



MOTOR GAP INSURANCE RETURN TO INVOICE

(VERSION 09-07-2018)

GENERAL POLICY CONDITIONS

The present insurance contract is concluded for a period of one year and shall be tacitly renewed for consecutive periods of one year. We allow You to cancel at any time and We have the right to terminate the contract at least three months in advance by registered letter, by bailiff's writ or by issuing a termination letter with receipt.

Important notice

You must have purchased **Your Vehicle** within 6 months prior to the **Purchase Date** of **Your GAP Insurance Policy** or the **Vehicle** must still be protected by a **Full Or Light Casco Insurance** covering 100% of its invoice value at the **Start Date** of **Your GAP Insurance Policy**.

You must have a **Full or Light Casco Insurance** for the **Designated Vehicle** to benefit from the coverage of this **GAP Insurance Policy**. In case **You** don't have a **Full or Light Casco Insurance** from the **Start Date** of the **GAP Insurance Policy** until its **End Date**, in the event of a claim, this **Insurance Contract** will be void and hence no coverage will be granted.

QOVER GAP Insurance is typically suitable for those who are looking to further protect themselves against a financial shortfall following a **Total Loss** of their **Vehicle**. **You** may already possess alternative insurance(s) for some or all of the features and benefits this type of policy provides. It is **Your** responsibility to investigate this. For Instance, if **You** have already taken out a **Full or Light Casco Insurance** for the **Designated Vehicle**, be aware that some **Motor Insurance** companies offer a new for old style form of cover within the first 6, 12, 18, 24 or even 36 months. In such case, **You** might consider deferring the **Start Date** of the GAP Insurance at the end of this period.

About Qover

Your motor GAP **Insurance Policy** is arranged by QOVER SA/NV, RPM 0650.939.878 (VAT BE0650.939.878). QOVER SA/NV legal offices are located at "Rue Eugène Toussaint 54, box 1 – 1090 Brussels – BELGIUM" and its operating offices are located at "Rue des Palais 44 – 1030 Brussels".

QOVER SA/NV is an untied insurance agent authorised and regulated by the Financial Services and Markets Authority (FSMA - BELGIUM). QOVER SA/NV (FSMA registration number 115284A).

You can check this on the FSMA's register by visiting the FSMA's website <http://www.fsma.be> or by contacting the FSMA on +32(0)2 220 52 11.

QOVER, coverholder at Lloyd's.

About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. It is often the first to insure emerging, unusual and complex risks.

Around 80 syndicates are underwriting insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world. Lloyd's insures the majority of FTSE 100 and Dow Jones industrial average companies.

Lloyd's enjoys strong financial security supported by excellent ratings. Visit www.lloyds.com for more information.



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How to contact Us

QOVER wish to treat all customers professionally and fairly. All **Our** customers are more than welcome to contact QOVER at any time and through any channels although **We** do sincerely encourage **You** to use digital mediums for any type of enquiries.

By email

GENERAL ENQUIRIES & CONTRACTS
contact@qover.be

FOR CLAIMS
claims@qover.be

By telephone

GENERAL ENQUIRIES
[+32.2.588.25.50](tel:+3225882550)

Via **Our** website

www.qover.be

By post mail

QOVER SA/NV
[Rue des Palais, 44 - 1030 Brussels - Belgium](#)

All communication with **Our** customers will occur in French, Dutch or English, as chosen by **You**. All **Our** documents are available in French, Dutch or English.

Complaint

If **You** wish to register complaints:

You can contact QOVER:

You should, in the first instance, write to QOVER SA/NV's Mediation Department, Rue Eugène Toussaint 54 box 1, 1090 Brussels (Belgium) or to mediation@qover.be or by telephone on +32.2.588.25.50 without prejudice to the **Policyholder's** ability to take legal action.

You can contact the ombudsman:

If the matter has still not been resolved to **Your** satisfaction, **You** may contact the Insurance Ombudsman, Square de Meeûs 35 to 1000 Brussels, tel: 02/547.58.71, fax: 02/547.59.75, info@ombudsman.as. This procedure is in addition to any other legal rights **You** may have to take legal proceedings.

You can contact the European Online Dispute Resolution Platform

If **You** arranged **Your** policy online or through other electronic means (e.g. by phone, SMS, fax or mobile device), **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform – <http://ec.europa.eu/consumers/odr/>. **Your** complaint will then be re-directed to the Financial Ombudsman Service and to QOVER to resolve. There may be a short delay before **We** receive it.




We might always record all communication, including phone calls, in order to improve the quality of **Our** services, for training purposes or for fraud detection purpose.

How to make a claim?

All claims are settled by an independent professional adjuster offering You the best and fairest treatment.

If there is an event that could result in a **Total Loss** claim, **You** must contact **Us** as soon as possible. Please be digital when contacting **Us**! **You** could reach **Us** via:

You can reach Us by:

-  Send **Us** an email to claims@gover.be with all relevant and required documents in the attachment; or
-  Go on **Our** website www.gover.be and contact **Us** with the contact form; or
-  Call **Us** at +32.2.588.25.50

All claims must be notified as soon as reasonably possible and in any event within 30 days of any **Total Loss**. The **Administrator** or the **Claim Adjuster** will send **You** a claim form for **You** to complete and return. **You** must comply with the claims procedure as explained in the General Policy Conditions, the **Policy Schedule** and by the **Administrator** or the **Claim Adjuster**.

Important: Do not accept a settlement under **Your** Motor Insurance without first contacting the **Administrator** or the **Claim Adjuster**.

The **Policyholder** must provide **Us** or the **Claim Adjuster** with accurate and complete information and supporting documentation, so that **We** or the **Claim Adjuster** may determine the specific circumstances, the causes and the extent of the damage, the identity of all those involved, and any witnesses. In addition, the **Policyholder** must take all reasonable measures to prevent or limit further loss.

In order to authorise a claim, **We** or the **Claim Adjuster** will require:

At first claim notification:

- **Your** personal and **Vehicle** details; and
- Full details of the damage; and
- A copy of your Full or Light Casco Policy Schedule; and
- In the case of theft, **You** must report the incident to the police and advise **Us** or the **Claim Adjuster** of the crime reference number

If **You** accept a settlement offer from **Your** motor insurer prior to or without **Our** consent, and as set under Article 76 of Insurance law, and it results in a prejudice to **Us**, **We** will deduct the amount of such prejudice from the claim payment to be made by **Us** to **You**. For example, if **Your Light or Full Casco Insurer** should pay **You** the market value of **Your Vehicle** and the chosen value (applied without **Our** consent) happens to be underestimated in comparison with the actual market conditions, **We** would suffer a prejudice therefrom, in which case **We** might consider the **Market Value** of **Your Vehicle** based on the **EuroTax Guide** instead.

Upon receipt of all the information requested, **We** or the **Claim Adjuster** will review **Your** claim. If **Your** claim is covered by **Your Insurance Contract**, the **Administrator** will authorise **Your** claim.

Only **We** or the **Claim Adjuster** are mandated to authorise or reject claims. **We** will be unable to process **Your** claim if **You** do not provide:

- A copy of the expert report (if applicable); and
- **Your** motor insurer's written confirmation that the **Motor Insurance Settlement** has been paid following **Your** claim for **Total Loss** and the terms on which the **Motor Insurance Settlement** was made; and
- **Your** original invoice or equivalent proof of payment relating to the **Insured Vehicle**.

When these obligations have not been respected due to fraudulent intent, **We** or the **Claim Adjuster** will deny coverage, keep the full **Premium** paid and terminate this contract.

GENERAL POLICY CONDITIONS

Introduction

Your Insurance Contract is made up of the following:

1. These General Policy Conditions that sets out exactly what is covered and not covered under the insurance, what are the required conditions for such insurance, how to make a claim and other important information, and
2. The **Policy Schedule** that sets out the details of **You**, **Your Vehicle**, the **Period of Insurance** and other specific limitations and conditions, and
3. And any endorsement(s) attached (when applicable).

You should read the General Policy Conditions and **Policy Schedule** together. **Please read the whole document and keep it in a safe place.**

Certain words have special meanings. These are listed below under “Definitions” and where they appear in this document are shown in italic bold type with a capital letter.

Your right to change Your mind

At any time, **We** give **You** the right to cancel **Your Insurance Contract** for free and **We** will apply the following rules for refund:

- ✓ Since **Your Insurance Policy** is purchased remotely (through **Our** digital medium), based on art. 57§5 of insurance law, **You** may cancel this **Insurance Policy** within 14 days of the **Purchase Date** of the **Insurance Contract** by contacting **Us**. **You** will be entitled to full refund of any **Premium** paid.
- ✓ After the 14 days’ period, **You** can cancel **Your** coverage at any time by contacting **Us** or the **Administrator** and **You** shall be entitled to a pro-rata refund (no administrative fee will be charged).
- ✓ If a claim has been paid under **Your** policy, **We** will reimburse the non-used **Premium** of the active contract on a pro-rata basis.

Duration of cover and renewal

The duration of the cover is shown on the **Policy Schedule**. The duration of this **Insurance Contract** is equal to one-year; and it will be automatically renewed at the original **End Date** for one more year.

We have the right to stop this automated renewal by notifying **You** at least 3-months before the **End Date** based on modalities described by insurance law. **We** give **You** the right to stop this automated renewal at any time before the **End Date**.

Please don’t forget to contact **Us** in case of an early termination to obtain any reimbursement.

Our cancellation rights

Based on art. 57§5 of insurance law, **We** have the right to cancel this **Insurance Policy** within 14 days of the **Purchase Date** with a 8 days’ notice period.

Based on art. 85§1 of insurance law, **We** have the right to cancel the **Insurance Policy** up to 3 months before its **Start Date** if the period between the **Purchase Date** and the **Start Date** is more than 1 year.

Also, in case of **We** refuse to cover a claim, **We** or the **Administrator** has the right to cancel the contract. This cancellation must be notified to **You** at the latest within one month after the payment or the refusal of payment of the benefits. In such case, the contract will be automatically cancelled three months after the day after which the notification has been sent. According to Article 86 of the Belgian Insurance Code, **You** dispose of the same right of cancellation in case of a denial to pay the claim.

Definitions

1. ADMINISTRATOR

QOVER SA/NV – RPM 0650.939.878 – FSMA 115284A. QOVER SA/NV legal offices are located at “Rue Eugène Toussaint 54 box 1 – 1090 Brussels – BELGIUM” and its operating offices are located at “Rue des Palais 44 – 1030 Brussels”.

2. CLAIM ADJUSTER

The **Claim Adjuster** is the Third Party that is mandated by **Us** to manage **Your** claim.

VAN AMEYDE BELGIUM BV – RPM 0480.233.934 – Posthoflei 3, box 7 – 2600 Antwerp – BELGIUM.

3. CLAIM LIMIT

The **Claim Limit** is indicated in the **Policy Schedule**. The minimum **Claim Limit** is 5,000 EUR including VAT and the maximum is 50,000 EUR including VAT. The **Claim Limit** always includes 21% VAT. Deductible VAT will be deducted from the **Claim Limit**.

4. DATE OF LOSS, DATE OF TOTAL LOSS

This means the date of the accident upon which the authorised insurer for **Your Full or Light Casco Insurance** agrees to pay a claim for **Total Loss**. Before **You** accept the indemnity of **Your Full or Light Casco Insurance**, **You** should obtain **Our** consent about their offer.

5. DEFER START DATE

As part of **Our** commitment to “treat customers fairly” **You** can defer the **Start Date** of **Your** QOVER GAP insurance.

Some **Comprehensive Motor Insurance** companies offer a new for old style form of cover within the first 6, 12, 18, 24 or 36 months of **Your** new **Vehicles** lifetime.

Deferred GAP Insurance from **Us** allows **You** to start **Your Insurance Policy** on the day that this “new for old” period of **Your** motor insurer finishes.

Example:

You choose on the 10/01/2016 a one-year QOVER GAP Insurance. **Your** own **Motor Insurance** company have offered **You** new for old within the first 12 months. This cover finishes on the 09/01/2017. **You** enter **Your** details on **Our** secured system. **You** then enter the **Start Date** of **Your** QOVER GAP policy for the 10/01/2017. With a deferred policy from **Us**, **Our** coverage will start from the 10/01/2017 and terminates on the 09/01/2018.

6. DRIVER(S)

These are the persons for which the coverage of this **Insurance Contract** is granted while driving the **Designated Vehicle**.

A **Designated Driver** will be eligible for this **Insurance Contract** if he or she:

- ✓ Is at least 18 years of age at the **Start Date**; and
- ✓ Holds a valid, current European driving licence; and
- ✓ Has not had two or more than two claims in fault or partially in fault over the last 5 years preceding the purchase date of the **Insurance Policy**; and
- ✓ Has not been refused by a motor liability insurer as a driver or a policyholder over the last 5 years preceding the purchase date of the **Insurance Policy**; and
- ✓ Has not had his motor liability insurance resigned by the insurer over the last 5 years preceding the purchase date of the **Insurance Policy**; and
- ✓ Has not had any license withdrawal over the last 5 years preceding the **Purchase Date** of the **Insurance policy**; and
- ✓ Over the last 10 years preceding the purchase date of the **Insurance Policy**:
 - Has not been convicted for crimes nor fraud; and
 - Has not had any accident in fault under the influence of alcohol or any drugs causing similar effect; and
 - Had not been involved on a hit & run accident; and
 - Has not driven a vehicle while being prohibited to drive; and
- ✓ Has not any disease or disabilities or handicap that might reduce his ability to drive; and
- ✓ Agree to comply with the terms and conditions of this policy.

7. EUROTAX GUIDE

This means the car values guide published monthly by EuroTax, used for assessing vehicle values.

8. INSURANCE CONTRACT, INSURANCE POLICY, INSURANCE POLICIES

The **Insurance Contract** is the combination of these General Policy Conditions and the **Policy Schedule** signed by **Us**.

For each **Insurance Contract**, there can be only one **Insured Vehicle**.

9. INSURANCE END DATE, END DATE

The **Insurance End Date** is the earliest of the following dates:

- the termination date shown in the **Policy Schedule**;
- the date at which the **Insured Vehicle** become older than 5 years old calculated from the 1st date of registration. **We** will notify **You** by Registered Letter when the contract reaches to its end;
- the date of the **Total Loss** of the **Insured Vehicle**;
- the date of cancellation of this **Policy**;
- the date on which the **Insured Vehicle** is sold or transferred to a new owner;
- the date on which the **Insured Vehicle** is repossessed, if the **Insured Vehicle** is purchased with finance agreement;
- the date on which **You** cease to have a Liability **Motor Insurance Policy** or a **Full or Light Casco Insurance** in place covering the **Insured Vehicle**;
- the date **You** ceased to be resident in Belgium.

10. INSURANCE START DATE, START DATE

It means the commencement date shown in the **Policy Schedule**.

The coverage is automatically enabled at 00h00min00sec of the **Start Date**, excepted if **You** requested an instantaneous start. In this case, the digital insurance will start the minute after which the payment has been authorized and received. A contract always terminates at 23h59min59sec of the day of expiration (the **End Date**).

Example 1: A 1-year contract bought on 01/01/2017 at 13h59 with an instantaneous **Start Date**, will start at 14h00 on 01/01/2017 and will expire at 23h59min59sec 31/12/2017

Example 2: A 1-year contract bought on 01/01/2017 at 12h03 with a **Start Date** of 10/01/2017 will start at 00h00m00sec on 10/01/2017 and will expire at 23h59min59sec 09/01/2018

The **Start Date** can be deferred in time by the **Policyholder** to account for prevailing existing warranty on the **Vehicle**.

11. INSURED VEHICLE, VEHICLE, DESIGNATED VEHICLE,

The **Vehicle** must be registered in BELGIUM.

The **Insured Vehicle** means an eligible vehicle, being purchased by **You**, specified on the purchase invoice and declared on the **Policy Schedule** which has a maximum age of 3 years old at the **Start Date**, has covered less than 100,000 km at the **Start Date** and a **Net Invoice Price** of maximum 75,000 EUR including VAT (excepted if stated differently in the policy schedule and in any case never more than 125,000 EUR) and

including factory and dealer fitted optional extras and/or accessories to a maximum of 15,000 EUR including VAT and which are noted on the invoice. This insurance however shall not cover road fund licence, delivery charges, fuel, paintwork, upholstery protection kits, cherished number plate transfers, **Insurance Premiums**, warranty premiums, subscription charges or any other administration fees included on the invoice or any **Negative Equity**. No other vehicles are insured. A temporary replacement vehicle is therefore not insured.

The following vehicles are not eligible:

- **Vehicles** purchased since more than 6 months from the **Purchase Date** of the GAP insurance or **Vehicles** that were not protected by a **Full or Light Casco** Insurance covering 100% of its **Invoice Value** at the **Start Date**; or
- any vehicles older than 3 years old, calculated from the first registration date until the **Start Date**; or
- any vehicles that has covered more than 100,000 km at the **Start Date**; or
- any vehicles not listed in **Eurotax Guide**; or
- emergency vehicles, hire and reward vehicles (for example taxis, courier service vehicles), vehicles capable of carrying more than 8 passengers, driving schools, buses, trucks, heavy goods vehicles, motorcycles, panel vans, scooters, three wheeled vehicles, kit-cars, quad bikes, caravans or motorhomes, trailers, boats or invalid carriers; or
- any vehicles over 3.5 tonnes; or
- vehicles modified other than in accordance with manufacturers' specifications; or
- any non-authorized imported vehicle; or
- vehicles used for road-racing, rallying, pace-making, speed testing or any other competitive event or any purpose in connection with motor trade.

12. US, OUR, WE

This insurance is underwritten by Lloyd's Syndicate 1861 which is managed by AmTrust Syndicates Limited. AmTrust Syndicates Limited is registered in England and Wales under company registration number 04434499. **We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm reference number 226696). **You** can visit the Financial Services Register, which is a register of all authorised financial services firms in the UK, at www.fca.org.uk/register.

13. MARKET VALUE

The **Market Value** of the **Insured Vehicle** is the value indicated by the **Eurotax Guide** for a similar **Vehicle** than the **Insured Vehicle** at the time of loss (same make, same model, similar mileage, similar age and other similar elements). The **Market Value** is adjusted to account for former damages before the **Total Loss**. **We** or the expert from the **Claim Adjuster** are the final deciders to determine the **Market Value** of the **Insured Vehicle**.

14. MOTOR INSURANCE /FULL OR LIGHT

CASCO INSURANCE

These terms mean a **Full or Light Casco Insurance Policy** issued by an authorised insurer to **You**, insuring against the accidental loss or damage, of the **Insured Vehicle**, which is maintained throughout the **Period of Insurance**.

15. MOTOR INSURANCE SETTLEMENT

It means the amount of money received under **Your Full or Light Casco Insurance** policy following a **Total Loss** of **Your Insured Vehicle**.

16. NEGATIVE EQUITY

This term means any outstanding debt from another source transferred to the loan for **Your Vehicle** at, before or after the time of purchase of the **Insured Vehicle**.

17. NET INVOICE PRICE

This term means the price paid by **You** for the **Insured Vehicle**, not exceeding 75,000 EUR including VAT (excepted if stated differently in the policy schedule and in any case never more than 125,000 EUR) (including all factory and dealer fitted optional extras and/or accessories to a maximum of 15,000 EUR including VAT and which are noted on the invoice) and after any discount given but excluding road fund licence, delivery charges, fuel, paintwork, upholstery protection kits, cherished number plate transfers, **Insurance Premiums**, warranty premiums, subscription charges or any other administration fees included on the invoice or any **Negative Equity**.

18. PERIOD OF INSURANCE

This means the period between the **Insurance Start Date** and the **Insurance End Date**.

19. POLICYHOLDER, YOU OR YOUR

The **Policyholder** is the person (including legal person) specified on the **Policy Schedule** who has financial interest for the **Insured Vehicle**, who has been accepted for cover under the **Insurance Policy** and who has paid the **Premium** (and has not cancelled during any cooling off period). The claim pay-out will only be paid to the **Policyholder**.

To be eligible as **Policyholder** as an individual or as a legal entity, **You** must:

- be a resident in Belgium from the date of purchase until the **End Date**; and
- have a financial interest in the **Insured Vehicle**; and
- have paid the **Premium** and agreed to comply with the General Policy Conditions of this contract; and

- be responsible that the **Insured Vehicle** is always covered by a motor liability insurance and a **Full or Light Casco Insurance** during the duration of this **Insurance Policy**; and
- has not had (or for legal entity have directors that have not had) any license withdrawal over the last 5 years preceding the **Purchase Date** nor been convicted for crimes nor fraud over the last 10 years preceding the **Purchase Date** of the **Insurance Policy**; and
- The contact person for a legal entity and the **Policyholder** as an individual must be at least 18 years of age at the time of purchase of the **Insurance Contract**.

20. POLICY SCHEDULE

It means the part of this insurance that contains the details of **You**, the **Insured Vehicle**, the **Period of Insurance**, the **Claim Limit** and specific conditions and limitations.

21. PREMIUM / INSURANCE PREMIUM

Premium means the amount payable by **You** (and any taxes or charges thereon) for this coverage under this **Insurance Policy**.

22. PURCHASE DATE

The date at which **You** finalized the payment of the **Insurance Policy**. By finalizing the payment, **We** mean that the payment has been authorized and received by **Us**. Purchase is always done remotely.

23. TERRITORIAL LIMIT

The coverage is valid only in the countries specified on the **Vehicle's** international insurance liability certificate ("green card").

24. TOTAL LOSS

Total Loss means that **Your Full or Light Casco** Insurer has written off the **Insured Vehicle** as a **Total Loss**. The **Insured Vehicle** must be the subject of accidental damage, fire or theft to the extent that a claim is paid as full and final settlement under the **Motor Insurance** and the **Insured Vehicle** becomes the property of the motor insurer.

25. WEAR AND TEAR

Wear and Tear means the gradual reduction or deteriorating in operating performance and/or function of any covered part due to the age and/or the mileage and/or usage of the **Vehicle**.

What is covered under the GAP Insurance (return to invoice)

If **Your Insured Vehicle** suffers a covered **Total Loss** and is written off by **Your Full or Light Casco** insurer, **We** will pay **You** the difference between:

- The **Net Invoice Price** **You** paid for **Your Insured Vehicle**; and
- The settlement/payment made under **Your Light or Full Casco Insurer**

Up to a maximum equal to the **Claim Limit**.

The **Total Loss** must occur during the **Period of Insurance** and within the **Territorial Limits**. The claim indemnity payment might be subject to the prior return of all **Insured Vehicle** documents required by **Us** or the **Claim Adjuster**.

The recoverable tax (VAT) is not insured.

Example:

You bought a car and paid 40,000 EUR including VAT. After 3 years, the **Insured Vehicle** is written-off by **Your** Full or Light Casco insurer. **You** cannot recover any VAT element. **You** bought a RTI GAP at QOVER with a **Claim Limit** of 15,000 EUR including VAT.

Case 1: Let assume that **Your Full or Light Casco Insurance** indemnifies **You** 27,000 EUR. The difference to the invoice value is thus 13,000 EUR (= 40,000 – 27,000). **We** will pay 13,000 EUR as it is less than the maximum payout defined as the **Claim Limit** of 15,000 EUR. In total, **You** have now 40,000 EUR in **Your** pocket: 27,000 EUR from **Your** Comprehensive Motor Insurer and 13,000 EUR from **Us**.

Case 2: Let assume that **Your Full or Light Casco Insurance** indemnifies **You** 23,000 EUR. The difference to the invoice value is thus 17,000 EUR (=40,000 – 23,000). Since this difference is higher than the **Claim Limit** of 15,000 EUR **You** have chosen, **We** will pay the maximum pay-out of 15,000 EUR. In total, **You** have now 38,000 EUR: 23,000 EUR from **Your** Comprehensive Motor Insurer and 15,000 EUR from **Us**.

VAT exoneration impact

Any VAT recoverable element will not be paid. Per default, in case **You** indicate that **You** can recover VAT, the default recovery rate is set to 35% (subject to possible legal change to minimal VAT recovery rate). **We** will maximum deduct up to 50% of VAT depending on **Your** VAT regime.

Example: Let assume after a covered **Total Loss**, **We** must pay **You** 10,000 EUR excluding VAT. Let's assume **You** can recover 35% of VAT. The non-recovery part is thus 65%. **We** will pay **You**: 10,000 EUR + 65% * 21% * 10,000 EUR = 11,365 EUR.

The beneficiary

The **Policyholder** is the sole beneficiary of this **Insurance Contract**. In case of the **Policyholder's** death, the legal successors are the beneficiaries. If it turns out that the beneficiary is not the owner of the **Insured Vehicle**, **We** or the **Claim Adjuster** can delay paying the claim settlement until **We** or the **Claim Adjuster** have the legal owner's written consent or from the person entitled to do so.

Deduction and limitations

The maximum benefit amount the **GAP Insurer** will pay under any policy is equal to the **Claim Limit** which will never exceed 50.000 EUR including VAT and which includes payment of any excess **You** may have from **Full or Light Casco Insurance** up to 2,500 EUR.

We will deduct from the payment any amount deducted from the **Full or Light Casco Insurance** settlement relating to:

- the salvage value of the **Insured Vehicle** where there is no requirement to transfer ownership of the **Insured Vehicle** to the motor insurer;
- any Premium owing to the motor insurer for **Your Full or Light Casco Insurance Policy**;
- a breach of the obligations on **You** as expressed in **Your Insurance Contract** (such as the obligation to seek our consent or approval before doing certain actions and the obligation to inform us of certain events) and for which there is a causal relation with the occurrence of the **Total Loss**, as set per Art. 65 and/or Art. 76 of insurance law;
- any damage to, or the poor general condition of, the **Insured Vehicle**, immediately prior to the **Date of Total Loss**.

If **You** accept a settlement offer from **Your** motor insurer prior to or without **Our** consent, and as set under Article 76 of Insurance law, and it results in a prejudice to **Us**, **We** will deduct the amount of such prejudice from the claim payment to be made by **Us** to **You**. For example, if **Your Full or Light Casco Motor Insurer** should pay **You** the market value of **Your Vehicle** and the chosen value (applied without **Our** consent) happens to be underestimated in comparison with the actual market conditions, **We** would suffer a prejudice therefrom, in which case **We** might consider the **Market Value** of **Your Vehicle** based on the **EuroTax Guide** instead.

What is not covered

You are not covered for the following:

1. The salvage value of **Your Insured Vehicle** where **You** have not transferred ownership of the **Insured Vehicle** to **Your** Motor Insurer; or
2. Any damage to, or the poor general condition of, the **Insured Vehicle**, immediately prior to the **Date of Total Loss**;
3. Accidents not covered under the mandatory automobile **Third-Party Liability Insurance** contract or related to losses resulting in or that could result in a partial or total appeal under this same kind of contract; or
4. The VAT content of any claim if **You** are VAT registered; or
5. The loss of use of **Your Insured Vehicle** or any indirect losses that arise as a direct consequence of the **Total Loss**; or
6. When the **Driver** does not hold a license, a valid liability insurance certificate, or when he or she is unable to drive the vehicle according to Belgian law; or
7. When, at the time of the loss, the **Driver** is in an intoxicated state of more than 1.50 g/l of blood (1.5 per thousand) or 0.65 mg/l of expired air, or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner in respect of which a warning against driving has been given or when the **Driver** has refused to or withdrawn from taking a breathalyser or drug test; or
8. Delivery charges, **Insurance Premiums**, new vehicle registration fees, road tax, number plates, cherished number plate transfers, warranty costs, fuel, other extras and any amount relating to finance for any other **Vehicle** which may be included in the **Net Invoice Price**; or
9. Accessories or options that are not listed on your vehicle invoice or not part of the **Insured Vehicle** and/or to accessories and options that can be detached from the **Vehicle**, like a roof bin, bike rack, removable GPS, a removable DVD player, personal effects and items transported in the **Vehicle** (GSM, CDs, DVDs, clothing, luggage, etc.); or
10. Claims caused by or arising from:
 - a. an intentional act or **Your** wilful neglect; or
 - b. To parts of the vehicle due to **Wear and Tear**, manufacturing defect, improper maintenance, lack of lubricants or coolants or from any use contrary to the manufacturer's instructions; or
 - c. For paint corrosion from prolonged exposure to tree sap, liquid or excrement; or
11. Claims directly or indirectly caused by or contributed to or arising from ionizing radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
12. Claims arising from war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
13. If the **Insured Vehicle** was economically repairable and **You** requested and obtained cash settlement from **Your** motor insurer rather than having the remedial repairs completed;
14. Costs related to salvage costs, customs duties, towing expenses, removal and repatriation, temporary storage fees, registration fees, inspection fees, cutting costs, extinguishing costs, interior cleaning costs.

You are not covered if the **Total Loss**:

1. Is caused when the **Insured Vehicle** is driven with **Your** consent by someone who does not hold a valid driving licence or is in breach of the conditions of that driving licence; or
2. Results from **You** or any other person with **Your** consent driving the **Insured Vehicle** when intoxicated or under the influence of alcohol or drugs not prescribed by a medical practitioner or drugs prescribed by a medical practitioner where advice against driving has been given; or
3. Results from an accident, theft, act of vandalism or flood outside the **Territorial Limits** when **the Insured Vehicle** has been driven outside the **Territorial Limits** for more than 30 days in any 12 months' cover; or
4. Results from civil commotion, terrorism, riot or insurrection, war or any act incidental to war (whether declared or not); or
5. Occurs while rented or used for delivery purposes or to carry passengers for a consideration, express or implied; or
6. Is an **Insured Vehicle** owned by a garage, vehicle trader or any associated vehicle trade company;
7. Is a result of theft by any person having access to the keys of the **Insured Vehicle** resulting in **You** not receiving a full settlement under **Your Motor Insurance Policy**; or
8. Is intentionally caused by the **Policyholder**, the **Vehicle** owner, any **Drivers** of the **Insured Vehicle** or members of their family, or by the **Vehicles** occupants or with the collusion of any of these aforementioned people; or
9. Occurs during preparation or participation in pacemaking, racing, speed testing, reliability trials, reliability or skill contests, tourist or orientation rallies, or any other competitive event, or being used as an emergency vehicle or for hire or reward (e.g. a taxi or courier vehicle);
10. Occurs when driving on a circuit within or off the public roadways, even if there is no competitive element present; or
11. Relates to vehicle load or overload, to transported animals and objects and to the **Driver** and passengers' personal

items.

The benefit will not be paid if **You** do not have a **Light or Full Casco Insurance** in place from the **Start Date** until the **End Date**.

Other conditions

Transfers are not allowed

The **Policy** is not transferable to any subsequent owner of the **Insured Vehicle** nor to any other vehicle.

Our Required Consent

In order to defend at best **Our** common interest, prior to accept any indemnity from **Your** comprehensive motor insurer in case of a **Total Loss**, **You** must require **Our** consent. If **You** accept a settlement offer from **Your** motor insurer prior to or without **Our** consent, and as set under Article 76 of Insurance law, and it results in a prejudice to **Us**, **We** will deduct the amount of such prejudice from the claim payment to be made by **Us** to **You**. For example, if **Full or Light Casco Motor Insurer** should pay **You** the market value of **Your Vehicle** and the chosen value (applied without **Our** consent) happens to be underestimated in comparison with the actual market conditions, **We** would suffer a prejudice therefrom, in which case **We** might consider the **Market Value of Your Vehicle** based on the **EuroTaxGuide** instead.

Overlapping Insurance

As per Article 99 of the Belgian Insurance Law, if the risk covered by this **Policy** is also covered by any other insurance or warranty, **You** can contact any of them for compensation. **You** will then be indemnified in the limits of their respective obligations.

Early Termination due to Age of the Vehicle

The **Policy** will expire at the date at which the **Insured Vehicle** becomes older than 5 years calculated from the 1st registration date. **We** will notify **You** by registered mail that the contract **Will** be ended the day the **Insured Vehicle** reaches its fifth anniversary.

Modification of Your Vehicle

If **You** would like **Your Insured Vehicle** to be modified in any way, **You** should obtain **Our** prior approval. In the event that a modification, which was not approved by **Us**, contributes to a fault, **We** reserve the right to reject any claim **You** may wish to make in relation to that fault or to reduce the indemnity proportionally.

Documents

These General Policy Conditions, **Policy Schedule**, **Your** Application and any other written statement made by **You**, or on **Your** behalf, on which **We** or the **Administrator** or the **Claim Adjuster** have relied when accepting **Your** policy, shall constitute the entire contract between **You** and **Us**.

Communication with You

Your Policy documents and related communications will be available to **You** in the QOVER app and/or provided to **You** by email to **Your** nominated email address either as an attachment or as a secure website link. If **You** communicated **Us Your** email address and agree to not receive the documents by post mail, then each electronic communication will be deemed to be received by **You** at the time it leaves **Our** information system. **You** have the right to request a paper version of all documents.

We might always record all communication, including phone calls, in order to improve the quality of **Our** services, for training purposes or for fraud detection purpose.

Right of expertise

We or the **Claim Adjuster** reserves the right to have **Your Vehicle** inspected by an expert.

Sale, transfer, donation and replacement of the described Vehicle

When **You** replace the described **Vehicle** with a new vehicle, the new vehicle is not covered. The same applies for any kind of replacement vehicle. It is therefore necessary to establish a new contract with the characteristics of the new vehicle or replacement vehicle if **You** would like to benefit from the **GAP** coverage for it.

Disagreement over amount of damage

In case of disagreement, the amount of damage and/or the **Market Value** will be the average determined by **Our Claim Adjuster** appointed and duly mandated by **Us** and one expert appointed and duly mandated by **You**.

Failing to reach an agreement, **Our Claim Adjuster** and

You expert will choose a third expert. The three experts will decide together, but if a disagreement remains, the third expert's opinion will prevail. If one of the parties does not appoint their expert or if the two experts cannot agree on the choice of a third, the appointment will be made by the President of the Civil Court in the **Policyholder's** jurisdiction upon the request of either party.

Each party will bear their expert's costs and fees. Those of the third expert are shared equally. The experts are exempt from any legal formality.

Warning: We fight Against Fraud

If any claim made under this **Policy** is fraudulent or is intended to mislead **Us** or the **Claim Adjuster** or the **Administrator**, or if fraudulent or misleading means are used by **You** or anyone acting on **Your** behalf to obtain any payment under this **Policy**, **Your** right to any benefit under this **Policy** shall immediately end and **We** or the **Claim Adjuster** or the **Administrator** shall be entitled to recover any previous benefit paid, and any costs incurred.

Any fraud or attempted fraud toward **Us** will not only result in termination of the **Insurance Contract**, but might also be the subject of criminal proceedings based

on Article 496 of the Criminal Code. Additionally, the person involved will be included in the Datassur Economic Interest Grouping files, Square de Meeûs, 35 - 1000 Brussels, which includes all the risks specifically followed by affiliated insurers.

In case of fraudulent or intentional omission to describe the insurance risk correctly, the **Insurance Policy** will be void, **We** will keep the full **Insurance Premium** and **You** will have to return **Us** any claim payment.

Recovery of indemnity and costs

We will recover the indemnity **We** have paid from the responsible third parties. **We** subrogate the beneficiary's rights for **Our** expenses. For any damage not indemnified, the beneficiary may exercise their rights in priority.

We will not recuperate **Our** expenses from **You**, nor from anyone against whom it is not legally permitted, except when damages were intentionally caused, or in case of coverage limits, or if a liability insurance effectively covers the damages.

We are entitled to all costs recovered from third parties and procedural indemnity.

Payment

You must pay the **Premium** at the moment **You** request a coverage or an amendment (even in case of a deferred **Start Date**). The contract will never start and no amendment will be effective until **We** have received the payment of the full **Premium**.

When adding a payment card to **Your** Qover profile, the cardholder authorises **Us** to charge the card for monies that may become payable in respect of **Your Insurance Policy/policies**.

Default of payment will be managed in accordance with Art. 69, 70, 71, 72 and 73 of insurance law.

If the Card does not have sufficient funds

It is the Cardholder's responsibility to ensure that sufficient funds are available on the card when it is to be charged. The card must have sufficient funds to pay for **Your Insurance Policy/policies** when they are due and payable.

If a charge is rejected, the request for an **Insurance Contract** or an amendment will be denied and therefore **You** would not get any coverage from **Us**. **You** will receive a notification that invites **You** to use another payment solution. The **Insurance Contract** will never start before **We** have received the full payment.

Charge errors

If the cardholder believes there has been an error in charging the card, the cardholder should contact **Us** as

soon as possible so that **We** can resolve their enquiry.

If **We** find that the card has been incorrectly charged, **We** will arrange for the cardholder's Financial Institution to reverse the charge accordingly. **We** will also notify the cardholder in writing of the amount by which the charge to the card has been reversed.

If **We** find that the card has not been incorrectly charged, **We** will provide the cardholder with reasons and copies of any evidence for this finding.

Any enquiries the cardholder may have about an error made in charging the card should be directed to **Us** in the first instance so that **We** can attempt to resolve the matter. If **We** cannot resolve the matter, the cardholder may contact their Financial Institution to complete and lodge a complaint.



Changes by the Cardholder

The cardholder may change or stop charges to the card at any time by contacting **Us**. **We** must receive this notification at least 15 business days prior to the due date of the next charge to the Card (if applicable).

Alternatively, the cardholder may request a stop or cancellation by contacting their Financial Institution directly.

The cardholder must tell **Us** if they cancel the Card.

further information on **Our** privacy and information handling practices please refer to **Our** privacy policy.

The cardholder fully indemnifies **Us** against any losses, costs, damages and liability that **We** suffer as a result of false or incorrect information given to **Us** in connection with the card or anyone authorised to use the card. This indemnity continues after this agreement ends.

General

Any notice **We** are required to give the cardholder in writing will be sent to the electronic address **You** have nominated in **Your** profile.

We collect the card details in order for **Us** to manage **Your** payments and will keep these details private unless this information is required by **Us** to investigate a claim made on **Us** relating to an alleged incorrect or wrongful charge to the card, or as otherwise required by law. For

Your additional responsibilities

Code of Conduct

We encourage **You** to drive safely, carefully and courtly.

License Plate

Due to practical reason, **You** might not be in possession of the license plate of the **Insured Vehicle** at the **Purchase Date**. In such case, **You** can proceed the request to purchase the **Insurance Contract** but **You** must make all reasonable effort to communicate to **Us** the license plate before the **Insurance Start Date**. If **You** are unable to communicate to **Us** this information within 14 days after the **Insurance Start Date**, the **Insurance Contract** will be void because the insured risk is not identifiable.

Customer care

Our Obligations

From the time when the coverage applies and within the limits thereof, **We** undertake to:

- Manage the claim in the **Policyholder's** best interests
- Keep the **Policyholder** informed as the claim progresses
- Pay the indemnity as soon as possible
- Treat **You** fairly and professionally

Overview of the conflict of interests policy

QOVER SA/NV is an insurance agent doing business in the European economic region and based in Belgium.

QOVER SA/NV is potentially exposed to conflicts of interest resulting from exercising its various activities. Considering that protecting its customers' interests is a key priority, QOVER has developed a general policy to enable its administrators, directors and members of personnel to protect themselves against this risk as much as possible.

A conflict of interest is a conflict that occurs when one or more people or entities have contradictory interests that could result in a potential loss for the customer. Conflict of interest is a complex concept. It can occur between QOVER, its administrators, senior managers, employees, business providers and other service providers and subcontractors on the one hand, and its customers on the other hand, as well as among their shared customers.

QOVER SA/NV has identified potential conflicts of interest in all its activities and **You** can find **Our** conflict of interest policy on **Our** website at www.qover.be.

Disputes

The **Insurance Contract** is subject to Belgian law. Any dispute relating to the formation, validity, execution, interpretation or termination of this contract is the exclusive jurisdiction of the Belgian Courts.

Sanctions endorsement

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Privacy and Data Protection Notice

AmTrust Syndicates Ltd (the Data Controller) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process **Your** personal data, for more information please visit **Our** website at <http://www.amtrustatlloyds.com>. **We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes, for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from **Us** or which we feel may interest you. We will also use your data to safe-guard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.



We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We may transfer your personal data to destinations outside the European Economic Area (“EEA”), and **We** will ensure that it is treated securely and in accordance with the Legislation.

You have the right to ask us not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about you, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with you, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning our use of your personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

Several liability notice (Clause LSW 1001)

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any cosubscribing insurer who for any reason does not satisfy all or part of its obligations.

Compensation scheme

Amtrust Syndicates Limited is a member of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations to settle a valid claim under this policy.

Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU

Telephone: +44(0)207 741 4100. Website: www.fscs.org.uk

Changes by Us

We may vary non-essential details in these General Policy Conditions and/or the **Policy Schedule** at any time by giving **You** at least 30 days written notice.

Your cover is changed due to legislative or regulatory changes which are outside **Our** control, then **We** may not be able to give **You** 30 days' notice.