Information Notice on the coverages included in the « on behalf » insurance contract: Onlogist

Baloise Assurances Luxembourg S.A.

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1 Preamble

This Information Notice outlines the insurance coverages, limitations, and respective obligations of the parties in connection with the “on behalf” Insurance Contract subscribed by:

- **Onlogist GmbH**, registered in 29 Frankeinstr, 20097, Hamburg, Germany, acts as the **Policyholder** within the meaning of Article L112-1 of the French Insurance Code.
- With The **Insurer** is **Baloise Assurance Luxembourg S.A.**, a Luxembourg société anonyme with its registered office at 8 rue du Château d’Eau, L-3364 Leudelange, Grand Duchy of Luxembourg, registered in the Luxembourg Register of Commerce and Companies under number B68065.
- Through the **Insurance Intermediary** - **VIG platform partners GmbH**, registered in Schottenring 30, 1010 Vienna, Austria, registration number 618064v

For the benefit of the **Owner** and the **Driver.**

- The **Claims Handler is** IMS (Insurance Management Services), registered in 3 rue Gustave Delory, 59000, Lille, under the registration number RCS 453 317 612.

2 Definitions

Important Note: The following definitions are fundamental to understanding the scope and application of this **Information Notice**. Each term has specific legal and contractual implications and form an integral and binding part of this document.

1) Accident

A sudden, unforeseeable and external event involving the **Insured Vehicle**, occurring at a specific time and place during the **Coverage Period** and which causes **Bodily Injury** and/or **Material Damage**, and is not intended or expected by the person suffering the loss.

2) Bodily Injury

Any physical harm, sickness, disease or death sustained by a natural person, including the medically recognized consequences thereof (such as pain and suffering, permanent disability or loss of earnings arising from that injury). Psychological injury is included only where it results directly from a covered physical **Bodily Injury** or as permitted by applicable law.

3) Claim

Any occurrence or situation occurred during the **Coverage Period** reported to the **Insurer,** which may give rise to the application of one or more insurance covers under this **Information Notice**.

4) Conveying
Service concluded through the **Onlogist Platform**, consisting of moving an **Insured Vehicle** for a journey defined in advance by the **Owner**.

5) Co-payment
The portion of the loss which remains at the expense of the **Insured** and is not reimbursed by the **Insurer**, as specified in the **Insurance Certificate**.

6) Coverage Period
The period during which insurance cover under this **Information Notice** applies to the **Insured Vehicle**. It starts and ends at the exact dates and times shown on the **Onlogist Platform** and in the **Insurance Certificate**. No insurance cover applies outside this period.

7) Driver
Person who, acting as a sole trader or through a legal entity, offers **Conveying** services via the **Onlogist Platform** and uses the **Insured Vehicle** during the **Coverage Period**.

8) Insurance Certificate
Document issued by the **Insurer** confirming that the **Insured Vehicle** benefits from insurance cover under this **Information Notice** for the relevant **Coverage Period**, and specifying the applicable coverages, limits and **Co-payments**.

9) Insurance Contract
The “on behalf” insurance contract concluded between the **Policyholder** and the **Insurer** in accordance with the provisions of Article L.112-1 of the French Insurance Code and governing the rights and obligations of the parties in relation to the insurance cover.

10) Insured
For the purposes of this **Information Notice**:

a) the **Owner**, in respect of their interest in the **Insured Vehicle** and their insured liabilities; and
b) the **Driver**, in respect of their insured liabilities arising from the use of the **Insured Vehicle** during the **Coverage Period.**

11) Insured Vehicle
The motor vehicle listed by the **Owner** on the **Onlogist Platform**, identified by its registration number and vehicle characteristics recorded in the Onlogist system and in the **Insurance Certificate**, and complying with all legal and technical requirements (registration in France, roadworthiness and mandatory liability insurance).

The **Insured Vehicle** must fulfill the following cumulative conditions:

a) Have a maximum value of EUR 250,000 excluding VAT and
b) Belong to one of the vehicle categories as defined in the United Nations Economic Commission for Europe (UNECE) vehicle classification

framework, incorporated into EU type-approval legislation, namely: L6, L7, M, M1, M2, M3, N, N1, N2, N3 and

c) be registered in Metroplitan France and covered under the **Owner's** mandatory Motor Third Party Liability Insurance policy

12) Insurer

Baloise Assurances Luxembourg S.A., a Luxembourg société anonyme (private limited company) having its registered office at 8 rue du Château d'Eau, L-3364 Leudelange, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under the number B68065.

13) Limits of Cover

The maximum amount payable by the **Insurer** per **Claim**, per **Insured Vehicle** or per **Coverage Period**, as applicable, as specified in the **Insurance Certificate** and in Section 4 - Overview of Coverage.

14) Market Value

The value of the **Insured Vehicle** immediately prior to the **Claim**, determined by reference to prices observed on the automotive market for comparable vehicles determined by a loss adjuster or expert, taking into account age, mileage, condition and equipment.

15) Material Damage

Physical loss of or physical damage to tangible property, including the **Insured Vehicle** and other physical assets, and any direct physical alteration, deterioration or destruction of such property. Purely economic or financial loss without prior **Material Damage** does not constitute **Material Damage**.

16) Onlogist Platform

The digital B2B platform operated by the **Policyholder**, through which vehicles are listed, **Conveying** services are arranged, insurance cover is attached to the **Insured Vehicle**, and contractual and operational information relating to the insurance cover is recorded and communicated.

17) Owner

The natural or legal person who lists a vehicle on the **Onlogist Platform**, is registered as the vehicle owner or authorized holder, and requests via the **Onlogist Platform** the transfer of their vehicle. The **Owner** remains responsible for complying with all legal, registration, maintenance and insurance obligations relating to the vehicle. Where authorized holder lists a vehicle on the Onlogist platform, the person stated in the registration certificate will be considered as an Owner for the purposes of this insurance.

18) Policyholder

ONLOGIST GmbH, Frankenstraße 29, 20097 Hamburg, Germany.

19) Replacement Value

The market cost, at the date of the claim, of acquiring a new vehicle equivalent to the **Insured Vehicle**, with comparable make, model, version, equipment and characteristics.

20) Residual Value (or Salvage Value)

The estimated value of the Insured Vehicle after the claim, in its damaged condition, as determined by reference to market conditions.

21) Third Party

Any natural or legal person other than the **Insured**, the **Policyholder,** the **Insurer**, the **Claims Handler**, and/or the **Insurance Intermediary**.

3 Territorial Scope

Coverage Territory: The insurance cover applies within specific territorial limits as defined below, subject to the terms, conditions and exclusions set out in this **Information Notice**.

3.1 Motor Third Party Liability and Defence and Recourse

The insurance cover applies in Metropolitan France and in the territories of the countries whose National Insurers' Bureaux are members of international Green Card System or signatories to the Multilateral Agreement between National Insurers' Bureaux as in force at the date of the Claim.

3.2 Motor Own Damage

The insurance cover applies within the geographical area indicated in 3.1 or otherwise specified in this **Information Notice** and recorded on the **Onlogist Platform**, **with the exception** of covers relating to **Natural Disasters, Terrorism** and **Technological Disasters**, which are subject to specific territorial limitations.

3.3 Natural Disasters, Terrorism and Technological Disasters

The insurance cover applies **exclusively in Metropolitan France** and only where the event has been officially recognised by the competent public authorities in accordance with applicable law.

❌ **Use of the *Insured Vehicle* outside the applicable territorial scope is *EXCLUDED* from insurance cover.**

4 Overview of Insurance Coverage

Summary: This section summarizes the insurance covers granted under this **Information Notice**, together with the applicable **Limits of Cover** and **Co-payments**, as reflected in the **Insurance Certificate**.

The detailed scope of cover, conditions, exclusions, valuation principles and settlement rules applicable to each cover are set out in the relevant sections of this **Information Notice**.

Important: Unless expressly stated otherwise, all limits are expressed excluding VAT.

4.1 Motor Third Party Liability (MTPL)

Risk	Limit of Indemnity per *Claim*
Bodily injury	**Unlimited**
Consequential material and non-material damage	**EUR 100,000,000**
Material damage resulting from fire or explosion	**EUR 2,000,000**
Material damage resulting from pollution	**EUR 1,500,000**

Coverage Note: **Motor Third Party Liability** cover is granted in accordance with mandatory French motor insurance law. **No Co-payment applies** to **MTPL** cover.

4.2 Defence and Recourse

Cover	Limit of Indemnity
Defence and Recourse	**EUR 16,000 per *Claim***

4.3 Motor Own Damage

Motor Own Damage cover includes the risks listed below, subject to the applicable limits and **Co-payments**:

Risk	Limit of indemnity per *Claim* and per *Insured Vehicle*	Co-payment
Accident	**Value of the Insured Vehicle as determined in accordance with this *Information Notice*, up to *EUR 250,000 excluding VAT***	**EUR 1 000 per claim**
Fire and Explosion		**EUR 1 000 per claim**
Theft and Attempted Theft		**EUR 1 000 per claim**
Glass Breakage		**EUR 1 000 per claim**
Vandalism		**EUR 1 000 per claim**
Natural Events		**EUR 1 000 per claim**
Natural Disasters		**EUR 380 (statutory deductible)**
Terrorism		**EUR 1 000 per claim**
Technological Disasters		**Not applicable**

4.3.1 Valuation Principles Applicable to MOD

The valuation of the **Insured Vehicle**, including the application of **Market Value**, **Replacement Value** (where applicable) and **Residual (Salvage) Value**, is governed by **Section 8.3 – Vehicle Valuation**.

For statutory covers (**Natural Disasters** and **Technological Disasters**) and **Terrorism**, applicable law governs the conditions of cover activation and any mandatory deductibles or limitations, without prejudice to the valuation principles set out in this **Information Notice**.

4.3.2 Co-payments

For the avoidance of doubt:

1. The **Co-payments** set out above represent the **Driver's** financial participation in the loss;
2. **Co-payments** do not reduce the amount payable from the **Insurer** to the **Owner** of the **Insured Vehicle;**
3.

The recovery of any **Co-payment** from the **Driver** is handled separately, in accordance with the arrangements accepted via the **Onlogist Platform**.

4.4 Limits

The **Limits of Cover** set out in this Section define the **maximum financial exposure** of the **Insurer**.

The assessment of damage, valuation of the **Insured Vehicle** and settlement of **Claims** are carried out in accordance with **Section 8 – Indemnification Principles and Settlement of Claims**, which prevails for all matters relating to calculation and payment of compensation.

5 Insurance Coverage Details

5.1 Motor Third Party Liability

5.1.1 Coverage Description

Motor Third Party Liability insurance covers the civil liability that may be incurred by the **Insured**, in their capacity as owner, keeper or user of the **Insured Vehicle**, for **Bodily Injury** and **Material Damage** caused to **Third Parties** by the use of, or the involvement of, the **Insured Vehicle** during the **Coverage Period**.

Legal Framework: This insurance cover is compulsory and is granted in accordance with the provisions of the French Insurance Code relating to compulsory motor insurance, as well as the Badinter Law of 5 July 1985 governing the compensation of victims of road traffic accidents.

Subject to the terms, conditions, limits and exclusions set out in this **Information Notice**, the **Insurer** provides cover for:

1. **Bodily Injury** suffered by **Third Parties**, including passengers of the **Insured Vehicle**, resulting from the use of, or the involvement of, the **Insured Vehicle**;
2. **Material Damage** to property belonging to **Third Parties** caused by the use of, or the involvement of, the **Insured Vehicle**;
3. Direct and certain consequential financial losses resulting from covered **Bodily Injury** or **Material Damage** suffered by **Third Parties**.

5.1.2 Specific Provisions and Limitations

For the purposes of compulsory **Motor Third Party Liability** insurance, the rights of **Third Party** victims and their beneficiaries, as guaranteed by applicable French law, shall always prevail.

Any exclusion, forfeiture or limitation provided for under this **Information Notice** which is not enforceable against **Third Party** victims or their beneficiaries under the French Insurance Code shall apply solely in the contractual relationship between the **Insurer** and the **Policyholder** or towards **the Insured**, without prejudice to the compensation due to such victims.

❌ **In addition to the Common Exclusions, compulsory *Motor Third Party Liability* insurance *DOES NOT COVER*:**

1. ***Material Damage* to the *Insured Vehicle* itself;**
2. ***Material Damage* to property owned, rented, leased or entrusted to the *Insured*, including goods, equipment and personal effects transported in or on the *Insured* Vehicle, except where such damage must be mandatorily covered under applicable law;**
3. ***Bodily Injury* suffered by the *Insured***
4. ***Material Damage* or *Bodily Injury* suffered by the perpetrators, co-perpetrators or accomplices of the theft of the *Insured Vehicle;***
5. **Civil liability incurred in the context of professional activities relating to the repair, sale, maintenance or inspection of motor vehicles.**

Where any of the situations listed above, or in the **Section 6 - Common Exclusion**, or has contributed to the occurrence of the loss or to the extent of the damage, the **Insurer**, after having compensated **Third Party** victims in accordance with applicable law, shall be entitled to exercise a **right of recourse** against the **Insured**, up to the amounts paid to such **Third Parties**.

5.2 Defence and Recourse

5.2.1 Coverage Description

5.2.1.1 Defence – claims brought against the Insured

Where, following the use of, or the involvement of, the **Insured Vehicle**, criminal, administrative or regulatory proceedings are brought against the **Insured**, the **Insurer** shall reimburse the **reasonable and necessary legal costs** incurred for the defence of the **Insured**, subject to the terms, conditions, limits and exclusions set out in this **Information Notice**.

> This cover does not constitute the provision of legal services. The **Insurer** does not appoint or manage legal representatives and solely reimburses eligible defence costs incurred by the **Insured**.

Reimbursable defence costs include:

1. fees and expenses of lawyers or other duly qualified representatives freely chosen by the **Insured**;
2. expert fees, court costs and procedural expenses;
3. costs of appeal proceedings, where the **Insurer** considers that such appeal has reasonable prospects of success.

Defence cost reimbursement applies subject to the following conditions:

1. the proceedings must arise directly from the use of, or the involvement of, the **Insured Vehicle**;
2. the event giving rise to the proceedings must occur during the **Coverage Period** and within the territorial scope applicable to **Motor Third Party Liability**;
3. the **Insured** must promptly notify the **Insurer** and provide all documents and information relating to the proceedings.

The **Insured** remains free to choose their lawyer or other qualified representative. Eligible costs are reimbursed up to the applicable overall limit indicated in the **Insurance Certificate**.

5.2.1.2 Recourse – claims brought by the Insured

Where, following the use of, or the involvement of, the **Insured Vehicle**, the **Insured** has suffered **Bodily Injury** or **Material Damage** resulting from an **Accident**, **Theft** (or attempted **Theft**), Fire and Explosion, **Vandalism** or **Glass Breakage**, and such loss is not fully compensated under the covers of this **Information Notice** or by the liable **Third Party**, the **Insurer** shall reimburse the **reasonable and necessary legal costs** incurred to pursue civil recourse.

Recourse may be exercised against the identified liable **Third Party** and/or their motor liability insurer, with a view to obtaining compensation for the uncompensated portion of the loss.

Reimbursable recourse costs include:

1. fees and expenses of lawyers or other duly qualified representatives freely chosen by the **Insured**;
2. expert fees, court costs and procedural expenses;
3. costs incurred in pursuing and recovering compensation from the liable **Third Party or** their insurer.

Recourse cost reimbursement applies subject to the following conditions:

1. the liable **Third Party** must be identified;
2. the estimated uncompensated loss must exceed EUR 380 (excluding taxes) per event;
3. the **Insured** must provide the Insurer with all documents and information required to assess liability and quantum and to support the recourse;
4. the **Insurer** must consider that the recourse has reasonable prospects of success and that the foreseeable costs are not disproportionate to the amount in dispute.

5.2.2 Specific Exclusions

❌ **In addition to the Common Exclusions set out in *Section 6-Common Exclusions* , Defence and Recourse cover *DOES NOT APPLY* to:**

1. **events or disputes not arising from the use of, or the involvement of, the *Insured Vehicle*, and not resulting from an *Accident*, Theft (or attempted Theft), *Fire and Explosion, Glass Breakage or Vandalism;***
2. **disputes where there is no reasonable legal basis to hold a *Third Party* liable or where the liable *Third Party* has not been identified;**
3. **disputes solely between *Insured* persons, or between the *Insured* and the *Policyholder* or the *Insurer*;**
4. **disputes that could reasonably have been avoided by the payment of a fixed fine, administrative penalty or similar charge;**
5. **proceedings or disputes relating solely to:**
   a) **the payment of fines, criminal or administrative penalties, taxes or similar charges; or**
   b) **the loss, suspension or withdrawal of driving licence points;**

6. **legal costs, fees or expenses incurred without the prior agreement of the *Insurer*, except in proven emergencies where immediate action was reasonably necessary to protect the rights of the *Insured*;**

7. **travel costs and related expenses where the lawyer or other representative chosen by the *Insured* is required to act outside the jurisdiction of the court in which they are admitted, unless the *Insurer* has expressly agreed in advance to cover such costs.**

The **Insurer** may refuse to initiate, or may discontinue, Defence or Recourse where the **Claim** appears manifestly unfounded, where the prospects of success are very low, or where the foreseeable costs would be disproportionate to the amount at stake.

5.3 Motor Own Damage

5.3.1 Accident

5.3.1.1 Coverage Description

This cover provides insurance against **Material Damage** sustained by the **Insured Vehicle** as a direct result of an **Accident** occurring within the territorial limits applicable under this **Information Notice**.

The **Insurer** covers direct **Material Damage** to the **Insured Vehicle** caused by:

1. collision of the **Insured Vehicle** with one or more other vehicles;
2. impact with a fixed or moving external object (including walls, trees, animals or pedestrians), whether the **Insured Vehicle** is moving or stationary;
3. overturning or rolling over of the **Insured Vehicle**, including without prior collision;
4. loss of control of the **Insured Vehicle** resulting in impact or overturning.

This cover applies to the **Insured Vehicle**, including factory-fitted equipment and accessories permanently attached to the vehicle, unless otherwise specified in this **Information Notice**.

5.3.1.2 Specific Exclusions

❌ **In addition to the Common Exclusions set out in *Section 6-Common Exclusions*, the following are *NOT COVERED* under the *Accident* own damage cover:**

1. ***Material Damage* resulting exclusively from mechanical, electrical or electronic breakdown, wear and tear, corrosion, inadequate or poor maintenance, or a manufacturing defect, unless such failure is the direct consequence of a covered *Accident*;**
2. ***Material Damage* to goods, merchandise or personal belongings transported in or on the *Insured Vehicle*;**

3. ***Material Damage* occurring while the *Insured Vehicle* is used for any of the following purposes:**

   a) paid carriage of passengers or goods;
   b) participation in races, competitions, trials or sporting events;
   c) use of the *Insured Vehicle* on racing circuits, tracks or test tracks;
   d) any form of speed testing, performance testing or driving practice under competitive or quasi-competitive conditions;

4. **Purely cosmetic damage (such as scratches, dents or paint chips) that does not affect the normal use or safety of the *Insured Vehicle*, unless resulting from a covered *Accident*.**

5.3.2 Fire and Explosion

5.3.2.1 Coverage Description

This cover provides insurance against direct **Material Damage** sustained by the **Insured Vehicle** as a result of Fire or Explosion occurring during the **Coverage Period**, within the territorial limits applicable under this **Information Notice**.

The Insurer covers direct **Material Damage** to the **Insured Vehicle** caused by:

1. Fire, including rapid or slow combustion with heat release, whether or not accompanied by flames;

2. Explosion of the **Insured Vehicle** or of components, equipment or substances contained in or on the **Insured Vehicle**;

3. damage caused by smoke following a covered Fire;

4. lightning directly striking the **Insured Vehicle**.

This cover applies to the **Insured Vehicle**, including factory-fitted equipment and accessories permanently attached to the vehicle.

5.3.2.2 Specific Exclusions

❌ **In addition to the Common Exclusions set out in *Section 6-Common Exclusions*, the following are *NOT COVERED* under the Fire and Explosion cover:**

1. ***Material Damage* resulting solely from electrical or electronic failure (including short circuits or overheating of wiring or components) due to wear and tear or inadequate maintenance, where no Fire has occurred;**

2. ***Material Damage* resulting from modifications to the electrical system of the *Insured Vehicle* carried out by an unqualified person;**

3. **Burns or scorching caused inside the *Insured Vehicle* by smoking materials (such as cigarettes), where no Fire affects other parts of the *Insured Vehicle*;**

4. ***Material Damage* caused by Fire following an *Accident* or *Theft* of the *Insured Vehicle*, where such damage is insured under another specific cover of this *Information Notice* (in particular *Accident* or *Theft*).**

5.3.3 Theft and Attempted Theft

5.3.3.1 Coverage Description

5.3.3.2 Theft

This cover provides insurance against **loss of or Material Damage** to the **Insured Vehicle** resulting from **Theft** occurring during the **Coverage Period**, within the territorial limits applicable under this **Information Notice**.

The Insurer covers, in particular:

1. **Theft** of the entire **Insured Vehicle**;
2. **Theft** of parts of the **Insured Vehicle** or factory-fitted equipment, provided that such parts or equipment form an integral part of the **Insured Vehicle**;
3. **Theft** of the **Insured Vehicle** committed by a **Driver** to whom the vehicle has been lawfully entrusted for the purpose of performing a **Conveying** service, including in particular:
   a) abuse of trust consisting in the misappropriation of the **Insured Vehicle** or the failure to deliver it to the destination specified by the **Owner**;
   b) fraud or any other dishonest act resulting in the unlawful appropriation of the **Insured Vehicle** during the performance of the **Conveying** service.

5.3.3.3 Attempted theft

This cover provides insurance against **Material Damage** to the **Insured Vehicle** directly caused by an **Attempted Theft** occurring during the **Coverage Period**, within the territorial limits applicable under this **Information Notice**.

The Insurer covers, in particular:

1. physical damage resulting from an attempt to steal the **Insured Vehicle** (such as forced locks, broken windows, or damage to the ignition, steering lock or electronic starting system);
2. physical damage resulting from an attempt to steal parts of the **Insured Vehicle** or factory-fitted equipment.

An **Attempted Theft** must be supported by serious and objective evidence, such as:

a) visible signs of forced entry into the passenger compartment or the boot;
b) evidence of tampering with or forced operation of the steering lock, ignition, electronic start system or anti-theft devices.

5.3.3.4 *Specific Exclusions*

❌ **In addition to the Common Exclusions set in *Section 6-Common Exclusions*, the following are *NOT COVERED* under the *Theft* and Attempted *Theft* cover:**

1. ***Theft* or Attempted *Theft* committed by:**
   a) **members of the *Owner's* household,**
   b) **members of the *Owner's* family,**
   c) **employees of the *Owner*, or any person acting under a relationship of subordination with the *Owner*,**
2. **any of the above persons acting as accomplices *Theft* or Attempted *Theft* committed by the *Owner's* staff in the course of their duties;**
3. **Losses occurring where the *Insured Vehicle* was left unlocked, with the keys, key card or starting device left in or on the vehicle, unless such keys or devices were stolen by means of assault or following a forcible entry into a locked place where they were kept;**
4. ***Theft* of personal belongings, luggage or non-insured accessories carried in or on the *Insured Vehicle*, unless specifically covered under a separate insurance extension;**
5. **Any fraudulent *Claim* or loss intentionally caused or organised by the *Owner* or by any person acting on the *Owner's* behalf.**

5.3.4 Glass Breakage

5.3.4.1 *Coverage Description*

This cover applies to **sudden and accidental breakage** of the following glass or transparent elements of the **Insured Vehicle** during **Coverage Period and** within applicable territorial limits :

1. front windscreen;
2. rear window;
3. side windows;
4. fixed or opening glass sunroof or panoramic roof;
5. headlamp and front light units, where they are constructed of glass or equivalent transparent material.

The cover includes:

1. repair of the damaged glass, where such repair is technically feasible and safe;
2. replacement of the glass element where repair is not possible or not appropriate;

3. reasonable labour costs directly related to the repair or replacement of the damaged glass.

Where only a glass element is damaged and no other part of the **Insured Vehicle** has suffered **Material Damage**, the **Claim** is handled exclusively under the **Glass Breakage** cover.

5.3.4.2 Specific Exclusions

❌ **In addition to the Common Exclusions set out in *Section 6- Common Exclusions*, the following are *NOT COVERED* under the *Glass Breakage* cover:**

1. ***Material Damage* to rear light units, indicators or mirrors, including mirror glass, unless such elements are specifically included under another cover of this *Information Notice*;**
2. **Scratches, chips or optical defects that do not constitute actual breakage and do not impair the safety or legal use of the *Insured Vehicle*, unless replacement is required by applicable law;**
3. ***Material Damage* to non-transparent body parts (including roof panels, frames, pillars, dashboards or trims), even where such damage results from the same incident; such damage may be handled under another *Material Damage* cover, where applicable.**

5.3.5 Vandalism

5.3.5.1 Coverage Description

This cover provides insurance against **direct Material Damage** to the **Insured Vehicle** resulting from an act of **Vandalism** intentionally committed by a **Third Party**, without the consent of the **Policyholder** or the **Insured**, occurring during the **Coverage Period** and within the applicable territorial limits.

Vandalism includes, in particular:

1. deliberate scratching, denting, breaking or other intentional damage to the bodywork, paintwork or glazing of the **Insured Vehicle**;
2. deliberate damage to mirrors, lights, permanently attached external accessories or other visible external parts of the **Insured Vehicle**;
3. damage caused by graffiti, tags or other inscriptions made on the **Insured Vehicle**.

Where only a glass element is damaged and no other part of the **Insured Vehicle** has suffered **Material Damage**, the loss is handled under the **Glass Breakage** cover.

5.3.5.2 Specific Exclusions

❌ **In addition to the Common Exclusions set out in *Section 6- Common Exclusions*, the following are *NOT COVERED* under the *Vandalism* cover:**

1. ***Material Damage* not resulting from a deliberate and malicious act committed by a *Third Party*, including in particular damage arising from wear and tear, corrosion, poor maintenance or manufacturing defects;**
2. ***Material Damage* caused by, or occurring with the consent, complicity or gross negligence of the *Insured*, or any person to whom the *Insured Vehicle* was voluntarily entrusted;**
3. ***Material Damage* occurring while the *Insured Vehicle* is being used outside the authorised use under this *Information Notice*, where such use has contributed to the occurrence of the loss;**
4. ***Material Damage* limited to the *Theft* or disappearance of parts or accessories, where there are no visible signs of forcible entry or other material evidence of *Vandalism* affecting the *Insured Vehicle*;**
5. ***Material Damage* confined solely to tyres, hubcaps or wheel trims, where no other act of *Vandalism* has caused *Material Dam*age to the *Insured Vehicle*;**
6. ***Material Damage* discovered only after a significant period of time, where no approximate date, place or circumstances of the alleged act of *Vandalism* can be reasonably established;**
7. ***Material Damage* occurring while the *Insured Vehicle* was left without complying with minimum security requirements (such as unlocked doors or open windows, or keys left inside or on the vehicle), where such failure facilitated the act of *Vandalism*;**
8. ***Material Damage* occurring during riots, civil commotion, popular movements, acts of war or similar events.**

5.3.6 Natural Events

5.3.6.1 Coverage Description

This cover applies to **sudden and abnormal weather conditions** that directly cause **Material Damage** to the **Insured Vehicle** during **Coverage Period** and within applicable territorial limits, including in particular:

1. storms, high winds, gusts, squalls or microbursts;
2. hail;
3. heavy rainfall leading to flash flooding or local inundation (including water entering the vehicle);
4. snowfall or ice resulting in the collapse of roofs or structures onto the vehicle, or causing the vehicle to be damaged by falling objects.

The **Insured Vehicle** must have been parked or used in a reasonable and lawful manner, and must not have been deliberately exposed to a clearly identifiable and avoidable risk (such as parking in a known flood channel during an official flood warning).

5.3.6.2 Specific Exclusions

❌ **In addition to the Common Exclusions set out in this *Information Notice*, the following are *NOT COVERED* under the Natural Events cover:**

1. **Gradual, progressive or predictable phenomena, including in particular:**
   a) **long-term corrosion, rust, mould, fading or deterioration resulting from exposure to sun, heat, humidity or cold;**
   b) **slow or progressive water ingress resulting from poor sealing, lack of maintenance or defective waterproofing;**
2. ***Material Damage* caused or aggravated by:**
   a) **existing defects, wear and tear or inadequate maintenance of the *Insured Vehicle* (for example, worn tyres contributing to loss of control on wet or slippery roads).**
   b) **improper loading of the vehicle, unsecured items, or non-approved modifications;**
3. ***Material Damage* occurring while the *Insured Vehicle* is used or parked in conditions clearly contrary to official warnings, alerts or restrictions issued by the competent authorities, where such use or parking has contributed to the occurrence or extent of the loss.**

5.3.7 Natural Disasters

5.3.7.1 Coverage Description

This cover applies to Material Damage to the Insured Vehicle directly caused by a Natural Disaster (which occurred during **Coverage Period** and within applicable territorial limits) , as defined under Article L.125-1 of the French Insurance Code, provided that the state of natural disaster has been officially recognised by an interministerial decree published in the Journal Officiel of the French Republic.

Indemnification under this cover is granted in accordance with the conditions, limits and procedures laid down by applicable French legislation governing natural disasters.

5.3.8 Terrorism

5.3.8.1 Coverage Description

This cover applies to **Material Damage** to the **Insured Vehicle** directly resulting from an act of terrorism (which occurred during **Coverage Period** and within applicable territorial limits) , as defined under Articles 421-1 et seq. of the French Criminal Code, namely acts involving serious violence or threats of violence committed with the intent to seriously disturb public order through intimidation or terror.

Covered damage includes, in particular, **Material Damage** caused by fire, explosion, impact, debris or shock waves directly resulting from such a terrorist act.

This cover is provided in addition to and in coordination with the French terrorism compensation scheme administered by the Fonds de Garantie des Victimes des Actes de Terrorisme et d'Autres Infractions (FGTI), to which this Insurance contributes through the mandatory terrorism levy ("taxe attentat"), in accordance with applicable French legislation.

5.3.8.2 Specific Exclusions

❌ **In addition to the Common Exclusions set out in this *Information Notice*, the following are *NOT COVERED* under the *Terrorism* cover:**

1. ***Material Damage* intentionally caused, organised, facilitated or participated in by the *Insured*, or any person acting on their behalf, including any Insured who voluntarily participates in, contributes to or assists in the commission of a terrorist act;**
2. ***Material Damage* arising from war, civil war, insurrection or armed conflict, where such events do not fall within the legal definition of terrorism under Articles 421-1 et seq. of the French Criminal Code and are treated as war risks rather than terrorism under applicable law.**

5.3.9 Technological Disasters

5.3.9.1 Coverage Description

This cover applies to **Material Damage** to the **Insured Vehicle** directly caused by a **Technological Disaster** (which occurred during **Coverage Period** and within applicable territorial limits), as defined under applicable French legislation governing technological disasters, where such damage results from an industrial or technological accident of exceptional gravity.

Cover is provided only where the state of technological disaster has been officially recognised by a formal administrative decision (arrêté) published in the Journal Officiel of the French Republic, for the area and the period in which the damage occurred.

Indemnification under this cover is granted exclusively in accordance with the conditions, limits and procedures laid down by applicable French legislation governing technological disasters.

6 COMMON EXCLUSIONS

❌ **Without prejudice to any limitations, conditions and exclusions set out elsewhere in *this Information Notice*, the following Common Exclusions apply to all covers, taking into account mandatory provisions applicable to compulsory *Motor Third Party Liability* insurance.**

For the avoidance of doubt, where compulsory *Motor Third Party Liability* insurance applies, the exclusions set out in this section shall not be enforceable against *Third Parties* or their beneficiaries to the extent prohibited by mandatory provisions of the French Insurance Code. Such exclusions shall apply only in the relationship between the Insurer and the *Insured*, without prejudice to the compensation due to *Third Parties*.

1. ***Material Damage, Bodily Injury*, loss, cost or expense arising from an event occurring outside the *Coverage Period*, as defined in *this Information Notice*.**
2. ***Material Damage, Bodily Injury*, loss, cost or expense arising from an event occurring outside the territorial scope of cover, as defined in *this Information Notice.***
3. ***Material Damage, Bodily Injury*, loss, cost or expense occurring where, at the time of the event, no valid Conveying service was in progress via the *Onlogist Platform* in accordance with *this Information Notice***
4. ***Material Damage* or *Bodily Injury* resulting from an intentional act or omission by the *Insured*, where the loss has been deliberately caused.**
5. ***Material Damage* or *Bodily Injury* resulting from fraud, misrepresentation, false declaration or deliberate breach of the obligations set out in this *Information Notice* by the Policyholder or the *Insured*.**
6. ***Material Damage* or *Bodily Injury* occurring while the Insured is driving under the influence of alcohol in excess of the legal limits applicable in the country where the *Accident* occurs, or where the Insured refuses to submit to an alcohol test.**
7. ***Material Damage* or *Bodily Injury* occurring while the *Insured* has used drugs or substances classified as narcotics, as evidenced by a test carried out in accordance with applicable regulations, unless such substances have been taken in accordance with a medical prescription and without contraindication to driving.**
8. ***Material Damage* or *Bodily Injury* occurring while the *Insured Vehicle* is driven by a person who does not hold a valid driving licence for the category of the Insured Vehicle in accordance with applicable regulations, or who is subject to a driving ban, suspension, revocation or cancellation of the driving licence.**

9. *Material Damage* or *Bodily Injury* occurring while the *Insured Vehicle* is used in a manner not permitted under this *Information Notice*, including in particular:

    a) carriage of passengers or goods for hire or reward;
    b) professional driving instruction or training;
    c) participation in rallies, races, speed tests, competitions or similar events, and their practice sessions;
    d) use of the *Insured Vehicle* on circuits, tracks, off-road parks or roads not open to public traffic.

10. *Material Damage* or *Bodily Injury* caused or aggravated by the transport by the Insured Vehicle of explosive, flammable, corrosive, toxic, oxidising or radioactive substances, in breach of applicable regulations or safety requirements.

11. *Material Damage* or *Bodily Injury* directly or indirectly caused by or arising from war, whether declared or not, civil war, insurrection, or from nuclear reaction, radiation or radioactive contamination, to the extent such exclusion is permitted by mandatory law.

12. The repayment of fines, penalties, criminal or administrative sanctions, or their accessories, including parking fines, traffic fines, penalties or administrative fees imposed by public authorities.

13. *Material Damage* to goods, merchandise, luggage or personal effects transported in or on the *Insured Vehicle*.

14. *Material Damage* or *Bodily Injury* arising directly or indirectly from, or in connection with, an event or circumstance that is excluded under this Insurance Terms and Conditions shall not be covered, even if a subsequent event, loss or damage would otherwise be covered under another section of this Insurance Terms and Conditions.
    For the avoidance of doubt, where a sequence of events occurs, and the initial event is excluded under this Insurance Terms and Conditions, any subsequent Material Damage, Bodily Injury or loss resulting from or connected with such excluded event shall also be excluded, regardless of the order or combination in which the events occurred.

15. Any loss, *Material Damage, Bodily Injury*, cost or expense resulting directly or indirectly from:

    a) the transmission of contagious diseases;
    b) the transmission of a virus, bacterium, parasite, micro-organism or other pathogenic agent;
    c) epidemics or pandemics;
    d) any judgment, regulation, law, decree, order or decision promulgated by a State, government or competent authority for the purpose of preventing, limiting or mitigating the effects of such transmissions.

16. ***Losses* and *Material Damage, Third Party Claims*, liabilities, costs or expenses resulting directly or indirectly from the use or operation, with intent to cause Material Damage, of any computer, computer equipment, computer program, software, computer virus, malicious code, data transmission or any other electronic system.**

17. **Notwithstanding anything to the contrary in this *Information Notice*, this insurance excludes any loss, *Material Damage, Bodily Injury*, liability, cost or expense of any nature whatsoever arising directly or indirectly out of or in connection with:**

    a) **any business located, domiciled, established, incorporated or registered in an excluded territory;**
    b) **any property or assets located in an excluded territory;**
    c) **any claim, action, suit or enforcement proceeding brought or maintained in an excluded territory;**
    d) **any payment made in an excluded territory.**

    For the purposes of this exclusion, "excluded territory" means:

    a. **the Republic of Belarus; and**

    b. **the Russian Federation; and**

    c. **Ukraine, including the Crimean peninsula and the Donetsk and Luhansk regions.**

    This exclusion does not apply to insurance coverage or benefits which the Insurer is required to provide under mandatory applicable laws or regulations.

7 CLAIMS PROCEDURE

7.1 Claim Notification

Any claim involving loss of or damage to the **Insured Vehicle** must be notified to the Insurer via Onlogist (see contact details below) as soon as the Insured becomes aware of it and, in any event, no later than five (5) business days thereafter.

Any claim relating to Natural Disasers or Technological Distasters must be notified to the Insurer via Onlogist (see contact details below) within thirty (30) days following the publication in the Official Journal of the French Republic of the relevant administrative decision recognizing the state of natural or technological disaster for the area and period concerned.

By way of exception, any claim relating to Theft or Attempted Theft of the **Insured Vehicle** must be reported to the Insurer via Onlogist (see contact details below) within two (2) business days of its discovery by the **Insured.**

The **Insured** must also file a claim with the competent police authorities within the same timeframe.

Any accident, event, or circumstance likely to engage the **Insured's** civil liability toward a third party must be reported to the Insurer via Onlogist (see contact details below) as soon as possible.

Claims may be reported by email at:

service@onlogist.com or via Onlogist Platform : https://portal.onlogist.com/

When reporting a claim, the **Insured** must provide accurate and complete information relating in particular to:

1. the identity of the **Owne**r and the **Driver**;
2. the date, time and place of the event;
3. the circumstances of the loss;
4. the nature and extent of the damage or injury;
5. the identification of any **Third Parties** involved, where applicable;
6. whether any public authority (police, gendarmerie) has been notified.

Any summons, notice of legal proceedings, or written claim received from a third party must be forwarded to within five (5) business days of receipt to the **Claims Handler** :

513 Avenue Willy Brandt

59777 Lille

France

by registered mail with return receipt.

Failure to comply with the above notification obligations may result in a reduction or denial of coverage only to the extent that the Insurer can demonstrate that it has suffered actual prejudice as a result of such failure, in accordance with applicable law.

7.2 Required Documentation

Depending on the nature of the claim and the cover involved, the Insurer may require the Insured to provide supporting documentation, including in particular the following categories of documents:

1) **Platform / Conveying information**

   a) Confirmation of the conveying service via the Onlogist Platform, **provided by the Policyholder**, including the start and end date and time of the conveying service.

2) **Vehicle photographs**

   a) Photographs taken at the start and end of the conveying service (check-in / check-out);

   b) Clear photographs of the damage.

3) **Vehicle documents**

   a) Vehicle registration certificate;

   b) Roadworthiness or technical inspection certificate, where applicable;

   c) Proof of mandatory motor insurance.

d) Driver documents

   a) Driving licence;

   b) Any additional document required under applicable law.

e) Claim-related documents

   a) Signed claim statement describing the event, its circumstances and the damage;

   b) Police report or official record, where applicable;

The **Insured** must cooperate with the **Insurer** and provide the requested documentation within reasonable time limits.

The Insurer reserves the right to request any additional document or information reasonably required to assess the circumstances, liability and amount of the claim.

7.3 Claims Handling Process

Upon receipt of the **Claim** notification and the required documentation, the **Insurer** will examine the **Claim** in accordance with this **Information Notice** and applicable law.

For the purpose of assessing the **Claim**, the **Insurer** may:

a) appoint a loss adjuster or expert;

b) request additional information or documentation;

c) contact **Third Parties**, repairers, public authorities or other insurers.

Where the **Claim** is covered, compensation and settlement are carried out in accordance with the provisions set out in **Section 8- Indemnification Principles and Settlement of Claims.**

8 INDEMNIFICATION PRINCIPLES AND SETTLEMENT OF CLAIMS

8.1 Assessment of Damage and General Indemnification Principles

For the purpose of determining coverage and, where applicable, the amount of compensation, the damage to the **Insured Vehicle** is assessed in accordance with this **Information Notice** and applicable law.

For the purpose of assessing the nature, extent and cause of the damage, the **Insurer** may appoint a loss adjuster or other qualified expert. The assessment is carried out based on best repair practices, safety considerations and prevailing local market conditions.

The **Insured** has the right to appoint, at their own expense, a loss adjuster of their choice. Such loss adjuster must coordinate with the loss adjuster appointed by the Insurer. Where the appointed loss adjusters cannot reach an agreement, an additional expert may be appointed in accordance with applicable law.

Any compensation payable under this **Insurance Terms and Conditions** is determined on the basis of the assessment performed and is subject to the applicable limits and co-payments set out in **Section 4 – Overview of Insurance Coverage.**

For the avoidance of doubt:

1. the **Driver's Co-payment** per **claim** applies in accordance with Section 4;
2. a **statutory deductible applies exclusively to Natural Disaster cover**, in accordance with applicable law;
3. **no co-payment applies to Technological Disaster cover**, in accordance with applicable law.

The assessment of damage and the determination of compensation do not in themselves constitute settlement of the claim. Settlement and payment of compensation are carried out in accordance with the provisions set out in **Section 8.6 – Settlement and Payment of Compensation**.

8.2 Repair of the Insured Vehicle

Where, following the assessment, the **Insured Vehicle** is considered repairable, compensation may be based on the cost of repairs, subject to the applicable limits set out in Section 4 – Overview of Insurance Coverage.

The **Owner** of the **Insured Vehicle** is free to choose the professional repairer to whom the Insured vehicle is entrusted, in accordance with applicable law.

The cost of repairs taken into account is determined by the loss adjuster appointed by the Insurer, based on best repair practices, safety requirements and prevailing local market conditions. Only repairs necessary to restore the Insured Vehicle to its condition prior to the **Claim** are considered.

Where the **Insured Vehicle** is repaired, compensation may be paid:

to the **Owner** of the **Insured Vehicle**, upon presentation of the repair invoice; or

directly to the repairer, where such direct settlement is agreed.

The principles set out in this section relate solely to the repair of the **Insured Vehicle.** The determination of the final compensation amount, the handling of situations where the repair cost differs from the approved estimate, the treatment of cases where the Insured Vehicle is not repaired, and the timing and method of payment are governed by Section 8.6 – Settlement and Payment of Compensation.

8.3 Vehicle Valuation

For the purposes of indemnification, the value of the **Insured Vehicle** is determined by the loss adjuster appointed by the Insurer, based on the characteristics of the vehicle and prevailing automotive market conditions at the date of the claim.

The valuation takes into account, in particular:

1. the make, model, version and age of the **Insured Vehicle**;
2. its mileage, general condition and maintenance history;
3. standard equipment and factory-installed options;
4. market prices observed for comparable vehicles at the date of the claim.

8.3.1 Replacement Value for Recently Registered Vehicles

Where the Insured Vehicle was first registered **less than twelve (12) months prior to the date of the claim**, the value of the vehicle **may be determined on the basis of its Replacement Value**, as defined above.

Where available, documentary evidence of the purchase of the **Insured Vehicle may be taken into account** for the purposes of determining its **Replacement Value.**

Where the **Replacement Value** cannot be reasonably determined, the value of the Insured Vehicle is determined on the basis of its **Market Value**, as assessed by the loss adjuster.

8.3.2 Residual Value

Where applicable, the loss adjuster also determines the **Residual Value** of the **Insured Vehicle** after the **Claim**, based on market conditions.

The valuation principles set out in this section apply for the purposes of determining compensation, including in cases of repair, total loss or **Theft.**
The application of such valuation and the resulting compensation amount are governed by Section 8.6 – Settlement and Payment of Compensation.

8.4 Total loss of the Insured Vehicle

The Insured Vehicle is considered a **Total Loss** where, following assessment by the loss adjuster, the cost of repairs is equal to or exceeds the **Market value** of the **Insured Vehicle** prior to the **Claim,** or where repair is technically or legally impossible.

Where applicable, the determination of a **Total Loss** is made in accordance with **Article L.327-1 of the French Highway Code**.

8.4.1 Determination of Compensation in Case of Total Loss

In the event of a Total Loss, compensation is determined on the basis of the **Market value** of the **Insured Vehicle** prior to the **Claim**, as established in accordance with **Section 8.3 – Vehicle Valuation**, taking into account the **Residual Value** of the **Insured Vehicle,** where applicable.

Where the **Insured Vehicle** was first registered less than twelve (12) months prior to the date of the **Claim**, compensation may be determined on the basis of its **Replacement Value,** subject to the valuation principles set out in Section 8.3.

8.4.2 Compensation Offer and Transfer of Ownership

Where a **Total Loss** is confirmed, the **Insurer** will make a compensation offer to the **Owner** of the **Insured Vehicle** in accordance with applicable law.

Where required by law, acceptance of the compensation offer may result in the transfer of ownership of the **Insured Vehicle** to the **Insurer.**

The **Owner** remains free to accept or refuse the compensation offer within the time limits provided by applicable law.

In the event of refusal of the compensation offer or failure to respond within the applicable time limits, the Insurer may take any steps required under applicable law, including notification of the competent authorities.

The determination of compensation in case of **Total Loss** and the related ownership consequences do not in themselves constitute settlement of the claim.
The timing and method of payment of compensation are governed by Section 8.6 – Settlement and Payment of Compensation.

8.5 Theft of the Insured Vehicle

In the event of **Theft** of the **Insured Vehicle**, compensation is determined in accordance with the valuation principles set out in Section 8.3 – Vehicle Valuation**,** subject to the applicable limits set out in Section 4 – Overview of Insurance Coverage and the provisions of this section.

For the purposes of this cover, the **Owner** must provide all information and documentation reasonably required to establish the existence, ownership and condition of the **Insured Vehicle** prior to the **Theft.**

8.5.1 Vehicle Recovered Within the Applicable Period

Where the **Insured Vehicle** is recovered **within thirty (30) days** from the notification of the Claim:

1. the **Owner** may take possession of the recovered vehicle; and
2. compensation is determined in accordance with the principles applicable to damage to the Insured Vehicle, taking into account the condition of the vehicle at the time of recovery and the valuation principles set out in Section 8.3.

Any costs reasonably incurred for the recovery, towing or storage of the Insured Vehicle may be taken into account, subject to the terms of this **Information Notice**.

8.5.2 Vehicle Not Recovered Within the Applicable Period

Where the Insured Vehicle is **not recovered within thirty (30) days** from the notification of the claim, the Insurer will make a compensation offer to the Owner based on the **Market value** of the **Insured Vehicle** prior to the Theft, as determined in accordance with Section 8.3 – Vehicle Valuation.

Where the **Insured Vehicle** was first registered less than twelve (12) months prior to the date of the **Theft**, compensation is determined on the basis of its **Replacement Value**, in accordance with the valuation principles set out in Section 8.3.

Compensation is subject to the provision by the **Owner** of the information and documents required for settlement.

8.5.3 Vehicle Recovered After Compensation Offer or Settlement

Where the **Insured Vehicle** is recovered after a compensation offer has been made the **Owner** may, subject to applicable law:

1. either accept the compensation offer and transfer ownership of the recovered vehicle to the **Insurer**; or
2. recover possession of the **Insured Vehicle**, in which case the compensation amount may be adjusted in accordance with the valuation principles set out in Section 8.3.

The applicable option and its consequences are determined in accordance with applicable law and the circumstances of the claim.

Where the Insured Vehicle is recovered after the Owner has accepted the compensation offer and transferred the related rights of the Insured Vehicle, ownership of the Insured Vehicle shall vest in and remain the lawful property of the Insurer, which shall be entitled to request and carry out any necessary administrative formalities in accordance with applicable law.

The provisions of this section relate to the determination of compensation in case of Theft.
The timing and method of payment of compensation are governed **by Section 8.6 – Settlement and Payment of Compensation.**

8.6 Settlement and Payment of Compensation

Compensation is paid once coverage has been confirmed and the amount of loss has been determined in accordance with this **Information Notice** and applicable law, subject to the applicable limits set out in Section 4 – Overview of Insurance Coverage

8.6.1 Repair Costs and Invoices

Where the **Insured Vehicle** is repaired, compensation is based on the repair cost approved by the loss adjuster appointed by the **Insurer.**

Where the amount shown on the repair invoice exceeds the approved estimate, the excess amount is not taken into account, unless it results from additional damage discovered during repairs and has been duly assessed and approved by the loss adjuster, or the Insurer has expressly agreed in advance to cover such additional costs.

8.6.2 Vehicle Not Repaired

Where the Owner decides not to have the **Insured Vehicle** repaired, compensation is first assessed on the basis of the estimated cost of repairs, as determined by the loss adjuster.

If the estimated cost of repairs exceeds the actual financial loss suffered by the **Owner**, the compensation payable is limited to that actual financial loss.

For this purpose, the actual financial loss corresponds to the difference between:

1. the value of the Insured Vehicle immediately before the Claim, determined in accordance with Section 8.3 – Vehicle Valuation; and
2. the value of the Insured Vehicle after the Claim, in its damaged condition (**Residual Value).**

8.6.3 Driver Co-payment

Where a Driver **co-payment** applies under the relevant cover, such co-payment does not reduce the amount of compensation payable to the **Owner** of the Insured Vehicle.

The **Co-payment** is recovered separately from the **Driver** in accordance with the arrangements accepted via the **Onlogist Platform.**

8.6.4 VAT (Value Added Tax)

The principles set out below apply to all compensation payments made under **this Information Notice**, including **Motor Third Party Liability** and **Motor Own Damage** covers, subject to applicable law.

Compensation is calculated **exclusive of VAT (HT)** where the beneficiary of payment is entitled to recover or deduct VAT in respect of the repair or replacement of the **Insured Vehicle.**

Where the beneficiary of payment demonstrates that VAT is **not recoverable**, compensation may include the non-recoverable VAT portion, subject to the applicable limits of cover and the provision of appropriate supporting documentation.

8.6.5 Payment Deadlines

Compensation is paid within **thirty (30) days** following an amicable agreement between the parties or an enforceable court decision, provided that all information and documents reasonably required for settlement have been received.

Where a settlement is contested, payment is made within thirty (30) days following resolution of the dispute.

8.6.6 Theft-Specific Provisions

In the event of **Theft** of the **Insured Vehicle**, settlement and payment of compensation are carried out in accordance with Section 8.5 – Theft of the **Insured Vehicle**, subject to the valuation principles set out in Section 8.3 – Vehicle Valuation and applicable law.

9 COMPLAINTS AND DISPUTE RESOLUTION

9.1 Complaints Handling Procedure

Any complaint relating to the interpretation, performance or termination of the **Insurance Terms and Conditions,** the handling of a claim, or any other aspect of the insurance coverage may be submitted by any interested party, including in particular the **Policyholder**, the **Insured,** a beneficiary or a **Third Party** concerned.

9.2 Submission of Complaints

Complaints may be submitted to the Insurer using one of the following channels:

By post:
Baloise Assurances Luxembourg S.A.
Compliance Department
8, rue du Château d'Eau
L-3364 Leudelange
Luxembourg

By e-mail:
qualite@baloise.lu

Via the Insurer's website:
www.baloise.lu

9.3 Content of the Complaint

In order to allow proper examination, the complaint should include, as far as possible:

1. identification and contact details of the complainant;
2. a clear description of the subject matter of the complaint;
3. any steps already taken and responses received, if applicable;
4. any documents or information supporting the complaint.

9.4 Handling of Complaints

The Insurer undertakes to examine complaints competently, diligently and impartially, in accordance with its complaint handling policy and applicable regulations.

An acknowledgement of receipt will be sent in writing within ten (10) working days of receipt of the complaint.

A reasoned response will be provided within a maximum period of thirty (30) days from receipt of the complaint.
In exceptional cases where additional time is required, the complainant will be informed accordingly, in accordance with applicable complaint handling rules.

9.4.1 Mediation and Out-of-Court Resolution

If the complainant is not satisfied with the response provided, or if no response has been received within ninety (90) days from submission of the complaint, the complainant may request the intervention of the Commissariat aux Assurances (CAA) (prudential supervisory body, authorised to deal with requests for out-of-court settlement of claims) in accordance with the procedures set out on its website:
https://www.caa.lu/en/consumers/out-of-court-settlement-of-disputes

www.mediation-assurance.org

Or

The Luxembourg Consumer Ombudsman Service
Ancien Hôtel de la Monnaie, 6 rue du Palas de Justice,
L-1841 Luxembourg
Téléphone: (+352) 46 13 11
Fax: (+352) 46 36 03
Info@mediateurconsommation.lu

Or

The Centre for Civil and Commercial Mediation
Cite Judiciaire + TL Building – Office TL0.09c, L-2080 Luxembourg
Téléphone: (+352) 27 85 42-1
Info@cmcc.lu

Or

Médiation de l’Assurance:

By post:
Le Médiateur de l’Assurance
TSA 50110
75441 Paris Cedex 09
France

Via the website:
www.mediation-assurance.org

The intervention of the Mediator is free of charge. The Mediator proposes a solution within three (3) months of receipt of a complete file. Each party remains free to accept or reject the proposed solution.

The person also has the right to bring an action before the competent courts

9.5 Legal Action
Submission of a complaint or recourse to mediation does not affect the right of any party to initiate legal proceedings at any time, in accordance with applicable law.

The Insured may obtain a copy of the Insurer's Complaints Management Policy at any time upon request, that is also available in our website: 20241204_Complaints Management Policy_clean.pdf

10 DATA PROTECTION

10.1 Processing of Personal Data
Personal data are collected and processed in connection with the conclusion, administration and performance of the insurance contract, including claims handling, in accordance with applicable data protection laws, in particular Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) and the relevant national implementing legislation.

The processing of personal data is carried out by the Insurer, acting as data controller, and, where applicable, by the policyholder and the insurance intermediary involved in the administration of the insurance cover, acting also as independent data controllers. The processing of personal data is also carried out by the **Claims Handler** which may act either as independent data controller or as a data processor, depending on the nature of the processing activities concerned and as expressly set out in the contractual arrangements entered into with them.

10.1.1 Categories of Personal Data Processed
The personal data processed may include, in particular:

1. identification and contact details of the **Policyholder**, the **Insured** (**Owner** and/or **Driver**), the **Claims Handler**, the **Insurance Intermediary**, and, where applicable, **Third Parties**;
2. vehicle-related data;
3. information relating to the insurance cover, the Insurance Certificate and the Conveying service arranged via the Onlogist Platform;
4. claim-related data, including the circumstances of the loss, supporting documents and expert reports;
5. data required to comply with legal, regulatory or supervisory obligations.

Where strictly necessary for the purposes of claims handling, fraud prevention or the exercise of legal rights, certain data may relate to offences or convictions, in accordance with applicable law.

10.1.2 Purposes of Processing

Personal data are processed exclusively for the following purposes:

1. underwriting, administration and performance of the insurance contract;
2. notification, investigation, handling and settlement of claims;
3. compliance with legal, regulatory and supervisory obligations;
4. prevention, detection and investigation of insurance fraud;
5. protection of the legitimate interests of the Insurer, where permitted by applicable law.

10.1.3 Recipients of Personal Data

Personal data may be communicated, on a need-to-know basis, to:

1. insurance intermediaries involved in the distribution or administration of the insurance cover, their employees, advisors, and/or contractors;
2. claims handlers, loss adjusters, experts and other service providers appointed for claims management;
3. reinsurers;
4. public authorities, courts or other bodies, where disclosure is required by law or necessary for the establishment, exercise or defence of legal claims.

All recipients are subject to appropriate confidentiality obligations and, where applicable, data processing agreements.

10.1.4 International Transfers

The administration and performance of the insurance contract do not involve any transfer of personal data outside the European Economic Area (EEA), with the exception of the United Kingdom, which benefits from an adequacy decision of the European Commission pursuant to Article 45 GDPR.

Any future transfer of personal data outside the EEA shall require prior notification to the Insurer and shall only be permitted subject to the Insurer's prior written authorisation, on the basis of documented instructions, and in accordance with Chapter V of the GDPR.

10.1.5 Data Retention

Personal data are retained only for the duration necessary to fulfil the purposes for which they are processed, taking into account applicable legal retention periods, statutory limitation periods and regulatory requirements.

10.1.6 Rights of Data Subjects

Each of the **Insurer**, the **Policyholder** and the insurance intermediary acts as an independent data controller and shall be individually responsible for managing and responding to any data subject requests it receives concerning personal data processed under its responsibility, in accordance with and subject to the limitations provided for under the GDPR.

The **Claims Handler** shall act either as independent data controller or, where it processes personal data solely on behalf of and on the documented instructions of the insurer, as a data processor, in which case it shall handle data subject requests in accordance with the applicable contractual arrangements and the GDPR.

Requests relating to the exercise of data protection rights may be addressed to the Insurer or its designated Data Protection Officer.

Data subjects also have the right to lodge a complaint with the competent data protection authority.

10.1.7 Contact – Data Protection Officer

Any questions relating to the processing of personal data or the exercise of data protection rights may be addressed to:

Data Protection Officer
Baloise Assurances Luxembourg S.A.
8, rue du Château d'Eau
L-3364 Leudelange
Email: dataprotection@baloise.lu

10.1.8 Further Information

For further information on the processing of personal data, including detailed information on data retention periods, security measures and the exercise of data subject rights, reference is made to the Insurer's full Privacy Notice, available at:

https://www.baloise.com/privacy

The full Privacy Notice forms an integral part of the information provided to data subjects for the purposes of applicable data protection legislation.

10.1.9 **Professional Secrecy**

As part of the execution of the obligations under the Insurance Contract and, more specifically, the efficient management of claims, contractual data may be transmitted to the following insurance intermediary and **Claims Handler**:

- VIG platform partners GmbH, registered in Schottenring 30, 1010 Vienna, Austria, under the registration number 618064.
- IMS (Insurance Management Services), registered in 3 rue Gustave Delory, 59000, Lille, under the registration number RCS 453 317 612.

11 APPLICABLE LAW, JURISDICTION AND SUPERVISORY AUTHORITY

11.1 **Applicable law, jurisdiction and supervisory authority**

11.1.1 Applicable Law

This **Information Notice**, the Insurance Contract and any dispute arising therefrom are governed by **French law**, subject to mandatory provisions applicable to compulsory Motor Third Party Liability insurance and other mandatory rules of public policy.

11.1.2 Jurisdiction

Any dispute relating to the interpretation, validity or performance of the Insurance Contract shall fall within the jurisdiction of the **competent French courts**, in accordance with applicable legal and regulatory provisions.

Nothing in this section limits the rights of consumers to bring proceedings before any other court having jurisdiction under mandatory applicable law.

11.1.3 Embargo and Sanction

In the interest of all concerned, the Insurer complies with current regulations on international sanctions. The Insurer is not obliged to pay any idemnity or provide any benefit under this Information Notice to the extent that the provision of such cover , the payment of such indemnity or the provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations Resolution, trade or economic sanctions, laws or regulations of the European Union, France, Switzerland or the United Kingdom, or Sanctions of the United States of America.

11.1.4 **AML**

In accordance with regulatory obligations relating to the fight against money laundering and the financing of terrorism, the **Insurer** is required to :

- **Policyholder's** identification and their beneficiaries, as well as the gathering of all useful information enabling the Insurer to assess the purpose and nature of the subscription;

- Constant vigilance and a careful examination of the transactions carried out to assess their consistency with the information available to the **Insurer**;

- The **Policyholder** and the **Insured** must provide the **Insurer** with all the information and supporting documents that the Insurer may request.

11.1.5 Supervisory Authority

The Insurer, **Baloise Assurances Luxembourg S.A.**, is authorised and prudentially supervised by its home state supervisory authority:

Commissariat aux Assurances (CAA)
7, boulevard Joseph II
L-1840 Luxembourg
Website: https://www.caa.lu

For activities carried out in France under the freedom to provide services regime, the Insurer is also subject to applicable conduct-of-business rules and cooperation with the competent French authorities, in accordance with European Union law.

11.1.6 Language
This **Information Notice** (Information Notice and the Insurance Certificate) are made available in **English and French**.

The **French version** has a binding effect and is provided in order to comply with applicable legal and regulatory requirements and to ensure accessibility for insured persons.

In the event of any discrepancy or inconsistency between the different language versions, the **French version shall prevail** with respect to the rights of insured persons under compulsory insurance and other mandatory provisions of applicable law.

The English version is provided for information and operational purposes only.

12 Limitation period

The provisions relating to the limitation period for actions arising from the insurance contract are set out in Articles L.114-1 to L.114-3 of the Insurance Code, reproduced below:

Article L114-1 of the Insurance Code

"All actions deriving from an insurance contract are prescribed by two years from the event that gives rise to it. However, this period does not run: 1° In the event of reluctance, omission, false or inaccurate declaration of the risk incurred, only from the day the insurer became aware of it; 2° In the event of a loss, only from the day the interested parties became aware of it, if they prove that they were aware of it; ignored until then. When the action of the insured against the insurer is caused by the recourse of a third party, the limitation period only runs from the day on which this third party took legal action against the insured or has been compensated by the latter. [...]".

Article L114-2 of the Insurance Code

"The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following an incident. The interruption of the limitation period of the action may, in addition, result from the sending a registered letter or an electronic registered letter, with acknowledgment of receipt, addressed by the insurer to the insured regarding the action for payment of the premium and by the insured to the insurer regarding the payment of compensation ".

The ordinary causes of interruption of prescription are specified under in Articles 2240 to 2246 of the Civil Code as follows:

Article 2240 of the Civil Code

The recognition by the debtor of the right of the person against whom he prescribed interrupts the limitation period.

Article 2241 of the Civil Code

The legal action, even in summary proceedings, interrupts the limitation period as well as the foreclosure period.

The same applies when it is brought before a court without jurisdiction or when the act of referral to the court is canceled due to a procedural defect.

Article 2242 of the Civil Code

The interruption resulting from the legal request produces its effects until the termination of the proceedings.

Article 2243 of the Civil Code

The interruption is void if the applicant withdraws his request or allows the proceedings to expire, or if his request is definitively rejected.

Article 2244 of the Civil Code

The limitation period or the foreclosure period is also interrupted by a precautionary measure taken in application of the code of civil enforcement procedures or an act of forced execution.

Article 2245 of the Civil Code

The arrest made to one of the joint debtors by a legal request or by an act of forced execution or the recognition by the debtor of the right of the person against whom he prescribed interrupts the limitation period against all the others, even against their heirs.

On the other hand, the interpellation made to one of the heirs of a joint debtor or the recognition of this heir does not interrupt the limitation period with regard to the other co-heirs, even in the case of a mortgage debt, if the obligation is divisible. This questioning or this recognition only interrupts the limitation period, with regard to the other co-debtors, for the part for which this heir is liable.

To interrupt the limitation period for the whole, with regard to the other co-debtors, it is necessary to interpellate all the heirs of the deceased debtor or to recognize all these heirs.

Article 2246 of the Civil Code

The arrest made to the principal debtor or his recognition interrupts the limitation period against the surety.

Article L114-3 of the Insurance Code

By way of derogation from Article 2254 of the Civil Code, the parties to the insurance contract cannot, even by mutual agreement, neither modify the duration of the limitation period, nor add to the causes of suspension or interruption thereof.

13 Enforceability:

In accordance with the applicable provisions relatong to on behalf insurance contract, in particular the last paragraph of Article L. 112-1 of the Insurance Code, the exceptions that the Insurer may invoke against the Policyholder are also enforceable against the Insured.