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## 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 Berlaimontlaan 14, 1000 Brussels, Belgium. The insurer guarantees the benefits listed in Part B and C.

#### 3. We

The insurer and the policyholder together.

#### 4. 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.

#### 5. Casual fellow travellers

If there are persons domiciled at the same address as the policyholder, but who are not mentioned on the contract as an entitled party, VAB nv has the right to adjust the premium after intervention. This does not apply if the information has been maliciously withheld. VAB nv reserves the right to refuse intervention for persons who are not domiciled at the same address as the subscriber, and are not insured with VAB nv via another contract.

#### 6. 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.

#### 7. Insured vehicle (if foreseen)

*The insured vehicle that is duly covered by the service is the vehicle that*

- is mentioned with the number plate on the subscription certificate, regardless of the age of the vehicle;
- is registered in Belgium, has been duly inspected and is covered by valid compulsory third-party insurance;
- does not have a temporary transit, taxi or commercial number plate.

*The insured vehicle may be:*

- Vehicles, with an MAM of max. 3,500 kg, a length of max. 6.5 m and a height of up to max. 3 m or a motorbike of more than 50cc can be covered;

The accompanying trailer or caravan, duly put into circulation, is always included if it is attached to the main vehicle and used privately. This is a trailer or caravan up to 750 kg MAM (with the same number plate as the towing vehicle) and up to 3.5 tonnes MAM (with its own number plate) and max 6.5 m long (incl. towbar) and max 3 m high.

## II. INSURANCE CONTRACT

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

A Temporary Travel + Luggage Formula can be taken out until the day before departure.

In case of sudden breakdown or illness 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 and before the departure date of the trip from Belgium. The demand for payment of the premium comes from VAB nv or from the broker.

VAB nv always reserves the right to refuse a subscription or extension for whatever reason.

*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.

## 2. How long is my contract valid?

The insurance contract is established at the time of writing and is accepted by payment of the full (1st) premium before the contract start date and before the departure date of the trip from Belgium. The insurance applies to unexpected events that occur during the insured period indicated in the contract.

The insured period is indicated in the contract 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 90 days of uninterrupted stay abroad. The duration must include the outward journey, the on-site stay and the return journey.

The policy is not renewed on the expiry date.

## 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?

In accordance with the Insurance Act of 4 April 2014, VAB nv will not reimburse the premium.

## 5. Where is the insurance valid?

*Travel Insurance in Belgium*

*Travel Insurance abroad*

Travel Insurance Europe: geographical Europe\*;  
Travel Insurance with option "World": worldwide.

*Luggage Insurance*

including in Belgium, as long as there is at least 1 booked overnight stay away from home

Luggage Insurance Europe: geographical Europe\*;  
Luggage Insurance with option "World": worldwide

*Option Breakdown Assistance car/moto:*

Basic coverage

"Benelux" region: Belgium, the Netherlands and Grand Duchy of Luxembourg;  
and region "Europe": geographical Europa\*, excluding Belgium and the Asian part of Turkey

\* Geographical Europe includes the following countries:

Europe means geographical Europe – excluding Belgium and the Asian part of Turkey - including: Albania, Andorra, Austria, Balearic Islands, Belarus, Bosnia and Herzegovina, Bulgaria, Cosovo, Croatia, Cyprus, Czech Republic, Denmark, Germany, Estonia, Faroe Islands, 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.

\*Worldwide includes the following countries:

The Canary Islands (Fuerteventura, Gran Canaria, ...), the overseas Territories of France, Madeira and the Azores, Russian Federation east of the Ural Mountains and the Asian part of Turkey or other destinations anywhere in the world.

## 6. 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;
- ▣ Sports/ Activities where necessary safety precautions are not observed. 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. 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, ...)

## 7. 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.

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.

## 8. 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.

## 9. How can I contact VAB?

*What do I have to do in the event of a claim?*

In the event of any type of benefits (*medical, repatriation, technical assistance*), you must notify our emergency call centre right away so we can immediately give you the initial instructions and can notify our roadside assistance agent. If you don't notify us, we can refuse the costs afterwards.

In the event of a breakdown, accident or illness abroad, you can contact our emergency centre on +32 3 253 65 65.

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 Meeûssquare 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.

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

## B. BASIC COVER

### I. TRAVEL ASSISTANCE

#### A. Travel 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. Travel assistance abroad

### 1. Geography and validity

The geographic coverage depends on the cover subscribed to when the contract was concluded. You can find this on your subscription certificate. The basic guarantee covers travel insurance in geographical Europe. Have you also taken out the 'world' option? Then this travel insurance also applies to your travel in other countries of the world.

### 2. 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.

### 3. 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.

### 4. 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.

### 5. Extension of the stay

*We will pay your additional accommodation costs if you are forced to stay longer at the end of your trip:*

- 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.

## 6. 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.

## 7. 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.

## 8. 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.

## 9. Accompaniment of children up to the 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.

## 10. 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.

## 11. 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.

## 12. 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.

## 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.

## II. LUGGAGE INSURANCE

The geographic coverage depends on the cover subscribed to when the contract was concluded. You can find this on your subscription certificate. The basic guarantee covers luggage insurance in geographical Europe. Have you also taken out the 'world' option? Then this luggage insurance also applies to your travel in other countries of the world. The geography is including in Belgium, as long as there is at least 1 booked overnight stay away from home

### 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 per person. 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:*

- € 1,250 per insured person.

### 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 78 170 170) 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.



## C. OPTIONAL COVER

### I. TRAVEL INSURANCE WORLD

You can extend the basic Travel Insurance Europe contract to global cover.

For guarantees: see B. Basic cover – chapter I Travel Insurance.

### II. LUGGAGE INSURANCE WORLD

You can extend the basic Luggage Insurance Europe contract to global cover.

For guarantees: see B. Basic cover – chapter II Luggage Insurance.

## III. BREAKDOWN ASSISTANCE AUTO/MOTO – EUROPE

### A. Breakdown assistance

#### 1. Where is the contract valid?

*Breakdown Assistance Auto/moto region "Europe": geographical Europa\*, excluding Belgium and the Asian part of Turkey*

In Belgium the assistance only applies on the outward journey and the return journey from your holiday abroad.

#### 2. Local breakdown assistance

*With this cover, you benefit from breakdown assistance for your vehicle in geographical Europe (excluding 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. The intervention of qualified personnel consists of (*telephonic*) instructions to the customer to make the vehicle roadworthy again by himself and, in case this is not possible, sending a road assistant for an intervention on the spot. In the event of a provisional repair, it is advisable to contact your repairer afterwards.

*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.

#### 3. Repatriation of the vehicle (*repair not within 3 working days*)

*If the vehicle cannot be repaired within 3 working 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 wait for your vehicle to be repaired. 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.

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

*If the vehicle can be repaired within 3 working 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.

#### 5. 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.

#### 6. 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. What is not insured?

*We do not intervene in the event of:*

- ▣ 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 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.