



## CONTENTS OF THESE GENERAL TERMS AND CONDITIONS

### 1. GENERAL PROVISIONS

The provisions that follow apply to the entire contract.

As mobility organisation, VAB nv with registered office in Belgium, Pastoor Coplaan 100, 2070 Zwijndrecht, BE 0436.267.594 organises one-off breakdown assistance for immobilised vehicles.

#### **The applicant**

- ✓ The owner/user of the vehicle who requested the intervention from VAB nv holds a valid driving licence and is domiciled in Belgium.

#### **The vehicle**

The vehicle for which a one-off intervention is requested is a vehicle that

- ✓ is registered in Belgium, has a valid Belgian road worthiness certificate and is covered by compulsory third-party liability insurance;
- ✓ is unexpectedly mobile.

For what type of vehicle can a one-off intervention be requested?

- ✓ Vehicles with an MAM of maximum 3.5 tonnes, a maximum length of 6.5 m and a maximum height of 3 m can be covered under this contract.
- ✓ The accompanying trailer or caravan, legally on the road, is always included if it is attached to the main vehicle and used for private purposes. Up to 750 kg MAM, this trailer must have the number plate of the towing vehicle and up to 3.5 tonnes MAM, it must have its own number plate.
- ✓ Electric or hybrid cars can also benefit from assistance.

#### **Immobility**

Immobility is understood to mean: the inability to use the covered vehicle that occurs without malicious intent, occurs suddenly and unexpectedly and where the intervention of the VAB-Wegenwacht (Breakdown Service) is immediately required.

### 2. SERVICE PROVIDED

The one-off VAB Pechverhelping (Breakdown Assistance) is a one-off intervention following a breakdown or accident that can be requested (digitally). It is not personal: anyone who has a breakdown with his/her vehicle and meets the conditions can request this intervention.

#### **1. What does the service include?**

The service provided consists of:

- ✓ Making the vehicle roadworthy again, possibly provisionally, through the intervention of qualified staff, 24 hours a day, 7 days a week. In the case of a provisional repair, it is recommended to contact your repairer afterwards;
- ✓ 1 tow of max. 50 km for an additional charge when the VAB roadside assistance service agent considers it impossible to make your vehicle road safe and technically roadworthy, including theft of the number plate, steering wheel, airbag and centre console of the covered vehicle. We take your vehicle to the most appropriate garage in Belgium. After a breakdown in Belgium, the delivery to the garage shall occur at the latest the day after the intervention. Journeys of more than 50 km can be authorised at an additional charge;
- ✓ The passengers with a maximum of 4 persons will be transferred to the nearest place from where they can continue their journey (*trip*). The method of transport will be decided by VAB nv.

Assistance for the following vehicles with a flat battery consists of:

- ✓ Electric and hybrid vehicles: 1 tow for a fee to the nearest charging station within a 50 km drive. Tows over 50 km may be allowed for an additional fee.

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

#### **Installation of batteries**

In the event of battery failure, our VAB roadside assistance agent can, subject to your consent and availability, install a new battery that is payable immediately. Batteries bought at VAB nv have a 24-month warranty against all production faults. Batteries that have been discharged by the member due to incorrect use or too long storage, as well as broken or overcharged batteries are excluded from the warranty.

#### **How to request assistance?**

If your vehicle is immobile as a result of a breakdown, incorrect refuelling or a traffic accident, then you can request assistance for the immobilised vehicle. You send us your personal details, breakdown location and number plate so that we can get going and dispatch a roadside assistance agent.

### 2. Payment terms

As soon as you have made the payment online, the intervention will be activated. The basic premium you pay is for the service on site. If a tow is also required, this is possible for a direct additional payment. Additional charges such as a tow or spare parts must be settled directly with the roadside assistance agent.

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**

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



The parties expressly agree and acknowledge that the place of execution of the contract is the registered office of the service provider and that all disputes relating to outstanding amounts are subject to Belgian law and must be submitted to the courts of the district of Antwerp in accordance with Art. 624.2° of the Belgian Civil Code.

These announcements constitute an announcement within the meaning of the Act of 10 December 2009 on payment services. In the event of a dispute, only the courts of the district of Antwerp shall have jurisdiction.

### 3. Cancellation terms and conditions

You can still cancel your request for intervention. If the roadside assistance agent has not yet arrived, you will be refunded for the full amount.

If you cancel your request once the agent has arrived at your location, then a refund is no longer possible.

### 4. Where is the contract valid?

The *one-off VAB Breakdown Assistance* is only valid after immobility in Belgium.

### 5. 24-hour guarantee

If you again need assistance for the same vehicle and for exactly the same breakdown within 24 hours, this assistance is still included and you can call us again.

### 6. What is not covered by the guarantees?

*We are not obliged to intervene in the event of:*

- ✓ Intentional and/or unlawful acts committed by yourself as well as the confiscation of the vehicle by the local authorities as a result;
- ✓ Participation in extreme outdoor activities. By this we mean outdoor activities in which the extreme conditions or the degree of difficulty entail a potential danger to life, such as: car/motorbike racing. We do provide cover for activities that are not listed provided the necessary safety precautions are observed (*e.g.: helmet, safety belt*).
- ✓ The practice of all sports/activities as a profession or for remuneration are excluded, including competitions and training sessions;
- ✓ Excessive consumption of alcohol or use of medicines or drugs not prescribed by a doctor, unless there is no causal link with the event causing the damage;
- ✓ A vehicle that is already in a repair shop or in the immediate vicinity of one;
- ✓ Trailers not coupled to a covered vehicle or trailers used in the context of professional activities;
- ✓ In the case of incorrect or non-declaration of data;
- ✓ Vehicles that are not on a public road or a paved private road or cannot be reached by the regular vehicles of VAB nv; for example, when a vehicle is not on a paved surface or when one or more wheels of the vehicle are no longer touching the ground. If, in such a case, specialised salvage services have to be called in, these and other resulting costs will be charged to you;
- ✓ Vehicles, trailers or caravans with MAM or an actual weight of more than 3.5 tonnes, a length of more than 6.5 m and/or higher than 3 m or vehicles with lowered suspension and/or spoilers are always excluded from free towing;
- ✓ In the event of a tow, our VAB roadside assistance team is neither qualified nor insured to lift people with a physical disability or limited mobility into a towing vehicle. In these cases, together with the customer, we'll look for an alternative solution that can be invoiced in a case of specialised transport;
- ✓ The transport of animals in the recovery vehicle during the tow;
- ✓ Loss of income due to damage or late delivery of transported loads;
- ✓ Vehicles with temporary, transit, taxi and/or commercial number plates;
- ✓ Vehicles that are not registered and insured in Belgium are excluded from the right to Breakdown Assistance;

- ✓ Vehicles in partially self-driving mode without the driver being physically behind the wheel and in control of his/her vehicle;
- ✓ The vehicle must have been legally put into circulation and be used in Belgium in accordance with its certificate of conformity.

*We do not intervene in:*

- ✓ The cost of replacement parts (*including oil and fuel*) used by the local breakdown assistance service. The parts are only installed with your permission and are paid by you on the spot. The costs of parts and labour at the garage are also at your expense;
- ✓ Signalling and cleaning costs after the breakdown assistance;
- ✓ Costs for pumping out the fuel tank;
- ✓ Costs for a tow after a breakdown or accident at the request of the authorities (*e.g. FAST*).

*We cannot be held liable for:*

- ✓ The late, incomplete or non-execution of the assistance, shortcomings in the execution thereof, in case of circumstances independent of our will or in a case of force majeure, such as terrorism, war, revolt, riot, strike, retaliatory measures, restriction of freedom of movement, radioactivity, (*binding*) provisions of Belgian or foreign governments (*e.g. negative travel advice or travel ban, lockdown, quarantine measures, etc.*), natural disaster, etc.
- ✓ Damage to and/or theft of objects or accessories from the vehicle.
- ✓ 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, ...*)



## 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 have 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 [dataprotectionauthority.be](http://dataprotectionauthority.be).

Clients who are dissatisfied because VAB nv has not complied with the privacy legislation always have the right to lodge a complaint with the Data Protection Authority via mail [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 to rectification;
- ✓ Right to erasure;
- ✓ Right to restrict processing;
- ✓ Right to data portability;
- ✓ Right to object.

*These rights can be exercised in 2 ways:*

- ✓ Via e-mail to the attention of [privacy@vab.be](mailto:privacy@vab.be), or
- ✓ Via written request to the attention of:  
VAB nv, Risicobeheer-Gegevensbescherming  
Pastoor Coplaan 100, B-2070 Zwijndrecht.

You can consult our full privacy statement in Dutch 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 from our VAB Customer Service:

VAB nv, Customer Service, Pastoor Coplaan 100, B-2070 Zwijndrecht

