

## **PRIVATE LEASE – PRE-CONTRACTUAL INFORMATION FOR CONSUMERS**

You are interested in operational vehicle leasing ('**Private Lease**') and are considering concluding a Private Lease contract (the '**Lease Agreement**') with us<sup>1</sup> ('**we**').

Please read this pre-contractual information carefully. You will find here an overview of your rights and obligations under the Lease Agreement.

### **1. Important prior conditions**

**In order to conclude a Lease Agreement, you must meet the following conditions:**

- You are concluding the Lease Agreement in your capacity as a **consumer**, within the meaning of Belgian law: "*any natural person acting for purposes outside of their trade, business, craft or professional activity*" (Section I, 1, 2 of the Code of Economic Law).
- You live in Belgium.
- You have the financial capacity to meet your commitments to us.
- You pay by direct debit.

### **2. Essential characteristics of a Lease Agreement**

A Private Lease consists of providing you with a vehicle and providing services relating to the vehicle.

We lease the vehicle mentioned in the Lease Agreement (the '**Vehicle**'). We purchase this Vehicle specifically based on your wishes – in the desired configuration – as part of the Lease Agreement that you enter into with us.

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We lease the vehicle mentioned in the Lease Agreement (the '**Vehicle**'). We purchase this Vehicle specifically based on your wishes – in the desired configuration – as part of the Lease Agreement that you enter into with us.

We also provide services relating to the Vehicle (the '**Services**'), such as:

- Vehicle financing and purchase
- Vehicle registration, and payment of road tax
- Regular maintenance and technical repair
- Changing summer and winter tyres, if winter tyres are included in the Lease Agreement
- Third-party liability insurance, and, where applicable, legal assistance and driver's insurance, if you have opted to have us take out these insurance policies in your name and on your behalf
- Assumption of liability for the risk of damage or loss of the Vehicle (PERFECTA service)
- Breakdown service in Europe
- Provision of a replacement vehicle, in the cases and under the conditions specified in the Lease Agreement.

In return, you will be charged a monthly rental fee.

**Note:** The Vehicle remains our property throughout the entire term of the Lease Agreement. The Lease Agreement does not include either (i) an option; or (ii) an obligation for you to purchase the Vehicle. You must return the Vehicle to us at the end of the Lease Agreement.

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<sup>1</sup>We are Arval Belgium SA/NV, Ikaroslaan 99, 1930 Zaventem, Belgium, Brussels Register of Companies VAT BE 0436.781.102, FSMA ancillary insurance intermediary No. 047238 A, [www.arval.be](http://www.arval.be), +32 (0)2 240 01 99, [retail@arval.be](mailto:retail@arval.be).

### 3. Conclusion of the Lease Agreement and right of cancellation

If you are happy with our offer and wish to enter into a Lease Agreement, your solvency and the acceptance criteria will be assessed on the basis of your identity card, personal data (for example, address and date of birth), sources of income, family composition, driving licence, household costs and other current financial commitments.

Even after a positive decision, you can still decide not to enter into a Lease Agreement. If you wish to do so, however, we will send you a Lease Agreement with General Conditions for the Vehicle of your choice. Please sign and initial this Lease Agreement (including the General Conditions) and return it to us. Your signature indicates your agreement. We will notify you once we receive the Lease Agreement signed by you.

You have the **right to withdraw within 14 days** from when we receive the signed Lease Agreement. To exercise this right, please contact us by email at [retail@arval.be](mailto:retail@arval.be) or by letter to Ikaroslaan 99, 1930 Zaventem, Belgium. You can do so using the withdrawal form available at [www.arval.be/nl/privatelease](http://www.arval.be/nl/privatelease) and which is also annexed to the General Conditions for the Lease Agreement. The Vehicle will not be delivered during the cancellation period.

### 4. Delivery of the Vehicle

The Lease Agreement will state the estimated delivery date of the Vehicle. We will do everything in our power to make the Vehicle available on this date. However, we do not have any control over the actual delivery date: it depends on the manufacturer's production capacity or on the availability of the Vehicle on the market.

Where the latest date on which the Vehicle can be collected is specified in the Lease Agreement and the Vehicle is not available on that date, you can send us a written request demanding to be allowed to collect the Vehicle within 14 days. If we do not inform you within 14 days that the Vehicle can be collected, you can inform us in writing that you are terminating the Lease Agreement.

### 5. Term of the Lease Agreement

The right to use the Vehicle applies from taking delivery and for the term stated in the Lease Agreement. This does not apply if you do not take delivery of the Vehicle within five working days after the specified collection date. In that case, the leasing period begins on the fifth day following notification.

### 6. Monthly rental and payment

In return for the supply of the Vehicle and the supply of the Services, you will pay the **monthly rental** stated in the Lease Agreement (the '**Rental**'). The amount of the Rental is determined based on the number of kilometres travelled per year, the term, the administrative and management costs, the value of the Vehicle (model and options) and the various Services.

You will receive a monthly invoice from us around the fifteenth of the month before the invoiced month. The monthly rental must be paid within two weeks, and no later than the first day of the month after the invoice date.

**You agree to pay the rental by direct debit.**

**Note:**

Following the delivery of your Vehicle, you will receive our first invoice. The first invoice will cover the amount of the rental from the delivery date up to and including the last day of the month after the month in which we send this first invoice. The first invoice therefore always

covers a period of more than one calendar month and will therefore always be for a higher amount than the usual monthly rental payment.

Be sure to take this into account.

## 7. Advance payment

If you make an advance payment, this will result in a lower investment amount and therefore a lower rental. If the Lease Agreement is terminated prematurely, the amount of the advance payments will not be reimbursed, except in the event of the total loss or theft of the vehicle, and then on a pro rata basis.

**Note:** We will not order the Vehicle until the amount of the advance payment has been transferred to our account.

## 8. Change(s) to the Rental

The Rental may be adjusted **before and/or after delivery of the Vehicle:**

- **Before delivery:** as a result of a change in the list price of the Vehicle or its options (change applied by the manufacturer), in interest rates, to the applicable taxes or to the cost price of the insurance premiums that are included in the Rental;
- **After delivery:**
  - as a result of changes in the insurance premiums, in the Rental component relating to the PERFECTA service, in the applicable taxes or in other sums to be paid to the government, to all additional costs for the Vehicle charged to us as a result of new laws or regulations coming into force;
  - if the number of kilometres per year and/or the contractual period is changed.

Certain changes in the Rental may also lead to a change in the settlement prices for kilometres.

## 9. Interim settlement – adjustment of the Rental to your driving habits

You determine the number of kilometres you will cover each year based on your driving habits. The Lease Agreement is drawn up based on this information. The number of kilometres travelled by the Vehicle and any replacement vehicle(s) is determined on 31 December of each year. If you travel fewer kilometres than originally agreed, we will refund the difference based on the applicable settlement prices, and vice versa.

### Example:

- *On 1 March, you opted for 10,000 km per year in the Lease Agreement. On 31 December, you have already driven 12,500 km while the Lease Agreement has not yet been in effect for 12 months. In order to avoid unpleasant surprises at the end date of the Lease Agreement, we will propose that you adjust your annual mileage. You are free to accept or decline this proposal. For the extra kilometres you have driven compared with the agreed number of kilometres, we will invoice you:  
10,000 annual km / 12 months = 833.33 km x 10 (March to December) = 8,333.33 km you have paid for contractually. You drove 12,500 km, so (12,500 – 8,333.33 =) 4,166.7 km extra. We will invoice you: 4,166.7 x the applicable price per extra kilometre driven.*
- *On 1 March, you opted for 15,000 km per year in the Lease Agreement. On 31 December, however, you have only driven 10,000 km, which is an average of 1,000 km per month. It is therefore unlikely that you will actually cover the originally agreed 15,000 km per year. Because you drove fewer kilometres than what was originally agreed in the Lease Agreement, the estimated cost price is too high. We will therefore refund you:  
15,000 annual km / 12 months = 1,250 km x 10 (March to December) = 12,500 km you have paid for contractually. You drove 10,000 km, so (12,500 – 10,000 =) 2,500 km less. We will therefore refund you 2,500 x the applicable price for the kilometres not driven.*

**10. Costs and expenses to be paid by you**

We will pay the costs associated with the Vehicle as stated in the Lease Agreement. However, you will still need to pay certain costs. For example, you must pay the following costs:

- any costs for storage, parking, tolls, ferries, washing and cleaning, fuel, AdBlue and similar products;
- fines, any costs and expenses due to incidents and criminal offences related to the Vehicle;
- the 'excess' – fixed amount stated in the Lease Agreement – for damage to the Vehicle, or in the specific cases mentioned in the Lease Agreement, the full damage to the Vehicle;
- all repairs resulting from a failure to comply with the manufacturer's recommendations or inappropriate use of the Vehicle (in particular use of the wrong fuel, not checking the oil level, failure to stop immediately when a warning light comes on).

The above list is not exhaustive.

**11. Insurance**

It is a legal obligation to take out **civil liability (third-party) insurance** for the Vehicle. Legal assistance insurance for the Vehicle and driver's insurance are optional.

**a) Insurances through our intermediation**

If you wish, we can take out civil liability insurance (and driver's insurance if desired) in your name and on your behalf with the insurance company Greenval Insurance DAC. Legal assistance insurance can be taken out in your name and on your behalf with Euromex SA/NV.

We would like to provide you correct and transparent information thereon in compliance with the rules of conduct prescribed by law. More information about these rules of conduct and about our role as an insurance intermediary can be found in the Assurmifid section at [www.arval.be/en/assurmifid](http://www.arval.be/en/assurmifid).

*1. Desired insurance products*

Under the lease agreement, you request us, based on your demands and needs, to take out the following insurance products in your name and on your behalf.

The civil liability insurance required by law through Greenval, so that losses to third parties can be compensated.	<input type="checkbox"/> yes <input type="checkbox"/> no
Legal aid assistance through Euromex to protect your interests in the event of an accident with the vehicle.	<input type="checkbox"/> yes <input type="checkbox"/> no
Supplementary driver's insurance through Greenval so that compensation will be paid for any physical injuries to the driver.	<input type="checkbox"/> yes <input type="checkbox"/> no

*2. Pre-contractual information*

If you take out the insurances through us, we provide you with the product sheets of the insurance products ("IPID") listed below in order to provide a correct overview of the various options.

You confirm that you have chosen to consult the product sheets electronically on [www.arval.be/en/assurmifid](http://www.arval.be/en/assurmifid) (via the different links in the section 'General information about Arval').

You confirm that you were able to consult the information sheets for the desired insurance products prior to the conclusion of the lease agreement.

### 3. Charges and costs

If you take out the insurances through us, the different premiums for the selected insurance products, including the charges and costs, will be included in the rental invoice. The overview of statutory insurance taxes is given below:

- Compulsory third-party liability insurance required by law: 27,10%
- Legal aid assistance: 16,75%
- Driver's insurance: 16,75%

#### b) Insurances not through us

You are not obliged to take out these insurance policies through us. You may take out these insurance policies with the insurance companies of your choice. You must, however, remain insured for civil liability for the entire term of the Lease Agreement.

**Note:** If you decide to insure the Vehicle through your own insurer:

- **we will not normally be able to intervene in the administrative handling of any accidents you may have;**
- **you must provide us with a copy of the green card, a copy of your insurance policy and – annually – proof that the Vehicle is insured.**

If you are no longer covered by your insurance during the Lease Agreement, for example due to non-payment of the premium, you must inform us as soon as possible in writing. We will have the right to terminate the Lease Agreement in that event.

## 12. Damage to the vehicle

The PERFECTA service means that we will bear the repair costs of the Vehicle and the damage to the Vehicle for the causes mentioned below, and waive any right of recourse against you (agreed waiver of recourse), subject to the payment of an 'excess' and a few exceptions, as stated below.

**Note:**

- Causes of damage covered by the PERFECTA service are limited to fire, theft or attempted theft, material damage and glass breakage.
- You will always have to pay a fixed amount for each claim with the above causes (the 'Excess'), unless the loss is recoverable. This amount is indicated in the Lease Agreement.
- However, certain damage is not covered by us and must therefore be paid by you. An exhaustive list of such cases can be found in our General Conditions for Private Leases. This could be the case, for example, if the Vehicle is driven by a person who does not comply with the legal requirements relating to the right to drive a vehicle, or if the driver is above the legal level of alcoholic intoxication, drunkenness or a similar state as a result of the use of substances other than alcoholic beverages.

## 13. Returning the Vehicle: settlement of kilometres and damage at the end of the Lease Agreement

You must return the Vehicle to us in a clean and good condition on the end date of the Lease Agreement. If, when the Vehicle is returned, damage is found that is not due to the normal use of the Vehicle, you will be responsible for the repair costs or the amount written off as a result of that damage. Consult Renta's terms ([www.renta.be/nl/renta-norm](http://www.renta.be/nl/renta-norm)) for the return of end-of-contract vehicles. These give you an overview of what is considered normal wear and tear, which will therefore be accepted.

A settlement is also made based on the total number of kilometres actually driven (including the kilometres driven with a replacement vehicle). We then compare this data with the contractual kilometres. If you have travelled more kilometres with the Vehicle than originally agreed, we will invoice you for the difference based on the applicable settlement prices. If you have travelled fewer kilometres, we will also refund the difference based on the applicable settlement prices. This settlement will take interim settlements into account.

#### 14. End of the Lease Agreement due to cancellation or termination

The Lease Agreement will end:

- a. automatically, in the cases specified in the Lease Agreement (such as the expiry of the Term or reaching the maximum number of kilometres to be driven). The kilometres will be settled in accordance with Article 13 above;
- b. in the event of early cancellation at your request (under certain conditions);
- c. in the event of early termination by us due to certain circumstances for which you are responsible (under certain conditions) affecting our risk position, such as non-payment of at least two invoices after notice of default or due to excessive repair and maintenance costs;
- d. in case of non-collection of the Vehicle, after we have reminded you at least twice that if you do not respond within a period of at least 14 days, we may terminate the Lease Agreement, for which compensation may be due, as stated in the General Conditions.

Note: In cases b, c and d, and if you reach the agreed maximum total number of kilometres to be driven before the end of the Term, you will then have to pay 30% of the total amount of rent still due, from which the number of kilometres according to Article 13 above will be deducted.

#### 15. Collection and processing of your personal data

We process your personal data in accordance with our Data Protection Notice. You can find more information about the processing of personal data by Arval at [www.arval.be/nl/privacy](http://www.arval.be/nl/privacy).

#### 16. Do you have a problem or a complaint?

We aim to offer you the best possible service. However, if you are not completely satisfied, you can send us any complaints by phone or in writing. Together we will try to find a satisfactory solution in an amicable way. If we do not arrive at a satisfactory solution, you can take advantage of the Consumer Mediation Service's out-of-court dispute resolution scheme as specified in the General Conditions.

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You expressly acknowledge that this pre-contractual information was provided to you prior to the signing of the Lease Agreement.

Should you wish to conclude a Lease Agreement with us based on this quotation, BNP Paribas Fortis will intervene on our request and collect the information which will enable your financial situation to be analysed. BNP Paribas Fortis will then send us the result of this analysis and we will decide to offer you a Lease Agreement if applicable. You acknowledge and accept that we will ask BNP Paribas Fortis to assess your solvency and inform us of the result of this analysis.