



Third Party Liability

1.004.392

CNH INDUSTRIAL CAPITAL EUROPE SAS

20171214-POL-1004391-CNH INDUSTRIAL CAPITAL EUROPE SAS-20171001-03
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GENERAL CONDITIONS

Definitions

For the purposes of this contract, the following definitions shall apply:

COMPANY: the insurance company with which the contract is concluded.

POLICY HOLDER: the person who concludes the contract with the company.

INSURED PARTY: any person whose civil liability is covered by the contract.

INJURED PERSONS: persons who have suffered injury giving rise to the application of the contract or their rightful claimants.

DESIGNATED VEHICLE: the motor vehicle described in the particular conditions; everything attached thereto and considered a part thereof ; the unattached trailer described in the particular conditions.

LOSS: any incident which has caused injury which may give rise to the application of the contract.

INSURANCE CERTIFICATE: the document pursuant to Article 5 of the Royal Decree of 13 February 1991 on the enactment and execution of the Law of 21 November 1989 relative to mandatory civil liability insurance for motor vehicles.

INSURANCE PROPOSAL: the form from the company, to be completed by the policy holder, intended to inform the company about the nature of the operation and the facts and circumstances which constitute risk evaluation elements for said company.

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1. Object and scope of the Insurance contract

1.1.

With this contract, the company covers, pursuant to the Law of 21 November 1989 and under the conditions which follow, the civil liability of the insured parties following a loss caused by the designated vehicle in Belgium.

The guarantee is also granted for a loss occurring in any country of the European Community, in the principalities of Andorra and Monaco, in Vatican City, Austria, Bulgaria, Finland, Hungary, Iceland, Liechtenstein, Malta, Norway, Poland, Rumania, San Marino, Sweden, Switzerland, the Czech Republic, Slovakia, Morocco, Tunisia and Turkey, as well as in all countries specified by the King pursuant to Article 3, paragraph 1, of the Law of 21 November 1989.

When the loss occurs outside Belgian territory, the guarantee granted by the company is that provided by the legislation on mandatory automobile insurance of the State on whose territory the loss occurred. The application of said foreign law shall not, however, deprive the insured party of the more extensive guarantee granted by Belgian law.

If the loss occurs on the territory of a non-EC country, and for the part of the guarantee which exceeds that imposed by the law on mandatory automobile insurance of the country where the loss occurred, the exceptions, nullities and expirations applicable to the insured parties shall also apply to the injured persons who are not nationals of an EC member state when said exceptions, nullities and expirations are due to a cause prior to the loss. The same exceptions, nullities and expirations may, under the same conditions, be invoked for any guarantee when the law of the country on the territory of which the loss occurred does not provide incontestability.

The guarantee is granted for losses which occurred on the public thoroughfare or on public or private land.

1.2.

When, as a result of a loss occurring in a country referred to in Article 1 other than Belgium, a foreign authority requires, for the protection of the rights of the injured persons, a guarantee deposit to lift the attachment of the designated vehicle or to release the insured party on bail, the company shall advance the required sum or shall personally stand guarantee for a maximum amount of € 61.973,38 for the designated vehicle and all the insured parties, plus the formation and recovery costs of the guarantee deposit to be incurred by the company.

If the guarantee deposit has been remitted by the insured party, the company will offer its personal guarantee in exchange, or if this is not admitted, reimburse the insured party for the amount of the guarantee deposit.

As soon as the competent authority accepts to release the guarantee deposit remitted or to lift the bail put up by the company, the insured party shall, at the company's request, fulfil all the formalities which might be required to obtain the release or restoration.

If the competent authority should confiscate the amount remitted by the company or appropriate all or part of it for the payment of a fine, a penal transaction or court costs relative to penal authorities, the insured party

	shall reimburse the company upon simple request.
1.3.	<p>1. This insurance contract covers the civil liability of:</p> <ul style="list-style-type: none"> a) the policy holder; b) the owner, all custodians, all drivers of the designated vehicle and any person transported by this vehicle ; c) the employer of the afore-mentioned persons when the latter are absolved of any liability pursuant to Article 18 of the Law of 3 July 1978 on contracts of employment. <p>Nevertheless, this contract does not cover the civil liability of those who have appropriated the designated vehicle by theft or violence or by concealment.</p> <p>2. If the designated vehicle should, on occasion, tow a motor vehicle which has broken down, the guarantee shall be extended to the liability of those who, under such circumstances, have provided the chain, the rope, cord, fixed bar or other accessories used for the towing.</p> <p>By derogation from Article 8, 1), the guarantee is likewise extended to damage to the towed vehicle.</p>
1.4.	<p>1. The guarantee of this contract extends, with no declaration being required, to the civil liability of the policy holder as well as to his spouse and children, if they reside with him and have reached the legal driving age, in their capacity as driver or as civilly liable for the driver of:</p> <ul style="list-style-type: none"> a) a motor vehicle belonging to a third party and used for the same purpose as the designated vehicle, if the former vehicle replaces the designated vehicle for a maximum period of 30 days, because the latter is temporarily rendered unusable for any reason; said period shall commence on the day the designated vehicle becomes unusable. <p>If the policy holder is a legal person, the guarantee is granted to the authorized driver of the designated vehicle as well as to his spouse and children, if they reside with him and have reached the legal driving age, in their capacity as driver or as civilly liable for the driver of ;</p> <ul style="list-style-type: none"> b) a motor vehicle belonging to a third party, driven on occasion, even if the designated vehicle is still in use. <p>If the policy holder is a legal person, the guarantee is granted to the authorized driver of the designated vehicle as well as to his spouse and children, if they reside with him and have reached the legal driving age, in their capacity as driver or as civilly liable for the driver of ;.</p> <p>For the purposes of this article, "third party" refers to all persons other than:</p> <ul style="list-style-type: none"> a) the policy holder of this contract and, if the policy holder is a legal person, the driver referred to in a) or b) ; b) his spouse ; c) his children residing with him ; d) the owner or custodian of the designated vehicle itself.

	<p>2. This extension of guarantee is limited as follows:</p> <ul style="list-style-type: none"> a) When the designated vehicle is a two or three-wheel vehicle, the extension of guarantee shall under no circumstances pertain to a vehicle with four or more wheels ; b) The extension of guarantee provided under 1) b) of this article shall not apply when the designated vehicle is used for the remunerated transport of persons or when it is used chiefly for the transport of goods, or when the policy holder or the owner of the designated vehicle is a company devoted to the construction, sale, rental, repair or garage of motor vehicles. <p>If the designated vehicle is under a rental, leasing or similar contract, the extension of guarantee provided under 1) b) shall remain in force if the policy holder does not himself engage in the activities listed under 2), b), of the first indent.</p> <p>3. In so far as the injured persons have received compensation for their loss:</p> <ul style="list-style-type: none"> a) either by virtue of an insurance contract covering the civil liability of the vehicle used b) or by virtue of another civil liability insurance contract concluded by the driver, the extension of guarantee shall apply ; c) if the insurance company, which has concluded one of the aforementioned insurance contracts, exercises recourse against the insured party in one of the cases provided under Article 25, 3), c), and 25, 4), of this contract, or in those cases not provided by said article, unless the insured party has been notified in advance of the possibility of recourse ; d) if the policy holder of one of the afore-mentioned contracts addresses a claim to the insured party to recover the amount of recourse exercised in the cases mentioned above. <p>4. The guarantee of this contract shall also extend to the civil liability of the policy holder as well as to his spouse and children, if they are residing with him, for damage caused by the stolen or diverted vehicle, and replaced by the designated vehicle, provided that :</p> <ul style="list-style-type: none"> a) the theft or diverting of the vehicle has been reported to the company within 72 hours from the day when the policy holder became aware thereof; b) the stolen or diverted vehicle was insured by the company.
<p>1.5.</p>	<p>The amount of the guarantee is unlimited regarding bodily injuries.</p> <p>The amount of the guarantee is however limited to € 2.479,00 per person transported to cover his personal clothing and luggage.</p> <p>Regarding material damage the amount of guarantee is limited to 100 million euro each an every loss.</p>
<p>1.6.</p>	<p>By derogation from Article 8, 1), the company shall reimburse expenses actually incurred by the insured party to clean and repair the interior fittings of the designated vehicle when said expenses are incurred by the benevolent transport of injured person following a traffic accident.</p>

1.7.

Indemnification shall not be given to:

- a) 1. the person responsible for the damage, except in the case of a liability for act for a stranger;
- b) 2. the person who is exonerated of all liability by virtue of Article 18 of the Law of 3 July 1978 relative to contracts of employment.

Nevertheless, indemnification shall be due to a person partially liable for the part of the loss caused to an insured party;

1. for material damage when no bodily injuries have been suffered; the driver of the insured vehicle ;
 - a) the driver of the insured vehicle ;
 - b) the policy holder ;
 - c) the owner or custodian of the insured vehicle ;
 - d) the spouse of the driver, the policy holder, the owner or the custodian of this vehicle
 - e) the parents or relatives in direct line of one of the aforementioned persons, provided they reside under the same roof and are dependents of the latter.

These persons may nonetheless receive indemnification for their material damages, even if they have not suffered bodily injuries, if the liability is based on the fault of the insured vehicle.

1.8.

Not included by the insurance coverage are :

1. damages to the insured vehicle, except as provided under Article 3, 2) second indent ;
2. damages to the goods transported by the insured vehicle, except as provided under Article 5, a) ;
3. damages not caused by the use of the vehicle, but by the sole fact of the goods transported or by the operations required by said transport ;
4. damages caused by the participation of the insured vehicle in races or speed, reliability and skill competitions ;
5. damages for which the repairs are governed by the legislation relative to civil liability for nuclear energy.
6. damages caused by the insured vehicles on airport premises except in areas to which the public have free vehicular access and except public vehicles which enter only temporarily for the purpose of delivery. Any losses directly or indirectly involving aircraft are excluded.

2. Description and modification of risk declarations of the policy holder

2.1.

1. The policy holder shall make a precise declaration, when concluding the contract, of all circumstances of which he is cognizant and can reasonably be expected to consider as risk evaluation elements for the company. If he has failed to reply to certain written questions of the company, for example the questions in the insurance proposal, and if the company has concluded the contract nonetheless, it shall not, except in the case of fraud, subsequently invoke this omission. The same applies if the company has concluded the contract without a duly completed insurance proposal.
2. If the intentional omission or inaccuracy lead the company to err on the risk evaluation elements, the contract shall be null and void. The premiums due at the time when the company became cognizant of the intentional omission or inaccuracy shall be payable to the company.
3. If an omission or inaccuracy in the declaration are not intentional, the company shall propose, within a month from the day it has become cognizant of the omission or inaccuracy, to modify the contract effective as of the date it became cognizant of said omission or inaccuracy.

If the proposal to modify the contract is refused by the policy holder or if, after a period of one month from the receipt of said proposal, the latter is not accepted, the company shall be entitled to terminate the contract in fifteen days.

Nevertheless, if the company provides proof that it would not have insured the risk under any circumstances, it shall be entitled to terminate the contract in a period of a month as of the day it became cognizant of the omission or inaccuracy.

2.2.

In the course of the contract, the policy holder shall, pursuant to the conditions of Article 9, declare new circumstances of modifications of circumstances likely to cause a considerable and lasting aggravation of the risk of the insured event occurring.

1. If the risk of the insured event occurring is aggravated to such an extent that, if the aggravation existed when the policy was taken out, the company would have granted the coverage only under different conditions, it shall, within a month from the day it became cognizant of the aggravation, propose to modify the contract with retroactive effect to the date of the aggravation. If the proposal to modify the contract is refused by the policy holder or if, after a period of one month from the receipt of said proposal, the latter is not accepted, the company shall be entitled to terminate the contract in fifteen days.

If the company provides proof that it would not have insured the aggravated risk under any circumstances, it shall be entitled to terminate the contract in a period of a month as of the day it became cognizant of the aggravation.

If in the course of the contract, the risk of the insured event occurring diminishes in a considerable and lasting manner that, if the diminution had existed at the time the policy was taken out, the company would have granted the coverage only under different conditions, it (the company) shall grant a commensurate reduction of the premium from the day it became cognizant of the

diminution of the risk. If the contracting parties fail to reach an agreement on the new premium within a period of one month from the request for a reduction of the premium by the policy holder, the latter shall be entitled to terminate the contract.

3. Payment of premiums – Insurance certificate

3.1.	If this guarantee is discontinued for any reason whatsoever, the policy holder shall return the insurance certificate to the company immediately.
3.2.	The premium, plus taxes and contributions, shall be paid in advance on the due dates on the request of the company or any other person designated for this purpose in the particular conditions.
3.3.	<p>If the policy holder fails to remit the premium on the due date, the company may suspend the guarantee of the contract or terminate the contract, provided the policy holder has been served notice, either by bailiff's writ, or by registered letter. The suspension of guarantee or the termination of the contract shall be effective at the expiry of a period of 15 days as of the day after the service of the notice or posting of the registered letter.</p> <p>If the guarantee has been suspended, it shall be resumed once the policy holder has paid the premiums due, plus any interest as specified in the last summons or court decision.</p> <p>If the company has suspended its obligation of guarantee, it may further terminate the contract if it reserved the right to do so in the notice referred to in the first indent; in such a case, the termination shall be effective at the earliest on the expiry of a period of 15 days as of the first day of suspension. If the company has not reserved this option, the termination shall be effective after a new notice served in accordance with indents 1 and 2.</p> <p>The suspension of guarantee does not prejudice the right of the company to claim premiums subsequently due, provided the policy holder has been duly notified in accordance with indent 1. The entitlement of the company is nonetheless limited to premiums pertaining to two consecutive years.</p>

4. Communications and notifications

4.1.	<p>Communications and notifications to the company must be served at one of its places of business in Belgium or any other person designated for this purpose in the particular conditions.</p> <p>Communications and notifications to the policy holder shall be served to the last address known to the company.</p>
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5. Modifications of Insurance conditions and rates

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5.1.

If the company modifies the insurance and rate conditions or simply the rates, it shall adapt this contract at the next annual due date. It shall inform the policy holder of this adaptation within 90 days at least before this due date. The policy holder may nonetheless terminate the contract within 30 days of the notification of the adaptation. In this way, the contract shall be terminated on the next annual due date.

The option to terminate the contract provided in the first intend shall not exist if the rate or the insurance conditions are modified due to a general adaptation imposed by the competent authorities which applies to all companies.

The provisions of this article shall not prejudice those of Article 26.

6. Losses and legal actions

6.1.

All losses must be reported immediately in writing to the company or any other person designated for this purpose in the particular conditions, at the latest within eight days of the occurrence of the loss. This obligation applies to all insured parties whose liability might be engaged.

The declaration of loss must indicate, in so far as possible, the causes, circumstances and possible consequences of the loss, the name, first names, and address of the witnesses and injured persons.

The policy holders and other insured parties shall provide without delay to the company or any other person designated for this purpose in the particular conditions, all useful information and documents requested by the latter.

The declaration shall be made, in so far as possible, on the form placed at the policy holder's disposal by the company.

6.2.

The insured party shall forward to the company or any other person designated for this purpose in the particular conditions, all citations, writs, and in general all legal or extra-legal deeds within 48 hours of their remittance or service.

6.3.

From the moment when the guarantee of the company is due and provided it is requested, the company shall stand by the insured party within the limits of the guarantee.

As regards the third party interests, and in so far as the interests of the company and the insured party coincide, the company shall be entitled to contest, on behalf of the insured party, the claim of the injured person. The company may indemnify the latter if applicable.

Such interventions by the company in no way entail recognition of liability for the insured party, and shall not cause him prejudice.

The final indemnification or refusal to indemnify shall be communicated to the insured party as soon as possible.

The company which has paid the damages enters into the rights and actions which may belong to the insured party.

6.4.	<p>Any recognition of liability, any transaction, any fixing of damages, any promise to the company, or any payment made by the insured party, without the written consent of the Company, can be relied upon by the injured party.</p> <p>The admission of a fact or assumption of initial financial aid and immediate medical care shall not constitute a cause to refuse the guarantee by the company.</p>
6.5.	<p>Up to the maximum of the guarantee, the company shall pay the indemnity due in principal. The company shall pay, even beyond the limits of the guarantee, the interest on the indemnity due in principal, the costs for the civil actions as well as the fees and expenses of attorneys and experts, but only in so far as said expenses were accounted by it or with its consent, or in case of a conflict of interest not attributable to the insured party, provided that said expenses were not incurred in an unreasonable manner.</p>
6.6.	<p>If a loss gives rise to law suits against the insured party, even if the third party interests have not been settled, the insured party may choose freely his means of defence at his own expense.</p> <p>The company shall limit itself to determining the means of defence in relation to the extent of the insured party's liability and the amounts claimed by the injured party, without prejudice to Article 18 as regards third party interests.</p> <p>The insured party shall appear in person if the proceedings so require.</p>
6.7.	<p>In case of penal conviction, the company shall raise no objection to the insured party's efforts to exhaust, at his own expense, the different degrees of jurisdiction, as the company must not intervene in the choice of recourse in penal matters.</p> <p>It has the right to pay the indemnities when it deems it appropriate to do so.</p> <p>If the company has intervened voluntary, it shall inform the insured party accordingly in due time, of any recourse it plans to take against the court decision regarding the extent of the insured party's liability; the latter shall decide, at his own risk, whether or not to adhere to the recourse opted by the company.</p>
6.8.	<p>The company shall not be liable for the sums collected immediately upon infraction of the general road regulations, nor for transactions with the Public Ministry, nor any additional fines and taxes, nor court justices relative to penal authorities.</p>

7. Recourse of the company

7.1.	<p>When the company is liable to the injured persons it shall, independent from any other action to which it may be entitled, have a right of recourse in the cases and against the persons referred to in Article 25. The recourse pertains to indemnities for which the</p>
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company is liable in principal, as well as court costs and interest. This recourse shall be exercised in full if the afore-mentioned sums do not exceed € 10.411,52 in all. It shall be exercised for only up to half of these amounts, when said sums exceed € 10.411,52, with a minimum of € 10.411,52 and a maximum of € 30.986,69.

7.2.

1. The company shall have a right of recourse against the policy holder:
 - a) if the guarantee of the contract is suspended due to non-payment of the premium ;
 - b) in case of intentional omission or inaccuracy in the declaration of risk both during the conclusion and the performance of the contract. This recourse shall be exercised in full and is not subject to the limit stipulated in Article 24 ;
 - c) in case of non-intentional omission or inaccuracy in the declaration of risk, both during the conclusion and the performance of the contract, attributable to the policy holder. The amount of recourse is limited to € 247,89 (not indexed).

The options of recourse shall not be exercised in cases where the contract has been modified pursuant to Articles 9 and 10.
2. The company has a right of recourse against the insured party who is responsible for the loss;
 - a) if he caused the loss intentionally. This recourse shall be exercised in full and is not subject to the limit stipulated in Article 24 ;
 - b) if he caused the loss owing to one of the following serious offenses: driving under the influence of alcohol or similar state induced by the use of products other than alcoholic beverages ;
 - c) if the vehicle was used as a result of abuse of trust, swindling, or diverting; this recourse is exercised solely against the perpetrator of the crime or his accomplice.
3. The company shall have a right of recourse against the policy holder, and if applicable, against the insured party other than the policy holder :
 - a) If the loss occurs during participation in a race or a speed, reliability and skill competition ;
 - b) If at the time of the loss, the vehicle is driven by a person who does not meet the conditions prescribed by Belgian law and regulations on driving a car, for example, by a person who has not reached the minimum age required, by a person without a driver's license, or by a person deprived of the right to drive. The right of recourse shall not apply however, if the person who drives the vehicle abroad has complied with the conditions prescribed by the local Belgian law and regulations on driving a car, and is not in the process of endorsement in Belgium, in which case the right of recourse is maintained ;
 - c) If the designated vehicle is subject to Belgian regulations on

motor vehicle inspection for any loss which occurred when the vehicle was not or is no longer in possession of a valid certificate, except if on the normal way to undergo such an inspection, or after the issuance of a certificate bearing the wording "driving prohibited" on the normal way from the inspection authority to his home and / or the repair garage, or the normal way to the inspection authority after the relevant repairs. The right of recourse shall not be exercised however if the insured party shows that there is no causal relation between the condition of the vehicle and the loss ;

- d) If the loss occurs when the number of passengers being transported exceed that authorized by the regulatory or contractual provisions or if the transport of persons violates regulatory or contractual provisions.

If the number of persons transported the maximum number authorized by contract or by regulations, the amount of recourse shall be proportional to the number of persons transported in excess, in relation to the total number of persons actually transported, without prejudice to Article 24 ;

For the calculation of the number of persons transported, children under the age of four are not counted, while children between the age of four and fifteen are considered as occupying 2/3 of a seat. The result is rounded off to the higher integer.

In case of transport of persons outside regulatory or contractual conditions, recourse shall be exercised for the total of indemnities paid out to the persons transported, without prejudice to Article 24.

Nevertheless, recourse shall not be directed against an insured party which can establish that the failures of or reasons for the recourse are attributable to an insured party other than himself and occurred contrary to his instructions or without his knowledge.

4. The company shall have a right to recourse against the author of the loss or the party civilly liable when the contract produces its effect solely in favour of the injured persons in the cases provided under Article 33.
5. The company shall have a right of recourse against the insured party which has not fulfilled the obligations stipulated in Article 19. In any event, the right of recourse shall exist in so far and to the extent that the company has suffered a loss, without prejudice to Article 24.
6. The company has a right of recourse against the insured party who has failed to accomplish an act within a period stipulated by the contract. This recourse shall not be exercised if the insured party establishes that he accomplished said act as soon as it was reasonably possible. In any event, the right of recourse shall exist in so far and to the extent that the company has suffered a loss owing to such omission, without prejudice to Article 24.

8. Term – renewal – suspension – end of the contract

Articles 26 to 35 are mentioned here for information as per the Belgian Law and rules. It is nevertheless accepted and agreed by all parties that the context of the present policy is the one of an international contract

depending on the renewal and terms of a master contract underwritten abroad. Consecutively, the terms of cancellation stated in the particular conditions will prevail on the following standard clauses.

8.1.	The term of the contract is one year. At the end of the insurance period, the contract shall be tacitly renewed from year to year, unless it is terminated by either party at least three months prior to the expiry of the current period.
8.2.	<p>The company may terminate the contract :</p> <ol style="list-style-type: none"> 1. at the end of each insurance period, pursuant to Article 26 ; 2. in case of intentional omission or inaccuracy in the description of the risk in the course of the contract ; 3. in case of non-intentional omission or inaccuracy in the description of the risk when the contract was concluded, under the conditions provided in Article 9, and in case of aggravation of the risk, under the conditions provided in Article 10 ; 4. In case of non-payment of the premium, pursuant to Article 13 ; 5. if the vehicle subjected to motor vehicle inspection is not or is no longer in possession of a valid certificate, or if the vehicle no longer conforms with the "General technical regulations for motor vehicles ;" 6. after each declaration of a loss, but at the latest one month after the payment of or refusal to pay the indemnity ; 7. in case of publication of new legal provisions which have an effect on the civil liability of the insured parties or on the insurance of said liability, but at the latest within six months of their entry into force ; 8. if the contract is suspended in the cases provided under Article 30; 9. in case of bankruptcy, insolvency or death of the policy holder, pursuant to Articles 31 and 32.
8.3.	<p>The policy holder may terminate the contract :</p> <ol style="list-style-type: none"> 1. at the end of each insurance period, pursuant to Article 26 ; 2. after each declaration of a loss, but at the latest one month after the payment of or refusal to pay the indemnity ; 3. if the insurance or rate conditions or simply the rate are modified, pursuant to Article 15 ; 4. in case of bankruptcy, composition, or withdrawal of accreditation of the company ; 5. in case of diminution of the risk, under the conditions provided in Article 10 ; 6. if a period of more than a year elapses from the time the contract is concluded and the time it goes into effect. Notice of this termination must be served at the latest three months prior to the effective date of the contract ; 7. if the contract is suspended in the cases provided under Article 30.
8.4.	Notice of termination shall be served by writ, registered letter, or letter of termination with acknowledgment of receipt.

	<p>Except in the cases referred to in Articles 13, 15 and 26, termination shall be effective after a period of one month as of the day after the notice was served or of the acknowledgment of receipt or, in case of a registered letter, the day after its post-mark date.</p> <p>The termination of the contract by the company after the declaration of a loss shall go into effect as of its notification, if the policy holder or the insured party have failed to meet one of the obligations arising from the occurrence of the loss with the intention of deluding the company.</p> <p>The portion of the premium corresponding to the period after the effective date of the termination shall be reimbursed by the company.</p>
8.5.	<p>In case of demand for repossession or rental of the designated vehicle, the contract shall be suspended by the sole fact of the vehicle being appropriated by the claiming authorities.</p>
8.6.	<p>If the policy holder should go bankrupt, the contract shall subsist to the benefit of all his creditors who become debtors to the company for the amount of premiums due as of the declaration of bankruptcy.</p> <p>The company and the trustee in bankruptcy shall nonetheless have the right to terminate the contract. Nevertheless, the contract shall be terminated by the company at the earliest three months after the declaration of bankruptcy, while the trustee in bankruptcy may terminate the contract within three months after the declaration of bankruptcy.</p>
8.7.	<p>If the policy holder should die, the contract shall be maintained to the benefit of his heir who shall be liable for the payment of premiums, without prejudice to the company's option to terminate the contract, pursuant to Article 29, first indent, within three months as of the day it becomes cognizant of the death.</p> <p>The heirs may terminate the contract, pursuant to Article 29, first indent, within three months and forty days of the death.</p> <p>If the designated vehicle is attributed in full property to one of the heirs or to a devisee of the policy holder, the contract shall be maintained to the benefit of the latter. Said heir or devisee may nonetheless terminate the contract within a month from the day the vehicle was attributed to him.</p>
8.8.	<p>In case of transfer of ownership of the designated vehicle, the following provisions shall apply :</p> <ol style="list-style-type: none"> 1. As regards the new vehicle : <ul style="list-style-type: none"> The vehicles shall remain intact for the insured party : a) for 16 days from the transfer of ownership of the designated vehicle, without any formality required if the new vehicle is driven, even illicitly, with the registration plates of the transferred vehicle ; b) at the expiry of the afore-mentioned 16-day period, provided that the company has been informed of the replacement, during this period. In such a case, the insurance and rate conditions in force at the company at the last annual due

date of the premium shall apply, subject to the provisions of Article 37 relative to the indexing of premiums.

If at the expiry of the afore-mentioned 16-day period, the transferred vehicle has not been replaced, or if the replacement has not been reported to the company, the contract shall be suspended and Article 34 shall apply. This suspension can be relied upon by the injured party. The premium due shall remain payable to the company, prorata temporis, until such time as the company is notified of the transfer of ownership.

2. As regards a transferred vehicle other than a moped.

For 16 days from the transfer of ownership and to the extent that no other insurance covers the same risk, the guarantees :

- a) shall remain intact for the policy holder, his spouse and children residing with him who are of legal driving age, if the transferred vehicle is driven, even illicitly, with the same registration plates as prior to the transfer ;
- b) shall cease to apply, but solely to the injured person, if the damage is caused by an insured party other than those mentioned above, and if the transferred vehicle is driven, even illicitly, with the same registration plates as prior to the transfer ;

At the expiry of the 16 days mentioned above, the coverage shall cease unless the benefit of the contract has been transferred to the new owner with the written consent of the Company. This discontinuance of coverage can be relied upon by the injured party.

As regards mopeds

In addition to 1), the guarantees shall remain intact, but only in favour of the injured person, and on condition that no other insurance covers the same risk, for damages caused by any moped in possession of a provincial plate, with authorization for its holder, certified by the company, provided that the cause occurred prior to the end of the year of validity of said plate. The contract shall not be transferred to the new owner of the transferred moped without the prior, written consent of the company.

3. In case of a leasing contract on the designated vehicle :

The rules stipulated in 1), 2), and 2) supra shall also apply during the transfer of the rights of the policy holder on the designated vehicle which he has received in execution of a hiring or similar contract, especially a leasing contract.

8.9.

If the contract is suspended, the policy holder who drives the designated or any other vehicle must inform the company accordingly.

The contract shall be resumed under the insurance and rate conditions applicable at the last annual due date of the premium, subject to the provisions of Article 37 relative to the indexing of the premium.

If the contract is not resumed, it shall terminate on the next annual due date of the premium. Nevertheless, if the suspension of the



	<p>contract occurs in the three months prior to the next annual due date of the premium, the contract shall be terminated at the next annual due date.</p> <p>The policy holder always has the option of requesting, in writing, the termination of the contract.</p>
8.10.	<p>If for any reason, other than those mentioned above, the risk should disappear, the policy holder shall notify the company accordingly without delay; if he fails to do so, the premium shall remain payable or due, prorata temporis, until such notification is provided.</p>

9. Indexing

9.1.	<p>The sums mentioned in Articles 2, 5 and 34 shall be adjusted automatically each time that the King uses the option of annual adjustment based on the consumer price index of the country, on the basis of the index as at 1 January 1983 (Article 3, 4 of the Law of 21 November 1989).</p>
9.2.	<p>The commercial premium varies at the annual due date depending on the ratio between :</p> <ol style="list-style-type: none"> 1. the consumer price index established by the Ministry of Economic Affairs (or any other index serving as replacement), in force at the time, 2. and the index applied and indicated in the particular conditions of the contract, the last endorsement or the last annual premium receipt. <p>Nevertheless, for the cases provided in Articles 10, 33 and 34, the premium varies, depending on the case, on the date the contract is adjusted, the date the vehicle is replaced or the date the contract is resumed, by taking into account the consumer price index according to the modalities provided above.</p> <p>Consumer price index in force at the annual due date, date of adjustment, of replacement or resumption, refer to that of the first month of the preceding quarter.</p>

10. A posteriori personalisation system

10.1.	<ol style="list-style-type: none"> 1. Field of application <p>The provisions which follow apply to the premiums for motor vehicles used for tourism or business purposes or for mixed use, as well as to vehicles used for the transport of goods, the maximum admissible weight of which does not exceed 3.5 metric tons, to the exclusion of motor vehicles which, by virtue of the Royal Decree of 3 February 1992 which fixes the rate standards for mandatory civil liability insurance for motor vehicles are not subject to the a posteriori personalisation system.</p> 2. Scale of degrees and corresponding premiums <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Degrees</th> <th>Level of premiums in relation to the basic level 100</th> </tr> </thead> <tbody> <tr><td>22</td><td>200</td></tr> <tr><td>21</td><td>160</td></tr> <tr><td>20</td><td>140</td></tr> <tr><td>19</td><td>130</td></tr> <tr><td>18</td><td>123</td></tr> <tr><td>17</td><td>117</td></tr> <tr><td>16</td><td>111</td></tr> <tr><td>15</td><td>105</td></tr> <tr><td>14</td><td>100</td></tr> <tr><td>13</td><td>95</td></tr> <tr><td>12</td><td>90</td></tr> </tbody> </table> 	Degrees	Level of premiums in relation to the basic level 100	22	200	21	160	20	140	19	130	18	123	17	117	16	111	15	105	14	100	13	95	12	90
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12	90																								

11	85
10	81
9	77
8	73
7	69
6	66
5	63
4	60
3	57
2	54
1	54
0	54

3. Mechanism for entry in the system

Entry into the system is at degree 14 in the scale, except in the case of limited use of a vehicle for tourism or business purposes or mixed use where entry is at degree 11.

This derogation applies only when the vehicle is used :

- a) for private purposes and on the way to work (travel between two places of work are considered as professional use), with the exclusion of all use for professional purposes other than those referred to below ;
- b) for professional purposes, but exclusively :
 - by persons exercising a full-time wage-earning or salaried profession, who are not part of the external services of the companies or organizations which employ them (people considered as part of external services are those whose professional activity entails regular missions outside the company) ;
 - by self-employed individuals exercising a full-time sedentary profession ;
 - by the officiants of a religion recognized by the law ;
 - by farmers and market gardeners who participate regularly in the manual works of the company.

4. Mechanism of moving on the scale of degrees

The premium varies on each annual due date of the premium in accordance with the scale of degrees reproduced here in relation to the number of losses and in accordance with the rules defined below.

Elements taken into account to adjust the degree of personalisation, are the losses for which the company which covered the risk at the time of the loss, has paid or has to pay indemnities in favour of the injured persons.

The period of insurance observed is closed each year, at the latest on the 15th of the month which precedes the month in which the annual premium is due. If for any reason, it is less than nine and a half months, it shall be attached to the subsequent period of observation.

5. The mechanism functions as follows :

- a) by observed period of insurance : unconditional drop of one

degree ;

- b) by observed period of insurance comprising one or more losses : a climb of 5 degrees per loss.

6. Restriction to the mechanism:

- a) Whatever the number of years without loss or the number of losses, degrees 0 or 22 will never be exceeded ;
- b) The insured party which has had no loss in four consecutive observed insurance periods which is nonetheless at a degree higher than 14, is automatically brought to a basic degree of 14.

7. Rectification of the degree

If it should turn out that the personalisation degree of a policy holder was fixed or adjusted erroneously, the degree is corrected and the differences of premiums resulting therefrom are reimbursed to the policy holder or reclaimed from him by the company, depending on the case.

The amount reimbursed by the company is increased by legal interest in cases where the rectification is carried out more than a year after the attribution of the wrong degree. This interest accrues from the moment when the wrong degree was applied.

8. Change of vehicle

A change of vehicle has no effect on the degree of personalisation.

9. Resumption

If a suspended contract is resumed, the degree of personalisation reached at the moment the contract was suspended remains intact.

10. Change of company

If, prior to concluding the contract, the policy holder was insured by another company which applies the a posteriori personalisation system, he must declare to the company the losses which occurred from the date of certification delivered by the other company to the effective date of the contract.

11. Certificate in case of termination of contract.

Within 15 days of the termination of the contract, the company shall communicate to the policy director the information required to determine the exact degree.

12. Contract concluded previously in another EC member state.

If the contract is concluded by a person who, in the course of the last five years, had concluded a contract in accordance with the legislation of another EC member state, the personalized premium shall be fixed at a degree which takes into account, for the last five insurance years preceding the effective date of the contract, the number of losses per insurance year for which the foreign insurance company paid or had to pay indemnities to injured persons.

The policy holder shall produce the documents required in proof.



11. Personal data

11.1. 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.

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.