



**ARVAL**  
BNP PARIBAS GROUP

**SPECIFIC TERMS AND  
CONDITIONS OF LEGAL  
PROTECTION INSURANCE FOR  
MOTOR VEHICLES**

**The insurer:**

Euromex NV, an insurance company authorised under number 463 for Branch 17 Legal Protection insurance products (Royal Decree of 4 July 1979 – Belgian Official Journal of 14 July 1979).

**The insured:**

1. Arval Belgium NV, owner of the insured motor vehicle
2. The lessee
3. The legally permitted usual driver who, with the consent of Arval and the lessee, uses the insured motor vehicle
4. The family of the legally permitted usual driver living at the same address
5. All other persons to whom the vehicle is entrusted and who are in possession of a valid driving licence

**The insured motor vehicle:**

1. The motor vehicle, property of Arval and insured by Arval with Euromex
2. The motor vehicle which is provided temporarily by Arval or the repair service when the lease vehicle is out of service

**Claim:**

The fact that one or more of the insured may avail of the services and/or financial assistance of Euromex NV following a certain event and/or circumstance in relation to one or more forms of cover, regardless of the time the claim is made. A claim arises at the moment the insured objectively knows or ought to know that they are in a conflict situation in which they can exercise rights or entitlements, as plaintiff or defendant, regardless of the time of the third party's actions. In a conflict situation with a public authority, the claim arises for the purpose of all forms of cover at the time of the alleged grievance(s).

**What is covered?**

**Criminal defence**

(up to a maximum of €40,000)  
following a traffic accident or an unintentional violation of the 'Highway Code' or the 'Traffic Act'.

**Civil claims: (up to a maximum of €40,000)**

in relation to extra-contractual damage for:

- the material loss or damage caused to the insured vehicle and the items transported without reward as a result of an accident, theft, attempted theft, aggression or vandalism;
- the loss or damaged suffered by the driver or passenger in a traffic accident in which the insured vehicle is involved.

**Third-party insolvency: (up to a maximum of €10,000)**

If an accident is caused unintentionally by an identified third party who is insolvent, Euromex NV will pay out the indemnity that this third party ought to pay in accordance with the irrevocable court order. This cover does not apply if the accident was caused by an authorised or unauthorised driver of an insured vehicle. Euromex NV is not obliged to pursue an insolvent counterparty longer than five years following the court order. Similarly, Euromex NV is under no obligation to seek enforcement of a judgment in a country where the cover does not apply. If the insured or their legal counsel suspects that the third party is insolvent, no executory measures will be taken without prior consultation with Euromex NV.

## **Object of the cover**

In the event of an insured claim, Euromex NV undertakes to provide services and bear costs in order to enable the insured to assert their rights by means of an amicable, judicial or administrative settlement. In the event of a claim, the insured will instruct Euromex NV in the first instance to seek an amicable settlement and shall provide full cooperation in achieving this. If Euromex NV is unable to make any useful effort towards an amicable settlement by not fulfilling the duty to make a claim or by engaging the services of legal counsel before time, the costs and fees of that legal counsel shall be borne by the insured.

## **What are the particulars of the cover?**

### **Euromex NV will:**

- inform the insured of the scope of their rights and the manner of the defence;
- guarantee a free choice of loss adjuster in the case of an amicable settlement or in judicial or administrative proceedings;
- ask the insured about their choice of legal counsel where a conflict of interest occurs, or when judicial or administrative proceedings subject to statutory regulation are necessitated.

### **In the case of an insured claim, Euromex NV will:**

- bear the costs of the judicial or non-judicial loss adjusting, where the loss adjuster is appointed by or at the request of the insured;
- bear the costs and fees of bailiffs;
- bear the procedural and judicial costs not relating to the loss adjuster;
- bear the proven costs for the necessary translation of procedural documents;
- bear the costs of a single enforcement procedure per enforceable title;
- bear the provisional and finalised fees and costs of the legal counsel relating to the instruction given to it in the context of this cover.

All these costs will be borne by Euromex NV insofar as they cannot be recovered from a third party or otherwise, regardless of the manner, hence also including in the form of a judicial procedure indemnity. The costs recovered from the third party and the judicial procedure indemnity must be refunded to Euromex NV. Notwithstanding the intervention of Euromex NV, the insured will continue to be identified as the debtor in respect of the costs and fees.

The legal counsel or loss adjuster will have no direct claim against Euromex NV. Euromex NV will nevertheless pay the costs and fees on the basis of voluntary delegation, but in return asks that:

- the insured includes the costs and fees in their claim against the third party or parties, when asked to do so by Euromex NV;
- the insured does not enter into any arrangements relating to the budgeting of the costs and fees without the express prior consent of Euromex NV;
- the insured does not make any payment to legal counsel or a loss adjuster without the consent of Euromex NV.

If Euromex NV considers that the claimed costs and fees have not been correctly budgeted, it will contest the statement on behalf and for the account of the insured and, where appropriate, submit it for appraisal to the delegations of the relevant professional body. When the insured is summoned in respect of a statement disputed by Euromex NV, they will be represented in their defence by legal counsel of Euromex NV, who in turn will fully indemnify the insured within the financial limits of the cover provided in relation to the claim, and in full in relation to the costs of the defence and judicial costs. All costs paid by Euromex NV must be repaid to Euromex NV insofar as they could be recovered from a third party.

#### **NEVER COVERED**

- the principal sums and additional amounts that the insured may be ordered to pay;
- the criminal and administrative fines, penalties and settlements with the public prosecution service;
- the judicial costs in criminal matters;
- proceedings before the Court of Cassation or before any international court (Court of Justice of the European Union, European Court of Human Rights, Benelux Court of Appeal) if the principal amount of the dispute is less than EUR 1,240;
- claims arising as a result of war or riot, collective labour conflicts, political or civil disturbances in which the insured themselves took part;
- claims arising directly or indirectly due to the properties of nuclear products, fissile material or other radioactive or ionising products;
- disputes concerning the application of this contract;
- all contractual disputes;
- civil recovery of damage to the vehicle, where this is sought against the insured;
- a claim made under the Occupational Accidents Act ('wet op de arbeidsongevallen');
- claims arising from participation in speed trials, regularity trials or agility trials, except where it concerns a claim by Arval NV;
- costs or fees paid by the insured, or which they have undertaken to pay for making the claim or without the consent of Euromex, except where they relate to conservatory or interim measures.

#### **Where is the cover valid?**

The cover described in this contract is valid in all countries in which the compulsory civil liability insurance for the insured motor vehicle is valid.

#### **Action to be taken by the insured in the event of a claim**

The insured must inform Euromex NV as soon as possible of every claim, all useful information and the exact circumstances. They must also forward all useful documents to Euromex NV, such as evidence of loss or damage, summonses, writs and procedural documents, as soon as possible. No cover is provided for claims submitted more than three years after their occurrence.

In the event of a claim, the insured will instruct Euromex NV in the first instance to seek an amicable settlement and shall provide full cooperation in achieving this. If Euromex NV is unable to make any useful effort towards an amicable settlement by not fulfilling the duty to make a claim or by engaging the services of legal counsel before time, the costs and fees of that legal counsel shall be borne by the insured.

### **What about the free choice of legal counsel or loss adjuster?**

The insured has a free choice of legal counsel and loss adjuster. If a judicial or administrative procedure is required, the insured is free in their choice of legal counsel or any other person qualified to defend or represent their interests under the laws applicable to the proceedings. Euromex NV will not reserve the contacts with the legal counsel or the person referred to in the previous paragraph. The insured or the legal counsel will inform Euromex NV promptly of all initiatives taken as a result of the contacts that take place directly between them.

If the insured chooses a legal counsel who has not been called to the bar in the country of the proceedings, Euromex NV will limit its contribution to the normal costs and fees applicable in the country where the case is heard. If the appointment of an expert is warranted, the insured is free to choose the expert provided that the expert selected possesses the required qualifications to represent the interests of the insured.

Euromex NV will only bear the costs and fees ensuing from the intervention of a single legal counsel or single loss adjuster. Whenever a legal counsel or loss adjuster is succeeded, the contribution of Euromex NV will be limited to the costs and fees of the successor legal counsel or loss adjuster due from the time of handover of the dossier. The costs and fees relating to allowing the successor to accept the dossier (examination of the case, opening costs, notification of intervention to the other parties, etc.) are not covered. These costs and fees are assessed at a fixed amount of one-quarter of the total final statement of the successor loss adjuster or legal counsel. These limitations do not apply if the intervention of another legal counsel or loss adjuster is needed for reasons beyond the control of the insured.

### **What happens if there is a conflict of interest?**

Whenever there is a conflict of interest with Euromex NV, the insured is always free in their choice of legal counsel or, if preferred, any other person qualified to defend their interests under the laws applicable to the proceeding.

### **Objectivity clause**

The insured is entitled to consult legal counsel of their choosing, notwithstanding the option to instigate legal proceedings in the event of a difference of opinion with Euromex NV on the policy to be followed for the settlement of a claim, and following service by Euromex NV of its position or its refusal to follow the position of the insured.

1. If the legal counsel confirms the position of Euromex NV, the insured will be reimbursed for half of the costs and fees for consulting legal counsel.
2. If the insured instigates proceedings at their own expense against the advice of this legal counsel, and achieves a more favourable outcome than that which would have been achieved if the position of Euromex NV had been followed, Euromex NV, which was unwilling to follow the position of the insured, must provide its cover and repay the costs and fees for consultation of the legal counsel, which would have been payable by the insured. If the insured continues with proceedings against the advice of legal counsel, they must inform Euromex NV of this.
3. If the legal counsel consulted confirms the position of the insured, Euromex NV must provide its cover, including the costs and fees of consulting legal counsel, regardless of the outcome of the proceedings.

## Law of 25 June 1992

Except where specifically provided otherwise in these General Terms and Conditions, the contract is governed by the Terrestrial Insurance Contracts Act ('Wet op de landverzekeringsovereenkomst').

## Complaints handling

We do our utmost every day in order to provide good service. However, if you are not entirely satisfied, please call us, send us an email ([klachtenbehandeling@euromex.be](mailto:klachtenbehandeling@euromex.be)) or write to our internal complaints handling service. We are sure that we will be able to resolve the issue. You may also send your complaint to:

Insurance Ombudsman, Square de Meeûs/De Meeûssquare 35, 1000 Brussels, Tel. +32 (0)2 547 58 71 – Fax +31 (0)2 547 59 75 – [info@ombudsman.as](mailto:info@ombudsman.as)

You are also entitled, of course, to pursue any complaint in the courts.

## Data protection

Any personal data provided by you will be processed under the responsibility of Euromex NV as data controller for the purposes of the entire range of customer services, our own marketing activities and management of policies and claims. You may always consult the data we hold on you and have it corrected free of charge. You may also explicitly object to the use of this data for marketing campaigns.

You agree that this information may be passed on to IT service providers, insurance intermediaries, legal counsel, loss adjusters and other legal protection insurers solely for the purpose of providing the best possible service, managing policies and claims, and combating the improper use of insurance products.