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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 (*Breakdown assistance Belgium*).

#### 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 shall guarantee the benefits listed in Bart B and C (*with the exception of Breakdown Assistance Belgium*).

#### 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;

*The insured person can be:*

- ▣ *Individual:* this is one person, the underwriter or the insured person, mentioned in the special conditions;
- ▣ *More persons:* these are two to a maximum of nine insured persons living together at the same legal domicile in Belgium: the person who has concluded the contract, his partner, the unmarried children of both partners and ascendants. Students and the children of divorced parents residing elsewhere in Belgium are insured insofar as they are dependent. Minor grandchildren travelling with insured grandparents are also insured, insofar as the parents of the children are not travelling with them. In order to benefit from the guarantees of this insurance, all beneficiaries should be included and named in the special conditions.

#### 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 contract.

#### 7. Insured vehicle

*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.

- ▣ For a motorhome with an MAM between 3.5 and 6.5 tonnes or a length longer than 6.5 m or a height higher than 3 m, you take out the option 'Motorhome breakdown assistance' on top of the combination 'Roadside breakdown assistance car/motorbike Benelux' and 'Roadside breakdown assistance car/motorbike Europe' in order to benefit from assistance.
- ▣ For a motorhome heavier than 6.5 tonnes, you take out the option 'Motorhome breakdown assistance' on top of the combination 'Roadside breakdown assistance car/motorbike Benelux' and 'Roadside breakdown assistance car/motorbike Europe'. For these vehicles, only breakdown assistance on site is possible. A tow to a garage or repatriation is not covered by the insurance and shall remain at the customer's expense.

## II. INSURANCE CONTRACT

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

A VAB Breakdown and Travel Formula can be taken out until the day before departure. This contract is valid provided the premium was also paid 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 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 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

during the insured period indicated in the policy. This contract is valid for one year and is tacitly renewed.

*Longer Stay*

The insurance cover is limited to a maximum of 120 days of uninterrupted stay abroad. If you go abroad for longer than these 120 days, you can extend the validity of this travel insurance by the number of days you will be staying abroad for longer by taking out additional temporary travel insurance. You take this out per person who will be staying abroad for longer and specify the number of additional days. This temporary travel insurance must be taken out and paid for in Belgium, which means before your departure abroad.

If travel insurance is combined with other guarantees and/or options, the cover of these other guarantees is limited to max 120 days continuous stay abroad.

**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 1.1.2° 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?**

*Travel Insurance in Belgium*



*Travel Insurance abroad*

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

*Breakdown Assistance car/moto and option replacement car:*

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

*Option Breakdown Assistance Motorhome*

Geographical Europe\*, excluding Belgium and the Asian part of Turkey

*Option 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

\* 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.

**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;
- ▣ 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, ...)

**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.

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.

#### **9. 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.

#### **10. 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 or accident in Belgium, you can request breakdown assistance online via our site [vab.be](http://vab.be) or contact our emergency centre on 078 222 222.

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

#### **11. 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, Brusselssesteenweg 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. 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.

If you travel abroad for more than 120 days without returning to Belgium, you must take out temporary travel insurance for the extra days before you leave for abroad. You can have this sorted out via our customer service.

### 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. BREAKDOWN ASSISTANCE CAR/MOTO – BENELUX

### A. What does the assistance include?

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

This basic cover 'Roadside breakdown assistance car/motorbike Benelux' offers cover in Belgium, the Netherlands and the Grand Duchy of Luxembourg for the insured vehicle.

#### 2. Immobility

VAB nv organises breakdown assistance for insured vehicles (mentioned in the proof of subscription by its number plate). The breakdown assistance is not person-specific; anyone who meets the general conditions and requests assistance with the insured vehicle will be eligible to receive our help.

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

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;
- ▣ One towing if, according to the VAB road guard, it is not possible to make your vehicle roadworthy and technically ready for use, including theft of the number plate, steering wheel, airbag and centre console of the insured vehicle. We will take your vehicle to the garage of your choice in Belgium. In case of a tow in Belgium, the delivery in the garage will take place at the latest the day after the intervention;
- ▣ The occupants of the vehicle, up to a maximum of four people, will be transferred to the nearest place from where they can continue their journey (trip). The mode of transport is decided by VAB nv.

The assistance for electric vehicles with an empty battery consists of:

- ▣ One towing to the nearest charging station.

Breakdown assistance is guaranteed and carried out by the VAB Breakdown assistance or a subcontractor.

Interventions in the Netherlands and the Grand Duchy of Luxembourg are carried out via a local equivalent service provider.

#### 3. Towing at request of the authorities

If, following a breakdown or accident, the towing is carried out by another service provider (FAST/Siabis) at the request of the authorities, or you were unable to contact VAB nv yourself, VAB nv will refund the costs of this towing (with the exception of storage and other costs), up to a maximum of € 400. In the case of an accident, we need proof of insurance intervention. Affiliations at the moment of intervention are excluded from this arrangement for intervention.

#### 4. Installing batteries

In the event of a battery breakdown, our VAB road guard can, subject to your permission and to availability, install a new battery by direct payment. Batteries purchased from VAB nv are covered by a 24-month guarantee against all production faults. Batteries that have been discharged by the member due to misuse or being stored for too long, as well as broken or overcharged batteries, are excluded from the guarantee.

## B. Replacement car in Belgium (optional)

See also separate Terms and Conditions Replacement car.  
You are entitled to a replacement car in Belgium and the Grand Duchy of Luxembourg if:

- ▣ The replacement car guarantee was signed and paid for in full beforehand. The entitlement to a replacement car starts after receipt of the payment and after the next new intervention;
- ▣ The number plate of the immobilised vehicle is mentioned on this Replacement vehicle option;
- ▣ VAB nv cannot get your vehicle back up and running. Defects to the trailer do not give any right to a replacement car;
- ▣ You are in possession of a valid driving licence.

If the above conditions are met, you are entitled to a manual or automatic (*delivery is subject to availability*) type A or B replacement vehicle (*small town cars*), which you may use during the duration of the repair of the insured vehicle (*based on the standard repair periods used in the sector*) up to a maximum of 5 calendar days and a maximum intervention of € 500. The delivery is based on necessity and availability.

The period of use shall be notified before the replacement vehicle is made available. Permission for longer use will be decided by VAB nv on the basis of availability, subject to the immediate payment of a daily fee. For more information, contact our Customer Service.

A signature must always be made before receiving the replacement car. If this option is not available, no replacement car can be delivered. The person who signs off is also responsible for any damage resulting from the use of the replacement car.

The replacement car will be made available at the place of breakdown or accident, at the insured person's place of residence or at a VAB support point. If a replacement car is made available to you, VAB nv will collect the car at the agreed location.

A replacement vehicle will be refused if the VAB road guard is of the opinion that the driver is unable to drive the vehicle safely, e.g. because they are under the influence of medicines, narcotics or other substances that may affect their ability to drive and react, or under the influence of alcohol, inebriated or suffering from alcohol intoxication, sleepiness or extreme fatigue.

#### Use of the replacement vehicle

The replacement vehicle may not be used for pushing/towing other vehicles, transporting people or goods for professional use or for participating in speed tests/competitions. Subletting the vehicle is expressly forbidden.

Traffic fines are at the expense of the user and will be increased by € 100 administration costs in favour of VAB nv. Any damage caused to the vehicle during the period of use may be recovered by VAB nv from the affiliated member. The damage invoice will be increased with an administrative cost of € 100. You are free to recover the cost of any damages from the responsible third party.

If you have an accident with the replacement vehicle, even if no third party is involved, you must fill in the 'European Accident Statement' completely and truthfully and sign it. You must also inform the VAB Emergency Call Centre as soon as possible and at the latest within 24 hours.

The replacement vehicle is provided with legal motor liability insurance. The replacement vehicles are not insured for own damage and theft. This means that in the event of theft or attempted theft, the police are obliged to intervene and you must provide us with proof that an official report has been drawn up.

If the replacement vehicle was damaged by an unknown liable third party (*see annex*), the following exemptions per make will be recovered from the underwriter/user. In the event of a total loss, the exemptions will be limited, subject to the correct application of the general terms and conditions. Damage resulting from theft, or attempted theft, is limited to the amount of the exemption. In the event of the theft, or attempted theft, of the replacement vehicle due to malicious intent, VAB nv retains the right to reclaim the actual damage (*amount*) from the underwriter/user.

#### Details of excess per vehicle, damage assessment and repair: see annexes

After a total loss, a second replacement vehicle may be made available at the request of the beneficiary, if the period of availability has not yet expired and depending on availability. VAB nv reserves the right to charge any additional operational costs associated with the delivery and collection of a second replacement car to the affiliated member if the driver is liable for the damage to the original replacement car and is considered to be in the wrong at the time the damage occurred.

Abnormal wear and tear, damage caused by smoking or by animals and the return of an abnormally dirty replacement vehicle are regarded as damage. Only VAB nv or a person authorised by VAB nv may give instructions to carry out repairs to the replacement vehicle. Misuse of the replacement vehicle shall give rise to the immediate charging of all of the vehicle's operating costs, without prejudice to the right to possible compensation.

The vehicle must be returned with at least the same amount of fuel as at departure.

If the fuel level is lower, the difference in the amount of fuel will be charged plus an operational cost of € 15. Excess fuel in the tank will remain in VAB nv's favour without compensation. Any damage resulting from the incorrect operation of the vehicle, including misfuelling or the incorrect recharging of an electric vehicle, will be

charged in full to the beneficiary. The fault will be established by VAB nv qualified personnel the day after the car is returned.

The replacement vehicles are equipped with *VAB Telematics*. This system registers the exact location of the vehicle, the technical status of the vehicle and its correct use.

The data obtained by *VAB Telematics* is processed and stored in accordance with privacy legislation for a period of 6 months or for the duration of the claim handling. The data will only be processed for the aforementioned purposes and cannot be passed on by VAB nv to third parties, except by court order. The data can be used as evidence in the handling of a claim regarding the replacement vehicle. Abuse may lead to the recovery of damages and/or refusal to provide further services.

In accordance with the law on privacy, the driver has the right to inspect the data concerning him/her and, if necessary, to correct it. All you have to do is send a letter or e-mail (*privacy@vab.be*) with a copy of your identity card to VAB Customer Service, Pastoor Coplaan 100, 2070 Zwijndrecht.

In the case of outstanding invoices, VAB nv may refuse new services or interventions.

### C. Breakdown assistance for motorhomes – MAM of 3.5 to 6.5 tonnes (*optional breakdown assistance Europe*)

The Breakdown assistance guarantees in Belgium also apply to motorhomes with an MTM of between 3.5 and 6.5 tonnes or a length exceeding 6.5 m or a height exceeding 3 m, provided that you have taken out and paid for the motorhome guarantee for this vehicle. Additional towing may exceptionally be permitted at VAB nv's usual rates.

Motorhomes heavier than 6.5 tonnes are only entitled to local breakdown assistance. A tow to the garage is not included.

### D. What is not insured?

*We do not intervene in the event of:*

*(applicable to all guarantees described in Chapter II):*

- ▣ A vehicle that is already in a repair location or in its immediate vicinity;
- ▣ The costs of spare parts (*including oil and fuel*) used for the local breakdown assistance. The spare parts will only be used with your permission and will be paid for by you on the spot. The costs of the spare parts and the working hours in the garage are also at your expense;
- ▣ Trailers not coupled to an insured vehicle or trailers used for professional activities;
- ▣ Vehicles that are not covered or in the event of failure to provide (correct) information;
- ▣ Repeated breakdowns as a result of non-repair or the poor maintenance of the vehicle, as well as in the event of any manifest misconduct, non-payment or any other abuse in the context of this or any other agreement with VAB nv. In these cases, VAB nv reserves the right to permanently refuse the provision of services, without any right to compensation from the member. However, VAB nv will retain the right to claim damages;
- ▣ Vehicles that are not on public roads or paved private roads or 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 and other resulting costs will be charged to you;
- ▣ Vehicles, trailers or caravans with an MAM or actual weight of more than 3.5 tonnes, a length of more than 6.5 m and/or a height of more than 3 m, or vehicles with lowered suspension and/or spoilers are always excluded from free towing. Upon request, the VAB Emergency Call Centre will examine whether a paid solution is possible and, if possible, make a non-binding proposal;
- ▣ In the event of towing, our VAB road guards are neither qualified nor insured to lift people with a physical disability or reduced mobility into a tow truck. In these cases, we will work with the client to find another solution, which may be invoiced in the event that specialised transport is required;
- ▣ The transport of animals with and in the breakdown vehicle during the tow;



- ▣ VAB nv does not reimburse any loss of income as a result of damage or late delivery of transported loads;
- ▣ Vehicles with temporary, transit, taxi or commercial number plates (excluding insured vehicles for which the breakdown assistance is linked to the chassis number);
- ▣ Vehicles that are not registered and insured in Belgium are excluded from the right to breakdown assistance;
- ▣ Delivery and collection of replacement vehicles in the Netherlands and the Grand Duchy of Luxembourg;
- ▣ Signage and cleaning costs after a breakdown assistance;
- ▣ Storage costs if the towage was carried out on behalf of the authorities;
- ▣ Vehicles in partially self-propelled mode without the driver being physically at the wheel and in control of his/her car/vehicle;
- ▣ Cost of draining the fuel tank;
- ▣ The vehicle must be put into service in a legally valid manner and be used in accordance with its certificate of conformity in Belgium.

### III. BREAKDOWN ASSISTANCE CAR/MOTO – EUROPE

#### A. What does the assistance include?

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

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

*Option Breakdown Assistance Motorhome*  
Geographical Europa\*, excluding Belgium and the Asian part of Turkey.

##### 2. Local breakdown assistance

If you are travelling abroad for an extended period, this insurance applies for the first 120 days of your stay there.

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. Replacement car Europe (optional)

The provision of a replacement car geographical Europe can only be applied to the vehicle mentioned by number plate in the "Replacement car Europe" option and on condition that you have paid the premium. The guarantees listed below cannot be combined with the general terms and conditions applicable in the basic contract to which this option is an extension and/or replacement, unless stated otherwise.

### 1. Where is the option valid?

*Option Replacement Car*  
Geographical Europa\*, excluding Belgium and the Asian part of Turkey.

### 2. The right to a replacement car

You are entitled to a replacement vehicle in geographical Europe or an alternative if the defective vehicle cannot be repaired or recovered within 48 hours. In Belgium, the right is acquired if the vehicle becomes immobile as a result of an accident within 7 days before leaving the country and the repair cannot be carried out in time. In consultation with our VAB Emergency Call Centre, you can use a passenger car to replace your own defective vehicle while abroad. If we are unable to provide a replacement car, we will provide another mode of transport.

The beneficiary must be in possession of a valid ID and/or passport and a valid driving licence.

Any specific conditions of the local car hire company also apply. The driver must also be able to present a credit card when receiving a rental car.

### 3. The intervention

*We reimburse:*

- ▣ The actual rental costs incurred during the rest of the trip, up to a maximum of € 50 per day for a maximum of 30 days and up to a maximum of € 1,500. In the event of a mechanical defect or accident occurring at the end of the trip, the guarantee is limited to a maximum of 7 days, or 5 days if you return using a means of transport other than a rental car. If your own vehicle can be repaired within the holiday period or within a reasonable period of time and the distance to your place of residence does not exceed 100 km, we may request that you return the rented vehicle yourself and collect your own repaired vehicle. The insured grants the garage owner permission to proceed with repairs if these can be carried out in a reasonable and professional manner. The actual rental cost is: the rental price and any drop charge, i.e. the extra amount paid when the rental car is dropped off at a location other than where it was collected;
- ▣ The cost of public transport (in coach) to the pick-up and return point of the rental car will also be refunded. If you want a rental car of a higher class than a Class B (*Compact*) vehicle, we will try to mediate. The extra costs for this will be at your expense. Our VAB Emergency Call Centre may require a guarantee from the insured for the payment of these extra costs;

- ▣ The cost of public transport to the holiday destination (which must be documented) and/or back, up to a maximum of € 620 per claim, if you are unable to use a replacement car or we are unable to provide one. If your vehicle cannot be repaired abroad, we will also arrange for its repatriation from the holiday destination. The additional costs of transporting luggage will be reimbursed up to a maximum of € 250 if you are unable to take the luggage with you.

## 4. Obligations

You are obliged to take all necessary measures to prevent and limit the consequences of an accident. In addition, you will provide us with all of the useful information regarding the claim that we deem necessary.

*If you receive a replacement car, you must:*

- ▣ Report any damage as completely and as soon as possible to the rental company or their insurer;
- ▣ Return the vehicle to the agreed place and at the agreed time, in the same condition in which it was received;
- ▣ Comply with the general terms and conditions of the rental contract of the rental company that is providing you with the vehicle.

Any costs caused by a failure to comply with the terms and conditions may be passed on by VAB nv.

## C. Breakdown assistance for motorhomes – MAM of more than 3.5 tonnes (optional only on 'Europe')

*If you have subscribed to and paid for the Motorhome guarantee on your "Breakdown Assistance Europe", you are entitled to all of the guarantees relating to Breakdown assistance abroad, for your motorhome up to an MAM of 6.5 tonnes.*

You also benefit from more generous guarantees for the Motorhome between 3,5 and 6,5 tonnes:

- ▣ The costs of breakdown assistance or towing to the most appropriate garage will be reimbursed up to a maximum of € 800 instead of € 500;
- ▣ If you have subscribed to the Replacement vehicle abroad option, you can combine the replacement car and the accommodation costs.

Motorhomes of over 6.5 tonnes are not entitled to be transferred to Belgium. There is only local breakdown assistance possible. A tow to the garage or a repatriation is not included. This remains at the customer's expense.

## D. What is not insured?

*We do not intervene in the event of:*

*(applicable to all guarantees described in B. Basic Guarantee – Chapter III):*

- ▣ 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, toll charges;
- ▣ 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.



## C. OPTIONAL GUARANTEES

### I. TRAVEL INSURANCE WORLD

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

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

### 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.



## 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.



## ANNEX

### Excess per vehicle model

| Make and Model                 | Excess, in Euro | Total loss or theft, in Euro |
|--------------------------------|-----------------|------------------------------|
| Jaguar, Landrover and Polestar | 3,000           | 3,000                        |
| BMW and Audi                   | 2,000           | 2,000                        |
| All other makes                | 800             | 1,250                        |

**Damage register repairs under excess** In the event of damage to the vehicle, VAB nv is entitled to charge the client an administrative fee of € 100 (excl. VAT).

| Description  | Price in Euro, exclusive of VAT           |
|--|---|
| <b>Exterior: Innovative repair</b>                       |   |
| Dent repair  | 110                                       |
| Spot repair  | 165                                       |
| <b>Exterior: Painting (scratches)</b>                    |   |
| Front or rear panel                                      | 380                                       |
| Bonnet or boot lid                                       | 380                                       |
| Wing   | 240                                       |
| Door   | 240                                       |
| Bumper   | 250                                       |
| Car sill   | 250                                       |
| Mirror   | 90  |
| <b>Exterior: Painting (dent without machining)</b>       |   |
| Front or rear panel                                      | 380                                       |
| Bonnet or boot lid                                       | 380                                       |
| Wing   | 240                                       |
| Door   | 240                                       |
| Bumper   | 250                                       |
| <b>Interior</b>  |   |
| Floor covering torn or permanently soiled                | 165                                       |
| Small hole in dashboard                                  | 165                                       |
| Perforation or small tear in fabric                      | 165                                       |
| Perforation or small tear in leather                     | 165                                       |
| Chemical cleaning  | 240                                       |
| Replacement of textile                                   | 77/h                                      |
| Replacement of leather                                   | 77/h                                      |
| <b>Damaged or missing parts</b>                          |   |
| Decorative rim   | 100                                       |
| Warning triangle   | 10  |
| Fire extinguisher  | 12.5                                      |
| First-aid kit  | 14.95                                     |
| Key  | 100 to 600                                |
| Speaker grille   | 50  |
| Antenna  | Price depending on vehicle make and model |
| Navigation   |   |
| Rear shelf/Side-view mirrors/Headlight/Rear light/Bumper |   |