

## GREENVAL INSURANCE DAC

# MOTOR THIRD PARTY LIABILITY, DRIVER INSURANCE AND LEGAL EXPENSES INSURANCE POLICY CONDITIONS

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**In the event of discrepancy between the French and English version of the Policy, the French version prevails.**

## Section 1 – Policy Definitions

The following definitions apply:

- 1.1 Accident** means any harmful event in which the Vehicle is involved, and which may give rise to a contractual guarantee.
- 1.2 Act of Terrorism** means a violent operation organised and perpetrated for ideological, political, economic or ethnic purposes or reasons, carried out individually or by one or more groups of persons acting on their own initiative on behalf of or in connection with one or more organisations with the intention of impressing a government and/or instilling fear in all or part of the population.
- 1.3 Arval Luxembourg** or **Arval** means Arval Luxembourg S.A., vehicle leasing and fleet management company and having its registered office at 2 Rue Nicolas Bové, 1253 Luxembourg.
- 1.4 Insurer** means Greenval Insurance DAC (“Greenval” or “we”). Greenval is a private limited liability company registered in the Republic of Ireland under number 432783 and having its registered office at 2nd Floor, The Anchorage, 17-19 Sir Rogersons Quay, Dublin 2.
- 1.5 Certificate** or **Certificate of Motor Insurance** means the certificate of motor insurance document to certify the existence of the minimum compulsory insurance valid in the Territory and which describes the Policyholder’s Vehicles, who may drive the said Vehicles and the purpose for which the Vehicles may or may not be used.
- 1.6 Driver** means any employee of the Lessee, or the spouse or civil partner of a Driver, but no other persons, and who in each case qualifies as a Driver and complies with Section 6.10 below.
- 1.7 Bodily Injury** means any unintentional injury suffered by the Driver.
- 1.8 Personal Data** means personal data as defined by Regulation (EU) 2016/679 of 27 April 2016 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

- 1.9 The Claims Handler** means DEKRA CLAIMS SERVICES Luxembourg SA, MUNSBACH, Luxembourg, 12, Rue Gabriel Lippmann registered. Company registration number B.31.782. and VAT number LU 14324342.
- 1.1 Lessee** means a person who leases a fleet of Vehicles from Arval.
- 1.2 Law of 1997** means the amended law of 27 July 1997 on the insurance contract.
- 1.3 Law of 2003** means the amended law of 16 April 2003 on Compulsory Insurance against Civil Liability in respect of motor vehicles, as amended.
- 1.4 Law of 2015** means the amended law of 2015 means the Law of 7 December 2015 on the insurance sector, as amended.
- 1.5 Minibus** means a motor vehicle with between 9 and 16 (inclusive) passenger seats.
- 1.6 Passenger** means any person other than the Driver travelling in or getting in to or out of the Vehicle or any trailer or disabled mechanically propelled Vehicle attached to the Vehicle.
- 1.7 Period of Insurance** means the period measured from the Commencement Date of the Policy up to and including the expiry date and time as shown in the Policy Schedule and in the Certificate.
- 1.8 Licence** means a full licence (issued in an EU Member State) to drive a vehicle of the same class as the Vehicle type.
- 1.9 Covered Person** means each of the persons (including, but not limited to the Policyholder and the Driver) in respect of whom an indemnity is susceptible to be provided by the Insurer.
- 1.10 Policy** means the overall Motor Third Party Liability Policy, legal expenses insurance, and driver's insurance.
- 1.11 Master Policy** means the special terms and conditions of the Policy between the Insurer and Policyholder.
- 1.12 Motor Third Party Liability Policy** means the motor liability policy as set out in Section 2 of this Policy.

- 1.13 Policyholder** means Arval Luxembourg.
- 1.14 Premium** means the Premium as determined in accordance with Section 6.7.
- 1.15 Grand-Ducal Regulation of 2003** means the amended Grand-Ducal Regulation of 11 November 2003 in implementing the amended law 16 April 2003 on the compulsory motor third party liability insurance.
- 1.16 Trailer** any trailer attached to a Vehicle which is primarily constructed to be towed by a Vehicle. The trailer does not include a disabled mechanically propelled vehicle.
- 1.17 GDPR** means Regulation (EU) 2016/679 of 27 April 2016 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 1.18 Claim** means all claims or legal proceedings consequent upon the same original cause, event facts or circumstance arising during the Period of Insurance shall be regarded as one Claim.
- 1.19 Territory** means all countries whose national bureaux are contractually bound to the Bureau as defined in Article 1 letter g) of the 2003 Law, on the basis of the agreement concluded on 30 May 2002 between the national insurers' bureaux of the Member States of the European Economic Area and other associated States and its subsequent amendments.
- 1.20 Vehicle** means any motor vehicle intended for travel on land and propelled by mechanical power, but not running on rails, and any trailer, whether or not coupled, which qualifies as a Private Vehicle or Commercial Vehicle or Light Commercial Vehicle, save to the Excluded Vehicles, which is registered in Luxembourg and which (i) is owned by the Policyholder and (ii) for which the Lessee has entered into an agreement with Arval for the provision of fleet management services.
- 1.21 Excluded Vehicles** means any of the following types of Vehicles:
- Cherry Pickers;
  - Gross Vehicle Weight >3,5T;
  - Food Dispensing Van;
  - Kit Cars;
  - Right Hand Drive;
  - Minibus / Coach > 10 passenger seats;
  - Motorcycles;

Skip Truck;

Vehicle worth more than €100,000.-;

Vehicles designed or adapted for military/enforcement use;

Vehicles not designed to run on “terra firma”;

Vehicles on rails or air cushions;

Forklifts;

The above list is not exhaustive. Please refer to the General Acceptance Criteria included in the Master Policy

**1.22 Private Vehicle** means any private passenger vehicle with up to and including eight passenger seats.

**1.23 Commercial Vehicle** means a commercial vehicle with a gross weight of 3.5 tonnes or less.

**1.24 Light Commercial Vehicle** means a vehicle which is used which weighs no more than 3.5 tonnes.

**1.25 Instalment** means an instalment of the Premium, the IPT and any applicable levy.

## Section 2. Motor Third Party Liability Policy

### **Article 1 – Motor Third Party Liability Policy – Coverage**

The Insurer indemnifies the Policyholder, the Driver of the Vehicle and the Covered Person, in accordance with the provisions of Article 1, subject to the limitations, conditions and exclusions set out in the Policy, and subject to the Policyholder complying with the terms of the Policy & the Master Policy.

This Motor Third Party Liability Policy applies within the limits, conditions and exclusions provided by the Law of 1997, the Law of 2003 and the Grand-Ducal Regulation of 2003.

#### **2.1 Limit of Liability**

- 2.1.1 The liability of the Insurer is unlimited except in the cases set out below.
- 2.1.2 The liability of the Insurer for Accidents caused by Acts of Terrorism is limited to 12.5 million euros.
- 2.1.3 In addition, in the event of material damage caused by fire, flame, explosion or pollution of the natural environment, the liability of the Insurer is limited to 2.5 million euros.

#### **2.2 Trailer**

Where cover applies under Article 1, the Policy will also apply to any Trailer attached to the Vehicle at the time of the Accident.

#### **2.3 Emergency Treatment**

The Insurer will indemnify the Policyholder or the Driver as the case may be in respect of liability for emergency treatment fees (as defined by Article 64 of the Law of 1997 incurred arising out of an Accident in connection with a Vehicle in the Territory.

#### **2.4 Voluntary assistance**

- 2.4.1 Any person who, in a private capacity, provides free and voluntary on-the-spot assistance to persons injured in a traffic Accident in which an insured Vehicle is involved shall be entitled, on the part of the Insurer providing cover to the vehicle, to the reimbursement of the expenses incurred in the assistance connection up to a maximum of EUR 750.

If there is more than one Vehicle involved in the Accident, the person who assisted may address his claims to any of the companies involved. The Insurer will pay any disbursements incurred without regard to any liability of its Driver.

2.4.2 This cover is subsidiary to any reimbursement to which these persons are entitled under statutory or statutory social security provisions.

2.4.3 This cover is not available to persons who, on a professional or voluntary basis, assist as members of an aid or intervention agency.

## **Article 2 – Motor Third Party Liability – Exclusions and recovery actions**

### **2.5 Third Party Liability Exclusions**

**Without prejudice to the provisions of the Law of 1997, the Law of 2003 and the Grand-Ducal Regulation of 2003, the Insurer's liability is excluded in the following cases:**

### **2.6 General exclusions**

- i. If the Driver has caused the loss intentionally or fraudulently;**
- ii. If the Accident is caused by war or similar events and by civil war;**

### **2.7 Exclusions applicable to Motor Third Party Liability Policy**

- i. Bodily injury or property damage resulting from the direct or indirect effects of an explosion, the release of heat, irradiation, contamination resulting from the transmutation of atoms or radioactivity, or the effects of radiation caused by the artificial acceleration of nuclear particles;**
- ii. The following are excluded from the benefit of compensation:**
  - a) Any insured party whose liability is involved in the occurrence of the Claim.**
  - b) The authors, co-authors and accomplices in the theft of the Vehicle which caused the damage.**
  - c) Persons having voluntarily taken a seat in the Vehicle which caused the damage, when the insurer can prove that they knew that the Vehicle was stolen.**
- iii. Damages to property suffered by:**
  - a) the Policyholder, the Driver who caused the damage.**
  - b) the spouse of the persons mentioned in point ii.**
  - c) the parents and relatives of the persons mentioned in point ii., subject to the double condition that they live under their roof and are maintained by them;**
- iv. When a Vehicle is subject to a civil or military requisition;**
- v. Damages arising from the participation of the Vehicle in races or competitions as well as in the preparatory tests for these races and competitions. Speed, regularity or skill**



exercises, even if authorised, shall be treated as races and competitions;

- vi. **The damages caused when the Driver does not hold a valid driving licence, as prescribed by the relevant regulations. Where the Driver has failed to renew the validity of his licence in accordance with the legal requirements, this exclusion shall not apply if the driving licence thus expired was valid for the type of Vehicle driven at the time of the Claim. The licence is nevertheless considered valid:**
  - a) **when, in the event of a Claim occurring in a country where the insurance is valid, the Driver does not hold a valid driving licence prescribed by the regulations of the relevant country, but does hold a valid Luxembourg driving licence;**
  - b) **when the Driver holds a valid driving licence under the regulations of a Member State of the European Union.**

**The judicial prohibition to drive as well as the withdrawal or suspension of the driving licence resulting from an administrative decision as well as the non-observance of the restrictions (for example: “only valid for Vehicles specially adapted because of a disability”) or of the conditions (for example: “only valid with corrective lenses”) written on the driving licence are equivalent to the absence of a valid driving licence.**

- vii. **The damages caused by the Driver candidate for a Luxembourg driving licence;**
- viii. **The damages caused by Vehicles carrying inflammable, corrosive, explosive or oxidising substances, if these substances were involved either in the cause or in the seriousness of the Claim. In this case, however, a tolerance of 500 kilograms or 600 litres of oil, mineral spirits or similar products, including liquid or gaseous fuels required for the engine is allowed;**
- ix. **The damages caused in the course of the carriage of persons for remuneration which appreciably exceeds the costs relating to the registration and use of the Vehicle;**
- x. **The damages caused either to Vehicles, or to their contents, or to movable or immovable property of which the Driver is the owner, hirer, possessor, keeper or holder;**
- xi. **The damages which, without resulting from the movement of the Vehicle, is caused by the fact of the goods and objects transported or by the handling required for transport;**
- xii. **A recourse based on Article 136 of the Social Security Code (former Article 116 of the Social Insurance Code) against the Policyholder or the Driver;**

**The damages provided for in Section 2.7, v. to ix. are not enforceable against the injured parties.**

## **2.8 Excessive Passenger Numbers**

- 2.8.1 **The number of places insured must correspond to the number of places (seats) entered on the certificate of registration. The number of persons carried shall be in accordance with the provisions of the road traffic legislation. The Driver is included in the number of persons carried.**
- 2.8.2 **Non-insurance principle applies in respect of persons transported if the number of persons transported exceeds the number of places insured, in accordance with Article 7 of the Grand-Ducal Regulation of 2003. In such cases, the Insurer is only required to pay compensation and expenses in proportion to the ratio between the number of places insured and the number of persons transported.**
- 2.8.3 **The non-insurance is always unenforceable against passengers and their heirs.**

## **2.9 Right of recovery**

- 2.9.1 **The Insurer has a right of recovery against:**
- i. The Policyholder or the Driver in relation to the persons carried and their heirs against whom the non-insurance cannot be invoked as provided for in Section 2.8;**
  - ii. the Policyholder or the Driver, for Claims occurring after the expiry, cancellation, termination or suspension of the Policy or the cover but before the expiry of the period provided for in Section 6.26.4;**
  - iii. the Policyholder or the Driver, in the cases provided for in Section 6.19, b), unless the Policyholder has duly notified the Insurer of the transfer of ownership of the Vehicle;**
  - iv. in cases where the Vehicle has been driven by a person who is proven to have:**
    - a) consumed alcoholic beverages in such quantities that the alcohol content is equal to or greater than the levels set by Article 12, paragraph 2, points 1, 4 and 6 of the amended law of 14 February 1955 regulating traffic on all public roads;**
    - b) has taken drugs, narcotics or hallucinogenic substances; or**
    - c) refused after the Accident to submit to a test or a blood test or evaded them by leaving the scene of the Accident;**
  - v. in the event of an Accident caused intentionally;**
  - vi. the Driver responsible for the damage provided for in Section 2.7, v. to ix.**
- 2.9.2 **The right of recovery that the Insurer is entitled to exercise under a valid contract in force on the date of the Claim is limited to a maximum amount of 3,000 euros per Claim, when exercised against a natural person, except in the cases provided for in Section 2.7, v., viii., ix. and in Section 2.9.1 v.**

**THE EXCLUSIONS, LIMITATIONS AND RECOVERY RIGHTS OF THE PRESENT ARTICLE 2 MUST BE READ AS APPLYING PROVIDED THAT THE LEGISLATION ON**

**MOTOR THIRD PARTY LIABILITY IN FORCE IN THE TERRITORY (IN PARTICULAR THE 1997 LAW, THE 2003 LAW AND THE GRAND-DUCAL REGULATION OF 2003), SO PERMITS.**

### Section 3. Foreign Use Cover

- 3.1 The cover provided by Section 2 is limited to liability to a third party or third parties as provided in Section 2 in respect of an Accident occurring in the Territory.
- 3.2 The Driver authorizes the Luxembourg Bureau of Insurance (Bureau Luxembourgeois) and the similar office in the foreign country or anybody in lieu thereof to receive notifications, to investigate and settle on his behalf any Claim which involves his liability to third parties in accordance with the law on compulsory insurance of that foreign country.
- 3.3 The Insurer will cover bail if the driver is jailed due to an Accident, will also provide a deposit if it is required to release the insured Vehicle or if a deposit is required to indemnify the Third Party. If such payment has been raised by the Driver, the Insurer will confirm cover in place or, if required, reimburses the Covered Person. In such case the limit of indemnity is 12 500 euros.

## Section 4. Legal Expenses Insurance

### Article 1 – Legal Expenses Insurance – Coverage

#### 4.1 Purpose & Scope of Insurance

The Insurer shall, subject to special conditions and additional Premium cover the payment, up to a maximum of €10,000, of the costs and fees of all procedures, investigations, expert opinions and proceedings following a traffic Accident in which the Vehicle designated under the special conditions of the Policy is involved:

4.1.1 In the event of criminal proceedings against:

- a) the Policyholder / Driver of the Vehicle;
- b) any other person expressly or tacitly authorised by the owner to drive the Vehicle;

4.1.2 The Insurer will cover bail if the Driver is jailed due to an Accident. The Insurer will also provide a deposit if it is required to release the insured Vehicle or if a deposit is required to indemnify the third party. If such payment has been raised by the Driver, the Insurer will confirm cover in place or, if required, reimburses the Covered Person. In such case the limit of indemnity is €12,500.

### Article 2 – Legal Expenses Insurance – Exclusions

#### 4.2 Exclusions

4.2.1 The following exclusions apply:

- i. **The exclusions referred to in Sections 2.56 to 2.8;**
- ii. **In the event of criminal proceedings, fines, criminal transactions and the costs and expenses of criminal proceedings are always excluded from the cover;**
- iii. **The Insurer is not obliged to pay the fees and charges relating to legal proceedings for the recovery of sums of less than €123 ;**
- iv. **The Insurer is not liable for the legal expenses exceeding the amount resulting from a fee agreement between the Driver and the lawyer mandated by the Policyholder or the Driver;**
- v. **The expenses incurred by a third party which shall or should have supported such expenses if the Driver was not covered by the present legal expense insurance ;**
- vi. **If the legal expenses are in relation with:**
  - a) **Acts of war, acts of terrorism or boycott, war or civil disturbance, strikes or lock-out;**

- b) Nuclear, chemical, natural disaster;
  - c) Games or bets or other random and speculative games;
  - d) Bankruptcy proceeding or judicial redressing opened against the Policyholder.
- vii. **Litigation proceedings concerning the present legal expenses insurance that the Policyholder has concluded with the Insurer and proceedings against the Insurer concerning the driver cover insurance and the Motor Third Party Liability Policy.**

#### **4.3 Rights and obligations in the event of a Claim**

- 4.3.1 The Driver and/or the Policyholder are obliged to take all necessary measures to keep the Insurer informed of the procedures envisaged and to enable it to carry out its obligations effectively.
- 4.3.2 In all cases where a lawyer is appointed to defend, represent or serve the interests of the Driver and/or the Policyholder, the latter has the freedom to choose their representative. The Driver and/or the Policyholder or the lawyer should inform the Insurer of any initiative taken as a result of direct contacts between them.
- 4.3.3 Where the Driver and/or the Policyholder choose a lawyer who is not a member of a bar in the country where the case is to be heard in court, the Insurer limits its intervention to the usual fees and charges applicable in the country where the case is to be heard.
- 4.3.4 Where the Driver and/or the Policyholder wish to change their lawyer after the lawyer originally chosen by them has already begun the management of the case, the Insurer will only meet the costs and fees that would result from the intervention of a single lawyer. However, this limitation does not apply if the intervention of another lawyer is justified for reasons that do not depend on the will of the Driver and/or the Policyholder.
- 4.3.5 Covered Persons may freely choose a lawyer whenever a conflict of interest arises between them and the Insurer or, where appropriate, the Claims settlement office referred to in Article 181(3) of the Law of 2015 (i.e., the Claims Handler).
- 4.3.6 In all cases, the Driver and/or the Policyholder shall comply with the directions of the Insurer with regard to appearance at hearings, objections or appeals to be lodged and all measures to be taken for the effective management of the trial. They also undertake to supply all the information, to give it all the necessary powers and to forward to it on receipt all notices, notices, summonses, quotations, etc. relating to the Claim.
- 4.3.7 If, with fraudulent intent, the Driver and/or the Policyholder have not fulfilled the above obligations, they will be deprived of the benefits of the insurance. If, in the absence of any fraudulent intention, the Driver and/or the Policyholder have not complied with those obligations and the Insurer is thereby prejudiced, the latter is entitled to claim a reduction in its benefit, up to the amount of the damage suffered.

#### **4.4 Action against liable third parties**

In cases of recourse against liable third parties, the Driver and/or the Policyholder

themselves determine the amount of the sums to be claimed while making available the supporting documents. The Insurer is prohibited from conducting any transactions without their prior authorization.

#### **4.5 Refusal or cessation of intervention**

- 4.5.1 The Insurer can refuse and cease its intervention when it considers in law or makes an untenable Claim or a useless trial, and especially when it considers the transactional offers of a responsible third party to be reasonable.**
- 4.5.2 The Insurer can also refuse to intervene when information received confirmed that the third party is insolvent.**
- 4.5.3 In the event of a conflict of interest between the Driver and/or the Policyholder and the Insurer or of disagreement as to the settlement of the dispute, the Insurer shall inform the Driver and/or the Policyholder of the right of the possibility of recourse to the arbitration procedure referred to in Section 4.5.4.**
- 4.5.4 In the event of a difference of opinion between the Insurer and the Driver and/or the Policyholder as to the attitude to be adopted in order to settle the dispute, without prejudice to the right to bring proceedings before the courts provided for by law, the dispute shall be submitted to the arbitration proceedings as governed by articles 1224 et seq. of the New Code of Civil Procedure. The appointment of the arbitrators and the conduct of the proceedings shall take place in accordance with the aforementioned provisions. Jurisdiction is conferred on the President of the District Court of and in Luxembourg for the settlement of any difficulties encountered in the execution of the arbitral proceedings.**

#### **4.6 Subsidies**

Where, for the Civil Liability cover, the contract provides for the allocation of a Premium for the absence of a Claim, the intervention of the Insurer under this legal expenses insurance shall not deprive the Policyholder of his right to that Premium.

## Section 5. Driver Insurance

### Article 1 – Driver’s insurance – Coverage

#### 5.1 Scope of Insurance

- 5.1.1 The Insurer shall, within the contractual limits laid down in this Policy and irrespective of the liability incurred, compensate for bodily injury suffered by the Policyholder or the Driver and/or the heirs for his/her death as a result of an Accident.
- 5.1.2 The compensation shall be determined in accordance with the rules of ordinary Luxembourg law and as if the Accident had occurred in the Grand Duchy of Luxembourg. Benefits paid or payable by third parties (social security or similar bodies, employers, etc.) will be deducted from the compensation due by the Insurer. The Driver undertakes to reimburse the Insurer for any benefit received after compensation by the Insurer. If the Driver is not liable or is liable only in part, the compensation shall be converted into an advance recoverable in whole or in part by a right of recovery against a third party liable, the Insurer being subrogated to the rights and actions of the Covered Person. Whenever the amount received by the appeal board is less than the advance payment, the Insurer undertakes not to seek reimbursement of the difference. Whenever the compensation received by way of a right of recovery against the liable third party is less than the advance, the Insurer undertakes not to request reimbursement of the difference.
- 5.1.3 The cover is also given to the Driver at the time when the latter enters the Vehicle or exits from it, loads or discharges baggage or personal effects on or in the Vehicle, participates in repairs or repairs to the Vehicle, provides, in a private capacity, voluntary assistance to persons injured in an Accident, is the victim of a “carjacking”, i.e., if the Driver is, by means of physical violence, threats or tricks, dispossessed of his car when stationary or in circulation, and is the victim of a “homejacking”: i.e., theft committed by means of physical violence, threats or fraud, i.e. material and external acts intended to mislead a person, performed with a view to inspiring confidence or credibility and supporting a false statement.
- 5.1.4 The Insurer will indemnify the Policyholder or the Driver as the case may be in respect of liability for emergency treatment fees (as defined by Article 64 of the Law of 1997) incurred arising out of an Accident in connection with a Vehicle in the Territory.

#### 5.2 Intervention case

The Insurer shall act under this cover, and without prejudice to the exclusions of these conditions, when the Policyholder or the Driver has suffered a bodily injury or death as a result of an Accident caused by other road users, his own (non-voluntary) behaviour or that of passengers, as well as by vehicle failures.

### **5.3 Insured amount**

The cover shall be granted, by Accident, up to the amount of the insured sum indicated in the special conditions; this amount shall include any interest, costs, costs, fees and advances of any kind. However, in the event of failure to comply with the regulations on the compulsory use of safety belts, the amount of the sum insured and the compensation due shall be reduced by one third, if the injuries suffered by the Covered Person are the cause of the failure to comply with this obligation. The onus is on the Insurer to demonstrate that the regulations governing the use of safety belts have been infringed.

### **5.4 Damage Payments**

Damages paid to the Policyholder or the Driver and/or their heirs include, but are limited to, the following:

#### **5.4.1 Death**

In the event of death resulting from the Accident occurring immediately or within a maximum period of three years after the Accident:

- a) Pecuniary loss suffered by the heirs,
- b) The moral prejudice by the heirs,
- c) Funeral expenses of the Policyholder of the Driver.

#### **5.4.2 Bodily Injury**

In case of bodily injury:

- a) Pecuniary loss resulting from temporary partial or total invalidity, economic damage resulting from permanent partial or total invalidity, the assistance of a third person made necessary by permanent injury;
- b) Processing costs;
- c) Prosthetic expenses;
- d) Clothing damage resulting from bodily injury;
- e) House transformations necessitated by the permanent impairment of physical integrity;
- f) Aesthetic damage;
- g) Sexual harm;
- h) Moral damage.

All such damage shall be covered up to the amount fixed amount set out in the Policy conditions.

In the event of death subsequent to the payment of compensation for permanent injury, the amount of compensation shall be deducted from the cover benefit in the event of death.

### **5.5 Claims Declaration**



- 5.5.1 The Policyholder or the Driver and/or his heirs must, as soon as possible and at the latest within eight days of its occurrence, give notice to the Insurer of the Claim. If this is not possible, the Insurer should be notified as soon as possible. The declaration shall be accompanied by a medical certificate drawn up by the doctor or doctors: who treated the Policyholder or the Driver, who certified the death of the Policyholder or the Driver and specifying the causes and nature of the bodily injuries suffered and their probable consequences.
- 5.5.2 Where the declaration is not completed within the expected timeframe, the Covered Person shall forfeit any right to compensation if the Insurer is no longer able to carry out the medical checks provided for or, if necessary, to determine the exact circumstances and consequences of the Accident.
- 5.5.3 The Policyholder or the Driver and/or his heirs must provide the Insurer with all relevant information without delay and respond to requests made to the Insurer to determine the circumstances and the extent of the Claim.
- 5.5.4 In the event of failure to comply with those provisions and if the result is damaging to the Insurer, the latter is entitled to bring an action against the Policyholder or the Driver and/or his heirs to the extent of the damage suffered. Where, with fraudulent intent, the Policyholder or the Driver and/or his heirs have failed to perform their obligations, the action brought by the Insurer shall relate to all the sums paid by it in connection with the Claim.

## **5.6 Claims Obligations**

- 5.6.1 The Policyholder or the Driver must:
- Provide the Insurer, within 10 days of its request, with any other information or medical certificates relating to the Accident, the progress of treatment, the present or previous state of health of the Policyholder or the Driver;
  - Enable and facilitate the verification of declarations made to the Insurer;
  - Be subject to any checks by the doctors designated by the Insurer, whenever the Insurer deems it appropriate, on the understanding that the Policyholder or the Driver may be assisted by their attending physician.
- 5.6.2 For these checks, the Policyholder's or the Driver's travel expenses incurred by public transport and the doctors' fees of the Policyholder or the Driver are covered by the latter.
- 5.6.3 In the event of the death, all these obligations are incumbent on his heirs. The Insurer expressly reserves the right to have the body of the deceased Policyholder or Driver examined under the conditions laid down by law, and to delegate his doctor to any judicial expert's report on the declared Accident.
- 5.6.4 The Policyholder or the Driver must expressly authorise his doctors to communicate to the doctor designated by the Insurer, all the information they possess concerning his health.

## **5.7 Indemnification**

- 5.7.1 Damages are fixed by mutual agreement between the Insurer and the Policyholder or the Driver or his heirs, on the basis of the certificates produced. In the absence of such a regulation, they are assessed by two medical experts, one appointed by the Insurer and the

other by the Policyholder or the Driver or his heirs, who receive the task of determining and fixing the amount of the damage, which they will record in a joint written, reasoned and quantified report. Where necessary, this collage of medical experts may be extended to include calculating experts, in the same way.

- 5.7.2 In the event of persistent disagreement, a third expert, with whom they shall proceed jointly by a majority of votes, shall join the experts. Experts are not required to resort to judicial proceedings. If one of the parties fails to appoint its expert or if the two experts fail to agree on the choice of the third expert, the appointment shall be made by way of interim measures. Each party shall bear the costs and fees of its own expert and half of those of the third expert.

## **5.8 Settlement of Damage**

- 5.8.1 Payment of any compensation shall be made within 30 clear days of the agreement of the parties duly established by the receipt of compensation. If payment is not made within the period indicated, the amount due will generate interest at the statutory rate from the 31st day. If that payment is opposed, that period shall run only on the day on which the opposition is released. Where the amount of the Claim cannot be definitively fixed three months after the occurrence of the Claim, the Insurer shall pay the amount corresponding to the processing costs incurred during the period and not borne by a third-party payer, as well as a provision for compensation to be credited against the final loss.
- 5.8.2 In the scenario of a reduction in the benefit and recovery of the sums already paid by the Insurer, the Covered Person undertakes:
- a) not to claim from the Insurer the amounts to which they have already been compensated by third parties;
  - b) to immediately notify the Insurer of any proposal for talks, negotiations, transactions, amicable or judicial expertise from the third party responsible, from its Insurer or from any other body, in order to enable the Insurer to participate therein.

## **5.9 Subrogation**

The Insurer shall be subrogated to the extent of the indemnities paid to all the rights vis-à-vis the third parties responsible for the loss and the Policyholder or the Driver and/or his heirs shall be liable for any act prejudicial to the rights of the Insurer against the third parties liable. Under no circumstances may subrogation be detrimental to the Policyholder, the Driver and/or their heirs who have received only partial compensation; they may exercise their rights for the remainder and retain in this respect the preference on the Insurer, in accordance with Article 1252 of the Civil Code.

## **Article 2 – Driver’s insurance – Exclusions**

### **5.10 Exclusions**

- 5.10.1 **The exclusions of Sections 2.5 to 2.8 apply from the general conditions of Motor Third**

**Party Liability Policy.**

**5.10.2 Additional excluded Accidents which are proven to occur in the following circumstances:**

- a) When the Driver is under the influence of drugs, narcotic drugs or hallucinogens, when the Driver has consumed alcoholic beverages in quantities such that the blood alcohol level is at least 1.2 g per litre. The same applies when he refused, after the Accident, to undergo a test or a blood test or withdrew from it by departing from the place of the Accident;**
- b) Where the Accident is the result of notoriously reckless acts, bets or challenges;**
- c) Where, one year after the conclusion of the Policy or the re-entry into force of the Policy (further to a suspension), the Accident resulted from a suicide or suicide attempt;**
- d) When the Driver does not satisfy the conditions laid down by Luxembourg law and regulations for driving a Vehicle (driver who does not hold a valid driving licence, prescribed by the relevant regulations; Driver with an expired driving licence, etc.);**
- e) Where the Driver is a mechanic or a person engaged in the sale, repair, repair or repair of motor vehicles, the operation of petrol stations, car parks, car washing stations or the supervision of the proper functioning of vehicles, and where the Vehicle has been entrusted to them in the course of their professional activity. This exclusion extends to their servants;**
- f) When a medical certificate indicates that the Driver was not in possession of all his mental faculties at the time of the damage and that this state is causally related to the damage;**
- g) When learning to drive a Vehicle;**
- h) When the Accident is the result of a declared or undeclared war, civil riots, earthquakes or other cataclysms.**

## Section 6 – Administrative Provisions of the Policy

### Article 1 – Administrative provisions of the Policy – General Information

#### 6.1 Basis of Contract

The rights and obligations of the contracting parties are governed by the Master Policy and the Policy.

#### 6.2 The Insurer

The Insurer is Greenval Insurance DAC (“Greenval” or “us” or “we” or the Insurer). Greenval is a private limited company registered in the Republic of Ireland, its registration number is 432783 and its registered office is at 2<sup>nd</sup> Floor, The Anchorage, 17-19 Sir Rogersons Quay, Dublin 2. We are authorised and regulated by the Central Bank of Ireland, in Ireland registration number C45741 and by the *Commissariat aux Assurances*, CAA under the free provision of services basis, in accordance with Articles 143 to 145 of the Law of 2015.

#### 6.3 Claims Handler

DEKRA CLAIMS SERVICES Luxembourg SA, MUNSBACH, Luxembourg, 12, Rue Gabriel Lippmann.

Company registration number B.31.782. and VAT number LU 14324342

#### 6.4 The Policy and Definitions

The Policy consists of:

- a) The Policy conditions detailed within this Policy;
- b) Any endorsement to the Policy from time to time;
- c) The Master Policy which amongst other things sets out the Premium per calendar year with the required Insurance Premium Tax and any applicable levy's;

The definitions in the Policy where they appear this Policy and any Endorsement shall have the same meaning as in the Policy or as prescribed by law.

The Policy is produced by Greenval Insurance DAC.

## **6.5 Please read this Policy**

It is important that the Policyholder reads the Policy to ensure that the Policyholder (or as the case may be, the Driver) understands it and that it meets their requirements and needs, and as the case may be, inform the Driver accordingly.

## **6.6 The Policyholder, the Territory and the Period of Insurance**

- 6.6.1 The Policyholder is the person defined as such in the Master Policy.
- 6.6.2 The Policy is valid in all countries whose national bureaux are contractually bound to the Bureau defined in Article 1 letter g) of the 2003 Law, on the basis of the agreement concluded on 30 May 2002 between the national insurance bureaux of the Member States of the European Economic Area and other associated States and its subsequent amendments. The Motor Third Party Liability Policy extends to the non-European countries specified on the green card.
- 6.6.3 The Commencement Date of the Policy (but subject to the conditions of this Policy) is the date indicated in the Master Policy.

The Period of Insurance is the twelve-month period from 12 AM on the Commencement Date, specified in the Master Policy. Greenval reserves the right to modify the Premium in accordance with Section 6.7.4 of this Policy. The new Premium, Motor Third Party Liability Policy and any applicable levy together with the new Policy will be notified to the Policyholder thirty days prior to the anniversary of the Commencement Date. Unless receipt of contrary instructions from the Policyholder prior to the anniversary of the Commencement Date, the Policy will renew at the new Premium terms, subject to timely receipt of the Premium, the Premium Insurance Premium Tax and any applicable levy in accordance with Section 6.7 of this Policy.

## **Article 2 – Administrative provisions of the Policy – Policy conditions**

### **6.7 The Premium Insurance Premium Tax and any Levies**

- 6.7.1 The Premium is calculated as an annual payment and is the amount determined by the Insurer by reference amongst other things to the number of Vehicles covered and the types of cover purchased by the Policyholder. The Insurer will add to the Premium, Insurance Premium Tax (IPT) at that rate which it is obliged to charge to the Policyholder and any levy imposed on the Insurer by any government or governmental authority in Ireland or Luxembourg. The Premium, the IPT and any applicable levy, is payable by the Policyholder in monthly instalments and within 15 working days of the date of the invoice.
- 6.7.2 The Premium, Premium tax and any applicable levy will be collected by Greenval Insurance DAC via Arval Luxembourg.

- 6.7.3 Where the Policyholder does not pay an Instalment on the due date, the Insurer shall be entitled to give the Policyholder thirty (30) working days stating that the Policy will be suspended if the Instalment is not paid within that period or within such period, in the form and as provided in the Law of 1997.
- 6.7.4 The Premium may be modified by the Insurer in which case the Policyholder undertakes to pay the modified Premium, Insurance Premium Tax and any applicable levy as provided in that Section.

## **6.8 Compliance with the Policy and the law**

The Policyholder undertakes to comply during the Period of Insurance with all the provisions including conditions of the Policy and all laws and regulatory requirements applying to the Policyholder, including the Luxembourg Data Protection Act (Regulation (EU) 2016/679 of 27 April 2016 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) as amended and all laws and applicable regulatory requirements related to the Policyholder's operation and use of the Vehicles and further undertakes not to do any act or thing which would cause the Insurer to be in breach of the terms of the Insurer's authorisation, any applicable law or any regulatory requirements.

## **6.9 Policy Compliance**

The Covered Person will indemnify the Policyholder and/or the Driver, subject to the Policyholder complying with the terms of the Policy and subject to the Policy's limitations, conditions and exclusions.

## **6.10 Drivers**

- 6.10.1 It shall be a condition of the Motor Third Party Liability Policy, legal expenses insurance, and the Driver cover insurance that each Driver holds a valid driving license as prescribed by the relevant regulations.
- 6.10.2 The judicial prohibition to drive as well as the withdrawal or suspension of the driving licence resulting from an administrative decision as well as the non-observance of the restrictions (for example: "only valid for Vehicles specially adapted because of a disability") or of the conditions (for example: "only valid with corrective lenses") written on the driving licence are equivalent to the absence of a valid driving licence.
- 6.10.3 An exception is made to the case where the Driver has failed to renew his licence in accordance with the legal requirements, this exclusion shall not apply if the expired licence was valid for the type of Vehicle driven at the time of the expiration. The licence shall nevertheless be deemed to be valid:

- a) when, in the event of a Claim occurring in a country where the insurance is valid, the Driver does not hold a valid driving licence prescribed by the regulations of the relevant country, but is nevertheless the holder of a valid Luxembourg driving licence;
- b) when the Driver holds a valid driving licence under the regulations of a Member State of the European Union.

The Driver must not be a candidate for a Luxembourg driving license.

### **6.11 Motor Insurance Database**

6.11.1 Information in relation to the Policy and other Information as required by law will be provided initially by the Insurer to the Motor Insurance Database (MID) run by the Motor Insurers Bureau Luxembourg (Bureau Luxembourgeois).

6.11.2 The MID may be consulted by:

- a) The police for the purposes of establishing whether a Driver's use of the Vehicle is likely to be covered by a motor insurance policy and or for the preventing and detecting of crime; or
- b) Persons including a Claim in respect of an Accident (including citizens of other countries) may also obtain relevant information which is held by the MID.
- c) If the Policyholder is advised by the Insurer, that it is the Policyholder's responsibility to upload and maintain Vehicles details on the MID, then the Policyholder undertakes to update the MID immediately upon any change's additions or deletions to the Policyholder's Vehicles Schedule on the MID. The Policyholder may be liable to a fine for failing to comply with Road Traffic legislation.

### **6.12 Vehicles**

The Policy covers any Vehicles as defined below subject to the terms, limitations, conditions and exclusions of the terms and conditions of the Policy.

### **6.13 Applicable law and jurisdiction**

This Policy is governed by the Laws of Luxembourg. Any litigation relating or arising under or pursuant to the rights and obligations of this Policy shall be subject to the exclusive jurisdiction of the Luxembourg courts.

### **6.14 Term and termination**

The Term of the Policy is applicable during the periods detailed in the Master Policy and subject to the rights of termination detailed in Section 6.20 of the present Policy.

### **6.15 Conflict**

6.15.1 In the event of any conflict between the terms of the Master Policy and the Policy Conditions, then the provisions of the Master Policy shall apply to the extent of any conflict.

6.15.2 In the event of discrepancy between the French and English version of the Policy, the

French version prevails.

## **6.16 Material Facts upon inception and during the contract**

- 6.16.1 The Policyholder must declare exactly, at the inception of the Policy, any and all circumstances of which the Policyholder is aware of and that he reasonably considers as constituting for the Insurer an element of assessment of the risk. The Policy and the Premium is fixed upon the declarations provided by the Policyholder.
- 6.16.2 When the intentional omission or inaccuracy in the declaration misleads the Insurer with regard to the elements of assessment of the risk, the Policy is null and void. Premiums due up to the time when the Insurer became aware of the intentional omission or inaccuracy are due to the Insurer.
- 6.16.3 If the Insurer becomes aware of a non-intentional omission or inaccuracy, the Insurer, within one month of becoming aware of the omission or inaccuracy, suggests to amend the Policy, with effect from the day it became aware of the omission or inaccuracy. If the proposal of amendment is refused by the Policyholder or, if one month after the receipt of such proposal, the latter has not been accepted by the Policyholder, the Insurer is entitled to terminate the Policy within a fifteen (15) days period.
- a) If the Insurer proves that it would never have insured the risk, it may cancel either the cover concerned or the entire Policy within one month of the day on which it became aware of the inaccuracy or omission.
  - b) If the Policyholder cannot be held responsible for the omission or inaccurate declaration and if a Claim occurs before the amendment to the Policy or the cancellation takes effect, the Insurer will provide the agreed benefit.
  - c) If the Policyholder can be blamed for the omission or misrepresentation and if a Claim occurs before the amendment to the Policy or the cancellation takes effect, the Insurer is only obliged to provide a benefit in the ratio of the Premium paid to the Premium that the Policyholder would have had to pay if he had duly declared the risk. However, if at the time of a Claim, the Insurer provides proof that he would never have insured the risk whose true nature is revealed by the Claim, his benefit is limited to the reimbursement of all the Premiums paid.
- 6.16.4 During the course of the Policy, the Policyholder must declare any lasting and significant change in circumstances that may have an impact on the risk of occurrence of one of the events insured by the guarantee(s).
- a) In the event of a reduction of risks, provided the Insurer would have consented to cover on different terms if this reduction had existed at the time of subscription, the Policyholder is entitled to request a reduction of the Premium from the day the Insurer has become aware of the reduction of the risk. If no agreement is reached on the new Premium within one month of the request by the Policyholder, the Policyholder is entitled to terminate the Policy.
  - b) In the event of a worsening of the risks such that the Insurer would only have granted



cover on different terms if this worsening had existed at the time of subscription, the Insurer shall propose, within a period of one month from the date on which he became aware of the worsening, the modification of the Policy with retroactive effect to the date of the worsening.

If the proposed amendment to the Policy is refused by the Policyholder, or if, at the end of a period of one month from receipt of this proposal, it is not accepted, the Insurer may cancel either the cover concerned or the entire Policy within 15 days. If the Insurer provides proof that it would never have insured the aggravated risk, it may cancel either the cover in question or the entire Policy within one month of becoming aware of the aggravation.

6.16.5 The Policyholder will as the case may be inform the Driver of the above obligations.

### **Article 3 – Administrative provisions of the Policy – End of the Policy**

#### **6.17 Suspension of cover**

6.17.1 If the Premium is not paid within ten days of its due date, and regardless of the Insurer's right to take legal action to enforce the agreement, the Policy may be suspended by the Insurer at the end of a period of at least thirty days following the sending of a registered letter to the last known address of the Policyholder.

6.17.2 The suspension of the Policy does not affect the Insurer's right to claim Premiums that fall due in the future, provided that the Policyholder has been given formal notice in accordance with section 6.17.2. In this case, the formal notice reminds the Insurer of the suspension of cover. However, the Insurer's right is limited to the Premiums relating to two consecutive years. A Policy suspended for more than two years is automatically terminated.

6.17.3 The Policy which has not been terminated shall resume its effects for the future, on the day after midnight of the day on which the Insurer has received payment of the Premium due which was the subject of the formal notice and those which fell due during the period of suspension, as well as, where applicable, the costs of prosecution and recovery.

#### **6.18 Cancellation of the Policy**

6.18.1 The Insurer's registered letter or notification must include formal notice to the Policyholder to pay the premium due, stating the due date and the amount of the Premium and indicating the consequences of non-payment on expiry of the period referred to in 6.17.

6.18.2 The Insurer may cancel the Policy in case of non-payment of the Premium following a notice of default. The cancellation will only take effect after the period stipulated in the notice of default has expired. This period may not be less than thirty days, counting from the day from the day after service or dispatch of the registered letter. The cancellation will take effect from the day following the day on which the period ends, without prejudice to

the coverage of an insured event which occurred before that date.

6.18.3 If the Insurer has not cancelled the Policy in the same notice of default, cancellation may only take place after a new notice of default has been issued.

### 6.19 Automatic Suspension

The contract is automatically suspended:

- a) If ownership of the insured Vehicle is transferred. The suspension shall take effect from midnight of the day of the transfer of ownership. The Policyholder must immediately inform the Insurer of the transfer of ownership. The Policyholder is also required to cancel the vehicle certificate of insurance.
- b) However, in the context of Motor Third Party Liability Policy, the Insurer shall remain liable towards the Third Party if the damage was caused while the Vehicle was in circulation even unlawfully under cover of the certificate of insurance or the document in its stead drawn up in the name of the former owner, up to the terms laid down by Luxembourg legislation in relation to civil liability insurance.

### 6.20 Optional Termination

#### 6.20.1 Termination by the Policyholder

Art.	Termination rights	Notification time to terminate	Effect of termination
a)	Each year on the Policy renewal date (1)	at least 30 days before the annual renewal date	at 00.00 hours of the renewal date
b)	On the tacit renewal date	at least 30 days before the date of tacit renewal	at 00.00 time of the date of tacit renewal
c)	If the Insurer has terminated one or more covers included in the Policy	within one month of the notification of termination by the Insurer	one month from the day following the notification by the Policyholder of the termination of this contract
d)	In the event of a change in insurance conditions and/or a tariff increase, under the conditions.	60 days from the notification of contractual adjustment by the Insurer	at 00.00 hours of the renewal date
e)	In the absence of agreement on the new Premium in the event of a significant and lasting reduction of the risk.	within the following month: <ul style="list-style-type: none"> <li>- The notification by the Insurer of its refusal to reduce the Premium,</li> <li>- At the end of one month following the Policyholder's</li> </ul>	one month from the day after the notification of the termination

		request for a reduction if parties have not been able to agree on the new Premium	
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The Policyholder or the Driver shall also have the right to terminate the Motor Third Party Liability Policy every year on the anniversary date of the commencement of the contract, where that date is different from the annual expiry date of the Premium.

#### 6.20.2 Termination by the Insurer

Art.	Termination rights	Notification time to terminate	Effect of termination
a)	Each year on the Policy renewal date (1)	at least 60 days before the annual renewal date	at 00.00 hours of the renewal date
b)	On the tacit renewal date	at least 60 days before the date of tacit renewal	at 00.00 time of the date of tacit renewal
c)	After an indemnified Claim	in the month of the first payment of the Claim	within one month of the notification of the termination
d)	Fraudulent failure of the Policyholder to fulfil their obligations in the event of a Claim	in the month of discovery of the fraud	upon notification of termination
e)	In the event of unintentional omission or inaccuracy in the description of the risk at the conclusion of the contract, or in the event of aggravation of the risk during the course of the contract: <ul style="list-style-type: none"> <li>▪ If the proposal to amend the contract made to the Policyholder is refused or not accepted within one month;</li> <li>▪ If the Insurer proves that it would never have insured the risk</li> </ul>	<ul style="list-style-type: none"> <li>▪ within 15 days:</li> <li>▪ Refusal on the part of the Policyholder;</li> <li>▪ The end of the cooling-off period of one month, without the Policyholder having declared his acceptance of the proposal;</li> <li>▪ one month from the day on which the Policyholder becomes aware of the omission, inaccuracy or aggravation of the risk</li> <li>▪</li> </ul>	<ul style="list-style-type: none"> <li>▪ one month from the day following the notification of the termination</li> <li>▪ one month from the day following the notification of the termination</li> </ul>

f)	In the event of the death of the Policyholder/Driver of the insured Vehicle	within three months of the date on which the person died	one month from the day following the notification of the termination
g)	In the event of bankruptcy or any similar insolvency incident against the Policyholder	within one month of the expiry of a period of three months after the declaration of bankruptcy or a similar measure	one month from the day following the notification of the termination
h)	In the event of non-payment of the Premium following formal notice	The period specified in the formal notice may not be less than thirty days from the day after service or dispatch of the registered letter	Termination will take effect on the day following the date on which the period ends, without prejudice to cover for a covered event occurring before that date.

The Insurer may terminate the Motor Third Party Liability Policy insurance annually only on the yearly renewal date.

#### 6.20.3 Termination by the heirs of the Policyholder

Art.	Termination rights	Notification time to terminate	Effect of termination
a)	If the Policyholder dies.  If termination is not requested, the contract shall continue without further formalities on behalf of the heirs who remain jointly and severally liable for the obligations arising from the insurance, until the transfer of ownership of the insured Vehicle or its registration to another name	within three months and forty days of the Policyholder/Driver's death	within one month from the day following notification of termination

#### 6.20.4 Termination by the bankruptcy receiver

Art.	Termination rights	Notification time to terminate	Effect of termination
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a)	In the event of bankruptcy event against the Policyholder.	within three months of the expiry of a period of three months after the declaration of bankruptcy or a similar measure	within one month from the day following notification of termination
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**6.20.5 Forms of Termination**

The Policyholder can cancel the contract by registered letter at the post office, by deed of bailiff or by delivery of the registered notice of termination.

**6.20.6 Reimbursement of Premium in case of Termination**

Where the Policy is terminated for any reason, the Premiums paid in respect of the insurance period after the date on which the termination takes effect shall be reimbursed within 30 days of the date on which the termination takes effect. Beyond this term, interest at the statutory rate is automatically payable.

**6.21 Notifications**

All notifications from the Insurer to the Policyholder should be sent to the last known domicile of the Policyholder. Notifications by the Insurer must be made at its registered office.

**Article 4 – Administrative provisions of the Policy - Miscellaneous**

**6.22 Prescription**

- 6.22.1 The limitation period for any action arising from the Policy is three years. The period runs from the date of the event giving rise to the action.
- 6.22.2 The period runs from the date of the event giving rise to the action. However, where the person to whom the action belongs proves that he did not become aware of the event until a later date, the period shall not begin to run until that date, but may not exceed five years from the date of the event, except in the case of fraud.
- 6.22.3 With regard to the right of recovery brought by the Policyholder or the Driver against the Insurer, the period shall run from the date of the legal Claim by the injured party, whether this is an original Claim for compensation or a subsequent Claim following aggravation of the loss or the occurrence of a new loss.
- 6.22.4 An action arising from the injured party's own right against the insurer under article 89 of the Law of 1997 is barred after five years from the event giving rise to the loss or damage or, in the case of a criminal offence, from the day on which the offence was committed.
- 6.22.5 However, where the injured party proves that he did not become aware of his Claim against the insurer until a later date, the period does not begin to run until that date, but may not exceed ten years from the event giving rise to the loss or damage or, in the case

of a criminal offence, from the day on which it was committed.

6.22.6 The Insurer's right of recovery against the Covered Person is barred after three years from the date of payment by the Insurer, except in the case of fraud.

## **6.23 Complaints**

6.23.1 The Insurer does its best to provide an excellent service to its customers. It will acknowledge written complaints promptly and investigate quickly and thoroughly and use reasonable endeavours to resolve complaints and use information from complaints to improve our service. Arval Luxembourg will inform the Policyholder of his/her rights to register complaints about the insurer and/or their affiliates under this policy.

6.23.2 An enquiry or complaint about the terms of this Policy may be made to the Insurer at [info@greenvalinsurance.ie](mailto:info@greenvalinsurance.ie) for the attention of the Complaints Manager at Greenval Insurance. The complaint can also be made to Arval Luxembourg Policy Administrator at <https://www.arval.lu/corporate/page-de-formulaire-de-contact> and (Dekra Luxembourg) Claims Handler George Heinen.

Email: [georges.heinen@dekra.com](mailto:georges.heinen@dekra.com) Telephone: +352 45 59 43

6.23.3 When writing to the Insurer/Arval Luxembourg/Dekra Luxembourg, the Driver should provide the Policy number, the Claim number if available, his/her name, a contact name, address, and email and a clear and concise reason for the complaint and supply any supporting documentation. The subject should be headed "Complaint".

6.23.4 The Insurer/Arval Luxembourg/ Dekra Luxembourg will acknowledge your complaint within 5 business days of receiving it. In the unlikely event that we have not resolved your complaint within 20 business days of receiving it, we will write and let you know why and what further action we will take.

6.23.5 If you are not satisfied with the way a complaint has been dealt with, you have the right to request that Luxembourg Ombudsman review your case.

You can contact :

- a) Insurance Ombudsman: c/o: Association des Compagnies d'Assurances et de Réassurances du Grand-Duché de Luxembourg (Luxembourg Insurance and Reinsurance Association), 12 rue Erasme, L-1468 Luxembourg, <https://www.aca.lu/en/insurance-ombudsman/referring-to-the-ombudsman/>,
- b) Consumer Ombudsman: Union Luxembourgeoise des Consommateurs (Luxembourg Consumer Protection Association), 55 rue des Bruyères, L-1274 Howald <https://www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6>,
- c) National Consumer Ombudsman Service: Service National du Médiateur de la Consommation, 6 rue du Palais de Justice L-1841 Luxembourg, <https://www.mediateurconsommation.lu/en/content/filing-application>

If you contact one of the above Ombudsman in respect of any complaints, this will not affect any rights you have in law.

## **6.24 Claims Declaration**

- 6.24.1 The Policyholder must adhere to the Claim's declaration set out below and to the specific Claim declaration requirements set out under the individual covers outlined in this Policy (Motor Third Party Liability Policy, legal expenses insurance, Driver insurance)
- 6.24.2 The Policyholder must, as soon as reasonably possible however no later than 8 days after the occurrence, give notice to the Insurer (or its representative) of the Claim occurrence. If this is not possible, the notice shall be given as promptly as reasonably practicable.
- 6.24.3 The Policyholder must provide the Insurer without delay with all relevant information and respond to requests to determine the circumstances and the extent of the Claim.
- 6.24.4 If the Policyholder do not fulfil the obligations set out in this Policy and if this results in damage to the Insurer, the latter shall be entitled to bring an action against the Policyholder to the extent of the damage suffered. If the Policyholder have failed to perform their obligations for a fraudulent reason, the Insurer recourse shall be for the full amount of the sums paid by it in connection with the Claim, without prejudice to the Insurer's right to file criminal proceedings.
- 6.24.5 The Insurer must pay the agreed benefits as soon as he is in possession of all the useful information concerning the occurrence and circumstances of the claim and, where applicable, the amount of the loss. In any event, the sums due must be paid within thirty days of their being fixed. After this deadline, interest on arrears at the legal interest rate shall accrue automatically.
- 6.24.6 With regard to civil interests, and insofar as the interests of the Covered Person and the Insurer coincide, the latter has the right to fight, in the place of the Covered Person, the Claim of the Third Party. It may compensate the latter if necessary.
- 6.24.7 These actions by the Insurer do not imply any recognition of liability on the part of the Covered Person and cannot prejudiced him.
- 6.24.8 No acknowledgement of liability, no transaction, no quantum confirmation, no payment made by the Policyholder or the Covered Person without the written authorisation of the Insurer shall bind the latter or be enforceable against him. Any admission or the payment by the Covered Person of first-aid payments and immediate medical care cannot be considered as an admission of liability.
- 6.24.9 Any judicial or extrajudicial act relating to a Claim must be transmitted to the Insurer as soon as it is notified, served or handed over to the Covered Person, or, in the event of negligence, any damages due. The same penalty shall be imposed on the Covered Person if, through negligence, he does not appear or does not submit himself to an investigation ordered by the court.

6.24.10 When the proceedings against the Covered Person are brought before the criminal court, the Insurer may be challenged by the Third Party or by the Covered Person and may intervene voluntarily, under the same conditions as if the proceedings were brought before the civil court. However, the criminal court may not rule on the rights which the Insurer may assert against the Covered Person or the Policyholder. The Insurer may appeal on behalf of the Covered Person, including an appeal in cassation, if the Covered Person criminal interests are no longer at stake. If not, they may be exercised only with the agreement of the Covered Person.

6.24.11 Fines, criminal transactions and the costs and expenses of criminal proceedings are never covered by the Insurer.

6.24.12 The Insurer will indemnify damages, interest, expenses linked to civil proceedings as well as lawyers and experts' reasonable fees; however only if incurred with its agreement.

6.24.13 The Covered Person is obliged to inform the Policyholder, if requested, of the progress made in settling the Claim.

## **6.25 Subrogation**

6.25.1 The Insurer shall be subrogated to the rights and actions of the Covered Person against third parties responsible for the damage.

6.25.2 If, as a result of the actions of the Covered Person, the subrogation can no longer produce its effects in favour of the Insurer, the latter may claim from its repayment of the compensation paid to the extent of the damage suffered.

6.25.3 The subrogation cannot harm the Covered Person or the beneficiary who has received only partial compensation. In such a case, he may exercise his rights, in respect of what remains due, in preference to the Insurer.

## **6.26 Protection of the rights of Third Parties**

6.26.1 Save to the exceptions mentioned in the Grand Ducal Regulation of 2003, no nullity, exception or revocation deriving from the Law of 1997 may be invoked by the Insurer against the Third Party.

6.26.2 The Insurer has a right of appeal against the Policyholder and, where appropriate, against the Driver other than the Policyholder, to the extent that it has been authorised to refuse or reduce its benefits under the Law of 1997.

6.26.3 However, in the event of a transfer of ownership of the Vehicle, the recourse is not allowed if the Policyholder has duly notified the Insurer of the transfer.

6.26.4 The expiry, cancellation, termination and suspension of the Policy, whatever the cause, shall not have effect against the Third Party until 16 days after the notification to the authority or person designated by the Government.



**6.27 Declaration of Claims**

- 6.27.1 In the event of termination for any reason, the Insurer shall, within fifteen days from the date of the notification of the termination of the contract, provide the Driver or the Policyholder with a certificate stating either the absence of a Claim or the number and date of occurrence of the Claims for which the Insurer has paid or is required to pay compensation.
- 6.27.2 The certificate must cover the entire contractual period and must not exceed 15 years before the date of notification of termination.
- 6.27.3 When the Policyholder is notified of the cancellation of the agreement, a certificate must be issued free of charge.

**6.28 Bonus-Malus**

- 6.28.1 With regard to the Motor Third Party Liability Policy, where the Policyholder is a natural person, the Policy is subject to a system of personalisation of the Premium a posteriori for each insured Vehicle, meeting the criteria described below:

Degré Bonus/Malus		Pourcentage appliqué à la Prime de Base
22	MALUS	250%
21		225%
20		200%
19		180%
18		160%
17		140%
16		130%
15		120%
14		115%
13		110%
12	105%	
11	BASE	100%
10	BONUS	100%
9		90%
8		85%
7		80%
6		75%
5		70%
4		65%
3		60%
2		55%
1		50%
0	47,5%	
-1	45%	
-2	45%	
-3	45%	

- 6.28.2 All new Policyholder is classified at level 11 of the Bonus/Malus scale. A new Policyholder is any natural person who takes out insurance cover with an insurance company for the first time or any natural person who, while already a Policyholder for one or more Vehicles, takes out insurance cover for an additional Vehicle.

- 6.28.3 For subsequent insurance years, the Premium will vary at each anniversary date as follows:
- i. the absence of a Claim during an observation period during which the cover was in force results in a downward movement of one degree on the Bonus / Malus scale (the minimum degree that can be reached is degree -3);
  - ii. each Claim during an observation period results in an increase of 3 degrees (the maximum degree being is degree 22);
  - iii. the level applicable after 4 consecutive years without a Claim may under no circumstances exceed 11.

- 6.28.4 Is considered to be a Claim within the meaning of Section 6.28.3, any Claim for which the Insurer has paid or will have to pay an indemnity in favour of the third party. However, the following are not taken into consideration:
- losses which do not reach the total amount of any applicable deductibles;
  - Claims that the Policyholder has reimbursed to the Insurer within a period of 4 months following notification of payment by the Insurer;
  - compensation paid by the Insurer for voluntary assistance.

- 6.28.5 The observation period consists of the 12 months preceding by one month the 1st day of the month of the anniversary date.

The absence of a Claim during this period does not result in the loss of a degree, if during this period the insurance was in force for more than 10 months.

However, if it is established at an anniversary date that the downgrading for the absence of Claims during the observation period has not been granted because the insurance was suspended for at least 2 months during this observation period, the following procedure shall apply:

- a) if at the previous anniversary date, the descent on the Bonus/Malus scale had not been granted for the same reasons, the two observation periods are combined into one;
- b) if it is established that during this single observation period the insurance was in force, by interrupted periods, for at least 12 months, the downgrading by one degree is carried out normally at the anniversary date in question.

- 6.28.6 A change of Vehicle or Insurer has no effect on the Bonus-Malus level.

## **6.29 Data Protection / Personal Data Registration**

- 6.29.1 Where the Insurer collects personal data under this Policy, the Insurer qualifies as a data controller within the meaning of the General Data Protection Regulation (REGULATION (EU) 2016/679 ("GDPR")). The Insurer processes personal data in accordance with the data protection notice, a copy of which is attached to this Policy. A copy is also available at <https://www.greenval-insurance.com/greenval-data-protection-notice>. The data

protection notice contains more information about which personal data the Insurer can use, for what purposes, with whom the data can be shared, how long the data is stored and the rights and how these can be exercised. Questions about the protection of personal data can be sent by letter or email to the following address:

Greenval Insurance DAC

The Anchorage, 27-29 Sir John Rogerson's quay

Dublin 2– Ireland

[Privacy@greenval-insurance.ie](mailto:Privacy@greenval-insurance.ie)

- 6.29.2 The Insurer is entitled to approach Arval Luxembourg, the administrator of Greenval Insurance DAC in Luxembourg or the Claims handler Dekra Luxembourg in order to exchange the data of the Policyholder in connection with a responsible acceptance Policy, the management of risks and the fight against fraud. The website of Arval in Luxembourg and a copy of its data protection notice can be found at [www.arval.lu](http://www.arval.lu).