



Travel and leisure

Insurance
conditions
OptiDrive Moto



April 2021

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1. General glossary

The following definitions form an integral part of the policy whenever the word or expression is used therein.

They cannot be taken to imply cover, which is granted only when expressly specified in the **schedule**.

1.1. Accident

Any sudden, involuntary, unforeseen and external event which results in bodily injury, material or immaterial damage.

1.2. Accident resulting in personal injury

Accident resulting in bodily injury established by a **competent medical authority** where at least one of the causes is external to the victim's body.

1.3. Traffic accident

Any impact between the **insured vehicle** and a third party or a stationary or mobile obstacle which makes it impossible to continue the planned journey or trip with the said vehicle, or which results in abnormal or dangerous driving conditions with respect to the regulations of the highway code or which affects the safety of persons or the vehicle.

1.4. Terrorist act

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

1.5. Act of vandalism

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

1.6. Special fittings or accessories

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

1.7. Insured

1. Common general terms and conditions	The person covered by the insurance against property losses
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<p>2. Accident assistance cover</p> <p>3. Breakdown assistance cover</p> <p>4. Replacement vehicle cover</p>	<p>Provided that they are domiciled in the Grand Duchy of Luxembourg (or area of residence) and usually reside there, the insured persons are:</p> <ul style="list-style-type: none"> ▪ the Policyholder (or - if he/she is a legal entity - the natural person named in the schedule); ▪ the spouse or partner/cohabiting partner of the Policyholder; ▪ the children of the Policyholder or those of the Policyholder's cohabiting partner, even if the said children do not live in the Policyholder's household, provided that they are under 25 years of age, unmarried and fiscally dependent; ▪ any other relative usually living in the Policyholder's household. <p>Authorised passengers of the insured vehicle, if they have been in the vehicle since the start of the journey, with the exception of hitch-hikers.</p>
<p>5. Civil liability cover</p>	<ul style="list-style-type: none"> ▪ the owner; ▪ any holder; ▪ any driver of the insured vehicle; ▪ or any person transported, whenever their civil liability is incurred.
<p>6. Legal protection cover</p>	<ul style="list-style-type: none"> ▪ the Policyholder; ▪ the owner of the insured vehicle, in this capacity and as a driver; ▪ any driver authorised by the Policyholder; ▪ or the owner of the insured vehicle.
<p>7. Comprehensive legal protection cover</p>	<ul style="list-style-type: none"> ▪ the Policyholder and his/her close relations, i.e.: <ul style="list-style-type: none"> - his/her spouse or cohabiting partner; - any direct relation by blood or marriage living in his/her household and who does not have an income of his/her own; ▪ the owner of the insured vehicle; ▪ the holder of the insured vehicle; ▪ any person authorised to drive the insured vehicle or to ride in it free of charge, with the exception of hitch-hikers; ▪ the beneficiaries of one of the above-mentioned persons if the latter dies as a result of an event involving the insured vehicle, provided that the defence of their interests relates to compensation for the loss immediately resulting from this death.
<p>8. Vehicle damage cover</p>	<ul style="list-style-type: none"> ▪ the Policyholder, or his/her beneficiaries; ▪ the persons transported in the context of the personal effects cover.
<p>9. Driver protection cover</p>	<ul style="list-style-type: none"> ▪ the Policyholder, a natural person; ▪ the principal driver; ▪ any other driver authorised as a driver of the vehicle named in the schedule.

1.8. Attack

Any form of riot, including civil commotion, terrorism or sabotage.

1.9. Competent medical authority

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

1.10. Luggage

Personal effects carried by the **Insured** or transported on board the **insured vehicle**. The following are not considered as **luggage**: gliders, boats, commercial goods, scientific equipment, building materials, household furniture, horses, livestock.

1.11. Motor home

A self-propelled vehicle with interior fittings designed to be used as accommodation during a journey. The fittings are an integral part of the vehicle excluding personal effects and/or furniture added to the interior of the **motor home**.

1.12. Insurance certificate (formerly Green Insurance Card)

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

1.13. Company

Insurance company with which the insurance policy is taken out.

1.14. Driver

Principal driver

The person named in the **schedule** who normally drives the vehicle.

Additional driver

The person named in the **schedule** under the relevant heading.

Authorised driver

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

The additional driver is always considered as an authorised driver.

1.15. Industrial dispute

Any collective dispute, in whatever form, within the framework of labour relations.

1.16. Insurance Conditions

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

1.17. Special conditions

Conditions specifically applicable to a type of cover and which are part of the contractual provisions governing the relationship between the **Company** and the **Policyholder** when the latter has taken out this cover.

1.18. Schedule

A document that states, in particular, all covers taken out by the **Policyholder**.

1.19. Address

Legal address in the Grand Duchy of Luxembourg (or **area of residence**) or the elected address in the Grand Duchy of Luxembourg (or **area of residence**) stated in the **schedule**.

1.20. Territorial scope

Geographical area for which the cover is granted.

1.21. Abroad

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

1.22. Medical evacuation

Transport to a health care centre in Luxembourg or **abroad** of a sick or injured **Insured** accompanied by medical personnel (doctor and/or nurse). A **medical evacuation** is only considered in the event of a medical emergency when it is impossible to provide appropriate treatment locally.

1.23. Natural events

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

1.24. Explosion

Sudden and violent manifestation of forces due to the expansion of gases or vapours or liquids in any type of apparatus or container.

1.25. Hotel expenses

The cost of a room and breakfast.

1.26. Glass

Components made from glass or organic glass (transparent plastic material used instead of glass).

1.27. Fire

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

1.28. Medical incident

Sickness or personal injury occurring to an **Insured**.

1.29. Technical incident

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

- traffic accident;
- fire;
- act of vandalism or a malicious act;

- theft and attempted theft;
- damage caused by an animal

making it impossible to continue the planned journey or trip with the **insured vehicle** or resulting in abnormal or dangerous driving conditions with respect to the regulations of the highway code, or affecting the safety of persons or the **insured vehicle**.

1.30. Flooding

Overflowing of rivers, lakes, ponds or seas following atmospheric precipitations, melting snow or ice or burst dykes.

1.31. Permanent disability

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

1.32. Bodily injury

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

1.33. Dispute

Any disagreement leading the **Insured** to assert a right or withstand a claim, including before a court of law. Any series of related disagreements is deemed to constitute a single **dispute**.

1.34. Sickness

Any involuntary health problem that can be detected medically.

1.35. Personal effects

All **personal effects** including photographic equipment, portable GPS devices, telephones, **luggage**, cameras, camcorders, glasses, laptops, child seats, clothing, excluding:

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

Objects held temporarily are treated as personal effects.

1.36. Pandemic

This is an epidemic that is spread over a large international geographic area. It affects a particularly large part of the world's population.

1.37. Breakdown

Any mechanical or electrical failure of the **insured vehicle** which makes it impossible to continue the planned journey or trip with the **insured vehicle**, or which leads to abnormal or dangerous driving conditions with respect to the regulations of the highway code or which affects the safety of persons or the **insured vehicle**. A tyre puncture and **breakdowns** due to the failure of a supply of maintenance products (antifreeze, oil, water) shall be considered as a **breakdown**.

Running out of petrol shall also be considered as a **breakdown**.

1.38. Injured persons

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

1.39. Policyholder

Natural or legal person who takes out the insurance policy and who is responsible for paying the premium, or any person who is substituted for him by agreement of the parties, or the **Policyholder's** beneficiaries in the event of death.

1.40. Total loss or declassification

1.40.1. Total loss or technical declassification

The vehicle is deemed to be a total technical loss when the assessor mandated by the **Company** concludes that the damage cannot be technically repaired.

1.40.2. Total loss or economic declassification

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

- the assessor mandated by the **Company** determines that the compensation to be paid by the **Company** for the repairs will be greater than the difference between the **pre-loss value** and the **salvage value** (value of the wreck);
- in the event of **theft**, the vehicle is not recovered within 30 days of the **Company** receiving the **claim**;
- in the event of **theft**, the vehicle is recovered within 30 days of receipt by the **Company** of the **claim** and, in the opinion of the assessor mandated by the **Company**, the cost of repairing the material damage to the vehicle is greater than the difference between the **pre-loss value** and the **salvage value** (value of the wreck).

1.41. Service providers

For the execution of the assistance and travel services, we use an external service provider, namely:

INTER PARTNER ASSISTANCE, an insurance company approved under code n° 0487 to practice tourist insurance (R.D. of 04/07/1979 and 13/07/1979 - M.B. of 14/07/1979)

whose registered office is established in B-1050 Brussels, avenue Louise, 166 BP1, (+352) 45.30.55 or (+32) 2.550.04.00 - (+32) 2.552.52.23, which undertakes to carry out all the assistance services covered on behalf of the **Company**.

Any request for assistance under the present policy must therefore be addressed to INTER PARTNER ASSISTANCE.

The personal data concerning the insured which are communicated to the insurer within the framework of this policy, are processed for the purposes of insurance management, customer management, the fight against fraud and the management of litigation, by AXA Assurances Luxembourg and by Inter Partner Assistance SA, Avenue Louise 16/1, 1050 Brussels and are likely to be transferred by the latter to service providers and

subcontractors which it calls upon and which may be located outside the European Union, including, among others, the company AXA Business Services, for the data collected by it during the provision of assistance.

Authorised repair garages:

These are repair garages selected by AXA.

The list of approved repairers is available on request from the **Company**.

Approved vehicle rental companies:

These are car rental companies selected by AXA. The list of approved rental companies is provided on request to the Company.

1.42. Insurance proposal

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

1.43. Repatriation

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

1.44. Loss

Any accidental damaging event likely to trigger one or more items of cover taken out by the **Policyholder**.

1.45. Loss with immobilisation

Loss which immobilises the **insured vehicle** at the place of the **loss** or which leads to abnormal or dangerous driving conditions with respect to the regulations of the highway code, or which affects the safety of persons or the vehicle following a **technical incident**.

1.46. Loss without immobilisation

Loss where the **insured vehicle** is still in a condition to drive following a **technical incident**, without the driving of the vehicle having been rendered dangerous with regard to the regulations of the highway code, and without the safety of persons or the **insured vehicle** being affected.

1.47. Storm

Wind action measured at the nearest meteorological station reaching a peak speed of at least 80 kilometres per hour or damaging other motor vehicles with an equivalent resistance to such winds within a radius of 10 kilometres of the scene of the **loss**.

1.48. Third Party

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

1.49. Insured value

Value for which the **Policyholder** has insured his/her vehicle, including options, special fittings and accessories. If this value does not correspond to the **replacement cost**, the proportional rule will be applied.

1.50. Replacement cost

The selling price when new, without discount or rebate, of the **insured vehicle**, including options, **special fittings or accessories** applied in the Grand Duchy of Luxembourg. If the vehicle is no longer sold as new, its last selling price will be taken into account and adapted to the most comparable vehicle without the price being lower than the last selling price. The same applies to **special fittings or accessories**. This price includes all taxes, unless otherwise stipulated in the **schedule**.

1.51. Pre-loss value or replacement cost

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

1.52. Salvage value

Achievable value after a **loss** for the sale of the **insured vehicle declared as technically or economically irreparable**.

1.53. Stataulux Category 70 & 71-76 Vehicles

According to the information on the registration certificate

- Moped (Stataulux 70)
- Motorbike, side car; trike (Stataulux 71 -76)

1.54. Insured vehicle

- Motor vehicle named in the **schedule**.
- For the Civil Liability, Legal Protection and Comprehensive Legal Protection cover, any trailer or caravan hitched to the **insured vehicle**.

1.55. Theft

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

1.56. Attempted theft

Starting to carry out a **theft**, interrupted by a cause independent of its perpetrator.

1.57. Area of residence

Grand Duchy of Luxembourg and adjacent territory within a 50 kilometers radius of the Luxembourg border.

2. General conditions common to all cover

These common general conditions apply to all of the following **special conditions** provided that they are not derogated from by them.

2.1. Basis of the policy

The rights and obligations of the contracting parties are determined by the common general conditions, the **special conditions** and the **schedule**, as well as by any rider thereto.

2.2. Effective date of the policy

The different items of cover taken out take effect on the date and at the time specified in the **schedule** and at the earliest on the date and at the time shown on the provisional **Certificate of Insurance**, if applicable. If the time is not stated, it is set at 0.00 a.m. on the day the policy takes effect. The same provisions apply to any rider to the policy.

2.3. Duration of the policy

The insurance policy is taken out for the period provided for in the **schedule**.

At the end of the initial term of insurance, the insurance policy shall be renewed tacitly from year to year, unless terminated by either party. Insurance concluded for a period of less than one year shall not be tacitly renewed.

In no case may the duration of the tacit renewal be more than one year.

2.4. Declarations when taking out the policy

The policy is based on the declarations of the **Policyholder** and the premium is set accordingly. The **Policyholder** is obliged to declare in exact detail, at the time of the conclusion of the policy, all the circumstances known to him/her and which he/she should reasonably regard as being risk assessment factors for the insurer.

In the event of an intentional omission or inaccuracy in the declaration of the risk which misleads the **Company** on the risk assessment elements, the insurance policy shall be null and void. In such a case, the **Company** shall have the right to demand reimbursement of any **losses** settled before it discovered the intentional omission or inaccuracy, whereas the premiums due up to when the **Company** became aware of the intentional omission or inaccuracy shall be retained. Premiums that have fallen due and have not yet been paid shall remain due.

In addition, in the event of a **loss**, the **Company** may refuse its cover.

In the event of an unintentional omission or inaccurate declaration of the risk, the **Company** may propose, within one month from the day on which it became aware of this omission or inaccuracy, to modify the policy with effect from the date of this knowledge.

If the proposed amendment to the policy is refused by the **Policyholder** or if, after a period of one month from the receipt of this proposal, it has not been accepted, the **Company** may terminate the policy within two weeks.

Moreover, if the **Company** proves that it would not have insured the risk under any circumstances, it may terminate the policy within the same period as that mentioned above.

If a **loss** occurs before the amendment of the policy or the termination has taken effect, the **Company** must provide the agreed benefit as usual, unless:

- the omission or inaccurate declaration can be blamed on the **Policyholder**, in which case the **Company** is only obliged to provide the agreed benefit according to the ratio of the premium paid to the premium that the **Policyholder** would have had to pay if he or she had disclosed the risk properly,
- the **Company** demonstrates that it would not have insured the risk under any circumstances if it had known its real nature, which was only revealed to it at the time of the occurrence of the **loss**, in which case its benefit is limited to reimbursing all the premiums paid.

2.5. Declarations during the policy

As soon as he or she becomes aware of it and at the latest within one week.

The **Policyholder** must send a registered letter to the **Company** declaring any change in the circumstances constituting the risk for which the consequences are covered by one of the covers taken out under the **schedule**.

2.5.1. Reduction of the risk

When the risk of the insured event occurring has decreased in a significant and lasting manner to such an extent that, if this reduction had existed at the time the insurance policy was taken out, the **Company** would have granted the insurance under conditions different from the existing conditions, the **Policyholder** may benefit from a reduction in the premium with effect from the day on which the **Company** became aware of this reduction.

If, within one month of the request for a reduction in premium by the **Policyholder**, the parties cannot reach an agreement on the new premium, the **Policyholder** may terminate the policy.

2.5.2. Aggravated risk

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

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

If the **Policyholder** refuses the proposed amendment to the policy or if, after a period of one month from the receipt of this proposal, the **Policyholder** does not accept it, the **Company** may terminate the policy within two weeks.

However, if the **Company** proves that it would not have insured this aggravated risk under any circumstances, it may terminate the policy within the same period as that mentioned above.

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

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

- when the failure to declare cannot be blamed on the **Policyholder**, the **Company** must provide the agreed benefit;
- when the failure to declare can be blamed on the **Policyholder**, the **Company** is only obliged to provide the benefit according to the ratio between the premium paid to the premium that the **Policyholder** should have had to pay if the aggravation had been taken into account. However, if the **Company** provides proof that it would never have insured the aggravated risk under any circumstances, its benefit in event of **loss** is limited to the reimbursement of premiums paid for the period following the occurrence of the aggravation;
- if the **Policyholder** has acted with fraudulent intent, the **Company** may refuse its cover. The premiums owed up to the time when the **Company** became aware of the fraud are due to it by way of damages and interest.

2.6. Premium and payment of the premium

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

On each annual due date of the premium, the **Company** informs the **Policyholder** of the due date of the premium, the amount of the sum due (indicating, if appropriate, the existence of a price increase), the existence and terms of the right to terminate the insurance policy, as well as the date until which this right of termination may be exercised.

2.6.2. In the event of non-payment, for any reason whatsoever, of a premium or split premium within ten days of its due date, and independently of the **Company's** right to instigate legal proceedings to enforce the policy, the cover may be suspended at the end of a period of thirty days following the sending of a registered letter to the **Policyholder** at his/her last known **address**.

2.6.3. The registered letter referred to under point 2.6.2 shall include a formal notice to the **Policyholder** to pay the premium due, a reminder of the due date and the amount of this premium and shall indicate the consequences of non-payment by the expiry of the thirty-day period referred to under article 2.6.2 above.

The **Company** shall then have the right to terminate the policy ten days after the expiry of the said thirty-day period.

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

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

The non-terminated policy shall resume its effects for the future, the day after midnight of the day on which the premium due was paid, to the **Company** or to the representative appointed by it for such purpose, or, in the event of a split of the annual premium, the split premiums that were the subject of the formal notice and the premiums that expired during the period of suspension as well as, where applicable, the costs of prosecution and recovery.

2.6.5. Administrative costs

In the event of non-payment of the premium, the **Company** reserves the right to claim from the **Policyholder** the administrative costs incurred by the measures taken to remedy the delay in payment and to obtain effective payment of the premium. These administrative costs are due for each registered letter and are calculated on the basis of two and a half times the official cost of registered letters sent through the postal system.

2.7. Change to the pricing or insurance conditions

If the **Company** intends to change its pricing or insurance conditions during the policy, it may only do so with effect from the next annual policy expiry date.

In this case, the **Company** must inform the **Policyholder** of this change at least thirty days before the effective date of the price adjustment. However, the **Policyholder** is entitled to terminate the policy within a period of sixty days from the date of dispatch of the notice of expiry of the annual premium mentioning the change in pricing.

2.8. Suspension and reinstatement

2.8.1. Suspension

2.8.1.1. Automatic suspension

The policy is suspended automatically if ownership of the **insured vehicle** is transferred. The suspension takes effect at midnight on the day of the transfer of ownership. The **Policyholder** must immediately inform the **Company** in writing or by e-mail of the transfer of ownership. He/She is required to return the **Certificate of Insurance** for the vehicle to the **Company** at the same time.

2.8.1.2. Optional suspension

The policy may be suspended at the written request of the **Policyholder** or by e-mail if the **insured vehicle** is taken off the road. In this case, the **Policyholder** must submit the **Certificate of Insurance** of the **insured vehicle** to the **Company** at the same time.

2.8.1.3. Effects of the suspension

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

2.8.1.4. Reimbursement of the premium in the event of suspension

The **Policyholder** is entitled to be reimbursed for the premium paid for the suspension period, if this suspension lasts at least 2 months.

Reimbursement is proportional to the time during which the policy has been suspended, at the moment when the suspended policy is reinstated, or, failing that, after a period of 12 months has elapsed from the effective date of the suspension.

2.8.2. Reinstatement

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

The suspended policy shall be reinstated by mutual agreement between the parties under the conditions and at the pricing applicable on the day it came into effect. A rider to the policy must be issued.

2.9. Termination

2.9.1. Cases of termination

2.9.1.1. Termination by the Policyholder

Art.	Right of termination	Deadline for notification of termination	Effective date of the termination
2.9.1.1.1.	every year on the annual premium due date; or, failing that, every year, on the anniversary of the effective date of the policy (renewal date);	at least thirty days before the annual premium due date or the anniversary of the effective date of the policy;	the second working day following the date of sending the termination letter, but no earlier than the date of renewal;
2.9.1.1.2.	if, after a loss giving rise to compensation, the Company has notified the Policyholder of the termination of a cover or an insurance policy within one month of the payment of the first benefit;	one month from the notification to the Policyholder of the termination of one or more items of cover or of an insurance policy;	one month with effect from the day following the notification of termination;
2.9.1.1.3.	in the event of a price increase or modification of the insurance conditions under the conditions provided for under point 2.7; in the absence of explicit communication of the deadline for the Policyholder to exercise the right of termination in the premium due date reminder;	within sixty days following the date of sending the premium due date reminder; at any time with effect from the due date, without penalty, but no later than sixty days after the due date of the policy;	the second working day following the date of sending the termination letter, but no earlier than the date of renewal;
2.9.1.1.4.	in the absence of agreement on the setting of the new premium in the event of a significant and lasting reduction in risk, under the conditions provided for in point 2.5.1 (reduction of risk);	once the one-month period has lapsed following the request for reduction of the risk by the Policyholder .	one month with effect from the day following the notification of termination;

2.9.1.2. Termination by the Company

Art.	Right of termination	Deadline for notification of termination	Effective date of the termination
2.9.1.2.1.	each year on the annual premium due date; or failing that, every year on the anniversary of the effective date of the policy (renewal date);	at least sixty days before the annual premium due date or the anniversary of the effective date of the policy;	the second working day following the date of sending the termination letter, but no earlier than the date of renewal;
2.9.1.2.2.	after the occurrence of a loss giving rise to compensation;	in the month of the first payment of the benefit by the Company ;	one month with effect from the day following the notification of termination;
2.9.1.2.3.	in the event of a fraudulent breach by the Policyholder and/or the Insured of the obligations incumbent on him/her (them) following a loss;	in the month in which the fraud was discovered;	upon notification of termination;
2.9.1.2.4.	in the event of non-payment of a premium or a split premium within 10 days of its due date;		forty days after sending a registered letter of formal notice to pay the premium due;
2.9.1.2.5.	in the event of an unintentional omission or inaccuracy in the description of the risk when the policy is concluded, or in the event of an aggravation of the risk during the policy: <ul style="list-style-type: none"> ▪ if the proposal to modify the policy, made to the Policyholder under the conditions provided for in point 2.4.2 and in point 2.5.2: <ul style="list-style-type: none"> - is refused; or - is not accepted after a period of one month's consideration with effect from the date of receipt of the proposed change; ▪ if the Company provides proof that it would not under any circumstances have insured the risk; 	<ul style="list-style-type: none"> ▪ within two weeks of: <ul style="list-style-type: none"> - the refusal of the Policyholder to accept the proposed change; - the expiry of the one-month cooling-off period, without the Policyholder having expressed its acceptance of the proposal; ▪ within one month from the day on which the Company became aware of the omission, inaccuracy or increased risk; 	<ul style="list-style-type: none"> ▪ one month with effect from the day following the notification of termination;
2.9.1.2.6.	in the event of the death of the Policyholder ;	within three months of the day on which the Company learned of the death;	one month with effect from the day following notification of the termination to the last known address of the Policyholder ;
2.9.1.2.7.	in case of bankruptcy of the Policyholder .	in the month following the expiry of three-month period after the declaration of bankruptcy.	one month with effect from the day following the notification of termination.

2.9.1.3. Termination by the official receiver following the bankruptcy of the Policyholder

Art.	Right of termination	Deadline for notification of termination	Effective date of the termination
2.9.1.3.1.	in the event of the bankruptcy of the Policyholder .	within the three months following the declaration of bankruptcy.	one month with effect from the day following the notification of termination.

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

Art.	Right of termination	Deadline for notification of termination	Effective date of the termination
2.9.1.4.1.	in the event of the death of the Policyholder .	within the three months and forty days following the death of the Policyholder .	one month with effect from the day following the notification of termination;

2.9.1.5. Termination by the court appointed manager

Art.	Right of termination	Deadline for notification of termination	Effective date of the termination
2.9.1.5.1.	in the event of controlled management.	in the three months following the court decision to place it under controlled management.	upon expiry of a period of one month from the day after the notification of termination.

2.9.2. Forms of termination

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

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

When the policy is terminated for any reason whatsoever, the **Policyholder** shall be reimbursed for premiums paid for the insurance period subsequent to the effective date of termination within thirty days of the effective date of termination.

Beyond this term, legal interests run automatically.

2.10. Obligations in the event of a loss

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

- 2.10.1. Take all reasonable measures to prevent and mitigate the consequences of the **loss**;
- 2.10.2. Give notice of the occurrence of the **loss** to the **Company** in writing or verbally against receipt as soon as possible and at the latest within 8 days excepting unforeseeable circumstances or force majeure;
- 2.10.3. State in the declaration of **loss** or, if this is impossible, in a subsequent declaration made as soon as possible, the date, nature, causes, circumstances, consequences and location of the **loss**, the surnames, first names, age and **address** of the **injured parties**, the name and address of the perpetrator of the damage and, if possible, of any witnesses and specify whether a report or statement has been drawn up by the representatives of the public authority.

If the **Policyholder** and/or the **Insured** fail to comply with the formalities listed in points 2.10.1 to 2.10.3, the **Company** shall be entitled to reduce its benefit to the extent of the prejudice it has suffered.

If, with fraudulent intent, the **Policyholder** and/or the **Insured** make false statements, in particular on the date, type, causes, circumstances and consequences of a **loss**, the **Company** may refuse or reduce its benefit;

- 2.10.4. Send the **Company**, upon receipt, all letters, convocations, summonses, legal documents and/or procedural documents which may be addressed, delivered or served on him/her, his/her agents or any other interested party under penalty, in case of negligence, of all damages due to the **Company**.
- 2.10.5. Refrain from any recognition of liability, transaction, fixing of damage, any payment or any promise of compensation.

2.11. Exclusions

These exclusions shall apply to all items of cover taken out except for the civil liability insurance where the specific exclusions provided for under the **special conditions** for the civil liability cover apply.

The following are never covered:

- 2.11.1. damage caused by the intentional or fraudulent fault of the **Insured** and/or **Policyholder** or with his/her complicity.
- 2.11.2. damage caused when the driver of the **insured vehicle** does not hold a valid driving licence prescribed by the relevant regulations.

The driving licence is nevertheless considered valid when:

- the driver has failed to renew the period of validity of his/her licence in accordance with legal requirements and if the driving licence thus expired was valid for the type of vehicle driven at the time of the **loss**;
- in the event of a **loss** caused in a country where the insurance is valid, the driver does not hold a valid driving licence prescribed by the regulations of the relevant country, but nevertheless holds a driving licence valid in the Grand Duchy of Luxembourg;
- the driver holds a driving licence valid under the regulations of a member country of the European Union.

The legal driving ban and administrative withdrawal or suspension of the driving licence as well as non-compliance with restrictions (for example: “only valid for a vehicle specially fitted out due to infirmity”) or conditions (for example: “only valid with corrective lenses”) written on the driving licence equate to not holding a valid driving licence.

- 2.11.3. damage caused by the driver who has been proven to have:
- either consumed alcoholic beverages in a quantity such that the level of alcohol in the blood exceeds the legal threshold provided for by Luxembourg legislation regulating traffic on all public roads;
 - or used illegal drugs, narcotics or hallucinogenic substances;
 - or refused after the **accident** to submit to a breath test or a blood test or evaded it by getting away from the location of the **accident**
 - or have committed a hit and run offence confirmed by a criminal judgement.

- 2.11.4. damage to transported items and animals.

- 2.11.5. damage resulting from the participation of the vehicle in races or competitions for speed, regularity or skill, even authorised, as well as in any trial to prepare for these races and competitions. Speed, regularity or skill exercises, even authorised, practised individually or in a group are equated to races or contests.

- 2.11.6. damage directly or indirectly related to a requisition measure in any form, by a military or police force, whether armed or not, by legal or illegal combatants, whether armed or not;

- 2.11.7. direct or indirect losses or damage caused by the occurrence or consequence of a war or similar acts, an invasion, acts committed by foreign enemies, hostilities (whether they are the result of a war situation or not), of a civil war, of a bacteriological or chemical attack, of a mutiny, of a popular uprising (riot, **attack** or **labour dispute**, collectively-inspired acts of violence), military uprising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction by virtue of an order from any government or local public authority.

- 2.11.8. damage directly or indirectly related to the direct or indirect effects of **explosion**, heat generation, irradiation, resulting from the transmutation of atomic nuclei or radioactivity or from radiation caused by the artificial radiation of particles or of any atomic phenomenon.

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

2.11.9. damage directly or indirectly related to a case of a volcano eruption, earthquake, avalanche, rock fall, **flood**, high levels of surface or ground water streams, inadequate drainage through sewers, tidal waves and any natural cataclysm.

2.11.10. any form of circuit driving, including recreational driving or training in vehicle handling. The Nürburgring is considered a circuit.

2.11.11. insurance benefits and services when there is a ban due to a sanction, restriction or prohibition provided for by laws and regulations,

2.11.12. where the insured goods and activities are subject to any sanction, restriction, total or partial embargo, or prohibition provided for by laws and regulations

Points 2.11.11 and 2.11.12 only apply in the event that the Insurance Policy falls within the scope of decisions of the United Nations providing for embargo measures or sanctions, as well as - in the absence of any direct effect of such decisions - national laws transposing these decisions. The same applies to texts of the European Union and its member states subjecting a country to an embargo or sanctions.

2.11.13. Risks linked to terrorist activities in which nuclear, biological chemical, radioactive substances (NBCR) are involved. The cover provided under this policy does not apply to the following: any damage, cost or expense caused by or directly or indirectly related to any "terrorist activity in which NBCR substances are involved" as defined here, as well as any action taken to hinder defending against or responding to such activity. This exclusion shall apply independently of any other cause or event concurrent or consecutive to such damage, costs or expenses.

"Terrorist activity in which NBCR substances are involved" means any deliberate and illegal act which:

- includes, implies or is associated, wholly or in part, with the use or threat of the use of, or the release or threat of release of, nuclear, biological, chemical or radioactive agents, substances, instruments or weapons;
- or which involves conventional weapons whose use or threat of use leads to damage by NBCR substances.

By deliberate and illegal act, we mean an action organised underground for ideological, political, economic or social purposes, carried out individually or in a group, and affecting people or destroying property in order to make an impression on the public or create a climate of insecurity.

2.12. Salvage and prevention costs

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

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

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

The **Policyholder** undertakes to inform the **Company** of the salvage and prevention measures he/she has taken and of their cost as soon as possible.

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

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

These costs shall be borne by the **Company** to the extent that they relate exclusively to risks and/or benefits insured under this policy. The **Company** is therefore not liable for costs relating to uninsured risks and/or benefits.

These costs shall be borne by the **Company** provided that their total, added to the total amount of the compensation due for the principal, does not exceed the total sum insured per **Policyholder** and per **loss**.

2.13. The Company's benefits

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

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

The amounts due are settled within thirty days of them being set. Beyond this period, default interest at the legal interest rate is due.

2.14. Subrogation

The **Company** which has paid the compensation takes on the rights and actions of the **Insured** or the beneficiary against the **third parties** responsible for the damage, up to the amount of the compensation.

If, by the actions of the **Insured** or the beneficiary, the subrogation can no longer produce its effects in the **Company's** favour, the **Company** may claim the repayment of the compensation paid to the extent of the prejudice suffered.

Subrogation may not harm the **Insured** or the beneficiary who may have only been partially compensated. In this case, he/she may exercise his/her preferential rights, to what remains due to him/her, in relation to the **Company**.

2.15. Multiple policyholders

Where there are several **Policyholders**, each acts on behalf of the other. Any communication from the **Company** addressed to one of them is valid with regard to all.

They are also jointly and severally bound by the obligations arising from the insurance policy.

2.16. Domicile and communication

The legal **address** of the **Policyholder** shall be the address specified in the schedule, unless the **Policyholder** has notified the **Company** in writing of a different **address**.

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

During the term of the policy, notifications from the **Company** shall be validly sent to the known **address** of the **Policyholder**. It is up to the **Policyholder** to inform the **Company** of any change of address.

2.17. General Information

The **Policyholder** can consult the report on the **Company's** solvency and financial situation on the **Company's** website: www.axa.lu.

2.18. Suggestions and complaints

The **Policyholder** may contact the **Company's** General Management in writing or via the website www.axa.lu with any suggestion or complaint. When making a complaint, he/she can also contact the Insurance Supervisory Authority (7 boulevard Joseph II, L-1840 Luxembourg) or the mediation body set up on the initiative of the Association of Insurance Companies and the Luxembourg Consumer Union without prejudice to the possibility of instituting legal proceedings.

2.19. Competent jurisdiction

Any dispute between the **Policyholder** and the **Company** arising from the insurance policy falls under the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg, without prejudice to the application of international treaties or agreements.

2.20. Limitation

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

2.21. Applicable law

The policy is governed by Luxembourg law.

2.22. Conflicts of interest

A conflict of interest may be defined as "any professional situation in which the discretion or decision of a person, firm or organisation may be influenced or impaired in its independence or integrity by personal considerations or by power of pressure from a third party. "

For the purpose of detecting conflicts of interest that may arise in the course of its business, including in the context of the distribution of insurance and which involve the

risk of harming the interests of a customer (Policyholder, Insured or Beneficiary), the Company is required to assess whether it, its officers and staff, its insurance agents or any person directly or indirectly related to it by a control relationship, have an interest in the result of this activity when this interest:

- is distinct from the client's interest;
- or may potentially influence the result of the distribution activities to the detriment of the client.

The Company must proceed in the same manner to identify conflicts of interest between one customer and another.

In this context, the Company has put in place a set of organisational and administrative measures to **identify, prevent**, monitor and manage all conflict of interest situations that may adversely affect the interests of its customers, including - but not exclusively - when marketing an insurance policy.

When it is determined that certain organisational and administrative measures are not sufficient to ensure that a conflict of interest will be avoided or that it is not possible to effectively manage the conflict of interest, the Company will undertake to inform the Customer of the nature and source of the conflict of interest concerned in good time before the conclusion of the insurance policy.

The conflict of interest policy put in place by the Company is available on request or can be consulted directly on the website www.axa.lu.

2.23. Remuneration, commissions and benefits

General principle

The Company undertakes that the remuneration policy put in place for the benefit of its staff, its insurance agents and, more generally, the intermediaries in charge of the distribution of its insurance products, does not impair their ability to act in the best interests of its Customers, or dissuade them from making an appropriate recommendation or presenting information in an impartial, clear way that does not mislead.

Commissions and benefits

The Policyholders and insured parties are informed prior to the conclusion of a policy of the nature of the remuneration received by the insurance intermediaries in connection with the distribution of an Insurance Product, or by Company staff in the case of direct sale.

Insurance intermediaries are likely to be paid in the form of commission, which is generally included in the insurance premium for the policies they sell.

In the case of direct sales, the Company's staff is paid in the form of a salary. They do not receive any commission directly related to the selling of a life insurance policy.

Insurance intermediaries and the Company's staff are otherwise likely to receive other forms of remuneration, in the form of monetary or non-monetary benefits, subject to compliance with the general principle referred to above.

2.24. Protection of personal data

The data controller

AXA Assurances Luxembourg S.A., respectively AXA Assurances Vie Luxembourg SA is responsible for the processing of personal data that is communicated to it in connection with taking out / accepting the insurance policy or later in the context of the execution of the insurance policy. It has appointed a Data Protection Officer specifically responsible for all data protection matters within the Company.

Processing of data of a personal nature or personal data

The processing of personal data generally refers to all transactions carried out by the Company or not, using automated processes and applied to data or sets of personal data, such as the collection, recording, organisation, structuring, preservation, adaptation or modification, extraction, consultation, use, communication by transmission, distribution or any other form of provision, reconciliation or interconnection, limitation, erasure or destruction.

All personal data will be processed in accordance with applicable Luxembourg law and European regulations concerning the protection of the individual with regard to the processing of personal data.

Data subjects

The Company may process the personal data of the following persons or categories of data subjects:

- persons interested in the insurance policy: in particular policyholders, the insured or affiliates, beneficiaries, rightful claimants, third parties, heirs, guardians, administrators, controllers, etc.
- the parties to the policy: in particular insurance intermediaries (insurance agents, insurance brokers, intermediaries on an ancillary basis), managers, service providers (experts, doctors, lawyers, etc.).

This list is not exhaustive. Only the Company's register is authentic.

Categories of personal data

The Company may process all the data that is generally necessary and relevant to the assessment of risk, evaluation of the damage, or the proper performance of the purposes of the processing, and in particular, depending on the nature of the insurance policy taken out, the main categories of personal data:

- data to identify the data subjects (identity, marital status, address, country of tax residence, tax number, nationality, etc.);
- supplementary data relating to the personal, family, economic and financial situation of the policyholder and/or the insured/member, data relating to his/her lifestyle (sports activities, leisure, travel, etc.) as well as data concerning his/her professional situation;
- sensitive data concerning the physical and/or mental health of the insured/member.

This list is not exhaustive. Only the Company's register is authentic.

Purposes of processing and legal basis of processing

Purposes (*non-exhaustive list - only the Company's register is authentic*)

Personal data are collected and processed for the purpose of:

- examining clients' needs and requirements;
- assessing risks;
- preparing, concluding and managing policies;
- executing policies;
- settling claims;
- preventing fraud;
- compiling statistics and carrying out actuarial studies;
- managing grievances, complaints and disputes;
- managing clients and business development, if required;
- compliance with and the fulfilment of legal obligations with regard to the regulatory and administrative provisions in force (in particular the fight against money laundering and the financing of terrorism, tax levies, regulatory reporting, etc.).

Legal bases of processing

Processing personal data for the purposes outlined above is based on at least one of the following legal bases:

- the processing is necessary for the execution of the insurance policy to which the data subjects are parties or involved, or for the performance of pre-contractual measures taken at the request of the data subject or subjects;
- the processing is necessary to meet legal obligations to which the company is subject;
- the processing is necessary to safeguard the vital interests of the data subjects or other natural persons;
- consent in the cases specified below.

The data subject's consent is also required for:

- processing data relating to the health of the data subject for all purposes outlined above;
- processing data for the purposes of business development.

Recipients or categories of recipients of personal data

Personal data may be transmitted to the following categories of persons, subject to the strict limits and conditions laid down by the Luxembourg law on the confidentiality of insurance (*see Article 300 of the Law of 7 December 2015 on the insurance sector*):

- insurance intermediaries (insurance agents, insurance brokers and intermediaries on an ancillary basis) and other partners of the Company;
- the Company's service providers and subcontractors, to the extent necessary to perform the tasks assigned to them;
- other entities of the insurance group to which the Company belongs;
- the Company's reinsurer(s), statutory auditors and auditors;
- people involved in the insurance policy such as lawyers, experts, medical advisers, etc.;
- and more generally all persons or authorities (administrative, tax or judicial) to whom the law requires or authorises the sending of personal data, subject to the conditions and within the limits imposed by law.

This list is not exhaustive. Only the Company's register is authentic.

Transfer of data outside the European Union

Personal data may be transferred to a country outside the European Union in the following permitted cases, and within the strict limits and conditions laid down by the Luxembourg law on insurance secrecy:

- the transfer is made to a country that ensures an adequate protection level as intended by the European Commission or which has been assessed as such by a competent authority;
- the transfer is governed by the standard contractual clauses adopted by the European Commission;
- the transfer is performed to an entity of the AXA Group that has signed the binding company rules ensuring a sufficient protection level;
- the transfer is authorised under one of the exceptions set out in Article 49 of the European Data Protection Regulation (particularly in the case of the data subject's express consent, for the performance of the insurance policies, for the safeguarding of human life, for the recognition, exercising or defence of rights in court).

Only data that is relevant to the purpose pursued may be transferred.

In order to guarantee the legitimate processing of personal data, the Company undertakes before any transfer or upon request of the data subjects, to provide complete information on the purpose, the nature of the data, and the recipient country or countries.

Subcontracting 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 the following processing services and operations to external or intra-group service providers:

- The filtering of the databases of customer names (prospective policyholders, insured and beneficiaries) in the light of the monitoring lists put in place as part of the fight against money laundering and the financing of terrorism, in accordance with the legal obligations incumbent on the Company.
 - Type of provider: intra-group companies
 - Type of data provided to service providers: personal identity data of the data subjects
 - Country of establishment of the providers: intra-group (France and Belgium) and outside the European Union (India)
- The IT management tool for clients (prospective policyholders, policyholders, insured and beneficiaries, members)
 - Type of provider: external company
 - Type of data provided to service providers: the personal identification data of the data subjects as well as the data necessary for the management of the loss
 - Country of establishment of the providers: France
- The management tool to help manage a car accident
 - Type of provider: external company
 - Type of data provided to service providers: the personal identification data of the data subjects as well as the data necessary for the management of the loss
 - Country of establishment of the providers: Belgium

- AXA Assistance claims management (prospective policyholders, insured and beneficiaries)
 - Type of provider: intra-group companies
 - Type of data provided to service providers: the personal identification data of the data subjects as well as the data necessary for the management of the loss
 - Country of establishment of the providers: intra-group (worldwide)

- Management of health care reimbursements (prospective policyholders, insured and beneficiaries)
 - Type of provider: external company
 - Type of data provided to service providers: the personal identification data of the data subjects as well as the medical data strictly necessary for the management of the loss
 - Country of establishment of the providers: Portugal

Outsourcing the transactions described above is always subject to the signature by each provider of a confidentiality agreement concerning the personal data to which it has access.

Any subsequent modification in connection with the outsourcing of the operations described above or any new data transfer to a subcontractor located abroad which would be necessary in view of the purpose of the processing, will be the subject of a written communication from the Company, either by way of an addendum to the General Terms and Conditions or by separate notification, in accordance with the general communication principles referred to above.

Register of personal data

The Company maintains a register listing data subjects, the categories of personal data subject to processing, the recipients and categories of recipients, and the purposes of the processing. In the event of a discrepancy between the provisions of this clause and the contents of the register, the latter shall prevail.

Duration of data conservation

The personal data shall be kept by the Company in a form allowing the identification of the data subjects for the duration required for the purposes for which they are collected and processed. In general, they shall be kept as long as necessary to allow the Company to comply with its legal obligations, to respect the limitation periods resulting from applicable laws, and more generally to find, exercise or defend its rights in court.

The Company shall take the necessary measures to ensure the security of the processing of personal data.

Rights of data subjects

Data subjects have the right to access their personal data, to request the rectification of their personal data, and – under certain conditions – the right to request the erasure of their personal data, as well as the right to request the restriction of processing and portability of their personal data.

a. Right of access and modification

Any data subject has the right to access his/her personal data held by the Company as well as a reminder of all the following information: the purposes of the processing, the categories of personal data concerned; the recipients or categories of recipients to whom the data has been or will be communicated, the length of time the data is stored, and all the rights of the data subject in relation to that data.

The Company shall always verify the identity of the person requesting access to his/her data before responding to a request.

Any data subject also has the ability to request, without undue delay, the rectification of data that proves to be inaccurate or to have incomplete data completed.

The Company shall ensure that the desired information is provided or that the desired change is made within one month of receipt of the request.

The right of access and/or modification is in principle free of charge for data subjects unless this represents too heavy a burden for the Company in which case payment may be required.

b. Right to withdraw consent

Anyone who has expressly consented to the processing of his/her personal data, in particular in the situations referred to in the section on the "legal bases of processing", may withdraw this consent at any time. Withdrawing consent does not have retroactive effect and does not call into question processing based on consent made prior to the withdrawal.

c. Right to be forgotten

Any data subject has the ability to get the Company to delete the data of which he/she is the subject without undue delay when:

- The data is no longer necessary for the purpose of the processing;
- The data subject withdraws the consent upon which the processing was based (and there is no longer any other legal basis for the processing of the data);
- Erasure is necessary to comply with a legal obligation incumbent upon the Company;

The Company shall notify the data subject of any deletion of personal data.

d. Right to restriction of processing

All data subjects can request that the processing of their personal data be restricted in the following cases:

- The data subject disputes the accuracy of the data in question and requests suspension of processing in order to enable the data controller to verify the quality of the data;
- The data subject does not wish to have the data deleted, but merely to restrict its use;
- The data is obsolete but is needed by the data subject to establish, exercise or defend his/her rights in court.

The Company shall notify the data subject of any limitation to his/her personal data.

e. Right to data portability

Any data subject has the right to receive personal data of which he/she is the subject in a structured, commonly used and machine-readable format, and has the right to transfer this data to another controller without the Company being able to oppose this.

He/she may also request that his/her personal data be transmitted directly by the Company to another controller, where technically possible.

f. Exercising of rights

All data subjects are free to exercise these rights by sending the company (marked for the attention of the data controller), either a duly dated and signed written request to that effect, along with a copy of both sides of a valid identity document, or an e-mail to the following address: dpo@axa.lu.

Complaints

Any complaint in connection with the processing of personal data may be addressed to the National Commission on the Protection of Personal Data (CNPD), Complaints Service, 1 avenue du Rock'n'Roll, L-4361 Esch Sur Alzette.

2.25. Existence, date/start of the policy

Unless otherwise stated or specifically indicated, the clause relating to the existence, formation, commencement or effective date of the policy is specified and completed as follows:

“The Policy is formed by the signing of the Schedule by the Policyholder and the Company.

A signed copy must be returned to the Company by the Policyholder. If the Schedule is not returned signed while premium(s) have been paid, the policy shall be deemed formally accepted by the Policyholder and validly entered into. ”

3. Special conditions - Accident Assistance

You benefit from Accident Assistance as soon as the Civil Liability insurance comes into effect.

INFO LINE - The number to call is given on the Certificate of Insurance

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

3.1. Purpose and scope of the assistance cover in the event of a technical incident

3.1.1. Purpose

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

3.1.2. Geographical scope

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

3.1.3. Number of interventions

This benefit is granted a maximum of three times per insurance year.

3.2. Conditions for granting the assistance service in the event of a technical incident

In the event of a **technical incident**, the **Insured** must submit his/her request for assistance to the **service provider** whose contact details appear on the **Certificate of Insurance** as soon as the incident occurs, unless specifically provided for otherwise for certain items of cover.

In the event of intervention **abroad**, the benefit is only granted provided that the journey by the **Insured** away from his/her legal **address** lasts no longer than 90 consecutive calendar days. Events that occur after this period are not covered.

All benefits not requested at the time of the incident, as well as those refused by the **Insured** or organised without the consent of the **service provider**, shall not give retroactive right to reimbursement or compensation. An exception to this rule is made for the costs of towing to the nearest garage as specified in point 3.3.1, when the

technical incident occurred on a road where access is reserved exclusively for towing companies approved by the local authorities.

It is up to the **service provider** to select the most appropriate means of transport.

3.3. Vehicle assistance in the event of a technical incident

3.3.1. Repairs - 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 following a **technical incident**, the **service provider** arranges and pays for sending a repairer or, if the vehicle cannot be repaired on site, a haulier to tow the **insured vehicle** to a partner garage of the **Company** or the **service provider**.

The **Insured** may choose a different garage provided that it is located close to where the **technical incident** occurred.

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

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

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

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

the **service provider** arranges and pays for the transport-**repatriation** of the **insured vehicle** as quickly as possible to the garage chosen by the **Insured**, close to his/her legal address.

The **service provider's** intervention shall never exceed the **salvage value** of the vehicle. Where the transport costs exceed this value, the **service provider's** intervention is limited to this value.

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

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

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

3.3.3. Shipping spare parts in the event of a technical incident abroad

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

The references of the essential spare parts shall be sent by the **Insured** under his/her sole responsibility.

The intervention of the **service provider** is always limited to the assumed cost of repatriation of the **insured vehicle** or its **salvage value** if it is lower than the cost of **repatriation**.

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

3.3.4. Stolen vehicle found within the territorial boundaries of the policy

3.3.4.1. The insured vehicle is found in a fit state to drive:

The **service provider** shall arrange and pay for:

- either, sending a driver, or a repairer-haulier on site to bring the vehicle back to the **Insured's** legal **address**;
- or, transporting the **Insured** to go and recover his/her vehicle.

3.3.4.2. The insured vehicle is found but is immobilised:

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

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

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

3.3.5. Security costs

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

3.4. Assistance for Insured in the event of a technical incident or theft of the Insured vehicle

3.4.1. In the event of immobilisation of less than 5 days

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

If the **Insured** does not wish to wait for repairs to be done locally, the **service provider** shall pay up to a maximum of € 125 of the costs of continuing the journey and of recovering the repaired vehicle or of returning to the legal **address**. The intervention of the service provider is raised to a maximum of € 250 if the **technical incident** occurs **abroad**.

The service provider shall not pay for any other expenses, including meals.

3.4.2. In the event of immobilisation of more than 5 days

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

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

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

3.4.3. Psychological assistance

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

3.5. Taxi Service Wildcard

3.5.1. Purpose

As part of the prevention measures introduced by the **Company**, the **service provider** shall arrange and pay for sending a taxi to bring the **Insured** back to his/her home address.

To benefit from this cover, the driver must:

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

The unfitness to drive must be an unforeseeable circumstance.

3.5.2. Geographical scope

The distance between the pick-up point and the home **address** must not exceed 70 kilometers.

3.5.3. Number of interventions

This benefit is granted a maximum of three times per insurance year.

3.6. Commitments

3.6.1. Commitments of the Insured

3.6.1.1. Declaration of loss

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

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

To be able to arrange the assistance as effectively as possible and in particular to agree on the most appropriate means of transport (plane, train, etc.), the **Insured** must contact the **service provider** before any intervention and only incur assistance expenses with its consent.

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

3.6.1.2. Duties of the Insured in the event of loss

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

Then, within a maximum of 2 months after occurrence of the incident and the intervention of the **service provider**, the **Insured** undertakes to:

- provide the original supporting documents for expenses incurred;
- provide evidence of the events giving entitlement to the benefits granted;
- automatically return all transport tickets that have not been used because the **service provider** paid for this transport;

when the **service provider** has advanced medical expenses, the **Insured** must automatically take all necessary steps with the social security and/or provident institutions covering the same expenses to recover and remit the sums received in this respect to the **service provider**.

3.6.1.3. Penalties

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

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

3.6.2. The commitments of the **service provider**

The **service provider** shall make every effort to assist the **Insured** under its obligation of diligence.

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

- a civil or foreign war;
- a general mobilisation;
- requisitioning of men and equipment by the authorities;
- any acts of sabotage or terrorism committed in connection with concerted actions;
- social conflicts, such as strikes, riots, civil unrest, lockout, etc.;
- the effects of radioactivity;
- all cases of force majeure rendering the performance of the policy impossible.

If, in an emergency or a case of force majeure, the **Insured** has incurred expenses without the prior consent of the **service provider**, they shall be reimbursed up to the amounts stated in these **special conditions** and up to the limit of the costs that the service provider would have incurred had it arranged the service itself.

3.7. Exclusions

3.7.1. Exclusions common to all benefits

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

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

3.7.2. Exclusions for assistance to persons

The cover is not acquired for:

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

3.7.3. Exclusions for assistance to vehicles

The **service provider** shall not intervene in the following cases:

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

4. Special conditions - Breakdown Assistance

The following **special conditions** supplement the "accident assistance" cover. They are applicable if the **schedule** states that the "breakdown assistance" cover is granted and provided that the **insured vehicle** was first registered less than eight years ago when the "breakdown assistance" cover is taken out.

4.1. Definition

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

4.2. Purpose and geographical scope

4.2.1. Purpose

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

4.2.2. Geographical scope

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

4.3. Conditions for granting the assistance service

In the event of a **breakdown**, the **Insured** must submit a request for assistance from the **service provider** whose contact details appear on the Certificate of Insurance, as soon as the incident occurs.

No retroactive right to reimbursement or compensation is associated with any benefits not requested at the time of the incident and those refused by the **Insured** or arranged without the consent of the **service provider**.

If the **insured vehicle** is less than 8 years old when the policy is taken out and more than 8 years old on the day of the incident, the benefits are due.

4.4. Vehicle Assistance

4.4.1. Fuel assistance

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

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

4.4.2. Puncture assistance and puncture cover

4.4.2.1. Puncture assistance

In the event of a puncture of a tyre, the **service provider** shall arrange and pay for the repair of the vehicle where the vehicle is immobilised if the **Insured** is incapable of fitting the spare wheel or using the anti-puncture material present in the vehicle.

If several tyres are punctured, the **service provider** shall arrange and pay for the towing of the **insured vehicle** to the garage of its choice.

4.4.2.2. Puncture cover

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

- the **service provider** shall pay for changing tyres under certain conditions.
- measuring the depth of the remaining tread determines the amount paid under the puncture cover for replacing the tyre with a new tyre of the same type (according to the legislation in force).

Intervention conditions based on the replacement invoice to be provided by the **Insured**, indicating the tread wear of the tyre(s):

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

If the tread on the damaged tyre is less than 2 mm deep, no payment is made for the removal, fitting and adjustment benefits on the new tyre.

The following tyre damage is covered by the assistance benefit:

- damage causing abnormal or dangerous driving conditions with respect the regulations of the highway code (excluding **accident**);
- tyre blowout;
- vandalism;

Only vehicles in Stataulux category 71-76 can benefit from this cover.

4.4.3. Vehicle opening assistance

If the keys are locked inside the insured vehicle, or the luggage equipment, the **service provider** shall open the **vehicle's luggage** after the **Insured** has shown it some form of identification. The **Insured** gives his/her permission for the **service provider** to check the vehicle's documents after opening the locks or luggage to compare the information in the documents with the information provided by the **Insured**.

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

In the event of the loss of the keys of the **insured vehicle** and a duplicate set is kept at the Insured's home **address**, the **service provider** shall arrange and pay for the costs of the return taxi journey from the place of immobilisation to the **Insured's home address**, up to a maximum of € 65. If the safety of the vehicle cannot be guaranteed in the meantime, the **service provider** shall have the vehicle towed to the nearest garage and pay security costs for a maximum of 24 hours.

In both the aforementioned cases, the **service provider** shall not intervene if the vehicle is equipped with an anti-theft system making it impossible to move.

If the keys have been locked in the **insured vehicle**, and there is no duplicate set at the home **address**, the **service provider** shall inform the **Insured** of the steps to be taken to obtain a duplicate set from the manufacturer.

5. Special conditions - Replacement Vehicle

The provision of a replacement vehicle is granted as soon as the Civil Liability insurance comes into effect.

5.1. In the event of a non-immobilising loss

5.1.1. Territorial scope

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

5.1.2. Purpose of the cover

The **Company** grants, in the event of a **non immobilising loss** covering "material damage to the vehicle, **fire, theft, glass** breakage, animal strike", the provision of a category B replacement vehicle (compact and medium-sized car) equivalent in size to a city car. This statement is given as an example only and has no contractual value with respect to the **Company**.

Cover is granted as long as the **Insured** has a third party liability no-claims bonus equal to or less than 14 and holds a B licence, in accordance with the use of a car.

The replacement vehicle is made available only for the time taken for repairs as decided by the assessment report or in agreement with the **Company** and for a maximum of 10 consecutive days.

The provision of the replacement vehicle in the event of loss due to **glass** breakage is however limited to 1 day.

5.1.2.1. Payment of the replacement vehicle

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

The **Insured** must pick up the replacement vehicle and return it after use to the partner repair garage or the approved rental company which made it available to him/her. Other arrangements can be negotiated between the **service provider** and the **Insured** at the time of payment.

The provision of the replacement vehicle without a deposit is subject to the **Insured** having taken out the Material Damage cover. Any ancillary charges such as excess, fuel costs, charges for the late return of the vehicle, etc. shall be paid directly to the vehicle rental company by the **Policyholder**. Failing that, the **Company** shall claim them directly from the **Policyholder**.

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

5.1.2.2. Reimbursement of rental costs

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

5.1.2.3. Daily lump sum in the event of a non-immobilising loss apart from glass breakage

If the **Insured** does not claim the replacement vehicle, the **Company** shall pay him/her a daily compensation of € 20 based on the number of repair days determined by the assessor, up to a maximum of 10 consecutive days.

5.2. In the event of an immobilising loss

5.2.1. Territorial scope

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

5.2.2. Purpose of the cover

The provision of the replacement vehicle is only granted if the **Insured** has called on the **Company's service provider** under "Accident Assistance" and "Breakdown Assistance" to repair or tow the **insured vehicle**.

In the event of an **accident** which immobilises the **insured vehicle**, and provided that the vehicle falls under Stataulux category 71-76, the **service provider** shall provide the **Insured** with a replacement vehicle of category B (compact and medium-sized car - see point 5.1.2 §1 above). The **Insured** must pick up the replacement vehicle and return it after use to the partner repair garage or the approved rental company which made it available to him. Various arrangements can be negotiated between the **service provider** and the **Insured** when payment is made. The maximum intervention threshold shall be limited to € 55 per day.

The maximum period for granting the replacement vehicle is:

- 10 consecutive calendar days;
- 31 consecutive calendar days in the event of total loss or **theft** of the **insured vehicle** belonging to Stataulux categories 71 to 76 (motorcycle). In the event of **theft**, the benefit is due if the **theft** cover is taken out and the **theft** has been duly reported to the police within 24 hours of the **Insured** becoming aware of it.

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

The conditions normally prescribed are mainly

- naming of a **main driver** who is over 25 years of age at the time of the provision of the vehicle, who has held a driving licence suitable for the type of vehicle provided for more than one year and who has not had his/her driving licence **withdrawn** in the year preceding the request for rental;
- the vehicles are made available to the **insured** without a deposit;
- any ancillary charges such as excess, fuel costs, charges for late return of the vehicle, etc. should be paid directly to the vehicle rental company by the

Policyholder. Failing this, the **service provider** shall claim them directly from the **Policyholder**.

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

Reimbursement of rental costs

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

5.3. Exclusions

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

6. Special conditions - Civil Liability

These **special conditions** are applicable if the **schedule** mentions that the "Civil Liability" cover has been granted.

6.1. Purpose and scope of the insurance

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

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

6.1.3. The insurance covers the civil liability of vehicles travelling on public roads, land open to the public and non-public land that is however open to a certain number of people having the right to use it.
Unless otherwise agreed, cover is also granted on roads and land not listed above.
The insurance includes both cover for founded claims and defence against unjustified claims.

6.1.4. Territorial scope

The insurance is valid in countries whose national insurance bureaux are contractually bound with the Luxembourg Bureau based on the agreement signed on 30 May 2002 between the national insurers' bureaux of Member States of the European Economic Area and other associated States and its subsequent amendments. The Certificate of Insurance is alone valid to outline the **territorial scope** of the insurance cover.

6.2. Insured amounts

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

6.2.2. However, it is limited to the amount of € 2,500,000 per **claim** with regard to material damage caused by **fire**, flare ups, **explosion** or pollution of the natural environment.

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

6.2.4. If there are several **injured persons** and if the total of the compensation due exceeds the sum insured, the rights of the **injured persons** against the **Company** are reduced proportionally up to this amount. However, if the **Company** has in good faith paid an **injured person** a sum greater than his/her share, because it was unaware of the existence of other claims, it only remains liable to the other **injured persons** up to the remainder of the sum insured.

6.3. Redress by the Company against the Insured when transporting too many people or people on “non-registered” seats

6.3.1. Number of seats insured

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

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

6.3.2. Excess number and "unregistered" seats

6.3.2.1. Transporting too many people

When transporting people

- • inside a vehicle intended for the transport of people,
- • inside a vehicle cab intended for the transport of objects,

The people transported are uninsured insofar as the number of persons transported exceeds the number of insured seats. In this case, the **Company** is only bound to pay the related compensation and costs in proportion to the ratio existing between the number of insured seats and the number of people transported.

In regard to the excess persons and proportional non-insurance, the front seats and the rear seats must be considered separately.

6.3.2.2. Transport of persons in "unregistered" seats

When transporting people:

- in the interior and exterior parts of a vehicle intended for the transport of people or objects;
- on a motorcycle, tractor, machine;
- inside a vehicle cab intended for the transport of objects;

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

6.3.2.3. As the cases of non-insurance referred to in points 6.3.2.1 and 6.3.2.2 above are legally unenforceable on the people transported and their beneficiaries, the **Company** retains a right of recourse against the **Insured** in order to obtain reimbursement of the compensation paid, this redress being limited, however, to € 3,000 when the **Insured** is a natural person.

6.4. Damage caused abroad

The following provisions apply in the event of a **claim** occurring in a **foreign** country to which this insurance extends:

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

6.4.2. The **Company** grants its cover in accordance with the provisions of this insurance policy. However, if international laws, principles and agreements make applicable legislation in the area of auto civil liability insurance which requires more extensive covers than provided for under this policy, the **Company** grants these more extensive covers.

6.4.3. The **Insured** authorises the Luxembourg Bureau and the similar bureau of the foreign country or any body acting as such to receive notifications and to investigate and to settle on his/her behalf any claim for damages that engages his/her civil liability with respect to **third parties**, in accordance with the law on compulsory insurance in this foreign country.

6.4.4. The **Company** shall give its personal security or pay bail where the driver is held or when the **insured vehicle** is seized and a surety intended for the compensation of **injured parties** is required for the person held to be released or the return of the vehicle. If the bail has been paid by the **Insured**, the **Company** substitutes its personal surety or, if this is not permitted, reimburses the **Insured**. Under no circumstances may the **Company's** intervention exceed the amount of € 12,500.

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

6.5. Voluntary aid

6.5.1. Any person who, on his/her own initiative, provides free and voluntary assistance to people injured in an **accident** involving an **insured vehicle** is entitled to reimbursement by the **Company** insuring this vehicle of any disbursements incurred due to this aid, up to a maximum of € 750.

If there are several vehicles involved in the **accident**, the person who has provided aid may address his/her claim to any one of the **Companies** in question. This **Company** shall settle the disbursements incurred without taking into account the possibility liability of its **Insured**.

6.5.2. This cover is subsidiary to any reimbursement to which these persons are entitled by virtue of legal or regulatory provisions under social security.

6.5.3. Persons who, on a professional or voluntary basis provide assistance as members of an aid or intervention organisation, cannot benefit from this cover.

6.6. Excess

When the policy provides for a personal contribution from the **Policyholder** to the settlement of the damage (excess), this contribution may not exceed:

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

6.6.1. Setting the excess

When the insurance policy provides for the application of an excess, its amount is set in the **schedule**.

6.6.2. Obligations of the **Company** towards **injured persons**

Any excesses that may apply in the event of a **claim** are unenforceable against **injured persons**. However, the **Company** retains a right of recourse against the **Policyholder** and/or the **Insured**.

6.6.3. Obligations of the **Policyholder** to reimburse excesses

The **Policyholder** is required to reimburse the **Company** for:

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

The **Policyholder** is required to reimburse his/her contributing share within 30 days from the relevant request sent to him/her by registered post by the **Company**.

6.7. **Persons not entitled to compensation:**

The following are excluded from receiving compensation:

- 6.7.1. any **Insured** whose liability is engaged in the occurrence of the **loss**;
- 6.7.2. the perpetrators, co-perpetrators and accomplices in the **theft** of the vehicle that caused the damage;
- 6.7.3. people who, of their own volition, were seated in the vehicle that caused the damage, when the **Company** can prove that they knew the vehicle was stolen.

6.8. **Exclusions**

- 6.8.1. Exclusions unenforceable against the injured persons but giving the **Company** a right of recourse, limited if appropriate, against the **Policyholder** and/or the **Insured**

Unless otherwise provided for in the **schedule**, the following are excluded from the insurance, and therefore give the **Company**, after compensation of the injured **third parties**, a right of recourse against the **Policyholder**, or, if appropriate, against the **Insured** other than the **Policyholder**, this recourse being limited to a maximum amount of € 3,000 when exercised against a natural person:

- 6.8.1.1. damage caused when the **insured vehicle** has been rented out.
- 6.8.1.2. damage caused by drivers who are still applicants for a Luxembourg driving licence (learner drivers).

In the event of a clause inserted in the **schedule** providing for the cover of damage caused by drivers who are still applicants for a Luxembourg driving licence at the wheel of the **insured vehicle**, the insurance shall only be valid if the learner driver complies with the stipulations provided for in this matter by the traffic regulations on all public roads.

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

The driving licence is nevertheless considered valid when:

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

The legal driving ban and administrative withdrawal or suspension of the driving licence as well as non-compliance with restrictions (for example: “only valid for a vehicle specially fitted out due to infirmity”) or conditions (for example: “only valid with corrective lenses”) written on the driving licence equate to the absence of a valid driving licence.

6.8.1.4. damage caused either to the vehicles used by the **Insured**, or to their contents, or to movable or immovable items owned, rented, possessed, guarded or held by the **Insured**. As an exception to the above, damage caused to the items transported by the **insured vehicle**, except for the personal effects and **luggage** of persons transported, shall be paid for without recourse against the **Policyholder**, or, if appropriate, against the **Insured** other than the **Policyholder**, the cover being limited, however, to € 3,000 per **injured person**.

6.8.1.5. damage falling under point 4.2. above.

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

6.8.1.7. damage caused when the **insured vehicle** was driven by a person who has been proven to have:

- either consumed alcoholic beverages in a quantity such that the level of alcohol in the blood is equal to or higher than the legal limit fixed by Luxembourg legislation regulating traffic on all public roads;
- or used illegal drugs, narcotics or hallucinogenic substances;
- or refused after the **accident** to submit to a breath test or a blood test or evaded it by getting away from the place of the **accident**;

6.8.1.8. damage caused while the **insured vehicle** was on the road, even illegally, under cover of the registration document, or the document being used as such, issued in the name of the former owner, within the limits provided by the legislation in force.

6.8.2. Exclusions unenforceable against the injured persons but entitling the Company to an unlimited right of recourse against the Policyholder and/or the Insured

Unless otherwise provided for in the **schedule**, the following are excluded from the insurance, and therefore give the **Company**, after compensation of the injured persons, and with no limit of amount, a right of recourse against the **Policyholder** or, if appropriate, against the **Insured** other than the **Policyholder**:

- 6.8.2.1. damage resulting from a **loss** caused intentionally.
- 6.8.2.2. damage caused by vehicles transporting flammable, corrosive, explosive or oxidising materials, if these materials played a part in the cause or severity of the **loss**.
However, a tolerance of 500 kg or 600 litres of oil, mineral spirits or similar products, including liquid or gaseous fuels necessary for the engine, is allowed.
- 6.8.2.3. damage caused during the gainful transportation of persons. Gainful transport of persons shall be deemed to be the carriage of persons for remuneration which substantially exceeds the costs of putting the vehicle on the road and using it.
- 6.8.2.4. damage resulting from the participation of the **insured vehicle** in races or competitions and in any trial to prepare for these races and competitions; speed, reliability or skill trials, even where authorised, are assimilated with races and competitions.

6.8.3. Exclusions enforceable against injured persons

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

- 6.8.3.1. damage which, although not resulting from the vehicle being on the road, is caused by the goods and objects transported or by the handling required for the transport.
- 6.8.3.2. material damage suffered by:
 - the **Policyholder**, the owner, holder and driver of the vehicle that caused the damage;
 - the spouse of the persons referred to in points 6.7.1. to 6.7.3;
 - relations and direct relatives of these same people provided that the following two conditions are met - they live under their roof and are financially supported by them.
- 6.8.3.3. the recourse based on Articles 116 of the Social Insurance Code against the **Policyholder** or the **Insured**.
- 6.8.3.4. damage caused when the **insured vehicle** has been the subject of a civil or military requisition measure, whether owned or rented, the cover is then suspended due simply to the requisitioning immediately on handover to the authority responsible for the requisition.
- 6.8.3.5. personal injury and material damage resulting from the direct and indirect effects of **explosion**, release, irradiation or contamination from transmutation of atoms or radioactivity, and the effects of radiation caused by the artificial acceleration of nuclear particles.

6.9. Recourse

Except in cases where the law or the insurance policy provides otherwise, the **Company's** recourse against the **Policyholder** or, if appropriate, the **Insured** other than the **Policyholder**, when it can be exercised, relates to the compensation due for the principal,

the related interest and the costs relating to the civil actions and the fees and costs incurred for lawyers and assessors.

6.10. Settlement of claims

- 6.10.1.** The **Company** or the representative responsible for settling the **claim** is required to submit to any **injured person**, within three months from the date on which he/she submitted his/her claim for compensation:
- either a compensation offer stating grounds, where liability is not disputed and the damage has been quantified;
 - or a response stating grounds to the points raised in the claim in cases where liability is rejected or is not clearly established or when the damage has not been fully quantified.
- 6.10.2.** From the moment the **Company's** cover is due, and insofar as a claim is made, the **Company** is obliged to defend the **Insured's** interests within the limits of the cover. As regards the civil interests and to the extent that the interests of the **Company** and the **Insured** coincide, the **Company** has the right to contest the claim by the **injured person** on behalf of the **Insured**. The **Company** may compensate the latter if appropriate. These interventions by the **Company** do not imply any recognition of the **Insured's** liability and may not be prejudicial to him/her
- 6.10.3.** No recognition of liability, no transaction, no fixing of damages, no payment made by the **Policyholder** or the **Insured** without the written permission of the **Company** shall be binding or enforceable against the **Company**. The admission of a material fact or payment by the **Insured** of financial first aid and immediate medical care cannot be assimilated with recognition of liability.
- 6.10.4.** Any legal or extra-legal act relating to a **loss** must be sent to the **Company** as soon as it is notified, served or handed to the **Insured** under penalty of payment, in case of negligence, of all damages and interest due to the **Company** as reparation for the prejudice that it has suffered. The **Insured** incurs the same penalty if he/she neglects to appear in court or does not submit to an investigative measure ordered by the court.
- 6.10.5.** When the proceedings against the **Insured** are brought before a criminal court, the **Company** may be held liable by the **injured person** or by the **Insured**, or can even intervene voluntarily, under the same conditions as if the proceedings were brought before a civil court, without however the criminal court being able to rule on the rights that the **Company** can claim against the **Insured** or the **Policyholder**. The **Company** may exercise all channels of recourse on behalf of the **Insured**, including in case of appeal, when the criminal implication of the **Insured** is no longer an issue. Otherwise, it can only exercise them with the consent of the **Insured**.
- 6.10.6.** The **Company** never pays fines or costs and expenses from the criminal proceedings.
- 6.10.7.** The **Company** shall pay the compensation due for the principal, the related interest and the costs relating to the civil actions and the fees and expenses incurred for lawyers and assessors, but only to the extent that these costs have been incurred by the **Company** or with its consent or, in a conflict of interest that cannot be attributed to the **Insured**, provided these costs have not been incurred unreasonably.

6.10.8. The **Company** is obliged to keep the **Policyholder**, at his/her request, notified of progress in settling the **loss**.

6.11. Protection of third-party rights

6.11.1. Unless provided for otherwise legally or contractually, exceptions, nullities and forfeits deriving from the law or the insurance policy shall not be enforced against the **injured person**.

6.11.2. The exclusions provided for under points 6.8.1. and 6.8.2. are specially unenforceable on the **injured person**; in this case, however, the **Company** nevertheless retains a right of recourse against the **Policyholder** and the **Insured**.

6.11.3. The expiry, cancellation, termination and suspension of the insurance policy, whatever their cause, are enforceable against the **injured person** sixteen days after the relevant notification has been made to the Minister of Transport or any other authority that may be designated for this purpose.

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

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

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

6.12. Personalisation of the premium

6.12.1. Principle

When the **Policyholder** is a natural person, the insurance provides for an insurance premium personalisation system. The personalised premium comprises a basic insurance premium to which a no-claims bonus scale is applied. The basic premium for any new insurance cover is set by the **Company** on the basis of legitimate risk criteria of its choice.

6.12.2. No-claims bonus scale

Level		Percentage of the basic premium
bonus-penalty		
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	BONUS	100
9		90
8		85
7		80
6		75
5		70
4		65
3		60
2		55
1		50
0		47.5
-1	45	
-2	45	
-3	45	

6.12.3. Operation

- 6.12.3.1. A new **Policyholder** is classified at level 11 of the no-claims bonus scale, subject to what is stated below. A new **Policyholder** is any natural person who takes out insurance cover with a **Company** for the first time or any natural person who, despite being already a **Policyholder** for one or more vehicles, takes out insurance cover for an additional vehicle.
- 6.12.3.2. For subsequent insurance years, the level of the no-claims bonus scale varies on each anniversary of the policy as follows:
- no **loss** during the reference period (as stated under point 7.12.5 below) during which the insurance was in force lowers the level on the no-claims bonus scale by one point, with the drop ending at level -3;

- every **loss** during a reference period raises the level by three points, with the rise ending at level 22;
- however, the level applicable after four consecutive years without **loss** may not under any circumstances be greater than eleven.

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

6.12.4. Claims

6.12.4.1. Any **loss** for which the **Company** has paid or must pay compensation to an **injured person** is deemed a **loss** in the meaning of article 6.12.3.2.

6.12.4.2. However, the following are not considered:

- **losses** which do not reach the total amount of any applicable excesses;
- **losses** which the **Policyholder** has reimbursed to the **Company** within 4 months of the notification of payment made by the **Company**;
- compensation granted by the **Company** under point 7.5 in terms of "voluntary aid".

6.12.5. Reference period

6.12.5.1. The reference period is made up of the 12 months preceding by one month the first day of the anniversary month.

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

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

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

6.12.6. Change of vehicle or insurance company

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

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

6.12.7. Personalisation of the premium if the **Policyholder** is a legal entity

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

6.12.8. Statement in the event of termination of the insurance

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

7. Special conditions - Legal Protection

These **special conditions** apply if the **schedule** states that legal protection cover has been granted.

7.1. Purpose and scope of the insurance

7.1.1. Purpose

In this cover, Legal Protection means the cover granted by the Company covering civil liability with a view to defending or representing the **Insured** in any legal or administrative proceedings. It is accessory to the civil liability cover. It can be activated when the liability is not clearly defined after a **loss** or is the subject of a dispute between parties.

Following an **accident (excluding aggravating circumstances such as the consumption of alcohol or narcotics, drugs or hallucinogenic substances)** in which the **insured vehicle** is involved, the **Company** undertakes to bear the costs of legal proceedings and to provide other services related to insurance cover in connection with a **dispute** against the **Insured**, in his/her capacity as owner, holder, driver or passenger of the **insured vehicle**, toward a **third party**, in particular in view of:

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

In this context, the **Company** covers payment, up to a maximum of €10,000, of costs and fees for all procedures, investigations, assessment reports or second assessment reports, legal and extra-legal proceedings incurred by:

7.1.1.1. Defending the **Insured** before the criminal courts when the **accident** is due to the ownership or use of the **insured vehicle** and provided that the **Company** is not already intervening by virtue of point 6.10.5. of the **special conditions** on civil liability cover.

7.1.1.2. Recourse against the persons responsible other than the **Insured** defined in point 1.7 of the general glossary, provided that the **Insured** was occupying a seat listed on the registration certificate of the **insured vehicle** at the time of the accident, as referred to in point 6.3.2. of the **special conditions** of the civil liability cover.

In this respect, the insurance covers:

- as compensation for the prejudice resulting from the damage caused to the **insured vehicle**;
- in compensation for bodily injury and material damage caused to the **Insured**.

7.1.2. Territorial scope

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

7.2. Exclusions

The **Company's** cover does not extend to:

- 7.2.1. anything governed by exclusions of the common General Conditions (point 2.11);
- 7.2.2. anything governed by exclusions of the **special conditions** of the civil liability cover (point 6.8);
- 7.2.3. the costs and fees incurred by **disputes** relating to this policy;
- 7.2.4. costs and fees incurred by the **Insured** before declaring the existence of the **dispute** to the **Company** or subsequently without warning the **Company** in advance, except in a justified emergency;
- 7.2.5. penalties, fines, unpaid traffic fines and/or transactions with the Public Prosecutor's Office;
- 7.2.6. the principal and ancillary sums that the **Insured** may have to pay to the **third party** with whom he/she is in dispute and where the **Company's** intervention has been sought under the legal protection cover;
- 7.2.7. the costs and fees relating to legal proceedings for the recovery of sums under € 250 or those relating to recourse to appeal brought by the beneficiaries if the amount of the **dispute** does not reach € 2,500;
- 7.2.8. the costs and fees of a lawyer other than the one appointed initially, unless the **Insured** is obliged, for reasons beyond his/her control, to appoint a new lawyer.
- 7.2.9. costs and fees relating to **disputes** arising when the driver of the **insured vehicle** involved in an **accident** does not hold a valid driving licence as stipulated by the relevant regulations. Nevertheless, the cover is still granted to the **Policyholder** and/or owner of the vehicle in the event of **losses** caused by persons for whom he/she is civilly responsible under Article 1384 of the Civil Code, regardless of the type and seriousness of the faults committed these persons.
- 7.2.10. costs and fees relating to **disputes** where the **Company** has a right of recourse against the **Insured** by virtue of the **special conditions** of the civil liability cover. Nevertheless, the cover is still granted to the **Policyholder** and/or owner of the vehicle in the event of **losses** caused by persons for whom he/she is civilly liable under Article 1384 of the Civil Code, regardless of the type and seriousness of the faults committed by these people;
- 7.2.11. when information obtained by the **Company** shows that the **third party** considered liable is insolvent.

7.3. Obligations in the event of a claim

7.3.1. The **Insured** undertakes to take all necessary measures to allow the **Company** to effectively carry out its obligations and to keep it informed on the expected procedures.

7.3.2. The **Insured** must also comply with the **Company's** instructions with regard to his/her appearance at hearings, objections or appeals to be brought as well as all measures to be taken for the efficient management of the trial. He/She also undertakes to provide the **Company** with information, to give it all the necessary powers and to send it upon receipt all notices, subpoenas, summonses and all other documents relating to the **dispute**.

7.3.3. The **Insured** personally bears the additional costs which may result from his/her negligence in this respect.

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

7.4. Free choice of legal representative

7.4.1. Subject to the prior, written consent of the **Company**, the **Insured** may instruct a lawyer of his/her own choice or, insofar as the law applicable to the proceedings permits, any other person with the necessary qualifications to defend his/her interests:

7.4.1.1. in the event of criminal proceedings;

7.4.1.2. when a recourse fails to produce an amicable solution and legal or administrative proceedings must be undertaken;

7.4.1.3. whenever a conflict of interest arises between the **Insured** and the **Company**, in which case the **Company** asks the **Insured** to choose the lawyer of his/her choice.

7.4.2. To benefit from the payment of the lawyer's costs and fees, the **Insured** undertakes, except in a justified emergency, to communicate the name of his/her lawyer to the **Company** in advance and in writing, and then to inform the **Company** of the implementation and follow-up of the case entrusted to the lawyer. The **Insured** and the **Company** shall manage the proceedings jointly.

7.4.3. The **Company** can advise the **Insured** on his/her choice at his/her request.

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

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

7.4.6. The freedom of choice of lawyer remains even for proceedings undertaken **abroad**. The provisions provided for in the preceding paragraphs shall also apply to these proceedings.

7.5. Recourse

7.5.1. When recourse is exercised against the liable **third parties**, the **Insured** shall themselves set the amount of the sums to be claimed while making the supporting documents available to the **Company**. The **Company** shall refrain from entering into a deal without their prior consent.

7.5.2. The **Company** reserves the right to refuse or cease its intervention when it considers the claim of the **Insured** legally or factually unsustainable or the lawsuit pointless, especially when it deems the settlement offers of a **third party** or its insurer to be reasonable.

7.6. Miscellaneous

7.6.1. The intervention of the **Company** by virtue of this legal protection cover has no impact on the level of No-Claims Bonus held by the **Policyholder** under the civil liability insurance.

7.6.2. The **Company** shall be subrogated in the rights of the **Insured** to recover the sums it has advanced, in particular any compensation for proceedings, costs and/or expenses.

8. Special conditions - Comprehensive Legal Protection

These **special conditions** apply if the **schedule** states that the Comprehensive Legal Protection cover has been granted.

8.1. Territorial scope

The supplementary covers provided by the comprehensive legal protection insurance compared with the legal protection insurance covers are granted in the countries where the Vehicle Damage insurance covers are granted, as defined in Article 9.1 of the **special conditions** Vehicle Damage.

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

8.2. Legal protection in the event of a dispute

8.2.1. Purpose of the insurance in a dispute

As the owner, holder, driver or passenger of the **insured vehicle** or of any vehicle replacing the insured vehicle rendered temporarily unusable for a maximum period of 30 consecutive days, the **Insured** shall be eligible for the **Company's** benefits insofar as he/she finds him/herself in a dispute (where the amount at stake, except in criminal matters, exceeds €150), i.e. when:

- 8.2.1.1. he/she is being prosecuted for breaking the road traffic laws and regulations (except for offences related to the consumption of alcohol or narcotics, drugs or hallucinogenic substances) or for involuntary injuries or manslaughter;
- 8.2.1.2. he/she is the subject of a claim for compensation and does not have civil liability insurance that pays for his/her defence or, if appropriate, when he/she enters into a conflict of interest with the **Company** and must meet the costs of his/her defence him/herself;
- 8.2.1.3. he/she is the subject to recourse by the **Company** for the recovery of sums paid to a **third party**;
- 8.2.1.4. he/she claims compensation for any bodily injury or material damage by the person or the insurance **Company** of the person whose non-contractual civil liability is engaged following the event involving the **insured vehicle**;
- 8.2.1.5. he/she claims compensation for a prejudice following the acquisition, repair or servicing of the **insured vehicle** payable by the vendor or repairer under the legal or contractual cover;
- 8.2.1.6. he/she faces a claim by the purchaser of the **insured vehicle** due to this acquisition;
- 8.2.1.7. his/her driving licence has been temporarily withdrawn;
- 8.2.1.8. he/she faces a dispute over the registration, road tax or technical inspection of the **insured vehicle**.

In these **disputes**, the Policyholder who is a natural person and his/her close relatives shall also be entitled to the benefits of the **Company** as a pedestrian, cyclist or user of a land-based means of public transport.

8.2.2. Scope of the **Company's** benefits

The **Company**

- informs the **Insured** of the extent of his/her rights and how their defence is organised, by requesting, if appropriate, all reports, results of observations or investigations, opinions of assessors and various consultations;
- takes all steps to settle the **dispute** amicably;
- informs the **Insured** of the advisability of undertaking or taking part in legal or administrative proceedings with the assistance of a lawyer, an assessor or a consultant with the necessary qualifications, who can be chosen by the **Insured** at his/her own discretion. The **Insured** has the right to be advised by the **Company** in this choice, provided that he/she requests it.

8.2.3. Effective date of the cover

The **Company** shall grant its assistance to the **Insured** as soon as the cover comes into effect without imposing any waiting period.

The **Insured's** request for assistance must simply be between the effective date of the cover and 60 days after it expires, provided nevertheless that:

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

8.2.4. Costs paid by the **Company**

Depending on the services provided to resolve the insured **dispute**, the **Company** shall pay from the first euro without the **Insured** having to advance:

- 8.2.4.1. the costs of setting up and processing the file by the **Company**, the costs of expert assessment;
- 8.2.4.2. the costs of legal and extra-legal proceedings at the expense of the **Insured**, including the legal costs relating to criminal proceedings;
- 8.2.4.3. the costs and fees of a bailiff;
- 8.2.4.4. the costs and fees of a single lawyer: the cover is no longer granted if there is a change of lawyer, unless the insured party is obliged for reasons beyond his/her control, to appoint another lawyer;
- 8.2.4.5. the legal costs of the adversary if the court has ordered the **Insured** to pay them;
- 8.2.4.6. Where the statement of costs and fees seems to show an abnormally high amount, the **Insured** undertakes to ask the competent authority or court to rule, at the **Company's** expense, on the statement of costs and fees. Failing this, the **Company** reserves the right to limit its intervention.

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

The **Company's** cover does not extend to:

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

8.2.5. Amount of the covers

The costs listed in point 8.2.4. are paid by the **Company** up to a maximum of € 40,000 per **dispute**.

The **Company's** internal costs for managing the file and the costs and fees for consulting the lawyer provided for in section 7.6 (Arbitration) are not considered when determining this amount.

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

8.2.6. Excess

The **Company** shall pay the costs listed in point 8.2.4, without retaining an excess when the amount at stake in the **dispute**, when it can be assessed, exceeds € 150.

This intervention threshold does not apply to criminal matters.

8.2.7. Third party insolvency

This cover applies if the duly identified person, responsible for the damage for which compensation is sought for a covered **dispute** listed in point 8.2.1, is recognised as insolvent. The **Company** shall pay the **Insured** the compensation payable by this person up to a maximum of € 6,500 per **dispute** provided that no public or private body can be declared a debtor.

8.2.8. Procedure in the event of a claim

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

- inform the **Company** of the occurrence of the **dispute** and its origin, in writing, as quickly as possible. If this information is received more than 60 days after the policy has expired, the **Company** shall only intervene if the **Insured** can prove that he/she informed the **Company** as quickly as it could reasonably be done;
- provide, on his/her own initiative or at the request of the **Company**, all information useful for the processing of the file;

- send, as soon as received, bailiff's documents, subpoena or procedural documents that have been sent, handed or notified to him/her.

The **Insured** personally bears the additional costs which may result from his/her negligence in this respect. If the **Insured** makes inaccurate or incomplete statements in bad faith, the **Company** may refuse its cover for the **dispute** in question and the **Insured** must reimburse the sums incurred.

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

8.2.9. Free choice of legal representative

Please refer to point 7.4 of the **special conditions** of the legal protection cover.

8.2.10. Arbitration

Please refer to point 7.6 of the **special conditions** of the legal protection cover.

8.2.11. Exclusions

- The exclusions from the common general conditions apply (point 2.11);
- subject to Article 8.2.1.2, the **Company** shall not intervene when the **dispute** relates to this policy;
- the **Company** shall not pay the costs and fees relating to recourse to an appeal lodged by the **Insured** if the amount of the **dispute** does not reach € 2,500;
- the **Company** shall not pay the costs and fees relating to **disputes** between the **Insured** themselves. Nevertheless, when the **accident** is caused by a person who is an **Insured**, the cover is still granted to the **Policyholder** and/or owner of the **insured vehicle**, provided that the **Policyholder** agrees and that the civil liability cover was in force when the **accident** took place.

8.2.12. Subrogation

The **Company** shall be subrogated in the rights of the **Insured** to recover the sums it has advanced, in particular any compensation for proceedings along with the costs and expenses.

8.3. Cash Advance in the context of a loss with an identified third party

In the context of a road traffic accident occurring within Luxembourg with an identified **third party**, for which liability is 100% accepted by the opposing insurance company, the **Company** may accept an advance payment based on the recourse.

Upon written request from the **Insured**, the **Company** shall advance the principal amount of the material damage for the **insured vehicle** up to 70% of the total compensation provided for by common law.

In the event of failure of the claim against the identified **third party** or its insurer, the **Insured** undertakes to return the advance paid to the **Company** upon first request.

Article 2.14 Subrogation applies to this extension

This provision is not due when the material damage to the **insured vehicle** results from **theft**, attempted **theft** or vandalism.

The exclusions common to all cover apply.

8.4. Participation in the costs for voluntary driving courses

8.4.1. Cover

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

- the **Policyholder** or the driver named in the **schedule** has actually lost points following an offence committed after the comprehensive legal protection cover was taken out and
- the **Policyholder** or the driver named in the **schedule** is, at the time of the course, allocated at least one point in the Ministry of Transport records.

The comprehensive legal protection cover grants a maximum lump sum participation of € 200 a year to attend a voluntary course to recover 3 licence points.

The **Company** shall grant payment as soon as the policy is taken out and up to 30 days after it has expired.

The **Policyholder** or the driver named in the **schedule** shall be reimbursed upon presentation of the following documents:

- the Ministry of Transport records informing the applicant of the number of points before attending the driving course and details of the reasons for the withdrawal of points;
- the Ministry of Transport records informing the applicant of his/her new point tally after attending the voluntary driving course;
- the invoice issued by the Colmar-Berg Driver Training Centre.

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

8.4.2. Exclusions

The **Company** shall not make any reimbursement if:

- the applicant for the driving course is not the **Policyholder** or the main driver or the additional named driver of the **insured vehicle**;
- the applicant has already benefited from the comprehensive legal protection cover for a voluntary driving course in the two years prior to the new offence resulting in the loss of points;

- the voluntary driving course is attended with a view to obtaining a new licence after the points tally has reached zero;
- the driving course is mandatory pursuant to a court decision or as an alternative to a criminal judgement;
- the applicant has committed one or more of the offences listed below:
 - driving without valid insurance;
 - driving without a valid driving licence;
 - driving without a licence or having refused to hand over the driving licence following a legal decision;
 - driving with a blood alcohol level above the legal limit provided for by Luxembourg law or having refused to submit to blood alcohol or narcotics use checks;
 - driving having consumed drugs, narcotics or hallucinogenic substances;
 - failing to stop;
 - failing or refusing to obey a law enforcement agency.

9. Special Conditions - Vehicle Damage

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

9.1. Territorial scope

Unless otherwise stipulated in the **schedule**, the cover of the "Vehicle Damage" insurance is granted by the **Company** in 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, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Serbia*, Montenegro, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, United Kingdom of Great Britain and Northern Ireland, as well as the principalities of Andorra and Monaco, the Vatican City, Lichtenstein and San Marino.

** with limited insurance in regions covered by the Civil Liability cover and listed on the motor insurance certificate*

9.2. Insurance formulas

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

Classic formula

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

- Civil Liability
- Legal Protection
- Accident Assistance

They can be supplemented by the following covers:

- Fire (Mandatory if Theft or Material damage or Animal strikes and natural events)
- Theft (Mandatory if Material damage)
- Material damage
- Animal strikes and natural events (Mandatory if Material Damage)

Benefits included free of charge:

- Taxi Wildcard
- Pay-as-you-go service (choice of payment frequency)
- Wrecked Vehicle sales service

Optional cover

- Comprehensive Legal Protection
- Breakdown Assistance
- Driver protection with the following indissociable covers
 - Death
 - Disability
 - Processing fees
 - Hospitalisation

9.3. Covers

9.3.1. Fire

9.3.1.1. Scope of the insurance

Direct material damage to the **insured vehicle** resulting from the following events is insured:

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

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

9.3.1.2. Excluded risks

The insurance policy excludes damage:

- caused by burns without a fire ensuring and in particular damage caused by smokers to the inside seats and trim of the vehicle;
- resulting from one of the events listed in point 9.3.5 (**theft**) and point 9.3.6 (material damage to the vehicle) of these **special conditions**.

9.3.2. Natural disasters

9.3.2.1. Scope of the insurance

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

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

9.3.3. Animal strikes

9.3.3.1. Scope of the insurance

The purpose of the insurance is to compensate without excess damage caused directly to the **insured vehicle** only by contact with an animal or brought about following contact with an animal and confirmed by an assessor's report.

The following are excluded:

Damage resulting from the avoidance of an animal.

9.3.4. Theft

9.3.4.1. Scope of the insurance

The following are insured provided that a complaint has been lodged immediately with the competent legal or police authorities:

- **theft**, destruction or damage caused by thieves, even in the case of a simple attempted **theft** of the **insured vehicle** including its special fittings and accessories;
- home-jacking or bike-jacking with or without violence;
- the costs of replacing the locks and/or changing the codes of an anti-theft system in the event of **theft or loss** of key(s) and/or fob(s).

9.3.4.2. Excess

Any excess is stated in the **policy's schedule**.

9.3.4.3. Excluded risks

The following are excluded:

- **theft**, destruction or damage when the vehicle and/or the boot were not locked, except in the case of bike-jacking or home-jacking with or without violence;
- **theft**, destruction or damage perpetrated by members of the **Policyholder's** family, such as spouse, ascendants, descendants and direct relations or any other person living in the **Policyholder's** household, as perpetrators or accomplices;
- **theft**, destruction or damage of options, accessories, **personal effects**, tool kits and first aid items committed inside the vehicle without breaking into it;
- **theft** of the **insured vehicle** stopped or parked on the public highway or on a road accessible to the public when its key was in the ignition or when a key was stored in it temporarily;
- disappearance, destruction or damage of the **insured vehicle** or special fittings following misappropriation, breach of trust or fraud.

9.3.5. Material damage

9.3.5.1. Scope of the insurance

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

The following are insured:

- direct material damage to the **insured vehicle** within the limits of the formulas determined below, when it is travelling, parked or in the garage;
- damage caused by rodents;
- damage caused to tyres occurring:
 - jointly with other covered damage;

- in the event of vandalism;
- participation in the costs resulting from a fuel error (excluding draining the tank) up to a limit of € 1,500;
- damage occurring during transport by rail, sea, inland waterway or air not exceeding 48 consecutive hours and during the related loading and unloading operations is also covered.

9.3.5.2. Excess

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

Any excesses are accumulated, if appropriate.

If a driver holding a licence for less than 3 years, who is not named in the **schedule** of the policy, is responsible for an **accident**, an excess of € 1,250 will apply.

9.3.5.3. Excluded risks

- The insurance does not cover damage:
- caused by any **driver** where it is proved that he/she has consumed alcoholic beverages in a quantity such that the level of alcohol in the blood exceeds the legal threshold provided for by Luxembourg legislation regulating traffic on all public roads;
- occurring due to acts qualified as failing to stop by the **Insured**;
- caused by any driver who is proven to have been under the influence of drugs, narcotics or hallucinogenic substances at the time of the **accident**;
- Any form of circuit driving, including recreational driving or training in vehicle handling. The Nürburgring is considered a circuit;
- caused by the normal wear and tear of the vehicle, such as scratches and surface scratches that can be corrected by polishing, slight impacts without any trace of rust resulting from the projection of a foreign body on the bodywork, slight scratches on the rims. This damage is deemed superficial if it is not visible at a distance of more than 1.50 metres and if it does not affect the normal operation of the vehicle;
- caused to the engine parts of the **insured vehicle**, when they are due to a cause generated by the **Insured** or by the driver after the occurrence of a covered **loss**;
- suffered by the components or parts due to wear and tear, whether normal or not, a construction defect, an assembly defect, a material defect or following apparent poor servicing;
- caused by animals and/or objects transported, as well as by the overloading of the vehicle. Overloading occurs when the weight of the animals or objects transported exceeds the payload stated on the registration certificate;
- tyres due to wear and tear and punctures;
- resulting from one of the events defined in points 9.3.1 (**fire**), 9.3.2 (**glass breakage**), 9.3.3 (forces of nature), 9.3.4 (animal strike) and 9.3.5 (**theft**);
- occurring due to loading or unloading operations attributable to animals or objects transported, unless the **Insured** can prove the lack of any causal link between the presence of the cargo and the occurrence of the damage.

9.3.6. Extensions of cover without extra premium:

9.3.6.1. Costs of replacing tools and towing costs

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

- all costs of replacing the tool kit and first aid items;
- all costs incurred for towing in addition to the priority intervention of assistance, transport, temporary storage for a maximum of 30 days from the date of occurrence of the accident except in cases of force majeure and the dismantling of the **insured vehicle** (necessary to draw up the estimate);
- Protection against declassification as described in 9.5.3.2

9.3.6.2. Motorcyclist's equipment and personal effects

If the material damage cover for a motorcycle (Stataulux category 71 to 76) has been taken out, the **Company** shall reimburse up to a maximum of € 1,500 the helmet and clothing of the motorcyclist damaged in an event covered by the "fire", "animal strikes" and "material damage" cover, provided that the motorcycle is damaged. This extension of cover also covers Personal Effects when they are damaged while on the motorcycle, in the luggage, or carried by the Driver, including objects carried in a backpack.

Reimbursement will consider the as-new value on the day of the **loss**, less a depreciation coefficient of 20% per year which will be applied from the 3rd year onwards, with a maximum of 80%. The cover is granted subject to the presentation of the damaged helmet and/or clothing, together with the purchase invoices, to an approved inspector of the Company.

(Reimbursement after 3 years: 80%; 4years: 60% etc.)

9.3.6.3. The following are excluded:

- jewellery, bank notes, securities of any kind, rare or precious objects or metals;
- goods and equipment intended for sale.

9.4. Exclusions

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

The following are also excluded, unless otherwise stipulated in the **schedule** and an extra premium is paid:

- **losses** arising when the vehicle is used as a hire vehicle without a driver;
- repair costs and/or labour costs substantially exceeding the rates usually charged on the Luxembourg market by professionals in the sector for the **insured vehicle**. The compensation will then be made according to the Luxembourg market rates;
- the prejudice resulting from a deprivation of use or expenses resulting from the rental of a replacement vehicle in the event of a **loss**;
- damage suffered by the vehicle transporting flammable, corrosive, explosive or oxidising materials, if these materials played a part in the cause or severity of the **loss**. Nevertheless, a total tolerance of 300 kg or 300 litres of oils, petroleum spirits or similar products, including liquid or gaseous fuels necessary to supply the engine, is allowed.

9.5. Settlement of claims

The provisions of this article are complementary to point 2.10 of the common general conditions.

9.5.1. Quotation

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

Unless the **Company** advises otherwise within 5 working days, the **Policyholder** may have the necessary repairs carried out.

If there is a legitimate reason for immediate repair or immediate replacement of parts, the **Policyholder** is authorised to have this done without referring to the **Company** in advance, provided that the cost of this repair or replacement of parts does not exceed € 750 and that the expense is justified with a detailed invoice.

9.5.2. Damage assessment

The damage shall be determined by mutual agreement between the **Company** and the **Policyholder**. Failing such assessment, they shall be estimated and checked by two assessors, one of whom is appointed by the **Policyholder** and the other by the **Company**, who are tasked with determining and fixing the amount of the damages.

In the event of disagreement, the assessors shall appoint a third party assessor, with whom they shall work jointly and by majority vote. If one of the parties fails to appoint its own assessor, or if the two assessors fail to agree on the choice of the third assessor, the appointment shall be made by order of the President of the competent District Court, ruling in summary proceedings. Each party shall bear the fees of its assessor and half of those of the third party assessor.

9.5.3. General provisions

9.5.3.1. Terms and conditions

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

The assessor appointed by the **Company** shall have to decide whether the damaged vehicle should be declassified (total loss) or whether it can be repaired. He/She shall fix the amount of the repairs. Any discussion or dispute between the **Policyholder** and the assessor appointed by the **Company** shall be resolved in accordance with point 9.5.2.

Special fittings or removable accessories shall always be compensated at as-new value with the application of a depreciation of 20% per year after 3 years with a maximum depreciation of 80%, the purchase invoice being proof of this. (Reimbursement after 3 years: 80%; 4 years: 60% etc.)

The **Company** shall not be liable to pay any other compensation than that provided for in these conditions. Any compensation for depreciation or loss in value is excluded.

9.5.3.2. Extension of cover: Protection against declassification

In the event of a total economic loss, the **Policyholder** has the possibility to apply the Protection against declassification. This is a free extension of the Material Damages cover described in the **special conditions** "Vehicle Damage".

This protection prevents the vehicle from being declassified by considering 70% of the **pre-loss value** as the maximum amount of the repairs.

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

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

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

9.5.3.3. Provisions in case of theft

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

When signing the settlement agreement, the **Policyholder** shall hand over to the **Company** all the keys to the vehicle that are still in his/her possession, including automatic remote control door openers and the vehicle's documents.

9.5.3.4. Social security benefits

Where the **Policyholder** or the **Insured** should have been compensated in whole or in part for material damage to the **insured vehicle** by the Accident Insurance Association, the **Company** will only have to intervene for the part not paid by said organisation.

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

9.5.3.5. Specific rules for the replacement vehicle

In the event of a **loss** covered by the "material damage" policy affecting a vehicle replacing the vehicle named in the **schedule**, the following rules shall apply:

- in the event of a total loss, the compensation due for this vehicle is always fixed at the pre-loss value;

- the compensation due cannot exceed the **insured value** of the vehicle named in the **schedule** at the time of the **loss**;
- the provisions set out in the **schedule** continue to apply.

9.5.3.6. Proportional rule

Any compensation due by the **Company** shall be reduced in the existing ratio between the **insured value** and the value which should have been declared:

- if the **insured value** is stated in the **schedule** and is less than the **as-new value** or assessed value;
- if the choice of the finish for the model of the **insured vehicle** via the model selection system does not match the information given in the vehicle documents (invoice and/or registration document).

Any **special fittings or accessories** not disclosed when taking out the policy shall not be compensated.

9.5.3.7. Previous damage

The **Company** shall not compensate the damage where it can establish that:

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

9.5.3.8. Total loss

In the event of total loss, the **Policyholder** shall be compensated by the **Company** according to the applicable agreement described in point 9.5.4.1, unless otherwise agreed.

9.5.4. Compensation

9.5.4.1. Compensation at pre-loss value

The **Company** shall compensate the **Policyholder** on the basis of the result of the assessment. Nevertheless, the compensation to be paid by the **Company** may not exceed the difference between the **pre-loss value** and the **salvage value**.

The compensation shall be paid at **pre-loss value**.

9.5.4.2. Compensation at as-new value

The **Company** shall compensate the **Policyholder** at **as-new value**, if the Material Damage cover is included in the **schedule**, up to the 36th month of the vehicle since its first registration, provided that the motorcycle of category 71-76 is:

- acquired before the 12th month after the first registration of the vehicle;
- The vehicle must have been covered by a material damage cover since it was first registered by the **Policyholder**
- the assessor has declared the vehicle a total loss;
- the total loss of the vehicle must be the result of an **insured loss** due to **fire, theft, material**
- damage to the vehicle, forces of nature or animal strike;
- the **insured value** must match the **as-new value** (without discount or rebate). Otherwise the proportional rule provided for in point 9.5.3.6 shall be applied;

10. Special conditions - Driver's protection

These **special conditions** apply if the **schedule** states that the Driver Protection cover has been granted.

10.1. Purpose and scope of the insurance

10.1.1. Purpose of the cover

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

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

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

The following is also considered to be **accident** for the **Insured**: **illness** which is the direct consequence of an insured **accident**, or physical harm due to the inhalation of gases or vapours originating from the **insured vehicle**.

10.1.2. Extension of cover

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

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

10.1.3. Territorial scope

Worldwide cover is granted by the **Company** for this insurance.

Only a special clause in the **schedule** of the policy may deviate from this **territorial scope**.

10.2. Exclusions

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

The following cannot benefit from these covers:

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

10.3. Cover, amounts insured and compensation

The death, **permanent disability** and hospital treatment and daily indemnity costs are covered, per **accident**, up to the amounts stated in the **schedule**.

10.3.1. Death

In the event of death following a covered **claim** occurring two years at most after the **accident**, the **Company** shall pay the compensation to the beneficiaries or any other person named in the policy. If, at the time of death, sums have already been paid for the same **claim**, under the **permanent disability** cover, they shall be deducted from the compensation due for the death up to the maximum of the death compensation.

The **Policyholder** and, if he/she is deceased, his/her beneficiaries have sole standing to claim payment of the compensation due.

10.3.2. Permanent disability

10.3.2.1. Disability assessment procedure

The **Insured** shall undergo all medical examinations that the **Company** deems necessary to enable it to assess the compensation due on the basis of this policy.

The **Insured** authorises any doctor appointed in the context of a **loss** to send his/her findings directly to the **Company's** medical officer. The **Insured** and the **Company** may appoint a medical assessor. The costs of the miscellaneous examinations shall be paid by the **Company**.

10.3.2.2. Calculation of the compensation

The compensation due under the permanent disability compensation is calculated within the limits of the conditions stated below: If the medical assessor retains in his/her assessment report a **permanent disability** rate different from the one listed in the table below, the **Company** shall retain the higher **permanent disability** rate when calculating the compensation due to the customer.

The **Insured** must comply with the provisions relating to road traffic legislation with regard to the compulsory wearing of a seat belt on pain of a reduction of one third of the benefit

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due by the **Company** where the injuries incurred by the Insured are causally linked to non-compliance with this obligation. This also applies to the wearing of glasses (corrective lenses) if this note appears on the driving licence.

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

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

The compensation due for **permanent disability** is then calculated using the following procedures:

- for the share of the disability rate between 1 and 25%, on the basis of the sum insured;
- for the share of the invalidity rate above 25% and up to 50% inclusive, on the basis of three times the sum insured;
- for the share of the invalidity rate higher than 50%, on the basis of five times the sum insured.

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

Nevertheless, if the **Company** considers at the end of these two years, on the advice of its medical officer, that the invalidity is still likely to change, a provisional rate is fixed based on the condition of the **Insured** at that time. In this case, the **Company** immediately pays the **Insured** half the compensation corresponding to this provisional rate.

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

No **permanent disability** compensation is due if the **Insured** dies before the expiry of the two-year period without definitive consolidation having been noted within this period.

If the **Insured** is under 5 years old on the date of the **accident**, the insured sum is doubled.

The **death** and **permanent disability** benefits cannot be accumulated.

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

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

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

When the same **accident** results in several infirmities, the total incapacity rate is assessed based on the rates and rules listed above.

The disability rate may never exceed 100 %.

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

10.3.3. Treatment costs

The **Company** reimburses up to the amount fixed in the **schedule** and after deduction of benefits from any other insurance, including social insurance, for all costs for treatment that is essential to the recovery.

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

10.3.4. Daily hospitalisation allowance

When treatment requires hospitalisation, the **Company** shall pay the **Insured** a fixed daily hospitalisation allowance for the duration of the treatment, the amount of which is fixed in the **schedule**.

This benefit is payable without a waiting period but for a maximum of 365 days.

10.4. Partial forfeiture

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

10.5. Change of vehicle

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

An **Insured** who uses the motorcycle (71-76) of a third party temporarily to replace the motorcycle (71-76) used normally is covered provided he/she advises the **Company** of this before use. He/She indicates the characteristics of the replacement car.

10.6. Indexation

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

10.7. Declaring a claim

These provisions supplement point 2.10 of the common general conditions.

The declaration of a **loss** must be accompanied by a medical certificate drawn up by the doctor(s):

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

The **Insured** is required to:

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

- allow the **Company** to verify the declarations made to it and welcome its representatives for this purpose;
- submit to all medical check-ups by the **Company**, on the understanding that this may be done with the assistance of his/her general practitioner.

The **Insured's** travelling expenses on public transport for these check-ups and the fees of the **Company's** medical officers shall be borne by it.

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

The **Company** expressly reserves the right to have an autopsy carried out on the body of the deceased **Insured** under lawful conditions and to have its medical officers represent it at any legal assessment of the declared **accident**.

The **Insured** expressly authorises the general practitioners to communicate freely to the **Company's** medical officer any information they have on his/her state of health.

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

10.8. Settlement of claims

Any compensation shall be paid within 30 days from agreement of the parties duly established by the compensation release.

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

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

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

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

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

Addendum to the insurance conditions

Article 1: Existence, date/start of the policy

Unless otherwise stated or specifically indicated, the clause relating to the existence, formation, commencement or effective date of the policy is specified and completed as follows:

“The Policy is formed by the signing of the Schedule by the **Policyholder** and the **Company**.

A signed copy must be returned to the **Company** by the **Policyholder**. **If the Schedule is not returned signed while premium(s) have been paid, the policy shall be deemed formally accepted by the Policyholder and validly entered into.**”

Article 2: Conflicts of interest

“A conflict of interest may be defined as "any professional situation in which the discretion or decision of a person, firm or organisation may be influenced or impaired in its independence or integrity by personal considerations or by a power of pressure from a third party.”

For the purpose of detecting conflicts of interest that may arise in the course of its business, including in the context of the distribution of insurance and which involve the risk of harming the interests of a customer (**Policyholder**, **Insured** or Beneficiary), the **Company** is required to assess whether it, its officers and staff, its insurance agents or any person directly or indirectly related to it by a control relationship, have an interest in the result of this activity when this interest:

- 1) is distinct from the customer's interest
- 2) or may potentially influence the outcome of distribution activities to the detriment of the customer.

The **Company** must proceed in the same manner to identify conflicts of interest between one customer and another.

In this context, the **Company** has put in place a set of organisational and administrative measures to identify, prevent, monitor and manage all conflict of interest situations that may adversely affect the interests of its customers, including - but not exclusively - when marketing an insurance policy.

When it is determined that certain organisational and administrative measures are not sufficient to ensure that a conflict of interest will be avoided or that it is not possible to effectively manage the conflict of interest, the **Company** undertakes to inform the Customer of the nature and source of the conflict of interest concerned in good time before the conclusion of the insurance policy.

The conflict of interest policy put in place by the **Company** is available on request or can be consulted directly on the website www.axa.lu.

Article 3: Remuneration, commissions and benefits

General principle

The **Company** undertakes that the remuneration policy put in place for the benefit of its staff, its insurance agents and, more generally, the intermediaries in charge of the distribution of its insurance products, does not impair their ability to act in the best interests of its Customers, or dissuade them from making an appropriate recommendation or presenting information in an impartial, clear way that does not mislead.

Commissions and benefits

The **Policyholders** and **Insured** are informed prior to the conclusion of a policy of the nature of the remuneration received by the insurance intermediaries in connection with the distribution of an Insurance Product, or by **Company** staff in the case of direct sale.

Insurance intermediaries are likely to be paid in the form of commission, which is generally included in the insurance premium for the policies they sell.

In the case of direct sales, the **Company's** staff is paid in the form of a salary. They do not receive any commission directly related to the selling of a life insurance policy.

Insurance intermediaries and the **Company's** staff are otherwise likely to receive other forms of remuneration, in the form of monetary or non-monetary benefits, subject to compliance with the general principle referred to above.

Article 4: Incentives (only for Insurance-based Investment Products)

"Incentive": all "fees, commissions or monetary or non-monetary benefits paid or received by the insurance companies or insurance intermediaries in connection with the distribution of an investment product based on the insurance or on the supply of an associated service, to another party or by itself, to the exclusion of the client or the person acting on behalf of the client".

The **Company** undertakes to implement and maintain appropriate organisational procedures to ensure that no incentive, or system of incentives, paid or received by it in connection with the distribution of an insurance product leads to (i) a detrimental effect on the quality of service provided to customers, or (ii) prevents it and its agents and other insurance intermediaries from complying with its obligation to act honestly, loyally and professionally and in the best interests of customers (**Policyholders, Insured** or beneficiaries).

Information regarding all fees and costs relating to the distribution of the insurance product, including advisory fees, is provided to potential Customers in good time ahead of conclusion of the Policy in an aggregated form in the Key Information Document

relating to the Product. If requested by the Customer, the **Company** can provide a breakdown of these costs by item, including the amount of commission paid to the insurance intermediary.

Article 5: Protection of personal data

The data controller

The **Company** AXA Assurances Luxembourg S.A., respectively AXA Assurances Vie Luxembourg SA is responsible for the processing of personal data that is communicated to it in connection with taking out / accepting the Insurance Policy or later in the context of the execution of the Insurance Policy. It has appointed a Data Protection Officer specifically responsible for all data protection matters within the **Company**.

Processing of data of a personal nature or personal data

The processing of personal data generally refers to all transactions carried out by the **Company** or not, using automated processes and applied to data or sets of personal data, such as the collection, recording, organisation, structuring, preservation, adaptation or modification, extraction, consultation, use, communication by transmission, distribution or any other form of provision, reconciliation or interconnection, limitation, erasure or destruction.

All personal data will be processed in accordance with applicable Luxembourg law and European regulations concerning the protection of the individual with regard to the processing of personal data.

Data subjects

The **Company** may process the personal data of the following persons or categories of data subjects:

- **persons interested in the insurance policy:** in particular policyholders, the **Insured** or members, beneficiaries, rightful claimants, third parties, heirs, guardians, administrators, controllers, etc.
- **the parties to the policy:** in particular insurance intermediaries (insurance agents, insurance brokers, intermediaries on an ancillary basis), managers, service providers (experts, doctors, lawyers, etc.)

This list is not exhaustive. Only the **Company's** register is authentic.

Categories of personal data

The **Company** may process all the data that is generally necessary and relevant to the assessment of risk, evaluation of the damage, or the proper performance of the purposes of the processing, and in particular, depending on the nature of the insurance policy taken out, the main categories of personal data:

- data to identify the data subjects (identity, marital status, address, country of tax residence, tax number, nationality, etc.)
- supplementary data relating to the personal, family, economic and financial situation of the policyholder and/or the **Insured**/member, data relating to his/her lifestyle (sports activities, leisure, travel, etc.) as well as data concerning his/her professional situation;
- sensitive data concerning the physical and/or mental health of the **Insured**/member.

*This list is not exhaustive. Only the **Company's** register is authentic.*

Purposes of processing and legal basis of processing

Purposes (*non-exhaustive list - only the **Company's** register is authentic*)

Personal data are collected and processed for the purpose of:

- examining clients' needs and requirements;
- assessing risks;
- preparing, concluding and managing policies;
- executing policies;
- settling claims;
- preventing fraud;
- compiling statistics and carrying out actuarial studies;
- managing grievances, complaints and disputes;
- managing clients and business development, if required;
- compliance with and the fulfilment of legal obligations with regard to the regulatory and administrative provisions in force (in particular the fight against money laundering and the financing of terrorism, tax levies, regulatory reporting, etc.)

Legal bases for processing:

Processing personal data for the purposes outlined above is based on at least one of the following legal bases:

- the processing is necessary for the execution of the insurance policy to which the data subjects are parties or involved, or for the performance of pre-contractual measures taken at the request of the data subject or subjects;
- the processing is necessary to meet legal obligations to which the **Company** is subject;
- the processing is necessary to safeguard the vital interests of the data subjects or other natural persons;
- consent in the cases specified below.

The data subject's consent is also required for:

- processing data relating to the health of the data subject for all purposes outlined above;
- processing data for the purposes of business development.

Recipients or categories of recipients of personal data

Personal data may be sent to the following categories of persons, subject to the strict limits and conditions laid down by the Luxembourg Act on the confidentiality of insurance policies (see Article 300 of the Act of 07 December 2015 on the insurance industry):

- insurance intermediaries (insurance agents, insurance brokers and intermediaries on an ancillary basis) and other partners of the **Company**;
 - the **Company's** service providers and subcontractors, to the extent necessary to perform the tasks assigned to them;
 - other entities of the insurance group to which the **Company** belongs;
 - the **Company's** reinsurer(s), statutory auditors and auditors;
-
- people involved in the insurance policy such as lawyers, experts, medical advisers, etc.;
 - and more generally all persons or authorities (administrative, tax or judicial) to whom the law requires or authorises the sending of personal data, subject to the conditions and within the limits imposed by law.

This list is not exhaustive. Only the **Company's** register is authentic.

Transfer of data outside the European Union

Personal data may be transferred to a country outside the European Union in the following permitted cases, and within the strict limits and conditions laid down by the Luxembourg law on insurance secrecy:

- the transfer is made to a country that ensures an adequate protection level as intended by the European Commission or which has been assessed as such by a competent authority;
- the transfer is governed by the standard contractual clauses adopted by the European Commission;
- the transfer is performed to an entity of the AXA Group that has signed the binding company rules ensuring a sufficient protection level;
- the transfer is authorised under one of the exceptions set out in Article 49 of the European Data Protection Regulation (particularly in the case of the data subject's express consent, for the performance of the insurance policies, for the safeguarding of human life, for the recognition, exercising or defence of rights in court).

Only data that is relevant to the purpose pursued may be transferred.

In order to guarantee the legitimate processing of personal data, the **Company** undertakes before any transfer or upon request of the data subjects, to provide complete information on the purpose, the nature of the data, and the recipient country or countries.

Subcontracting 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 the following processing services and operations to external or intra-group service providers:

- The filtering of the databases of customer names (prospective policyholders, **Insured** and beneficiaries) in the light of the monitoring lists put in place as part of the fight against money laundering and the financing of terrorism, in accordance with the legal obligations incumbent on the **Company**.
 - Type of provider: intra-group companies
 - Type of data provided to service providers: personal identity data of the data subjects
 - Country of establishment of the providers: intra-group (France and Belgium) and outside the European Union (India)
- AXA Assistance claims management (prospective policyholders, **Insured** and beneficiaries)
 - Type of provider: intra-group companies
 - Type of data provided to service providers: the personal identification data of the persons concerned as well as the data necessary for the management of the claim
 - Country of establishment of the providers: intra-group (worldwide)
- Management of health care reimbursements (prospective policyholders, **Insured** and beneficiaries)
 - Type of provider: external company
 - Type of data provided to service providers: the personal identification data of the persons concerned as well as the strictly medical data necessary for the management of the claim
 - Country of establishment of the providers: Portugal

Outsourcing the transactions described above is always subject to the signature by each provider of a confidentiality agreement concerning the personal data to which it has access.

External providers of IT services

In order to ensure continuity and a high level of service, the **Companies** have or may have to call upon external IT service providers. These IT services do not concern insurance services (e.g. claims management, assistance services, etc.).

In particular, the **Companies** may use infrastructure services, cloud computing (infrastructure and/or software) or IT service providers using cloud computing services, among others. In this case and in order to ensure the highest degree of confidentiality, the **Companies** have chosen to encrypt the data and to keep the encryption key in Luxembourg so that no access to the data is possible by the service provider. In addition, an agreement has been signed by the service provider to guarantee the respect of confidentiality.

The provision of IT services is understood to mean that the **Companies** retain responsibility for all processes and that the service does not result in any of the following consequences: a reduction in the quality of the governance system, an increase in operational risk, the inability of the supervisory authority to verify that the company concerned is complying with its obligations, or a compromise in the level of service to policyholders.

Any subsequent modification in connection with the outsourcing of the operations described above or any new data transfer to a subcontractor located abroad which would be necessary in view of the purpose of the processing, shall 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 communication principles referred to above.

Personal data register:

The **Company** maintains a register listing data subjects, the categories of personal data subject to processing, the recipients and categories of recipients, and the purposes of the processing. In the event of a discrepancy between the provisions of this clause and the **contents** of the register, the latter shall prevail.

Duration of data conservation

The personal data will be kept by the **Company** in a form allowing the identification of the data subjects for the duration required for the purposes for which they are collected and processed. In general, they will be kept as long as necessary to allow the **Company** to comply with its legal obligations, to respect the limitation periods resulting from applicable laws, and more generally to establish, exercise or defend its rights in court.

The **Company** shall take the necessary measures to ensure the security of the processing of personal data.

Rights of data subjects

Data subjects have the right to access their personal data, to request the rectification of their personal data, and – under certain conditions – the right to request the erasure of their personal data, as well as the right to request the restriction of processing and portability of their personal data.

a. Right of access and modification

All data subjects have a right of access to their personal data with the **Company**, as well as the right to call up all of the following information: the purposes of processing, the personal data categories in question; the recipients or categories of recipients to whom the data have been or will be disclosed, the data retention period, and all rights available to the data subject in respect of these data.

The **Company** shall always verify the identity of the person requesting access to his/her data before responding to a request.

Any data subject also has the ability to request, without undue delay, the rectification of data that proves to be inaccurate or to have incomplete data completed.

The **Company** shall ensure that the desired information is provided or that the desired change is made within one month of receipt of the request.

The right of access and/or modification is in principle free of charge for data subjects unless this represents too heavy a burden for the **Company** in which case payment may be required.

b. Right to withdraw consent

Anyone who has expressly consented to the processing of his/her personal data, in particular in the situations referred to in the section on the "legal bases of processing", may withdraw this consent at any time. Withdrawing consent does not have retroactive effect and does not call into question processing based on consent made prior to the withdrawal.

c. Right to be forgotten

Any data subject has the ability to get the **Company** to delete the data of which he/she is the subject without undue delay when:

- The data is no longer necessary for the purpose of the processing;
- The data subject withdraws the consent upon which the processing was based (and there is no longer any other legal basis for the processing of the data);
- Erasure is necessary to comply with a legal obligation incumbent upon the **Company**;

The **Company** shall notify the data subject of any deletion of personal data.

d. Right to restriction of processing

All data subjects can request that the processing of their personal data be restricted in the following cases:

- The data subject disputes the accuracy of the data in question and requests suspension of processing in order to enable the data controller to verify the quality of the data;
- The data subject does not wish to have the data deleted, but merely to restrict its use;
- The data is obsolete but is needed by the data subject to establish, exercise or defend his/her rights in court.

The **Company** shall notify the data subject of any limitation to his/her personal data.

e. Right to data portability

Any data subject has the right to receive personal data of which he/she is the subject in a structured, commonly used and machine-readable format, and has the right to transfer this data to another controller without the **Company** being able to oppose this.

He/she may also request that his/her personal data be transmitted directly by the **Company** to another controller, where technically possible.

f. Exercising of rights

All data subjects are free to exercise these rights by sending the **Company** (marked for the attention of the data controller), either a duly dated and signed written request to that effect, along with a copy of both sides of valid identity document, or an e-mail to the following address: dpo@axa.lu.

Complaints

Any complaint in connection with the processing of personal data may be addressed to the **National Data Protection Commission (CNPD)**, Complaints Service, 15 Boulevard du Jazz, L-4370 Belvaux

Your contact person at AXA



Find all of your policy documents and services

at axa.lu

