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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

##### Policyholder

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 policyholder 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 I to V.

##### We

The insurer and the policyholder together.

##### Insured person

- ✓ The individuals mentioned by name in the special terms and conditions under the title 'insured persons', provided that they are domiciled in Belgium, 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;
- ✓ Persons domiciled in an EU member state or Switzerland can also take out these temporary policies if the trip was organised by a tour operator or travel agency operating in Belgium or the Grand Duchy of Luxembourg or if they travel together with persons domiciled in Belgium and in a vehicle registered in Belgium.

If there are persons domiciled at the same address as the policyholder, but who are not mentioned on the policy as an entitled party, VAB nv has the right to adjust the premium after intervention. In this case we speak of not maliciously withholding information. VAB nv reserves the right to refuse intervention for persons who are not domiciled at the same address as the subscriber and who are not insured with VAB nv via another policy.

##### Residence

For the insurer and the policyholder, the place of residence is their registered office; for the insured person, this is the address in Belgium indicated in the policy. KBC Insurance is subrogated in the rights and claims of each person who benefits from the guarantee and the assistance with respect to each liable third party, up to the amount of its intervention.

#### 2. Duration of the policy

The insurance policy is established at the time of writing and is accepted by payment of the full premium prior to the departure date of the trip. The insurance applies to unexpected events that occur during the insured period.

The insured period is indicated in the policy with a time span equal to the duration of the trip and commencing at the earliest at midnight after the day of payment of the premium.

The insurances will end at midnight on the date indicated in the policy as the end date of the trip.

The guarantee is limited to a maximum of 120 days of uninterrupted stay abroad. The stay includes the outward journey, the on-site stay and the return journey.

The policy is not renewed on the expiry date.

In accordance with the Insurance Act of 7 April 2014, VAB nv will not reimburse the premium.

##### 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?

'Luggage Insurance': Worldwide, including Belgium, as long as there is at least 1 overnight stay away from home.

#### 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, Brusselssesteenweg 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 Meeûsplantsoen 35, 1000 Brussels, *info@ombudsman.as*. 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, glaciopedology, 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.

## 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.

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 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;
- ✓ Provide the requested proof. If the insured person fails to do so, this will result in the refusal of intervention.

## 7. Subrogation

Every person who benefits from the guarantee and the assistance automatically subrogates VAB nv 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. LUGGAGE INSURANCE

### A. Luggage covered

*All of the items you take with you from home for your personal use while on a trip:*

- ✓ Garments or objects worn on your body;
- ✓ Valuable items, such as jewellery, clocks, furs, binoculars and electronic equipment;
- ✓ Sports equipment;
- ✓ Camping equipment, i.e. tents, sleeping bags, and so on.

*These items are insured in the following circumstances:*

- ✓ Total or partial damage, theft, as well as the non-delivery of luggage entrusted to a transport company;
- ✓ Purchase of essential objects when the luggage is delivered abroad by a transport company with a delay of at least 12 hours, up to a maximum of € 250 per insured person;
- ✓ Total or partial damage to goods transported in a vehicle (including a motorhome or caravan) as a result of a traffic accident, fire or theft;
- ✓ Goods stolen from a vehicle, provided that there is evidence of a burglary, the burglary occurred between 6 a.m. and 10 p.m. and the goods were in a completely separate boot (not visible from the outside);
- ✓ Luggage under the supervision of the insured person or carried on the body in the event of damage caused by fire, explosion, natural forces, water damage or robbery with violence;
- ✓ Luggage in a hotel room or holiday home in the event of damage as a result of fire, explosion, water damage or theft with evidence of a burglary;
- ✓ Camping equipment set up on a regulated campsite in the event of damage caused by fire, flood, lightning, storm or other forces of nature, as well as attempted theft;
- ✓ The breaking of skis while practising winter sports;
- ✓ The theft of skis or snowboard belonging to the insured person, even if left unguarded in the designated areas;
- ✓ Loss, damage or non-delivery of wheelchairs, entrusted to a carrier, are covered up to a maximum of € 2,000, in addition to the amount normally insured.

### B. How is the reimbursement calculated?

*If luggage is lost, stolen or irreparably damaged:*

- ✓ The luggage is insured on the basis of its current value. This value is calculated on the basis of the purchase price of the item less a flat rate, fixed at 10% per year commenced, from the date of invoice. If the amount of the compensation cannot be determined amicably, it will be assessed by two experts appointed by both parties and possibly a third expert if the two experts disagree. Their decision is binding for both parties;
- ✓ Each object (with the exception of a wheelchair) is insured up to a maximum of 30% of the total sum insured. Specifically for broken skis, the insured value will never exceed € 250;
- ✓ An exemption of € 50 is applied.

*If the luggage is damaged but repairable:*

- ✓ Reimbursement of repair costs. The compensation can never be higher than the compensation for an irreparable item.

*If the luggage is delayed:*

- ✓ Reimbursement for essential articles on the basis of the purchase invoices, up to a maximum of € 250 per insured person;

*The total amount insured is:*

- ✓ The total insured amount is the amount stated in your policy and for which you have paid premium.

### C. What is not insured?

*We do not intervene for:*

- ✓ Works of art, antiques, carpets, furniture, musical instruments, non-portable video and audio equipment, goods for professional use, prosthetics, contact lenses, spectacles, documents, money or bonds, collections, all weapons and ammunition;



- ✓ Total or partial damage to luggage caused by: weather conditions, vermin, own negligence, normal wear and tear, insufficient packaging, electrical, electronic or mechanical failures or by repair, cleaning or restoration;
- ✓ The spilling of containers, bumps, scratches, the flaking of enamel and the breaking of fragile objects, unless this damage is the result of a traffic accident;
- ✓ Total or partial damage or theft of sports equipment (*except skis*), motorbikes, bicycles, pushchairs, wheelchairs, etc. during their use or as luggage carried in a two-wheeled vehicle, in an open vehicle or outside on the vehicle, except as a result of a road accident;
- ✓ Theft of valuables left behind in a car, in other means of transport, a tent or a caravan;
- ✓ The non-delivery of valuables if they were entrusted to a transport company;
- ✓ The theft of luggage left in a vehicle between 10 p.m. and 6 a.m. or left in an unlocked vehicle;
- ✓ The forgetting, loss or theft of luggage left unattended and the damage suffered in these circumstances;
- ✓ The confiscation, withholding or seizure of the luggage by a public authority;
- ✓ Loss of beneficial use and all other indirect damage;
- ✓ The cost of replacing locks.

The insured person must take all necessary and useful preventive measures to protect the luggage. In the event of the loss or theft of your bank card, it is best to contact Card Stop (0032 70 344 344) to block your card.

## D. How to ask for a reimbursement?

In the event of damage, you must apply for reimbursement from VAB nv. You can use the document [vab.be/nl/pech-en-reisbijstand/terugbetaling-kosten](http://vab.be/nl/pech-en-reisbijstand/terugbetaling-kosten).

*In addition to the purchase invoices, you will also need to enclose a number of supporting documents:*

- ✓ Proceedings verbally drawn up by the local authority in the event of malicious damage by third parties, a traffic accident or theft;
- ✓ In the event of damage or non-delivery by a transport company, a request must first be submitted to the transport company. Afterwards, you can send us the settlement together with copies of the invoices and bills. If they refuse your request, we will ask you for a certificate of refusal together with the original invoices, luggage tags and airline tickets.

You may not waive any right of recourse against any liable third parties.



## 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 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.



## Temporary VAB Luggage Insurance

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 temporary VAB Luggage insurance is a collective insurance that VAB nv has taken out with KBC Insurance, which you can join at any time. This insurance offers you solutions if something goes wrong with the luggage during your holiday or trip.



#### What is insured?

##### Luggage insurance

We insure your luggage and items up to the covered amount, mentioned in your policy

- ✓ Robbery with violence, in your residence or on your person, threat or forced entry of a vehicle;
- ✓ Damage or destruction caused by a sudden and unexpected event, such as a collision;
- ✓ Luggage not delivered or damaged by the transport company.



#### What is not insured?

##### Luggage insurance

- ✗ Damage to the item itself, by the mere fact that you use it;
- ✗ Damage to the item caused by cleaning, processing or repairing;
- ✗ Damage that you have intentionally inflicted;
- ✗ Total or partial damage or theft of sports equipment (*except skis*);
- ✗ Damage as a result of a paid or profitable sporting activity, including training.



#### Are there coverage restrictions?

- ! In the case of the Luggage insurance, the compensation will be reduced by an exemption of € 50 per claim;
- ! 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;
- ! Force majeure may be invoked as a valid reason for exclusion from the guarantees.



#### Where am I covered?

- ✓ The Luggage insurance apply worldwide.



#### 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?

The insurance contract is established at the time of writing and is accepted by payment of the full premium prior to the departure date of the trip.



#### When does the cover start and end?

The insurances start on the date specified in the special terms and conditions as the start date of the trip, provided that the premium has been paid. The insurances apply for the duration indicated in the special terms and conditions. The duration must include the outward journey, the on-site stay and the return journey.



### How do I terminate my contract?

The insurances will end at midnight on the date indicated in the special terms and conditions as the end date of the trip. The policy is not renewed on the expiry date.

*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*