



## CONTENTS OF THESE GENERAL TERMS AND CONDITIONS

### A. GENERAL

#### I. General provisions

1. Policyholder
2. Insurer
3. We
4. Insured person
5. Casual fellow travellers
6. Residence

#### II. Insurance contract

1. Payment and commencement of the insurance contract
2. How long is my contract valid?
3. Prescription
4. How can I terminate my contract?
5. What are the benefits of my VAB contract?
6. Where is the insurance valid?
7. What is not insured?
8. What are your obligations?
9. What happens in the event of complaints?

### B. BASIC GUARANTEE

#### I. Bike Insurance

1. The guarantee
2. What is not insured?
3. Prevention measures
4. How is this reimbursement calculated?
5. How to apply for reimbursement?

### C. OPTIONAL GUARANTEE

#### I. Breakdown Assistance Bike

1. Which bikes are covered?
2. When is assistance provided?
3. What does the service consist of?
4. What is not covered by the guarantees?

Legally required information



Insurance policies with a term of 1 year are tacitly renewed by 1 year on the renewal date, unless you cancel the contract at least 2 months before the renewal date. VAB can cancel up to 3 months before the renewal date.

From the second policy year, you can cancel your contract at any time, with effect after 2 months from the day after the registered letter has been submitted, the service or the date of the acknowledgement of receipt. This early cancellation only applies to consumers within the meaning of Article I.1.2° of the Economic Code, namely natural persons acting outside their trade, business, craft or profession.

## A. GENERAL

### I. GENERAL PROVISIONS

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

#### 1. 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.

#### 2. 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 Berlaumontlaan 14, 1000 Brussels, Belgium. The insurer shall guarantee the benefits listed in Part B.

#### 3. We

The insurer and the policyholder together.

#### 4. Insured person

The subscriber and the authorised user of the bicycle, provided that they are domiciled in Belgium and have their main residence there.

#### 5. 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.

#### 6. Insured bike

The bicycle whose frame number is mentioned in the special terms and conditions. The maximum insurable value is € 10,000.

*The insured bicycle may be:*

- City bike, folding bicycle, recumbent bicycle or cargo bike;
- Electric bicycle with pedal assistance up to 25 km/h.

*We do not insure the following types of bikes:*

- Electric bicycles with an auxiliary electric motor that can be exclusively propelled by that motor. The cyclist is not required to pedal;
- Electric bicycles with pedal assistance faster than 25 km/h;
- Race bikes;
- Bicycles used for paid transport of persons and/or goods;
- Bicycles that are rented, leased or lent out for business purposes;
- Bicycles used for professional purposes.

## II. INSURANCE CONTRACT

### 1. Payment and commencement of the insurance contract

You can take out this policy up to 6 months after the purchase of your new bike. If this insurance is a takeover of bicycle insurance from another insurance company, this limitation does not apply.

In case of sudden breakdown abroad, it is not possible to still join VAB nv on the spot.

For the insurance contract to be valid, the first premium must be paid before the start date of the contract. The demand for payment of the premium comes from VAB nv or from the broker.

VAB nv will send you an invitation to pay this contract a few weeks before the end date. VAB nv always reserves the right to refuse a subscription or extension for whatever reason. If you wish to make an adjustment to this contract, you should let us know at least 2 months before expiry date, so that we can adjust the premium if necessary.

*Payment by direct debit*

In the event of payment of the contribution by direct debit, the underwriter may, in accordance with art. VII.37 and VII.38 of the Code of Economic Law of 28 February 2013, request reimbursement of his contribution within 8 weeks of debiting his account. In accordance with the Insurance Act of 7 April 2014, this reimbursement does not constitute a valid termination of the insurance. Where applicable, this contribution will therefore be invoiced to the underwriter after reimbursement. Pending payment, there is no coverage. However, if, prior to reimbursement, services have already been provided by the insurer as a result of an insured event, the actual costs of those services will be invoiced to the insured person.

*What happens in the event of non-payment of the insurance premium?*

Non-payment of an insurance premium may lead to suspension and termination of the insurance contract by the insurer.

Any additional bills must be paid to VAB nv within 14 days of the intervention.

*What in case of non-payment?*

- Without prejudice to its right to claim higher compensation subject to proof of higher damage actually suffered, is VAB nv, in the event of failure to pay one or more invoices in full and on time, entitled to:
  - a) if the customer is a consumer and has not proceeded to payment within a period of 14 calendar days following the sending of a first reminder: default interest at the legal interest rate, and this from the date of the second reminder and a fixed compensation as follows :
    - € 20 if the amount due is less than or equal to € 150
    - € 30 plus 10% of the amount due on the tranche between € 150.1 and € 500 if the balance due is between € 150.1 and € 500
    - € 65 plus 5% of the amount due on the tranche above € 500 with a maximum of € 2000 if the balance due is above € 500
  - b) if the customer is a company, automatically and without prior notice: (i) default interest equal to the interest rate provided for in the Law of 2 August 2002 on combating late payment in commercial transactions as from the due date of the invoice in question and (ii) liquidated damages equal to 10% of the amount owed, with a minimum of €75.
- VAB nv will provide the customer, upon request, with all documentary evidence of the debt and information on how to conduct a dispute.
- Non-payment on the due date renders all amounts still due immediately payable, irrespective of any payment terms already granted;
- In the event of non-payment, VAB nv also has the right to suspend any service until full payment of the bill and the costs referred to above;
- In the event of non-payment within 14 days of the breakdown, VAB nv shall be entitled to declare the application for connection as null and void and to charge the actual cost of the intervention.



Sums already paid will be considered as definitively acquired.

#### Disputes

An invoice protested by the customer must be notified to VAB by registered letter within 8 calendar days, under penalty of cancellation, stating the reason(s) for the protest. Any invoice that has not been protested in the aforementioned manner shall be irrevocably accepted.

If the invoice is not disputed within a period of 8 days after invoice date, VAB nv will not accept any further disputes. The insured is furthermore aware that if he/she does not settle outstanding invoices on the due date - or late - he/she will be obliged, without any formality or notice of default, to immediately pay all outstanding invoices in his/her name.

The parties expressly agree and acknowledge that the place of performance of the agreement is the registered office of the supplier and that all disputes relating to the invoice are subject to Belgian law and, in accordance with art. 624.2° Ger.Wb., must be submitted to the courts of the district of Antwerp.

#### Rate change

The rates of our breakdown assistance and insurance products may be revised annually.

VAB nv reserves the right to change the conditions 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 [vab.be/voorwaarden](http://vab.be/voorwaarden) or via chat or our customer service.

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.

## 2. How long is my contract valid?

The VAB-Bike Insurance is established at the time of writing and is accepted by payment of the full (1st) premium. It starts at the earliest the day after payment. The insured period valid for you is indicated in the special conditions in the contract. This contract is valid for one year and is tacitly renewed.

## 3. Prescription

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.

## 4. How can I terminate my contract?

#### Cancellation

Insurance policies with a term of 1 year are tacitly renewed by 1 year on the renewal date, unless you cancel the contract at least 2 months before the renewal date. VAB can cancel up to 3 months before the renewal date.

According to Article 84 of the Insurance Act, a 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 acknowledgement of receipt.

From the second policy year, you can cancel your contract at any time, with effect after 2 months from the day after the registered letter has been submitted, the service or the date of the acknowledgement of receipt. This early cancellation only applies to consumers within the meaning of Article I.1.2° of the Economic Code, namely natural persons acting outside their trade, business, craft or profession.

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 VAB nv) 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.

#### Right of Cancellation

If the insurance contract is established through a distance selling process, you have the right to revoke the contract within 14 calendar days from the date of taking out said insurance contract. The policy must have a validity of more than 30 days and no intervention may yet have been provided with regard to this policy. It can be revoked without giving any reason and is free of charge. 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, the cancellation by VAB will take effect 8 days after the notification.

## 5. What are the benefits of my VAB contract?

By signing or renewing a VAB contract, you can automatically enjoy interesting customer benefits. You will also receive our digital newsletter.

## 6. Where is the insurance valid?

#### Bike insurance:

Worldwide, including Belgium.

#### Option Bike assistance:

Valid in Belgium, the Netherlands and the Grand Duchy of Luxembourg.

## 7. 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;
- 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;
- 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.

## 8. 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.

When a requested assistance cannot be carried out - beyond the road guard's control - a useless displacement will be charged to the customer. A useless displacement includes when our roadside assistance officer arrives on the scene and our customer and/or the bicycle is no longer present at the breakdown site or he does not have access to the site where the immobile bicycle is located, when the immobile bicycle stops within a radius of 5 km after it has left its recovery site, ...

#### 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.

#### 9. How can I contact VAB?

*What should I do in the event of a claim?*

If your bike is stolen or you have damage to your bike, you can bring in a claim under your VAB Bike insurance.

Do you have the option *Breakdown Assistance Bike*? In the event of a breakdown or accident in Belgium or Luxembourg, you can call our emergency centre on 078 222 222. In the event of a breakdown or accident in the Netherlands, you can reach our emergency centre on +32 3 253 65 65.

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

In the event of a complaint, you can contact the VAB complaints service ([klachtenbehandeling@vab.be](mailto:klachtenbehandeling@vab.be)). If you do not reach an agreement, you can contact KBC Complaints Management, Brusselsesteenweg 100, 3000 Leuven, [klachten@kbc.be](mailto: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](mailto:info@ombudsman-insurance.be). However, you always retain the right to initiate legal proceedings before a Belgian court.



## B. BASIC GUARANTEE

### I. BIKE INSURANCE

#### 1. The guarantees

This insurance covers your bike against 'all-risks'. This means that we essentially reimburse any damage to or theft of your bicycle, unless the damage is due to an event that does not qualify for insurance.

A list of these events can be found under the heading '*What is not insured?*'.

#### 2. What is not insured?

*Damage:*

- as a result of one's own oversight related to the bicycle;
- consisting of wear and tear, discoloration and other gradually occurring damage resulting from exposure to slow-acting influences;
- that does not affect the use or function of the insured bicycle;
- as a result of cleaning, modification, repair or restoration;
- covered by a guarantee or maintenance contract;
- related to (civil) war or similar facts;
- as a result of nuclear or atomic accidents or radiation;
- caused during the participation in competitions;
- caused in a state of intoxication or similar resulting from the use of substances other than alcoholic beverages.

*Loss, destruction or damage caused by:*

- Government measures or judicial decisions, unless their purpose was to prevent or limit the insured damage to yourself or the surrounding area or to rescue persons in distress;
- Indirect damage, such as loss of profit, loss of use, loss of return and loss in value after repair or due to a set or a collection no longer being complete;
- Damage caused by yourself or with your knowledge and due to intent, apparent poor maintenance or improper use of the insured bicycle.

#### 3. Prevention measures

We assume that you will take the necessary measures to prevent and limit damage.

*We ask you to observe the following actions:*

- Replace all locks from which the keys were stolen;
- Avoid occasional theft and do not leave insured bicycles unattended;
- Comply with the prescribed preventive measures at the new address when moving;
- Always lock the bicycle with a lock that is approved by the ART association (category 2 or higher, more info on [stichtingart.nl](http://stichtingart.nl)) or a 'Sold Secure' bicycle lock, type Gold/Silver (more info on [soldsecure.com](http://soldsecure.com)).

This preventive measure does not apply in a closed building or in a guarded location.

Failure to comply with these preventive measures entitles VAB nv to refuse the resulting claims.

#### 4. How is this reimbursement calculated?

The insured value of the bicycle: the invoice price including VAT and options (\*) and excluding accessories (\*\*) as stated on the invoice that is mentioned by number in the special terms and conditions.

After a total loss and/or theft, we will reimburse the outstanding carrying amount of the bicycle, less the accessories. If there is a scrap value, it will be deducted from the calculation.

From the 13th month after the purchase of the bicycle, a depreciation of 1% for every commenced calendar month will be taken into account.

In the event of damage, we will reimburse the repair costs in full, without deduction for wear and tear, if this is lower than the insured value of the bicycle on the date the damage occurs.

The reimbursement will be paid directly to the owner of the insured bicycle.

The applied exemption is € 50 per claim.

The exemption and the insured sum will not be indexed.

(\*) *Options:* All fixed components that are attached to the bicycle at the time of purchase and without which the bicycle is not roadworthy, such as a brake system, saddle, shifting system, etc. Fixed accessories, which cannot be removed without the help of tools, are also considered as an option.

(\*\*) *Accessories:* All elements that can be attached to a bicycle, but which can also be used separately from the bicycle.

#### Bicycles found

If stolen or lost bicycles are found, you have to inform us immediately.

*However, if we have already paid the compensation in the meantime, you have the choice to do the following within 45 days:*

- Hand over the bicycle to us and keep the reimbursement;
- Keep the recovered bicycle and return the received compensation to us. In that case, we will reimburse the damage to the bicycle.

#### 5. How to apply for reimbursement?

*In the event of damage, you must apply for a reimbursement from VAB nv. In addition to the declaration form on [vab.be/nl/pech-en-reisbijstand/terugbetaling-kosten/aangiftefietsverzekering](http://vab.be/nl/pech-en-reisbijstand/terugbetaling-kosten/aangiftefietsverzekering), you will also need to enclose a number of supporting documents:*

- The purchase invoice;
- A police report drawn up by the local authority in the event of loss, a traffic accident with injuries or theft.

*If this happened abroad, you must do the following upon your return to Belgium:*

- Report the incident to the police in Belgium.

If you do not report the incident, we will not intervene, unless you can prove that you were unable to report it.

If you report it late, we will not charge you if you made the requested report as soon as reasonably possible.



## C. OPTIONAL GUARANTEE

### I. **BIKE ASSISTANCE** (*option*)

Only valid if you have taken out this guarantee and if this is indicated in the contract.

#### 1. **Which bikes are covered?**

The bicycle, that was included in the insurance with frame number, is covered by this contract.

#### 2. **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 bike 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 or vandalism. Bicycle assistance is only provided if the bicycle is located on a road that is accessible to a VAB nv assistance vehicle.

#### 3. **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. 3 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.

#### 4. **What is not covered by the guarantees?**

- ▣ Services of any kind, which at the time of the event were not requested from the VAB Emergency Call Centre or which were not carried out by us or with our agreement, are not eligible for a refund. Failure to follow the established procedure and/or failure to provide the necessary proof will also lead to the refusal of a refund;
- ▣ Intentional and/or unlawful acts on your part, as well as the confiscation of the bicycle by the local authority as a result thereof;
- ▣ Participation in extreme outdoor activities. By this we mean outdoor activities in which the extreme conditions or the level of difficulty represent a potential danger to life, such as downhill racing/biking. For other activities, 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.



## 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.