

Terms and Conditions relating to Risk Management

General

These Terms and Conditions apply if, through the Lease Contract, the Hirer signs up for the additional service relating to risk management for the Lease or Replacement Car.

This document explains when and under what conditions Alphabet waives recourse for the damage incurred by its property that is not recoverable from a third party (hereinafter referred to as "the service").

As specified in Article 5.1, any incident must be reported to Alphabet Belgium within 24 hours after the facts.

Art. 1 Territorial cover

This additional service can only be acquired for the countries validated on the insurance certificate (green card).

Art. 2 Intermediation provided

Alphabet provides this service in the following instances, but after deducting the personal contribution as specified in the lease contract. This remains the responsibility of the Hirer.

2.1 Material damage

Without prejudice to Art. 2.6, this service covers the destruction of or damage to the Lease or Replacement Car as a result of a collision, striking an obstacle, rolling over, a fall, an act of malice or vandalism, a collapse of bridges, roads or buildings.

This service does not, however, cover:

- damage caused by wear, poor maintenance of the Lease or Replacement Car or a lack of lubricant or coolant;
- damage caused or aggravated by mechanical faults on the vehicle;
- damage caused or aggravated by the items or animals being transported, the loading or unloading thereof as well as by overloading the Lease or Replacement Car or its trailer;
- damage to tyres and the interior, either caused together with or as a result of other covered causes of loss.

2.2 Wildlife

The service covers the destruction of or damage to the Lease or Replacement Car that is the immediate result of direct contact or a collision with animals in places accessible to the public. No personal contribution applies if a report is made to the competent authority within 24 hours of the location of the incident and Alphabet Belgium is in possession of a 'certificate of filing of claim' together with a copy of the interview.

Alphabet also provides this service for damage caused by rodents and damage due to animal droppings, incurred both in places accessible to the public and on private property. The personal contribution applies in this connection.

2.3 Natural forces

The service covers the destruction of or damage to the Lease or Replacement Car as a result of a rock collapse, a rockfall, a landslide, the pressure of a mass of snow or ice, an avalanche, an earthquake, a storm with winds of at least 80 kph, a hurricane, hail, a flood or spring tide. The personal contribution does not apply.

Damage that is the result of driving through large puddles, streams, rivers or other watercourses, such as, for example, mechanical and electrical damage, however, engine and/or bodywork damage is not covered by this service.

2.4 Fire

The service covers the destruction of or damage to the Lease or Replacement Car due to fire, explosion, short circuit or lightning strike, together with the costs of extinguishing and salvaging the Lease or Replacement Car.

This service does not, however, cover:

- sear damage without fire or explosion;
- damage caused by the loading, unloading or transport of highly flammable, explosive or corrosive substances or objects;
- fire damage caused by the driver, Hirer or persons who live with them or are employed by them.

2.5 Theft

The service covers the disappearance, partial theft (such as parts), destruction or partial damage as a result of the theft or attempted theft of the Lease or Replacement Car, including carjacking and homejacking.

In the event that the keys are stolen, and provided the driver or Hirer files a claim with the competent authority within 24 hours, the service also includes:

- the cost of replacing the locks;
the cost of reprogramming the locking system;

The personal contribution does not apply in case of the complete theft of the Lease or Replacement Car, provided the driver or Hirer files a claim with the competent authority within 24 hours.

If the vehicle is stolen abroad, the driver or Hirer must also report the theft to the competent Belgian authority on their return.

There is no service for damage as a result of theft or attempted theft if:

- the perpetrators or accomplices are the rider or the Hirer, persons who live with them or are employed by them;
- doors or boot are not locked, if roof or window is not closed, if the keys and/or any other items intended for operating locks or starting the vehicle were left in or on the Lease or Replacement Car, unless this was in an individual locked garage at the time of the facts and this was broken into;

- the keys and/or the remote control for the locks were left in a place that is accessible to the public or not closed off, even if these are not visible;
- where applicable, the security code of the Lease or Replacement Car is in the vehicle;
- the damage is the result of embezzlement or breach of confidence.

If the Lease or Replacement Car is not found within 30 calendar days of the theft and/or the Lease or Replacement Car is not available in Belgium within said period, it is regarded as permanently lost and the Lease Contract is terminated on the date of the theft + 30 calendar days.

If the theft was notified to the reporting authority, after which it ultimately emerges that the Lease or Replacement Car was not stolen (for example was towed away by or on behalf of the competent authority due to a parking violation) and there are no traces of break-in, all ensuing costs incurred by Alphabet Belgium will be passed on.

2.6 Glass breakage

The service covers breakage of the windscreen, the side and rear windows, and of the glass part of sunroofs.

No personal contribution applies if the repair or replacement is carried out by a company recognised for this purpose by Alphabet Belgium.

If the repair or replacement takes place at an official dealership or a company not recognised by Alphabet Belgium, the personal contribution provided for in the special terms and conditions of the Lease Contract applies at all times.

Glass breakage as a result of malicious intent, including vandalism, attempted theft or theft, is covered by Article 2.6, which states that Alphabet waives recourse without personal contribution in this regard.

Art. 3 Extensions

In the event of an incident that is covered by the terms and conditions of this service, Alphabet also covers the following costs:

- the fees charged by the vehicle inspectorate if the Lease or Replacement Car has to be inspected following a repair;
- the costs reasonably incurred to avoid an imminent incident or limit the consequences, such as extinguishing and salvaging costs.

Art. 4 General exclusions - right of recourse on the part of Alphabet Belgium

In the following cases, Alphabet Belgium shall not waive its right of recourse, and shall invoice the Hirer for the losses incurred and the costs and expenses incurred by it:

4.1

If the incident was caused by a failure to act with due care and attention on the part of the Hirer and/or driver of the Lease or Replacement Car, or the person to who the Lease or Replacement Car was entrusted.

In that connection, a person who acts with due care and attention is seen as someone who behaves reasonably and responsibly and does everything necessary to prevent (foreseeable) damage.

4.2

If the incident encompasses one of the following elements:

- driving while under the influence of alcohol, where the alcohol concentration is 1.0‰ (grams per litre of blood) or 0.43 mg per litre of exhaled alveolar air (EAA) or more.
- driving in a condition comparable with drunkenness, where the driver is no longer in control of his or her actions as a result of using products other than alcoholic beverages, such as, for example, drugs or medication;

4.3

If the damage was caused by the fact that the Lease or Replacement Car in question, which is subject to Belgian technical inspection regulations, at the time of the incident did not have or no longer had a valid inspection certificate, except where the incident occurs during the normal journey to the inspection or when, if a certificate is issued that specifies "verboden tot het verkeer" ["not roadworthy"], the person in question is travelling from the inspection centre to his or her home address and/or to the repairer and is driving to the inspection centre following the repair.

4.4

If the incident occurs during practice for or while participating in a speed run, regularity rally or agility competition.

4.5

If, at the time of the incident, the Lease or Replacement Car is being driven by a person who does not satisfy the conditions laid down by Belgian law and regulations to drive the Lease or Replacement Car.

4.6

If the damage is identified following the (temporary) recall of the vehicle and the damage was not promptly reported to Alphabet in accordance with Article 5.1.

4.7

If the incident is the result of war, civil war or similar circumstances.

4.8

If the incident is the result of strike, riot or acts of violence of collective inspiration, unless the Hirer or driver of the Lease or Replacement Car proves that he or she did not actively take part in these events.

4.9

If the incident is attributable to causes of a radioactive nature, a change in the structure of atoms, atomic fission, radioactive force or radioactive products.

4.10

If the incident occurs on the occasion of bets or challenges.

4.11

If the incident was caused by aggression on the part of the driver and/or passengers of the Lease or Replacement Car.

4.12

In the case of repeated or successive non-payment by the Hirer of the fee owed for the service.

Art. 5 Settlement of claims

5.1 Notification

In the event of damage incurred by or caused with the Lease or Replacement Car, the Hirer is required to notify Alphabet Belgium within 24 (twenty-four) hours and submit to Alphabet Belgium as quickly as possible all witness statements and/or other documents pertaining to the incident, including a completed European statement of claim form or a copy of the statement to the reporting authority and traffic accident form.

The notice of loss must at least include the details of the Lease or Replacement Car, the name and address of the driver, the causes, the circumstances, the date of the damage, the place of the accident and the surname, first name and address of the witnesses and any victims. Where possible, notification of the loss is given using the European Accident Form given to the driver by Alphabet Belgium.

The Hirer or the rider is not permitted to undertake any recognition of liability and may only acknowledge the actual circumstances in statements and documentation.

If physical injury is caused or incurred during an incident, the Hirer is in all instances required to ensure that the competent authority produce a report, and shall send the relevant details in this regard, such as reference number, date of the report and identity of the reporting authority to Alphabet Belgium as soon as possible.

In case of theft or attempted theft, the Hirer undertakes to file a claim with the competent authority within 24 hours of the facts. He or she shall also inform Alphabet Belgium of this in writing.

To benefit from the service, the Hirer is in all instances required to hand over all original keys and remote controls to Alphabet Belgium except in case of carjacking and/or homejacking, provided in such cases a report was produced by the competent authority that specifies carjacking or homejacking.

In the event of theft of the Lease or Replacement Car or attempted theft abroad, the Hirer is required, immediately upon returning to Belgium, also to notify the competent Belgian authority.

If the driver fails to report the damage within the specified deadline, Alphabet Belgium may not refuse the service if the driver proves that he or she made the report as quickly as was reasonably possible, having previously been impeded by force majeure.

5.2 Audio and mobile phone installations, multimedia and navigation systems

The service by Alphabet Belgium is only possible for devices and instruments that are its property.

In the event of theft of the vehicle and of a mobile phone, navigation system, multimedia installation or a similar device, the service by Alphabet is limited to the fixed part fitted within the vehicle.

If the facts are repeated, Alphabet may fit an alternative, similar device of its choosing.

The service cannot be invoked to obtain compensation for the loose mobile phone device, loose navigation device or other items that are in the vehicle and are not the property of Alphabet.

5.3 Repairing the damage incurred

Alphabet will always have the repair carried out by a repair company recognised by it.

5.4 Confluence of causes

If the incident arises out of a confluence of guaranteed and non-guaranteed events, the decisive cause of the damage takes precedence.

If the incident arises out of a combination of different guaranteed events, Alphabet waives recourse, after deducting a personal contribution for each incident.