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IPID

I. GENERAL PROVISIONS

The following provisions apply to the whole agreement.

1. VAB nv

VAB nv, with a registered office in Belgium, Pastoor Coplaan 100, 2070 Zwijndrecht, BE 0436.267.594, is a mobility organisation that offers breakdown assistance for covered bike(s). The insurance products are guaranteed by VAB nv.

2. Insured person

- The Breakdown assistance is person-specific; the insured person, who is mentioned in the general conditions and requests assistance with his bike will be eligible to receive our help.
- The insured party or yourself: the person who took out the breakdown assistance insurance with VAB nv. This person must be a natural person, domiciled in Belgium and mentioned by name on the membership certificate;
- The insured person is the underwriter or the underwriter and one or more insured persons living together at the same legal domicile in Belgium *(two to a maximum of nine persons*): 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.

3. Insured bicycle

All two- and three-wheeled bicycles with which the persons mentioned in the contract by name and address are travelling are covered by this contract. The following are considered to be a two-wheeler: all *(electric)* bicycles, cargo bikes *(with a maximum width of 1 metre)*, recumbent bikes, mountain bikes, sports bikes, mopeds *(max. 50 cc)* and scooters *(max. 50 cc).*

4. Immobility

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

5. Residence

This is the address in Belgium, the place of residence of the insured person. The address is mentioned on the contract.

II. THE CONTRACT

1. Payment and commencement of the insurance contract

In case of immobility of a non-insured vehicle, we can also help you in Belgium. In that case, you can opt for a one-off breakdown assistance service including an annual contract. If your vehicle has to be towed further than 50 km, this can be done for a fee. The rates can be requested via the VAB Customer Service department on 03/253.61.30.

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

After drawing up your contract, you will receive an invitation to pay. The contract shall commence starting from the day after payment. Likewise, breakdown or accident cover also starts from the day after payment.

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.

This contract has a term of one year and is tacitly renewed for consecutive periods of one year, except in the event of cancellation by the underwriter or VAB at any time with due observance of a notice period of 2 months (*3 months if cancellation by VAB nv*).

In the event of payment of the membership contribution by direct debit, and if the member applies for and obtains a refund of the membership contribution in accordance with the Law of 10 December 2009 on payment services within 8 weeks of debiting his account, the membership contribution will be invoiced to the member. If, in the meantime, however, breakdown assistance has already been provided, the membership contribution will be invoiced to the member as stipulated above if the member subscribes at the time of the actual breakdown or accident.

Any additional invoices must be paid to the registered office of the company no later than 15 days after the breakdown assistance has been provided.

What happens in the event of non-payment?

- In the case of late payment, interest of 1% per commenced month, to be increased with the reminder fees fixed at 10%, with a minimum of € 100, will be due by right and without formal notice.
- In the event of non-payment on the due date, all amounts still due become immediately due and payable, without prejudice to the payment terms that were already granted;
- In the event of non-payment, VAB nv also has the right to suspend all services until full payment of the invoice and the aforementioned costs has been received;
- In the event of non-payment within 15 days after the breakdown assistance has been provided, VAB nv will be entitled to declare the application for subscription cancelled and to charge the actual cost of the intervention.

The amounts already paid will be regarded as definitively acquired.

Disputes

The invoice must be disputed within 8 days of the invoice date, VAB nv will not accept any further disputes after this date. The beneficiary is also aware that if he/she does not pay outstanding invoices on the due date – or does so late – he/she will be obliged, without any formality or notice of default, to pay all outstanding invoices in his/her name immediately.

The parties explicitly agree and acknowledge that the place of execution of the agreement is the registered office of the supplier and that all disputes relating to the invoice are subject to Belgian law and are in accordance with article 624.2° of the Belgian Judicial Code, which shall 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* 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. Validity and termination of the contract

The 12-month term of the VAB contract is stated in the proof of subscription. The period of validity cannot be temporarily suspended. The contribution is indivisible, no partial refunds will be made, for any reason.

This contract has a term of one year and is tacitly renewed for consecutive periods of one year, except in the event of cancellation by the underwriter or VAB at any time with due observance of a notice period of 2 months (*3 months if cancellation by VAB nv*). The contract can be cancelled by written confirmation via *contact@vab.be* or by registered letter delivered to the post office, by bailiff's writ or by delivery of the letter of cancellation against receipt.

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.

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. What are the benefits of my VAB contract?

By signing or renewing a VAB contract, you automatically become a member of the VAB Club for a period of 12 consecutive months.

As member of the VAB Club, you receive:

- The VAB magazine;
- The digital newsletter;
- Interesting member benefits from VAB nv and its partners, about which VAB will inform you by e-mail and which you can also consult online at *vabclub.be*.

5. Where is the insurance valid?

Breakdown Assistance Bicycle:
Belgium, the Netherlands and Grand Duchy of Luxembourg;

6. Your obligations

The financial services we provide are always limited to unforeseen and additional expenses, i.e. the costs you would not have incurred if the event for which assistance was requested had not occurred.

Paid compensation and/or services rendered, for which VAB nv did not have to intervene, must be reimbursed within 30 days. These services will only be provided at the request of the insured person or his/her beneficiary.

In the event of non-payment of the fees owed to VAB nv, the latter will charge a supplement of 10% per month started. In the event of non-payment including the surcharges within the imposed periods, VAB nv will take legal steps to recover these

You commit to:

- Show the VAB road guard your identity card if asked. If you are unable to prove your identity, subscription costs may be charged;
- Co-operate with the administrative formalities and obligations necessary to enable the assistance requested to be carried out;

- Give VAB nv correct information about the covered claim;
- Provide proof of the costs incurred on the basis of original invoices and/or certificates.

7. How can I contact VAB?

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

In the event of breakdown or accident, 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 or the Grand Duchy of Luxembourg you can contact our emergency centre on 078 222 222.

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

8. What happens in the event of complaints?

In the event of a complaint, you can contact the VAB complaints service *(klachtenbehandeling@vab.be or 03 253 61 40)*.

III. BIKE ASSISTANCE

1. When is assistance provided?

The guarantee applies to the unexpectedly technically or legally immobilised insured cyclist located in Belgium, the Netherlands and the Grand Duchy of Luxembourg and counting from the place of residence of the entitled party.

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

The immobilisation is the result of an accident, technical defect, flat tyre, battery problem, vandalism, theft or attempted theft. Bicycle assistance is only provided if the bicycle is located on a road that is accessible to a VAB nv assistance vehicle.

2. The assistance consists of:

- ✓ Sending a VAB road guard on site;
- ✓ If the bicycle cannot be repaired on site by the VAB road guard so that it is in a good enough condition to be ridden again, the person concerned is entitled to one transport of the bicycle covered. The bicycle will be taken to the location that is most suitable for the repair. Additional transport may exceptionally be permitted, subject to payment of the usual rates charged by VAB nv *(info: 03 253 61 30)*. The driver can ride along during this trip, in consultation with the VAB road guard. We are not responsible for the luggage during transport;
- ✓ In the event of the theft of the bicycle, we will organise and bear the costs of transporting the right holder to his or her place of departure or arrival in Belgium up to a maximum of € 80. This guarantee is only granted if the right holder can prove that all precautions have been taken to minimise the risk of theft of the bicycle and if the theft has been reported to the police;
- ✓ If, at the time of the intervention, the right holder is the only person accompanying one or more minor children, we will also organise the transport of the children *(max. 3 children)*. In this case, the non-mobilised and uninsured bicycles are excluded from transport;
- ✓ Before carrying out the above services, the VAB road guard may ask for your identity card.

3. What is not covered by the guarantees?

We are not obliged to intervene in the case of:

- ✓ Benefits of any kind, either organisational or financial, which have not been requested at the VAB Emergency Call Centre or which have not been provided by or with the consent of the VAB Emergency Call Centre;
- ✓ Intentional and/or unlawful acts on your part, as well as the confiscation of the bicycle by the local authority as a result thereof;
- ✓ Participation in extreme outdoor activities. By this we mean outdoor activities in which the extreme conditions or the level of difficulty represent a potential danger to life, such as downhill racing/biking. For any activities not listed, we do provide coverage provided that the necessary safety regulations have been observed *(such as wearing a helmet)*;
- ✓ The practice of all sports/activities as a profession or for remuneration is excluded, including competitions and training sessions;
- ✓ Excessive use of alcohol or the use of medicines or narcotics that have not been prescribed by a physician, unless there is no causal connection with the harmful event;
- ✓ Regularly recurring defect in the bicycle, as a result of inadequate maintenance;
- ✓ Defects and breakdowns, the price of the spare parts, the maintenance costs of the bicycle and the repair costs, if the bicycle is already at a repair shop *(incl. the costs for the specifications and disassembly of the bicycle by the repair shop)*;
- ✓ Damages caused intentionally by the right holder or as a result of an accident occurring as a result of bets or challenges;
- ✓ Damages resulting from an accident resulting from a dispute, aggression or attack of which the right holder was a provocateur or instigator;
- ✓ Assistance with bicycle locks, unless indisputable proof is provided that the right holder is the owner of the bicycle;
- ✓ Organised rides, where the organisation provides technical assistance. Only if this assistance is unable to solve the problem can VAB nv be called upon;
- ✓ Defects resulting from the use of non-original spare parts;
- ✓ 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.

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*.

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*.

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, 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

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.

VAB Breakdown Assistance Bike

Information document on the insurance product **VAB nv** - Belgium

The purpose of this information document is to give you an overview of the main coverages and exclusions of this insurance. The document is not personalised according to your specific needs and the information it contains is not exhaustive. For any additional information on the insurance chosen and information regarding your obligations, please consult the pre-contractual and contractual conditions of this insurance.

What type of insurance is this?

VAB Breakdown assistance Bicycle is an insurance product provided by VAB nv that ensures assistance for the insured bike in the event of a breakdown or accident.

What is insured?

Bike assistance

- ✓ 24/7 protection starting from your place of residence in Belgium. We also help you during your trips in the Netherlands and the Grand Duchy of Luxembourg;
- ✓ We help you with various types of bicycles: e-bikes, sports bikes and scooters *(max 50cc)* after an accident, technical defect, flat tyre, battery problem, vandalism, theft or attempted theft;
- ✓ If it is not possible to solve the problem immediately, we will take you and your bike to the place in Belgium that is most suitable for repair.

What is not insured?

Bike assistance

- × Intervention for bicycle breakdown as a result of practising sport as a profession or for payment/sponsorship and the related training;
- × Regularly recurring defect of the bicycle, as a result of inadequate maintenance;
- × Assistance with bicycle locks, unless indisputable proof is provided that the right holder is the owner of the bicycle.

Are there coverage restrictions?

- ! Intervention during the practice of a sport as a profession or for payment/sponsorship and the related training;
- ! Assistance with bicycle locks, unless indisputable proof is provided that the right holder is the owner of the bicycle.
- ! Mopeds and scooters of more than 50cc;
- ! Force majeure may be invoked as a valid reason for exclusion from the guarantees.

Where am I covered?

- ✓ *Breakdown Assistance Bicycle* is valid in Belgium, the Netherlands and the Grand Duchy of Luxembourg.

What are my obligations?

- When concluding the contract, you must provide us with honest, accurate and complete information about the risk to be insured;
- If, during the term of the contract, there are any changes to the risk for which you are insured, you must notify us;
- You must take all necessary precautions to avoid the occurrence of a claim;
- In the event of a claim, you must report it within the period stipulated in the general terms and conditions and take all reasonable measures to limit the consequences of the claim.

When and how do I pay?

You must pay the premium annually. You will receive an invitation to pay.

When does the cover start and end?

The contract is valid for 1 year and is tacitly renewed for consecutive periods of one year. The guarantees can take effect at the earliest from the 4th calendar day after VAB nv has received the payment.

How do I terminate my contract?

The contract is tacitly renewed for consecutive periods of one year with due observance of a notice period of 2 months.