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I. GENERAL PROVISIONS

The following provisions apply to the whole agreement.

1. Contract

VAB nv, with a registered office in Belgium, Pastoor Coplaan 100, 2070 Zwijndrecht, BE 0436.267.594, is a mobility organisation that offers breakdown assistance for covered vehicles (*whose number plate is mentioned in the proof of subscription*). The insurance products are guaranteed by VAB nv.

Underwriter:

- ✓ The breakdown assistance is not person-specific; anyone who meets the general conditions and requests assistance with the insured vehicle (*mentioned in the proof of subscription by its number plate*) will be eligible to receive our help;
- ✓ The insured member or you: the person who took out the breakdown assistance with VAB nv and who is mentioned by name in the proof of subscription.

The covered vehicle

The vehicle of the rightful owner/user, whose number plate is mentioned in the proof of subscription and which has a compulsory motor liability insurance, shall be entitled to the service, discussed in Chapter II of this document.

Trailers (*up to 750 kg with the number plate of the towing vehicle and up to 3.5 tonnes MAM with its own number plate, max 6.5m long and max 3m high*) that are put into service in Belgium in a legally valid manner are also entitled to breakdown assistance provided that they are linked to an insured vehicle.

Immobility is defined as the inoperability of the covered vehicle that occurs suddenly and unexpectedly without malicious intent and where the intervention of the VAB Roadside assistance force is demanded immediately.

Changes to the VAB contract (*vehicle details, personal details or contact details*) must be reported to the VAB Customer Service department as soon as possible. A change can be communicated in writing, by e-mail and chat or by telephone. If information is not provided or is provided incorrectly, VAB nv reserves the right to refuse intervention or to charge the person concerned for a new roadside service, plus the cost price of a new subscription. However, payment for the new subscription will remain fully accrued by VAB nv.

Membership

By signing or renewing a VAB contract, you automatically become a member of the VAB Club for a period of 12 consecutive months.

As member of the VAB Club, you receive:

- ✓ The bimonthly VAB magazine, either online or on paper;
- ✓ The monthly digital newsletter;
- ✓ Interesting member benefits from VAB nv and its partners, about which VAB will inform you by e-mail and which you can also consult online at vabclub.be;
- ✓ Defence of your interests as a mobility user by VAB vzw.

2. Validity

The 12-month term of the VAB contract is stated in the proof of subscription. The period of validity cannot be temporarily suspended and no partial refunds shall be made, except for the official removal of the number plate on presentation of a proof of cancellation. The current contract must be valid for at least another 3 months and no interventions can be made to that vehicle during the current contract.

The guarantees are only valid for a breakdown or accident that occurs after the 4th calendar day following receipt of payment.

Vehicles that are not covered during their immobility or within 4 calendar days after payment can appeal to us under the following conditions: payment of the 1st Breakdown assistance (*including, if necessary, a tow of up to 50 km*) based on the intervention rates, see website. If your vehicle has to be towed further than 50 km, this can be done for a fee. The rates can be requested via the VAB Customer Service department on 03/253.61.30. In addition, you are also automatically entitled to further services.

3. Where is the insurance valid?

"Breakdown assistance in the Benelux": Belgium, the Netherlands or the Grand Duchy of Luxembourg.

"Option replacement car": Only valid in Belgium and the Grand Duchy of Luxembourg.

4. Payment

The breakdown assistance has a term of one year and is tacitly renewed for consecutive periods of one year, except in the event of cancellation by the underwriter or VAB at any time with due observance of a notice period of 2 months (3 months if cancellation by us). The contract can be cancelled by registered letter delivered to the post office, by bailiff's writ or by delivery of the letter of cancellation against receipt. The renewal of the subscription will be effected by receipt of payment. VAB nv reserves the right at all times to refuse a subscription or renewal for any reason whatsoever.

In the event of payment of the membership contribution by direct debit, and if the member applies for and obtains a refund of the membership contribution in accordance with the Law of 10 December 2009 on payment services within 8 weeks of debiting his account, the membership contribution will be invoiced to the member. If, in the meantime, however, breakdown assistance has already been provided, the membership contribution will be invoiced to the member as stipulated above if the member subscribes at the time of the actual breakdown or accident.

Any additional invoices must be paid to the registered office of the company no later than 15 days after the breakdown assistance has been provided.

What happens in the event of non-payment?

- ✓ In the case of late payment, interest of 1% per commenced month, to be increased with the reminder fees fixed at 10%, with a minimum of € 100, will be due by right and without formal notice.
- ✓ In the event of non-payment on the due date, all amounts still due become immediately due and payable, without prejudice to the payment terms that were already granted;
- ✓ In the event of non-payment, VAB nv also has the right to suspend all services until full payment of the invoice and the aforementioned costs has been received;
- ✓ In the event of non-payment within 15 days after the breakdown assistance has been provided, VAB nv will be entitled to declare the application for subscription cancelled and to charge the actual cost of the intervention.

The amounts already paid will be regarded as definitively acquired.

Disputes

The invoice must be disputed within 8 days of the invoice date, VAB nv will not accept any further disputes after this date. The beneficiary is also aware that if he/she does not pay outstanding invoices on the due date – or does so late – he/she will be obliged, without any formality or notice of default, to pay all outstanding invoices in his/her name immediately.

The parties explicitly agree and acknowledge that the place of execution of the agreement is the registered office of the supplier and that all disputes relating to the invoice are subject to Belgian law and are in accordance with article 624.2° of the Belgian Judicial Code, which shall be submitted to the courts of the district of Antwerp.

VAB nv reserves the right to change the conditions and the rates of the breakdown assistance at any time. The applicable terms and conditions will be communicated at each subscription or renewal. The updated conditions and rates can always be consulted on the website at vabpechbijstand.be.



This communication serves as an announcement in the sense of the Law of 10 December 2009 on payment services. In the event of a dispute, the courts of the district of Antwerp shall have exclusive jurisdiction.

5. What is not covered by the guarantees?

We are not obliged to intervene in the case of:

- ✓ Services of any kind, which at the time of the event were not requested from the VAB Emergency Call Centre or which were not carried out by us or with our agreement, are not eligible for a refund. Failure to follow the established procedure and/or failure to provide the necessary proof will also lead to the refusal of a refund;
- ✓ Intentional and/or unlawful acts on your part, as well as the confiscation of the bicycle by the local authority as a result thereof;
- ✓ Participation in extreme outdoor activities. By this we mean outdoor activities in which the extreme conditions or the level of difficulty represent a potential danger to life, such as downhill racing/biking. For any activities not listed, we do provide coverage provided that the necessary safety regulations have been observed (*such as wearing a helmet*).
- ✓ The practice of all sports/activities as a profession or for remuneration is excluded, including competitions and training sessions;
- ✓ Excessive use of alcohol or the use of medicines or narcotics that have not been prescribed by a physician, unless there is no causal connection with the harmful event;
- ✓ A vehicle that is already in a repair location or in its immediate vicinity;
- ✓ The costs of spare parts (*including oil and fuel*) used for the local breakdown assistance. The spare parts will only be used with your permission and will be paid for by you on the spot. The costs of the spare parts and the working hours in the garage are also at your expense;
- ✓ Trailers not coupled to an insured vehicle or trailers used for professional activities;
- ✓ Vehicles that are not covered or in the event of failure to provide (correct) information;
- ✓ Repeated breakdowns as a result of non-repair or the poor maintenance of the vehicle, as well as in the event of any manifest misconduct, non-payment or any other abuse in the context of this or any other agreement with VAB nv. In these cases, VAB nv reserves the right to permanently refuse the provision of services, without any right to compensation from the member. However, VAB nv will retain the right to claim damages;
- ✓ Vehicles that are not on public roads or paved private roads or cannot be reached by VAB nv's regular vehicles, e.g. when a vehicle is not on a paved surface or when one or more wheels of the vehicle no longer touch the ground. If it is necessary to make use of specialised salvage services, these and other resulting costs will be charged to you;
- ✓ Vehicles, trailers or caravans with an MAM or actual weight of more than 3.5 tonnes, a length of more than 6.5 m and/or a height of more than 3 m, or vehicles with lowered suspension and/or spoilers are always excluded from free towing. Upon request, the VAB Emergency Call Centre will examine whether a paid solution is possible and, if possible, make a non-binding proposal;
- ✓ In the event of towing, our VAB road guards are neither qualified nor insured to lift people with a physical disability or reduced mobility into a tow truck. In these cases, we will work with the client to find another solution, which may be invoiced in the event that specialised transport is required. The VAB Breakdown assistance rate will be reduced by 20% for this adapted service;
- ✓ The transport of animals in the breakdown vehicle during the tow;
- ✓ VAB nv does not reimburse any loss of income as a result of damage or late delivery of transported loads;
- ✓ Vehicles with temporary, transit, taxi or commercial number plates (*excluding insured vehicles for which the breakdown assistance is linked to the chassis number*);

- ✓ Vehicles that are not registered and insured in Belgium are excluded from the right to breakdown assistance;
- ✓ Delivery and collection of replacement vehicles in the Netherlands and the Grand Duchy of Luxembourg;
- ✓ Signage and cleaning costs after a breakdown assistance;
- ✓ Storage costs if the towage was carried out on behalf of the authorities;
- ✓ Vehicles in partially self-propelled mode without the driver being physically at the wheel and in control of his/her car/vehicle;
- ✓ Cost of draining the fuel tank;
- ✓ The vehicle must be put into service in a legally valid manner and be used in accordance with its certificate of conformity in Belgium;
- ✓ Costs of meals and restaurant outings;
- ✓ Request for reimbursement for events prior to the start date of the contract;
- ✓ Costs that are not explicitly mentioned as insured.

We cannot be held liable for:

- ✓ Late, incomplete or non-execution of the assistance, or for shortfalls in the execution of the assistance, in the event of circumstances independent of our will or in the event of force majeure, such as terrorism, war, popular uprising, insurrection, strike, retaliation measures, restriction of freedom of movement, radioactivity, (*binding*) provisions of Belgian or foreign authorities (*e.g. negative travel advice or travel ban, lockdown, quarantine measures*), natural disaster, and so on;
- ✓ Damage to and theft of objects or accessories from the vehicle;
- ✓ The non-delivery of parts for the covered vehicle when these are not available in Belgium or have been taken out of production.

6. Your obligations

You commit to:

- ✓ Co-operate with the administrative formalities and obligations necessary to enable the assistance requested to be carried out;
- ✓ Give VAB nv correct information about the covered claim;
- ✓ Provide proof of the costs incurred on the basis of original invoices and/or certificates.

II. BREAKDOWN ASSISTANCE FOR VEHICLES IN THE BENELUX

A. Breakdown Assistance

VAB nv organises breakdown assistance for insured vehicles (*mentioned in the proof of subscription by its number plate*). The breakdown assistance is not person-specific; anyone who meets the general conditions and requests assistance with the insured vehicle (*mentioned in the proof of subscription by its number plate*) will be eligible to receive our help.

Covered vehicle

The vehicle of the rightful owner/user, whose number plate is mentioned in the proof of subscription and which has a compulsory motor liability insurance, shall be entitled to the service. Trailers (*up to 750 kg without number plate and up to 3.5 tonnes load capacity with number plate*) that are put into service in Belgium in a legally valid manner are also entitled to breakdown assistance provided that they are linked to an insured vehicle. Anyone eligible according to these general terms and conditions who requests assistance with the insured vehicle in Belgium, the Netherlands or the Grand Duchy of Luxembourg will be assisted.



Immobility is defined as the inoperability of the covered vehicle where that occurs suddenly and unexpectedly without malicious intent and where the intervention of the VAB Roadside assistance force is demanded immediately.

The assistance consists of:

- ✓ Making the vehicle roadworthy again, possibly temporarily, by the intervention of qualified personnel, 24 hours a day, 7 days a week. In the event of a provisional repair, it is advisable to contact your repairer afterwards;
- ✓ One towing if, according to the VAB road guard, it is not possible to make your vehicle roadworthy and technically ready for use, including theft of the number plate, steering wheel, airbag and centre console of the insured vehicle. We will take your vehicle to the most appropriate garage in Belgium. In case of an intervention in Belgium, the delivery in the garage will take place at the latest the day after the intervention;
- ✓ The occupants of the vehicle, up to a maximum of four people, will be transferred to the nearest place from where they can continue their journey (*trip*). The mode of transport is decided by VAB nv.

The assistance for the following vehicles with an empty battery consists of:

- ✓ Electric and hybrid vehicles: One towing to the nearest charging station within a radius of 50 km. Journeys above 50 km may be permitted at an additional charge.

Breakdown assistance is guaranteed and carried out by the VAB Breakdown assistance or a subcontractor.

If, following a breakdown or accident, the towing is carried out by another service provider at the request of the authorities, and you were unable to contact VAB nv yourself, VAB nv will refund the costs of this towing (*with the exception of storage and other costs*), up to a maximum of € 400. In the case of an accident, we need proof of insurance intervention. Affiliations at the moment of intervention are excluded from this arrangement for intervention.

Interventions in the Netherlands and the Grand Duchy of Luxembourg are carried out via a local equivalent service provider.

How to request assistance?

In the event of the immobility of the vehicle, you can call on VAB nv Roadside assistance, whose contact information can be found in the proof of subscription.

B. Replacement car (optional)

See also separate Terms and Conditions Replacement car. You are entitled to a replacement car in Belgium and the Grand Duchy of Luxembourg if:

- ✓ The replacement car guarantee was signed and paid for in full beforehand. The entitlement to a replacement car starts after receipt of the payment and after the next new intervention;
- ✓ The number plate of the immobilised vehicle is mentioned on this Replacement vehicle option;
- ✓ VAB nv cannot get your vehicle back up and running. Defects to the trailer do not give any right to a replacement car;
- ✓ You are in possession of a valid driving licence. A provisional driving licence is also considered to be a valid driving licence.

A replacement vehicle will be refused if the VAB road guard is of the opinion that the driver is unable to drive the vehicle safely, e.g. because they are under the influence of medicines, narcotics or other substances that may affect their ability to drive and react, or under the influence of alcohol, inebriated or suffering from alcohol intoxication, sleepiness or extreme fatigue.

If the above conditions are met, you are entitled to a manual or automatic (*delivery is subject to availability*) type A or B replacement vehicle (*small town cars*), which you may use during the duration of the repair of the insured vehicle (*based on the standard repair periods used in the sector*) up to a maximum of 5 calendar days and a maximum intervention of € 500. The delivery is based on necessity and availability.

The period of use shall be notified before the replacement vehicle is made available. Permission for longer use will be decided by VAB nv on the basis of availability,

subject to the immediate payment of a daily fee. For more information, contact our Customer Service.

The replacement car will be made available at the place of breakdown or accident, at the insured person's place of residence or at a VAB support point. If a replacement car is made available to you, VAB nv will collect the car at the agreed location.

Use of the replacement car

The replacement car may not be used for pushing/towing other vehicles, transporting people or goods for professional use or for participating in speed tests/competitions. Subletting the vehicle is expressly forbidden.

Traffic fines are at the expense of the user and will be increased by € 100 administration costs in favour of VAB nv. Any damage caused to the vehicle during the period of use may be recovered by VAB nv from the affiliated member. The damage invoice will be increased with an administrative cost of € 100. You are free to recover the cost of any damages from the responsible third party.

If you have an accident with the replacement vehicle, even if no third party is involved, you must fill in the 'European Accident Statement' completely and truthfully and sign it. You must also inform the VAB Emergency Call Centre as soon as possible and at the latest within 24 hours.

The replacement vehicle is provided with legal motor liability insurance. The replacement vehicles are not insured for own damage and theft. This means that in the event of theft or attempted theft, the police are obliged to intervene and you must provide us with proof that an official report has been drawn up.

If the replacement vehicle was damaged by an unknown liable third party (*see annex*), the following exemptions per make will be recovered from the underwriter/user. In the event of a total loss, the exemptions will be limited, subject to the correct application of the general terms and conditions. Damage resulting from theft, or attempted theft, is limited to the amount of the exemption. In the event of the theft, or attempted theft, of the replacement vehicle due to malicious intent, VAB nv retains the right to reclaim the actual damage (*amount*) from the underwriter/user.

Details of excess per vehicle, damage assessment and repair: see annex

After a total loss, a second replacement vehicle may be made available at the request of the beneficiary, if the period of availability has not yet expired and depending on availability. VAB nv reserves the right to charge any additional operational costs associated with the delivery and collection of a second replacement car to the affiliated member if the driver is liable for the damage to the original replacement car and is considered to be in the wrong at the time the damage occurred.

Abnormal wear and tear, damage caused by smoking or by animals and the return of an abnormally dirty replacement vehicle are regarded as damage. Only VAB nv or a person authorised by VAB nv may give instructions to carry out repairs to the replacement vehicle. Misuse of the replacement vehicle shall give rise to the immediate charging of all of the vehicle's operating costs, without prejudice to the right to possible compensation.

The vehicle must be returned with at least the same amount of fuel as at departure.

If the fuel level is lower, the difference in the amount of fuel will be charged plus an operational cost of € 15. Excess fuel in the tank will remain in VAB nv's favour without compensation. Any damage resulting from the incorrect operation of the vehicle, including misfuelling or the incorrect recharging of an electric vehicle, will be charged in full to the beneficiary. The fault will be established by VAB nv qualified personnel the day after the car is returned.

The replacement vehicles are equipped with *VAB Telematics*. This system registers the exact location of the vehicle, the technical status of the vehicle and its correct use.

The data obtained by *VAB Telematics* is processed and stored in accordance with privacy legislation for a period of 6 months or for the duration of the claim handling. The data will only be processed for the aforementioned purposes and cannot be passed on by VAB nv to third parties, except by court order. The data can be used as evidence in the handling of a claim regarding the replacement vehicle. Abuse may lead to the recovery of damages and/or refusal to provide further services.

In accordance with the law on privacy, the driver has the right to inspect the data concerning him/her and, if necessary, to correct it. All you have to do is send a letter or e-mail (privacy@vab.be) with a copy of your identity card to VAB Customer Service, Pastoor Coplaan 100, 2070 Zwijndrecht.



In the case of outstanding invoices, VAB nv may refuse new services or interventions.

C. Installing batteries

In the event of a battery breakdown, our VAB road guard can, subject to your permission and to availability, install a new battery by direct payment. Batteries purchased from VAB nv are covered by a 24-month guarantee against all production faults. Batteries that have been discharged by the member due to misuse or being stored for too long, as well as broken or overcharged batteries, are excluded from the guarantee.



LEGALLY REQUIRED INFORMATION

Privacy

VAB nv respects the privacy of its members, clients and the users of its website. In order to be able to provide you, as a customer, with our services and products, we need to request some personal data. VAB nv strives to process these personal data in a legal, fair and transparent manner.

More information about these regulations can be obtained on the website gegevensbeschermingsautoriteit.be.

Clients who are dissatisfied because VAB nv has not complied with their privacy legislation always have the right to lodge a complaint with the Data Protection Authority via contact@apd-gba.be.

Each person whose data is processed by VAB nv (this is the data subject) has various rights:

- ✓ Right to information;
- ✓ Right of access;
- ✓ Right of rectification;
- ✓ Right of erasure;
- ✓ Right to restriction of processing;
- ✓ Right to transferability of data;
- ✓ Right to object.

These rights can be exercised in two ways:

- ✓ By e-mail for the attention of privacy@vab.be, or;
- ✓ By means of a written request for the attention of:

VAB nv, Risicobeheer-Gegevensbescherming,
Pastoor Coplaan 100, B-2070 Zwijndrecht.

You can consult our complete privacy statement on our website:

vab.be/nl/over-vab/privacy

If you wish, you can also request this in writing at our VAB Customer Service department:

VAB nv, Customer Service, Pastoor Coplaan 100, B-2070 Zwijndrecht.

Fraud

In order to encourage solidarity between policyholders and to avoid unnecessary premium increases, we are taking active action against all forms of abuse and fraud. Insurance fraud is a criminal offence and can lead to criminal prosecution.



ANNEX

Excess per vehicle model

Make and Model	Excess, in Euro	Total loss or theft, in Euro
Jaguar and Landrover	3,000	3,000
BMW and Audi	2,000	2,000
All other makes	800	1,250

Damage register repairs under excess In the event of damage to the vehicle, VAB nv is entitled to charge the client an administrative fee of € 100 (excl. VAT).

Description	Price in Euro, exclusive of VAT
Exterior: Innovative repair	
Dent repair	110
Spot repair	165
Exterior: Painting (scratches)	
Front or rear panel	380
Bonnet or boot lid	380
Wing	240
Door	240
Bumper	250
Car sill	250
Mirror	90
Exterior: Painting (dent without machining)	
Front or rear panel	380
Bonnet or boot lid	380
Wing	240
Door	240
Bumper	250
Interior	
Floor covering torn or permanently soiled	165
Small hole in dashboard	165
Perforation or small tear in fabric	165
Perforation or small tear in leather	165
Chemical cleaning	240
Replacement of textile	77/h
Replacement of leather	77/h
Damaged or missing parts	
Decorative rim	100
Warning triangle	10
Fire extinguisher	12.5
First-aid kit	14.95
Key	100 to 600
Speaker grille	50
Antenna	<i>Price depending on vehicle make and model</i>
Navigation	
Rear shelf/Side-view mirrors/Headlight/Rear light/Bumper	



VAB Breakdown Assistance Car/Motor

Information document on the insurance product VAB nv - Belgium

The purpose of this information document is to give you an overview of the main coverages and exclusions of this insurance. The document is not personalised according to your specific needs and the information it contains is not exhaustive. For any additional information on the insurance chosen and information regarding your obligations, please consult the pre-contractual and contractual conditions of this insurance.

What type of insurance is this?

Breakdown assistance is an insurance product provided by VAB nv that ensures assistance for both the insured vehicle and the immobilised occupant in the event of a breakdown or accident.



What is insured?

Breakdown assistance for vehicles

- ✓ 24/7 breakdown assistance from your front door, both for old(er) and new cars;
- ✓ We help you in case of accidents and all kinds of breakdowns (*battery problems, mechanical breakdown, tyres, etc.*).
- ✓ We will, if necessary, tow your vehicle to the most suitable place to be repaired. We will either help you to continue your trip or bring you back home.

Optional insurance product:

Replacement car

You are entitled to a replacement car if:

- ✓ The replacement car guarantee was subscribed to and paid for in advance;
- ✓ VAB nv cannot get your vehicle back up and running;
- ✓ The number plate of the immobilised vehicle is also listed on the Replacement vehicle option.



What is not insured?

Breakdown assistance for vehicles

- ✗ Vehicles that are already in a repair location or in its immediate vicinity;
- ✗ Repeated breakdowns due to non-repair or poor maintenance of the vehicle;
- ✗ Breakdown assistance for vehicles with a temporary, taxi, transit or commercial number plate.

Optional insurance product:

Replacement car

✗ Abnormal wear and tear, damage as a result of smoking.

The replacement car will be refused if:

- ✗ The guarantee and contribution were not subscribed to and/or paid for in time;
- ✗ The road guard is of the opinion that the driver is unable to drive the replacement vehicle safely;
- ✗ You are not in possession of a valid driving licence. A provisional driving licence is not considered to be a valid driving licence.



Are there coverage restrictions?

- ! Vehicles must be registered and validly inspected in Belgium and have a valid motor liability insurance;
- ! Temporary, taxi, transit or commercial number plate are excluded from our services;
- ! Vehicles must be immobilised on a road that is reachable and accessible to VAB Roadside assistance.
- ! Force majeure may be invoked as a valid reason for exclusion from the guarantees.



Where am I covered?

- ✓ The breakdown assistance is valid in Belgium, the Netherlands and the Grand Duchy of Luxembourg;
- ✓ The Replacement car option is only valid in Belgium and the Grand Duchy of Luxembourg.



What are my obligations?

- When concluding the contract, you must provide us with honest, accurate and complete information about the risk to be insured;
- If, during the term of the contract, there are any changes to the risk for which you are insured, you must notify us;
- You must take all necessary precautions to avoid the occurrence of a claim;
- In the event of a claim, you must report it within the period stipulated in the general terms and conditions and take all reasonable measures to limit the consequences of the claim.



When and how do I pay?

You must pay the premium annually. You will receive an invitation to pay.



When does the cover start and end?

The starting date and duration of the insurance are stated in the special terms and conditions. The guarantees can take effect at the earliest from the 4th calendar day after VAB nv has received the payment. The agreement lasts for 1 year and is tacitly renewed.



How do I terminate my contract?

The contract is tacitly renewed for consecutive periods of one year with due observance of a notice period of 2 months.