



## CONTENTS OF THESE GENERAL TERMS AND CONDITIONS

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### I. THE VEHICLE

#### A. Condition of the vehicle

When the vehicle is delivered, a delivery document describing the condition of the vehicle shall also be presented. Unless damage(s), defects in equipment or missing accessories are explicitly mentioned in the delivery document, the beneficiary acknowledges that he/she has received the vehicle in good condition. Charges for repairs to the vehicle or replacements of accessories that are determined when the vehicle is returned and which are not mentioned in this document will be charged to the beneficiary.

Every vehicle is always provided fully equipped with the following: full oil and other liquid reservoirs, a spare wheel fitted with a new pneumatic tyre or a repair kit, the standard car accessories and the vehicle documentation (or any copies thereof) required by law.

The beneficiary acknowledges having received the vehicle with all tyres in perfect condition. If, on the return of the vehicle, the tyres show abnormal wear, fractures, indentations or other serious defects not resulting from normal use, they will be replaced by identical tyres at the beneficiary's expense. The beneficiary remains liable and responsible for the vehicle until it has been inspected and received by VAB nv or a person authorised by VAB nv. If, for whatever reason, the beneficiary leaves the vehicle without any warning and/or does not attend the inspection by the person authorised by VAB nv, he/she will also continue to be held liable for any damage until the vehicle has actually been collected by VAB nv or a person authorised by VAB nv.

#### B. Use of the vehicle

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 handling of the claim. 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 relating to the replacement vehicle. Abuse may lead to the recovery of damages and/or the refusal to provide further services. 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 with a copy of your identity card to VAB Customer Service, Pastoor Coplaan 100, 2070 Zwijndrecht or to [contact@vab.be](mailto:contact@vab.be).

It is strictly forbidden for the beneficiary to lend or sublet the vehicle. Only the beneficiary (*as well as any additional driver, if mentioned on the same payroll or officially domiciled at the same address as the beneficiary*) may drive the vehicle.

The vehicle may only be used in Belgium and the Grand Duchy of Luxembourg. Any exceptions must be expressly requested.

VAB nv cannot be held responsible for any non-conformity of the vehicle with foreign technical regulations. It is the responsibility of the beneficiary to seek the necessary information before travelling abroad with a VAB replacement vehicle. He/she accepts all responsibility for this.

Every driver accepted by VAB nv must be the holder of a valid identity document and hold a valid driving licence. A provisional driving licence is not considered to be a valid driving licence. The original versions of the aforementioned documents must be presented when the delivery document is signed.

A signature must always be made before receiving the replacement car. If this facility 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 beneficiary is expressly forbidden to use the vehicle:*

- for the carriage of passengers for a fee, regardless of the type of payment or the type of contract;
- for towing or pushing any vehicle, trailer or object, except when the VAB replacement vehicle has a towbar and as long as the maximum permissible towable weight is not exceeded;
- for races or competitions, as well as preparing for the latter, nor for road tests or driving lessons;
- under the influence of drugs, narcotics or other substances that may affect their ability to drive and their responsiveness, or under the influence of alcohol, in a state of intoxication, alcohol intoxication, drowsiness or extreme fatigue;
- if, for whatever reason, he/she is in a mental or physical state that does not allow him/her to drive the vehicle with due and proper care;
- to perform illegal acts or to use the vehicle for the transport of dangerous, flammable, explosive, harmful or corrosive substances;
- in the areas of airports reserved for internal services and on aircraft runways;
- if the beneficiary's driving licence has been withdrawn or if the withdrawal of the driving licence has ended less than one year before the date on which the vehicle was made available. Similarly, where the beneficiary's driving licence contains one of the following limited use codes, linked to medical conditions or increased risk: code 61, code 62, code 63 and code 69.

*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;

The beneficiary undertakes to use the vehicle with due diligence, which means that he/she complies with the provisions of the general terms and conditions applicable to the replacement vehicle. In addition, the beneficiary will take the necessary precautions to avoid the vehicle being damaged or stolen.

The beneficiary will also make sure that the vehicle is clean when it is returned. VAB nv reserves the right to claim reimbursement of cleaning costs (inside and/or outside). Abnormal wear and tear or abnormal dirt (dirt and stains that cannot be removed by means of normal cleaning) shall be regarded as damage and shall be borne entirely by the beneficiary.

The beneficiary is responsible for any violations of the road code from the moment the replacement vehicle is handed over until collection by a person authorised by VAB nv. If the driver can demonstrate that the violation is the result of a defect in the replacement vehicle, VAB nv may be held liable for the violation.

VAB nv reserves the right to charge fines, damages or fees, including fines for incorrect parking. The beneficiary is responsible for the further handling of these violations by the police services or responsible authorities during the period that the replacement vehicle is made available. VAB nv will always charge € 100 administration costs in the event of violations and/or infringements.

Any damage resulting from a failure to comply with the provisions under Article B will be borne in full by the beneficiary.

### C. Maintenance and repairs

The beneficiary is not permitted to carry out repairs to the replacement vehicle himself when there is a mechanical defect or after an accident without prior written



permission from VAB nv. In order to obtain permission, a cost estimate must be submitted.

If the beneficiary does not comply with the regulations referred to in this article, VAB nv shall regard the repair as unauthorised and reserves the right to charge the beneficiary the full amount of the repair, as well as any additional costs resulting from this repair.

The costs associated with a mechanical breakdown of the vehicle, as a result of normal wear and tear, will remain at the expense of VAB nv.

#### D. Fuel

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 or repair costs resulting from the misfuelling of the vehicle, 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.

## II. PERIOD OF VEHICLE PROVISION

### A. Time period and overrun

Subject to the prior agreement of VAB nv, the use of the replacement vehicle shall be limited to the duration of the repair of the beneficiary's own vehicle up to a maximum of the period stated in the delivery document. This period shall commence on the day and hour of delivery of the replacement vehicle. The duration shall be calculated per 24 hours from the time of delivery. VAB nv reserves the right to monitor the repair time of your vehicle in order to keep the use of the replacement vehicle as short as possible.

The driver has the option of requesting an extension to the period of use of the replacement vehicle. This request must be submitted no later than 24 hours before the expiry of the term. VAB nv reserves the right at all times to refuse a request for renewal for any reason whatsoever. If the extension is authorised, each 24-hour period will be charged at the current rate for the vehicle category. Failure to notify VAB nv at least 24 hours before the expiry of the period will be considered as an unauthorised extension and will be charged per additional 24 hours plus the recovery costs of the vehicle and an administrative charge of € 100.

### B. Return

The beneficiary undertakes to contact the VAB nv replacement vehicle service the day before the expiry of the agreed period stated in the delivery document, to agree on a time and place to leave the vehicle behind, so that we can pick it up afterwards. If the vehicle is not available at the agreed upon time and/or place, the transfer of the appointment will be charged.

The beneficiary must personally return the replacement vehicle to a representative of VAB nv. When the vehicle is returned, an inspection of the vehicle's condition will take place in the presence of the beneficiary and the person mandated by VAB nv. VAB nv reserves the right to charge any additional damage found to the beneficiary. In the event that the beneficiary, for whatever reason, does not attend the inspection of the replacement vehicle, he/she acknowledges and accepts the unilateral findings made by the person mandated by VAB nv. The beneficiary acknowledges and accepts that findings made in this respect by a third party (e.g. a mechanic contacted by the beneficiary) are not opposable to VAB nv.

If the vehicle is delivered so dirty (exterior and/or interior) that a detailed determination of the vehicle's condition is impossible, that determination will be made when the vehicle has been sufficiently cleaned. In the event of the absence of the beneficiary during this deferred determination, the same arrangements as above will apply.

Under no circumstances may VAB nv be held liable for the loss of any goods left behind or forgotten in the vehicle either during or after the period of provision of the vehicle.

## III. DAMAGE

### A. Accident

The beneficiary undertakes to take all necessary steps to protect the interests of VAB nv and its insurance company should he/she become involved in an accident during the period of provision of the vehicle.

*In all cases, the beneficiary must take the actions set out below:*

- He/she notifies VAB nv of the damage within 24 hours;
- He/she informs the competent police authorities of the damage, even if no third party was involved. It is obligatory to have a report drawn up if the replacement vehicle was involved in an accident with physical damage to the occupant or third parties outside the vehicle, but also in cases of vandalism, theft or attempted vandalism, suspected fire and all other cases with malicious intent;
- He/she completes the European accident statement and submits it to VAB nv. If an official report has been drawn up, the beneficiary will provide a copy of the interview, stating the official police report number;
- Under no circumstances will the beneficiary make any statements about the responsibility of the accident or make any arrangements to settle the claim;
- It is forbidden to leave the vehicle behind if it cannot be towed away immediately, unless you have made the necessary arrangements to ensure the safety of the replacement vehicle;
- Damage to the replacement vehicle due to driving over an object or as a result of an elevated road surface, as well as damage to the roof due to an incorrect assessment of the vehicle's height restrictions, shall remain at the expense of the beneficiary.

In the event of failure to comply with the above provisions, VAB nv reserves the right to recover all damage resulting from this from the beneficiary. This right will also be applied in the event of embezzlement, a hit-and-run, fraud and late reporting, and if you do not co-operate or co-operate inadequately.

### B. Other damage

When there is damage both inside and outside the vehicle, resulting from vandalism, the beneficiary will be held liable for the actual cost of repairing the vehicle.

Damage to the VAB replacement vehicle as a result of gross negligence or malicious intent on the part of the beneficiary will be fully recovered from the beneficiary.

Damage to the vehicle caused by natural forces will be borne by VAB nv, provided that the beneficiary pays the excess. Damage caused by natural forces means: all damage directly resulting from floods, hail, volcanic eruptions, earthquakes, collapsing rocks, falling rocks/debris, landslides, avalanches, pressure caused by snowfall, subsidence caused by snow or ice masses, storms with an average wind speed measured in the nearest weather station exceeding 80 km/h, hurricanes, whirlwinds or tidal waves.

The operational costs shall be borne by the beneficiary.

Damage to or theft of items, clothing or luggage shall be borne by the beneficiary. Damage caused to the vehicle as a result of transporting goods or accessories, such as a ski box, bicycle on the luggage carrier, etc., shall also be borne by the beneficiary and shall not be eligible for reimbursement by VAB nv. Nor can VAB nv be held responsible for late delivery or any other form of loss of income due to damage to goods transported in the replacement vehicle.

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. If the beneficiary is liable, VAB nv also reserves the right to charge the possible towing costs of the defective/damaged VAB replacement vehicle, as well as for the unavailability of this VAB replacement vehicle at the current VAB rates.



#### IV. LIABILITY IN CASE OF DAMAGE OR THEFT

The replacement vehicles are not insured for own damage and theft.

If the replacement vehicle was damaged by an unknown liable third party (*see annex*), the exemptions per type (*see annexe*) and make will be recovered from the underwriter/user. In the event of a total loss, the exemptions will be limited. This is 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 VAB 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**

In the event that the beneficiary is not in possession of a valid driving licence at the time of the incident, or in the event of drunkenness, alcohol intoxication, or being under the influence of drugs, medication or other legal or illegal substances that affect the ability to drive or react, as well as in the event that the beneficiary has provided false information regarding damage or theft, VAB nv reserves the right to recover all damages in full from the beneficiary.

#### V. INVOICING CONDITIONS

In case of invoicing, the following conditions apply: unless explicitly stated otherwise, all invoices of VAB nv must be paid within 14 days to the registered office of VAB nv.

*Moreover, the beneficiary undertakes, at the first request of VAB nv, to compensate the latter for the following points:*

- The repair costs for any damage to the VAB replacement vehicle, for which the beneficiary is liable, capped at the amount of the established excess, subject to compliance with all provisions of the general terms and conditions. In the event of a total loss, the value of the vehicle before the accident will be reduced by the scrap value at the time of sale, if any, plus the costs of breakdown assistance, expertise, IPI, loss of use and change time;
- The cost of replacing the vehicle documents as a result of their loss or absence, as well as any modifications made;
- Costs related to fines or fees for incorrect parking during the period of provision of the vehicle, even if VAB nv was notified of this after the period expired. In addition, any beneficiary who has committed an offence requiring VAB nv to take action as owner of the vehicle will be given formal notice and will owe a fixed lump sum for operational costs of at least € 100. The beneficiary will thus be held liable for any damage that he/she has indirectly caused VAB nv during the period of provision of the vehicle.

*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.

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

#### VI. INSURANCE

##### A. Legal motor liability insurance

The beneficiary is included as an insured person in the compulsory legal motor liability insurance. This insurance covers any damage to third parties via the policy of VAB nv. You can always obtain a copy of this policy on request.

##### B. Coverage of material damage

If the beneficiary is liable for an accident, regardless of whether or not third parties are involved, he/she will be responsible for the payment of the exemption. The limitations of the beneficiary's liability are only valid if the beneficiary complies with all the contractual obligations set out in the general terms and conditions.

The validity of the legal motor liability insurance, as well as the limitation in liability for own damage and theft, is strictly limited to the period of availability. Outside of this period, the beneficiary will be fully liable for any damage to the vehicle and/or persons.

#### VII. REGISTRATION OF DATA

The beneficiary has taken note of these general terms and conditions of the replacement vehicle, as well as the general terms and conditions of membership or the affiliation agreement. In the event of conflicting provisions, the general terms and conditions of membership, or if applicable the affiliation agreement, shall take precedence over those of the replacement vehicle.

The beneficiary shall receive a copy of the delivery document upon signature. A copy of the delivery document shall be stored on an invariable physical medium. It shall be expressly agreed between the parties that this copy shall have the same legal value as an original document.



## VIII. JURISDICTION CLAUSE

The agreement is governed exclusively by Belgian law. Any dispute between the contracting parties according to the agreement concluded in Belgium, which cannot be settled amicably, shall fall under the exclusive jurisdiction of the courts and tribunals of the district of Antwerp. Even in the event of subcontracting, the beneficiary of this service acknowledges that he/she is bound by these conditions. Any contract that the beneficiary may have concluded with the client of VAB nv and from which these services result is not enforceable against VAB nv.



## 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 and Landrover	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	