

Omnium General Conditions

Policy Number

Name Client

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. Registered office : 35 D Avenue J.F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/>.

Belgium branch office located at Pleinlaan 11, 1050 Brussels, Belgium. RPM/RPR Brussels - VAT number: 0692.816.659. The Belgium branch is registered with the National Bank of Belgium (NBB) under the number 3084. The NBB is located at de Berlaimontlaan 14, 1000 Brussels, www.nbb.be.

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GENERAL CONDITIONS

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Except for contrary stipulations, the insurance of the vehicle is ruled by the General Conditions of the obligatory insurance for vehicles and by the stipulations below. However, only the policyholder or the beneficiary specified in the General Conditions, except for any person referred to as “the person insured” or “the person who suffered the prejudice”, has the right to claim compensation and receive indemnifications related to the present guaranties.

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1. Vehicle insured

1.1. Vehicle Insured

The vehicle described in the special conditions of the present contract.

Trailers or semitrailers, when specified in the special conditions.

The temporary replacement vehicle, i.e. the vehicle that replaces the vehicle described during the period it can not be used (this period can not exceed 30 days starting from the date that the vehicle described becomes unusable), providing that this vehicle is of the same type and the same function, and that it does not belong to the policyholder, the authorized driver or their family.

2. Value insured

2.1. Value insured

The value insured is specified by the policyholder under his own responsibility and is stated in the special conditions.

This includes:

1. The list price value of the vehicle described plus the values of the chosen options and accessories, the first time it was put into circulation. This value represents the base on which the premium is calculated.
2. The accessories that are not included in the given value, are insured up to € 495,78 on the basis of the price of the purchase invoice. Accessories exceeding this value can be insured providing that there is a prior notification to the Company. The Company is free to deny insurance for these accessories and can therefore ask for a premium increase.
3. The above-mentioned values must be given without taking discounts into consideration and excluding taxes.
4. Anti-theft systems recognized by the Company are covered without notification to the Company, for an amount equal to the purchase price, even when the placement of such a system is not required by the Company.
5. The value insured for trailers and semitrailers is equal to the purchase price excluding VAT.
6. The value insured for the temporary replacement car is limited to the value indicated for the vehicle in question.

3. Deductible

3.1. Deductible

The general conditions specify which part of the damage remains at the policyholder's expense, possibly after the application of the proportional rule.

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4. Underinsurance

4.1. Underinsurance

There is underinsurance when the value insured is lower than the sum of the values described in point 2. In case of underinsurance, the proportional rule is applied. The indemnity owed by the company is decreased according to the ratio between the value insured and the sum of the previously mentioned values.

5. Obligations in case of damage

5.1. Obligations in case of damage

All damage must be reported by letter or fax as soon as possible after it has occurred, to the company, or to the person specified for that purpose in the General Conditions.

6. Estimate of the damage

6.1. Estimate of the damage

The damage is jointly assessed by the Company and the policyholder, or by their representatives. If the parties are not able to agree over the extent of the damage, they will jointly appoint a third party expert who will decide. This appointment must take place through the competent court of justice, at the request of either party.

Each party must support the expenses and fees of its own expert(s). Expenses and fees of the expert third party are supported by both party, each paying half.

7. Indemnification of the damage

7.1. Partial damage

1. There is partial damage when the damage to the insured car does not result in total loss, as defined below.
2. In case of partial loss, the amount of the indemnity equals the price of repair work, decreased by the deductible, increased by non-recoverable VAT. The non-recoverable VAT will only be paid after presentation of a repair invoice or an invoice for the purchase of a replacement vehicle.

7.2. Total loss

There is total loss

1. When the car is technically not repairable.
2. When the costs for repair, excluding VAT, are higher than the actual value of the vehicle insured, excluding VAT, after deducting the value of the wreck.
3. In case of theft, when the insured vehicle is not found within 30 days following notification to the Company.
4. The amount of the damage is established on the basis of either the estimated value or the actual value, as defined below,

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	according to the formula described in the special conditions.
	5. For trailers, semitrailers and accessories that are not included in the established value, the amount of the damage is established on the basis of their actual value.
	6. In case of total loss of accessories that are not included in the established value, a deductible of 1% per month since the date of purchase is applicable.

8. The actual value formula

8.1. The actual value formula	Is the value of the vehicle immediately before the damage, as established by experts.
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9. Estimated value formula

9.1. Estimated value formula	This is the estimated value of the vehicle described, decreased monthly by 1 % deductible per month begun, as of the seventh month from the day the vehicle was put in circulation. When the estimate is lower than the actual value, the indemnification is based on the actual value. As of the 48th month following the date the vehicle was put into circulation, the indemnification is always based on the actual value.
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10. General extensions

10.1. General extensions	<p>The intervention of the Company is extended to:</p> <ol style="list-style-type: none"> 1. The normal, proven and necessary towing expenses consecutive to an insured damage up to a maximum of € 495,78 2. Expenses related to disassembly for the estimate, expenses related to the temporary garaging until the expert's appraisal is completed, up to a maximum of € 495,78 providing that these costs are a direct consequence of an insured damage. 3. Expenses for the urgent and necessary temporary repair works performed in order to be able to use the vehicle, up to € 371,84 with no prior expert appraisal required, against presentation of a detailed repair invoice.
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11. Duration of the contract

11.1. Duration of the contract	The renewal of this contract is dependent on the renewal of the master-policy underwritten abroad by the Headquarters. There is no tacit renewal clause.
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12. Subrogation

12.1. Subrogation

The company which has paid the indemnity represents the rights of the policyholder or the beneficiary against liable third parties, for the amount of this indemnity. Except in case of malice, the Company has no recourse against close relatives, descendants and parents, against spouses or in-laws, co-habitants, house guests and domestic personnel.

13. Guarantees

13.1. Material damage

1. Indemnification of the damage incurred by the vehicle described, as a consequence of :
 - a) an accident, i.e. a sudden event, unintentional and unpredictable by the policyholder, like collision, toppling, fall, shock.
 - b) an act of vandalism or malice, providing that it is reported to the competent judicial or police authorities within 48 hours.
2. Specific exclusions
 - a) damage caused by a lack of lubrication or coolant
 - b) damage to the tyres occurring independently from other insured damages
 - c) damage to the parts of the vehicle caused by wear and tear or obvious bad maintenance.
 - d) damage caused by participation in speed, endurance or skill competitions,.
 - e) damage caused by animals transported in the vehicle insured
 - f) damage caused exclusively by an overload of the vehicle insured
 - g) damage caused by war, insurrection, strike, or acts of violence in the context of collective motivation
 - h) damage caused by a modification in the atomic nucleus and the production of ionizing radiation.
 - i) damage caused by fire, nature forces, collision with animals or by broken glass
 - j) damage unintentionally provoked by the policyholder or the authorized driver.
 - k) the interest and possible value decrease after repair
 - l) damage caused by a person assigned to perform maintenance or repair works to the vehicle insured
 - m) damage caused by a driver under the influence of alcohol or

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	<p>in state of alcoholic intoxication or in a similar state as a consequence of the use of substances other than alcohol.</p> <p>The company will grant its intervention if the policyholder was unaware of these facts. However, it has the right to recoup the damage from the driver. The Company will also grant its intervention if the driver can prove that there is no relationship between this state and the damage.</p>
<p>13.2. Damage by fire</p>	<ol style="list-style-type: none"> 1. The indemnification of damage incurred by the vehicle in question, caused by fire, explosion, lightning or fire-fighting operations. 2. Specific exclusions <ol style="list-style-type: none"> a) damage provoked by a load of flammable, explosive, or caustic substances transported in the vehicle insured b) damage caused by a short-circuit without flame c) damage caused as a consequence of war, insurrection, strike or violent acts in the context of a collective motivation
<p>13.3. Theft</p>	<ol style="list-style-type: none"> 1. The indemnification of the damage to the vehicle insured caused by: <ol style="list-style-type: none"> a) theft or attempted theft b) Embezzlement, swindling or fraud c) Acts of vandalism or malice perpetrated during a theft, attempted theft, embezzlement, swindling or fraud. <p>The guarantee could become invalid if the policyholder does not immediately notify the facts to the judicial authorities or the police</p> <p>If the stolen vehicle is found after the thirty day-period following the report of the damage, the policyholder can recover his vehicle, against reimbursement of the damage granted, or he can leave the vehicle to the company and keep the indemnity. Any possible repair costs remain at the company's expenses.</p> 2. Specific exclusions <ol style="list-style-type: none"> a) thefts perpetrated by or with the collaboration of members of the family, or employees of the policyholder, persons to which the vehicle was entrusted, as well as its keepers b) thefts perpetrated while the doors or the trunk of the vehicle are not locked. c) thefts perpetrated while the roof or one window are not closed. d) thefts perpetrated while the ignition keys is left in or on the vehicle e) theft of mobile phone handsets

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13.4. Natural forces	1. Indemnification of damage to the insured vehicle caused by a) the unpredictable and demonstrable contact with wild or domestic animals running free b) collapse or rocks, fall of stones, landslide, terrain collapse, pressure from snow or ice, avalanche, storm, hurricane, hail, earthquake, volcanic eruption, flood, tidal wave.
13.5. Broken windows	The object of this guarantee is the reimbursement of repair costs as a consequence of broken, exploded or dislodged front, rear and side windows and the glass section of the opening roof of the vehicle insured.

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14. Personal data

14.1. Personal data

How we use Personal Information

We are committed to protecting the privacy of customers, claimants and other business contacts.

“Personal Information” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) to share their Personal Information with us.

The types of Personal Information we may collect and why - Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) or (where we require it and are legally permitted to collect it) information about criminal convictions, as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Assessments and decisions about the provision and terms of insurance and the settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis
- (Internal) audit

Sensitive Personal Information – In connection with the provision of insurance and the assessment of a claim, we will collect, use and disclose certain Sensitive Personal Information concerning your health and medical conditions. Where we do this, we will do so with your explicit consent and as otherwise permitted by law.

Sharing of Personal Information - For the above purposes, Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if

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required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of your Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to request that we correct inaccurate data, erase data, or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator in your country. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at <http://www.aig.be/privacy> or you may request a copy by writing to: Data Protection Officer, AIG Europe, Pleinlaan 11, 1050 Brussels or by email at: dataprotectionofficer.be@aig.com.

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