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A. GENERAL

I. GENERAL PROVISIONS

The following provisions apply to the whole agreement.

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 Chapter '*Breakdown Assistance France/ Germany'* and *'Breakdown Assistance Europe'*.

3. Insured person

- 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 or a company or institution with registered office in Belgium;
- The Breakdown assistance is not person-specific; anyone who meets the general conditions and requests assistance with the insured vehicle *(mentioned in the proof of subscription by its number plate)* will be eligible to receive our help.

4. 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 tonness 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.

5. 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.

6. 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 either opt for a one-off breakdown assistance service or 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, except for the official removal of the number plate on presentation of a proof of cancellation.

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. The renewal of the subscription will be effected by receipt of payment.

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 car/moto Benelux:
Belgium, the Netherlands and Grand Duchy of Luxembourg;

Option replacement car:
Belgium and Grand Duchy of Luxembourg.

Breakdown Assistance car/moto and option replacement car
Region "France and Germany": in France and in Germany;
Region "Europe": in geopgraphical Europe*.

Option Breakdown Assistance Motorhome
Geographical Europe*, excluding Belgium and the Asian part of Turkey

** Geographical Europe includes the following countries:*

Europe means geographical Europe – excluding Belgium and the Asian part of Turkey - including: Albania, Andorra, Austria, Belarus, Bosnia and Herzegovina, Bulgaria, Cosovo, Croatia, Cyprus, Czech Republic, Denmark, Germany, Estonia, 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 Bosporus, the Sea of Marmara and the Dardanelles)*, Ukraine, United Kingdom (*incl Northern Ireland*), Vatican City and Iceland.

6. What is not covered by the guarantees?

We are not obliged to intervene in the case of:

- 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 bicycle by the local authority as a result thereof;
- 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, such as racing.
- 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;
- 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 (*excluding motorhome between 3,5 and 6,5 tonnes*). 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 or 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;
- 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 depravation of goods or any loss or expense resulting therefrom or any loss which would be the direct/indirect consequence or wholly/partially caused by the (spontaneous) ignition of the battery of a vehicle with electric/hybrid drive after or during the intervention of the appointee of VAB, despite compliance with all safety instructions prescribed by the manufacturer.

The following elements are not covered by mobility guarantee services:

- all costs resulting from the storage of a (damaged) vehicle with electric/hybrid drive, the monitoring of the status of a (damaged) battery, the intervention on a burning battery *(e.g. submersion of the vehicle in water, the contamination of polluted fire extinguishing water, transport and storage of the vehicle in question, ...)*

7. 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 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.

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:

- 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;
- Hand over the unused transport tickets to VAB nv when we have paid for the repatriation or return;
- Provide the requested proof. If the insured person fails to do so, this will result in the refusal of intervention.

8. 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 (*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 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.

9. 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)*. If you do not reach an agreement, you can contact KBC Complaints Management, Brusselsesteenweg 100, 3000 Leuven, *klachten@kbc.be*, tel 0800 620 84 *(free of charge)*. If you cannot find a suitable solution, you can turn to the Insurance Ombudsman, de Meeûssquare 35, 1000 Brussels, *info@ombudsman-insurance.be*. However, you always retain the right to initiate legal proceedings before a Belgian court.

B. BASIC GUARANTEE

I. 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. 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 at the request of the authorities, and 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.

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 and repair costs 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. OPTIONAL GUARANTEE

I. BREAKDOWN ASSISTANCE AUTO/MOTO – FRANCE/GERMANY OR EUROPE

A. What does the assistance include?

1. Where is the contract valid?

Depending on the option chosen *'Roadside breakdown assistance car/motorbike France/Germany'* or *'Roadside breakdown assistance car/motorbike Europe'*, you get cover for the insured vehicle

- either in France and Germany
- or in geographical Europe

2. Local breakdown assistance

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.

With this cover, you benefit from breakdown assistance in France and Germany or in geopgraphical Europe (excluding Belgium).

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 France/ Germany or geographical Europe

The provision of a replacement car in France/ Germany or in geographical Europe can only be applied to the vehicle mentioned by number plate in the "*Replacement car France/ Germany*" or "*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
Region 'France/ Germany': in France and Germany;
Region 'Europa': geographical Europe, excluding Belgium and the Asian part of Turkey.

2. The right to a replacement car

You are entitled to a replacement vehicle (in France/ Germany or 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 between 3,5 and 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 repatration is not included. This remains at the customer's expense.

II. What is not insured?

We do not intervene in the event of:

(applicable to all guarantees described in C. Optional Cover – Chapter I):

- ✓ Ordinary maintenance costs, the cost of spare parts or hourly wages charged by the garage;
- ✓ Costs for fuel or car lubricants;
- ✓ The apparent poor condition of the vehicle;
- ✓ Damage occurring outside the coverage area;
- ✓ Cars rented in Belgium or abroad;
- ✓ All claims arising prior to the conclusion of the guarantee;
- ✓ Repairs, damage caused, costs of additional premiums for the reduction or waiver of the excess after claims have been settled with the rental agency, as well as costs for the physical injury of the passenger;
- ✓ Improper use of the vehicle in all circumstances;
- ✓ Vehicles that are not on public roads or paved private roads or that cannot be reached by VAB nv's regular vehicles, e.g. when a vehicle is not on a paved surface or when one or more wheels of the vehicle no longer touch the ground. If it is necessary to make use of specialised salvage services, these costs will be charged to you.

When a rental car is made available:

- ✓ Costs for an additional driver;
- ✓ Optional excess waiver in the event of damage *(e.g. Super CDW Collision Damage Waiver);*
- ✓ Optional excess waiver in the event of theft *(e.g. Super TW Theft Waiver);*
- ✓ Optional passenger insurance *(e.g. PAI Personal Accident Insurance);*
- ✓ Fees charged by the rental company if the rental vehicle is not returned to the rental office in accordance with the rental agreement;
- ✓ Fuel costs: the rental car must be returned fully tanked;
- ✓ Uninsured damage to the vehicle occurring during the rental period.

LEGALLY REQUIRED INFORMATION

Privacy

VAB nv respects the privacy of its members, clients and the users of its website. In order to be able to provide you, as a customer, with our services and products, we need to request some personal data. VAB nv strives to process these personal data in a legal, fair and transparent manner.

More information about these regulations can be obtained on the website *gegevensbeschermingsautoriteit.be*.

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.

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
Exterior: Innovative repair	
Dent repair	110
Spot repair	165
Exterior: Painting (scratches)	
Front or rear panel	380
Bonnet or boot lid	380
Wing	240
Door	240
Bumper	250
Car sill	250
Mirror	90
Exterior: Painting (dent without machining)	
Front or rear panel	380
Bonnet or boot lid	380
Wing	240
Door	240
Bumper	250
Interior	
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
Damaged or missing parts	
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	

VAB Breakdown Assistance Car/Motor

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?

Breakdown assistance is an insurance product provided by VAB nv that ensures assistance for both the insured vehicle and the immobilised occupant in the event of a breakdown or accident in Belgium, the Netherlands or the Grand Duchy of Luxembourg. Optionally you can also take out Breakdown Assistance in France/Germany or in geographical Europe.

What is insured?

Breakdown assistance car/moto

- ✓ Breakdown Assistance for your vehicle (registered in Belgium and max 3,5 ton) from your front door in case of accidents and all kinds of breakdowns (*batteryproblems, mechanical breakdown, tyres, etc.*) 24/7 throughout Benelux: if there is no recovery on site, a tow to the garage of our choice in Belgium is included;
- ✓ We take the occupants (max 4) to a place to continue their journey or bring them home, if possible.
- ✓ Reimbursemen for a tow on behalf of the authorities by another service provider (FAST) up to a maximum of € 400.

Optional insurance product:

Breakdown assistance car/moto

We offer Breakdown assistance car/moto or in France/ Germany or in geographical Europe, excluding the Asian part of Turkey.

- ✓ Making the vehicle roadworthy in situ;
- ✓ If it is not possible to make the vehicle roadworthy again, transport to the most appropriate repair location, including the driver;
- ✓ Repatriation of the vehicle, including the driver and insured persons, to Belgium if necessary.

Replacement car

You are entitled to a replacement car if:

- ✓ The replacement car guarantee was subscribed to and paid for in advance;
- ✓ VAB nv cannot get your vehicle back up and running;
- ✓ The number plate of the immobilised vehicle is also listed on the Replacement vehicle option.

What is not insured?

Breakdown assistance for vehicles

- × Vehicles that are already in a repair location or in its immediate vicinity;
- × Repeated breakdowns due to non-repair or poor maintenance of the vehicle;
- × Breakdown assistance for vehicles with a temporary, taxi, transit or commercial number plate.

Optional insurance product:

Breakdown assistance vehicle

- × Ordinary maintenance costs, the cost of spare parts or hourly wages charged by the garage;
- × Costs for fuel or car lubricants;
- × Events occurring outside the coverage area;
- × A vehicle that is already in a repair location or in its immediate vicinity.

Replacement car

The replacement car will be refused if:

- × The guarantee and contribution were not subscribed to and/or paid for in time;
- × The road guard is of the opinion that the driver is unable to drive the replacement vehicle safely;
- × You are not in possession of a valid driving licence.

Are there coverage restrictions?

- ! Vehicles must be registered and validly inspected in Belgium and have a valid motor liability insurance;
- ! Temporary, taxi, transit or commercial number plate are excluded from our services;
- ! Vehicles must be immobilised on a road that is reachable and accessible to VAB Roadside assistance.
- ! Force majeure may be invoked as a valid reason for exclusion from the guarantees.

Where am I covered?

- ✓ *Breakdown assistance Benelux* is valid in Belgium, the Netherlands and the Grand Duchy of Luxembourg;
- ✓ *Breakdown assistance car/moto* is valid – depending on the chosen cover – in France/Germany or in geographical Europe.

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 starting date and duration of the insurance are stated in the special terms and conditions. The guarantees can take effect at the earliest from the 4th calendar day after VAB nv has received the payment. The agreement lasts for 1 year and is tacitly renewed.

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.

Registered office of the company: KBC Insurance NV, Professor Roger Van Overstraetenplein 2, 3000 Leuven, Belgium, BTW 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