



Omnium General Conditions

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CNH INDUSTRIAL CAPITAL EUROPE SAS

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GENERAL CONDITIONS

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.

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, 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.

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.

10. General extensions

10.1. General extensions

The intervention of the Company is extended to:

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.

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.

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 in state of alcoholic intoxication or in a similar state as a consequence of the use of substances other than

	<p>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
<p>13.4. Natural forces</p>	<ol style="list-style-type: none"> 1. Indemnification of damage to the insured vehicle caused by <ol style="list-style-type: none"> 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.

14. Personal data

14.1. Personal data	<p>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.</p> <p>The complete Privacy policy of the Insurer can be found on www.aig.be/be-privacy-policy.</p> <p>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.</p> <p>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.</p>
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