditions due to the fact that it is temporarily unfit to be used. The pay-out of the **Company** is limited to the value for which the replaced vehicle is covered under the specific and special terms and conditions of the contract.

8.1.29 **Theft**

Misappropriation.

## 8.2 **Insurance plans**

The specific terms and conditions of the contract provide information about the insurance plan taken out by the **Policyholder**.



It is one of the following four plan:

- Classic
- Select I
- Perfect
- Perfect

#### 8.2.1 Classic

This formula includes the optional covers set out in section 8.3 and listed in the specific terms and conditions.

#### 8.2.2 Select

This formula covers the following risks:

- fire;
- theft with extension up to € 400 for **audio-visual** or **communication equipment** not originally installed or removable, stolen or destroyed with or without simultaneous **theft** of the vehicle;
- broken **glass**, with extension up to € 500 for front headlights installed by the manufacturer;
- **personal items**, up to € 750 and only for cover for theft, **glass** breakage, forces of nature and collision with animals;
- forces of nature;
- collision with animals.

Options:

- Individual travel, family travel, individual travel all vehicles, family travel all vehicles, driver safety, driver safety all vehicles;
- Legal Protection and Legal Protection Plus or Legal Protection Multi;
- Optional: 24/7 assistance plus.

#### 8.2.3 Perfect

This formula offers the same covers as the Select formula with the following extensions:

- **glass** breakage up to € 750 for breakage of rear view mirrors, headlamps, headlights, lights and the protective fittings thereof
- **personal items** up to € 750 for fire, theft, **glass** breakage, forces of nature, collision with animals and material damage to the vehicle - third party collision combined;
- damage to the vehicle - third party collision combined with extension to the replacement vehicle of the same category belonging to a third party and for a period not exceeding one month from date to date that replaces the **insured vehicle** that is, for any reason whatsoever, temporarily unfit to be used. The intervention of the **Company** is limited to the value for which the vehicle being replaced is covered under

the specific terms and conditions.

- In the event of total loss due to an insured event (fire, theft, **damage** to the vehicle – third party collision combined, forces of nature, collision with animals) the compensation is granted for the replacement value if, on the day of the accident, the **insured vehicle** is under 12 months old and has done less than 30,000 km.

#### 8.2.4 Perfect Plus

This formula offers the same covers as the Select formula with the following extensions:

- **glass** breakage up to € 750 for breakage of mirrors, headlamps, headlights, lights and the protective fittings thereof.
- **personal items** up to € 750 for fire, theft, **glass** breakage, forces of nature, collision with animals and material damage to the vehicle - third party collision combined.
- material damage to the vehicle – third party collision combined with extension to the replacement vehicle of the same category belonging to a third party and for a period not exceeding one month from date to date, replaces the **insured vehicle** that is, for any reason whatsoever, temporarily unfit to be used. The intervention of the **Company** is limited to the value for which the vehicle being replaced is covered under the specific terms and conditions.
- **total loss** due to an insured event (fire, theft, damage - third party collision combined, forces of nature, collision with animals)
  - before the last day of the 84th month:
    - car bought new or second-hand no older than 12 months: compensation according to the degressive plus value according to the table included in the specific terms and conditions.
    - car bought second-hand (between 12 and 36 months): compensation according to the **actual value** on the date of claim increased by 10%.
    - Later than the 84th month: compensation according to **actual value**, regardless of the age of the vehicle at the time of purchase.

### 8.3 Covers

#### 8.3.1 Fire

##### 8.3.1.1 Scope of the insurance

The insurance covers direct material damage occurring to the **insured vehicle** as a result of the following events:

- **fire**;
- **explosion**;

- implosion;
- **attack**;
- the effects of lightning.

In the event of a short circuit that destroyed or damaged only the electrical system, the coverage is limited to € 1,250, regardless of whether the damage was caused by **fire**, combustion accompanied by flames or flameless combustion.

#### 8.3.1.2 Cover extensions

8.3.1.2.1 Compensation at **replacement value** in the **event** of a covered total **loss** when the following conditions are met on the day of the **loss**:

- the **insured vehicle** belongs to the stataulux 11-17 category.
- the "material damage to the vehicle" or "material damage to the vehicle - third party collision

combined" cover has also been taken out.

- the date of first road use registration in the Grand Duchy of Luxembourg or abroad does not exceed 12 months.

- the mileage is less than 30,000 km.

8.3.1.2.2 Compensation according to the **degressive plus value** in the **event** of a covered total loss when the following conditions are met on the day of the claim:

- the **insured vehicle** belongs to the stataulux 11-17 category;
- the Perfect Plus formula has been taken out.

#### 8.3.1.3 Excluded risks

**The following are excluded from coverage, damage:**

- **resulting from burns without being followed by a fire and in particular the damage caused by smokers to the seats and the interior trim of the vehicle;**
- **resulting from one of the events specified in section 8.3.5 (theft) and section 8.3.6 (material damage**

**to the vehicle) of the present special terms and conditions.**

#### 8.3.2 Glass breakage

##### 8.3.2.1 Scope of the insurance

The insurance covers breakage to the windshield, glass sunroofs, glass roofs, side windows and rear window (including built-in antennae, heated windows and rain sensors) in glass or rigid plastics.

The glass breakage cover only comes into play in the event of repair or replacement of the **glass** of the **insured vehicle**.

Only if the Select, Perfect or Perfect Plus plan has been taken out, the cover is

extended:

- under Select, up to € 500 to the optical compartments of headlights that are an integral part of the body and originally installed by the manufacturer;
- under Perfect and Perfect Plus up to € 750 to breakage of rear view mirrors, the optical compartments of the headlights, lights and the protective fittings thereof.

#### 8.3.2.2 Excluded risks

**Damage to glazing other than that specifically listed under section 8.3.2.1 is excluded from the cover, e.g. electric bulbs.**

#### 8.3.3 Forces of nature

##### 8.3.3.1 Scope of the insurance

The insurance sets out to compensate, without deductible, damage caused directly to the **vehicle insured** against one of the covered **natural events**.

Damage resulting from the collision of the insured vehicle by items thrown at or pouring down on the **insured vehicle** as a result of a covered natural event is also insured.

The "forces of nature" cover is inseparable from the "collision with animals" cover and is included only in the Select, Perfect and Perfect Plus formulas.

##### 8.3.3.2 Cover extensions

###### 8.3.3.2.1 Compensation at replacement **value in the event** of a covered total **loss** when the following conditions are met on the day of the **claim**:

- the **insured vehicle** belongs to the stataulux 11-17 category;
- the "material damage to the vehicle" or "material damage to the vehicle - third party collision" cover has also been taken out;
- the date of first road use registration in the Grand Duchy of Luxembourg or abroad does not exceed 12 months;
- the mileage is less than 30,000 km.

###### 8.3.3.2.2 Compensation according to the **degressive plus value** in the event of a covered total loss when the following conditions are met on the day of the **claim**:

- the **insured vehicle** belongs to the stataulux 11-17 category;
- the Perfect Plus formula has been taken out.

#### 8.3.4 Collision with animals

##### 8.3.4.1 Scope of the insurance

The insurance sets out to compensate, without deductible, damage caused to the **insured vehicle** directly and solely by contact with an animal and confirmed by an

expert assessment.

**Damage resulting indirectly from the impact with the animal is not covered.**

Under penalty of a reduction in the benefit of the **Company** up to the amount of the loss suffered, the **Policyholder** is to immediately notify the competent judicial or police authorities to enable them to draw up a report of the circumstances of the accident.

The "collision with animals" cover is inseparable from the "forces of nature" cover and is included only in the Select, Perfect and Perfect Plus plans.

8.3.4.2 Cover extensions

8.3.4.2.1 Compensation at **replacement value in the event** of a covered total claim when the following conditions are met on the day of the **accident**:

- the **insured vehicle** belongs to the stataulux 11-17 category;
- the "material damage to the vehicle" or "material damage to the vehicle - third party collision

combined" cover has also been taken out;

- the date of first road use registration in the Grand Duchy of Luxembourg or abroad does not exceed 12 months;
- the mileage is less than 30,000 km.

8.3.4.2.2 Compensation according to the **degressive plus value** in the **event** of a covered total loss when the following conditions are met on the day of the **claim**:

- the **insured vehicle** belongs to the stataulux 11-17 category;
- the Perfect Plus formula has been taken out.

8.3.5 Theft

8.3.5.1 Scope of insurance

8.3.5.1.1 The following are insured provided that the event was immediately reported and charges were pressed with the competent judicial or police authorities:

- **theft**, destruction or damage by thieves, even if there is merely question of **attempted theft** of the **insured vehicle**,
- the cost of replacing locks and/or changing the codes of the anti-theft system if the key(s) and/or remote control have been **stolen**.

8.3.5.1.2 This insurance also covers, with or without simultaneous theft, all of the **fixed audio-visual** or **communication equipment** originally installed by the manufacturer.

8.3.5.1.3 In the event that the Select, Perfect or Perfect Plus plan has been taken out, the **Company** shall cover up to € 400, with or without simultaneous theft, **audio-visual** or **communication equipment** that was not originally installed or that is removable. This sum insured covers the first risk. Accordingly, the **Company** shall compensate any

**claim** to the **audio-visual** or **communication equipment** without the application of the proportional rule. Subject to an additional premium and inclusion in the specific terms and conditions, this sum insured as a first risk may be increased.

If the Classic formula has been taken out, the **audio-visual** or **communication equipment** not originally installed by the manufacturer may be compensated with or without simultaneous **theft** of the vehicle subject to an additional premium and inclusion in the specific terms and conditions.

However, this cover shall apply only in the event of a burglary that has left visible traces on the insured vehicle and if the **audio-visual** or **communication equipment** has not been left in view inside the vehicle cabin.

The **Insured** undertakes to act as a reasonable person of ordinary prudence by not leaving uninstalled original and removable **audio-visual** or **communication equipment** in view inside the cabin of the **insured vehicle**.

#### 8.3.5.2 Deductible

8.3.5.2.1 A personal contribution of 20% of the amount of the **damage** is applied in the event of **claim** if the **insured vehicle** is not equipped with an anti-theft system approved by the **Company**.

8.3.5.2.2 An deductible of 20% of the amount of the claim is applied in the event of theft or attempted theft of an **insured vehicle** of a convertible type parked "top down" without driver or passenger.

#### 8.3.5.3 Cover extensions

8.3.5.3.1 Compensation at **replacement value** in the event of a covered total **loss** when the following conditions are met on the day of the **claim**:

- the **insured vehicle** belongs to Stataulux 11-17 category;
- the "damage to the vehicle" cover has also been taken out;
- the date of first road use registration in the Grand Duchy of Luxembourg or abroad does not exceed 12 months;
- the mileage is less than 30,000 km.

8.3.5.3.2 Compensation according to the **degressive plus value** in the event of a covered total **loss** when the following conditions are met on the day of the **claim**:

- the **insured vehicle** belongs to the stataulux 11-17 category;
- the Perfect Plus formula has been taken out.

#### 8.3.5.4 Excluded risks

**The following risks are excluded:**

- **theft, destruction or damage when the vehicle and/or the boot were not locked or**

when the windows were not completely shut, unless it is a case of carjacking or home-jacking with or without violence;

- theft, destruction or deterioration whose perpetrators or accomplices are family members of the Policyholder such as spouse, ascendants, descendants and direct in-laws or any other person living in the same household with the Policyholder;
- theft, destruction or deterioration of options, accessories, audio-visual or communication equipment, tool kit and first aid items left inside the vehicle without burglary;
- theft of the insured vehicle at a stop or when parked on the public highway or on a road accessible to the public with the key left in the ignition or when an ignition key has been left inside the car;
- the disappearance, destruction or damage of the vehicle or options, fittings or accessories and audio-visual or communication equipment as a result of misappropriation, abuse of trust or fraud on the part of the Policyholder, the Insured or the habitual user;
- theft of the insured vehicle that is not equipped with the anti-theft system as required by the Company by means of a registered letter sent to the Policyholder.

### 8.3.6 [Material damage to the vehicle](#)

#### 8.3.6.1 Scope of the insurance

The following are insured:

- Direct material damage to the **insured vehicle** within the limits of the formulas defined below, when it is being driven, parked or in a garage;
- damage caused by rodents;
- damage to the tyres, including the damage due to vandalism even if this does not co-occur with other damage covered by the insurance;
- damage incurred during carriage by rail, sea, inland waterway or air not exceeding 48 consecutive hours during the loading and unloading operations involved in such carriage is also covered.

The vehicle is insured according to one of the two options defined below, which is specified in the specific terms and conditions:

- Option 1: Material damage to the vehicle

The **Company** covers the damage incurred by accident, or by the action of others.

It is specified that a deductible shall apply which is specified in the specific terms and conditions.

- Option 2: Material damage to the vehicle - Third party collision combined

The **Company** covers the damage incurred by accident or by the acts of third parties.

The deductible set out in the specific terms and conditions does not apply where the

damage is caused by a collision either with an identified third party or with a vehicle or a pet or farm animal owned by an identified third party.

#### 8.3.6.2 Deductibles

8.3.6.2.1 In the event of **claim**, the deductibles set out in the specific terms and conditions apply and, if applicable, may be concurrent;

8.3.6.2.2 It is expressly agreed between the parties that a non-waivable fixed deductible of 3% of the **insured value** shall be applicable in the event of a claim compensable by “material damage - third party collision combined” cover if a level greater than 11 exists on the no claims bonus scale for the liability insurance cover of the contract at the time of the claim in question.

#### 8.3.6.3 Cover extensions

8.3.6.3.1 Compensation at **replacement value** in the **event** of a covered total loss when the following conditions are met on the day of the **accident**:

- the **insured vehicle** belongs to the stataulux 11-17 category;
- the date of first road use registration in the Grand Duchy of Luxembourg or abroad does not exceed 12 months;
- the mileage is less than 30,000 km.

8.3.6.3.2 Compensation according to the **degressive plus value** in the **event** of a covered total loss when the following conditions are met on the day of the **claim**:

- the **insured vehicle** belongs to the stataulux 11-17 category;
- the Perfect Plus formula has been taken out.

#### 8.3.6.4 Excluded risks

**The following are excluded from the damage cover:**

- **damage caused by drivers that have been proven to have consumed alcoholic beverages in an amount such that the blood alcohol level exceeds by more than 0.3 g/l of blood the legal threshold laid down under the Luxembourg legislation regulating traffic on all public roads;**
- **damage to engine parts of the insured vehicle, when due to a cause generated by the Insured or by the driver after the occurrence of an insured claim;**
- **sustained by engine or parts as a result of wear and tear, normal or not, construction defects, assembly defects, material defects or as a result of patent poor maintenance;**
- **caused by animals and/or objects carried and by overloading of the vehicle.**

**The vehicle shall be considered to be overloaded if the weight of the animals or objects carried exceeds the useful load specified in the vehicle registration certificate;**



- to the tyres due to wear and tear and punctures;
- resulting from one of the events specified in section 8.3.1 (fire), 8.3.2 (broken glass) and 8.3.5 (theft);
- resulting from a loading or unloading operation attributable to animals or objects carried, unless the Insured furnishes proof that no causal link exists between the presence of the cargo and the occurrence of the damage.

### 8.3.7 Cover extensions without additional premium

8.3.7.1 The insurance also covers, per covered **claim**, and up to an amount of € 1,250, provided that the expenses are justified by an itemised invoice:

- all costs of replacing the tool kit and first aid items;
- all costs incurred for towing, transport, interim storage and disassembly (for which a quote must be drawn up) of the **insured vehicle**.

This limit of coverage may be increased subject to an additional premium and inclusion in the specific terms and conditions.

8.3.7.2 In the event that the material damage cover has been taken out for a motorcycle (stataulux category 71-76) the **Company** shall refund, up to a maximum of € 250, the damaged helmet and clothing of the motorcyclist who is victim of an accident that is insured under the “fire” and “material damage” covers if the motorcycle is damaged. The refund will take into account the reinstatement value at the time of the **claim**, net of an age-life depreciation rate of 20% per annum up to a maximum of 80%.

The implementation of the cover is subject to the presentation of the damaged helmet and/or clothing to an authorised **Company** representative.

The coverage limit can be increased to € 750 subject to an additional premium and inclusion in the specific terms and conditions.

### 8.3.8 Personal items

8.3.8.1 In the event the Select, Perfect or Perfect Plus formula has been taken out and provided that the vehicle belongs to the stataulux 11-17 categories, the **Company** shall extend its cover to the **personal items** inside the **insured vehicle** in the event of an insured **claim**:

- fire, when they burnt up together with the **insured vehicle**;
- **theft**, with or without simultaneous theft of the insured vehicle, provided that:
  - the vehicle and the boot were locked;
  - the windows were shut;
  - the top was down, fully shut and locked if the vehicle is of the cabriolet type.

However, this cover shall apply only in the event of a burglary that has left visible

traces on the **insured vehicle** and the **audio-visual** or **communication equipment** was not left in view inside the vehicle cabin.

- broken **glass**.
- forces of nature.
- collision with animals.
- material damage (Perfect and Perfect Plus only)

The pay-out is limited to € 750.

8.3.8.2 The following are excluded:

- **jewellery, bank notes, securities of any kind, rare or precious objects;**
- **audio-visual or communication equipment for a theft claim (see special provisions in section 8.3.5.1);**
- **goods and equipment intended for sale.**

## 8.4 Common exclusions

In addition to the exclusions specific to each cover, the exclusions of the common general terms and conditions shall apply.

The following are also excluded, unless otherwise stated in the specific terms and conditions and subject to payment of an additional premium:

- claims occurring whilst the vehicle is used as a rental vehicle without a driver;
- claims resulting from loss of use or expenses incurred for renting a replacement vehicle in the event of a claim;
- damage to the vehicle whilst transporting flammable, corrosive, explosive or oxidising materials if such materials were a factor either in the cause or the severity of the loss. However, a total tolerance of 500 kg or 600 litres is admitted for oils, mineral spirits or similar products including the supply of liquid or gaseous fuel required by the engine.

## 8.5 Settlement of claims

The provisions of this section are complementary to section 1.12 of the common general terms and conditions.

### 8.5.1 Quote

Before any repair of the **insured vehicle** and/or the options, fittings or accessories and **audio-visual** or **transmission equipment**, the **Policyholder** is to inform the **Company** of the estimated cost of repair.

Unless the **Company** informs the Insured otherwise within 5 working days, the **Policyholder** may carry out the necessary repairs.

If there is a legitimate reason for the immediate repair or immediate replacement of parts, the **Policyholder** is authorised to proceed without the **Company's** prior consent, provided that the cost of this repair or this replacement of parts does not exceed € 620 and that the expenditure is corroborated by way of an itemised invoice.

#### 8.5.2 Assessment of the claim

The amount of the claim is determined between the **Company** and the **Policyholder** on a case-by-case basis. Failing such an assessment, it is estimated and verified by two experts (claim assessors), one of whom is appointed by the **Policyholder** and the other by the **Company**, and who are tasked with determining and establishing the amount of the claim.

In the event of disagreement, the experts shall be joined by a third expert, with whom they shall carry out their assessment and reach a conclusion by majority vote. In the event of failure by one of the parties to appoint an expert or failure by both experts to agree on the choice of the third expert, the appointment shall be made by order of the President of the District court of the district where the **Insured** has his domicile, presiding over summary proceedings. Each party shall defray the fees and expenses of its own expert and half of those of the third expert.

#### 8.5.3 Compensation

##### 8.5.3.1 Compensation according to the degressive plus value

##### 8.5.3.1.1 Applicability

In the **event of total loss**, the vehicle that is subject to the claim shall be compensated according to the **degressive plus value** if, on the date of the **loss**, the following conditions are met:

- the **insured vehicle** must be insured under the "Perfect Plus" formula;
- the **insured vehicle** must belong to the stataulux 11-17 categories;
- the date of first road use registration in the Grand Duchy of Luxembourg or abroad must be less than 36 months at the time the Perfect Plus formula was taken out;
- the expert has declared the vehicle a **total write-off**;
- the total write-off of the vehicle must be the result of a **loss** insured under the fire, theft, material damage to the vehicle – third party collision combined, forces of nature or collision with animals cover;
- the **insured** value must match the **replacement value**, otherwise the proportional rule set out in section 8.5.4 shall apply to the calculation of the compensation.

#### 8.5.3.1.2 Calculation of the compensation

The age of the vehicle is calculated in months from the date of the first road use registration in the Grand Duchy of Luxembourg or abroad and any month already started is counted as a whole month.

##### **Specific rules for a car purchased new or second-hand no older than 12 months**

- the **degressive plus value** schedule attached to the specific terms and conditions shows the **Insured** the exact compensation of the **insured value** of the vehicle at the time of the **claim**.
- the compensation is calculated according to the **actual value** when it exceeds the value resulting from the table attached to the specific terms and conditions or if the claim occurs later than the 84th month.

##### **Specific rules for a car purchased second-hand aged anywhere from 13 months to 36 months**

- in the **event of a total write-off** occurring after the 12th month and up to the 84th month from the date of first road use registration, the benefit payable will be equal to the actual value of the car on the date of the claim increased by 10%.
- the compensation is calculated according to the **actual value** later than the 84th month.

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

In the **event of a claim** insured under the “material damage to the vehicle – third party collision combined” cover affecting a vehicle replacing the designated vehicle, the following rules apply:

- in the **event of a total write-off**, the compensation due for this vehicle is always established at **actual value**;
- the compensation payable shall not be permitted to exceed at the time of the **claim** the **insured value** of the vehicle designated in the specific terms and conditions.

#### 8.5.3.2 Compensation at replacement value

The compensation for the damaged vehicle shall be payable according to the **replacement value** if, at the time of **claim**, the following conditions are met:

- the **insured vehicle** must be eligible for the "material damage to the vehicle" or "material damage to the vehicle - third party collision combined" cover;
- the vehicle must belong to stataulux categories 11-17;
- the first road use registration in the Grand Duchy of Luxembourg or abroad must not exceed 12 months;
- the vehicle must not have travelled more than 30,000 km;
- the cost of repair must exceed 50% of the **replacement value** of the vehicle or the

expert must have declared the vehicle a total write-off;

- the claim of the vehicle must be the result of a **claim** insured under the fire, theft, damage to the vehicle – third party collision combined, the forces of nature, collision with animals insurance cover;
- the **insured value** must match the **replacement value**, otherwise the proportional rule set out in section 8.5.4 shall apply to the calculation of the compensation.

The compensation shall never be permitted to exceed the amount of the invoice paid for the **insured vehicle**.

Specific rules for the replacement vehicle

In the event of a **claim** insured under the "material damage to the vehicle" or "material damage to the vehicle – third party collision combined" cover affecting a vehicle replacing the designated vehicle, the following rules apply:

- in the event of a total write-off, the compensation due for this vehicle is always established at **actual value**;
- the compensation payable shall not be permitted to exceed at the time of the **claim** the **insured value** of the vehicle designated in the specific terms and conditions.

#### 8.5.3.3 Compensation according to actual value

If the event that the damaged vehicle does not come under sections 8.5.3.1 or 8.5.3.2 above, the expert appointed by the **Company** shall determine if the damaged vehicle must be scrapped (total write-off) or if it should be repaired. The same applies to its options, **fittings** or **accessories** and to the **audio-visual** or **communication equipment**.

If the damaged vehicle is scrapped, the benefit is equal to the **reinstatement value** on the date of the **claim** of the **insured vehicle**, including its options, **fittings** or **accessories** and **audio-visual** or **communication equipment**, less the scrap value.

Any discussion or dispute between the **Policyholder** and the expert appointed by the **Company** shall be resolved in compliance with section 8.5.2.

If the replacement only concerns options, **fittings** or **accessories** or **audio-visual** or **communication equipment** declared to be economically irreparable, the compensation shall be equal to the **reinstatement value**, net of the scrap value.

In the case of **audio-visual** or **communication equipment**, in addition an annual age-life depreciation rate, representing 15% of the replacement value, shall be applied.

When the vehicle and/or the options, **fittings** or **accessories** and **audio-visual** or **communication equipment** can be repaired, the compensation will be determined either on the basis of the written quote or the repair bills, or on the basis of the expert assessment performed in compliance with the provisions of section 8.5.2 above.

However, the compensation payable by the **Company** shall not be permitted to exceed the difference between the **reinstatement value** and the scrap value.

#### 8.5.3.4 Compensation in the event of theft

When the vehicle and/or the options, **fittings** or **accessories** and **audio-visual** or **communication equipment** have been stolen and have not been returned to the **Policyholder's** possession within thirty days from the date of the notice of **claim** to the **Company**, the compensation for the reinstatement value at the time of the theft is due from the 31st day after the notice of **claim** and provided that the amount of the compensation was able to be established. In the event of theft of **insured** audio-visual or communication equipment (that is to say covered pursuant to section 8.1.12 and notwithstanding the exclusions set out in section 8.3.5.4 above), in addition an annual age-life depreciation rate, representing 15% of the replacement value shall be applied. The **Company** becomes the owner of the vehicle and/or the options, **fittings** or **accessories** and **audio-visual** or **communication equipment** from the time the compensation is paid.

Upon the signing of the settlement agreement, the **Policyholder** shall hand over to the **Company** all keys to the vehicle still in his possession, including the remote controls for the automatic opening of doors.

When, in the event of theft, the vehicle and/or the options, **fittings** or **accessories** and **audio-visual** or **communication equipment** are returned into the possession of the **Policyholder**, before the expiry of the 30 days after the notice of **claim** to the **Company** and if these have suffered economically repairable damage at the time of the theft, the repair shall be carried out in compliance with section 8.5.3.4. If the material damage to the vehicle and/or the options, **fittings** or **accessories** and **audio-visual** or **communication equipment** is economically irreparable, compensation shall also take place in compliance with section 8.5.3.4.

8.5.3.5 **The Company shall not defray benefits other than those set out in the present terms and conditions. No indemnity shall be paid out for claim of value or impairments.**

#### 8.5.3.6 Social Security benefits

Should the **Policyholder** or the **Insured** have been compensated in full or in part for material damage to the **insured vehicle** by the Association for Insurance against Accidents, the **Company** shall be required to cover only the portion not covered by this body.

In the event of double payment, the **Insured** undertakes to reimburse to the **Company** the portion of the compensation paid in respect of material damage to the vehicle by the Association for Insurance against Accidents.

#### 8.5.4 [Proportional rule](#)

If the **insured value** is less than the **replacement value**, any compensation payable by the **Company** will be reduced in proportion to the existing ratio between the value actually declared and the value that should have been declared.

However, this rule does not apply:

- if the **Policyholder** furnishes proof that the **insured value** has been determined by the **Company**;
- for so-called "first claim insurance"

If the **insured value** is greater than the **replacement value**, the **Company** shall reimburse the **Policyholder** for the portion of premium received in deductible.

#### 8.5.5 Prior damage

The **Company** shall not compensate damage where it has established that:

- this damage has already been compensated but not repaired;
- this was present before the beginning of the insurance coverage.

## 8.6 Personalisation of the material damage premium for stataulux 11-17 categories (cars)

### 8.6.1 Principle

For the calculation of the premium several criteria are taken into account that are described in section 8.6.2.1.

Each criterion corresponds to a value. Pricing is based on the total of these values.

### 8.6.2 Premium calculation

8.6.2.1 Upon the signing of the contract, the premium is established in consideration of the information relating to the criteria described below which the **Policyholder** is to communicate to the **Company** by completing the insurance proposal.

**Criteria:**

- Level of no claims bonus
- Number of years the driving licence has been held
- Number of claims filed under the material damage cover
- First car insurance contract taken out or not
- Date of first road use registration
- List price of the **insured vehicle**

Based on these criteria, values are defined which, when added up, produce a score that serves as the basis for pricing.

- 8.6.2.2 During the life of the contract, the score remains unchanged.  
Whenever the vehicle changes however, the premium shall be automatically adapted in consideration of the new total score calculated on the basis of the above criteria.
- 8.6.2.3 Reduction in consideration of the age of the insured vehicle  
In the event of joint cover for fire, theft, glass breakage and material damage, a reduction is applied to the material damage premium during the life of the contract, in consideration of the **insured vehicle's** age.

## **9 Special terms and conditions - Individual Travel / Family Travel**

The present special terms and conditions shall apply if the specific terms and conditions specify that the individual travel or family travel cover has been granted.

### **9.1 Definitions**

- 9.1.1 Accident  
Any event resulting from the violent and sudden action of an extraneous cause beyond the control of the **Insured** and that causes them bodily injury, **permanent disability** or decease.



## 9.1.2 Road traffic accident

Any event resulting from the violent and sudden action of an extraneous cause beyond the control of the **Insured** in which the vehicle designated in the specific terms and conditions is involved and that causes him **bodily injury, permanent disability** or causes his decease.

## 9.1.3 Insured

### 9.1.3.1 Individual travel

9.1.3.1.1 The **Policyholder**, as a physical person, in a capacity as:

- the **main driver** of the vehicle designated in the specific terms and conditions;
- a passenger in any land vehicle designed in whole or in part for the transport of people with the exception of motor-assisted bicycles, motorcycles or microcars;
- a passenger in any public transport vehicle by air or water;
- a pedestrian provided that the **accident** resulted from traffic on the public highway.

9.1.3.1.2 Any other person authorised to drive the vehicle described in the specific terms and conditions.

### 9.1.3.2 Family travel

9.1.3.2.1 The **Policyholder**, as a physical person and members of his **family**, in a capacity as:

- driver of the vehicle designated in the specific terms and conditions;
  - a passenger in certain land vehicles designed in whole or in part for the transport of people with the exception of motor-assisted bicycles, motorcycles or microcars;
  - a passenger in any vehicle transporting the public by air or water;
  - pedestrians provided that the **accident** resulted from the traffic on the public highway.

9.1.3.2.2 Any other authorised driver of the vehicle designated as such in the specific terms and conditions.

## 9.1.4 Beneficiaries

In the event of **permanent disability**: the **Insured**.

In the event of decease: the beneficiaries of the **Insured** or any other person designated in the contract.

## 9.1.5 Main driver

The driver named in the specific terms and conditions.

## 9.1.6 Family

People who usually live in the home of the **Policyholder**.

The fact that the home is situated a certain distance away for **family** members in education/training does not mean that they lose their capacity as **family** members.

#### 9.1.7 Permanent disability

A lasting diminishment of the physical integrity of the **Insured** determined on the basis of the table of disability rates (section 9.4.2.2.1).

## 9.2 Object and scope of the insurance

### 9.2.1 Object of the cover

This cover sets out to compensate the **Insured** or his beneficiaries, irrespective of the liabilities incurred, as a result of **bodily injury, permanent disability** or decease resulting from a road **traffic accident**.

The cover also applies to **accidents** suffered by the **Insured**:

- when he sustains bodily injuries due to violence suffered during a theft or attempted theft as part of a carjacking or a home-jacking;
- when he actively takes part in the rescue of persons or property at risk as part of a road **traffic accident**;
- when he climbs in or out of the vehicle designated in the specific terms and conditions;
- when he performs repair work further to a roadside breakdown or minor repairs to an insured vehicle during his journey;
- when he loads, unloads or refuels the insured vehicle.

The following shall also be considered as an **accident** for the **Policyholder**, as a physical person and the members of his **family**:

- a violation of his/their physical integrity due to the inhalation of gases or vapours;
- a disease that is the direct result of a covered **accident**;
- drowning.

### 9.2.2 Territorial scope

The benefit of this insurance is granted by the **Company** worldwide.

Only a special clause in the specific terms and conditions of the contract may waive this **territorial scope**.

## 9.3 Exclusions

The exclusions of the **general terms and conditions** apply.

The following may not benefit from this cover:

- people suffering, from before the accident, from a disability rated 66% or higher, following a disability or a serious illness;
- employees of the Policyholder, while they are under his authority and when they are insured by the Association for Insurance against Accidents;
- garage owners or persons who sell, repair, or perform roadside repairs of motor vehicles or who operate service stations, car parks, car wash establishments and while the vehicle was entrusted to them as part of these activities.

## 9.4 Covers, amounts insured and compensation

The decease cover, disability cover, treatment costs and daily hospitalisation allowance are granted, per **accident**, up to the amounts specified in the specific terms and conditions.

### 9.4.1 Decease

In the event of decease due to a covered claim, occurring no later than 2 years after the **accident**, the **Company** shall pay out the benefit to the designated **beneficiaries**. If, at the time of decease, sums have already been paid out for the same claim under **permanent disability**, they shall be deducted from the benefit due for the decease, up to a maximum of the death benefit. The **Policyholder** and, if deceased, his beneficiaries alone shall be entitled to seek the payment of the benefits due.

### 9.4.2 Permanent disability

#### 9.4.2.1 Disability assessment procedure

The **Insured** shall submit to all medical examinations which the **Company** deems necessary to enable it to determine the benefits payable pursuant to the present contract.

The **Insured** authorises any physician appointed as part of a claim to transmit his findings directly to the **Company's** medical examiner. The **Insured** and the **Company** may appoint a medical expert. The costs of the various tests shall be defrayed by the **Company**.

#### 9.4.2.2 Calculation of the benefit

The benefit payable by way of permanent disability benefit is calculated within the confines of the terms and conditions specified below.

##### 9.4.2.2.1 The rate of **permanent disability** is calculated in reference to the table below

	%	
	Right	Left

Absolute loss of vision in both eyes	100	
Loss of an eye or absolute loss of vision in one eye	30	
Incurable insanity making it impossible to work	100	
Total deafness in both ears	50	
Total deafness in one ear	15	
Total paralysis	100	
Amputation or complete loss of function		
- of both arms	100	
- of both hands	100	
- of both feet	100	
- of both legs	100	
- of one arm or one hand and one leg or foot	100	
Amputation or complete loss of function		
- of a hand	60	50
- of a forearm	65	55
- of an arm	75	60
Loss of movement		
- in the wrist	20	15
- in the elbow	25	20
- in 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 finger or little finger	8	6
	%	
	Right	Left
Simultaneous amputation		
- of the thumb and the 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, excluding the thumb	40	35
Amputation or loss of function		
- of the thigh	60	
- of the leg	50	
- of one foot	40	

Ankylosis of the hip	
- in an unfavourable position	45
- in extension	35
Ankylosis of the knee	
- in an unfavourable position	25
- in extension	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 benefit payable for **permanent disability** is then concurrently calculated at 350%:

- for the portion of the disability rate ranging from 1-25%, based on the sum insured;
- for the portion of the disability rate above 25% and up to 50% inclusive, on the basis of three times the sum insured;
- for the portion of the disability rate over and above 50%, based on five times the sum insured.

9.4.2.2.2 The **permanent disability** rate is assessed as from the consolidation of the condition of the **Insured** and no later than two years after the **accident**.

However, if the **Company** believes, on the advice of the medical examiner, that at the end of these two years the disability may still evolve over time, a provisional rate is established in consideration of the condition of the **Insured** at that point in time. In this case, the **Company** shall immediately pay the **Insured** half of the benefit corresponding to the said provisional rate.

No later than three years after the first payment - which accrues to the **Insured** - the **Company** shall pay any balance of the benefit based on a new medical expert opinion establishing the final and definitive rate.

No **permanent disability** benefit is payable if the **Insured** dies before the end of the two-year period set out in the first paragraph without a final and definitive consolidation being established in that period.

If the **Insured** is under the age of 5 at the time of the accident, the sum insured is increased by 50%.

The benefits insured in the event of decease and **permanent disability** are not concurrent

9.4.2.2.3 For a left-handed person, the rates of the right upper limb are applied to the left and vice versa.

The table above, which shows the rate of **permanent disability** to be considered refers to a complete loss of function. In the event of partial loss of function of limbs or organs, the **permanent disability** rate is reduced in consideration of the loss of function actually incurred.

If the incapacity is caused by a disability not covered by the table above, the rate of the said incapacity is established by comparison with the cases listed therein.

If one and the same **accident** causes several disabilities, the total disability rate is assessed on the basis of the rates and rules set out above.

The disability rate can never exceed 100%.

If limbs or organs were totally or partially lost, crippled, paralyzed or no longer able to be used from before the **accident** already, the rate of the pre-existing disability, to be established under the principles set out above, shall be deducted when determining the rate of disability caused by the **accident**.

The aforesaid compensation cannot be combined with that provided in the event of decease.

#### 9.4.3 Treatment costs

The **Company** shall reimburse up to the amount set out in the specific terms and conditions and subject to deduction of the benefits paid out under all and any social insurance, all treatment costs necessary for the recovery process.

These treatment costs include the costs of temporary prostheses, temporary braces, first prostheses and definitive braces, as well as the travel expenses involved in the treatment.

#### 9.4.4 Daily hospitalisation allowance

When treatment requires admission into hospital, the **Company** shall pay the **Insured** throughout the duration thereof, a flat rate daily hospitalisation allowance, the amount of which is set out in the specific terms and conditions. This benefit is payable immediately without a qualifying period but up to a maximum of 365 days.

#### 9.4.5 Individual travel for a motorcyclist

In addition to the provisions set out in section 9.4.2 above, it is specified that for any loss that results in a permanent disability, the insured motorcyclist shall pay an absolute deductible of 15%. Therefore, if the rate of disability suffered by the **Insured** is less than or equal to 15%, the **Company** will have nothing to pay. On the other hand, if this rate exceeds 15%, the benefit payable will be calculated over the difference between the determined rate of disability and the absolute deductible of 15%.

## 9.5 Partial forfeiture

The Insured is to comply with the statutory and regulatory road traffic provisions regarding the compulsory wearing of seat belts and helmets under penalty of a one-third reduction of the benefit payable by the Company and, when the injuries incurred by the Insured are causally related to non-compliance with this obligation.

## 9.6 Family travel

Subject to a special premium and inclusion in the specific terms and conditions, the covers shall be granted to the **Policyholder**, in a capacity as the driver or as a passenger, and to the members of his **family** in a capacity as authorised drivers or as passengers of the vehicle designated in the specific terms and conditions.

## 9.7 Change of vehicle

The **Insured** who replaces the vehicle designated in the specific terms and conditions for another is to report this to the **Company**. The **Insured** who temporarily uses the car of a third party to replace the car normally used is covered, provided he notifies the **Company** thereof prior to using the said vehicle. He is to inform the Company of the details of the replacement car.

## 9.8 Indexation

9.8.1 The premium, the sums insured, the indemnity limits vary upon the annual contract renewal date in proportion to the existing ratio between:

9.8.1.1 the weighted index of consumer prices established by STATEC and published at least three months before the first day of the month of the annual premium due date and the index at the start of the contract, i.e. the index set out in the specific terms and conditions of the contract.

9.8.2 In the event of a claim, the last index published before the date of the claim shall replace the index of the maturity date if it is higher, without being permitted to exceed 120% of the latter.

The maturity index is understood to mean the index applied upon the due date of the last premium.

9.8.3 The benefits granted in the event of a claim are established on the basis of the sums insured and the indemnity limits in force on the date of occurrence of the **accident**.

## 9.9 Notice of claim

These provisions are complementary to section 1.12 of the common general terms and conditions.

The notice of claim must be accompanied by a medical certificate from the doctor or doctors:

- who have treated the **Insured** and specify the causes and nature of the **bodily injuries** sustained and their likely consequences;

- who pronounced the decease.

It is incumbent on the **Insured** to:

- provide the **Company**, within ten days of its request, all further information or medical certificates relating to the accident, to the course of treatment, the current or prior state of health of the Insured;
- enable and facilitate the **Company** to verify the declarations made to the **Company**, and to see and admit the **Company's** representatives to this end;
- submit to all examinations by the **Company's** doctors, it being understood that they may be assisted by the **Insured's** attending physician.

For these examinations, the travel expenses incurred by the **Insured** by public transport and the fees of the **Company's** doctors shall be defrayed by the latter.

In the event of decease of the **Insured**, these obligations shall apply to the Insured's beneficiaries.

The **Company** expressly reserves the right, under the conditions permitted by law, to have an autopsy performed of the deceased **Insured** as well as to assign its medical examiner to make himself available for all legal assessments relating to the **accident** under the claim.

The **Insured** hereby expressly authorises the attending physicians to readily communicate to the **Company's** medical examiner all the information they have regarding his state of health.

**If the declaration is not made within the prescribed time limit, and the Company is no longer able to exercise the medical supervision set out above or, where appropriate, to determine the exact circumstances and consequences of the accident, the Company shall be within its rights to reduce the benefit to the extent of the loss it has suffered.**

## 9.10 Settlement of claims



All benefits are paid within 30 days from the date of the agreement between the parties as established by the receipt in discharge of payment of compensation.

Failing payment within the time limit specified, the amount due shall attract interest at the legal rate of interest as from the 31st day.

In the event the **Policyholder** has objections to such payment, this period shall only run from the day of release.

When the amount of the damages cannot be definitively established three months after the occurrence of the claim, the **Company** shall pay an amount equal to the treatment costs incurred during this period that are not covered by a third-party payer, and a provision for the benefit on account of the final damage.

Under penalty of a benefit reduction, and recovery by the **Company** of the sums already paid, the **Insured** undertakes:

- not to claim from the **Company** the amounts for which he has already been compensated by third-party payers;
- to immediately notify the **Company** of any proposals for talks, negotiations, transactions, agreements or judicial assessments made by a liable third party, its insurer or any other body, to allow the Company to participate therein.

## 10 Special terms and conditions - Driver Safety

The present special terms and conditions shall apply if the specific terms and conditions specify that the driver safety cover has been granted.

### 10.1 Definitions

#### 10.1.1 Road traffic accident

Any event resulting from the violent and sudden action of an extraneous cause beyond the control of the **Insured** in which the **vehicle specified** in the specific terms and conditions is involved and that causes them **bodily injury, permanent disability** or decease.

#### 10.1.2 Insured

- The **main driver**.
- Any authorised driver of the motor vehicle designated in the specific terms and conditions.

#### 10.1.3 Beneficiaries

- In the event of **bodily injury**, the **Insured**.
- In the event of decease: the beneficiaries of the **Insured**, who has suffered a loss as a result of the decease.

#### 10.1.4 Main driver

The driver named in the specific terms and conditions.

#### 10.1.5 Permanent Disability

A lasting diminishment of the physical integrity of the **Insured** determined on the basis of the disability scale used by the Social Security organisations.

#### 10.1.6 Bodily injury

Any bodily injury sustained by the **Insured**, unintentional on his part.

#### 10.1.7 Insured vehicle

The motor vehicle designated in the specific terms and conditions and of the following type:

- car, commercial car or utility vehicle;
- vans and trucks with a maximum authorised mass of less than 10,000 kg.

### 10.2 Object and scope of the insurance

#### 10.2.1 Object of the insurance

The **Company** shall compensate, irrespective of the liabilities incurred, the prejudice of the **beneficiaries** further to **bodily injury** or **permanent disability** suffered by the Insured and/or further to his decease resulting from a road **traffic accident** due to other road users, his own behaviour or that of passengers and due to vehicle failures.

The benefits shall be determined in accordance with the rules of common law in force in Luxembourg

and in all cases as if the accident had occurred in the Grand Duchy of Luxembourg.

The benefits paid or payable by third-party payers shall be deducted from the benefit due.

By way of an example and in non-exhaustive fashion, third-party payers are organisations under the social security system or any other similar organisations, employers, etc.

If the driver is not liable for the accident or is so only partially, the compensation

becomes an advance that is repayable in whole or part by calling on a third party responsible for such payments.

Whenever the benefit received as remedy is less than the advance, the **Company** undertakes not to demand the difference to be refunded.

#### 10.2.2 Territorial scope

The "driver safety" cover is granted by the **Company** in the same countries where the "liability insurance" cover applies (see liability insurance cover in section 4.2.5).

Only a special clause in the specific terms and conditions of the contract may waive this territorial scope.

### 10.3 Exclusions

The exclusions of the common general terms and conditions apply.

The accidents that occur in the following circumstances are also excluded:

- if the driver has a blood alcohol level greater than the legal limit set out under Luxembourg road traffic law on all public roads;
- if the driver is under the influence of drugs, narcotics or hallucinogens;
- if the accident resulted from notoriously reckless acts, bets or challenges;
- if the accident resulted from suicide or attempted suicide;
- if the driver fails to meet the conditions imposed by laws and regulations in force in Luxembourg to be permitted to drive a vehicle;
  
- if the vehicle was entrusted to the driver as part of his activities in respect of garages or persons engaged in the selling, repair and recovery of motor vehicles or who run service stations, car parks, car washes.
- if the insured vehicle was requisitioned or hired (except leasing and renting);
- if the driver is unable to control his mental or nervous reactions, and this incapacity is causally related to the claim;
- if learning to drive the insured vehicle.

### 10.4 Covers, amounts insured and compensation

The decease and disability covers are granted, per accident, up to the amounts specified in the specific terms and conditions. This amount includes all and any interests, costs, expenses, fees and advances of any kind.

The loss compensated to the **beneficiaries** includes:

#### 10.4.1 Decease

In the event of decease due to the accident that occurs immediately or within a maximum of 3 years after the **claim**:

- the economic loss suffered by the beneficiaries;
- the non-pecuniary harm suffered by the **beneficiaries**;
- funeral expenses.

#### 10.4.2 Bodily injury

In cases of **bodily injury**:

- the pecuniary loss resulting from total or partial **permanent disability** without deductible;
- the economic loss resulting from total or partial temporary disability;
- disfigurement;
- the help of a third party necessitated by the definitive loss of physical integrity;
- the cost of a prosthesis;
- treatment costs;
- damage to clothing arising from the **bodily injury**.

All claims are covered up to the amount specified in the specific terms and conditions.

In the event of decease after payment of benefits for permanent damage to the victim's physical integrity, the amount paid as such is deducted from the covered benefit in the event of decease.

For the purpose of the present terms and conditions, economic loss is understood as both the actual loss of income and the benefit for the permanent damage to physical integrity in the event of establishment using the "point of disability" method.

### 10.5 Extended covers

10.5.1 This insurance shall extend, without requiring a declaration, to include the **Insured's** spouse or cohabiting partner in their capacity as the driver:

- of a motor vehicle belonging to a third party of the same type and assigned to the same use as the **insured vehicle**, if the vehicle replaces the **insured vehicle** that is temporarily unfit to be used, irrespective of reason, for a period not exceeding one month from date to date;
- of a motor vehicle belonging to a third party, driven occasionally, even when the vehicle used is in use.

In the event the provisions of this section apply, the vehicle used under the aforesaid conditions shall be considered as the **insured vehicle**.

This coverage extension is auxiliary in nature. Consequently, it loses its effect if the

**Insured** can obtain compensation for the damage under the same or similar cover as that of the "driver safety" insurance, linked to the replacement vehicle.

#### 10.5.2

The cover also applies to accidents suffered by the **Insured**:

- when he climbs in or out of the **vehicle designated** in the specific terms and conditions or performs repair work further to a roadside breakdown or minor repairs to an insured vehicle during his journey;
- when he actively takes part in the rescue of persons or property at risk as part of a road **traffic accident**;
- when he loads or unloads the **insured vehicle**;
- when he refuels the **insured vehicle**;
- when he sustains **bodily injuries** due to violence suffered during a theft or attempted theft as part of a carjacking or a home-jacking;

### 10.6

#### Specific rules

The **Insured** is to comply with the statutory and regulatory road traffic provisions regarding the compulsory wearing of seat belts under penalty of a one-third reduction of the benefit payable by the Company and, when the injuries incurred by the **Insured** are causally related to non-compliance with this obligation.

If, in the event of a claim, it emerges that the **Insured** - authorised driver - is not the main driver of the vehicle or his spouse or cohabiting partner, the covers, amounts insured and benefits will be reduced by half.

### 10.7

#### Notice of claim

These provisions are complementary to section 1.12 of the common general terms and conditions.

The notice of claim must be accompanied by a medical certificate from the doctor or doctors:

- who have treated the **Insured** and specifying the causes and nature of the **bodily injuries** sustained

and their likely consequences;

- who confirmed the decease.

The **Insured** shall:

- provide the **Company**, within ten days of its request, any other information or medical certificates relating to the accident, to the course of treatment, the current or prior state of health of the **Insured**;

- allow the **Company**, and facilitate, the verification of declarations made to it; receive for this purpose its representatives;
- undergo any examinations by the **Company's** doctors, it being understood that they may be assisted by their attending physician.

For these examinations, the travel expenses incurred by the **Insured** by public transport and the fees of the **Company's** doctors are payable by the latter.

In the event of decease of the **Insured**, these obligations apply to beneficiaries of the **Insured**.

The **Company** expressly reserves the right to proceed under the conditions lawfully admitted with the autopsy of the deceased **Insured** and to entrust its doctor with any legal assessment relating to the accident subject to the claim.

The **Insured** hereby expressly authorises the attending physicians to readily communicate to the **Company's** medical examiner, all the information they have regarding their state of health.

**If the declaration is not made within the prescribed period, and the Company is no longer able to exercise the means of medical supervision provided or, where appropriate, to determine the exact circumstances and consequences of the accident, it has the right to reduce the benefit to the extent of the loss it has suffered.**

## 10.8 Settlement of claims

All benefits are paid within 30 days from the date of the agreement between the parties as established by the receipt in discharge of payment of compensation.

Failing payment within the time limit specified, the amount due shall attract interest at the legal rate of interest as from the 31st day.

In the event the Policyholder has objections to such payment, this period shall only run from the day of release.

When the amount of the damages cannot be definitively established three months after the occurrence of the claim, the **Company** shall pay an amount equal to the treatment costs incurred during this period that are not covered by a third-party payer, and a provision for the benefit on account of the final damage.

Under penalty of a benefit reduction, and recovery by the **Company** of the sums already paid, the **Insured** undertakes:

- not to claim from the **Company** the amounts for which he has already been compensated by third-party payers;
- to immediately notify the **Company** of any proposals for talks, negotiations,

transactions, agreements or judicial assessments made by a liable third party, its insurer or any other body, to allow the **Company** to participate therein.

## 10.9 Personalised premium

The applicable premium varies on each anniversary date of the contract based on the percentage corresponding to the classification achieved by the **Policyholder** on the no claims bonus scale of the liability insurance that covers the **designated vehicle**.

# 11 Special terms and conditions - 24/7 Assistance Plus

The following special terms and conditions supplement the "24/7 first assistance" cover. They apply if the specific terms and conditions specify that the "24/7 assistance plus" cover has been granted, provided that the date of first road use registration of the insured vehicle does not exceed 10 years at the time of purchase of the "24/7 assistance plus" cover.

## 11.1 Additional Definitions

### 11.1.1 Accidental bodily injury

A sudden event beyond the control of the **Insured** causing bodily injury certified by a **competent medical authority** and one of whose causes is extraneous to the body of the victim.

### 11.1.2 Medical incident

**Illness** or **accidental bodily injury** suffered by an **Insured**.

### 11.1.3 Technical incident

Under the 24/7 assistance plus cover, **breakdown** is also considered a **technical incident**.

#### 11.1.4 Illness

Any involuntary health disorder that is medically detectable.

#### 11.1.5 Breakdown

Any damage incurred by the **insured vehicle** due to wear, defect, failure or malfunction of certain parts making it impossible to continue the journey or the planned travel, or which causes abnormal or dangerous driving conditions within the meaning of the Highway Code.

### 11.2 Object and territorial scope

#### 11.2.1 Object

The **service provider** covers, up to the amounts specified, including taxes, an assistance service when the **Insured** suffer not only the random events listed under the definition of a **technical incident**, but also those defined below in the contract.

#### 11.2.2 Territorial scope

Unless a derogation applies to certain benefits, the personal assistance service applies in the Grand Duchy of Luxembourg (or **area of residence**) and in countries around the world, from the time of departure from the **Insured's domicile** in the Grand Duchy of Luxembourg (or **area of residence**).

### 11.3 Conditions for granting the assistance service

11.3.1 All benefits not claimed at the time of the event and as those denied by the **Insured** or organised without the service **provider's** consent shall not qualify for a subsequent refund.

The event must be reported to the service **provider** upon its occurrence, with a statement from the local authorities and emergency services to be provided to the service provider.

An exception to this rule is made for costs:

- of search and rescue **abroad** (section 11.5.2);
- transport of the **Insured** after sustaining injuries on a ski slope;
- medical expenses incurred **abroad** (section 11.5.6) that did not require hospitalisation, up to a maximum of two medical visits per year of cover and upon production of a medical certificate.



11.3.2 The cover shall not apply when, notwithstanding a formal statement from the Ministry of Foreign Affairs of the Grand Duchy of Luxembourg (or **area of residence**), advising citizens not to travel to a country in a state of unrest, rioting, war or civil war, the **Insured** decides to undertake his journey in spite thereof.

11.3.3 If the insured vehicle is more than 10 years old and the "24/7" assistance plus" cover has been taken out all the same, only the assistance services to persons are covered. If the **Policyholder** is a legal person, the physical person designated under the specific terms and conditions shall be equated therewith.

#### 11.4 **Vehicle assistance: other cases**

##### 11.4.1 **Fuel assistance**

In the event the vehicle runs **out of fuel**, the service **provider** shall send a breakdown lorry with a tank of fuel to allow the **Insured** to reach the nearest service station with his vehicle. Fuel costs are defrayed by the **Insured**.

In the event of misfuelling, the service **provider** shall arrange and cover the costs of emptying the tank where the vehicle was left immobilised or at one of its breakdown centres, depending on the circumstances.

##### 11.4.2 **Puncture assistance**

In the event of a tyre puncture, the service **provider** shall arrange and defray the cost of the recovery of the vehicle at the place where the immobilised vehicle is located if the **Insured** is unable to fit the spare wheel. The service **provider** shall not be required to defray the cost of the recovery or the towing operation if the **Insured** does not have a spare tyre in good condition. If several tyres have a puncture, the service **provider** shall arrange and cover the costs of towing the **insured vehicle** to the nearest garage.

##### 11.4.3 **Assistance unlocking the vehicle**

In the event the Insured left the keys inside the **insured vehicle**, the service **provider** shall open the vehicle doors upon presentation of proof of identity by the **Insured**. The service **provider** reserves the right to inspect the vehicle documentation after unlocking the doors.

The service **provider** shall not be required to perform this service if unlocking the doors is likely to damage the vehicle.

If the car key of the **insured vehicle** is lost whilst a duplicate of the key is kept at the **Insured's home**, the service **provider** shall arrange and cover the costs of a round trip taxi journey from the place where the immobilised vehicle is located to the **Insured's**

**home** up to a maximum of € 65. If the vehicle's safety cannot be ensured in the meantime, the service **provider** shall tow the vehicle to the nearest garage and cover the storage costs up to a maximum of 24 hours.

In both cases, the service **provider** will not intervene if the vehicle is equipped with an anti-theft system making it impossible to move the vehicle.

If the car key of the **insured** vehicle is lost whilst no duplicate of the key is kept at the Insured's registered address, the service **provider** shall inform the **Insured** of the steps to be taken with the manufacturer to get a duplicate.

## 11.5 Personal assistance: extensions

### 11.5.1 Medical assistance

In the event of a **medical incident** suffered by an **Insured**, the service provider's medical team shall contact, as soon as the first call has been received, the on-site attending physician to intervene in the conditions best suited to the condition of the **Insured**.

In all cases it is the local authorities who shall organise first aid.

### 11.5.2 Costs of search and rescue abroad

The service **provider** shall refund the costs of search and rescue efforts incurred to safeguard the life or physical integrity of an **Insured** up to a value of € 5,000 per claim provided that the rescue operation is made to occur pursuant to a decision taken by the competent local authorities or the official rescue agencies. **The event must be reported to the service provider upon its occurrence, with a statement from the local authorities or rescue services to be provided to the service provider.**

### 11.5.3 Refund of the skipass

If the condition of the injured **Insured** involves his admission into hospitalisation for longer than 24 hours and/or his **repatriation** arranged by the service **provider**, his skipass will be refunded upon presentation of the original, for the remaining time it was unable to be used, up to a maximum of € 125.

### 11.5.4 Skiing accident abroad

In the event of **bodily injury** on a ski slope, the service **provider** shall refund the **Insured**, upon presentation of the original documents, the cost of bringing them down the slope in a medical sledge further to the accident. The accident must be reported to the service **provider** no later than 72 hours after its occurrence.

This cover shall be excluded if the accident occurs after skiing off piste without a guide approved by the authorities of the country concerned.

#### 11.5.5 Sending a doctor on-site

Further to a **medical incident** and if the service **provider's** medical team deems such to be necessary,

the service **provider** shall authorise a doctor or a medical team to travel to the scene of the **Insured's** accident to better judge and arrange the measures to be put in place.

#### 11.5.6 Refund of medical expenses further to a medical incident abroad

The service **provider** shall cover, net of an deductible of € 40 per claim and per **Insured**, and after exhausting the benefits covered by third-party payers, the costs of care received **abroad**, further to a **medical incident** up to a maximum of € 25,000 per **Insured**.

This cover includes:

- medical and surgical fees;
- the medicines prescribed by a local doctor or surgeon;
- the cost of minor dental care or emergency work to preserve teeth further to an accident or an acute crisis and whose treatment is performed by a qualified dentist up to € 125 maximum per **Insured** (prostheses excluded);
- hospitalisation expenses provided that the **Insured** is deemed untransportable by the service **provider's** doctors;
- the cost of transportation ordered by a doctor for a local journey.

#### 11.5.6.1 Excluded medical expenses

**The following are not reimbursed:**

- **cosmetic work and treatments;**
- **medical expenses incurred in the Grand Duchy of Luxembourg (or area of residence), whether resulting from an accident or illness occurring abroad or otherwise;**
- **the cost of spa treatments, massages, physiotherapy and vaccination;**
- **treatments not recognised by the Luxembourg social security office;**
- **the cost of eyeglasses, contact lenses, medical devices and prosthesis costs in general;**
- **expenses resulting from the use of drugs (except prescription medicines) and/or alcohol abuse;**
- **any requests for intervention not filed at the time of the event, except for medical expenses abroad that did not result in hospitalisation.**

#### 11.5.6.2.1 Conditions governing the coverage of medical costs

The payment and/or the reimbursement come in supplement to refunds and or payments obtained by the **Insured** or his beneficiaries from the social security organisations and/or any other welfare bodies which they are enrolled with.

11.5.6.2.2 The payment and/or the reimbursement of treatment costs are made to occur under the public system. The payment and/or the reimbursement of treatment in private establishments are made to occur only if justified by technical and medical requirements and the service **provider's** medical department has given its prior consent.

11.5.6.2.3 If the **Insured** does not have minor risk and major risk coverage that is valid with social security and/or any other welfare bodies, the service **provider** shall contribute towards the reimbursement of the medical expenses only in supplement to the payments and/or the reimbursements which the **Insured** (or his beneficiaries) would have obtained from the social security organisations and/or any other welfare bodies which they are enrolled with.

11.5.6.3 Procedures for the payment of medical expenses

The additional payment of these costs is made to occur by the service **provider** to the **Insured** upon his return to the Grand Duchy of Luxembourg (or **area of residence**), after first calling on the assistance of the bodies and organisations listed in the previous paragraph, upon presentation of all original supporting documents.

In the event the service **provider** has advanced the medical costs, the **Insured** undertakes to put in place - within a two-month period upon the receipt of the relevant bills - the steps required to recover these costs from the social security organisations and/or any other welfare bodies which they are enrolled with (mutual or otherwise) and to repay the amount of the sums thus obtained to the service **provider**.

11.5.7 [Hospitalisation for longer than 5 days of the Insured travelling abroad alone](#)

If the **Insured**, whilst travelling alone, is admitted into hospital further to a **medical incident** and the doctors appointed by the service **provider** advise against him being moved in the next five days, the service **provider** shall arrange and cover the costs of the (return) journey of a family member or a person close to the **Insured** who is a resident of the Grand Duchy of Luxembourg (or **area of residence**) to visit the sick or injured **Insured** by his bedside.

The **hotel expenses** on-site of this person shall be paid up to a maximum of € 80 maximum per day and for a maximum of 10 days, subject to the presentation of the original supporting documents.

#### 11.5.8 Expenses arising from extension of stay of the Insured abroad

The service **provider** shall cover the cost of extending the stay of the sick or injured **Insured** in a hotel if he is unable, on the orders of a local doctor, to undertake the journey home on the return date originally planned.

The decision to extend the stay must be approved by the service **provider's** doctor.

These costs shall be limited per **medical incident** up to € 80 per day and for a maximum of 10 days, subject to the presentation of the original supporting documents.

#### 11.5.9 Repatriation or transportation further to a medical incident

If the **Insured** is admitted into hospital further to a **medical incident** and the service **provider's** medical team deems it necessary to move him to a medical centre that is better equipped, more specialised or closer to his **home** in the Grand Duchy of Luxembourg (or **area of residence**), the service **provider** shall arrange and cover the costs of the **repatriation** or the transportation of the sick or injured **Insured** under medical supervision if necessary, and depending on the severity of the case by:

- rail (1st class);
- light medical vehicle;
- ambulance;
- scheduled flight, economy class, purpose-equipped if necessary;
- air ambulance;

to a hospital near the **Insured's home** in the Grand Duchy of Luxembourg (or **area of residence**).

If the incident occurs outside of Europe and countries bordering the Mediterranean, transport shall be by scheduled flight (economy class) only.

The decision regarding the means of transport and the resources to be brought to bear shall be taken by the service **provider's** doctor in consideration of the technical and medical imperatives alone. The service **provider's** doctor must have given his consent prior to any transportation.

#### 11.5.10 Replacement driver in the Grand Duchy of Luxembourg (or area of residence) and abroad

If a **medical incident** does not allow the **Insured**, further to the opinion delivered by the service **provider's** medical team, or a passenger to drive the vehicle, the service **provider** shall make available a qualified driver to take him **home** by the most direct route.

The intervention of the service **provider** is limited to the driver's travel expenses and his salary.

All other costs, including tollage and fuel, are payable by the **Insured**.

#### 11.5.11 Funeral repatriation after decease during a trip abroad

In the event of decease of an **Insured abroad** and if the family decides on burial (or cremation) in the Grand Duchy of Luxembourg (or **area of residence**) the service **provider** shall arrange the **repatriation** of the mortal remains and cover:

- the costs of funeral treatment;
- the cost of putting the body in a coffin on-site;
- the cost of the coffin up to € 650 maximum;
- the cost of transporting the mortal remains from the place of decease to the place of burial or cremation in the Grand Duchy of Luxembourg (or **area of residence**).

The cost of the ceremony and the burial or cremation in the Grand Duchy of Luxembourg (or **area of residence**) shall not be covered by the service **provider**.

If the family decides on burial or cremation on-site **abroad**, the service provider shall arrange and cover the costs of the same benefits as those specified above. In addition, it shall arrange and cover the costs of the (return) journey by a family member or a person close to the deceased who is a resident of the Grand Duchy of Luxembourg (or **area of residence**) to reach the place of burial or cremation.

In the event of cremation on-site **abroad** with a ceremony in the Grand Duchy of Luxembourg (or **area of residence**), the service **provider** shall covers the costs of **repatriation** of the urn to the Grand Duchy of Luxembourg (or **area of residence**).

At all times, the intervention of the service **provider** shall be confined to the expenses that would have been incurred by the repatriation of the mortal remains to the Grand Duchy of Luxembourg (or **area of residence**).

The choice of companies involved in the repatriation process rests solely with the service provider.

The Grand Duchy of Luxembourg (or **area of residence**):

The service **provider** shall arrange transportation and cover the costs of transporting the mortal remains from the hospital or the morgue to the place of burial or cremation in the Grand Duchy of Luxembourg (or **area of residence**).

#### 11.5.12 Repatriation costs of other Insured in the event of medical evacuation or decease of an Insured abroad

In the event of the **medical evacuation** or decease of an **Insured abroad**, the service **provider** will arrange and cover the costs of the early return of the other Insured to their **home** in the Grand Duchy of Luxembourg (or **area of residence**).

This cover shall apply provided that the other **Insured** cannot use the same means of transport as on the outward journey or that originally planned for the return to the Grand Duchy of Luxembourg (or **area of residence**) by their own means or with a replacement driver (section 11.5.10).

The service **provider** shall also arrange and cover the costs of the return of the pet dog(s) or cat(s) accompanying the **Insured**.

#### 11.5.13 Payment of the costs of children under 16 years of age abroad

If the **Insured** (persons) accompanying children under the age of 16 are unable to care for them further to a **medical incident**, the service **provider** shall arrange and cover the costs of the return journey of one person who is a resident of the Grand Duchy of Luxembourg (or **area of residence**), designated by the family to fetch the children under the age of 16 and bring them back to their **home** in the Grand Duchy of Luxembourg (or **area of residence**). The cost of one night's hotel accommodation for this person will be covered up to a maximum of € 80 subject to the presentation of original supporting documents.

If it is impossible to reach one of the persons specified above, or if these persons are unable to make the journey, the service **provider** shall send a representative to take charge of the children and bring them back to the Grand Duchy of Luxembourg (or **area of residence**), to the custody of the person designated by the **Insured**. This cover cannot be combined with the cover provided in section 11.5.14 (early return of the **Insured**).

#### 11.5.14 Early return of the Insured

If the **Insured** has to interrupt his trip **abroad** because:

- of the decease or unexpected hospitalisation for longer than 5 days in the Grand Duchy of Luxembourg (or **area of residence**) of a member of his family (spouse, child, grandchildren, brother, sister, father, mother, grandparents, parents-in-law, brother-in-law, sister-in-law),
- of the unexpected decease of a partner irreplaceable for the daily management of the company of the **Insured** or of the replacement of the **Insured** in their liberal profession, the service **provider** shall arrange and cover the costs of:
  - either the return journey of an **Insured**;
  - or, the return journey of two **insured** to their **home** or to the place of burial in the Grand Duchy of Luxembourg (or **area of residence**).

If the vehicle used by the **Insured** for travel must be left on-site, the service provider shall see to it that the vehicle is driven **home** with its passengers subject to the terms set out in the section on the replacement driver (section 11.5.10).

The "early return of an **Insured**" cover shall be granted only upon presentation of a death certificate or a certificate of hospitalisation and only if the illness or decease was unforeseeable at the time when the **Insured** left on his foreign trip.

## 11.6 Foreign travel assistance

#### 11.6.1 Miscellaneous information

The service **provider** shall give the **Insured**, by phone, information about a departure abroad (visas, passports, vaccinations, etc.).

#### 11.6.2 Assistance in the event of theft or claim or destruction of luggage abroad

In the event of theft or claim of **baggage** of an **Insured** during an air transfer, the service **provider** shall help him to perform the formalities with the relevant authorities and provide him with full information about the search undertaken.

In the event of theft, claim or destruction of the **luggage** of an **Insured**, the service **provider** shall arrange and cover the costs of sending a suitcase of personal replacement items weighing no more than 20 kg. The suitcase must be deposited ahead of time at the service **provider's** registered office and come accompanied by an accurate inventory of its contents.

The service **provider** waives all and any liability for the loss of or damage to the bag to be sent **abroad** and for the disappearance of its contents.

#### 11.6.3 Transmission of urgent messages to the Grand Duchy of Luxembourg (or area of residence)

If the **Insured** so requests, the service **provider** shall transmit, free of charge, urgent messages with regard to the cover and the insured benefits to anyone remaining at home in the Grand Duchy of Luxembourg (or **area of residence**).

In a general sense, the retransmission of messages is subject to justification of the request, a clear and explicit formulation of the message to be transmitted and the precise indication of the name, address and telephone number of the person to be contacted.

Any text resulting in criminal, financial, civil or commercial liability shall be transmitted under the sole responsibility of its author who must be identifiable. In addition, the content of the text is to comply with Luxembourg and international law.

#### 11.6.4 Assistance in the event of loss or theft of travel documents or travel tickets

In the event of loss or **theft** of his travel ticket and papers needed to return **home** and after the **Insured** has reported such events to the local authorities, the service **provider** shall:

- make every effort to facilitate the procedures and formalities required for the return of the **Insured**;
- at the request of the **Insured**, provide information about the locations of consulates and embassies of the **Insured's** country of origin;
- provide the **Insured** with the tickets for the return or continuation of his journey, with



the latter required to reimburse the ticket price to the service **provider** within two months after these were made available.

In the event of loss or **theft** of checks, bank cards or credit cards, the service **provider** shall inform the **Insured** of the telephone number of banks so as to put in the necessary protective measures.

**The Insured must report the claim or theft to the local authorities.**

The service **provider** waives all and any liability for the incorrect or erroneous transmission of the information provided by the **Insured**.

#### 11.6.5 **Sending essential medicines abroad**

When the **Insured** finds himself ill **abroad**, and with the prior agreement of the service **provider's** medical department, the service **provider** shall arrange and cover the costs of procuring and making available essential prescription medicines by a **competent medical authority**.

The service **provider** shall arrange and cover the costs of sending and providing the essential medicines prescribed by a **competent medical authority** which are unavailable locally but which are available in the Grand Duchy of Luxembourg (or **area of residence**).

The service **provider** shall arrange and cover the costs of seeking and sending out the said medicines by the most expeditious means, subject to local and international laws and availability of transport.

The **Insured** undertakes to reimburse the service **provider** for the cost of the medicines made available to him, plus any customs duties, within two months from the date of dispatch.

#### 11.6.6 **Language support**

If the **Insured** encounters language difficulties abroad with regard to ongoing assistance services and benefits, the service **provider** shall perform the translations necessary for the proper understanding of events by telephone.

Insofar as the translation is required to exceed the commitments of the service **provider**, on his request the **Insured** will be provided with the contact details of a translator-interpreter. The fees of the translator-interpreter remain to be defrayed by the **Insured**.

#### 11.6.7 **Cash advance**

In the event of the occurrence **abroad** of a covered event that is the subject of an application for assistance from the service **provider** and, as necessary, after this event was reported to the local authorities, the service **provider** shall, at the request of the **Insured**, make every effort to send him the equivalent of a maximum of €2,500. Such a

sum is to be paid to the service **provider** in advance, either in cash or in the form of a certified bank cheque.

#### 11.6.8 Pets

In the event a duly vaccinated dog or cat accompanying the **Insured** abroad falls ill or has an accident, the service **provider** shall cover the veterinary expenses recognised under Luxembourg law or under the laws of the country concerned, up to a maximum of € 65 upon transmission of the original supporting documents of the **illness** or accident.

### 11.7 Legal assistance

#### 11.7.1 Advance of bail bond abroad

If, further to a road **traffic accident abroad**, the **Insured** faces criminal prosecution, the service **provider** shall advance him the amount of the bail bond required by the judicial authorities up to a maximum of € 12,500 per **insured**. The service **provider** shall grant the **Insured** a two-month period from the date of the advance to reimburse the amount. If this bail bond is repaid before that time by the authorities of the country concerned, it is to be reimbursed to the service **provider** immediately. If the **Insured** (or his appointed legal representative, insofar as permitted by applicable laws) fails to appear after being summoned to appear before a court of law, the service **provider** will require immediate repayment of the bail bond.

#### 11.7.2 Lawyer's fees abroad

If, further to a **road traffic accident abroad**, the **Insured** faces criminal prosecution, the service **provider** shall advance the fees of a lawyer freely chosen by the **Insured**, up to € 1,250 per **Insured**. The service **provider** shall not cover any legal fees in the Grand Duchy of Luxembourg (or area of residence) for proceedings brought by the **Insured abroad**.

The **Insured** undertakes to reimburse the service **provider** for the amount of the fees within two months from the date of the advance.

### 11.8 Exclusions

The exclusions of the common general terms and conditions and the special terms and conditions of the "24/7 first assistance" cover apply.

In addition, the **Insured** should bear in mind that the following exclusions exist:

#### 11.8.1 Exclusions common to all covers

The following are not covered and are not refunded:

- dangerous activities such as those of an acrobat, tamer or diver or one of the occupational activities below: climbing onto roofs, ladders or scaffolding; descending into wells, mines or quarries, manufacturing, using or handling fireworks or explosives;
- the need for assistance when the Insured is in a state of alcoholic intoxication punishable by law or a similar condition resulting from products other than alcoholic beverages or performing rash acts, bets or challenges;
- all instances of fraud, forgery, perjury or wilful acts by the Insured.

#### 11.8.2 Exclusions relating to personal assistance

The cover is not available for:

- the costs of medical treatments and prescription medicines and/or procured in the Grand Duchy of Luxembourg (or area of residence) as a result of illness or accident abroad;
- infections or benign lesions that can be treated on-site and are not such to prevent the Insured from continuing his journey;
- mental illnesses and psychiatric conditions for which the Insured was already treated previously;
- pregnancy after the 26th week;
- incidents linked to a pregnancy where the risk was known before the date of departure;
- requests for assistance relating to medically assisted procreation or abortion;
- chronic diseases that have caused neurological, respiratory, circulatory, blood or kidney damage;
- relapses and convalescence of all conditions revealed but not yet consolidated and under treatment before the journey departure date and presenting a genuine risk of fast-paced aggravation;
- chronic diseases, ailments under treatment and unconsolidated convalescence states;
- the costs of preventive medicine and spa treatments;
- the costs of diagnosis and treatment not recognised by social security;
- the purchase and repair of prostheses in general, including eyeglasses, contact lenses, etc.;
- the cost of a stay in a nursing home;
- the costs of rehabilitation, physiotherapy and chiropractic;
- the costs related to the treatment of pathological conditions that are not emergencies;

- the cost of health checks and journeys undertaken for the purpose of diagnosis and/or treatment.

#### 11.8.3 Exclusions relating to vehicle assistance

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

- any breakdowns over and above three times during the course of a single year of cover;
- interventions requested for all vehicles over 10 years of age at the time the "24/7 assistance plus" cover was taken out.

#### 11.9 The undertakings

The undertakings of the **Insured** and those of the service **provider** are identical to those set out in section 2.8 of the "24/74 first assistance" cover.

**"In case of litigation, the French version shall prevail against the English"**

# Addendum to insurance conditions

## Clause 1: Existence, date/starting date of the Contract

**Unless otherwise indicated or specified, the clause regarding the existence, formation, date, or starting date of the Contract is set out fully and in detail below:**

“The Contract shall come into effect with the signing of the Specific Terms and Conditions by the Policyholder and the Company.

The Policyholder shall return a signed copy to the Company. **If the Specific Terms and Conditions are not returned signed, but the premium or premiums have been paid, the Contract shall be deemed to have been formally accepted by the Policyholder and validly concluded.”**

## Clause 2: Conflicts of Interest

“**A conflict of interest** can be defined as “any professional situation in which the independence or integrity of the discretionary or decision-making powers of an individual, a business, or an organisation may be influenced or swayed by considerations of a personal nature or by pressure from a third party”.

For the purpose of detecting conflicts of interest liable to arise in the context of its business, including the distribution of insurance, and which might harm the interests of a client (the Policyholder, the Insured, or the Beneficiary), the Company is bound to ascertain whether the company itself, its directors, its personnel, its insurance agents, or any person directly or indirectly connected to it by a controlling relationship have an interest in the result of this activity, when such interest:

- 1) is different from the interest of the client
- 2) or may potentially influence the result of the distribution activities to the detriment of the client.

The Company must proceed in the same way to discover conflicts of interest between one client and another.

With this in view, the Company has set up a series of organisational and administrative measures designed to identify, prevent, control, and manage all situations of conflicts of interest liable to harm the interests of its clients, in particular – but not exclusively – when selling insurance contracts.

When it is established that certain organisational and administrative measures are not sufficient to guarantee that a conflict of interest will be avoided or that the conflict of interest in question cannot be handled effectively, the Company will inform the Client of the nature and source of such conflict of interest in good time before the signing of the insurance contract.

The Company policy on conflicts of interest can be obtained on request or viewed directly on the website [www.axa.lu](http://www.axa.lu).

### Clause 3: Payments, commission, and benefits

#### General principle

The Company undertakes that the payment policy set up for its personnel, its insurance agents and, in general the intermediaries in charge of distributing its insurance products, will not obstruct their capacity to act in the best interests of its Clients or dissuade them from making suitable recommendations or presenting information in an impartial, clear, and non-misleading manner.

#### Commission and benefits

Before signing any contract, Policy Holders and Insureds are informed of the nature of the payment received by the insurance intermediaries in relation to the distribution of an insurance Product, or, in the event of a direct sale, by the personnel of the Company.

Insurance intermediaries are particularly likely to receive payment in the form of an insurance commission, generally included in the insurance premium relating to the contracts they market.

In the case of direct sales, the personnel of the Company are paid in the form of salaries. They receive no commission directly relating to the sale of insurance contracts.

Insurance intermediaries and Company personnel are, furthermore, likely to receive monetary or non-monetary consideration, without prejudice to compliance with the general principle set forth above.

### Clause 4: Incentives (for insurance-based investment products only)

**“Incentive”**: “any fee, commission, or monetary or non-monetary consideration given to or received from the insurance companies or intermediaries in relation to **the distribution of an insurance-based investment product** or the provision of an ancillary service to or by any party other than the client or the person acting on the client’s behalf.”

The Company undertakes to set up and maintain **appropriate organisational procedures** to ensure that no incentive or system of incentives which it gives or receives in relation to the distribution of an insurance product i) has an effect which may harm the quality of the service supplied to the clients, or ii) prevents it, its agents, or other insurance intermediaries from fulfilling their obligation to act with integrity, loyalty, and professionalism and in the best interests of the clients (policyholders, insureds, or beneficiaries).

Information on all the costs and charges linked with the distribution of the insurance product, including advisory charges, is supplied to the Client in good time before the signing of the Contract in consolidated format in the Key Information Document for the Product in question. If the Client so wishes, the Company can provide a breakdown of these charges by post, including the amount of commission paid to the insurance intermediary.

## Clause 5: Personal Data Protection

### The Data Controller

The Company AXA Assurances Luxembourg S.A respectively AXA Assurances Vie Luxembourg S.A. is responsible for the processing of personal data disclosed to it in the context of the signing/acceptance of the insurance contract or subsequently during the execution of the insurance contract. It has appointed a Data Protection Officer with special remit to deal with all questions regarding data protection within the Company.

### The processing of data of a personal nature or personal data

The processing of personal data generally refers to all actions normally carried out by the Company, with or without automated procedures applied to data or data sets of a personal nature, such as gathering, recording, organising, structuring, storing, adapting or modifying, extracting, consulting, using, divulging by transmission, circulation or any other form of disclosure, connection or interconnection, restriction, erasure or destruction.

All data of a personal nature are processed in accordance with the laws of Luxembourg and the applicable European laws on protection of the individual in connection with the processing of data of a personal nature.

### Data subjects

The Company is entitled to process the personal data of the following individuals or categories of individuals:

- **the people with an interest in the insurance contract**, in particular the policyholders, insureds or affiliates, beneficiaries, assignees, third parties, heirs, guardians, curators, drivers, etc...).
- **those involved with the contract**, in particular insurance intermediaries (agents, brokers, and other intermediaries), managers, service providers (experts, doctors, lawyers, etc...).

*This is not a comprehensive list. For full details, see the Company register.*

### Categories of data of a personal nature

The Company is entitled to process any data generally necessary and relevant to the risk assessment, the evaluation of the damage or the proper execution of the processing, and in particular, depending on the nature of the chosen insurance contract, the following main categories of personal data:

- data identifying the individuals concerned (identity, status, address, tax residence, tax number, nationality, etc.);
- additional data regarding the personal, family, economic and financial situation of the policyholder and/or insured/affiliate, lifestyle data (sports and leisure activities, travel, etc.) and employment data;
- sensitive data regarding the physical and/or mental health of the insured/affiliate.

*This is not a comprehensive list. For full details, see the Company Register.*

## **Purpose of and legal basis for the processing**

**Purposes** (*This is not a comprehensive list – for full details, see the Company Register.*)

Data of a personal nature are gathered and processed for the following purposes in particular:

- analysis of clients' needs and requirements;
- assessment of risks;
- preparation, signing, and administration of contracts;
- execution of contracts;
- settlement of claims;
- prevention of fraud;
- preparation of statistics and actuarial studies;
- management of complaints, claims, and disputes;
- client management and business development where appropriate;
- compliance with and fulfilment of legal obligations regarding the applicable regulatory and administrative requirements (in particular combating money laundering and the funding of terrorism, tax levies, regulatory reporting, etc...).

### **Legal basis for processing:**

Data of a personal nature is processed for the above purposes on at least one of the following legal grounds:

- processing is required in order to fulfil the insurance contract where the data subjects are the parties or interested parties, or for the execution of pre-contractual measures taken at the request of the data subject or subjects;
- processing is necessary in order to comply with the legal obligations incumbent on the Company;
- processing is necessary in order to safeguard the vital interests of the data subjects or another individual;
- consent, in the cases listed below.

The consent of the data subject is also required in cases regarding:

- the processing of data regarding the health of the person concerned for all the purposes set forth above;
- the processing of data for business development purposes.

### **Recipients or categories of recipients of data of a personal nature**

Data of a personal nature may be transmitted to the following categories of recipients, within the limits of, and in accordance with, the conditions laid down by the Laws of Luxembourg governing insurance secrecy (see article 300 of the law of 7 December 2015 on the insurance sector):

- insurance intermediaries (insurance agents, insurance brokers, and other intermediaries) and other partners of the Company;
- the company's sub-contractors and service providers, within the limits necessary for the execution of the tasks entrusted to them;
- the other members of the insurance group to which the Company belongs;



- the Company's reinsurer/s, accountants, and auditors;
- those involved in the insurance contract, such as lawyers, experts, consultant doctors, etc...;
- and more generally any individual or authority (administrative, fiscal or legal) to whom personal data must be transmitted by law or with the authority of the law, subject to the legal limits and conditions.

*This is not a comprehensive list. For full details, see the Company register.*

### **Transfer of data outside the European Union**

Data of a personal nature may be transferred to a country outside the European Union in the following authorised cases and subject to the strict limits and conditions laid down by the Luxembourg law on insurance secrecy:

- the destination is a country which provides an adequate level of protection as required by the European Union or which is deemed by a competent authority to do so;
- the transfer is governed by the standard contractual clauses adopted by the European Commission;
- the transfer is to a member of the AXA Group which has signed the binding corporate regulations guaranteeing an adequate level of protection;
- the transfer is authorised pursuant to one of the exceptions set forth in Article 49 of the European Data Protection laws (in particular in the case of the specific consent of the data subject, for the fulfilment of insurance contracts, for the safeguarding of human life, and for the establishment, exercise or defence of legal claims, etc...).

Only the data which are relevant to the purpose of the transfer can be transferred.

In order to guarantee legitimate processing of personal data, the Company shall, prior to any transfer or at the request of the data subjects, provide full information on the purpose, the nature of the data and the destination country or countries.

### **Subcontracting of certain processing operations abroad**

In accordance with the principles described above and in compliance with the conditions and limits set by the law on the insurance sector, you are informed that the Company may subcontract to external or intra-group service providers, the following services and operations:

- The filtering of client name databases (policy applicants, insureds and beneficiaries) against the monitoring lists put in place in the fight against money laundering and terrorist financing, in accordance with the legal obligations incumbent on the Company.
  - Type of provider: intra-group companies
  - Type of data provided to providers: personal identification data of the persons concerned
  - Country of establishment of the providers: intra-group (France and Belgium) and outside the European Union (India)
- The management of AXA Assistance claims (policy applicants, insureds and beneficiaries)
  - Type of provider: intra-group companies
  - Type of data provided to providers: the personal identification data of the persons concerned and the data needed for the management of the claim
  - Country of establishment of providers: intra-group (worldwide)

- The management of health care reimbursements (policy applicants, insureds and beneficiaries)
  - Type of service provider: external company
  - Type of data provided to providers: the personal identification data of the persons concerned as well as the medical data strictly necessary for the reimbursement management
  - Countries of establishment of providers: Portugal

The outsourcing of the transactions described above is always subject to the signature by each provider of a confidentiality agreement concerning the personal data to which he has access.

### **External IT service providers**

In order to ensure the continuity and high-level quality of services, the Companies have or will need to use external IT service providers. These IT services do not concern insurance related services (such as claim management, assistance services, etc.)

In particular, the Companies may use infrastructure services, cloud computing (infrastructure and/or software) or IT service providers that also use cloud-computing services. In this case and in order to ensure the highest possible degree of confidentiality, the Companies have chosen to encrypt the data and to keep the encryption key in Luxembourg so that the service provider has no access to the data. In addition, the service provider has signed an agreement to guarantee the respect of confidentiality.

By provision of IT services it is understood that the Companies remain responsible for all processes and that the provision does not have any of the following consequences: quality decrease of the governance, increase of the operational risk, impossibility for the supervisory authority to verify that the concerned company complies with its obligations or compromise of the service level for policyholders.

Any subsequent modification in connection with the subcontracting of the operations described above or any new transfer of data to a subcontractor located abroad that would be necessary for processing, will be the subject of a written communication from the Company, either by way of an addendum to the General Conditions or by separate notification, in accordance with the general principles of communication referred to above.

### **Register of personal data:**

The Company keeps an up-to-date register listing the individuals involved, the categories of personal data processed, the recipients and categories of recipients, and the purposes of the processing. If there is any discrepancy between the terms of this Clause and the content of the Register, the latter shall prevail.

### **Duration of data retention**

Data of a personal nature shall be stored by the Company in a form permitting identification of the data subjects for however long is required for the purposes for which they have been gathered and processed. In general, they will be stored for the time necessary to enable the Company to comply with its legal obligations, respect the limitation periods arising from the applicable laws and, more generally, to establish, exercise, or defend its legal rights.

The Company shall take the necessary measures to ensure secure processing of data of a personal nature.

### **The rights of the data subjects**

The data subjects are entitled to access their personal data and to request their correction and in certain conditions their deletion, as well as restrictions on their processing and portability.

#### a. Rights of access and modification

All data subjects shall have the right to require the Company to grant them access to their personal data and to remind them of all the following information: the purposes of processing, the categories of personal data involved, the recipients or categories of recipients to which the data have been or will be disclosed, the duration of retention of the data, and all the rights of the data subject with regard to these data.

The Company shall always verify the identity of the person requesting access to data before acceding to a request.

All data subjects may also request correction of data which are found to be incorrect or completion of incomplete data, without undue delay.

The Company shall ensure that the data requested are divulged or modified within one month from receipt of the request.

The right of access and/or correction is in principle free of charge for the data subjects unless this causes excessive expense for the Company, in which case a charge may be made.

#### b. Right to revoke consent

Any individual who has specifically consented to the processing of his or her personal data, in particular in the cases listed above under “Legal Basis for Processing”, shall be entitled to withdraw such consent at any time. Withdrawal of consent will not have a retroactive effect or invalidate earlier processing based on consent given prior to such withdrawal.

#### c. Right to be forgotten

Any data subject may require the Company to erase data concerning him or her without undue delay in the following cases:

- the personal data are no longer necessary in relation to the purposes for which they were processed;
- the data subject withdraws the consent on which the processing was based (if there are no longer any other legal grounds for processing the data);
- erasure is necessary for compliance with a legal obligation to which the Company is subject.

The Company shall inform data subjects of any erasure of their personal data.

#### d. Right to restriction of processing

Any data subject may ask for the processing of his or her personal data to be restricted in the following cases:

- the data subject contests the accuracy of the personal data and requests suspension of processing to enable the data controller to verify the quality of the data;
- the data subject does not wish to have his or her data removed but merely to restrict their use;
- the data are obsolete but are required by the data subject for the establishment, exercise or defence of legal claims.

The Company shall notify the data subject of any restriction of his or her personal data.

#### e. Right to Data Portability

Any data subject shall have the right to receive their personal data in a structured, commonly used and machine-readable format, and the right to transmit those data to another controller without hindrance from the Company.

The data subject may also ask for the personal data to be sent directly by the Company to another data controller where technically feasible.

#### f. Exercise of Rights

Any data subject may exercise these rights by sending the Personal Data Protection Officer of the Company either a written, dated and signed request accompanied by copies of both sides of a currently valid identity document, or e-mailing the following address: [dpo@axa.lu](mailto:dpo@axa.lu).

#### **Complaint**

Any complaint regarding the processing of personal data can be sent to the **Commission Nationale pour la Protection des Données (CNPD)**, Service des Plaintes, 15 Boulevard du Jazz L-4370 Belvaux.

For further details, please contact your AXA adviser



You may find all your services  
and contractual documents  
on **MyAXA** via [axa.lu](http://axa.lu)

**AXA** answers you on

