

## CONTENTS OF THESE GENERAL TERMS AND CONDITIONS

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## I. GENERAL PROVISIONS

These provisions shall apply to the entire insurance contract, unless otherwise stated.

### 1. Definition of the terms used

#### Contractholder

VAB nv, with a registered office in Belgium, Pastoor Coplaan 100, 2070 Zwijndrecht, BE 0436.267.594 RPR Antwerpen, non-tied agent, FSMA 030232 A. The contractholder is responsible for the actual execution of the contract and is your first point of contact for questions and possible complaints. The insurance products are guaranteed by VAB nv.

#### Insurer

KBC Insurance NV, Professor Roger Van Overstraetenplein 2, 3000 Leuven, Belgium, VAT BE 0403.552.563, RPR Leuven, IBAN BE43 7300 0420 0601, BIC KREDBEBB. Authorised for all branches under code 0014 (*R.D. 4 July 1979, B.S. 14 July 1979*) by the National Bank of Belgium, de Berlaimontlaan 14, 1000 Brussels, Belgium. The insurer shall guarantee the benefits listed in Chapters IV to V.

#### We

The insurer and the contractholder together.

#### Insured person

- ✓ The company or institution, with a registered office in Belgium, that voluntarily joins the insurance contract taken out between the contractholder and the insurer and pays the premium due for the chosen guarantees;
- ✓ The insured person(s) or you: The individuals mentioned by name in the special terms and conditions, provided that they are domiciled in Belgium, that they have their main residence there and that the full premium due has been paid. Payment must always be made prior to the commencement of the insurance coverage;
- ✓ The occupants of the insured vehicles: the driver and the passengers approved by the underwriter, excluding hitchhikers. In order to be insured, these persons must be domiciled in Belgium.

#### Residence

For the insurer and the contractholder, the place of residence is their registered office; for the insured person, this is the address in Belgium indicated in the contract.

#### Insured or covered vehicle (*if provided*)

- ✓ The vehicle mentioned in the contract by its number plate, insofar as it is registered in Belgium, has been validly inspected and has an MAM or actual weight not exceeding 5.5 tonnes, and that the insured person is in possession of a valid driving licence and a third party liability insurance;
- ✓ A vehicle for private or professional use, a motorhome or a motorbike;
- ✓ The accompanying towed caravan (*with an MAM of a maximum of 3.5 tonnes and/or a maximum height of 3 m and/or a maximum length of 6.5 m*) or trailer (*up to 750 kg MAM with the number plate of the towing vehicle and up to 3.5 tonnes MAM with its own number plate, max 3m high; max 6.5m long*) is included if it is attached to the insured vehicle;

- ✓ For vehicles such as courier vehicles, taxis, paid passenger transport or other companies who intensively use the vehicle, the option for a replacement vehicle is only valid for private use. Professional use is always excluded.

#### Membership

By signing or renewing a VAB contract, you automatically become a member of the VAB Club for the duration of the contract.

*As member of the VAB Club, you receive:*

- ✓ The VAB magazine;
- ✓ The 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](http://vabclub.be).

### 2. Duration of the contract

The contract is concluded digitally when the order form is drawn up and signed or confirmed, and is concluded for the period stated. The start date shall be the same as the date of receipt of the proof of subscription. All vehicles or persons included in the contract have the same expiry date.

Specifically for Chapters II and III, the 12 months duration of the VAB contract is indicated in the proof of subscription. The term cannot be temporarily suspended and no partial refunds will be made. In the event of a breakdown or accident, the guarantees can take effect at the earliest on the first calendar day after payment (upon receipt of payment by VAB nv). Vehicles that are not covered during their immobility can appeal to us under the following conditions:

- ✓ Payment of a one-off breakdown assistance service or a one-off breakdown assistance service including an annual contract based on the intervention rates, see website: [vab.be/nl/pech-en-reisbijstand/auto-en-motor/pechbijstand/aansluitingsrecht](http://vab.be/nl/pech-en-reisbijstand/auto-en-motor/pechbijstand/aansluitingsrecht);
- ✓ 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 03/253.61.92.

Any contract that the beneficiary may have concluded with the client of VAB nv and from which these services result is not enforceable against VAB nv. VAB nv declares that it expressly states in its subcontracting contracts that the contracting party is obliged to communicate these terms and conditions to the beneficiary, who will otherwise be regarded as a member. The provision of services pursuant to an agreement with VAB nv will be suspended if the member has failed to fulfil its obligations under any contract that is subordinate to or dependent on this agreement and such failure has been established after a written notice of default. Specifically for Chapters IV and V, the insurance must be obtained before the departure date of the trip.

The contract applies to events that occur during the duration indicated in the proof of subscription, with a minimum duration equal to the duration of the trip and commencing at the earliest at midnight after the day of payment of the premium. The guarantee is limited to a maximum of 120 days of uninterrupted stay abroad.

Insurances with a term of one year are tacitly renewed for consecutive periods of one year, except when one of the parties cancels the contract at least 2 months (*3 months if cancellation by us*) before the expiry date of the insurance by registered letter delivered to the post office, by bailiff's writ or by delivery of the letter of cancellation against receipt.

Both we and the insured party have the right to terminate the contract after the occurrence of a claim. The termination must take place at the latest 1 month after payment or refusal of payment of the damages. The termination shall then take effect after the expiry of a period of 2 months (*3 months in case of cancellation by us*) counting from:

- ✓ the day following service;
- ✓ the day following the date of the receipt;
- ✓ in the case of registered post, starting from the day following its delivery.

If the insurance contract is established through a distance selling process (*online or by telephone*), you have the right to revoke the contract within 14 calendar days from the date of taking out said insurance contract. The contract

must have a validity of more than 30 days and no intervention may yet have been provided with regard to this contract.

It can be revoked without giving any reason and is free of charge. We shall refund the premium paid in full. Where applicable, you will owe VAB nv that part of the premium that corresponds to the period of cover that has already lapsed. The termination shall take effect on the date of sending of the e-mail or on the date of posting.

All insurances shall have the same expiry date as provided for in Chapter I Article 6.

## Limitation period

The statutory limitation period is three years, after which you can no longer rely on this insurance. This period starts from the day of the claim. If you only become aware of the claim at a later date, this period only starts from the date on which you discovered the claim. Any right to a possible intervention expires after five years.

## 3. Where is the insurance valid?

*'Breakdown assistance in the Benelux':* Belgium, the Netherlands, the Grand Duchy of Luxembourg and up to 50 km outside the Belgian borders in France and Germany.

*'Bike assistance in the Benelux':* Belgium, the Netherlands, the Grand Duchy of Luxembourg and up to 50 km outside the Belgian borders in France and Germany.

*'Travel Insurance within the country':* In Belgium.

*'Travel Insurance abroad':* Worldwide, excluding Belgium.

*'Breakdown assistance Europe':* Geographical Europe, excluding Belgium and the Asian part of Turkey.

*There is coverage in geographical Europe, which covers the following countries:*

Europe means geographical Europe – excluding Belgium and the Asian part of Turkey – including: Albania, Andorra, Austria, Belarus, Bosnia and Herzegovina, Bulgaria, Cosovo, Croatia, Cyprus, Czech Republic, Denmark, Germany, Estonia, Finland, France (excluding Overseas Territories), Fyrom (North Macedonia), Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal (excluding Madeira and the Azores), Romania, Russian Federation (European section: west of the Ural Mountains), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding the Canary Islands), Sweden, Switzerland, Turkey (European section: west and north of the Bosphorus, the Sea of Marmara and the Dardanelles), Ukraine, United Kingdom (incl Northern Ireland), Vatican City and Iceland.

## 4. What happens in the event of complaints?

In the event of a complaint, you can contact the VAB complaints service (*klachtenbehandeling@vab.be* or 03 253 61 40). If you do not reach an agreement, you can contact KBC Complaints Management, Brusselsesteenweg 100, 3000 Leuven, *klachten@kbc.be*, tel 0800 620 84 (free of charge). If you cannot find a suitable solution, you can turn to the Insurance Ombudsman, de Meeûsquare 35, 1000 Brussels, *info@ombudsman-insurance.be*. However, you always retain the right to initiate legal proceedings before a Belgian court.

## 5. What is not insured?

- ✓ 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 vehicle by the local authority as a result thereof;
- ✓ Air travel if you are part of the crew or if you are engaged in a professional activity related to the flight or aircraft during the flight;
- ✓ 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. *Winter sports:* acrobatic skiing, bobsledding, firm ski extreme, glaciopoleology, heliskiing, ice climbing, parachuting, sledding, ski jumping, skeleton, ski-alpinism, off-piste skiing, ski jumping, skijoring, ski flying, snorkelling, off-piste snowboarding, speed racing, speed skiing. *Water sports:* canyoning, cliff jumping, deep sea diving, free diving, cave diving, kayaking (high

*difficulty level*), powerboat / offshore racing, rafting, ski racing, solo sailing at sea, sea canoeing without expert guidance. *Mountain sports:* mountain and rock climbing, bouldering, downhill racing / biking, spelunking, sports climbing, volcano surfing, yeti balling. *Air sports:* base jumping, hang gliding, paragliding, parasailing, paragliding, stunt flying, ULM flying, parachuting. *Other sports:* elastic jumping, horseball, racing with cars / motorcycles / vessels with outboard motor, big game hunting, combat sports. For any activities not listed, we do provide coverage provided that the necessary safety regulations have been observed. The practice of all sports/activities as a profession or for remuneration is excluded, including competitions and training sessions;

- ✓ Consequences of nuclear or atomic incidents or radiation;
- ✓ 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;
- ✓ Planned medical tourism;
- ✓ War, strike and insurrection as well as civil war, unless there is no causal link to the damaging event;
- ✓ Natural disasters, such as avalanches, rock falls, rock slides, landslides, earthquakes, pressure from snow, hail, high tide, flooding, forest fires, storms, hurricanes and all other weather conditions, unless otherwise stated in the specific terms and conditions of the guarantees subscribed;
- ✓ Countries or cities where negative travel advice or a travel ban from Foreign Affairs applies or where a travel ban is in force in the destination country at the time of booking the trip and/or on departure. This applies as long as the travel ban is in force;
- ✓ Incidents while skiing off-piste, either with or without an escort;
- ✓ Suicide or attempted suicide;
- ✓ 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.
- ✓ any damages, delays, defects or obstacles that may occur during the performance of its services if these are not attributable to the Supplier or if they are the result of an event of force majeure. The same applies to any damage resulting from the loss, destruction or deprivation of goods or any loss or expense resulting therefrom or any loss which would be the direct/indirect consequence or wholly/partially caused by the (spontaneous) ignition of the battery of a vehicle with electric/hybrid drive after or during the intervention of the appointee of VAB, despite compliance with all safety instructions prescribed by the manufacturer.

*The following elements are not covered by mobility guarantee services:*

- ✓ all costs resulting from the storage of a (damaged) vehicle with electric/hybrid drive, the monitoring of the status of a (damaged) battery, the intervention on a burning battery (*e.g. submersion of the vehicle in water, the contamination of polluted fire extinguishing water, transport and storage of the vehicle in question, ...*)

## 6. What are your obligations?

The financial services we provide are always limited to unforeseen and additional expenses, i.e. the costs you would not have incurred if the event for which assistance was requested had not occurred.

In the event of a physical accident or illness, we may require you to undergo a medical examination. By purchasing this insurance product, you agree that we are allowed access to your medical data via our own physician (*with respect for your privacy, but with extensive medical knowledge*) following your request for intervention.

Paid compensation and/or services rendered, for which VAB nv did not have to intervene, must be reimbursed within 30 days. These services will only be provided at the request of the insured person or his/her beneficiary.

In the event of the repatriation of your vehicle from abroad, you must submit the repair invoice or the expert's report within 30 days of the date of delivery in Belgium if your insurer has instructed you to do so. If the vehicle is not repaired, repatriation will be charged for.

In the event of non-payment of the fees owed to VAB nv, the latter will charge a supplement of 10% per month started. In the event of non-payment including the surcharges within the imposed periods, VAB nv will take legal steps to recover these.

*The insured person undertakes to:*

- ✓ Co-operate with the administrative formalities and obligations necessary to be able to carry out the assistance requested;
- ✓ Give VAB nv correct information about the insured claim as well as provide correct personal data, information about his/her family situation and contact details;
- ✓ Provide proof of the costs incurred on the basis of original invoices and/or certificates;
- ✓ Hand over the unused transport tickets to VAB nv when we have paid for the repatriation or return;
- ✓ Provide the requested proof. If the insured person fails to do so, this will result in the refusal of intervention;
- ✓ By signing a company contract, the employer agrees to the installation of spare parts by VAB if the employee experiences a breakdown of the insured vehicle.

## 7. Subrogation

By purchasing this insurance product you agree that we subrogate costs to third parties.

Every person who benefits from the guarantee and the assistance automatically subrogates VAB nv (in the name of KBC Insurance) in its rights and claims with regard to the health insurance fund and/or any liable third party, up to the duration of its intervention.

## II. BREAKDOWN ASSISTANCE FOR COMPANIES IN THE BENELUX

### A. VAB Breakdown Assistance in the Benelux (*incl. 50 km outside of Belgium*)

*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. We will take your vehicle to the most appropriate garage in Belgium;
- ✓ For vehicles with an MAM, actual or loaded weight exceeding 5.5 tonnes, catering cars and catering trailers, the intervention is limited to local breakdown

assistance. A trailer coupled to the insured vehicle, with an MAM of a maximum of 3.5 tonnes and/or a maximum height of 3 m and/or a maximum length of 6.5 m, which is also the property of the contractholder, is entitled to the breakdown assistance;

- ✓ 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 reimbursement of costs up to a maximum of € 125 excl. VAT for a tow in the Netherlands to a garage if it is not decided to immediately repatriate the vehicle to Belgium. This reimbursement cannot be combined with a (*future*) repatriation of the vehicle at the expense of VAB nv.

*The assistance for electric vehicles with an empty battery consists of:*

- ✓ One towing to the nearest charging station.

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 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.

Breakdown assistance is guaranteed and carried out by the VAB Breakdown assistance or a subcontractor. 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 and up to 50 km outside the Belgian borders in Germany and France, will be eligible to receive our help. Vehicles not registered in Belgium are only entitled to breakdown assistance in Belgium. Cargo does not confer any right to the provision of services.

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.

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.

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

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 and replacement car Plus in the Benelux (*incl. 50 km outside of Belgium*)

*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. The delivery is based on necessity and availability.

With a Replacement car Plus you are entitled to a closed van with an MAM of 3.5 tonnes or, if the broken-down vehicle is a minivan or a light truck with a double cabin, you can, if available, choose 2 passenger cars type A or B (*small town cars*) for up to a maximum of 5 days.

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 vehicle

The replacement vehicle may not be used for pushing/towing other vehicles, transporting people for professional use (taxi, paid passenger transport), transporting goods as a courier service, transporting medicines or other goods or for speed trials/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 type and 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 annexes

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.

## D. What is not insured?

*We do not intervene in the event of:*

*(applicable to all guarantees described in Chapter II):*

- ✓ 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;
- ✓ 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.

### III. BIKE ASSISTANCE FOR COMPANIES IN THE BENELUX

#### A. Which bikes are insured?

The insured (*electric*) bike, cargo bike (*with a maximum width of 1 m*), mountain bike, racing bike, moped (*< 50 cc*) or scooter (*< 50 cc*) is only entitled to services when it has been put into service and is used in a legally valid manner. The service is granted either on the basis of the frame number of the bicycle or the name of the rider of the bicycle.

*This will be determined on the basis of what is mentioned in the agreement:*

- ✓ Reference of the frame number of the bicycle: The assistance with all its rights is inextricably linked to the frame number mentioned in the contract. The frame number mentioned in the contract must correspond to the frame number of the bicycle for which assistance is requested. The Bicycle assistance is not person-specific; anyone who requests assistance with the insured bike will be eligible to receive our help;
- ✓ Reference of the names of persons: The person named in the contract and domiciled in Belgium with his main residence there, provided he is immobilised in accordance with the conditions of this contract.

*You commit to:*

- ✓ Report changes in the Bicycle assistance contract (new name, address or bike) as soon as possible to the VAB Customer Service department. A change of frame number can be reported in writing or by e-mail
- ✓ Show the VAB road guard your identity card if asked. If you are unable to prove your identity, subscription costs may be charged;
- ✓ Co-operate with the administrative formalities and obligations necessary to enable the assistance requested to be carried out;
- ✓ Give VAB nv the correct information about the covered claim;
- ✓ Provide proof of the costs incurred on the basis of original invoices and/or certificates.

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 Bicycle assistance, plus the cost price of a new subscription. Any regularisation of this contribution is possible upon written request, or after the event by the mediation of the VAB Customer Service department. However, the subscription contribution will remain fully accrued by VAB nv.

#### B. When is assistance provided?

The guarantee applies to the unexpectedly technically or legally immobilised insured cyclist located in Belgium, the Netherlands, the Grand Duchy of Luxembourg and up to 50 km outside the Belgian borders in France and Germany, and counting from the place of residence of the entitled party. The immobilisation is the result of an accident, technical defect, flat tyre, battery problem, vandalism, theft or attempted theft. Bicycle assistance is only provided if the bicycle is located on a road that is accessible to a VAB nv assistance vehicle.

#### C. What does the service consist of?

- ✓ Sending a VAB road guard on site;
- ✓ If the bicycle cannot be repaired on site by the VAB road guard so that it is in a good enough condition to be ridden again, the person concerned is entitled to one transport of the bicycle covered. The bicycle will be taken to the location that is most suitable for the repair. Additional transport may exceptionally be permitted, subject to payment of the usual rates charged by VAB nv (*info: 03 253 61 30*). The driver can ride along during this trip, in consultation with the VAB road guard. We are not responsible for the luggage during transport;
- ✓ In the event of the theft of the bicycle, we will organise and bear the costs of transporting the right holder to his or her place of departure or arrival in Belgium up to a maximum of € 80. This guarantee is only granted if the right holder can prove that all precautions have been taken to minimise the risk of theft of the bicycle and if the theft has been reported to the police;
- ✓ If, at the time of the intervention, the right holder is the only person accompanying one or more minor children, we will also organise the transport of the children (*max. 4 children*). In this case, the non-mobilised and uninsured bicycles are excluded from transport;
- ✓ Before carrying out the above services, the VAB road guard may ask for your identity card.

#### D. What is not insured?

- ✓ Benefits of any kind, either organisational or financial, which have not been requested at the VAB Emergency Call Centre or which have not been provided by or with the consent of the VAB Emergency Call Centre;
- ✓ Intentional and/or unlawful acts on your part, as well as the confiscation of the bicycle by the local authority as a result thereof;
- ✓ Practising sport as a profession or for payment/sponsorship and the related training;
- ✓ 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;
- ✓ Regularly recurring defect in the bicycle, as a result of inadequate maintenance;
- ✓ Defects and breakdowns, the price of the spare parts, the maintenance costs of the bicycle and the repair costs, if the bicycle is already at a repair shop (*incl. the costs for the specifications and disassembly of the bicycle by the repair shop*);
- ✓ Damages caused intentionally by the right holder or as a result of an accident occurring as a result of bets or challenges;
- ✓ Damages resulting from an accident resulting from a dispute, aggression or attack of which the right holder was a provocateur or instigator;
- ✓ Assistance with bicycle locks, unless indisputable proof is provided that the right holder is the owner of the bicycle;
- ✓ Organised rides, where the organisation provides technical assistance. Only if this assistance is unable to solve the problem can VAB nv be called upon;
- ✓ Defects resulting from the use of non-original spare parts;
- ✓ Request for reimbursement for events prior to the start date of the contract;
- ✓ Costs that are not explicitly mentioned as insured.

### IV. PERSONAL ASSISTANCE

#### A. Personal assistance in Belgium

##### 1. Organising hospitalisation of an insured child

If an insured child younger than 18 years of age needs to be hospitalised while the parents are travelling abroad, we will organise, at the request of the parents and in consultation with the treating physician, the transport and accompaniment of the sick or injured insured child to his/her home in Belgium or to a hospital if this is appropriate. We do not intervene in the transport or hospitalisation costs. We cannot intervene instead of the official emergency services.

## 2. Babysitter or household help

*In the event of the hospitalisation, as a result of an accident or illness, of one of the parents with children under 16 years of age, we shall, if medically necessary, bear the costs for:*

- ✓ A babysitter up to a max. of € 60 per day and up to a max. 2 days or € 120, on condition that the hospitalisation lasts for at least 2 days;
- ✓ Family care up to a max. of € 20 per day and up to a max. 8 days or € 160, provided that the hospitalisation lasts for at least 3 days. This assistance must take place during the hospitalisation or the following week. Reimbursement can be made on presentation of the original invoice and a certificate of hospitalisation.

## 3. Help from a locksmith

In the event of the loss or theft of the keys of the insured home at the address mentioned on the proof of subscription, we will pay the travel expenses and the hourly wages of a locksmith up to a maximum of € 50. You will have to prove to the locksmith that you are staying in the home.

## 4. Assistance for minors in emergency situations

*Our assistance consists of:*

- ✓ Contacting parents or other family members at home or abroad;
- ✓ Contacting a specialised service or passing on the telephone numbers of specialised services;
- ✓ Providing means of transport to ensure the safety of the child. The mediation of our VAB Emergency Call Centre is completely free of charge. All of the external costs of any services called upon by our VAB Emergency Call Centre, such as: costs of transport, costs for domestic emergency services, the telephone charges of the insured person, etc., are at the expense of the insured person. If the incident is covered by this insurance, the costs will be reimbursed as described below.

## 5. Transfer to a hospital near your place of residence

*After a traffic accident in Belgium we organise:*

- ✓ The transport of the mortal remains from the place of death to the place of residence in Belgium, subject to approval by our VAB Emergency Call Centre.
- ✓ Ambulance transport from the hospital that you were taken to following the accident to a hospital near your place of residence, subject to authorisation by our medical team. Under no circumstances will we act in lieu of the emergency services.

For certain guarantees in Chapter A above (*domestic*), we will allow any reimbursement following the intervention of the health insurance fund. If the insured person is not in compliance with his/her obligation in connection with his/her subscription or payment of the social security/health insurance or does not comply with the regulations thereof, VAB nv will not grant any intervention in the request for reimbursement.

## B. Personal assistance abroad

### 1. Medical costs

*If you fall unexpectedly ill during your trip abroad or are the victim of an accident involving bodily injury, we will reimburse the following costs incurred abroad:*

- ✓ Accommodation costs in the hospital;
- ✓ The medical and paramedical fees;
- ✓ The medical or surgical treatment costs in the event of hospitalisation;

- ✓ The medicines prescribed by the treating physician abroad;
- ✓ The local transport costs necessary for the medical or paramedical treatment.

The costs will be reimbursed up to a maximum of € 1,000,000 per insured person.

*Within that amount, the following reimbursement limits apply:*

- ✓ € 375 for local transport costs to visit the hospitalised insured family member;
- ✓ € 250 for dental care (*including the urgent repair costs of the insured person's dental prosthesis up to a max. of € 50*);
- ✓ € 250 contact lenses, corrective lenses, medical devices (*prescribed*) and spectacles following a physical accident abroad;
- ✓ € 12,500 for psychological assistance or treatment of the insured person after a disaster, assault or hostage-taking of which you are the victim or a direct witness;
- ✓ € 6,200 per insured person for expenses for post-hospital medical treatment prescribed in Belgium for up to 1 year after the physical accident, determined by the treating physician abroad. The intervention for paramedical costs will be limited to € 500.

In the event of an accident to or the illness of a dog or cat belonging to the insured person while abroad, we will reimburse the costs for the veterinary surgeon abroad up to a max. of € 250.

### 2. Repatriation after illness or accident

We will take care of your repatriation to Belgium if your medical condition so requires. When, how and to where you will be transferred will be assessed solely on the basis of your medical condition and in consultation with the treating doctors. If you have a medical interest, we will organise the return journey of the other insured persons at our expense. If, during this repatriation, you are forced to leave part of your luggage or your bicycle on site, we will organise the transfer of the luggage or bicycle up to a max. of € 250. The repatriation of dogs or cats who are left behind abroad will be reimbursed up to a max. of € 250.

### 3. In the event of death during the trip

In the event of death abroad, we take care of the transfer of the mortal remains to the place of residence or to a cemetery in Belgium. We also pay the costs of post-mortem treatment and of the coffin up to a maximum of € 1,500. If the funeral takes place abroad, we pay the funeral costs up to the amount we would have had to spend in the case of the transfer of the mortal remains to Belgium. The costs of the funeral ceremony will not be assumed.

### 4. Extension of the stay

*We will pay your additional accommodation costs if you are forced to stay longer:*

- ✓ For medical reasons as a result of an illness or accident or while awaiting your repatriation. We intervene in the actual and proven accommodation costs and breakfast up to a maximum of € 75 per day per insured person for a maximum of 7 days;
- ✓ Closure of airspace, an (*internationally recognised*) terrorist attack abroad (*unless the attack took place within 30 days before booking the journey*), a natural disaster (*avalanche, flooding, forest fire, earthquake, etc.*) or an epidemic or pandemic. We intervene up to a maximum of € 75 per day per insured person for a maximum of 7 days, if the additional accommodation costs are proven.

This guarantee applies only to the extent that no intervention is made by the airline in the framework of an international agreement or EU regulation.

In addition, notwithstanding its validity, the insurance guarantee remains valid until the arrival in Belgium.

### 5. Transfer of family members

If you are hospitalised for more than 5 days due to illness or an accident and you are travelling alone, we will organise, at our expense, the outward and return journey from Belgium of one family member up to the 2nd degree level. The limitation of 5 days does not apply if the hospitalised person is under 18 years of age. If the journey is made using a private car, we will reimburse the journey on the basis of the price of a rail ticket for one person. We will also contribute to the proven accommodation



costs, for overnight stay and breakfast, up to a maximum of € 75 per day per insured person for a maximum of 7 days.

## 6. Returning home early

*We will take care of the return journey, at our expense, for all insured parties to Belgium, or for the outward and return journey of one insured person, if the return is necessary because:*

- ✓ A family member or relative up to and including the 2nd degree level has died;
- ✓ A family member or relative up to and including the 2nd degree level is unexpectedly hospitalised for a period of more than 5 days due to serious illness or accident. This period will be reduced to a hospitalisation of 48 hours if the hospitalised person is 18 years of age or younger;
- ✓ Serious damage has occurred to your property (*home or business premises*) and your presence is absolutely necessary;
- ✓ The insured is called for an organ transplant or summoned by a Belgian court as a witness and this was not known/knowledgeable at the time of departure.

In addition, we will reimburse the actual transport costs of one insured person if they should have to continue the journey alone or of the other insured travel companions who are dependent on the insured person if they cannot start the return journey by their own means of transport.

If you have opted for the outward and return trip of one insured person, the return trip must take place within 8 days of the outward trip.

If your vehicle has been left behind on site for one of the above reasons and none of the other insured parties is able to drive the vehicle for legal or medical reasons, we will reimburse the travel costs (*without accommodation costs*) from Belgium for the person who will subsequently collect the vehicle. The means of transport will be determined by us.

## 7. Communication

*We will reimburse the costs incurred for:*

- ✓ An interpreter that the insured person has called in abroad for the defence of his interests up to a maximum of € 200;
- ✓ Communication from and to the VAB Emergency Call Centre, made abroad, subject to the submission of the necessary documentary evidence and in connection with the provision of insured assistance. In the event of assistance to insured persons, we will also be responsible for passing on urgent messages.

## 8. Accompaniment of children up to 18 years of age

We reimburse the costs of the outward and return journeys to/from Belgium of the person accompanying children under the age of 18 during their return journey to Belgium. This is in the event that the children become stranded during the journey as a result of your illness, physical accident, death or your urgent premature return. The accompanying person is designated by the family and can also claim reimbursement of the costs of accommodation and breakfast, up to a maximum of € 75 per day per insured person for a maximum of 7 days. We will also reimburse the additional transport costs incurred by the insured children for the return journey.

## 9. Legal assistance

*If you are involved in a traffic accident abroad:*

- ✓ We advance up to a maximum of € 1,250 for the costs of a foreign lawyer or bailiff. You must transfer this amount back to us within three months of making the deposit;
- ✓ We advance up to a maximum of € 12,500 for the bail imposed by the local authority. You must transfer this amount back to us within three months of making the deposit, or earlier if the amount is released earlier by the local authority.

## 10. Shipping of luggage, glasses or medication

*We reimburse and organise the shipping of:*

- ✓ Essential medicines prescribed by a doctor, in the event of illness abroad, if these or their equivalent are not available locally and are available in Belgium.

The mere forgetting of medication/medical equipment for existing illnesses is not covered. If you do not take enough medication/medical equipment with you on your trip, this will not be covered by the insurance;

- ✓ A suitcase containing personal items to your place of residence abroad on condition that your luggage is delayed by more than 48 hours (upon receipt of proof of the delay). The suitcase must be delivered to us by a person designated by you.

*We will not reimburse the following costs:*

- ✓ Your glasses or an indispensable prosthesis to replace those damaged while travelling. Any local charges and the purchase price will remain at your expense. The reimbursement of lost or stolen luggage is only covered if the Luggage Insurance guarantee has been taken out. The guarantee may be refused if it contravenes local legislation.

## 11. Travel documents

In the event of the loss of your travel documents (*identity card, travel pass, driving licence, tickets*) while travelling abroad, providing this involves at least one overnight stay, we will reimburse the administrative costs for the replacement on condition that you report this to the police, embassy or consulate. In the event of the loss or theft of tickets, we can arrange new tickets on condition that you pay us first.

## 12. Transfer of money abroad

We make the amount that you have requested (*up to a max. € 3,750*) available to cover unforeseen and urgent expenses abroad, provided that this amount has been transferred to us in advance.

## 13. Search and rescue

After consultation with our VAB Emergency Call Centre, we also intervene in the rescue or search costs incurred by official emergency services abroad in order to safeguard the insured person's life. In addition, to the extent possible, we give advice when initiating searches, taking into account the specific circumstances on the spot.

## 14. Sports guarantees

*From the day after an accident, we reimburse up to a maximum of € 250 for the injured insured person:*

- ✓ Any unused days remaining on your ski pass and/or ski lessons;
- ✓ Any rental that has already been paid for diving equipment;
- ✓ Any fees that have already been paid for the golf course.

Damages will be reimbursed on presentation of the proof of purchase, the pass, if applicable, and a foreign medical certificate showing that the activity cannot continue.

Damages under € 50 will not be refunded.

## C. What is not insured?

*We do not intervene in the event of:*

*(These exclusions relate to parts A and B of this chapter.)*

- ✓ Trips that have already started before taking out this insurance;
- ✓ Diseases existing at the start of the journey, unless an abnormal or unexpected aggravation occurs during the journey. Expected complications are always excluded;
- ✓ Psychological, psychosomatic, mental or neurological disorders, including anxiety, depression, neurosis and psychosis, unless urgent hospitalisation is required as a result of a first manifestation;
- ✓ Pregnancy complications after the 24th week, childbirth or voluntary termination of pregnancy;
- ✓ Assistance for minor illnesses or injuries that can be treated locally and that do not prevent the insured person from continuing the trip, except for medical costs;



- ✓ Occupational activities, including illnesses or accidents resulting from organised professional activity/voluntary work;
- ✓ The cost of prostheses (*including glasses, spectacles, contact lenses and medical devices*) made in Belgium;
- ✓ Thermal treatments, preventive medicine or alternative medicine;
- ✓ Aesthetic interventions or treatments (*unless medically required as a result of physical injury, subject to the intervention of the health insurance fund*);
- ✓ Treatments, aftercare and medicines needed in the event of illness that are prescribed in the country of residence of the insured person;
- ✓ Complications of medical treatments abroad that were planned in advance;
- ✓ Medical expenses and repatriation for ski accidents where the necessary precautions have not been taken (*e.g. not wearing a ski helmet*).

## D. How to ask for a reimbursement?

*For costs you have paid yourself, you can ask us for a reimbursement:*

- ✓ Invoices for non-medical costs can be sent to us by post to VAB-klantenbetalingen, Pastoor Coplaan 100, 2070 Zwijndrecht or by e-mail to [klantenbetalingen@vab.be](mailto:klantenbetalingen@vab.be);
- ✓ Invoices for medical costs must first be submitted to your health insurance fund. Afterwards, you can send us the settlement, together with copies of the invoices and bills. If they refuse to intervene, we will ask you for a certificate of refusal and proof of your costs. In the event of urgent hospitalisation, you must take the necessary steps, when you return to Belgium, to obtain the legally owed reimbursements from your health insurance fund and/or other health insurance. We advise you to preserve the original documents at all times.

For certain guarantees in Chapter B above (*abroad*), we will allow a potential reimbursement after the intervention of the health insurance fund. If the insured person is not in compliance with his/her obligations regarding the subscription or payment of the social security/health insurance or does not comply with the regulations thereof, VAB nv will not grant any intervention in the request for reimbursement.

## V. VEHICLE BREAKDOWN ASSISTANCE ABROAD

### A. Breakdown assistance

#### 1. Local breakdown assistance

*If the insured vehicle is immobilised abroad due to an accident or damage due to theft, vandalism, force of nature or a breakdown, we will pay:*

- ✓ The cost of breakdown assistance or towing to the most appropriate garage up to a maximum of € 500;
- ✓ The real cost of sending the necessary spare parts for the proper functioning of the vehicle if these parts are not available locally and to the extent that they are available in Belgium.

We can organise these services for you. However, on some roads abroad there is a special mandatory regulation concerning the towing of vehicles, which means that this is not always possible.

The price of the parts that need to be repaired, any import duties and the working hours in the garage are at your expense. Repair work carried out on the vehicle happens under the supervision of the customer and remains their responsibility. VAB nv is not liable for any damage caused to the vehicle by the local repairer. If these costs were advanced by us, you must reimburse them within 30 days of your return to Belgium. After the period of 30 days, we will charge a surcharge of 10% per month.

#### 2. Repatriation of the vehicle (*repair not within 2 days*)

*If the vehicle cannot be repaired within 2 days, we will organise the following services at our expense:*

*For the vehicle:*

- ✓ The repatriation to your place of residence in Belgium or to a garage close to your place of residence;
- ✓ The payment of storage costs up to a max. of € 375 until the vehicle is collected.

The repatriation of your vehicle will be carried out by us irrespective of the age of your vehicle, but on condition that you have the vehicle repaired in Belgium, or when the repatriation of the vehicle is made compulsory by your insurer. Within 30 days of repatriation, you will provide us with the repair invoice and/or expert's report. If we do not receive the requested details within the prescribed period, you must reimburse the costs incurred by VAB nv. After the period of 30 days, we will charge a surcharge of 10% per month.

We will bear the cost of repatriation if the catalogue value or the residual value exceeds the cost of repatriation of the vehicle.

*For the insured passengers:*

- ✓ The return journey, the means of transport will be determined by us;
- ✓ Reimbursement of the additional travel costs up to a maximum of € 250 per claim, if you wish to continue your trip to your holiday destination. At the end of the holiday we will organise repatriation from the place where your vehicle was left behind;
- ✓ The additional accommodation costs if you choose to return home immediately. The reimbursement is based on a room with breakfast, up to a maximum of € 75 per day per insured person for a maximum of 7 days;
- ✓ The additional accommodation costs if your vehicle or your place of residence is unusable, inaccessible or uninhabitable due to forest fire or heavy rain (*with flooding, mudslides*). The reimbursement is based on a room with breakfast, up to a maximum of € 75 per day per insured person for a maximum of 7 days.

*For the luggage:*

- ✓ The extra transport costs for transferring your luggage to your place of residence in Belgium, up to a maximum of € 250, if you are forced to leave part of your luggage on site.

#### 3. Loss of use of the vehicle (*repair lasting less than 2 days*)

*If the vehicle can be repaired within 2 days, we will reimburse the following services after receipt of the proof of repair:*

- ✓ Proven costs for an extra stay, up to a maximum of € 75 per day per insured person for a maximum of 3 days. In the event of additional accommodation costs, we intervene on the basis of overnight stay and breakfast;
- ✓ If the vehicle was repaired abroad, you are also entitled to a free inspection of the repair at the VAB Diagnostics Centre in Zwijndrecht or the VAB garage in Sint-Niklaas;
- ✓ The costs of returning to your place of residence in Belgium if you cannot wait on site at the end of your holiday period for urgent reasons. The means of transport will be determined by us. In order to pick up the repaired vehicle afterwards, we will provide one travel ticket. If you choose the Replacement Vehicle option, the above guarantee will be replaced by the guarantees described in this option.

#### 4. Theft of the vehicle

In the event of the theft of your vehicle, we will organise the return journey of the insured passengers to Belgium at our expense. The means of transport will be determined by us.

*If your stolen vehicle is found in a roadworthy condition after your return to Belgium:*

- ✓ We will organise, at our own expense, the repatriation of your vehicle to your place of residence in Belgium or to a nearby garage;
- ✓ We will reimburse your travel costs to enable you to pick up the vehicle at the location in which it was found. The means of transport will be determined by us.



## 5. Provision of a replacement driver

If the driver of the insured vehicle is no longer able to drive during the journey due to illness, physical accident or death and none of the other passengers who hold a valid driving licence can replace him/her due to proven medical reasons, making it impossible to drive a vehicle, we will send a replacement driver at our expense to return the vehicle and the other insured persons to your place of residence in Belgium by the shortest route.

- ✓ VAB nv is not liable if the vehicle is immobile or does not comply with road traffic legislation;
- ✓ VAB nv only contributes to the salary and travel costs of the replacement driver;
- ✓ Subject to prior agreement by VAB nv, you may appoint a replacement driver yourself. In this case, we will pay the transport and a lump sum of € 50 per day for overnight accommodation and related costs, on the basis of daily journeys of at least 500 km. The costs of your return journey relating to hotels, restaurants, fuel, tolls or any repairs to the vehicle remain at your expense. If, due to the engagement of the replacement driver, one or more of the insured persons cannot travel with the vehicle due to a lack of space, we will reimburse the costs of their return journey. The means of transport will be determined by us.

## B. Replacement car abroad

The provision of a replacement car can only be applied to the vehicle mentioned by number plate in the Replacement car abroad option and on condition that you have paid the premium. The guarantees listed below cannot be combined with the general terms and conditions applicable in the basic contract to which this option is an extension and/or replacement, unless stated otherwise.

### 1. The right to a replacement car

You are entitled to a replacement car or an alternative if the defective vehicle cannot be repaired or recovered within 48 hours. In Belgium, the right is acquired if the vehicle becomes immobile as a result of an accident within 7 days before leaving the country and the repair cannot be carried out in time. In consultation with our VAB Emergency Call Centre, you can use a passenger car to replace your own defective vehicle while abroad. If we are unable to provide a replacement vehicle, we will provide another mode of transport.

The beneficiary must be in possession of a valid ID and/or passport and a valid driving licence.

Any specific conditions of the local car hire company also apply. The driver must also be able to present a credit card when receiving a rental car.

### 2. The intervention

*We reimburse:*

- ✓ The actual rental costs incurred during the rest of the trip, up to a maximum of € 50 per day for a maximum of 30 days and up to a maximum of € 1,500. In the event of a mechanical defect or accident occurring at the end of the trip, the guarantee is limited to a maximum of 7 days, or 5 days if you return using a means of transport other than a rental car. If your own vehicle can be repaired within the holiday period or within a reasonable period of time and the distance to your place of residence does not exceed 100 km, we may request that you return the rented vehicle yourself and collect your own repaired vehicle. The insured grants the garage owner permission to proceed with repairs if these can be carried out in a reasonable and professional manner. The actual rental cost is: the rental price and any drop charge, i.e. the extra amount paid when the rental car is dropped off at a location other than where it was collected;
- ✓ The cost of public transport (in coach) to the pick-up and return point of the rental car will also be refunded. If you want a rental car of a higher class than a Class B (*Compact*) vehicle, we will try to mediate. The extra costs for this will be at your expense. Our VAB Emergency Call Centre may require a guarantee from the insured for the payment of these extra costs;
- ✓ The cost of public transport to the holiday destination (which must be documented) and/or back, up to a maximum of € 620 per claim, if you are unable to use a replacement car or we are unable to provide one. If your vehicle cannot be repaired abroad, we will also arrange for its repatriation from the holiday destination. The additional costs of transporting luggage will be reimbursed up to a maximum of € 250 if you are unable to take the luggage with you.

## 3. Obligations

You are obliged to take all necessary measures to prevent and limit the consequences of an accident. In addition, you will provide us with all of the useful information regarding the claim that we deem necessary.

*If you receive a replacement car, you must:*

- ✓ Report any damage as completely and as soon as possible to the rental company or their insurer;
- ✓ Return the vehicle to the agreed place and at the agreed time, in the same condition in which it was received;
- ✓ Comply with the general terms and conditions of the rental contract of the rental company that is providing you with the vehicle.

Any costs caused by a failure to comply with the terms and conditions may be passed on by VAB nv.

## C. What is not insured?

*We do not intervene in the event of:*

*(applicable to all guarantees described in Chapter V):*

- ✓ Ordinary maintenance costs, the cost of spare parts or hourly wages charged by the garage;
- ✓ Costs for fuel or car lubricants;
- ✓ The apparent poor condition of the vehicle;
- ✓ Damage occurring outside the coverage area;
- ✓ Cars rented in Belgium or abroad;
- ✓ All claims arising prior to the conclusion of the guarantee;
- ✓ Repairs, damage caused, costs of additional premiums for the reduction or waiver of the excess after claims have been settled with the rental agency, as well as costs for the physical injury of the passenger;
- ✓ Improper use of the vehicle in all circumstances;
- ✓ Vehicles that are not on public roads or paved private roads or that 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 costs will be charged to you.

*When a rental car is made available:*

- ✓ Costs for an additional driver;
- ✓ Optional excess waiver in the event of damage (*e.g. Super CDW Collision Damage Waiver*);
- ✓ Optional excess waiver in the event of theft (*e.g. Super TW Theft Waiver*);
- ✓ Optional passenger insurance (*e.g. PAI Personal Accident Insurance*);
- ✓ Fees charged by the rental company if the rental vehicle is not returned to the rental office in accordance with the rental agreement;
- ✓ Fuel costs: the rental car must be returned fully tanked;
- ✓ Uninsured damage to the vehicle occurring during the rental period.



## 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](http://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](mailto: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](mailto: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](http://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 contractholders 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
<b>Exterior: Innovative repair</b>	
Dent repair	110
Spot repair	165
<b>Exterior: Painting (scratches)</b>	
Front or rear panel	380
Bonnet or boot lid	380
Wing	240
Door	240
Bumper	250
Car sill	250
Mirror	90
<b>Exterior: Painting (dent without machining)</b>	
Front or rear panel	380
Bonnet or boot lid	380
Wing	240
Door	240
Bumper	250
<b>Interior</b>	
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
<b>Damaged or missing parts</b>	
Decorative rim	100
Warning triangle	10
Fire extinguisher	12.5
First-aid kit	14.95
Key	100 to 600
Speaker grille	50
Antenna	Price depending on vehicle make and model
Navigation	
Rear shelf/Side-view mirrors/Headlight/Rear light/Bumper	



## VAB Company Service

Information document on the insurance product. KBC Insurance NV - Belgium - authorised for all branches under code 0014. KBC Insurance

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?

The VAB Company service is a collective insurance that VAB nv has taken out with KBC Insurance, which you can join at any time. This insurance offers year-round solutions if something goes wrong during your holiday or trip. In this contract, Personal assistance, Roadside assistance and Cancellation insurance are included.



#### What is insured?

##### Travel Insurance

- ✓ Customer choice: geographical Europe or global
- ✓ Medical expenses incurred abroad are reimbursed up to € 1,000,000 per person, after intervention by the health insurance fund and without exemption.
- ✓ Repatriation after illness or accident abroad, if your medical condition so requires.
- ✓ Intervention in additional accommodation costs if you are forced to stay longer at the end of your trip (e.g. medical reasons, closure airspace or natural disaster) or, on the contrary, urgently need to return early (e.g. serious illness/ death of family up to second degree or serious damage to you home).

##### Breakdown assistance vehicle

We offer Breakdown assistance for a vehicle in geographical Europe, excluding the Asian part of Turkey:

- ✓ Making the vehicle roadworthy in situ;
- ✓ If it is not possible to make the vehicle roadworthy again, transport to the most appropriate repair location, including the driver;
- ✓ Repatriation of the vehicle, including the driver and insured persons, to Belgium if necessary.

##### Bike assistance

- ✓ Making the bike roadworthy in situ;
- ✓ If it is not possible to make the bike roadworthy again, transport to the most appropriate repair location, including the rider.



#### What is not insured?

##### Travel Insurance

- ✗ Complications after the 24th week of pregnancy, childbirth or voluntary termination of pregnancy;
- ✗ Diseases existing at the start of the journey, unless an abnormal or unexpected aggravation occurs during the journey;
- ✗ Practising sports, such as motor sports, speed sports, mountaineering, martial arts and aerial sports.

##### Breakdown assistance vehicle

- ✗ Ordinary maintenance costs, the cost of spare parts or hourly wages charged by the garage;
- ✗ Costs for fuel or car lubricants;
- ✗ Events occurring outside the coverage area;
- ✗ All claims arising prior to the conclusion of the guarantee;

##### Bike assistance

- ✗ Regularly recurring defect in the bicycle, as a result of inadequate maintenance;
- ✗ Events at the bicycle repair shop



#### Are there coverage restrictions?

- ! If you travel abroad, the Personal assistance insurance only applies for the first 120 days;
- ! Breakdown assistance for vehicles is valid in geographical Europe, excluding the Asian part of Turkey;
- ! A trip is understood to be a domestic or foreign trip with at least one booked overnight stay or for which it can be demonstrated by the production of a return ticket that it concerns a stay of at least 2 consecutive days;
- ! Bicycle assistance is in Belgium, the Netherlands and the Grand Duchy of Luxembourg and up to 50 km outside the Belgian borders in France and Germany;
- ! Force majeure may be invoked as a valid reason for exclusion from the guarantees.



#### Where am I covered?

- ✓ The Personal assistance insurance is valid worldwide;
- ✓ The Breakdown assistance for vehicles is valid in geographical Europe, excluding the Asian part of Turkey;
- ✓ The Roadside assistance for vehicles is valid in Belgium, the Netherlands, the Grand Duchy of Luxembourg and up to 50 km outside the Belgian borders in France and Germany;
- ✓ The Bicycle assistance is valid in Belgium, the Netherlands, the Grand Duchy of Luxembourg and up to 50 km outside the Belgian borders in France and Germany.



#### 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 agreement lasts for 1 year and is tacitly renewed.



### How do I terminate my contract?

You can cancel the insurance contract no later than 2 months (*3 months if cancellation by us*) before the annual expiry date. You can do so by registered letter, by bailiff's writ or by issuing the termination letter against receipt.

*Registered office of the company: KBC Insurance NV, Professor Roger Van Overstraetenplein 2, 3000 Leuven, Belgium, BTW BE 0403.552.563, RPR Leuven, IBAN BE43 7300 0420 0601, BIC KREDBEBB. Authorised for all branches under code 0014 (R.D. 4 July 1979, B.S. 14 July 1979) by the National Bank of Belgium, de Berlaimontlaan 14, 1000 Brussels, Belgium*