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I. DEFINITIONS

The following provisions apply to the whole agreement.

1. VAB nv

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 wheelchair. The insurance products are guaranteed by VAB nv.

2. The insured person

The person who took out the VAB nv assistance and who is mentioned by name in the proof of subscription.

The wheelchair assistance is person-specific: anyone who is mentioned in the proof of subscription and requests assistance with the insured wheelchair will be eligible to receive our help.

3. The insured wheelchair

The beneficiary mentioned can benefit from assistance for both electric and manual wheelchairs. The wheelchair belonging to the rightful owner/user is entitled to the services discussed in these terms and conditions.

4. Immobility

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

5. Residence

This is the address in Belgium, the residence of the underwriter. This address is mentioned in the contract.

6. ICE - In Case of Emergency

The beneficiary must provide the telephone number of an emergency contact. This number will be included in the agreement.

If the wheelchair cannot safely be made roadworthy, the contact person can be called to take the beneficiary home, if the latter cannot get into the breakdown vehicle by themselves. The contact person can also request an intervention, if the beneficiary is unable to do so.

II. THE CONTRACT

1. 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. Changes to the VAB contract

Changes to the VAB contract (*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.

3. Duration of the contract

The 12-month term of the VAB contract is stated in the proof of subscription. The period of validity cannot be temporarily suspended. The contribution is indivisible, no partial refunds will be made, for any reason.

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

4. Payment

The wheelchair assistance shall expire automatically upon expiry of the period of validity, without any obligations for either party. 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 vab.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. Where is the insurance valid?

The Wheelchair Assistance is valid 24/7 in Belgium.

6. Your obligations

You commit to:

- ✓ 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;
- ✓ Provide the details of a contact person when drawing up the agreement (ICE);
- ✓ Give VAB nv correct information about the covered claim;
- ✓ Provide proof of the costs incurred on the basis of original invoices and/or certificates.

7. 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).

III. THE WHEELCHAIR ASSISTANCE

1. When is assistance provided?

The guarantee applies to the unexpectedly technically or legally immobilised insured wheelchair located in Belgium and counting from the place of residence of the entitled party. Wheelchair assistance is only provided if the bicycle is located on a road that is accessible to a VAB nv assistance 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. The immobilisation is the result of an accident, technical defect, flat tyre, battery problem, vandalism, theft or attempted theft.

2. The assistance consists of:

- ✓ Sending a VAB Roadside Assistance worker on site. They will attempt to make the wheelchair roadworthy again, possibly on a temporary basis. For most interventions, an on-the-spot repair is possible;
- ✓ If the wheelchair cannot be repaired on the spot by the VAB Roadside Assistance worker, towing is possible. In the event of towing, our VAB Roadside Assistance workers are neither qualified nor insured to lift people with a physical disability or reduced mobility into a breakdown truck. In these cases, we will work with the customer to find another solution:
 - ✓ We will either contact the emergency number that was included in the agreement in advance (ICE) to help bring you home;
 - ✓ Or we will contact our partner, who specialises in the transport of persons with a disability. There are no additional costs involved.
- ✓ 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 the event of the theft of the wheelchair, 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 applies once in a contract/year and 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;
- ✓ Our VAB road guard can ask your identity card, before giving assistance.

3. 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;
- ✓ 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;
- ✓ Regularly recurring defect in the wheelchair, 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;
- ✓ 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;
- ✓ In the event of towing, our VAB Roadside Assistance workers are neither qualified nor insured to lift people with a physical disability or reduced mobility into a breakdown truck.

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.

4. How to request assistance?

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



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.

VAB Wheelchair Assistance

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?

VAB Wheelchair Assistance is an insurance product provided by VAB nv that ensures assistance for the insured wheelchair in the event of an unexpected breakdown or accident.



What is insured?

Wheelchair assistance

- ✓ 24/7 protection starting from your place of residence in Belgium;
- ✓ Making the unexpectedly immobilised wheelchair roadworthy again after an insured event;
- ✓ Assistance valid for the person named in the contract;
- ✓ If repair on site is not achievable, the wheelchair will be towed if possible. If towing is not possible, either the emergency contact number (ICE) or our partner specialising in wheelchair transport will be contacted.



What is not insured?

Wheelchair assistance

- ✗ In the event of towing, our VAB Roadside Assistance workers are neither qualified nor insured to lift people with a physical disability or reduced mobility into a breakdown truck;
- ✗ Defects and breakdowns if the wheelchair is already at a repair shop or nearby a repair shop;
- ✗ Regularly recurring defect of the wheelchair, as a result of inadequate maintenance;
- ✗ The price of the spare parts, the maintenance costs of the bicycle and the repair costs.



Are there coverage restrictions?

- ! Intervention during the practice of a sport as a profession or for payment/sponsorship and the related training;
- ! Wheelchairs must be immobilised on a road that is reachable and accessible to the VAB Roadside Assistance worker;
- ! Force majeure may be invoked as a valid reason for exclusion from the guarantees.



Where am I covered?

- ✓ The Wheelchair Assistance is valid in Belgium, starting from your place of residence in Belgium.



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;
- You must specify the telephone number of an emergency contact (ICE) when establishing the agreement.



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?

The contract may be terminated at any time without resulting in a refund of the contribution.