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I. GENERAL PROVISIONS

The following provisions apply to the whole agreement.

1. Contract

VAB nv, with a registered office in Belgium, Pastoor Coplaan 100, 2070 Zwijndrecht, BE 0436.267.594, is a mobility organisation that offers breakdown assistance for covered bike(s). The insurance products are guaranteed by VAB nv.

Insured person(s):

- ✓ For Bike assistance for one: the underwriter of the contract;
- ✓ For Bike assistance for two: the contracting party and another family member, if they are domiciled at the same address;
- ✓ For Bike assistance for families: the underwriter and his/her cohabiting family members, i.e. their spouse or partner, as well as their unmarried children, parents and grandparents if these persons are domiciled at the same address. This also includes students and children of divorced parents who reside elsewhere in Belgium, insofar as they are dependent on the underwriter.

Insured bicycles

All two- and three-wheeled bicycles with which the persons mentioned in the contract by name and address are travelling are covered by this contract. The following are considered to be a two-wheeler: all (*electric*) bicycles, cargo bikes (*with a maximum width of 1 metre*), recumbent bikes, mountain bikes, sports bikes, mopeds (*max. 50 cc*) and scooters (*max. 50 cc*).

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

Membership

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

As member of the VAB Club, you receive:

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

2. Validity

The 12-month term of the VAB contract is stated in the proof of subscription. The period of validity cannot be temporarily suspended. 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.

In the event of taking out a subscription at the time of the breakdown or accident, or if a breakdown or accident occurs up to and including the 4th calendar day after taking out the subscription, we will also be happy to help you. In that case you pay for the first breakdown service and you automatically become a VAB member for one

year. The rates can be requested via the VAB Customer Service department on 03/253.61.30. Transportation of the bike is also possible in this case, subject to payment of an additional fee.

3. Where is the insurance valid?

The Bike assistance and services are valid throughout the Benelux: Belgium, the Netherlands and the Grand Duchy of Luxembourg.

4. Payment

The Bike assistance is established at the time of writing and is accepted by payment of the full (1st) premium prior before the start of the contract or the renewal.

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

In the event of payment by bank transfer, the guarantees will be valid from the 4th calendar day after receipt of the contribution in VAB nv's account.

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

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

What happens in the event of non-payment?

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

The amounts already paid will be regarded as definitively acquired.

Disputes

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

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

VAB nv reserves the right to change the conditions and the rates of the breakdown assistance at any time. The applicable terms and conditions will be communicated at each subscription or renewal. The updated conditions and rates can always be consulted on the website at vabfietsbijstand.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. 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;
- ✓ Give VAB nv correct information about the covered claim;
- ✓ Provide proof of the costs incurred on the basis of original invoices and/or certificates.

II. BIKE ASSISTANCE IN THE BENELUX

1. When is assistance provided?

The guarantee applies to the unexpectedly technically or legally immobilised insured cyclist located in Belgium, the Netherlands and the Grand Duchy of Luxembourg and counting from the place of residence of the entitled party.

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. Bicycle assistance is only provided if the bicycle is located on a road that is accessible to a VAB nv assistance vehicle.

2. The assistance consists 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.

3. What is not covered by the guarantees?

We are not obliged to intervene in the case of:

- ✓ 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;
- ✓ Participation in extreme outdoor activities. By this we mean outdoor activities in which the extreme conditions or the level of difficulty represent a potential danger to life, such as downhill racing/biking. For any activities not listed, we do provide coverage provided that the necessary safety regulations have been observed (*such as wearing a helmet*);
- ✓ The practice of all sports/activities as a profession or for remuneration is excluded, including competitions and training sessions;

- ✓ Excessive use of alcohol or the use of medicines or narcotics that have not been prescribed by a physician, unless there is no causal connection with the harmful event;
- ✓ 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.

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 Bike 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 Bicycle assistance is an insurance product provided by VAB nv that ensures assistance for the insured bike in the event of a breakdown or accident.



What is insured?

Bike assistance

- ✓ 24/7 protection starting from your place of residence in Belgium. We also help you during your trips in the Netherlands and the Grand Duchy of Luxembourg;
- ✓ We help you with various types of bicycles: e-bikes, sports bikes and scooters (*up to 50cc*);
- ✓ In 80% of cases we can solve the problem immediately. Otherwise we will take you and your bike to the place that is most suitable for repair.



What is not insured?

Bike assistance

- ✗ Intervention for bicycle breakdown as a result of practising sport as a profession or for payment/sponsorship and the related training;
- ✗ Regularly recurring defect of the bicycle, as a result of inadequate maintenance;
- ✗ Assistance with bicycle locks, unless indisputable proof is provided that the right holder is the owner of the bicycle.



Are there coverage restrictions?

- ! Intervention during the practice of a sport as a profession or for payment/sponsorship and the related training;
- ! Assistance with bicycle locks, unless indisputable proof is provided that the right holder is the owner of the bicycle.
- ! Mopeds and scooters of more than 50cc;
- ! Force majeure may be invoked as a valid reason for exclusion from the guarantees.



Where am I covered?

- ✓ Bike assistance is valid in Belgium, the Netherlands and the Grand Duchy of Luxembourg.



What are my obligations?

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



When and how do I pay?

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



When does the cover start and end?

The contract is valid for 1 year and is tacitly renewed for consecutive periods of one year. The guarantees can take effect at the earliest from the 4th calendar day after VAB nv has received the payment.



How do I terminate my contract?

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