



## **Legal Assistance**

CNH INDUSTRIAL CAPITAL EUROPE SAS

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## GENERAL CONDITIONS

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## 1. Definitions

<p>1.1. The insured</p>	<p>“Insured” means :</p> <ol style="list-style-type: none"> <li>1. The policyholder, the owner and any holder or authorised driver of the insured vehicle.</li> <li>2. The cohabitating spouse or the person living as husband or wife with the aforementioned persons, as well as their direct relatives and relatives by marriage living under the same roof and supported by the latter.</li> </ol> <p>However, as regards the material damages or bodily injuries of persons transported, if the remedy is brought against the driver or a passenger of the insured vehicle, the cover is dependent upon the existence of a driver Vehicle Third Party Liability contract covering the damage suffered and the cover of which has not been suspended.</p> <ol style="list-style-type: none"> <li>3. The persons other than those mentioned in 1) and 2), transported free of charge, in accordance with current contractual or regulatory provisions. However, the cover does not apply if these persons have rights to claim, either one against the other, or against those mentioned in 1) and 2).</li> </ol> <p>If an insured benefiting from this cover dies, said cover shall apply to his legal spouse who is not separated from bed and board or de facto separated, to his ascendants and to his descendants.</p>
<p>1.2. Third parties</p>	<p>“Third parties” means any person other than the insured.</p>
<p>1.3. The insured vehicle</p>	<p>“Insured vehicle” means only:</p> <ol style="list-style-type: none"> <li>4. The designated vehicle.</li> <li>5. The automotive vehicle of the same category as the designated vehicle belonging to a third party and driven by the policyholder, by his/her cohabitating spouse or the person living as husband or wife with him/her, as well as, if they have reached the legal driving age, by their cohabitating children:             <ol style="list-style-type: none"> <li>a) if this vehicle replaces, during a period not exceeding 30 days, the designated vehicle that, for any reason whatsoever, is permanently or temporarily unusable, in which case said period commences the same day the vehicle becomes unusable, or</li> <li>b) if this vehicle is driven occasionally, even if the designated vehicle is being used.</li> </ol> </li> <li>6. In case of a transfer of ownership of the designated vehicle, the cover shall apply to the new vehicle during 16 days from the transfer, without the need for the carrying out of any formality, if the new vehicle is used, including unlawfully, under the registration of the transferred vehicle.</li> </ol> <p>The cover of the vehicles referred to in points b) and c) is supplementary.</p>

## 2. Object of the insurance

2.1. Criminal defence	The company shall pay the costs and expenses incurred for the criminal defence of the insured for violations of laws and regulations involving the road traffic policy and for negligent homicide or injuries resulting from the use of the insured vehicle.
2.2. Remedy against responsible third parties	The company shall pay the costs and expenses incurred to bring - whether by amicable or legal means - remedy against the third parties responsible for the incident involving the insured vehicle in order to obtain compensation for bodily injuries and material damages suffered by the insured.
2.3. Insolvency of third parties	<p>The company compensates the damages suffered by the insured and entailing application of the Remedy against responsible third parties:</p> <p>7. If the damages are caused by third parties duly identified and recognised as being insolvent,</p> <p>8. And if no public or private entity can be declared debtor.</p> <p>The compensation is paid less a deductible of EUR 615 per incident.</p> <p>In its interventions, the company is subrogated vis-à-vis any responsible third parties.</p>
2.4. Contractual disputes	If the designated vehicle is a Passenger and Business vehicle, the company shall pay for the costs and expenses incurred to exercise against a responsible third party – whether by amicable or legal means – to safeguard the interests of the insured in conflicts involving rights and obligations resulting from contracts (with the exception of insurance contracts) concerning the designated vehicle.
2.5. Administrative disputes	If the designated vehicle is a Passenger and Business vehicle, the company shall pay for the costs and expenses incurred - whether by amicable or legal means - to safeguard the interests of the insured in administrative dispute procedures with respect to registration, road taxes and the technical inspection of the designated vehicle.

## 3. Insured amounts

3.1.	<p>Each of the types of cover described in Articles 5, 6, 8 and 9 is granted up to EUR 12,500 per incident.</p> <p>The cover described in Article 7 is granted for up to EUR 6,250 per incident.</p> <p>If the insured amounts are insufficient, the policyholder, his/her cohabitating spouse or the person living as husband or wife with him/her and their children shall have priority over the other insured.</p>
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## 4. Territorial validity

4.1.

The insurance is valid in all of the countries for which the obligatory Automotive Vehicle Third Party Liability insurance of the insured vehicle is applicable.

## 5. Indemnification procedure

5.1.

In case of a claim, the insured must fill out a report form and sent it to:

AIG Europe Limited  
 Claims Department  
 Boulevard de la Plaine 11  
 1050 Brussels

5.2.

The insured and AIG Europe Limited shall examine together the measures to be taken. If necessary, AIG Europe Limited will take any measures to reach an amicable settlement.

5.3.

Should legal or administrative proceedings be necessary, and whenever there is a conflict of interests with the company, the insured shall be entitled to choose an attorney (or any other person having the qualifications required by the law applicable to the proceedings) to defend, represent or serve their interests, although they undertake to notify AIG Europe Limited of this beforehand.

5.4.

Without prejudice to the possibility to initiate legal proceedings, the insured may consult an attorney of their choice in case of a difference of opinion with AIG Europe Limited concerning the measures to be taken to settle the claim (immediately upon notification by AIG Europe Limited of its point of view or its refusal to agree with the insured's comments).

If the attorney confirms AIG Europe Limited's position, the insured will be reimbursed for one-half of this consultation's costs and expenses.

If, contrary to this attorney's opinion, the insured initiate proceedings at their expense and obtain a result that is better than the result that they would have obtained if they had accepted AIG Europe Limited's point of view, AIG Europe Limited shall pay – within the limits of Articles 5, 6, 8 and 9 – the expenses incurred as well as the balance of the consultation's costs and expenses. If the attorney confirms the insured's comments, regardless of the result of the proceedings, AIG Europe Limited shall provide the cover and the insured shall be reimbursed for the expenses of these proceedings, including the consultation's costs and expenses.

5.5.

The free choice of attorney stipulated in Articles 5.3 and 5.4 is covered by the following limitations:

9. AIG Europe Limited is only bound to pay the costs of a single attorney. If the insured change attorney, the costs and fees of the subsequent attorneys shall be paid by the insured. However, this provision does not apply in case of death or cessation of the

activities of the attorney initially chosen or if the change of attorney results from circumstances outside the control of the insured.

10. If the insured use the services of an attorney who is not a member of the Bar of the legal district of the Court of Appeals having jurisdiction, they shall not be reimbursed for the resulting additional fees and expenses.

## 6. Non-insurance

### 6.1.

The cover does not include:

11. Fines and settlements with the Attorney General, or expenses related to blood sampling and analysis.
12. The expenses and costs of the legal action if the amount of the damage in principal to be collected is less than EUR 370.
13. Disputes to be referred to the Court of Cassation if the amount of the damage in principal is less than EUR 3,715.
14. Disputes for which the insured have made intentionally false or incomplete declarations with a view to modifying the company's opinion on the next step to be taken.

Incidents:

- c) occurring during a war, including civil war, and any collectively inspired act of violence, whether or not involving rebellion against the authorities, unless the insured proves that there is no cause and effect relationship between these events and the damages suffered;
  - d) caused or aggravated by atomic or radioactive events;
  - e) occurring while the vehicle has been hired out (unless this contract was expressly concluded to cover a vehicle belonging to a hiring company) or requisitioned;
  - f) for which the company, pursuant to Article 25 of the General Conditions for Third Party Liability Insurance (section I), may bring a remedy action.
15. Those cases in which legal proceedings are initiated against an insured for inebriation or alcohol intoxication, in the absence of any incident.

## 7. Personal data

### 7.1. Personal data

Your personal data (hereinafter the "Data"), reported to the Insurer, will be processed in accordance with the Act of 8 December 1992 on the protection of privacy. The Data will be processed for the purpose of management and optimal use of the services provided by the Insurer, including risk assessment, contract management, claims handling and crime prevention (such as fraud) as well as to allow AIG to fulfill its legal obligations. To achieve these objectives and for the purpose of good service, the Insurer may be required to transfer Data to other companies of the AIG group, to sub-contractors or to partners. These companies, subcontractors or partners may be located in countries outside the European Economic Area that do not necessarily offer the same level of protection as Belgium. The Insurer shall take precautionary measures to ensure the protection of Data as well as possible.

The complete Privacy policy of the Insurer can be found on [www.aig.be/be-privacy-policy](http://www.aig.be/be-privacy-policy).

Unless the data subject objects thereto, the Data can be used by AIG for marketing purposes. According to the law, the data subject is entitled to access, amend or oppose (for a reasonable cause) to the processing of Data relating to him. To exercise these rights, he/she can contact the Insurer at any time in writing at Boulevard de la Plaine 11, 1050 Brussels.

In as far as necessary and in particular in respect of any sensitive data (like its health-status), the Insured approves the processing and the transfer of the Data within the limits and under the conditions described here above.