



# Home Protect

## General Conditions

Insurance Act of 4 April 2014

Version 01/10/2024

The product proposed is intended for tenants and owners of a private property and is composed of the following coverages:

## Introduction

### Part 1: Home

- Basic insurance
  - Fire and other insurance
  - Water and fuel oil damage
  - Storm, hail, snow and ice pressure
  - Natural disasters
  - Glass breakage
  - Civil liability building
  - All Risks Computer
  - Home exchange or house-sitting
  - Room rental in your home
- Optional coverage
  - Theft and Vandalism
- Optional homeowner's coverage
  - Surround Package
- Baloise Assistance Service

### Part 2: Legal Protection Building (or Home)

### Part 3: Pack Family Insurance

- Family Civil Liability, including bicycle assistance
- Legal Protection Private Life

### Part 4: Administrative provisions common to all coverages

## About Qover

Your Insurance Policy is managed by QOVER SA/NV, RPM 0650.939.878 (VAT BE0650.939.878). The legal offices of QOVER SA/NV are located at Rue du Commerce 31, 1000 Brussels – Belgium.

QOVER SA/NV is an untied insurance agent, authorized and regulated by the Financial Services and Markets Authority (FSMA – BELGIUM), whose registration numbers is 0650.939.878.

### Overview of the conflicts of interest policy

Qover is an insurance agent that conducts business in the European Economic Area and is based in Belgium.

Qover is exposed to conflicts of interest arising from the performance of its various activities. In view of the fact that protecting the interests of its customers is a top priority, Qover has developed a general policy that enables its board members, directors and staff members to protect themselves against this risk as much as possible.

A conflict of interest is a conflict that arises if one or more people or entities have conflicting interests that may potentially harm the customer. The “conflict of interest” is a complex concept. It may arise between Qover, its managers, employees, commercial suppliers, other service providers and subcontractors, on the one hand, and its customers, on the other, as well as between shared customers.

Qover SA has identified possible conflicts of interest in all its activities. You can find our conflicts of interest policy on our website at [www.qover.com](http://www.qover.com).

## Overview of the conflicts of interest policy

Qover is an insurance agent that conducts business in the European Economic Area and is based in Belgium.

Qover is exposed to conflicts of interest arising from the performance of its various activities. In view of the fact that protecting the interests of its customers is a top priority, Qover has developed a general policy that enables its board members, directors and staff members to protect themselves against this risk as much as possible.

A conflict of interest is a conflict that arises if one or more people or entities have conflicting interests that may potentially harm the customer. The “conflict of interest” is a complex concept. It may arise between Qover, its managers, employees, commercial suppliers, other service providers and subcontractors, on the one hand, and its customers, on the other, as well as between shared customers.

Qover SA has identified possible conflicts of interest in all its activities. You can find our conflicts of interest policy on our website at [www.qover.com](http://www.qover.com).

## Data protection

We undertake to comply with the applicable personal data protection legislation.

Your Personal Data may be used by Us, the Controller, in accordance with the applicable personal data protection legislation, for administrative and optimisation purposes within the context of the contractual relationship between You and Us, most notably for providing You with this Insurance, for the management of your insurance and for any claim that you submit. The processing of your Personal Data is necessary for the establishment and administration of the contractual relationship between You and Us.

Your personal data will be stored by Us for a period of no more than five years from the end of this Insurance.

We will collect the details of the payment card so that Qover can manage Your payments and will keep such data private unless this information is needed to investigate a Claim submitted to Us regarding alleged improper or unlawful charging of the card or for some other reason if this is required by law. Please consult Qover's Privacy Policy for more information about Our procedures relating to privacy and data processing.

We will not pass on Your Personal Data to third parties unless We are obliged to do so under EU or Belgian law. If any such transfer of the personal data to third parties is mandatory, We will notify You in advance if possible and otherwise as soon as we can, unless such notification is not permitted

You will have the right to access, rectify and erase Your Personal Data relating to you, or to restrict the processing thereof. You will also have the right to object and a right to data portability as well as a right to file a complaint with the supervisory authority.

You can exercise the aforementioned rights by contacting Qover SA/NV – Privacy at the following address: Rue du Commerce 31– 1030 Brussels – Belgium or send an email to [privacy@qover.be](mailto:privacy@qover.be) together with a copy of Your identity card.

## About Baloise

Baloise Belgium NV is the insurer. Baloise Belgium NV is an insurance company authorised and regulated by the NBB.

The registered office is located at City Link, Posthofbrug 16, 2600 Antwerp, Belgium, LPR Antwerpen, Antwerp Division 0400.048.883, and the office is located at Boulevard du Roi Albert II 19, 1210 Brussels, Belgium.

Baloise Insurance is the trade name of Baloise Belgium NV.

You can check this in the FSMA's register by consulting the FSMA's website at <http://www.fsma.be> or by contacting the FSMA on telephone number +32 (0)2 220 52 11.

## Introduction

To make the text easy to read, we have replaced Baloise Insurance with 'we'. If we write 'us' or 'our', we are also referring to Baloise Insurance.

If we write 'you', we are referring in these General Conditions to the insured party. Chapter 4 explains who the insured party is.

Want to know more about us? If so, read the informative brochure on our website at [www.baloise.be](http://www.baloise.be). In this brochure we introduce Baloise Insurance to you. This will give you a good idea of who we are, what we stand for and what products and services we offer.

## The General Conditions of Home Protect of Qover SA

These are the General Conditions that go with your Qover Protect policy from Qover SA. It is important that you read these General Conditions carefully. Also read all the other documents that belong with the policy.

Do you have any questions about your policy? In that case, contact Qover SA.

## What terms and conditions apply to the policy?

The terms and conditions set out below apply to your Qover Protect policy. We refer to all these terms and conditions collectively as the policy.

1. Policy Schedule
2. General Conditions of Home Protect
3. Administrative Provisions of the General Conditions

Are you taking out insurance for the insured building or household contents that is additional to the insurance under the General Conditions of Home Protect – home? If so, we will extend your policy to include such insurance.

Are you, for example, taking out the Legal Protection Building insurance from Euromex NV? If so, the General Conditions of the Legal Protection Building insurance from Euromex NV and the administrative provisions contained in them will also apply.

Are you, for example, taking out the Family Civil Liability insurance? If so, the General Conditions of Home Protect – Family Civil Liability and the administrative provisions Home Protect will also apply.

Are you, for example, taking out the Legal Protection Private Life of Euromex NV? If so, the General Conditions Legal Protection Private Life of Euromex NV and the administrative provisions contained in them will also apply.

## 1. Policy Schedule

The Policy Schedule include, for example, the following elements:

- the personal data of the policyholder;
- the address of the building or household contents insured by us;
- details of exactly what insurance you have;
- which General Conditions apply to you.

All General Conditions have a reference. In the Policy Schedule you will find the references of the terms and conditions that apply to you. You can use these references to locate the right terms and conditions on the website

of Immoweb Protect through which this product is distributed: [protect.immoweb.be](https://protect.immoweb.be).

## 2. General Conditions of Home Protect

The General Conditions of Home Protect include, for example, the following elements:

- which building or household contents is/are insured by us;
- people we insure;
- what damage or loss we pay for;
- how much we pay;
- what damage or loss we do not pay for;
- what rights and obligations you and we have.

In these General Conditions we present multiple insurance covers. For this reason, your Home Protect policy is a combination policy. That has important implications for you. What these may be is set out in the General Conditions Administrative Provisions.

## 3. General Conditions Administrative Provisions

The General Conditions Administrative Provisions include further rights and obligations:

- what you must do for this insurance;
- by when you must do certain things;
- what information you must report to us;
- what the consequences are if you do not do something or you do it late.

The order of the documents is important. What if the arrangements in these documents differ? Then the Policy Schedule will take precedence over the General Conditions of Home Protect. These in turn will take precedence over the General Conditions Administrative Provisions.

Are you also taking out Legal Protection insurance? If so, the Policy Schedule will take precedence over the General Conditions of Euromex NV and the administrative provisions contained in them.

# **Home Protect**

## Part 1. Home

# **Home Protect – Home**

## **General Conditions**

**Law of 4 April 2014 relating to insurance**

Home\_Protect\_EN\_Fire\_15.07.2021



## Contents

Do you have a question? If so, check out the contents and just read the right chapter. You will find the answer there.

Chapter 1. For whom is this insurance useful?.....	4
Chapter 2. Definitions.....	4
Chapter 3. Type of insurance.....	10
Chapter 4. Who is insured? .....	11
Chapter 5. Which building and household contents are insured?.....	12
A.    Building.....	12
B.    Household contents.....	12
Chapter 6. What damage or loss do we never pay for? .....	12
Chapter 7. What damage or loss will we pay for? .....	13
Chapter 8. Basic insurance .....	13
A.    Fire and Other Insurance.....	14
B.    Water Damage and Fuel Oil Damage.....	17
C.    Storm, Hail, Snow and Ice Pressure .....	19
D.    Natural Disasters.....	20
E.    Glass Breakage.....	21
F.    Third-Party Liability Building.....	22
G.    All Risks Computer.....	23
H.    Home Exchange or House Sitting .....	24
I.    Renting Out Rooms in Your Home.....	24
Chapter 9. Optional insurance .....	25
A.    Theft and Vandalism.....	25
B.    Surround Package .....	28
Chapter 10. Where is the insurance valid? .....	33
A.    Household contents which are temporarily elsewhere .....	33
B.    Your holiday residence .....	34
C.    The student residence .....	34
D.    The building which you rent or use for a family party .....	34
E.    The garage or parking space.....	35
F.    Household contents in a room or apartment in a retirement home or care home.....	36
G.    Your replacement residence if your home is uninhabitable.....	36
H.    What happens if you are moving home? .....	36
Chapter 11. Rescue costs.....	37
Chapter 12. Supplementary insurance and additional costs.....	37
A.    Recourse by third parties.....	37
B.    Recourse by tenants or users .....	37
C.    Material damage to the insured building and insured household contents due to:.....	38
D.    Additional costs.....	38
E.    Medical expenses and funeral expenses.....	39



Chapter 13. What amounts must you insure?.....	40
A. What value should you use to determine the insured amounts? .....	40
B. How should you determine the insured amount for the insured building?.....	40
C. How should you determine the insured amount for the insured household contents?.....	41
D. How will the amounts in this policy change due to the index?.....	41
Chapter 14. What must you do if you suffer damage or loss? .....	42
A. What must you do in the event of damage or loss?.....	42
B. What must you not do in the event of damage or loss? .....	42
C. Special cases.....	43
D. You do not follow the rules.....	43
Chapter 15. How do we determine our compensation? .....	43
A. General rule .....	43
B. The costs which you must pay due to new building standards.....	44
C. Multiple insurance covers – one-time payment.....	44
D. Wear and tear .....	44
E. Your deductible.....	45
F. The proportionality rule .....	45
G. Our compensation will change with the ABEX index.....	46
H. The costs of the claims assessor.....	47
Chapter 16. How do we pay for damage or loss?.....	47
A. Advance payment.....	47
B. How much will we pay? .....	48
C. When will we pay? .....	49
D. Who will receive the payment? .....	49
E. From whom can we recover our compensation? .....	50
F. We will take your place.....	50
Chapter 17. Baloise Assistance.....	50
A. How is Baloise Assistance useful?.....	50
B. Definitions .....	50
C. What must you do if you need our help? .....	50
D. What help can you receive? .....	51
E. From whom can we recover our compensation? .....	56
F. What damage or loss do we never pay for? .....	56
G. Complaints.....	57
Chapter 18. Determining the premium.....	57



## Chapter 1. For whom is this insurance useful?

This insurance is useful for the owner of an *insured building* and/or his/her *insured household contents*. It is also useful for the tenant or user of an *insured building* and/or his/her *insured household contents*.

Insurance for the *building* is sometimes mandatory. For example, do you own a home? And are you renting out this home? Then you must take out fire insurance for the *building*. Are you a tenant of a home? Then you must also take out fire insurance for the *building*.

When you are obliged to take out insurance is laid down in the Flemish and Walloon government decrees. If you would like to know more about this, please contact QOVER SA.

Even if you are not always obliged to take out fire insurance, it is advisable to properly protect your *building* and your *household contents*. The *insured building* and the *insured household contents* may suffer *material damage*, due to a *fire* or *storm*, for example. The claim amount could be significant. What if you have insurance with us for this damage or loss? Then we will pay for this damage.

Read the General Conditions carefully.

These General Conditions explain when we will pay and how much we will pay, but also when we will not pay. So please read them carefully.

If you have any questions, please contact QOVER SA.

Read the Special Conditions carefully as well.

These state what insurance you have chosen, whether your *household contents* are insured and whether your *building* or your *tenant liability* is insured. Have we made additional arrangements with you? Then these will also be mentioned in the Special Conditions. So please read them carefully.

If you have any questions, please contact QOVER SA.

## Chapter 2. Definitions

The terms below have the following meanings in these General Conditions and in the Special Conditions. We have written these terms and their meanings here to prevent any misunderstandings. These terms are in *italics*.

### Contact

A collision, a shock or short and rough contact by a hard object or by an animal against the *insured building* or against the *insured household contents*.

### Attack

Any form of revolt and civil disorder.

- Revolt: by this we mean violent opposition or a protest by a group of people against the government.
- Civil disorder: by this we mean violent opposition or a protest by a group of people that is not directed at the government.

### Earthquake

A natural earthquake:

- which, within a radius of 10 kilometres around the insured address, also causes *material damage* to other *buildings* or *household contents* that you can insure against an earthquake, or
- which reaches four or more on the Richter scale.

### Landslide or subsidence

Movement of a large amount of base soil. This movement is not caused by *flooding* or an *earthquake*, but is caused wholly or in part by another natural cause.

### ABEX index

The rise or fall in the prices in construction. This index figure changes twice a year: in January and in July. At [www.abex.be](http://www.abex.be), you can see what the index figure is.



### Labour conflict

A conflict between several employees and their employer:

- strike: the cessation of work by a group of employees, civil servants or self-employed people in order to gain something from their employer and;
- lock-out: the closure of a company in order to force the staff to agree to something.

### Parking space

See the term 'Garage or parking space'.

### Outbuilding

A building which is not a *main building* and which is located at the same address as the *main building*. There is no direct access from the *main building* to the outbuilding.

### Fire

Fire with flames. The fire must:

- be outside a normal hearth. In other words, it must be in a place or must spread to a place where it should not be, and;
- be able to escape and move to another object, and;
- be in a place where it can cause *material damage*.

### Collection

A number of objects which together form one whole, such as a number of paintings or a postage stamp collection. The more objects you have in a collection, the more the collection is worth.

### Computer

By this we mean:

- a computer with a monitor, keyboard and mouse which sits on your desk, for example. The computer is not intended to be moved;
- a laptop: this is a computer which is intended to be moved, with a foldable screen which cannot be detached from the keyboard.

**Note!** A tablet, smartphone, smartwatch, game console, portable media player or electronic diary is not a computer.

### CPI index

The rise or fall in consumer prices. This index figure changes every month.

### Third party

Someone who is not an *insured party*.

### Aesthetic damage

Damage that affects the appearance of the objects, without affecting their solidity or proper functioning. The object can still be used normally. Examples of aesthetic damage include:

- discolouration of wallpaper by the sun;
- scratches on a table due to daily use.

### Proportionality rule

The calculation that we perform to determine our compensation if the insured amount is too low. We use the following rule:

- we multiply the claim amount by the insured amount as set out in the Special Conditions;
- we divide the result by the amount that you should have insured.

### Deductible

The portion of the compensation which the *policyholder* himself/herself must pay.

### Garage or parking space

A *building* or part of a *building* which you use for parking your *motor vehicle*.

- Is it a *building* or part of a *building*? Then we call this a garage;
- Is it a space in a *building*? And is this space in an area that you use with other people? Then we call this a parking space.

You use the garage or parking space only in a private capacity, for your office or your independent profession. For this independent profession you must not be a pharmacist.



### Building

- the *main building*;
- the *outbuildings*, such as a *garage*, carport or summerhouse;
- the courtyards which are constructed with, for example, gravel or pavers;
- the entrances and driveways which are constructed with, for example, gravel or pavers;
- the terraces;
- the enclosures. By this we mean the barrier around the site of the insured address, such as fences or hedges;
- all building materials intended for construction, alteration or repair of the building;
- everything which the owner has permanently secured in or on the building, such as shutters on the windows or a kitchen and sauna in the building;
- everything which the owner has permanently secured in or on the ground, such as a letterbox, gazebo or swing;
- a pool, pond or jacuzzi;
- the solar panels and solar collectors.

### Building under construction

A *building* that has not yet been provisionally completed and in which you cannot yet live. The *building* is no longer *under construction* from the time it is provisionally completed and you can live in it. Even though some work still needs to be done to finish the *building*.

Are you carrying out the work yourself? Then a building under construction is a *building* of which you have not yet completed the works and in which you cannot yet live. The *building* is no longer *under construction* when the works have been completed and you can live in it. Even if you still have some work to do to finish the *building*.

### Building in disrepair

The *building* displays clear structural defects. By this we mean defects on the outside or the inside of the *building*, such as the condition of the exterior walls, joint work, chimneys, roofing (including trusses), exterior joinery, cornice, gutters, windows, floors or ceilings.

### User liability

Your liability as a user of the *insured building*. The liability which we insure is described in Article 1302 of the Civil Code (Burgerlijk Wetboek). Also read Chapter 3.

### Main building

The building at the insured address which has the highest value.

### Tenant liability

Your liability as a tenant of the *insured building*. The liability that we insure is described in Articles 1732 to 1735 inclusive and Article 1302 of the Civil Code, articles 29 and 30 of the Flemish Housing Rental Decree of 9 November 2018 and in Article 17 of the Decree of the Walloon Region of 15 March 2018 concerning a rental agreement. Also read Chapter 3.

### Immaterial consequential damage

The financial loss, such as the loss of profit and use and the economic losses resulting from *material damage*.

### Household contents

- All objects in the *building* which are not permanently secured to that *building*, such as furniture, books, *computers* or clothing.
- All objects outside which are not permanently secured to the *building* or in the ground, such as your trampoline or garden chairs.
- *Merchandise*.
- Pets.
- All objects and embellishments which are permanently secured to the *insured building* or in or on the ground at the tenant's expense are part of the tenant's household contents. Examples include a summerhouse, a built-in wardrobe, wallpaper or an awning secured to the façade of the *building*.
- *Motor vehicles* with no more than three wheels, such as a motorbike or scooter.
- Lawnmowers with or without a motor or ride-on mowers.
- Wheelchairs, with or without a motor.
- Money and other *valuables*, up to a maximum of EUR 4,400.00.

What do we not mean by household contents?

- *valuables* belonging to guests;



- *motor vehicles* on four or more wheels, such as a car or motorhome.
- everything placed in or on that *motor vehicle*, such as a car radio, a navigation system or a luggage rack;
- motorboats.

#### Purchase price

The price which you must pay to replace your *merchandise*.

#### Jewellery

A piece of jewellery which fulfils one or more of the following conditions:

- it is entirely or partly made of precious metal, such as gold, silver or platinum;
- it has one or more gemstones, such as a diamond, emerald, ruby or sapphire;
- it has one or more real pearls.

A watch is not a piece of jewellery.

#### Merchandise

All objects which you want to sell for your independent profession. Examples include tape belonging to a physiotherapist or animal feed belonging to a veterinarian.

#### Locker

A safe or cabinet where you store items elsewhere than at home. This safe or cabinet can be locked with a code or a key.

#### Material damage

The damage and destruction of *buildings* and objects. By this we do not mean *aesthetic damage*.

#### Environmental pollution

The spread of toxic or harmful substances. These substances pollute the air, water or soil.

#### Motor vehicle

A motor vehicle built to be driven on the ground. It contains an engine which propels it. This can be any engine, such as a petrol engine or an electric motor. And it is not bound to rails like a train, tram or underground train. Examples include cars, motorbikes or motorhomes. Electric bikes, ride-on mowers and wheelchairs are not called motor vehicles in this policy. The motor vehicle must belong to the *policyholder* or to someone who lives at home with him/her or it must belong to the company run by the *policyholder* or his/her partner.

#### Natural disaster

- a. A *flood*. See the term 'Flooding'.
- b. *Overflow or backflow of water from a public sewer*. See the term 'Overflow or backflow of water from a public sewer'.
- c. An *earthquake*. See the term 'Earthquake'.
- d. A *landslide or subsidence*. See the term 'Landslide or subsidence'.

#### Non-recoverable VAT

The portion of VAT which you cannot get back from the tax authorities. We take into account your VAT status on the day of the *incident*.

#### Value as new

The price which you would pay on the day of the *incident* to build the same *building* again with the same materials Or to amass the *household contents* again with objects made of the same materials.

#### Overflow or backflow of water from a public sewer

Public sewers which cannot drain the water. This is due to substantial rain or hail or the melting of snow or ice or due to a *storm*. As a result, these sewers overflow or cause the water to flow back.

#### Flooding

- water which bursts the banks of streams, rivers, canals, lakes, ponds or seas. This is due to rain, hail, melting snow or melting ice;
- water due to a dam failure or a tidal wave;



- flowing water and mud because of substantial rain or hail which the ground cannot absorb entirely. This is because there is already too much water in the ground.

#### Legal successor

The person who by law must receive your rights, your debts, your money and also your objects when you die.

#### Regularly occupied building

A *building* which was not uninhabited for more than 120 nights in the 12 months prior to the *incident*. A night is considered as lasting from 10 p.m. to 6 a.m.

#### Remediation

Making contaminated soil clean and healthy again.

#### Incident

An event which causes *material damage* to the *insured building* or the *insured household contents* and to which the terms and conditions of this policy may apply.

#### Wear and tear

The depreciation of a *building* or object because the *building* or object:

- ages;
- is used;
- is not properly maintained.

#### Snow and ice pressure

- the pressure of a lot of snow or ice;
- the falling of a lot of snow or ice;
- the displacement of a lot of snow or ice.

#### Software

A computer program you purchase. You install that program on your *computer* or tablet just as you bought it.

#### Fuel oil system

- the fuel oil tank of the *insured building*. It does not matter whether this tank is inside or outside. It may also be the fuel oil tank of a neighbouring *building* or neighbouring site;
- the pipes connected to this tank;
- the fuel oil burner and boiler attached to these pipes.

#### Storm

- wind of 80 kilometres an hour or more. The speed of the wind is measured by the nearest observation station belonging to the Royal Meteorological Institute or a comparable institution;
- wind which, within a radius of 10 kilometres around the insured address, also causes damage to other *buildings*. These other *buildings* have the same resistance to this wind as the *insured building*.

#### Student residence

The room or studio which you or your child who lives with you rent(s) or use(s) during your or his/her studies.

#### Note!

- The student residence must not be an entire house or apartment.
- You may not use or rent the student residence together with a *third party*.
- You must not be the owner of the student residence.

#### Terrorism

The Terrorism Insurance Act (Wet betreffende de verzekering tegen schade veroorzaakt door terrorisme) of 1 April 2007 explains what terrorism is:

- a secretly planned action or threat of action,
- with ideological, political, ethnic or religious ends,
- executed by an individual or a group,
- whereby violence is perpetrated against people,
- or whereby the economic value of a tangible or intangible good is completely or partially destroyed,
- with the aim of intimidating the public, creating a climate of insecurity or putting pressure on the authorities,



- or with the aim of impeding the transactions or normal operations of a service or enterprise.

#### Garden furniture and pool furniture

All tables, chairs and benches intended for use in the garden or around the pool.

**Note!** By this we do not mean the cushions on the chairs and benches.

#### Holiday residence

A hotel room, apartment, holiday cottage, mobile home or tent. You rent or use this residence for no more than 120 days per *insurance year*. You must not be the owner of the holiday residence.

#### Vandalism

- a *third party* commits a senseless act and deliberately causes *material damage*;
- a *third party* applies graffiti or puts up a poster without your consent.

By vandalism we do not mean burglary or attempted burglary.

#### Recourse by third parties

Your liability because the *insured building* or the *insured household contents* caused *material damage* to a *building* or to the objects belonging to a *third party*. Is the cause of this *material damage* insured under your policy? And are you liable for the *material damage* on the basis of Articles 1382 to 1386bis of the Civil Code? If so, we will pay for the *material damage* to the *building* or the objects belonging to the *third party*. Did the *material damage* also lead to *immaterial consequential damage* for a *third party*? Then we also pay for this *immaterial consequential damage*, but first we will pay for the *material damage*.

#### Recourse by tenants or users

Your liability because you lease the *insured building* and because the tenant or user has suffered *material damage* to his/her objects due to a defect to the *insured building*. You are then liable for such damage on the basis of Article 1721 of the Civil Code or of Article 10 of the Walloon Region Decree of 15 March 2018 concerning a rental agreement or, if that is not possible because the rental agreement is null and void or dissolved, on the basis of Articles 1382, 1383, 1384, 1386 and 1386bis of the Civil Code.

#### Sale value

The value which you would receive for the object if you sold it in Belgium on the day of the *incident*.

#### Replacement value

The price which you will pay in Belgium on the day of the *incident* to buy another object. This object must be the same as the damaged object and in the same condition.

#### Replacement residence

The *building* which you rent or use in Belgium because your home at the insured address has suffered so much *material damage* that you can no longer live in it.

#### Insured building

The *building* at the insured address, as stated in the Special Conditions.

#### Insured household contents

The *household contents* at the insured address, as stated in the Special Conditions. By this we mean: the *household contents* which belong to you, the entrusted *household contents* belonging to *third parties* and the *household contents* belonging to guests.

#### Insured parties

All persons listed in Chapter 4.

#### Insurance on a first loss basis

Insurance in which we do not apply the *proportionality rule*. This means as follows. Have you suffered damage or loss and is the insured amount too low? Then the following will apply:

- Is the claim amount lower than the insured amount? Then we will pay the entire claim amount. We may reduce that claim amount by a *deductible* and *wear and tear*, etc.
- Is the claim amount higher than the insured amount? Then we will pay no more than the insured amount. We may reduce that amount by a *deductible* and *wear and tear*, etc.

Is the insured amount insured on a first loss basis? Then this will be stated in the Special Conditions.



### Policyholder

The person, company, association or other legal entity who or which takes out this policy.

### Insurance year

The period between two main renewal dates. Your Special Conditions will set out the main renewal date for your policy.

### Valuables

- coins;
- paper money;
- other papers that are worth money, such as cheques, stamps, bonds and shares;
- the balance on money cards, such as a bank card or electronic meal vouchers;
- bars of precious metal, such as gold or silver;
- loose gemstones or loose pearls.

### Water system

- the pipes which transport water to or from the *insured building*. It does not matter whether these pipes are inside or outside. They may also be pipes belonging to a neighbouring *building*;
- the equipment connected to these pipes, such as a bath, washing machine, radiator or a solar collector. This equipment may be inside or outside the *insured building* or may belong to a neighbouring *building*;
- the gutters of the *insured building* or of a neighbouring *building*;
- a pool, jacuzzi or pond;
- sprinklers in the *insured building* or in a neighbouring *building*. Sprinklers are automatic fire extinguishing systems. It does not matter whether the sprinklers spray water, powder or foam.

### Actual value

The *value as new less wear and tear* and technological depreciation. By technological depreciation we mean that an object is worth less because there are new techniques or technologies.

### Insurance Act (Wet betreffende de verzekeringen) of 4 April 2014

This law was published in the Belgian Official Gazette of 30 April 2014.

You will find the text of the law at [http://www.ejustice.just.fgov.be/cgi\\_wet/wet.pl](http://www.ejustice.just.fgov.be/cgi_wet/wet.pl). Or you can ask QOVER SA for it.

### Pool furniture

See the term 'Garden furniture and pool furniture'

## Chapter 3. Type of insurance

Your Home Protect policy contains various types of insurance. Each one has provisions that only apply to that insurance. These provisions can be found in the Administrative Provisions of the General Conditions.

Below you will find a summary of the various types of insurance in this policy. Details of exactly what we insure can be found in the various insurance covers in Chapters 8 and 9.

### Material insurance

Most of the insurance covers in this policy concern insurance for a *building* and *household contents*. The law refers to these as material insurance. We will make a payout in the event of damage to the *insured building* or *insured household contents*.

### Liability insurance

What if you are liable for damage or loss suffered by a *third party* and must pay for the damage or loss? Then we will pay out on your liability insurance for you. If you have no liability insurance, you must pay for the damage or loss yourself.

You are liable under civil law if the person who has suffered damage or loss can demonstrate the following:

- your fault. **Note!** It may be your fault because you did something or because you did nothing. In a number of cases you are also liable for mistakes made by others and for damage or loss caused by objects;
- his/her damage or loss;
- that your fault is the cause of his/her damage or loss.



### What liability do we insure?

With this policy we will only insure your third-party liability to pay for damage or loss caused and not your criminal liability following a criminal offence.

Within third-party liability we will only insure:

- **Third-Party Liability Building;**  
In Chapter 8. Basic insurance, F. Third-Party Liability Building states what liability we insure and what damage or loss we will pay for and what not.
- *recourse by third parties;*  
In Chapter 12. Supplementary insurance and additional costs, you can read what we mean by *recourse by third parties* and how much we will pay. You can also read there what we mean by *recourse by tenants or users*.
- *tenant liability and user liability.*  
What if you are a tenant or user of the *insured building*? And you cause damage or loss to the *insured building*? Then you will be presumed to be liable for this damage or loss. And is the *material damage* insured by the insurance taken out by you as a tenant or user? If so, we will insure your *tenant liability and user liability*.

### Personal insurance

Have you suffered damage or loss for which you are insured? And has the *policyholder* or someone who lives at home with him/her been injured? Or what if one of these people dies? Then we will pay the medical expenses and funeral expenses. Because we insure people here, the Home Protect Insurance is also personal insurance.

## Chapter 4. Who is insured?

The people, associations, companies or other legal entities who or which are insured are listed below. These are called the *insured parties*. In this policy we refer to these people as 'you'.

- The *policyholder*.
- The people who live at home with the *policyholder*.
- Their employees when they are working for them.
- Everyone who is responsible for the association, company or other legal entity: the agents and partners – but they are only insured when they are performing their roles.
- The co-owners.
- Anyone else who is referred to as an *insured party* in the Special Conditions.

### What if a building has more than one owner?

If the *insured building* has more than one owner, every owner is a joint owner. There are two possibilities:

#### 1. The policyholder is a community of owners

The joint owners collectively are the community of owners. The joint owners are both *insured parties* and *third parties*. The community of owners is often referred to as the association of joint owners.

The community of owners is the owner of the common parts of the *insured building*, such as the roof, external walls and staircase. Every joint owner only owns his/her part, such as his/her apartment, basement, *garage or parking space*.

- If the community of owners is the *policyholder*, it is an *insured party*. But every joint owner individually is also an *insured party*.
- In addition, every joint owner is a *third party* in relation to every other joint owner and vis-à-vis the community of owners. This is important if damage or loss occurs. More information on this can be found in Chapter 16, 'd. Who receives the payment?'

#### 2. The policyholder is not a community of owners

The *insured building* belongs to the *policyholder* and to one other person.

The *policyholder* takes out the policy both for his/her own share and for the share belonging to the other person. They may be two spouses, two friends or a brother and sister, for example, or the heirs of the *policyholder* who, due to the death of this *policyholder*, are now collectively the owner of the *insured building*. This other person may be either an *insured party* or a *third party*.



### What if the household contents have more than one owner?

The *insured household contents* belong to the *policyholder* and to one other person.

The *policyholder* takes out the policy both for his/her own share and for the share belonging to the other person. They may be two spouses, two friends or a brother and sister, for example, or the heirs of the *policyholder* who, due to the death of this person, are now collectively the owner of the *insured household contents*. This other person may be either an *insured party* or a *third party*.

## Chapter 5. Which building and household contents are insured?

### A. Building

The address of the *building* which is insured is stated in the Special Conditions. The *insured building* may be a home, an office or a *building* for an independent profession, such as for a doctor. We also insure the *garage* or the *parking space* that you use privately, for your office or for your independent profession. This policy is not intended for pharmacies. We have a different Fire policy for pharmacies.

### B. Household contents

The Special Conditions state whether the *household contents* are insured. The *household contents* are insured at the address stated in the Special Conditions. These are the *household contents* of a home, an office or a *building* for an independent profession, such as for a doctor. It can also be the *household contents* of a *garage* or a *parking space* that you use privately, for your office or for your independent profession. These *household contents* must not belong to a pharmacy. We offer different insurance for the *contents* of a pharmacy.

## Chapter 6. What damage or loss do we never pay for?

Chapter 7 explains what damage or loss we pay for. The situations in which we will never pay for your damage or loss are described below.

### 1. Damage or loss which you have caused intentionally

Have you done anything that caused damage or loss? Or have you failed to do something that resulted in damage or loss? And did you know that you were causing damage or loss? Then we are speaking of intent.

### 2. Damage or loss caused by the police, army or war

By this we mean the following:

- damage or loss because the police or army has claimed or seized the *insured building* or the *insured household contents*;
- damage or loss due to war or similar circumstances and civil war.

**Note!** What if the Special Conditions state that you are insured for Fire and Other insurance? Then we will, however, insure damage or loss due to *labour conflicts*, *attacks* and *terrorism*.

### 3. Damage or loss caused by moulds, spores, fungi, insects and parasites

**Note!** What if the Special Conditions state that you are insured for Water Damage and Fuel Oil Damage? Then we will, however, insure damage or loss due to dry rot in some situations. So please read the terms and conditions of this insurance carefully.

### 4. Damage or loss caused by a nuclear reaction, radioactivity or ionising radiation

- A nuclear reaction is any reaction which releases nuclear energy.
- Radioactivity is, for example, radiation caused by an atomic bomb or nuclear power station.
- Ionising radiation is, for example, radiation from an x-ray machine.

### 5. Damage or loss caused by environmental pollution

**Note!** What if the Special Conditions state that you are insured for Water Damage and Fuel Oil Damage or Third-Party Liability Building? Then we will, however, pay for damage or loss due to *environmental pollution* in some situations. So please read the terms and conditions of this insurance carefully.



#### 6. Damage or loss due to asbestos

Has damage or loss been caused by asbestos? Is this due to direct contact with asbestos? Or through some other means? Or are the special properties of asbestos responsible for damage or loss? Or is asbestos present in some other material or object? And this has caused damage or loss? If so, we will never pay for this.

#### 7. Aesthetic damage

#### 8. Damage or loss that could have occurred because you did not comply with the measures imposed

What if you have damage or loss? And have you not taken the measures we are asking you to take to prevent damage or loss? For example, with the basic insurance for Water damage and damage due to fuel oil, we request that the pipes have been drained during the frost period. Have you not done that? Then we will not pay for this damage or loss.

#### 9. Damage that could have occurred because you did not repair the cause after a previous incident

Have you ever had an *incident*? And was the cause of the damage or loss established? Then you must repair the cause. Have you not done that? And do you have damage or loss again from the same cause? Then we will not pay for this damage or loss.

## Chapter 7. What damage or loss will we pay for?

The damage or loss which we will pay for depends on what insurance you have. The insurance you have chosen and what exactly you have insured are stated in the Special Conditions. So please read the Special Conditions carefully.

### 1. Basic insurance

We refer to the insurance covers below as basic insurance. Chapter 8 explains exactly what we insure.

- A. Fire and Other Insurance
- B. Water Damage and Fuel Oil Damage
- C. Storm, Hail, Snow and Ice Pressure
- D. Natural Disasters
- E. Glass Breakage
- F. Third-Party Liability Building
- G. All Risks Computer
- H. Home Exchange or House Sitting
- I. Renting Out Rooms in Your Home

### 2. Optional insurance

You can choose supplementary insurance cover. We call this optional insurance. You can find out which optional insurance policies there are below. Chapter 9 explains exactly what we insure.

- A. Theft and Vandalism
- B. Surround Package

### 3. Supplementary insurance and additional costs

If you have extra costs on top of the *material damage* to the *insured building* or the *insured household contents*, and we will pay for the *material damage* to the *insured building* or *insured household contents*, then we will pay some of these extra costs. These costs are set out in Chapter 12.

### 4. Baloise Assistance

Have you suffered damage or loss insured under this policy? If so, you can obtain help from Baloise Assistance. You can also receive help with an accident at the insured address. The help which you can receive is set out in Chapter 17.

## Chapter 8. Basic insurance

Check the Special Conditions to see which basic insurance covers you have. Details of the damage or loss which we will pay for can be found below for each form of basic insurance.



## A. Fire and Other Insurance

What if the Special Conditions state that you have insured your *building* or *household contents* for Fire and Other insurance? And you have suffered *material damage* to the *insured building* or *insured household contents*? Then we will pay for *material damage* as described below.

### 1. Damage or loss due to fire or scorching

- By *fire* we mean fire with flames. The fire must:
  - be outside a normal hearth. In other words, it must be in a place or must spread to a place where it should not be, and;
  - be able to escape and move to another object, and;
  - be in a place where it can cause *material damage*.
- By *scorching*, we mean *material damage* due to heat from a *burning*, glowing or hot object. We do not mean damage caused by light or the heat of the sun.

### 2. Damage or loss due to smoke and soot

By this we mean *material damage* due to smoke and soot which has been caused by a sudden, unexpected event.

### 3. Damage or loss due to explosion or implosion

An implosion is the opposite of an explosion.

### 4. Damage or loss due to lightning

We will also pay for *material damage* to the *insured building* or to the *insured household contents* caused by objects flying around or falling over due to a lightning strike.

### 5. Damage or loss due to electricity

By this we mean *material damage* to electrical and electronic equipment or electrical and electronic installations. The cause of the damage or loss may be inside or outside the electrical equipment or electronic installation. For example, a lightning strike or a short circuit.

We will also pay:

- the costs for determining the cause;
- for your pet if it is electrocuted.

### 6. Damage or loss due to a change in temperature

An appliance which heats or cools stops or develops a fault. As a result, the temperature in the appliance changes. We also understand 'equipment' to include a cold store.

- It has stopped or developed a fault due to damage for which you are insured by this policy.
- The stopping or fault is down to the fact that unexpectedly you had no gas or electricity for three hours or more. Your energy supplier is responsible for this.
- The stopping or fault is because a *third party* caused damage or loss that prevented the energy supplier from supplying energy. For example, someone drives into the electrical cabinet in your street. As a result, there is no more electricity in the street.

What if you have suffered *material damage* to *insured household contents* in this appliance as a result? Example: the food in your freezer has defrosted. Then we will pay for this *material damage*.

### 7. Damage or loss due to contact

**except** for:

- damage or loss caused by you, your guest or the person who rents or uses the *insured building* or the *insured household contents*;
- damage or loss caused by an object (including animals):
  - which belongs to you, your guest or the person who rents or uses the *insured building* or the *insured household contents*;
  - of which you, your guest or the person who rents or uses the *insured building* or the *insured household contents* are/is the holder;
- harm suffered by an animal due to *contact* with another animal.
- damage or loss to a vehicle due to *contact* with another vehicle;
- damage or loss caused by break-in or vandalism;



- damage or loss caused by a natural phenomenon. For example, due to a *natural disaster*, wind, rain, snow or frost;
- damage from frozen liquids. For example, through hail, ice or *ice pressure*;
- damage or loss to the object (including animals) caused by the *contact*;
- damage or loss to the *insured building* or the *insured household contents* through physical contact.

**Note!** We will pay for the damage or loss:

- caused by you, your guest or by the person who rents or uses the *insured building* or the *insured household contents* by:
  - *contact* with a vehicle, an aircraft, a mast or a hoisting device and their cargo.  
Has this caused objects to contact the *insured building* or *insured household contents*? And has this resulted in these objects causing *material damage* to the *insured building* or *insured household contents*? Then we will pay for this *material damage*. For example, a vehicle drives into a lamppost that falls against the *insured building*. This results in you having damage.
  - *contact* during minor repairs or minor maintenance.
- due to a tree or a branch that falls on the *insured building*. If this happens when felling or pruning a tree, we will also pay.
- by a part of the *insured building* that is not:
  - *under construction* or,
  - is in *disrepair* or,
  - is being renovated
 and that falls on the *insured building*. For example, part of the chimney falls on the roof of the *insured building*.

## 8. Costs for locating a gas leak

By this we mean:

- the costs incurred to locate a leak in a gas pipe at the insured address.
- the costs for repairing the part of the pipe which caused the gas leak;
- the costs required to open up walls, floors, terraces or driveways in order to detect and repair the leak in the pipe and to seal the walls, floors, terraces or driveways again with similar materials.

Is there no damage or loss to the *insured building* or *insured household contents*? Then we will also pay these costs.

## 9. Material damage due to burglary or attempted burglary of the insured building

**except** for damage occurring in the following situations:

- When the damage or loss occurred there was nobody living in the *insured building* because it was *under construction* or being renovated. This situation led to the burglary or attempted burglary.
- When the damage or loss occurred the *insured building* was not *regularly occupied* and not being maintained. This situation led to the burglary or attempted burglary.
- You have suffered damage or loss to building materials located at the insured address which are intended for construction, renovation or repair of the *insured building*.

It does not matter whether you are the owner or the tenant of the *insured building*.

- What if you are renting the *insured building*? Then we will pay for *material damage* to all fixtures and embellishments permanently secured in or to the *insured building* at your expense. Examples include a summerhouse or built-in wardrobe.
- What if you have only insured the *household contents*? And you have suffered *material damage* to the *insured building*? Then we will still pay for your damage. But we will never pay more than the insured amount for *household contents*.

## 10. Damage or loss to the building due to the theft of part of the insured building

**except** in the following situations:

- When the damage or loss occurred there was nobody living in the *insured building* because it was *under construction* or being renovated. This situation led to part of the *insured building* being stolen. For example, a copper gutter.
- You suffer damage or loss because building materials have been stolen from the insured address. The building materials are intended for construction, alteration or repair of the *insured building*.
- The *insured building* is not *regularly occupied* and is not being maintained. And this is the cause of the theft.
- The person who rents or uses the *insured building* has stolen part of the *insured building*.

It does not matter whether you are the owner or the tenant of the *insured building*.



What if you are renting the *insured building*? Then we will pay for damage or loss if permanent fixtures or embellishments are stolen which have been permanently secured in or to the *insured building* at your expense. Examples include a fitted kitchen, built-in wardrobes and outdoor lighting.

## 11. Damage or loss due to vandalism of the insured building

**except** in the following situations:

- When the damage or loss occurred there was nobody living in the *insured building* because it was *under construction* or being renovated. This situation led to the *vandalism*.
- When the damage or loss occurred the *insured building* was not *regularly occupied* and not being maintained. This situation led to the *vandalism*.
- You have suffered damage or loss to building materials located at the insured address which are intended for construction, renovation or repair of the *insured building*.
- The person who rents or uses the *insured building* has damaged the *insured building*.

It does not matter whether you are the owner or the tenant of the *insured building*.

- What if you are renting the *insured building*? Then we will also pay if permanent fixtures or embellishments are damaged which have been permanently secured in or to the *insured building* at your expense. Examples include a summerhouse or built-in wardrobe.
- What if you have only insured the *household contents*? And you have suffered *material damage* to the *insured building*? Then we will still pay for your damage. But we will never pay more than the *insured* amount for *household contents*.

## 12. Damage to or loss of the insured building due to emergency services

We pay for the damage or loss to the *insured building* caused by emergency services. Do emergency services urgently need to be in your *building* to rescue a person or persons? And have you suffered *material damage* to the *insured building* as a result? Then we will also pay for this damage or loss, even if it is not insured in the policy.

## 13. Damage or loss due to a labour conflict or attack

By this we mean damage or loss to the *insured building* or *insured household contents* due to a *labour conflict* or *attack* as stated in the Royal Decree on Fire (Koninklijk Besluit Brand) of 24 December 1992. We will pay no more than EUR 1,503,000.00 per *incident*.

### What terms and conditions apply?

We will only pay for damage or loss if you adhere to the following terms and conditions:

- You must contact the authorities as soon as possible.
- You must demonstrate that you have done all you can to obtain compensation from the authorities.

### What must you do if we have already paid you?

What if we have paid you for the damage or loss? And you receive compensation from the authorities anyway? Then you must refund us. You must refund to us an amount which is equal to the amount which you have received from the authorities. And that amount cannot exceed the amount which we have paid to you for the damage or loss.

### We can discontinue this insurance

We may discontinue this insurance for damage or loss due to a labour conflict or attack if the Minister of Economic Affairs (Minister van Economische Zaken) gives us permission to do so. The insurance will then end seven days later.

## 14. Damage or loss due to terrorism

**except**

- for damage or loss not falling within the limits of this insurance;
- for damage to risks that are not Belgian. For example, the insured address of the *building* and/or the *household contents* is not located in Belgium.
- for damage or loss caused by nuclear weapons. By this we mean weapons or equipment designed to explode by changing the structure of the atomic nucleus.



### Special rules for damage or loss due to terrorism

Special rules apply to damage or loss due to *terrorism*. These are set out in the Terrorism Insurance Act of 1 April 2007. This Terrorism Insurance Act regulates how insurers deal with damage or loss due to *terrorism*. This law was published in the Belgian Official Gazette of 15 May 2007. You will find the text of this law at [http://www.ejustice.just.fgov.be/cgi\\_wet/wet.pl](http://www.ejustice.just.fgov.be/cgi_wet/wet.pl) or at [www.tripvzw.be](http://www.tripvzw.be). Or you can ask QOVER SA for it. This law takes precedence over this policy. So, if there are any discrepancies, we will apply the Terrorism Insurance Act. For example, we will apply this law if there are any discrepancies relating to how much we will pay in the event of damage or loss or how long it will be before we pay. The association TRIP vzw was formed on the basis of this law. We are a member of this association. The members of the association collectively pay a maximum amount per year for all damage or loss caused by *terrorism*. In 2019, this was over EUR 1.2 billion. This amount changes annually to reflect changes to wages and prices in Belgium.

### How do we handle terrorism-related damage or loss?

The Act of 1 April 2007 takes precedence over this policy.

In 2007, a special Committee was established for damage or loss due to *terrorism*. This Committee determines whether an event is '*terrorism*'. The Committee is composed of various representatives of the government and two representatives of TRIP vzw.

What if they decide that an event is '*terrorism*'? Then we will follow the Committee's instructions, even if there are discrepancies with the terms and conditions of your policy. They also determine who will receive what percentage of the compensation. What if the Committee finds that the event is not '*terrorism*'? Then the terms and conditions of the other insurance in your Home Protect policy will continue to apply.

## B. Water Damage and Fuel Oil Damage

What if the Special Conditions state that you have insured your *building* or *household contents* for Water Damage and Fuel Oil Damage? And do you have *material damage* due to a sudden and unexpected event to the *insured building* or the *insured household contents*? And what if the *incident* occurs during the term of this insurance? Then we will pay for *material damage* as described below.

### 1. Damage or loss due to water

except for:

- damage or loss:
  - due to water that does not come from the *water system*;
  - caused by the *water system* freezing due to frost.
 

**Note!** To prevent a pipe from breaking from freezing due to frost, you must take some precautions during the frost period. These precautions are explained in point 3. Are you not taking these measures? And have you suffered any damage or loss as a result? Then we will not pay for this.
  - due to frost on the outside of the *insured building*. Example: the freezing of facing bricks or façade cladding;
  - caused by your poor maintenance of the pipes.
 

**Note!** What if a pipe has corroded? And you cannot see this corrosion? Then we will, however, pay for water damage due to this corrosion;
  - due to groundwater or other moisture that rises;
  - due to porosity of tiles or floors or by the porosity of walls or joints. By porosity we mean that the tiles, floors, walls or joints are not watertight;
  - due to condensation;
  - due to condensation water;
  - due to water infiltration via openings in the *insured building*, such as the fireplace.
 

**Note!** We will, however, pay for *material damage* due to water which infiltrates at the point where the chimney joins the roof;
  - to the *water system* which caused the damage. Example: damage to the gutter or pool.
 

**Note!** Does this involve a leak in a pipe or in a radiator? If so, we will, however, pay:
 
    - > the costs for repairing the part of the pipe which caused the leak;
    - > the costs for repairing the radiator which caused the leak.

**Note!** To prevent a pipe from breaking from freezing due to frost, you must take some precautions during the frost period. These precautions are explained in point 3. Are you not taking these measures? And have you suffered any damage or loss as a result? Then we will not pay for this.
  - to the appliance connected to the pipe. And this appliance is the cause of the damage. Example: damage to the washing machine due to a leak in this washing machine;
  - to the outside of the roof or the roof terrace, and to the cladding which must ensure that the roof or roof terrace is watertight;



- to the chimney which caused the damage;
- to the waterbed which has a leak;
- to the aquarium which is fractured or cracked.
- the repair of the elastic edges around the sanitary installations or of the elastic seams in a shower;
- the repair of a solar collector pipe and underfloor heating.

We will also pay for:

- *material damage* due to water which infiltrates via the roof or roof terrace of the *insured building* or of a neighbouring *building*. By roof terrace we mean the flat roof of the *insured building* which you use as a terrace;
- *material damage* due to water which infiltrates via the horizontal elastic edges around sanitary installations. By this we mean, for example, a bath, shower or washbasin. The water escapes because these edges are not tightly sealed;
- *material damage* due to water which infiltrates via the vertical elastic seams in the corners of a shower. The water escapes because these seams are not tightly sealed;
- *material damage* due to water which escapes via the rosette of a tap;
- *material damage* due to water escaping from a waterbed;
- *material damage* due to an aquarium overflowing, or because of a crack or fracture in the aquarium.
- *material damage* to the contents of an aquarium. such as the fish, plants or air pump. We will only pay if the aquarium empties due to a crack or fracture in the aquarium;
- *material damage* due to steam escaping from a heating system of the *insured building*;
- *material damage* due to dry rot. We will only pay if the following terms and conditions have been met:
  - the dry rot has been caused by an *incident* for which you are insured by this basic insurance for Water Damage and Fuel Oil Damage, and;
  - the *incident* occurs during the term of this basic insurance for Water Damage and Fuel Oil Damage;
- *material damage* due to liquid escaping from the underfloor heating;
- *material damage* due to liquid escaping from solar collectors;
- *material damage* due to the escape of liquid, foam or powder from a fire extinguisher;
- the following costs:
  - the costs incurred to locate a leak in a pipe.
  - the costs for repairing the part of the pipe which caused the leak.
  - the costs required to open up walls, floors, terraces or driveways in order to detect and repair the leak in the pipe and to seal the walls, floors, terraces or driveways again with similar materials.
  - the costs for additional water consumption due to a leak in a pipe. We will pay no more than EUR 1,650.00 for that extra consumption.

**Note!** The pipe or part of the pipe must be part of the *water system* at the insured address. And it must be a pipe designed to supply and remove water. We will not pay for the costs of searching for another leak. For example, the cost of detecting a leak in a swimming pool or in a roof.

Is there no damage to the *insured building* or *insured household contents*? Then we will also pay these costs.

We will only pay these costs if you have insured the *building* with us.

If the damage or loss is excluded in the previous 'except for' section, then we will not pay these costs.

## 2. Damage or loss caused by fuel oil

**except** for:

- damage or loss due to fuel oil that does not come from a *fuel oil system*;
- damage or loss due to a *fuel oil system* for which you are liable and which does not meet the legal requirements. You must take all necessary measures to comply with the legal requirements. What will happen if you don't? And has this resulted in damage or loss? Then we will not pay for this;
- damage or loss due to fuel oil which is not used to heat a *building*;
- damage or loss due to frost;
- damage or loss caused by your poor maintenance of your *fuel oil system*.

**Note!** What if a pipe has corroded? And you cannot see this corrosion? Then we will pay for damage due to this corrosion;

- damage or loss whose cause did not arise during the term of this basic insurance for Water Damage and Fuel Oil Damage;
- damage or loss to the *fuel oil system* which caused the damage. Example: damage to the tank.

**Note!** Was the damage or loss caused by a leak in a pipe? And is this damage or loss insured? Then we will pay the costs for repairing the part of the pipe which caused the leak;

- damage or loss caused by a *natural disaster*.



We will also pay for:

- the following costs:
  - the costs incurred to locate a leak in a pipe.
  - the costs for repairing the part of the pipe which caused the leak.
  - the costs required to open up walls, floors, terraces or driveways in order to detect and repair the leak and to seal the walls, floors, terraces or driveways again with similar materials.
  - the costs for leaked fuel oil.

**Note!** The pipe or part of the pipe must be part of the *fuel oil system* at the insured address.

Is there no damage or loss to the *insured building* or *insured household contents*? Then we will also pay these costs.

We will only pay these costs if you have insured the *building* with us.

If the damage or loss is excluded in the previous 'except for' section, then we will not pay these costs.

- what if your land at the *insured* address has been polluted by fuel oil? Then we will pay the costs for *remediation* of the soil. We will also pay if you have not suffered *material damage* to the *insured building* or *insured household contents*.

**Note!**

- We will only pay these costs if the event is not excluded in the previous 'except for' section.
- What if the authorities or another institution will also pay for the *remediation*? Then we will only pay the part that they do not pay.
- We will never pay more than EUR 18,600.00.

### 3. Precautions

To prevent a pipe from breaking from freezing due to frost, during the frost period you must:

- heat the *insured building* adequately or;
- insulate the pipes or;
- empty the pipes.

Are you taking these measures? And do you have a leak in a pipe? Then we will pay for this. Are you not taking these measures? And do you have a leak in a pipe because of this? Then we will not pay for this.

### C. Storm, Hail, Snow and Ice Pressure

What if the Special Conditions state that you have the basic Storm, Hail, Snow and Ice Pressure insurance? And have you suffered *material damage* to the *insured building* or *insured household contents* due to a *storm, hail, snow and ice pressure*? Or have you suffered *material damage* caused by objects flying around or falling over due to a *storm, hail, snow and ice pressure*? Then we will pay for this *material damage*.

**except** for:

- damage or loss to the *insured building* or to any part of the *insured building* that is in *disrepair*. We also will not pay for damage or loss to the *insured household contents* in that *insured building*;
- damage or loss due to a *storm, snow and ice pressure* affecting the *main building* that is not sealed. This is because the *main building* is a *building under construction* or is being renovated.
- damage or loss caused by *storm, snow and ice pressure* to the *household contents* of the *main building* or *outbuilding* that is not closed. This is because the *building* is a *building under construction* or is being renovated;
- harm to animals which are outside;
- damage or loss to greenhouses which you use for your profession;
- damage or loss due to precipitation affecting the *insured household contents* in the *insured building* if the *insured building* has not been damaged first by a *storm, hail or snow and ice pressure*;
- damage or loss due to *storm, hail or snow and ice pressure* to objects which are outside and which are not permanently secured to the *insured building* or the land.

**Note!** We will, however, pay for solar panels located in the garden or on a flat roof. For the *insured household contents* below we will pay no more than EUR 4,400.00 for all these objects collectively:

- *garden furniture*
- *pool furniture*
- garden lighting
- barbecue
- outdoor kitchen
- tarpaulin for a pool or jacuzzi



## D. Natural Disasters

Special rules apply to damage or loss due to *natural disasters*. These are set out in Articles 123 to 132 of the *Insurance Act (Wet betreffende de verzekeringen) of 4 April 2014*. This law regulates how insurers deal with damage or loss due to *natural disasters*.

This law was published in the Belgian Official Gazette of 30 April 2014. You will find the text of this law at [http://www.ejustice.just.fgov.be/cgi\\_wet/wet.pl](http://www.ejustice.just.fgov.be/cgi_wet/wet.pl). Or you can ask QOVER SA for it. This law takes precedence over this insurance. So, if there are any discrepancies, we will apply this law.

### What do we mean by a natural disaster?

#### a. A flood

**Note!** What if a river, canal, lake, pond or sea overflows again within 168 hours of returning to its normal level? Then we will also insure the damage or loss as described below:

- the *material damage* which is caused by this and;
- other *material damage* which is insured by this policy and is the consequence thereof.

The *flood* as well as the damage or loss above are collectively one event.

#### b. Overflow or backflow of water from a public sewer.

#### c. An earthquake

We will also pay for:

- *material damage* due to the aftershocks.
- *material damage* due to *floods* caused by this *earthquake*;
- *material damage* due to the *overflow or backflow of water from a public sewer* caused by this *earthquake*;
- *material damage* due to *landslides or subsidence* caused by this *earthquake*.

#### d. A landslide or subsidence

### Measures taken by the authorities

What if the authorities take measures to secure *buildings*, objects or people? What if, for example, they open locks or destroy dams and dikes to prevent a *flood* or a worse *flood*? Then we will also pay for the *material damage* which is caused by this.

### How much will we pay for natural disasters?

We will pay for damage or loss which is the consequence of a *natural disaster*. We will pay what we must pay under Article 130 of the *Insurance Act (Wet betreffende de verzekeringen) of 4 April 2014*. For all *incidents* due to *natural disasters* collectively we will never pay more than the amount required of us by this law. What if the amount which we will pay for all *incidents* due to *natural disasters* is higher than the amount required of us by this law? Then we will reduce the amount which we will pay you for damage or loss. We will do this as follows:

- we will multiply the claim amount by the amount which the law requires of us for all *incidents* due to *natural disasters* collectively;
- we will then divide the result by the amount paid out by us for all *incidents* due to *natural disasters*.

#### Example

The claim amount would be EUR 10,000.

For all incidents due to natural disasters we would have to pay EUR 28,000,000.

The maximum amount required of us by the law is EUR 21,000,000.

That is 25 % lower than what we would have to pay.

Our compensation is reduced and amounts to:

$$\frac{\text{EUR } 10,000 \times \text{EUR } 21,000,000}{\text{EUR } 28,000,000} = \text{EUR } 7,500.00$$

What if the Special Conditions state that you have insured the *building or household contents* for Baloise Natural Disaster insurance? And you have suffered *material damage* to the *insured building or insured household contents*? If so, we will pay for the *material damage* to the *insured building or insured household contents* due to a *natural disaster*.

**except** for:

- damage to harvests which are still on the land;



- harm to livestock which are outside;
- soil damage;
- damage to crops on the land;
- forest damage;
- damage or loss to swimming pools, jacuzzis, swimming ponds, tennis courts and golf courses;
- damage or loss to objects (including animals) which are outside and which are not permanently secured to the *insured building* or the land.

**Note!** We will, however, pay for solar panels located in the garden or on a flat roof. For the *insured household contents* below we will pay no more than EUR 4,400.00 for all these objects collectively:

- garden furniture
- pool furniture
- garden lighting
- barbecue
- outdoor kitchen
- tarpaulin for a pool or jacuzzi
- damage or loss to vehicles with an engine, such as cars, motorbikes and boats. **Note!** We do insure damage or loss to bicycles that are in the *main building* or in an *outbuilding*;
- damage or loss to an aircraft;
- damage or loss to objects which are being transported.
- damage or loss to *insured buildings* and objects for which special laws or international conventions regulate repair;
- damage or loss due to ionising (radioactive) radiation;
- damage or loss due to burglary, attempted burglary, theft, attempted theft and damage or loss due to *vandalism*. The *natural disaster* has made the burglary, attempted burglary, theft, attempted theft or *vandalism* easier.

#### If the insured building is in a risk zone

The Belgian Official Gazette refers to 'risk zones' (risicozones). These are areas with a high probability of *flooding*. What if the insured address lies in such a risk zone? Then the following will apply:

- Was the *insured building* built 18 months or more after the risk zone was included in the Belgian Official Gazette? If so, we will not pay for damage or loss due to a *flood* affecting the *insured building* and the *insured household contents*.
- Did you build part of the *insured building* 18 months or more after this risk zone was included in the Belgian Official Gazette? If so, then we will not pay for damage or loss due to a *flood* affecting this extension and the *insured household contents* inside it.
- Was the *insured building* built no later than 18 months after the risk zone was included in the Belgian Official Gazette? And do you need to rebuild this *insured building* following an *incident*? And did this *incident* occur after the area became a risk zone? Then we will pay for the *material damage* to the *insured building*.

**Note!** We will not pay for damage or loss to the part of the *insured building* built 18 months or more after the risk zone was included in the Belgian Official Gazette or to the *insured household contents* inside that part.

#### E. Glass Breakage

What if the Special Conditions state that you have insurance for Glass Breakage? Then we will pay for damage or loss to the insured glass which breaks or cracks.

By insured glass we mean:

- windows and glass plates;
- ceramic hobs and glass hobs;
- panels or domes which are made of plastic;
- sanitary appliances, such as a toilet, washbasin or bath;
- illuminated advertising;
- signboards;
- solar panels;
- mirrors;
- screens and monitors;
- aquariums;
- glass that forms part of furniture, for example, a display case, a glass coffee table, etc.

Then we will pay for damage or loss to the insured glass which breaks or cracks

**except** for:

- damage or loss to objects that are not insured glass



- damage to screens of tablets and small devices which you can hold in your hand, such as smartphones, MP3 players, cameras or GPS systems;
- damage or loss to objects which break:
  - > before they are positioned;
  - > when they are being put down;
  - > when they are being moved;
- scratches;
- chips;
- damage or loss to greenhouses which you use for your profession.

What if the Special Conditions state that you have insured the *building*? And is the insured glass part of the *building*? What if the Special Conditions state that you have insured the *household contents*? And is the insured glass part of the *household contents*? Then we will pay for damage or loss to the insured glass which breaks or cracks.

For the damage or loss to the *insured building* it does not matter whether you are an owner or tenant of the *insured building*.

#### What will we also pay for?

- What if you have insured the *household contents* with us? And have you suffered damage or loss to insured glass? Then we will also pay for damage or loss to the *insured household contents* caused by shards of glass from that insured glass.
- What if you have insured your *building* with us? And have you suffered damage or loss to insured glass? Then we will also pay for damage or loss to the *insured building* caused by shards of glass from that insured glass.
- Damage or loss to frames, sills and supports which belong with the glass.
- The following costs if you have damage or loss to insured glass:
  - costs to repair or replace decorations, inscriptions, paintings and engravings.
  - costs to replace films. By films we mean the film on windows, such as that which blocks out bright sunlight.
  - costs to replace detectors attached to your glass.
  - costs to remove and replace broken or cracked glass.
- An insulating window which becomes opaque due to condensation between the different panes of glass.  
**Note!** We reduce our compensation by a *deductible*. Then a *deductible* will apply for each window individually.

## F. Third-Party Liability Building

What if the Special Conditions state that you are insured for Third-Party Liability Building? Has a *third party* suffered *material damage* to his/her *building* or objects? Or has he/she been injured? And are you liable for this? Then we will pay for this damage.

**except** for:

- damage or loss due to vehicles, vessels and aircraft, such as a car, bicycle or boat;
- damage or loss caused by a passenger or goods lift.  
**Note!** Does an authorised inspection body certify that the lifts comply with legal requirements? And does a recognised company maintain the lifts every year? Then we will pay for this damage or loss;
- damage or loss to a common part of the *insured building* for which the association of joint owners is liable;
- damage or loss caused by the *insured building* that is in *disrepair* or any part of the *insured building* that is in *disrepair*.
- damage or loss due to *environmental pollution* which is not caused by a sudden and unexpected event;
- damage or loss due to a *landslide* of your land or the *insured building*;
- damage or loss due to objects which you use for your profession. Or due to the *insured building* which you use for your profession. For example, your office's illuminated advertising falls down and a *third party* is injured;
- damage or loss to objects in your possession and you do not own these objects. These may be objects which you borrow, rent or have been entrusted with by a *third party*;
- damage or loss for which we pay for *recourse by third parties* or for *recourse by tenants or users*;
- damage or loss due to a defect which you were aware of before the *incident* happened;
- damage or loss due to fuel oil in a *fuel oil system* for which you are responsible which does not meet the legal requirements. You must take all necessary measures to comply with the legal requirements. What will happen if you don't? And has this resulted in damage or loss? Then we will not pay for this.

We will only pay if all the following terms and conditions have been met collectively:

- The situation must involve liability as set out:
  - in Articles 1382, 1383, 1384, 1386 and 1386bis of the Civil Code, or;
  - in Article 1721 of the Civil Code or in Article 10 of the Walloon Region Decree of 15 March 2018 concerning the rental agreement. What if you lease the *insured building* and the tenant has suffered damage or loss? And what if this



damage or loss was caused by a defect to the *insured building*? Then you will be liable for this damage or loss. This is *recourse by tenants or users*, or;

- in Article 544 of the Civil Code. Sometimes damage or loss occurs without you yourself doing anything wrong. But you are still liable for this damage or loss. This liability is also called liability for abnormal nuisance caused to neighbours.

We will only pay if the damage or loss is sudden and unexpected.

- And the damage or loss is caused by:
  - your *building* or the *household contents* at the insured address.
 

**Note!** Is only the *building* insured? In that case, we will not pay for the damage or loss caused by the *household contents*;
  - the garden or the land at the insured address;
  - or the pavement in front of the *insured building*. For example, someone falls over because you have not cleared the pavement of snow.
- And the event which causes the damage or loss occurs during the term of this insurance.

**Note!** We only pay for the damage or loss with the basic Third-Party Liability Building insurance if this damage is not insured in the basic cover under *recourse by third parties* or under *recourse by tenants or users*. The amounts of the basic Third-Party Liability Building insurance cannot be added to the compensation limits of *recourse by third parties* or *recourse by tenants or users*.

#### How much will we pay for third-party liability?

We will pay per *incident*:

- EUR 12,500,000.00 for the injuries of all victims collectively.
- EUR 3,600,000.00 for the *material damage* to *buildings* or objects and *immaterial consequential damage* collectively. Does a *third party* have *material damage* to his/her building or his/her objects and as a result also *immaterial consequential damage*? Then we will first pay for the *material damage* to his/her buildings or objects up to EUR 3,600,000.00.

Is the *insured building* insured by an association of joint owners? And has a joint owner suffered damage or loss caused by a communal part of the *insured building*? And is the association of joint owners liable for this damage or loss? If so, we will not pay in full for the damage or loss of this joint owner. After all, this joint owner is personally liable in part for the damage or loss.

## G. All Risks Computer

What if the Special Conditions state that you have insured the *household contents*? Then we will pay for damage or loss to your *computer*.

**except** for:

- damage or loss to USB flash drives, memory cards, hard drives, CD-ROMs, magnetic tapes, tape cassettes and other data carriers;
- theft of a *computer* outside. Or damage or loss to a *computer* outside because someone has tried to steal the *computer*. Example: a *computer* on the table on your terrace;
- damage or loss due to *vandalism* affecting a *computer* outside;
- damage or loss other than to the *computer* itself, such as the loss of information;
- damage or loss which will be paid for by the shop, factory, supplier, repairer or installer.

We will only pay if all the following terms and conditions have been met:

- The *computer* belongs to the *policyholder* or to someone who lives at home with him/her or it must belong to the company run by the *policyholder* or his/her partner.
- The damage or loss was caused by a sudden and unexpected event.

#### How much will we pay?

Under this insurance, we will pay no more than EUR 4,400.00 per *incident*. What if the Special Conditions specify a different insurance policy which will pay for the damage or loss? And what if the damage or loss to the *computer* is covered thereunder? Example: damage or loss due to *fire*? Then we will not pay under the basic All Risks Computer insurance, but instead under that other insurance.

#### Which costs will we also pay?

The costs for *software* after an *incident* affecting your *computer*.



What if you have to replace or reinstall this *software*? Then we will pay the costs thereof. We will pay no more than EUR 1,875.00.

#### Where is the insurance valid?

This insurance only applies to a *computer* which is at the insured address, in the *student residence* or in the *replacement residence*.

### H. Home Exchange or House Sitting

By this we mean that you stay overnight elsewhere for 120 days or less. During this period you exchange your home for the home of someone else. Or someone else stays overnight in your home to look after your home during this period. This other person is not an *insured party*, but a *third party*.

#### What will we pay for?

- We will insure the *user liability* of this other person for *material damage* which he/she causes to your home. Chapter 3 explains what we mean by *user liability*.  
What if this other person causes *material damage* to the *insured building* and the damage is insured under your policy? Then we will pay for the *material damage*.
  - What if you are the owner of the *insured building*? Then we will pay no more than the insured amount for the *building*. This amount is set out in the Special Conditions.
  - What if you are a tenant or user of the *insured building*? Then we will pay up to the insured amount for *tenant liability* or *user liability*. This amount is set out in the Special Conditions.
- What if this other person causes *material damage* to the *insured household contents* of your home? And the *material damage* is insured under your policy? Then we will pay for the *material damage* to the *insured household contents*. We will pay no more than the insured amount for *household contents*. This amount is set out in the Special Conditions.

We will not recover the compensation which we pay for *material damage* to the *insured building* or *insured household contents* from this other person.

**Note!** However, we will do so:

- if this other person caused the damage intentionally;
- if this other person has insurance himself/herself. In that case, we will recover our compensation from his/her insurer.

### I. Renting Out Rooms in Your Home

By this we mean that you lease no more than two rooms to other persons at the insured address where you also live. This other person is not an *insured party*, but a *third party*. Example: a tourist.

**Note!** By this we do not mean a room or studio which a *third party* rents as a student during his/her studies.

#### What will we pay for?

- What if this other person causes *material damage* to the *insured building* and the *material damage* is insured under your policy? Then we will pay for the *material damage*.
  - What if you are the owner of the *insured building*? Then we will pay no more than the insured amount for the *building*. This amount is set out in the Special Conditions.
  - What if you are a tenant or user of the *insured building*? Then we will pay up to the insured amount for *tenant liability* or *user liability*. This amount is set out in the Special Conditions.
- What if this other person causes *material damage* to the *household contents* of your home? And the *material damage* is insured under your policy? Then we will pay for the *material damage* to the *household contents*. We will pay no more than the insured amount for *household contents*. This amount is set out in the Special Conditions.

We will not recover the compensation which we pay for *material damage* to the *insured building* or *insured household contents* from this other person.

**Note!** However, we will do so:

- if this other person caused the damage intentionally;
- if this other person has insurance himself/herself. In that case, we will recover our compensation from his/her insurer.



## Chapter 9. Optional insurance

Check the Special Conditions to see which optional insurance covers you have. Details of the damage or loss which we will pay for can be found below for each form of optional insurance.

### A. Theft and Vandalism

What if the Special Conditions state that you are insured for Theft and Vandalism? Then you must protect your *building* against theft and *vandalism*. The safety measures you must take are in point 6. If you have taken the safety measures of point 6 for your *building*, we will pay for the damage or loss listed below. Are you not taking these safety measures? Then we will not pay for the damage or only for part of the damage. You can read how much we will pay in point 7. 'How much will we pay?'

#### 1. Theft of the household contents at the insured address.

##### except

- in the following situations:
  - you caused the damage or loss yourself or you contributed to it;
  - the damage or loss was due to misuse of debit or credit cards. Or due to misuse of electronic payments;
  - theft due to cybercrime;
  - the *insured household contents* have disappeared without an explanation for this;
- for damage or loss due to the theft of:
  - *insured household contents* which are outside. Examples include toys in the garden, statues in the garden, fish in the pond, pets outside.
 

**Note!** We will, however, pay for damage or loss due to:

    - > theft of the following objects:
      - *garden furniture*
      - *pool furniture*
      - garden lighting
      - barbecue
      - outdoor kitchen
      - tarpaulin for a pool or jacuzzi
    - > theft of fuel oil from a tank which you use to heat the *insured building*;
  - fur, *jewellery*, objects made of precious metal and *collections*
    - > outside;
    - > in an *outbuilding*, for example, a garden shed;
    - > in your basement, attic, storage room, *garage* or *lock-up garage*? Your basement, attic, storage room, *garage* or *lock-up garage* is in an area which you use with others, such as other residents of the apartment building;
  - *motor vehicles* and trailers and anything secured onto them or inside them, such as a GPS, car radio or luggage rack;
  - *insured household contents* in an area which others use as well, such as the hall of the apartment building where you have an apartment or the *garage* which you use with other residents of the *insured building*;
  - *household contents* in an *insured building* which is not *regularly occupied*;
  - *insured household contents* that you lease and the tenant or user committed the theft.

#### We will, however, pay for the damage in the following situations:

- Do you have *material damage* to the *insured household contents* which the thief caused during the theft or attempted theft? Example: during his/her escape, the thief knocked over a vase. Or did the thief break into your desk? Then we will pay for the damage.
- What if you have a *collection*? A *collection* of statues or other art objects, for example. And what if the *collection* is less valuable because some of the *collection* has been stolen? Or because some of the *collection* was damaged during the attempted theft? Then we will pay for the decrease in value.

#### We will not pay for the damage or only for part of the damage in the following situations:

- damage due to theft without any evidence that the *main building* or *outbuilding* has been broken into.
 

**Note!** However, we will pay for the full amount of the damage or loss if you can prove that one of the following situations has occurred:

  - The thief used false, stolen or lost keys to gain access to the *main building*.
  - The thief let himself/herself get locked in the *main building*.
  - The thief used violence against you or threatened you.



- The thief covertly gained access to the *main building*. And you were present at the insured address at the time.
- The thief is someone who was entitled to be in the *insured building*.
- damage due to theft without any evidence that your basement, attic, storage room, *garage* or *lock-up garage* has been broken into. Your basement, attic, storage room, *garage* or *lock-up garage* is located in an area which you use with others, such as other residents of the apartment building.

## 2. Damage or loss due to vandalism of the household contents at the insured address

### except

- in the following situations:
    - *vandalism* without any evidence that an *outbuilding* has been broken into.
    - *vandalism* without any evidence that your basement, attic, storage room, *garage* or *lock-up garage* has been broken into. Your basement, attic, storage room, *garage* or *lock-up garage* is located in an area which you use with others, such as other residents of the apartment building.
    - You caused the damage or loss yourself or you contributed to it.
  - for damage or loss due to *vandalism* to:
    - fur, *jewellery*, objects made of precious metal and *collections*
      - > outside
      - > in an *outbuilding*, for example, a summerhouse.
      - > in your basement, attic, storage room, *garage* or *lock-up garage*? Your basement, attic, storage room, *garage* or *lock-up garage* is in an area which you use with others, such as other residents of the apartment building.
    - *motor vehicles* and trailers and anything secured onto them or inside them, such as a GPS, car radio or luggage rack;
    - *insured household contents* in an area which others use as well, such as the hall of the apartment building where you have an apartment or the *garage* which you use with other residents of the *insured building*;
    - *household contents* in an *insured building* which is not *regularly occupied*;
    - *insured household contents* that you lease and the tenant or user has caused the damage;
    - *insured household contents* which are outside. Examples include toys in the garden, statues in the garden, fish in the pond, pets outside.
- Note!** We will, however, pay for:
- > *vandalism* of the following objects:
    - *garden furniture*
    - *pool furniture*
    - garden lighting
    - barbecue
    - outdoor kitchen
    - tarpaulin for a pool or jacuzzi
  - > loss of fuel oil from a tank which you use to heat the *insured building*.

### What damage or loss will we pay for?

What if you have a *collection*? A *collection* of statues or other art objects, for example. And what if the *collection* is less valuable because some of the *collection* has been damaged? Then we will pay for the decrease in value.

## 3. Theft anywhere in the world

By this we mean the damage or loss due to theft, the *material damage* due to attempted theft of the *household contents* or *material damage* due to *vandalism* of the *household contents*. Violence was used against you or you were threatened. This may happen anywhere in the world: at the insured address or somewhere else.

## 4. Insurance for household contents which are temporarily elsewhere

For theft and *vandalism* of *household contents* which are temporarily elsewhere, please refer to Chapter 10.

## 5. Theft or loss of keys and remote control

We will pay for:

- replacement of the keys and locks for external doors which you use to enter the insured building, e.g. the key to the front door of your home. What if you live in an apartment building? Then we will only pay for the replacement of locks and keys for your apartment entrance doors.
- replacement of the remote control for external doors which you use to enter the *insured building*, e.g. the remote control for your home's garage door;
- replacement of the locks belonging to your alarm's central system, and reprogramming of the alarm system;
- replacement of the locks on your safe in your home or office;



- replacement of the locks on your bank safe.

**except** for:

- replacement of the keys and locks of doors of common parts of the *insured building*. By this we mean doors through which a *third party* also enters. For example, the common exterior door of an apartment building;
- replacement of the remote control for external doors through which a *third party* also enters the *building*. e.g. the remote control for the garage door of an apartment building.

We will pay for the damage or loss without you paying a *deductible*.

## 6. What safety measures do you need to take?

For the *main building* and *outbuilding*, you must at least take the following safety measures:

- When you leave the *building*, you must lock all the exterior doors of your *building* with a key or lock them with an electronic security device.
- You have turned the key completely until you could not turn it any further. This ensures that the lock is definitely fully locked.
- You must also correctly close and lock all windows, sliding windows, skylights, garage doors and other openings (such as cellar openings) when you are no longer present at the insured address.
- You maintain the locks.

Do you need to take extra safety measures? Then we will mention these in the Special Conditions.

If you have taken the safety measures for your *building*, we will pay for the damage or loss listed below. Are you not taking these safety measures? Then we will not pay for the damage or only for part of the damage. You can read how much we will pay in point 7. 'How much will we pay?'

## 7. How much will we pay?

Details of the maximum amounts which we will pay for damage or loss in some situations or for some objects can be found below.

**Note!** In total, we will never pay more than 50 % of the insured amount for *household contents* per *incident*. And we do not apply the *proportionality rule*.

- We will pay no more than EUR 18,600.00 per object or per *collection*.
- What if a *collection* has become less valuable? Then we will pay no more than EUR 4,400.00 for this.
- For all *jewellery* collectively, we will pay up to 15 % of the insured amount for *household contents* and no more than EUR 18,600.00.
- We will pay a maximum of EUR 4,400.00 for the following objects collectively that are outside or in an *outbuilding* that you cannot close properly:
  - *garden furniture*
  - *pool furniture*
  - garden lighting
  - barbecue
  - outdoor kitchen
  - tarpaulin for a pool or jacuzzi
- Have you not taken the safety measures of point 6 for your *main building* or your *outbuilding*? And have you suffered any damage as a result? Then we will not pay for that damage or loss or we only pay for part of that damage or loss when that *incident* occurs for the first time. We will never pay more than EUR 4,400.00.
- Have we imposed extra safety measures in the Special Conditions? And did you not take them? If so, we will never pay for this.
- What if there has been a theft involving a break-in to your basement, attic, storage room, *garage* or *lock-up garage*? Your basement, attic, storage room, *garage* or *lock-up garage* is in an area which you use with others, such as other residents of the apartment building. If so, we will pay no more than EUR 12,500.00.
- What if you were not at the insured address or not at the address of your *student residence* and the *household contents* which you had with you or were wearing were stolen or damaged? And what if violence was used against you or you were threatened? If so, we will pay no more than EUR 12,500.00.
- For *insured household contents* in all *outbuildings* collectively, we will pay no more than EUR 12,500.00.
- For fuel oil in a tank which you use to heat the *insured building*, we will pay no more than EUR 6,250.00.
- What if your damage or loss was caused by someone who was entitled to be in the *insured building*? If so, we will pay no more than EUR 12,500.00.



**Note!** For *valuables*, we will pay no more than EUR 4,400.00. The situation in which the theft occurred does not matter. Were *valuables* stolen as well as other *household contents*? If so, we will pay no more than the maximum amount above for the *valuables* and these other *household contents*. The EUR 4,400.00 for *valuables* is part of this maximum amount.

#### Example

You are threatened in the street. A thief steals your handbag and jewellery. The total loss is EUR 13,000: EUR 4,700 for valuables and EUR 8,300 for other objects. Your deductible is EUR 250.

The insured amount is EUR 12,500:  
EUR 4,400 for valuables and  
EUR 8,100 for the other objects.

We will deduct your deductible from this total:  
EUR 12,500 – EUR 250 = EUR 12,250  
The compensation for damage or loss therefore amounts to EUR 12,250.

## B. Surround Package

What if the Special Conditions state that you have the optional Surround Package insurance? If so, you will receive additional benefits. Below you can read what else we will insure with the Surround Package.

### 1. The proportionality rule

#### Your additional benefits with the Surround Package

Is your insured amount too low? Then we will apply the *proportionality rule*. This means that we reduce our compensation. This is stated in Chapter 15, 'F. The proportionality rule'.

Is your damage or loss not more than EUR 7,500.00 excluding VAT? If so, we will not reduce our compensation.

#### What is the difference with the basic insurance?

In the basic insurance, this amount is EUR 4,400.00 excluding VAT.

#### Example

Amount insured: EUR 10,000  
Amount you should have insured: EUR 20,000  
Claim amount: EUR 8,000  
Deductible: EUR 250

In the Surround Package  
EUR 10,000/EUR 20,000 = 0.5

EUR 8,000 – EUR 250 = EUR 7,750  
EUR 7,750 – EUR 7,500 = EUR 250  
EUR 250 x 0.5 = EUR 125

Our compensation:  
EUR 7,500 + EUR 125 = EUR 7,625

In the basic insurance  
EUR 10,000/EUR 20,000 = 0.5

EUR 8,000 – EUR 250 = EUR 7,750  
EUR 7,750 – EUR 4,400 = EUR 3,350  
EUR 3,350 x 0.5 = EUR 1,675

Our compensation:  
EUR 4,400 + EUR 1,675 = EUR 6,075

### 2. Damage or loss to the garden by animals

#### Your additional benefits with the Surround Package

What if you have *material damage* to the garden at the insured address caused by animals? And these animals are not yours or they are not in your care? And these animals do not belong at the insured address? Then we will pay for the garden repairs. For planting such as trees, shrubs and flowers in your garden we will pay you an amount which you can use to buy young trees, shrubs and flowers of the same variety as you had. We will pay no more than EUR 18,600.00.



### What is the difference with the basic insurance?

In the basic insurance, we will not pay for this damage or loss.

## 3. Damage caused by Storm, Hail, Snow and Ice Pressure

### Your additional benefits with the Surround Package

Do you have the basic Storm, Hail, Snow and Ice Pressure insurance for the *insured household contents*? And do you have *material damage* due to *storm, hail, snow and ice pressure* to objects that are outside? Then we will pay for this *material damage*. We will pay no more than EUR 7,500.00 for all objects collectively.

**Note!** Under this point 3, we will not pay for damage or loss to *motor vehicles*. For damage or loss to *motor vehicles*, see point 7.

### What is the difference with the basic insurance?

In the basic insurance, we will only pay for *material damage* to the objects listed below. We will pay a maximum of EUR 4,400.00 for all these objects collectively:

- *garden furniture*
- *pool furniture*
- garden lighting
- barbecue
- outdoor kitchen
- tarpaulin for a pool or jacuzzi

## 4. Damage caused by a Natural Disaster

Do you have the Baloise basic insurance for Natural Disasters? Then we will pay for *material damage* as described below.

### 1. Damage to swimming pools, jacuzzis, swimming ponds, tennis courts, golf courses

#### Your additional benefits with the Surround Package

- What if you are the owner of the *insured building*? And what if you have insured your *building* with us? If so, we will pay for *material damage* to swimming pools, jacuzzis, swimming ponds, tennis courts and golf courses. We will pay no more than the insured amount for the *building*.
- What if you are a tenant or user? And what if you have insured the *household contents* with us? If so, we will pay for the *material damage* to the swimming pool, jacuzzi, swimming pond, tennis court and golf course that you have permanently secured to the site at your expense. We will pay no more than the insured amount for *household contents*.

We will only pay for damage or loss to swimming pools and jacuzzis that are permanently secured to the site.

#### What is the difference with the basic insurance?

In the Baloise basic insurance for Natural Disasters, we will not pay for this damage or loss.

### 2. Damage or loss to objects which are outside

#### Your additional benefits with the Surround Package

What if you have insured the *household contents* with us? If so, we will pay for *material damage* due to a *natural disaster* to the objects that are outside and that are not permanently secured to the *insured building* or the site. We will pay no more than EUR 7,500.00 for all objects collectively.

**Note!** Under this point 4, we will not pay for damage or loss to *motor vehicles*. For damage or loss to *motor vehicles*, see point 7.

#### What is the difference with the basic insurance?

In the basic insurance, we will only pay for *material damage* to the objects listed below. We will pay a maximum of EUR 4,400.00 for all these objects collectively:

- *pool furniture*
- garden lighting
- barbecue
- outdoor kitchen



- garden furniture
- tarpaulin for a pool or jacuzzi

## 5. Damage or loss to a Tablet or to a Laptop with a detachable screen

### Your additional benefits with the Surround Package

What if you have the basic All Risks Computer insurance for the *insured household contents*? If so, we will also pay for damage or loss to your tablet or to your laptop with a detachable screen. We will pay no more than EUR 4,400.00 per *incident*.

### What is the difference with the basic insurance?

In the basic insurance, we will not pay for damage or loss to a tablet and a laptop with a detachable screen.

### Which costs will we also pay?

The costs for *software* following an *incident* to your tablet or your laptop with a detachable screen. What if you have to replace or reinstall this software? Then we will pay the costs thereof. We will pay no more than EUR 1,875.00.

## 6. Damage or loss due to Theft and Vandalism

What if you have optional Theft and Vandalism insurance for the *insured household contents*? Then we will pay for the damage as described below.

**Note!** We pay up to 50 % of the insured amount of the *household contents* per *incident*.

### 1. Damage to jewellery

#### Your additional benefits with the Surround Package

We will pay for the theft of your *jewellery*, for *material damage* due to the attempted theft of your *jewellery* or for *material damage* caused by *vandalism*. We pay up to EUR 30,000.00 for all *jewellery* collectively.

#### What is the difference with the basic insurance?

In the optional Theft and Vandalism insurance, we will pay up to 15 % of the insured amount of *household contents* for all *jewellery* collectively. However, we will never pay more than EUR 18,600.00.

### 2. Damage or loss to objects which are outside

#### Your additional benefits with the Surround Package

We will pay for damage or loss due to theft or *vandalism* to the objects listed below. These objects are in an *outbuilding* that you cannot close properly or are outside and are not permanently secured to the *insured building* or to the site. We will pay no more than EUR 7,500.00 for all objects collectively.

- flower pots and planters
- garden furniture, pool furniture and cushions
- parasols
- gardening tools
- garden lighting
- garden decoration
- garden robot
- equipment used to clean the pool
- outdoor kitchen
- pool you can reposition
- barbecue

#### What is the difference with the basic insurance?

In the basic insurance, we will only pay for damage or loss to the objects listed below. We will pay a maximum of EUR 4,400.00 for all these objects collectively:

- garden furniture
- pool furniture
- garden lighting
- barbecue
- outdoor kitchen



- tarpaulin for a pool or jacuzzi

## 7. Damage or loss to motor vehicles

Have you insured the *household contents* under this policy? Then we will pay for the damage as described below.

**Note!** We will never pay more than EUR 60,000.00 excluding VAT for all *motor vehicles* collectively per *incident*. And we do not apply the *proportionality rule*.

### 1. Damage or loss to a motor vehicle with three wheels or less

#### Your additional benefits with the Surround Package

- The *motor vehicle* is kept inside  
Is the *motor vehicle* located inside the *main building* or inside the *outbuilding* at the insured address? Then we will pay for the damage or loss as described below:
  - *material damage* due to a *natural disaster* if you have the Baloise basic insurance for Natural Disasters;
  - theft of the *motor vehicle* if it was broken into in the insured *main building* or outbuilding in which the vehicle is located. What if you have the optional Theft and Vandalism insurance?  
**Note!** We will not pay if the *motor vehicle* is located under a carport or in an area used by others. For example, the *garage* that you use together with other residents of the *insured building*.
- The *motor vehicle* is kept outside  
Is the *motor vehicle* kept outside, but no further than 50 metres from the insured address? And is it standing still? Then we will pay for the damage or loss as described below:
  - *material damage* due to a branch or tree falling;
  - *material damage* due to *storm*. **Note!** We will not pay for damage caused by hail, *snow and ice pressure*;
  - *material damage* due to objects flying around or falling over due to *storm*;
  - *material damage* due to a *natural disaster* if you have the Baloise basic insurance for Natural Disasters.

#### What is the difference with the basic insurance?

In the basic insurance or the optional Theft and Vandalism insurance, we will not pay for damage to a *motor vehicle* with three wheels or less due to:

- *storm* if the *motor vehicle* is kept outside;
- a *natural disaster*;
- theft.

### 2. Damage or loss to a motor vehicle with four or more wheels

**Note!** We will never pay for damage or loss to quads.

#### Your additional benefits with the Surround Package

- The *motor vehicle* is kept inside  
Is the *motor vehicle* located inside the *main building* or inside the *outbuilding* at the insured address? Then we will pay for the damage or loss as described below:
  - *material damage* due to *fire*, explosion or implosion;
  - *material damage* due to a branch or tree falling;
  - *material damage* due to *storm*, hail, *snow and ice pressure*;
  - *material damage* due to a *natural disaster* if you have the Baloise basic insurance for Natural Disasters;
  - theft of the *motor vehicle* if it was broken into in the insured *main building* or *outbuilding* in which the vehicle is located. What if you have the optional Theft and Vandalism insurance?  
**Note!** We will not pay if the *motor vehicle* is located under a carport or in an area used by others. For example, the *garage* that you use together with other residents of the *insured building*.

Is the *motor vehicle* located in your *garage* or in your *parking space* at another address in Belgium?

Then we will pay for the damage as described below:

- *material damage* due to *fire*, explosion or implosion;
  - *material damage* due to a branch or tree falling;
  - *material damage* due to *storm*, hail, *snow and ice pressure*.
- The *motor vehicle* is kept outside  
Is the *motor vehicle* kept outside, but no further than 50 metres from the insured address? And is it standing still? Then we will pay for *material damage* as described below:



- *material damage* due to *fire*, explosion or implosion;
- *material damage* due to a branch or tree falling;
- *material damage* due to *storm*. **Note!** We will not pay for damage caused by hail, *snow and ice pressure*;
- *material damage* due to objects flying around or falling over due to *storm*;
- *material damage* due to a *natural disaster*, if the Special Conditions state that you have the Baloise basic insurance for Natural Disasters.

#### What is the difference with the basic insurance?

In the basic insurance or the optional Theft and Vandalism insurance, we will not pay for damage to a *motor vehicle* with four or more wheels.

How much we will pay if your *motor vehicle* can be repaired or is a total loss is explained in Chapter 16, 'B. How much will we pay?'

### 8. Costs of repairing your garden

#### Your additional benefits with the Surround Package

Have you suffered *material damage* to your garden? Is the cause of this *material damage* insured under this policy? Due to a *fire* or due to a *storm*, for example? But you have not had any *material damage* to the *insured building* or *insured household contents*?

- Then we will pay for the garden repairs. For planting such as trees, shrubs and flowers in your garden we will pay you an amount which you can use to buy young trees, shrubs and flowers of the same variety as you had. We will pay no more than EUR 18,600.00 for this.
- We will also pay for clearing fallen trees and damaged planting, such as shrubs and flowers in your garden. We will pay no more than EUR 18,600.00 for this.

**Note!** We will not pay for:

- the costs for *remediation* of the soil as well as garden repair costs collectively;
- the costs for ordinary garden maintenance;
- damage or loss to harvests which are still on the land;
- damage or loss during maintenance or construction of the garden;
- dead or diseased plants, such as dead or sick trees, shrubs and flowers;
- the costs of clearing dead or diseased plants, such as dead or diseased trees, shrubs and flowers;
- the costs of clearing branches of dead or diseased trees or shrubs;
- damage that is temporary, such as trees, shrubs or other plants that will recover spontaneously;
- the deliberate damage or destruction of the garden by an *insured party*, with the exception of your personnel;
- damage or loss caused by animals. Does this concern damage or loss as stated above in point 2, 'Damage to the garden by animals'? Then we refer to point 2 for this damage or loss.

#### What is the difference with the basic insurance?

In the basic insurance, we will pay a maximum of EUR 4,400.00 for the restoration of the garden and a maximum of EUR 4,400.00 for the clearing of fallen trees and damaged plants, such as shrubs and flowers that are in your garden.

### 9. Costs for your swimming pool, swimming pond, jacuzzi or pond

#### Your additional benefits with the Surround Package

Is the water of your swimming pool, swimming pond, jacuzzi or pond leaking or becoming soiled? And is this due to an event for which you are insured under this policy? Then we will pay for the following costs. We will also pay these costs if you have not suffered damage to the *insured building* or *insured household contents*.

- The cost of refilling the pool, swimming pond, jacuzzi or pond with water.
- The cost of products you need to prepare the pool, swimming pond, jacuzzi or pond for use.

#### What is the difference with the basic insurance?

We will not pay these costs in the basic insurance.



## Chapter 10. Where is the insurance valid?

The address where we insure your *building* or *household contents* is stated in the Special Conditions. We call this the insured address.

What insurance covers you have for your *building* or the *household contents* at the insured address is also stated in the Special Conditions. This insurance also applies to residences at another address. Details of these residences can be found in B to G. What if, for example, you only have Fire and Other Insurance cover, Storm, Hail, Snow and Ice Pressure cover and Baloise Natural Disasters cover for the insured address? Then you will also have only these three insurance covers for that residence at another address.

What if an *incident* is not insured for your *building* or *household contents* at the insured address? Then we will not pay for such damage or loss at the other address either. Please note what damage or loss we will cover for residences at another address. This may differ from the damage or loss which we will cover for your *building* or the *household contents* at the insured address.

Please also note how much we will pay for damage or loss to the residences or the *household contents* at another address. This may also differ from how much we will pay for damage or loss to your *building* or to the *household contents* at the insured address.

### Example

In the basic Storm, Hail, Snow and Ice Pressure insurance, we will not pay for damage or loss to a bicycle outside. What if your bicycle is at your holiday residence? And what if you have suffered damage or loss to your bicycle due to a storm? Then we will not pay for this damage or loss either.

### Note!

- The basic All Risks Computer insurance only applies in the *student residence* and in the *replacement residence*.
- Do you have the Surround Package optional insurance? Then this does not apply to another address.
- You cannot enjoy Baloise Assistance at an address other than the insured address.

### A. Household contents which are temporarily elsewhere

By this we mean that the *household contents* are temporarily not at the insured address. The *household contents* are somewhere else for a maximum 120 days per *insurance year*. It does not matter where in the world that is.

#### What will we pay for?

What if you have suffered *material damage* to *household contents* which are temporarily elsewhere? And what if the *material damage* is insured under this policy? Then we will pay for this damage. We will pay no more than the insured amount for *household contents*. This amount is set out in the Special Conditions.

### Note!

- What if the *household contents* are in a *motor vehicle*, caravan, mobile home or tent? If so, we will only pay for *material damage* due to *fire* or explosion.
- We will only pay if you live at the insured address and we insure the *household contents* under this policy.

What if the Special Conditions state that you have optional Theft and Vandalism insurance? Then this insurance will apply to your *household contents* which are temporarily elsewhere.

### Note!

- We will only pay if all the following terms and conditions have been met:
  - You live at the insured address stated in your Special Conditions.
  - We insure the *household contents* at the insured address.
  - The *household contents* are in a *building* and you are staying overnight in this *building*. You must not be the owner of this *building*.
  - The theft takes place with evidence in the rooms of the *building* that they have been broken into.
- We will pay no more than EUR 12,500.00. Have you suffered damage or loss to *valuables*? If so, we will pay no more than EUR 4,400.00. This EUR 4,400.00 is part of the EUR 12,500.00. What if we will pay EUR 4,400.00 for damage or loss to *valuables*? Then we will pay no more than EUR 8,100.00 for damage or loss to the other objects which make up the *household contents*.



- What if the *household contents* are in a reception room or in a room or an apartment in a retirement home or care home? Then we will not pay for the theft of your *household contents*. We will also not pay for damage or loss due to *vandalism*. For an explanation of what we mean by a reception room and by a room or an apartment in a retirement home or care home, please read D and F below.
- Have you suffered damage or loss due to theft or *vandalism* of the *household contents* in a *student residence*, *garage* or *replacement residence*? If so, please read C, E and G below to find out when and how we will pay for this damage or loss.

## B. Your holiday residence

You rent or use this residence for no more than 120 days per *insurance year*. You must not be the owner of the *holiday residence*.

### What will we pay for?

Are you renting or using a *holiday residence*? And are you liable for *material damage* to the residence or the *household contents* which belong to it, such as the furniture? And what if the *material damage* is insured under this policy? Then we will pay for this *material damage*. We will pay up to EUR 2,375,000.00.

Is there also *material damage* to your own *household contents*? What if you have insured your *household contents* with us? Then you can read how much we will pay for your household contents in 'A. Household contents which are temporarily elsewhere'.

### Note!

- Is the *holiday residence* a tent or mobile home? If so, we will only pay for *material damage* due to *fire* or explosion.
- We will only pay if you live at the insured address and we insure the *building* under this policy.

## C. The student residence

It does not matter where in the world the *student residence* is.

### What will we pay for?

#### 1. Damage or loss to the student residence or the household contents which belong to it

Are you renting or using a *student residence*? And are you liable for *material damage* to the residence or the *household contents* which belong to it, such as the furniture? And what if the *material damage* is insured under this policy? Then we will pay for this *material damage*. We will pay no more than EUR 2,375,000.00.

**Note!** We will only pay if you live at the insured address and we insure the *building* under this policy.

#### 2. Damage or loss to your own household contents

By this we mean:

- the *household contents* which remain in the *student residence*, such as an office chair or cupboard;
- and the *household contents* which are in the *student residence* temporarily, such as your clothes or a laptop.

Have you suffered *material damage* to your own *household contents* in the *student residence*? And what if the *material damage* is insured under this policy? Then we will pay for this *material damage*. We will pay no more than the insured amount for *household contents*. This amount is set out in the Special Conditions.

What if the Special Conditions state that you have optional Theft and Vandalism insurance? Then this insurance will also apply to the *household contents* in the *student residence*. We will pay for theft and *vandalism* only if the *student residence* was broken into. We will pay no more than the insured amount for *household contents*. This amount is set out in the Special Conditions.

**Note!** We will only pay if you live at the insured address and we insure the *household contents* under this policy.

## D. The building which you rent or use for a family party

By this we mean a *building* which you rent or use for a family party. This may also be a tent. In this insurance, we refer to this *building* or this tent as a 'reception room'. You rent or use the reception room for no more than 120 days per *insurance year*. It does not matter where in the world the reception room is. You must not be the owner of the reception room.

### What will we pay for?

Are you renting or using a reception room? And are you liable for *material damage* to the reception room or the *household contents* which belong to it, such as the furniture? And what if the *material damage* is insured under this policy? Then we will pay for this *material damage*. We will pay no more than EUR 2,375,000.00.



#### Note!

- We will not pay for theft of the *household contents*. We will also not pay for damage or loss to the *household contents* due to *vandalism*.
- Is the reception room a tent? If so, we will only pay for *material damage* due to *fire* or explosion.
- We will only pay if you live at the insured address and we insure the *building* under this policy.

### E. The garage or parking space

We will insure your *garage or parking space* which is not at the insured address but at another address in Belgium. Where in Belgium does not matter. You may be the owner, tenant or user of the *garage or parking space*.

#### What will we pay for?

##### 1. You are the owner of the garage or parking space

Are you the owner of the *garage or parking space* and have you suffered *material damage* to the *garage or parking space*? And what if the *material damage* is insured under this policy? Then we will pay for this *material damage*.

- What if you are the owner of the *insured building*? Then we will pay no more than the insured amount for the *building*. This amount is set out in the Special Conditions.
- What if you are a tenant or user of the *insured building*? Then we will pay up to the insured amount for *tenant liability* or *user liability*. This amount is set out in the Special Conditions.

#### Note!

- We will only pay if we insure the *building* or your *tenant liability* or *user liability* under this policy.
- What if you are the owner of the *insured building*? Then we will only pay if you live at the insured address and if we insure the *building* under this policy.

##### 2. You rent or use the garage or parking space

Are you renting or using the *garage or parking space*? And are you liable for *material damage* to the *garage or parking space*? And what if the *material damage* is insured under this policy? Then we will pay for this *material damage*.

- What if you are the owner of the *insured building*? Then we will pay for damage or loss up to the insured amount for the *building*. This amount is set out in the Special Conditions.
- What if you are a tenant or user of the *building* at the insured address? Then we will pay for damage or loss up to the insured amount for *tenant liability* or *user liability*.

**Note!** We will only pay if we insure the *building* or your *tenant liability* or *user liability* under this policy.

##### 3. Damage or loss to the household contents

By this we mean the *household contents* in the *garage or parking space*, such as your motorbike or your *garden furniture* which you store in your *garage* over winter.

**Note!** We will **not** insure your *motor vehicle* with four or more wheels.

Have you suffered *material damage* to the *household contents*? And what if the *material damage* is insured under this policy? Then we will pay for this *material damage*. We will pay no more than the insured amount for *household contents*. This amount is set out in the Special Conditions.

What if the Special Conditions state that you have optional Theft and Vandalism insurance? Then this insurance will also apply to the *household contents* in the *garage*. We will pay for damage or loss due to theft and *vandalism* only if the *garage* was broken into. We will pay no more than EUR 12,500.00 per *incident*.

#### Note!

- We will not pay for theft of *valuables*.
- We will not pay for damage or loss due to theft or *vandalism* of *household contents* in a *parking space*.
- What if your *motor vehicle* or trailer has been stolen? Or what if you have suffered damage or loss due to *vandalism* of your *motor vehicle* or trailer? Then we will not pay for this.
- Have you suffered damage or loss due to theft or *vandalism* of something secured in or on the *motor vehicle*, such as a luggage rack? If so, we will not pay for this damage or loss.

**Note!** We will only pay if we insure the *household contents* under this policy.



## F. Household contents in a room or apartment in a retirement home or care home

By this we mean your *household contents* or the *household contents* of your parents, grandparents or children in a room or apartment in a retirement home or care home. You or your parents, grandparents or children are renting or using the room or apartment. The retirement home or care home must be in Belgium. Where in Belgium does not matter. You must not be the owner of the room or apartment.

### What will we pay for?

Have you suffered *material damage* to your *household contents* or the *household contents* of your parents, grandparents or children? And what if the *material damage* is insured under this policy? Then we will pay for this *material damage*. We will pay no more than the insured amount for *household contents*. This amount is set out in the Special Conditions.

**Note!** We will only pay if you live at the insured address and we insure the *household contents* under this policy.

What if the Special Conditions state that you have optional Theft and Vandalism insurance? Then this insurance will not apply to the *household contents* in a room or apartment in a retirement home or care home.

## G. Your replacement residence if your home is uninhabitable

By *replacement residence* we mean the *building* which you are renting or using because your home at the insured address has been damaged so much that you can no longer live in it. The *material damage* to your home at the *insured* address must be insured under this policy. The *replacement residence* must be in Belgium. Where in Belgium does not matter. You must not be the owner of the *replacement residence*. The insurance for the *replacement residence* applies during the period necessary for the reconstruction or repair if the *insured building* has become uninhabitable.

### What will we pay for?

#### 1. Damage or loss to the replacement residence or the household contents which belong to it

Are you renting or using a *replacement residence*? And are you liable for *material damage* to the *building* or the *household contents* which belong to it, such as the furniture? And what if the *material damage* is insured under this policy? Then we will pay for this *material damage*.

- What if you are the owner of the *insured building*? Then we will pay no more than the insured amount for the *building*. This amount is set out in the Special Conditions.
- What if you are a tenant or user of the *insured building*? Then we will pay up to the insured amount for *tenant liability* or *user liability*. This amount is set out in the Special Conditions.

**Note!** We will only pay if you live at the insured address and we insure the *building* under this policy.

#### 2. Damage or loss to your own household contents

Have you suffered *material damage* to your own *household contents* which are in the *replacement residence*? And what if the *material damage* is insured under this policy? Then we will pay for this *material damage*. We will pay no more than the insured amount for *household contents*. This amount is set out in the Special Conditions.

What if the Special Conditions state that you have optional Theft and Vandalism insurance? Then this optional insurance will also apply to the *household contents* in the *replacement residence*. We will pay no more than the insured amount for *household contents* provided in the optional Theft and Vandalism insurance. This amount is set out in the Special Conditions.

**Note!** We will only pay if you live at the insured address and we insure the *household contents* under this policy.

## H. What happens if you are moving home?

What will happen to your policy depends on whether you are remaining in Belgium or moving abroad.

#### 1. You are remaining in Belgium

- The insurance covers for your *building* or the *household contents* will be valid at both the insured address and the new address for 120 days. Details of your insurance covers are set out in your Special Conditions. The period of 120 days will begin on the date from which the *building* at your new address is at your disposal.
- After these 120 days, the insurance will only still be valid at your new address. What if you have optional Theft and Vandalism insurance? Then this will stop automatically after these 120 days. You will then cease to be insured for damage or loss due to theft and *vandalism* at your new address.

**Note!** We advise that you notify us that you are moving home as soon as possible. After all, you have an obligation to provide us with your new address and all the details of your new address. We will use this information to calculate the probability that



you will suffer damage or loss and to assess whether your policy or your premium are still correct. This is stated in Chapter 5 of the Administrative Provisions of the General Conditions.

## 2. You are moving abroad

- If you are moving abroad, the policy for the *insured building* owned will simply continue to be valid.
- The insurance for the *household contents* at the insured address will cease automatically on the day after you have moved.
- Your *tenant liability* or *user liability* for the *insured building* will cease automatically after 120 days. These 120 days will begin on the day after you have moved.

## Chapter 11. Rescue costs

These costs are set out in Article 106 of the *Insurance Act (Wet betreffende de verzekeringen) of 4 April 2014* and in the implementing decrees for that law. We will pay these costs even if they are higher than the insured amount, but only up to the amounts stated in the implementing decrees.

By rescue costs we mean the cost of measures you take to prevent an *incident* or to mitigate its effects in the event of imminent danger. By imminent danger we mean danger that would certainly cause damage or loss if no one took urgent and reasonable measures to prevent it. It concerns expenses that you have incurred:

- because you yourself had to take urgent and reasonable measures. You must have taken these measures with due diligence and care. A person who acts with due diligence and care is a careful person. This implies that you thought the situation through and examined the consequences of what you were going to do before you did it. Then, when you decided to proceed, you did so with the necessary care so that no one was disadvantaged;
- because we asked you to take certain measures.

We will pay these costs even if the measures have not helped.

## Chapter 12. Supplementary insurance and additional costs

Have you suffered damage or loss for which you are insured under this policy? Then we will pay for what is insured in the supplementary insurance and additional costs listed below.

### Note!

- We will not pay these additional costs for the insurance policies for Third-Party Liability Building.
- We will also pay certain costs without there being any damage or loss. This is then explicitly stated.

### A. Recourse by third parties

Has the *building* or have the objects belonging to a *third party* suffered *material damage* due to the *insured building* or the *insured household contents*? Is the cause of this *material damage* insured under your policy? And are you liable for the *material damage*? If so, we will pay for the *material damage* to the *building* or the objects belonging to the *third party*. This follows from Articles 1382, 1383, 1384, 1386 and 1386bis of the Civil Code.

Did the *material damage* also lead to *immaterial consequential damage* for a *third party*? Then we also pay for this *immaterial consequential damage*, but first we will pay for the *material damage*. We will pay no more than EUR 3,600,000.00 for the *material damage* and for the *immaterial consequential damage* collectively.

What if you are a tenant or user, and the landlord waives recourse? And what if, as a result, you do not require insurance for *tenant liability* or *user liability*? Then we will still pay for *recourse by third parties*. We will pay no more than EUR 3,600,000.00 for the *material damage* suffered by all *third parties*.

### B. Recourse by tenants or users

What if you lease the *insured building* and the tenant or user has suffered damage or loss to his/her objects? And what if this damage or loss was caused by a defect to the *insured building*? Then you will be liable for this damage or loss. This is stated in Article 1721 of the Civil Code or in Article 10 of the Walloon Region Decree of 15 March 2018 concerning a rental agreement or, if this is not possible due to the nullity or termination of the rental agreement, on the grounds of Articles 1382, 1383, 1384, 1386 and 1386bis of the Civil Code. We will pay for the *material damage* to the objects belonging to the tenant



or user. We will also pay for the *immaterial consequential damage* suffered by the tenant or user. We will pay a maximum of EUR 3,600,000.00 for *recourse by tenants or users*. Was the rental agreement declared null and void or dissolved because the necessary requirements of safety, health and housing quality were not met? Then we will not pay for this damage or loss.

### C. Material damage to the insured building and insured household contents due to:

- fire-extinguishing efforts or help to seal and protect a *building* or the *household contents*;
- the demolition or destruction of a *building* to prevent even further damage or loss;
- the collapse of a neighbouring *building*;
- fermentation or spontaneous combustion that leads to a *fire* or explosion.

We will pay for these costs, even if you do not yet have any damage or loss yourself.

### D. Additional costs

By this we mean the costs stated in Article 116 of the *Insurance Act (Wet betreffende de verzekeringen) of 4 April 2014*. For all these costs collectively we will pay up to 100% of the insured amounts for the *building* or *tenant liability* or *user liability* and *household contents* unless otherwise specified below or in the Special Conditions.

Which costs will we also pay?

#### 1. Costs of the claims assessor

By this we mean the costs of your own assessor for determining the claim amount. More information about the appointment and costs of this assessor can be found in Chapter 15, 'H. The costs of the claims assessor'. Below are the amounts which we will pay. These amounts will change with the *ABEX index*. Details of how this will happen can be found in Chapter 13, 'D. How will the amounts in this policy change due to the index?'.

Our compensation (including VAT):	Costs of the claims assessor:
EUR 13,661.00 or less	5% of our compensation
more than EUR 13,661.00 and less than EUR 136,613.00	EUR 683.05 + 2% on the amount above EUR 13,661.00
more than EUR 136,613.00 and less than EUR 273,226.00	EUR 3,142.09 (EUR 683.05 + EUR 2,459.04) + 1.50% on the amount above EUR 136,613.00
more than EUR 273,226.00	EUR 5,191.29 (EUR 683.05 + EUR 2,459.04 + EUR 3,142.09) + 0.75% on the amount above EUR 273,226.00

#### 2. The demolition and cleanup costs

By this we mean the costs of dismantling and clearing that must be incurred in order to rebuild or reassemble the damaged objects. We also mean the costs incurred for the clearing of the objects that damaged the *insured building* and/or *household contents*.

We will also pay the costs for transport and disposal.

#### 3. The costs for storing and keeping the insured household contents

By this we mean the costs which you incur to store and keep the *insured household contents* which could be saved. We will pay these costs during the normal reconstruction period of the *building*.

#### 4. The costs for sealing and protecting the insured building

By this we mean the costs which you incur to seal and protect the *insured building* temporarily. Example: the roof of the *insured building* has been damaged by a *storm*. You put a tarpaulin on the roof to keep any rain out.

#### 5. The garden repair costs

Have you suffered *material damage* to the *insured building* or *insured household contents*? Do you also have *material damage* to your garden? Is the cause of this *material damage* insured under this policy? Due to a *fire* or due to a *storm*, for example?

- Then we will pay for the garden repairs. For planting such as trees, shrubs and flowers in your garden we will pay you an amount which you can use to buy young trees, shrubs and flowers of the same variety as you had.
- We will also pay for clearing fallen trees and damaged planting, such as shrubs and flowers in your garden.

Do you not have any damage or loss to the *insured building* or to the *insured household contents*, but only *material damage* to your garden? And is the cause insured under this policy?



- Then we will pay for the garden repairs. For planting such as trees, shrubs and flowers in your garden we will pay you an amount which you can use to buy young trees, shrubs and flowers of the same variety as you had. We will pay no more than EUR 4,400.00.
- Then we will also pay for clearing fallen trees and damaged planting, such as shrubs and flowers in your garden. We will pay no more than EUR 4,400.00.

#### We will not pay for:

- the costs for *remediation* of the soil as well as garden repair costs collectively;
- the costs for ordinary garden maintenance;
- damage or loss to harvests which are still on the land;
- damage or loss during maintenance or construction of the garden;
- dead or diseased planting, such as trees, shrubs and flowers.
- the costs of clearing dead or diseased plants, such as dead or diseased trees, shrubs and flowers;
- the costs of clearing branches of dead or diseased trees and shrubs;
- damage that is temporary, such as trees, shrubs or other plants that will recover spontaneously;
- the deliberate damage or destruction of the garden by an *insured party*, with the exception of your personnel;
- damage or loss caused by animals.

#### 6. The extra costs for your temporary replacement residence

Can you no longer inhabit the *insured building*? And is this due to *material damage* which is insured under this policy? Then we will pay the extra costs for your temporary *replacement residence*. By this we mean:

- your stay in a hotel and also the cost of breakfast in the hotel;
- what if you are the owner at the insured address? Then we will pay the rent for a temporary *replacement residence*;
- what if you are a tenant at the insured address? Then we will pay the difference between the rent you pay at the insured address and the rent you pay for the *replacement residence*;
- what if you are a tenant at the insured address? and the landlord waives recourse? And what if, as a result, you do not require insurance for *tenant liability*? Then we will pay the difference between the rent you pay at the insured address and the rent you pay for the *replacement residence*;

We will pay these additional costs during the normal reconstruction period. That is the normal period required to repair or rebuild your home.

#### 7. The disadvantage to you of the unusability of the insured building

Can you no longer inhabit or use the *insured building*? And is this due to *material damage* which is insured under this policy? Then we will pay you for this unusability during the normal period required to repair or rebuild the *insured building*.

- What if you are the owner and you live in the *insured building*? Or what if you are the owner and you use the *insured building* as an office or for your independent profession? Then we will pay you an amount equal to the rental value of the rooms that you can no longer use or the rental price of a similar home in the neighbourhood.  
**Note!** We will never pay extra costs for your temporary *replacement residence* as well as for the disadvantage to you of unusability for the same period.
- Were you leasing the *insured building* on the day of the *incident*? If so, we will pay an amount that is equal to the rent which you are no longer receiving.
- Are you a tenant of the *insured building*? And are you liable for the *material damage*? If so, we will insure your liability for this disadvantage.

**Note!** We will never pay for *immaterial consequential damage* that you have because you cannot use your solar panels.

#### E. Medical expenses and funeral expenses

For these costs, by 'you' we mean the *policyholder* and the people who live at home with him/her.

Have you been injured due to an event which is insured under this policy? If so, we will pay the medical expenses, such as the costs for the doctor, pharmacy, ambulance and nursing care. We will only pay the costs which you incur within a year after the event.

What if you die due to an event which is insured under this policy? Then we will pay the funeral expenses to the person who has incurred these costs. We will only pay if you die within a year after the event.

We will pay no more than EUR 28,100.00 for all injured and deceased persons collectively per event.

#### Note!

- We will only pay if you live at the insured address and we insure the *insured building* under this policy.
- We will deduct from our compensation the amount which you may receive from the health insurance fund.



## Chapter 13. What amounts must you insure?

### A. What value should you use to determine the insured amounts?

What we mean by *value as new*, *actual value*, *replacement value*, *sale value* and *purchase price* is explained in Chapter 2.

#### 1. Building

- What if you are the owner of the *insured building*? Then you must determine the *value as new* of the *insured building*.  
**Note!** What if 30 % or more of the external walls or the load-bearing elements of the *main building* consists of materials that can *burn*? Then you must determine the *actual value* of the *insured building*.
- What if you are a tenant or user? Then you must determine the *actual value* of the *insured building*.

#### 2. Household contents

For the *insured household contents*, you must determine the *value as new*. This does not always apply.

- You must determine the *actual value* for the following objects:
  - linen;
  - clothing;
  - vehicles without an engine.
- You must determine the *replacement value* for the following objects:
  - antique furniture, art, *collections*, rare or precious objects;
  - *jewellery*, objects made of precious metal such as gold, platinum and silver;
  - a watch with a *value as new* of more than EUR 6,250.00;
  - furs;
  - pets. Is your pet more valuable because it takes part in contests? If so, you cannot include this extra value;
  - *valuables*.
- For *merchandise*, you must determine the *purchase price*.
- For *motor vehicles* and electric bicycles, you must determine the *sale value*.
- For documents, plans and models you must determine the cost of the material needed to make these documents, plans and models. You cannot include costs for retrieving and recompiling data which you have lost.

**Note!** The Special Conditions may state other values for the *insured building* and the *insured household contents*. So please read them carefully.

### B. How should you determine the insured amount for the insured building?

You yourself determine the amount you wish to insure. This amount is inclusive of *non-recoverable VAT*, other charges, architect fees and the costs for the safety coordinator.

#### 1. You determine the insured amount using a valuation system

Is the *insured building* a home? Or a home with an office or space for an independent profession? Will the insured amount for the *building* change with the *ABEX index*? If so, you can determine the insured amount for the *insured building* using a valuation system. It is important that you use this system correctly. Using the valuation system in the correct manner has a number of advantages. These advantages are set out in the Special Conditions. Ask QOVER SA which valuation systems you can use.

#### 2. You determine the insured amount without using a valuation system

You can choose not to use a valuation system to determine the insured amount for the *insured building*. In that case, you inform us of the amount you wish to insure. This amount must be large enough to pay the full *value as new* of all *insured buildings*. Is the *insured building* a home? Or a home with an office or space for an independent profession? And will the insured amount change with the *ABEX index*? If so, you can take out *insurance on a first loss basis* for the *insured building*.

- Is the insured amount for the *insured building* EUR 153,442.03 or more? If so, you have *insurance on a first loss basis* for the *insured building*. This means that we will not apply the *proportionality rule*. What we mean by this is explained in Chapter 15, 'F. The proportionality rule'.
- Is the insured amount for the *insured building* less than EUR 153,442.03? If so, you do not have *insurance on a first loss basis*. This means that if the insured amount is too low, we will apply the *proportionality rule*. What we mean by this is explained in Chapter 15, 'F. The proportionality rule'.

**Note!** The above amount of EUR 153,442.03 will change with the *ABEX index*. This works like so:



- you multiply EUR 153,442.03 by the *ABEX index* which applies on the day that you determine the insured amount for the *building*;
- you divide the result by 847.

### C. How should you determine the insured amount for the insured household contents?

You yourself determine the amount you wish to insure for the *insured household contents*. Will the insured amount change with the *ABEX index*? If so, you can take out *insurance on a first loss basis* for the *insured household contents*.

- Have you insured the *household contents* under this policy? And are the *insured household contents* in a home? Or a home with an office or space for an independent profession? If so, you have *insurance on a first loss basis* for the *insured household contents* if the insured amount is EUR 42,963.77 or more.
- However, have you also insured the *building* under this policy? And is the *building* which is insured by us a home? Or a home with an office or space for an independent profession? And are you opting for the insured amount for *household contents* to be at least 1/4 of the insured amount for the *building*? If so, you have *insurance on a first loss basis* for the *insured household contents*. In this case, the insured amount can also be less than EUR 42,963.77.

**Note!** The above amount of EUR 42,963.77 will change with the *ABEX index*. This works like so:

- you multiply EUR 42,963.77 by the *ABEX index* which applies on the day that you determine the insured amount for *household contents*;
- you divide the result by 847.

### D. How will the amounts in this policy change due to the index?

#### 1. Alignment with the ABEX index

Every year, we will align the insured amount for the *insured building* and the *insured household contents* with the *ABEX index* on the main renewal date for your policy. This works like so:

- we multiply the insured amount by the *ABEX index* which applies on this main renewal date;
- we divide the result by the *ABEX index* stated in the Special Conditions.
- The maximum amounts which we will pay for damage or loss, which are set out in the insurance covers, will change every year on the main renewal date for your policy. This works like so:
  - we multiply the maximum amount by the *ABEX index* which applies on the day of the *incident*;
  - we divide the result by 847.
- The amounts mentioned in Chapter 12, 'D. Additional costs, 1. Costs of the claims assessor' will change every year on the main renewal date for your policy. This works like so:
  - we multiply the amount stated in Chapter 12, 'D. Additional costs, 1. Costs of the claims assessor' by the *ABEX index* which applies on the day of the *incident*;
  - we divide the result by 847.

#### Example:

On the day of the incident the *ABEX index* is 860.

- We multiply EUR 12,500 by 860.
- This gives us EUR 10,750,000.
- We divide EUR 10,750,000 by 847.
- This gives us EUR 12,691.85.

Is the compensation EUR 12,691.85 or less? If so, we will pay 5% on this amount for the costs of the claims assessor. This works out at EUR 634.59 or less.

- The amount of EUR 4,400.00 that we mention in Chapter\* 15 'F. The proportionality rule' and the amount of EUR 7,500.00 that we mention in Chapter 9, B. Surround Package, '1. The proportionality rule', will change every year on the main renewal date for your policy. This works like so:
  - we multiply EUR 4,400.00 or EUR 7,500.00 by the *ABEX index* which applies on this main renewal date;
  - we divide the result by 847.
- The amount of EUR 6,250.00, which we mention in Chapter 13, 'A. What value should you use to determine the insured amounts?', will change every year on the main renewal date for your policy. This works like so:
  - we multiply EUR 6,250.00 by the *ABEX index* which applies on this main renewal date;
  - we divide the result by 847.



**Note!** The alignment with the *ABEX index* does not apply to:

- the basic Terrorism insurance;
- the basic Third-Party Liability Building insurance;
- the *recourse by third parties* and the *recourse by tenants or users*;
- Baloise Assistance.

## 2. Alignment with the CPI index

We will align the following insurance covers with the *CPI index*:

- the basic Terrorism insurance  
The alignment with the *CPI index* (base 1981) works like this:
  - we multiply the maximum amount that we will pay for damage or loss by the *CPI index* which applies in the month before the month of the *incident*;
  - we divide the result by 197.41.
- the basic Third-Party Liability Building insurance;  
The alignment with the *CPI index* (base 1981) works like this:
  - we multiply the maximum amount that we will pay for damage or loss by the *CPI index* which applies in the month before the month of the *incident*;
  - we divide the result by 119.64.
- We do the same for *recourse by third parties* and for *recourse by tenants or users*. The alignment with the *CPI index* (base 1981) works like this:
  - we multiply the maximum amount that we will pay for damage or loss by the *CPI index* which applies in the month before the month of the *incident*;
  - we divide the result by 119.64.

**Note!** The alignment with the *CPI index* does not apply to:

- Baloise Assistance.

## Chapter 14. What must you do if you suffer damage or loss?

Has damage or loss already occurred? If so, you must take every measure necessary to prevent the damage or loss from getting worse.

### A. What must you do in the event of damage or loss?

- Report your damage or loss to us immediately.
- Give us all the information you have about the damage or loss. For example, how did the damage or loss occur? Is a *third party* liable for the damage or loss?
- Give us a list of all the objects that have been damaged. And the price for repairing this damage or loss. Are the damaged objects beyond repair? If so, tell us the value of the damaged objects according to you.
- You must keep all damaged objects. You must do nothing to change the situation.
- You must allow our assessor to examine the damage or loss.
- What if you have taken out a mortgage for the *insured building*? Or what if a bank has registered a mortgage for the *insured building*? Then you must provide us with a mortgage certificate. This is a certificate which states whether a bank has a registered mortgage or another party has some other preferential claim in respect of the damaged *insured building* or the damaged *insured* contents.
- What if you have pledged objects or bought objects under retention of title? And what if this is recorded in the National Pledge Register (Nationaal Pandregister)? Then you must provide us with evidence of this. By retention of title we mean that you have bought objects but you do not yet have full ownership of them.
- Supply us immediately with any letters or documents that you receive from a *third party* concerning this damage or loss.
- Supply us immediately with any summonses or documents that you receive from the court concerning this damage or loss.
- If you should appear in court, then you must do so.

### B. What must you not do in the event of damage or loss?

- You must not throw away the damaged objects.
- You must make no changes to the damage or loss and to the damaged objects or the damaged *insured building*.



Only if the repair is urgent may you carry it out. You must take photographs of the damage or loss before it is repaired and keep the damaged piece.

- What if a *third party* caused the damage or loss? Then you must do nothing that causes us to have little or no chance of recovering our compensation from this *third party*.

## C. Special cases

### 1. Damage or loss due to theft

- You must file a complaint with the police within 24 hours of discovering the theft.
- Inform us that you have suffered damage or loss within 48 hours of discovering the theft.
- If bank cards or other *valuables* have been stolen, notify your bank or Card Stop by calling +32 (0)70 344 344 immediately.
- What if the police recover stolen objects? Then notify us immediately. You will then have the following choice:
  - you can choose the recovered objects. In that case, you will receive the recovered objects. You must repay the compensation to us;
  - you can choose the compensation. In that case, we will receive the recovered objects.

### 2. Damage or loss due to terrorism

- You must also report the damage or loss to the police if we ask you to do so.
- Will the authorities pay for your damage or loss? Then you must do everything the authorities ask you to do to get that amount.
- Inform us immediately when you have received that amount from the authorities.

### 3. You are liable for damage or loss suffered by a third party

- You must not say that you are liable for the damage or loss.
- You must not pay for the damage or loss or promise that you will pay for it.
- You must immediately supply us with any documents that you receive from the *third party* concerning this damage, loss or event.
- You must supply us immediately with any summonses or documents that you receive from the court concerning this damage, loss or event.
- If you should appear in court, then you must do so.

## D. You do not follow the rules

What if you do not follow the rules set out in Chapter 14, and this is to our disadvantage?

Then we may decide to pay a lower amount for your damage or loss. Or we may claim back the amount which we have already paid to you. By how much we will reduce our compensation or how much we will claim back depends on how much we have been disadvantaged.

What if you have not obeyed the rules intentionally? Then we may decide to pay nothing.

## Chapter 15. How do we determine our compensation?

### A. General rule

- To determine our compensation, we use the values mentioned in Chapter 13. These are the values for determining the insured amount.
- What if the damage or loss to the *insured building* or the *insured household contents* can be repaired? Then we will pay the repair costs. Are these costs higher than the amount that we would pay if the damaged *insured building* or part of the *insured building* or the damaged object were beyond repair? If so, we will pay the amount that we would pay if the damage or loss could not be repaired.
- What if a *third party* has suffered damage or loss? And we insure your *tenant liability* or *user liability* for this damage or loss? Or we have to pay under the basic Third-Party Liability Building insurance? Or for *recourse by tenants or users* or *recourse by third parties*? Then we will determine the amount which we will pay to the *third party* using the *actual value*. We will pay no more than the amounts stated in the insurance covers of your policy. We will also pay the interest and costs. Special rules apply to this. These are set out in Article 146 of the *Insurance Act (Wet betreffende de verzekeringen) of 4 April 2014* and in the implementing decrees for that law. We will pay no more than the amounts stated in the implementing decrees.



- Special rules apply to damage or loss due to *terrorism*. These rules are set out in the basic Fire and Other insurance, point 14 Damage or loss due to terrorism.
- We will pay for garden repairs. For planting such as trees, shrubs and flowers in your garden we will pay you an amount which you can use to buy young trees, shrubs and flowers of the same variety as you had.
- We will pay no more than the maximum amounts stated in the General Conditions per event that causes damage or loss. What if the Special Conditions state otherwise? Then the Special Conditions will apply.

## B. The costs which you must pay due to new building standards

You have suffered *material damage* to the *building* which is insured under this policy. You wish to repair the *material damage* or to rebuild the *insured building*. What if the authorities decide that you may only repair or rebuild it if you comply with the new obligatory building standards? And what if these building standards are imposed in the terms and conditions of the notification obligation or building permit? Then we will pay the extra costs which you incur due to this obligation. By new obligatory building standards we mean the environmental standards and building regulations imposed by the Belgian federal, regional, provincial or municipal authorities.

We will pay up to 10 % of the insured amount for the *building* for these extra costs.

### Note!

- Can you receive subsidies or contributions from the authorities to satisfy the new obligatory building standards? Then we will reduce our compensation by these subsidies and premiums.
- We will not pay if the *insured building* should have complied with the new building standards before the *incident*, and you did not meet this obligation.
- What if you are doing work other than damage repairs? And what if the new obligatory building standards apply to this work as well? Then we will not pay these extra costs.

## C. Multiple insurance covers – one-time payment

Are there multiple insurance covers in the Special Conditions for your policy? And have you suffered damage or loss which is insured under more than one insurance cover? If so, we will only pay once for the same damage or loss.

We will pay under the insurance which gives you the most for your damage or loss.

### Example

You have damage to your laptop with a detachable screen due to fire. Do the Special Conditions state that you have the basic Fire and Other insurance and the optional Surround Package insurance? Then the material damage is insured under both policies.

The claim amount is EUR 5,000. Your deductible is EUR 250.

We will pay EUR 5,000 – EUR 250 = EUR 4,750 for the basic Fire and Other insurance.

In the optional Surround Package insurance, we can pay up to EUR 4,400 for the same damage or loss to your laptop. We will only pay the highest amount. This is EUR 4,750. You will only receive this amount once.

## D. Wear and tear

Has the damaged *insured building* or object suffered *wear and tear*? And does Chapter 13 state that we will pay the *value as new*? If so, our assessor will determine how much *wear and tear* the *insured building* or the object has suffered.

- Has the damaged *insured building* or object suffered 30 % or less *wear and tear*? If so, we will pay the full claim amount. We may still reduce that claim amount by a *deductible*, etc.
- Has the damaged *insured building* or object suffered more than 30 % *wear and tear*? If so, we will reduce our compensation by the amount of *wear and tear* that exceeds 30 %. We may still reduce that amount by a *deductible*, etc.

### Example

The claim amount is EUR 10,000. Our assessor determines that the damaged object has suffered wear and tear of 50%.

We will reduce our compensation like so:



- $50 - 30 = 20$  → we will take into account 20% wear and tear
- 20% wear and tear on EUR 10,000 = EUR 2,000
- we will reduce the compensation by EUR 2,000

**Note!** The following rules apply to *material damage* due to electricity or lightning.

Have you suffered *material damage* to electronic equipment or electronic installations because they suddenly receive too much electricity? Or have you suffered *material damage* to such equipment or installations due to a lightning strike?

- Can the *material damage* to your electronic equipment or electronic installations be repaired? If so, we will pay the repair costs.
- Can the *material damage* to your electronic equipment or electronic installations not be repaired? In that case, we will pay the price of a new installation or new equipment. The new installations or new equipment must be the same as the damaged installations or equipment.

## E. Your deductible

### 1. General rule

Your *deductible* applies per *incident*.

**Note!** What if insulating windows become opaque due to condensation between the different panes of glass? Then a *deductible* will apply for each window individually.

### 2. How much is your deductible?

What if we pay compensation for damage or loss to an *insured building* or to objects? Then you will find the amount of your *deductible* below.

- Have you suffered damage or loss to the *insured building* or *insured household contents*? If so, your *deductible* is EUR 123.95 (subject to indexation).
- Has a *third party* suffered damage to his/her *building* or objects? And are you liable for the injury? If so, your *deductible* is EUR 123.95 (subject to indexation).
- Has a *third party* been injured? And are you liable for the injury? If so, you have no *deductible*.
- What if the Special Conditions specify a different amount for your *deductible*? Then the amount of your *deductible* will be the amount stated in the Special Conditions.

### 3. How will your deductible change with the index?

Your *deductible* will change every month with the *CPI index* (base 1981). This works like so:

- you multiply the amount of your *deductible* by the *CPI index* which applies in the month before the month of the *incident*;
- you divide the result by 119.64.

e.g. The deductible for January 2021 was EUR 266.10.

### 4. Your deductible and the proportionality rule.

Is the insured amount for the *insured building* or *insured household contents* too low? If so, we will first reduce our compensation by your *deductible*. We will then reduce the result by applying the *proportionality rule*.

What we mean by the *proportionality rule* is explained below in 'F. The proportionality rule'.

## F. The proportionality rule

### 1. What if the insured amount is too low?

- The Special Conditions state the amount which you have insured. Is the amount which you have insured lower than the amount which you should have insured? If so, you are under-insured.
- Is the insured amount too low? If so, we will reduce our compensation. We call this applying the *proportionality rule*.

#### Example

The amount which you should have insured for the insured building is EUR 100,000. The insured amount for the insured building is EUR 75,000. This is too low by 25%. The claim amount is EUR 10,000.

In that case, we will determine our compensation like so:

$$\frac{\text{EUR } 10,000 \times \text{EUR } 75,000}{\text{EUR } 100,000} = \text{EUR } 7,500$$



## 2. In which situations will we not reduce our compensation?

Will the insured amounts change with the *ABEX index*? If so, we will not reduce our compensation in the following situations.

- To help you determine the insured amount for the *insured building* or your *tenant liability* or *user liability*, we must offer you a valuation system. What if we cannot prove that we have offered you a valuation system? And is the insured amount too low? If so, we will not reduce our compensation.
- Have you determined the insured amount for the *insured building* using a valuation system? And have you completed this valuation system correctly? And is the insured amount too low? Then we will not reduce the compensation.
- Have you not determined the insured amount for the *insured building* using a valuation system? But have you insured the insured amount for the *insured building* with *insurance on a first loss basis*? If so, we will not reduce our compensation. Chapter 13 explains if you have insured the *insured building* with *insurance on a first loss basis*.
- Have you insured the amount for the *insured household contents* with *insurance on a first loss basis*? If so, we will not reduce our compensation. Chapter 13 explains if you have insured the *insured household contents* with *insurance on a first loss basis*.
- If the insured amount is too low, but it was determined by an assessor and we accepted the assessor's report, then we will not reduce our compensation.
- You are a tenant or user of an apartment. The insured amount for your *tenant liability* or *user liability* will change with the *ABEX index*. You have calculated the insured amount for your *tenant liability* or *user liability* like so:
  - you took the monthly rent. You included the costs which you pay to the owner for maintenance, for example. You did not include your costs for heating, gas, water and electricity. Are these costs included in the rent? If so, you reduced the rent by these costs;
  - you multiplied that amount by 12;
  - and you multiplied the result by 20;
  - the insured amount for *tenant liability* or *user liability* is equal to the amount that you get with this calculation. Or it is higher. If so, we will not reduce our compensation.
- We will not reduce our compensation for the costs and additional costs which we list in Chapter 11 and Chapter 12.
- Is the insured amount too low? But is this no more than 10% lower than the amount which you should have insured? If so, we will not reduce our compensation.
- Have you suffered damage or loss and is the claim amount lower than EUR 4,400.00 excluding VAT? If so, we will not reduce our compensation.
- Have you suffered damage or loss and is the claim amount higher than EUR 4,400.00 excluding VAT? If so, we will only reduce the portion of our compensation that exceeds EUR 4,400.00.

## 3. Transferability of the insured amounts

- What if we insure your *building* and the *household contents* at the same insured address?
- Is the insured amount for the *insured building* too high? And is the insured amount for the *insured household contents* too low? If so, you can transfer a portion of the insured amount for the *building* to the insured amount for *household contents*. We call this the transferability of the insured amounts.
- How do we do this?
  - We will calculate the correct amount which you should have insured for the *insured building*.
  - We will compare this to the amount which you have insured to derive the amount of over-insurance for your *building*.
  - To calculate the premium which you overpaid, we will apply to this amount the rate which we used to calculate the premium for the *insured building*.
  - To this premium we will apply the rate which we used to calculate the premium for the *insured household contents*.
  - We will add this amount to the insured amount for *household contents*.
- We will not use this calculation for an *incident* of theft. And the insured amount for the *building* is too high and the insured amount for *household contents* is too low.

## G. Our compensation will change with the ABEX index

Will the insured amounts under your policy change with the *ABEX index*? And what if the *ABEX index* changes during the normal period required to rebuild the *insured building*? Then we will change our compensation with the *ABEX index*.

### Example

The claim amount is EUR 100,000.

On the day of the incident the *ABEX index* is 875.

The period required to rebuild the insured building is eight months. During this period the *ABEX index* rises from 875 to 900.



So, we increase our compensation as follows:

- we multiply EUR 100,000 by 900;
- we divide the result by 875;
- the amount which we will then pay is EUR 102,857.14.

#### Note!

- What if we increase our compensation because the *ABEX index* changes? Then this increased amount cannot exceed 120% of the amount which we determined before the change in the *ABEX index*.
- The increased compensation cannot exceed the price which you must pay to rebuild the *insured building*.
- We will calculate the increase from the date of the *incident*.
- What if we have already paid for some of the damage or loss? Then we will reduce the increased compensation by the amount which we have already paid.

## H. The costs of the claims assessor

### 1. Who will determine the claim amount?

Have you suffered damage or loss insured under this policy? If so, our assessor will determine the claim amount.

You can always engage your own assessor. This must be a professional expert. This is someone who carries out assessments as his/her main activity. We call this person the counter-assessor.

The two assessors will together determine the claim amount.

- What if the two assessors agree? Then they together will determine the claim amount.
- What if the two assessors do not agree? Then you will have a choice between two options:
  - You can opt for a third assessor. In that case, the two assessors will appoint a third assessor. The three assessors will determine the definitive claim amount by majority vote.
  - You can opt to go to court. In that case, you will ask the court to appoint an assessor. We call this assessor the court-appointed assessor. The judge will then ask the court-appointed assessor for advice but will personally decide on the claim amount.

### 2. Who will pay the costs of the claims assessor?

We will pay the costs of our assessor.

Who will pay the costs of the other claims assessors depends on the choice you make.

For these claims assessors collectively we will never pay more than the costs set out in the table in Chapter 12, 'D. Additional costs, 1. Costs of the claims assessor'.

- What if you have engaged a counter-assessor? Then we will pay his/her costs.
- What if you have opted for a third assessor? Then we will advance the costs of the counter-assessor. We will also advance the costs of the third assessor. Following the assessment, the party judged to be in the wrong will pay the costs of both assessors.

This means that:

- you will pay these costs or
- we will pay these costs or
- you and we will pay a share of these costs to the extent that you and we are judged to be in the wrong.
- What if you have chosen to go to court and to request a court-appointed assessor? Then the judge will decide who must pay for the court-appointed assessor.

## Chapter 16. How do we pay for damage or loss?

### A. Advance payment

- If you have suffered damage or loss under the policy, we will pay you an advance. This advance will be no more than EUR 11,000.00.  
You will receive this amount to buy clothes urgently, for example, or to get something repaired urgently. For instance, you may need to seal the roof again after a *fire*.
- What if the assessor has determined the claim amount? Then we will calculate the total compensation. We will reduce this amount by the advance which we have already paid.
- What if the advance which you received was higher than the total amount? Then you must refund the overpayment to us.



## B. How much will we pay?

### 1. For the insured building

We will pay 100% of the compensation. We will pay this amount excluding VAT.

You will receive full compensation even if you do not repair the damaged *insured building* or if you buy another *building*.

We will only pay *non-recoverable VAT* if all the following terms and conditions have been met:

- the *insured building* has been repaired, rebuilt or replaced with another *building*. And you have paid VAT for this;
- you supply us with the invoices mentioning the VAT.

**Note!** Is the VAT amount which you paid higher than the VAT amount determined by the assessor? If so, we will pay no more than the VAT amount determined by the assessor.

We will pay registration fees if all the following terms and conditions have been met:

- The *insured building* has been replaced by purchasing another *building*. And you did not pay any VAT for this, but you did pay registration fees.
- You supply us with proof of payment of these registration fees.

**Note!** Is the amount of the registration fees which you paid higher than the VAT amount determined by the assessor? If so, we will pay no more than the VAT amount determined by the assessor.

### 2. For the insured household contents

We will pay 100% of the compensation, including *non-recoverable VAT*. You will receive full compensation even if you do not repair or replace the damaged *insured household contents*.

**Note!** This does not apply to the VAT which we must pay for your *motor vehicle*. You can read how much VAT we pay for your *motor vehicle* below.

### 3. For your motor vehicle

We will never pay more than EUR 60,000.00 excluding VAT for all *motor vehicles* collectively per *incident*.

#### 1. The motor vehicle can be repaired

We will have the damage appraised by an assessor. The assessor will determine whether the damage can be repaired and whether the repair costs are lower than the *sale value*.

- You have your vehicle repaired

We will pay:

- the amount determined by the assessor;
- no more than the *non-recoverable VAT* on the amount determined by the assessor;
- the VAT only if you supply us with the repair invoice.

**Note!** We will never pay more than the VAT amount on the repair invoice.

- You do not get your vehicle repaired but you buy a replacement vehicle

We will pay:

- the amount determined by the assessor;
- no more than the *non-recoverable VAT* on the amount determined by the assessor;
- the VAT only if you supply us with the purchase invoice for the replacement vehicle.

**Note!** We will never pay more than the *non-recoverable VAT* which you paid for the replacement vehicle.

- You do not get your vehicle repaired and you do not buy a replacement vehicle

We will pay the amount determined by the assessor.

**Note!** We will pay no VAT.

#### 2. The motor vehicle is a total loss

We will have the damage appraised by an assessor. The assessor will determine whether the *motor vehicle* is a total loss.

By a total loss we mean:

- the *motor vehicle* cannot be repaired, or
- the costs for repairing the *motor vehicle* are higher than the *sale value*.

- You buy a replacement vehicle

We will pay:

- the amount determined by the assessor;
- no more than the *non-recoverable VAT* on the amount determined by the assessor;



- the VAT only if you supply us with the purchase invoice for the replacement vehicle.  
**Note!** We will never pay more than the *non-recoverable* VAT which you paid for the replacement vehicle.
- we will reduce our compensation by the value of the wrecked vehicle.
- You do not buy a replacement vehicle  
We will pay the amount determined by the assessor. We will reduce this amount by the value of the wrecked vehicle.  
**Note!** We will pay no VAT.

#### VAT on the profit margin

What if the 'VAT on the profit margin' system was applied for the purchase of the replacement *motor vehicle*? Then the VAT will amount to 3.15% of the purchase amount.

#### C. When will we pay?

- What if we appoint an assessor? Then the assessment must be completed within 90 days after you have reported the *incident* to us.
- We will pay:
  - the extra costs for your temporary *replacement residence* and costs for other initial assistance within 15 days after you have supplied us with evidence of these costs;
  - the undisputed claim amount within 30 days after the parties have reached an agreement;
  - the disputed claim amount within 30 days after the parties have an agreement on this.  
This agreement must be in place within 90 days after you have informed us that you are appointing your own assessor.

These deadlines may be extended in the following situations:

- in the event of a *natural disaster* if the Minister of Economic Affairs decides to extend these deadlines;
- in the event of a *natural disaster*, we may also postpone payment if the compensation ceiling is almost reached. The payment period then starts as soon as we are aware of all *incidents* and we can calculate the proportional reduction of the compensation. By this we mean the working method described in Article 130 of the *Insurance Act (Wet betreffende de verzekeringen) of 4 April 2014*;
- on the day on which there is an agreement on the claim amount you have not satisfied all the obligations in this policy. The aforementioned time limits will not begin to run until you have met all the obligations;
- are you reporting an *incident* for the optional Theft and Vandalism insurance? Then we may wait to pay if we have requested permission to access the criminal file within 30 days of the assessment ending. What if you or the person whom we would have to pay are not being prosecuted? Then we will decide whether we will pay within 30 days of being given access to the criminal file;
- Are there suspicions that you caused the *incident* intentionally or that the person whom we must pay caused the *incident* intentionally? Then we may wait to pay if we have requested permission to access the criminal file within 30 days of the assessment ending. What if you or the person whom we would have to pay are not being prosecuted? Then we will decide whether we will pay within 30 days of being given access to the criminal file;
- if we inform you in writing why the assessment or determination of the damage or loss cannot be completed. The reason for this does not lie with us or our assessor;
- the compensation which we do not pay within the aforementioned time limits will automatically incur interest. This interest will be equal to twice the statutory interest rate. Interest will start being accrued from the day after the deadline expired until the day that we have paid you. We will not have to pay any interest if the delay is not our fault or that of our assessor.

#### D. Who will receive the payment?

- We will pay our compensation to the *policyholder*.
- What if the *insured building* or the *insured household contents* belong to another person? Or to you and another person? We will pay the entire compensation to the *policyholder*. The *policyholder* will have to pay to that other person the amount which is owing to that other person. This will be his/her responsibility. That other person cannot turn to us.
- What if we must pay under the basic Third-Party Liability Building insurance for *recourse by third parties* or for *recourse by tenants or users*? Then we will pay our compensation directly to the *third party*.

#### What if an insured building has a community of owners?

- What if there is damage or loss to the common parts of the *insured building*? Then we will pay the association of joint owners.



- What if there is damage or loss to a non-common part of the *insured building*? Then we will only pay the joint owner(s) whose part this is.

### E. From whom can we recover our compensation?

What if we pay for damage or loss? Then we will recover our compensation from the person who is liable for the damage or loss, his/her responsible person or his/her insurer.

What if we cannot recover our compensation? And this is because of you or a *legal successor*? Then we will recover our compensation from you or from this *legal successor*. This person will not pay back more than the disadvantage suffered by us as a result.

What if we do not pay for all your damage or loss? Then you yourself or your *legal successor* will be able to recover the difference from the person who caused the damage or loss. Your claim or that of a *legal successor* will always take priority over ours.

What if a *third party* caused the damage or loss? Then you must do nothing that causes us to have little or no chance of recovering our compensation from this *third party*.

We will not recover our compensation from any of the persons listed below:

- the *policyholder*;
- the *insured parties*;
- your lineal blood relatives (e.g. grandparents, parents, children and grandchildren), your lineal relatives by marriage (e.g. son-in-law or daughter-in-law) and your guests;
- the owner or the landlord who leases a *building* if the lease states that we cannot recover our compensation from the owner or landlord.

What if these persons caused the insured accident intentionally? Or what if they have liability insurance which pays for damage or loss in place of them? Then we can, however, recover our compensation from them.

### F. We will take your place

- Is a *third party* liable for the damage or loss? And have we paid you an advance or compensation? Then we will take your place. We can recover the compensation which we have paid to you from this *third party*.
- What if the court has awarded you litigation costs? Then we will be entitled to these litigation costs. The litigation costs are a fixed amount. That amount is part of the expenses and the fees of the lawyer of the person whom the court judges to be in the right.

## Chapter 17. Baloise Assistance

Baloise Insurance acts as the mandated insurer. Europ Assistance Belgium is the insurer and assistance provider mentioned below.

### A. How is Baloise Assistance useful?

Have you suffered damage or loss insured under your Home Protect policy? And do you need help? If so, you can contact Baloise Assistance. Baloise Assistance will help you, organise help for you or pay for help for you. You have no *deductible* to pay.

Information about the help you can receive and what you must do if you need help can be found below.

### B. Definitions

The terms in this chapter have the meanings set out in Chapter 2 in these General Conditions and in the Special Conditions. These terms are in *italics*.

To make the text easy to read, we have replaced Baloise Insurance and Europ Assistance with 'we'. If we write 'us' or 'our', we are also referring to Baloise Insurance and Europ Assistance.

### C. What must you do if you need our help?

Call or email us if you need help. Do so immediately or as soon as possible. We will help you or make sure you receive help. Telephone: +32 3 870 95 70.

Email: [assistance@baloise.be](mailto:assistance@baloise.be)

The services are available 24 hours a day, every day of the week.



What will happen if you use Baloise Assistance? You will not speak to anyone from Baloise Insurance. This is because Europ Assistance Belgium provides the assistance in Belgium for Baloise Insurance. Below you will find the technical details for Europ Assistance.

Europ Assistance Belgium, VAT BE 0738.431.009 RLP Brussels, Triomflaan 172, 1160 Brussels, Belgian branch of Europ Assistance SA, insurer under French law with registered office at 1, Promenade de la Bonnette in 92230 Gennevilliers, France (451 366 405 RCS Nanterre), recognised under code 0888 for branches 1, 9, 13, 16 and 18 under the supervision of the National Bank of Belgium, de Berlaimontlaan 14, 1000 Brussels.

Read the General Conditions carefully.

These General Conditions explain when we will provide help and what we will do, but also when we will not provide help. So please read them carefully.

If you have any questions, please contact QOVER SA.

### 1. What information must you give to us?

If you call or email us for help, you must give us the following information:

- the policy number of your Home Protect insurance;
- your name and address in Belgium;
- the phone number we can call to reach you;
- what the damage or loss is and how it was caused. And any other information that may be useful;
- Was a vehicle involved in the *incident*? And can that vehicle no longer be driven as a result? In that case, please also tell us the make and number plate of that vehicle.

### 2. What terms and conditions must you satisfy?

- Agree with our solutions.
- Answer any questions about the *incident* correctly.
- What if you have further insurance which may pay for the same damage or loss? Then you must tell us.
- You must keep any invoices, bills and receipts and supply these to us if we ask for them. If you do not do so, we will not be able to refund them.
- What if we have to pay for your return travel to Belgium from abroad under this insurance? Then provide us with the ticket which you could have used to travel back if you had not had to return sooner.

**Note!** What if something has been stolen? Then more terms and conditions apply!

- File a complaint with the police within 24 hours after you noticed the theft.
- Send us evidence that you have done so.
- Let us choose and organise the help which you must receive under this insurance.

### 3. What will happen if you do not comply with the terms and conditions?

- If you do not comply with the terms and conditions in point 2, we will organise less help or we will pay less for help. We may also recover from you the amount which we have paid you for help.
- What if you do not comply with the terms and conditions intentionally? Then we will not organise any help for you. Or we will recover from you all the costs which we have paid for you.
- What if you organise help without our permission? Then we will not pay for the help.

**Note!** What if you organise help without our permission because you cannot contact Baloise Assistance? Then we will, however, pay if we would have done so had you asked us for permission.

## D. What help can you receive?

You can receive the following help:

1. You can request information from our information service.
2. You can receive help for minor services or jobs.
3. You can receive help if your central heating system or your central boiler is not working.
4. You can receive help following damage or loss. This damage or loss must be insured under this policy.
5. You can receive help if you cannot open the lock on the *insured building*.
6. You can receive help in the event of an accident in the *insured building*.

**Note!** What if the help you receive is poor, or it comes too late, or you receive the wrong help? Then Baloise Assistance will not be responsible for this if:

- we cannot do anything about it;



- this is a case of force majeure.

What if you need our help after an *incident* at the insured address? What if, as a result, you have an accident in the *insured building* and also need our help for this? Then we will only pay once for the same help. We will pay for the help that costs the most.

### 1. Requesting information from our information service

You can call us 24 hours a day to request information. The telephone number is +32 3 870 95 70. We will do our best to answer you immediately. We can give you the following information:

- details of doctors, therapists or pharmacists. Or of their out-of-hours service.  
**Note!** What if you have an emergency? Or what if you are sick or injured? Then call the emergency services first.
- details of hospitals, clinics and ambulance services;
- details of public services such as the fire brigade and civil protection;
- details of professionals. You need these professionals to repair or maintain the *insured building* or the objects which you own, rent or use. You must contact these professionals yourself.

#### Note!

- We are not responsible for the quality of the individuals, organisations or events about whom or which you request information.
- We are not responsible for the quality of the work that is carried out.
- What if you have already received help from another person or organisation? Then we will not help you.
- What if you are engaged in an argument about something? Then we will not help you with this.
- We will not answer any commercial questions or any questions about money, such as taxes.
- We will not give advice about the price and quality of objects and services.
- What if you have difficult or complex questions? And what if we cannot answer you immediately? Then we will search for the answer and let you know as soon as possible.
- If you enlist the help of professionals, you will pay the costs. We will not refund them.

### 2. Help for minor services or jobs

What if you cannot find a repairer or tradesperson who can help you?

What if you would like us to put you in touch with a repairer or tradesperson? Then we will do this. The repairer or tradesperson will contact you. He/she will firstly produce an estimate for you of the work that he/she will do.

You will pay the repairer or tradesperson for all the costs of the minor services or jobs.

A few examples of minor services or jobs are provided below. You can contact us for these minor services and jobs.

#### 1. Home interior:

- You wish to replace a bulb but it is hard for you to reach.
- Your tap is leaking because its seal is broken.
- Your tree has fallen down and you would like it to be sawn into pieces.
- You wish to hang new curtains.
- You want to remove wallpaper from the hall.
- You want to move furniture.
- You have a furniture assembly kit and wish to assemble the furniture.
- You have other minor jobs to do.

#### 2. Surveillance and supervision services:

- You would like your pet (dog or cat) to be supervised.
- You are not at home because you have a family party at another address and you would like surveillance of the *insured building*.
- You are not at home because you are on holiday at another address and you would like surveillance of the *insured building*.

### 3. Help for your central heating system or your central boiler

Have you serviced your central heating system or central boiler regularly, but the central heating system or the central boiler has stopped working? And is an urgent repair required? We will send you a service provider to fix your central heating system or central boiler within 24 hours. If there are any leaks in the pipes, the service provider will try to seal them or to minimise the damage or loss caused by these leaks.

**Note!** The service provider will see to any urgent and necessary repairs.



You or the beneficiary must always pay for the final repairs.

We will never pay more than EUR 400.00, including taxes and costs, for the costs of urgent repairs, the hourly wage and the transport costs of the service provider, of which no more than EUR 100.00 including taxes and expenses for the costs for the parts.

Are the total costs greater than EUR 400.00 including taxes and costs? Then you or the beneficiary must pay the part exceeding EUR 400.00 yourself. Are the costs for the parts greater than EUR 100.00 including taxes and costs? Then you or the beneficiary must pay the part of these costs that exceeds EUR 100.00.

What if the service provider cannot perform the temporary repair within 24 hours?

Then we will provide a heater to ensure that there is warmth during the repairwork for a maximum period of five consecutive days.

**Note!** You or the beneficiary must personally pay the fuel or electricity costs.

Or we will provide for your stay in a hotel until the central heating system or the central boiler has been repaired. We will pay an amount of EUR 200.00 per night, including tax and expenses, for all residents collectively for no more than two nights.

#### 4. Help following damage or loss

Have you suffered damage or loss at the insured address? And is this damage or loss insured under this policy? If so, you can receive the help below.

##### 1. A replacement car

Have you suffered damage or loss to your car? And is the cause of the *incident* insured under this policy? If so, we will pay for a replacement car of class A or B. This is the classification of passenger cars which car rental companies use. We will pay for the replacement car under the following terms and conditions:

- the damaged car is a passenger car. This passenger car must belong to the *policyholder* or to someone who lives at home with him/her or it must belong to the company run by the *policyholder* or his/her partner.
- the car can no longer be driven due to the damage;
- you must adhere to:
  - the general terms and conditions of the rental company, such as the arrangements relating to the age of the driver, the security deposit or fines, and;
  - the local availability and the opening times of the rental company.

**Note!** We will pay for the replacement car until your damaged car has been repaired, subject to a maximum period of seven consecutive days. We will also pay for a taxi so that you can collect and return the replacement car.

##### 2. Ambulance to hospital

What if you have been injured, and the doctor or emergency services cannot treat you at the scene of the accident? Then the ambulance will take you to the nearest hospital.

We will pay for:

- your transport to the hospital;
- the journey back from the hospital to your home if you cannot travel home in a normal manner.

**Note!** We will only pay for the amount which you cannot get back from the health insurance fund.

##### 3. Help at home

What if you were injured during the *incident* and have to remain in hospital? Then we will pay for family assistance for you. By you we mean the *policyholder* or someone who lives at home with him/her. We will pay no more than EUR 250.00 for this, including tax and expenses.

##### 4. Taking urgent measures

Have you suffered damage or loss to the *insured building* or *insured household contents*? What if really urgent measures need to be taken to prevent any further damage or loss? For example, a protective panel may need to be installed for a smashed window following a theft. In that case, we will advise you on the measures you can take to limit the damage or loss. What if you yourself are unable to prevent the damage or loss from getting worse? Then we will organise the urgent measures. We will not be liable for any consequences of these measures. The person who implements the measures will be liable for them.



## 5. Moving the household contents

Have you suffered damage or loss and need to move the *insured household contents* to somewhere else? Is this to protect or store the *insured household contents*? Is this to prevent them from being stolen, for example? If so, we will do the following:

- either we will provide a rental car through a rental company in your area. This is a rental car for which you will need a B driving licence. We will pay the costs for the rental car. We will also pay the costs for Third-Party Liability, Comprehensive and Theft insurance for the rental car. We will not pay for fuel, customs duties or the costs of other insurance. We will pay no more than EUR 400.00, including tax and expenses. This amount covers both the transport from your home to somewhere else and the carriage of the *insured household contents* back to your home.
- or we will find a removal company that will move the *insured household contents*. We will pay no more than EUR 400.00, including tax and expenses. This amount covers both the transport from your home to somewhere else and the carriage of the *insured household contents* back to your home.

## 6. Surveillance

- Have you suffered damage or loss to the *insured building*? And can other people now easily get inside the *insured building*? If so, we will provide surveillance so that the *insured household contents* do not get stolen. We will pay the costs for this surveillance for a maximum of 72 hours.
- Have you suffered damage or loss insured under this policy? And is your alarm system no longer working as a result? And does this mean that the *insured building* and *insured household contents* are no longer secure? If so, we will ensure that a security company provides surveillance of the *insured building* and the *insured household contents*. We will pay for this surveillance for a maximum of 48 hours.

## 7. Cleaning service

We will provide a cleaning service for up to seven days to clean the damaged areas inside the *insured building*. We will pay the costs for the cleaning service up to a maximum of EUR 80.00 per day. This includes tax and expenses.

## 8. Minder for children or disabled persons

We will provide a minder for the people below if you yourself can no longer look after them and if there are no other adults living with you who can. We will do this for:

- your children under 16 years of age;
- sick people who live at home with you;
- disabled people who live at home with you.

We will pay:

- either for a minder who comes to your home;
- or the travel costs to and from a family member or host family in Belgium.

We will pay up to EUR 125.00 per day, including tax and expenses; And we will pay for no more than seven days.

## 9. Shelter for dogs and cats

What if you can no longer live in the *insured building* due to the damage or loss? And what if we will pay for a stay in a hotel under this policy? Then we will provide shelter for your dogs or cats if they cannot stay at the hotel. We will pay no more than EUR 125.00, including tax and expenses.

## 10. Returning home early

What if you are abroad when the damage or loss occurs? And what if it is essential that you return to Belgium? Then we will organise and pay for:

- your return journey to Belgium by train in 1st class or by plane. What if you want your family to travel with you? Then we will also organise and pay for their travel.
- What if you want to go back afterwards to the country you were in when the damage or loss occurred? Then we will also organise and pay for this journey. You must request this from us within eight days of your return to Belgium.  
**Note!** We will not organise or pay for your family who travelled with you to return to the country abroad.
- What if you have your own vehicle with you abroad? And what if you want that vehicle to be returned to Belgium? Then we will arrange a driver to drive your vehicle back. We will pay his/her salary and travel expenses. Anyone who was with you abroad may travel back with the driver. The following conditions apply:
  - you will not be going back to the country you were in when the damage or loss occurred;
  - the people who were with you abroad are unable to drive the vehicle back.



## 11. Sending urgent messages

Do you need to send messages about the *incident*? Then we will do that for you. It makes no difference which country we must send messages to. The following conditions apply:

- the message is urgent;
- the message complies with Belgian and international legislation.

## 12. Finding a hotel room

- Have you suffered serious damage or loss to your home? If so, we will find a hotel room for you close to the *insured building*. Or we will help you find somewhere else where you can stay temporarily until the repairs have been completed.
- We will pay for the cost of your travel to this hotel or to the other place where you can stay. We will only do this if you do not have a *motor vehicle* to travel with.

## 5. If you cannot enter the insured building

Can you no longer enter the *insured building* because

- you have lost your keys;
- your keys have been stolen;
- the key is still on the inside of the door;
- the lock has been damaged by a *third party*.

Then we will make sure that a locksmith opens the door. And that he/she replaces the lock if necessary. You must prove to the locksmith that you are a resident of the *insured building*.

What if you live in an apartment? And what if you cannot enter the apartment building and also your own apartment? Then we will only pay the costs for opening the door of your own apartment or, if necessary, the cost for replacing the lock.

**Note!** We will pay no more than EUR 300.00 for these costs, including tax and expenses, per *incident* per year. What if you did not ask us to help you at the time of the *incident*? Then we will not pay for these costs.

## 6. Help in the event of an accident in the insured building

By an accident we mean a sudden event which causes injuries. The accident is not due to a health condition which the victim has. For example, a heart attack or epilepsy is not an accident.

**Note!** We do, however, regard the following health conditions as an accident:

- a condition which was caused by an accident that is insured under this policy;
- a condition which was caused when you tried to rescue something or someone during an accident. And that accident is insured under this policy;
- poisoning or asphyxiation. And you did not voluntarily ingest the product which caused that;
- dislocation, muscle tear or muscle strain. And this is because you suddenly had to exert force;
- burns.

What if you need our help after an *incident* at the insured address? What if, as a result, you have an accident in the *insured building* and also need our help for this? Then we will only pay once for the same help. We will pay for the help that costs the most.

## What help will you receive in the event of an accident?

What if there has been an accident in the *insured building* and you have been injured? Then you can receive the following help:

### 1. Ambulance to hospital

What if the doctor or emergency services cannot treat you at the scene of the accident? Then an ambulance will take you to the nearest hospital. We will pay for:

- your transport to the hospital;
- the journey back from the hospital to your home if you cannot travel home in a normal manner.

**Note!** We will only pay for the amount which you cannot get back from the health insurance fund.

### 2. Minder for children

What if you were injured during the *incident* and have to remain in hospital for more than 24 hours? Then we will provide a minder for a maximum of seven days for the people below if you can no longer look after them yourself and if there are no other adults living with you who can. We will do this for:



- your children under 16 years of age;
- sick people who live at home with you;
- disabled people who live at home with you.

We will pay:

- either for a minder who comes to your home. We will pay up to EUR 125.00 per day, including tax and expenses;
- or the travel costs to and from a family member or host family in Belgium.

### 3. Shelter for dogs and cats

What if you have to stay in hospital for 24 hours or more? And what if your partner or your children cannot look after your dogs and cats? Then we will arrange shelter for your dogs or cats. We will pay no more than EUR 125.00. This amount includes tax and expenses.

### 4. Help at home

What if a doctor has determined that you must spend seven days or more in hospital? And do you have children under the age of 16 who live with you? Then we will arrange domestic help for up to seven days. We will pay up to EUR 80.00 per day for the cost of this domestic help, including tax and expenses.

#### When will you not receive help?

You will not receive any help in the following situations:

- You have suffered damage or loss at an address other than the insured address stated in the Special Conditions.
- You have suffered damage or loss at an address not located in Belgium.
- You have suffered damage or loss due to a *natural disaster*.
- You have suffered damage or loss which is insured under the basic Fire and Other insurance, point 14 Damage or loss due to terrorism.

**Note! The invoices which are sent to you must also be paid by you. After that, you can ask Baloise Insurance to refund these invoices to you. Europ Assistance cannot confirm that these costs will or will not be refunded.**

#### E. From whom can we recover our compensation?

Is a *third party* liable for the *incident*? If so, we will recover our compensation from the *third party* who is liable for the damage or loss.

We will not recover our compensation from any of the persons listed below:

- the *policyholder*;
- the *insured parties*;
- your lineal blood relatives (e.g. grandparents, parents, children and grandchildren), your lineal relatives by marriage (e.g. son-in-law or daughter-in-law) and your guests.

What if these persons caused the *incident* intentionally? Or what if they have insurance for their liability which pays for the damage or loss in place of them? Then we can, however, recover our compensation.

#### Acknowledgement of debt

You must reimburse us within a month for the costs which we have paid as an advance for services which are not insured by the policy.

#### F. What damage or loss do we never pay for?

We never pay for:

- *buildings* and *household contents* located outside Belgium;
- the service provider's costs if the service provider does not have access to the *building* at the agreed time. The *policyholder* will have to pay the additional costs;
- costs due to *wear and tear* or due to normally expected ageing. For example, we assume that a boiler will last for 15 years. An electrical installation will last for 35 years and pipes to and from the central heating system or to and from the central boiler will last for 40 years;
- costs for an *incident* which you or the beneficiary have caused intentionally;
- costs due to a lack of maintenance of the *building* and of the installations which are permanently secured to the *building* or the land;
- costs for installations which are permanently secured to the *building* or the land but do not meet the legal requirements;



- costs for damage or loss or costs for temporary repairs which you or the beneficiary already knew about before the policy commenced;
- costs due to damage or loss caused by the police or army, costs due to war, *terrorism* or strikes;
- costs due to storm damage or damage or loss due to *earthquakes*, volcanic eruptions, tidal waves or any other *natural disaster*;
- costs for damage or loss due to radiation or nuclear energy;
- costs for damage or loss due to pollution;
- costs for damage or loss due to interruption or cut-off of the gas supply, electricity supply or water supply before the meter belonging to the home;
- costs for damage or loss due to a lack of fuel oil or an empty gas cylinder;
- costs for damage or loss to the common parts of *buildings* which consist of several homes;
- costs for damage or loss to the common installations which are permanently secured to the *buildings*, and these *buildings* consist of several homes;
- costs for final repairs;
- costs for damage or loss caused by a malfunction or defect in an electronic circuit, an integrated circuit, a microchip, a microprocessor, hardware, *software*, a *computer*, a telecommunications device or similar systems;
- costs for damage or loss to solar panels;
- costs for damage or loss to premises intended for commercial activities.

## G. Complaints

Every day we do our best to provide you with the best possible service.

Are you not completely satisfied or do you have a comment? Letting us know will help us to improve our services further and to assist you.

Contrary to what we write in the Administrative Provisions of the General Conditions, you must send any complaints about the Baloise Assistance service by letter to Europ Assistance Belgium for the attention of the Complaints Officer, Triomflaan 172, 1160 Brussels, Belgium, or send an email to [complaints@europ-assistance.be](mailto:complaints@europ-assistance.be) or call +32 (0)2 541 90 48 from Monday to Thursday, from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

If this does not provide a solution, you can contact: Insurance Ombudsman, de MeeÛsquare 35, 1000 Brussels, Belgium – Tel. +32 (0)2 547 58 71 – Fax +32 (0)2 547 59 75 – [www.ombudsman.as](http://www.ombudsman.as). Of course, you shall also reserve the right to go to court.

### Protection of privacy

Europ Assistance will process your data in accordance with national and European regulations and directives. You can read all about the processing of your personal data in our Privacy Policy. This can be found in Dutch or French at [www.europ-assistance.be/nl/privacy](http://www.europ-assistance.be/nl/privacy). This Privacy Policy includes the following information:

- contact details for the Data Protection Officer (DPO);
- the objectives of the processing of your personal data;
- the legitimate interests for the processing of your personal data;
- the *third parties* who may receive your personal data;
- the duration of storage of your personal data;
- the description of your rights relating to your personal data;
- the possibility of filing a complaint about the processing of your personal data.

## Chapter 18. Determining the premium

We will calculate the premium using the information which we receive from you:

- the description of the *insured building* or of the *insured household contents*. For example: Is it a house or an apartment? Where is the *insured building* located? How much is the *insured building* or are the *insured household contents* worth? etc.
- the information relating to the *policyholder*. For example: Is he/she the owner, tenant, landlord or usufructuary? etc.
- the facts or circumstances which you communicate to us. For example: have there been any previous *incidents*? etc.

We will use this information and our segmentation criteria, which you will find in Dutch and French at [www.baloise.be](http://www.baloise.be) under 'Your legal protection' (Uw wettelijke bescherming), to determine the agreements which we will make with you as well as the premium amount. These are stated in the Special Conditions which you receive from us. We will charge tax and expenses on top of the premium.



Baloise Belgium nv – Insurance company with code no. 0096 – Baloise Insurance is the trade name of Baloise Belgium nv.  
Registered office: City Link, Posthofbrug 16, 2600 Antwerpen, Belgium – Tel.: +32 3 247 21 11 – Branch: Koning Albert II-laan 19, 1210 Brussel, Belgium – Tel.: +32 2 773 03 11  
info@baloise.be – www.baloise.be – LPR Antwerpen, division Antwerpen – CBE (VAT BE) 0400.048.883 – IBAN: BE31 4100 0007 1155 – BIC: KREDBEBB

# **Home Protect**

## Part 2. Legal Assistance Building

# Building Legal Assistance

## General Conditions

Insurance Law (Wet betreffende de verzekeringen) of 4 April 2014

0463-0989R0000.04-01102024



## Introduction

To make the text easy to read, we have replaced Euromex nv with “we”. If we write “us” or “our”, we are also referring to Euromex nv.

If we write “you”, we are referring in these General Conditions to the insured party. Chapter 3 explains who the insured party is. Want to know more about us? Then take a look at our website, [www.euromex.be](http://www.euromex.be). This will give you a good idea of who we are, what we stand for and what products and services we offer.

### The General Conditions for Euromex nv Building Legal Assistance

These are the General Conditions that go with your Euromex nv Building Legal Assistance. It is important that you read these General Conditions carefully. Also read all the other documents that belong with the policy.

Do you have any questions about your policy? If so, contact your *broker*.

### Euromex and Baloise Insurance

This insurance is provided by Euromex nv. Euromex nv is the commercial name of the Europese Maatschappij voor Schaderegeling en Expertise nv, Generaal Lemanstraat 82-92, 2600 Berchem, Belgium, an insurance company licensed under code number 0463, Antwerp Register of Legal Persons, Division of Antwerp, VAT BE 0404.493.859.

Euromex nv gives Baloise Insurance permission to offer this insurance to you, take out the policy with you, change the policy, stop it temporarily or stop it altogether and collect the premium.

#### The claims are handled entirely independently by Euromex nv.

Baloise Insurance is the trade name of Baloise Belgium nv, City Link, Posthofbrug 16, 2600 Antwerp, Belgium, an insurance company authorised under code number 0096, Antwerp Register of Legal Persons, Division of Antwerp, VAT BE 0400.048.883.

### What conditions apply to the insurance?

The conditions below apply to this insurance that you take out together with Baloise Insurance. We refer to all these conditions collectively as the policy.

1. Baloise Insurance Special Conditions.
2. General Conditions of Building insurance.

The order of the terms and conditions is important. What if the arrangements in these documents differ? Then the agreements in the Special Conditions will take priority over the agreements in the Building Legal Assistance General Conditions.

## Contents

Chapter 1.	For whom is this insurance useful? .....	4
Chapter 2.	Definitions .....	5
Chapter 3.	Who is insured? .....	6
Chapter 4.	What property is insured? .....	7
Chapter 5.	What are you insured for? For what amount? Where are you insured? .....	8
	A. Criminal Defence .....	8
	B. Civil Recourse.....	8
	C. Accidental damage during the execution of the contract.....	8
	D. Damage or Loss Estimate Assistance .....	9
	E. Contractual Disputes with Fire Insurer.....	9
	F. Advance of the claim amount .....	9
	G. Advance of the third-party liability exemption and advance of the discharge .....	9
	H. Contradictory Topographical Survey .....	9
	I. Research Costs .....	9
	J. The counterparty cannot pay the amount of the claim.....	9
Chapter 6.	What agreements do we make with each other?.....	10
Chapter 7.	What can we do for you? .....	11
Chapter 8.	What are you not insured for? .....	12
Chapter 9.	You may choose a lawyer or expert yourself.....	13
Chapter 10.	When does this insurance start? .....	14
Chapter 11.	When will the insurance end?.....	15
Chapter 12.	When do you pay the insurance premium? .....	16
Chapter 13.	What if you have a complaint?.....	17
Chapter 14.	Your privacy.....	18
Chapter 15.	Do you have questions about the insurance? Or would you like to give us information?.....	19

## Chapter 1. For whom is this insurance useful?

Building Legal Assistance insurance is an insurance policy with which you can obtain legal assistance. Do you have a legal conflict related to the use of an insured property? For example, must a counterparty or his or her insurer settle your claim? Then we will help you. Is an expert useful? Then we will pay the expert. Can we not resolve the matter amicably, and are *judicial proceedings, arbitration proceedings or administrative proceedings* necessary? Or do you have to appear before a criminal court? Then we will pay your lawyer.

Read the General Conditions carefully.

These General Conditions state when we will help you and what costs we will pay. And also when we will not help you and when we will not pay the costs. So please read them carefully.

Do you have any questions? If so, contact your *broker*.

Read the Special Conditions carefully as well.

This states the insured immovable property. What if we have made additional arrangements with you? Then these will also be mentioned in the Special Conditions. So please read them carefully.

Do you have any questions? If so, contact your *broker*.

### What is an incident?

An incident is an event whereby you can receive legal help and advice from us and we can pay certain costs. An event is an incident when you know or should know that you have a conflict with someone else about the event.

For example, must the counterparty or his or her insurer settle your claim for the incident? Then there is an incident at the time you discover the damage. Do you have to go to a criminal court? Then there is an incident at the time you committed the infringements.

Are you being sued for damages? Then there is an incident as soon as you are sued. Do you have an agreement or arrangement with the counterparty? Then there is an incident as soon as it is established that a contracting party does not fulfil an obligation.

If we can prove that you knew about the event before taking out this insurance, which means you need legal help and advice, or should reasonably have known about it, then no cover will be provided.

## Chapter 2. Definitions

The terms below have the following meanings in these General Conditions and in the Special Conditions. We have written these terms and their meanings here to prevent any misunderstandings. These terms are in italics.

### **Administrative procedure**

This is a procedure against a government decision.

### **Arbitration/arbitration procedure**

This is a procedure that is conducted without the intervention of a judge. The parties agree through a contract that a third person who is not a judge may make a final decision on their conflict. This third person is called an arbitrator.

### **Broker**

This is the person who helps you take out insurance, advises you on the insurance and assists you in any claim settlement.

### **Consumer**

Any natural person acting for purposes which are outside his or her trade, business, craft or professional activity.

### **Another recognised form of out-of-court dispute resolution**

This is a way to resolve your conflict outside court through an independent institution set up for each branch/sector. Sometimes their decisions are final; sometimes just consultative or conciliatory. They usually bear the name of the conciliation committee or dispute committee.

### **Legal proceedings**

This is a procedure in which a conflict is presented to a judge. The judge decides who gets a fine, who doesn't get a fine, who has to pay, who doesn't have to pay, who doesn't receive compensation and who does receive compensation. The judge can also decide that one of the parties must do something or must no longer do something.

### **Principal maturity date**

This is the date on which your insurance is renewed annually, unless you or we have cancelled the insurance. An example. If you do not choose a principal maturity date, your insurance will be renewed exactly one year after the commencement date. We can arrange an insurance policy with you that is shorter than one year and does not renew automatically.

### **Household contents**

Movable goods intended for private use, with the exception of motor vehicles subject to compulsory liability insurance.

### **Costs of registration**

This is a tax that the Belgian State requires for the registration of a judgement or a ruling involving an amount exceeding EUR 12,500. The losing party must then pay a tax of 3% on the amount of the judgement to the Belgian State.

### **Litigation costs**

The litigation costs are a fixed amount. That amount compensates part of the expenses and the fees of the lawyer of the person whom the court judges to be in the right.

### **Urgent and emergency measures**

If you do not do it immediately, it is definitely too late and there is a risk of a greater disadvantage.

### **Implementation procedure**

If the counterparty does not voluntarily do what the court has decided, then the counterparty can be compelled to do so through an implementation procedure. In this procedure, a bailiff will seize the counterparty's goods or wages so that the counterparty must do what the judge has said. If the other party does not do that, his or her goods are sold or he or she does not receive a part of his or her salary. With the money from the sale of his or her goods or with the part of the salary that he or she does not receive, your loss will be compensated.

## Chapter 3. Who is insured?

The persons who are insured are listed below. These are called the insured parties. In this policy, we refer to these people as “you”.

If the policyholder is a **legal person**:

- The policyholder.
- The partners, managers, directors, business managers and companies referred to in the Special Conditions.

If the policyholder is a **natural person**:

- The policyholder.
- Family members who usually live with the policyholder as a family.

They are also insured, if and insofar as their interests do not conflict with those of the policyholder:

- The owner of the insured items.

The assignees of the aforementioned insured persons are also insured. These are the persons who, according to the law, must receive the rights, debts, money and also goods from the insured person when he or she dies. For them, the insurance only applies as assignees. The insurance does not apply to their own damage. Do the assignees have a different interest from the persons listed above? This insurance does not apply to them.

If the insured risk is a joint ownership, an individual owner can take advantage of the “Damage Estimate Assistance” and the “Contractual Disputes fire insurer” cover insofar as it does not only concern damage to the *contents*.

## Chapter 4. What property is insured?

The immovable property described in the special conditions of Baloise Insurance and the *contents* of such immovable property.

## Chapter 5. What are you insured for? For what amount? Where are you insured?

The table shows where and for what you are insured if it concerns an insured immovable property and an insured incident. And the maximum amount we will pay.

We will pay a maximum of the amount stated below per incident. Is more than one person entitled to an amount of the insurance? Then the policyholder first receives his or her money. If there is anything left, it is for the people who live with him or her. And if there is still anything left, it is for the other insured parties.

	What extra insurance do you have?	For what amount?	Where?
A.	Criminal Defence	EUR 50,000	The countries where the "Fire" cover was acquired from Baloise Insurance
B.	Civil Recourse	EUR 50,000	
C.	Accidental damage during the execution of the contract	EUR 20,000	
D.	Damage or Loss Estimate Assistance	EUR 50,000	
E.	Contractual Disputes with Fire Insurer	EUR 50,000	
F.	Advance of the claim amount	EUR 50,000	
G.	Advance of the third-party liability exemption and advance of the discharge	EUR 50,000	
H.	Contradictory Topographical Survey	EUR 500	
I.	Research Costs	EUR 1,500	
J.	The counterparty cannot pay the amount of the claim	EUR 15,000	

(\*) also acquired for Andorra, Monaco, San Marino, Vatican City, United Kingdom and Switzerland.

### A. Criminal Defence

The defence of an insured party who must appear in an investigating court or criminal court due to unintentional violations.

If you are only summoned to appear as a civilly responsible party, the guarantee is not acquired if the main defendant is prosecuted for intentional violations.

If you are required to appear for intentional infringement, your defence costs will be reimbursed provided you are finally acquitted or dismissed from prosecution for reasons other than the statute of limitations or procedural error.

This also applies if you are required to appear as a responsible civilian when the main accused is being prosecuted for intentional infringements.

The alleged offence must have taken place after the guarantee commenced.

### B. Civil Recourse

We claim compensation for your damage caused by a third party with whom you are not in a contractual relationship, and who also does not act as an agent or subcontractor for a third party with whom you are in a contractual relationship.

The recoverable damage relates to material damage caused by and after the damage, destruction or loss of the insured item.

If your damage is caused by defects to a neighbouring property and there is a risk of continuous damage because the third party does not voluntarily remedy these defects, we will compel them to do so, if necessary in court.

This part of the cover is not acquired if the cause of your damage results from plants on the adjacent estate.

For damage or loss due to demolition, construction and infrastructure works in the immediate vicinity of the insured building, the guarantee is only acquired for incidents which occur no earlier than 12 months after the commencement date or end of a suspension of the guarantee.

### C. Accidental damage during the execution of the contract

We claim compensation for your accidental damage caused by a third party with whom you have a contractual relationship. We also do this for the accidental damage caused by the executing agent or subcontractor of a third party with whom you have a contractual relationship.

By accidental damage, we mean material damage to one's own movable and immovable property on which no direct work is carried out or to which the service does not relate and which is not the subject of the contract.  
The recoverable damage relates to material damage caused by and after the damage, destruction or loss of the insured item.  
We also claim compensation for loss of use or enjoyment resulting from this material damage.

#### **D. Damage or Loss Estimate Assistance**

Following damage or loss guaranteed by the fire insurer, Euromex will pay the expenses and fees of the expert appointed by the insured party if the involvement of this expert is appropriate in view of the extent of the damage or loss and if the "Expert Assessment Costs" guarantee is not included in the fire policy.

Euromex will pay the assessment costs which remain payable by the insured party by law following a dispute over the scale of the damage or loss and which the insured party cannot (sufficiently) recover under the "Expert Assessment Costs" guarantee in the fire policy.

#### **E. Contractual Disputes with Fire Insurer**

We will assist you if the insurer has a contractual dispute regarding the application of the conditions of the fire policy, regardless of the cover or the substance of this fire policy. The guarantee is not acquired in the event of a dispute in connection with the size of an insurance premium or the obligation to pay it.

#### **F. Advance of the claim amount**

We will advance the compensation for material damage to the extent that an agreement has been reached with the identified responsible third party or the insurer of this third party regarding the estimate of this damage. The advance can be requested once the liability of the third party has been established. The guarantee is not acquired in the event of vandalism, theft, stealing for temporary use, burglary or attempted burglary.

The advance can be claimed back, as a priority, against any provisional or definitive compensation owed by the third party, the third party's insurer or any other legal or natural person or authority.

By paying or advancing it, we are asserting your rights for this amount and your legal claim against the liable third party.

#### **G. Advance of the third-party liability exemption and advance of the discharge**

We will advance the amount if you supply us with the original signed compensation receipt from an insurer or a claims representative authorised by an insurer.

As soon as the third-party liability insurer of the third party issues compensation for the damage or loss, we will pay the excess that has yet to be paid by this third party.

By paying or advancing it, we are asserting your rights for this amount and your legal claim against the liable third party.

#### **H. Contradictory Topographical Survey**

If a third party with whom you do not have a contractual relationship wishes to carry out major work in the vicinity of the insured building, you can arrange for a contradictory topographical survey of the insured building if necessary. The administrative approval required for such work must have been granted at least six months after the commencement of the guarantee.

#### **I. Research Costs**

The costs for research into the cause of an incident, carried out with a view to compensation from the fire insurer, will be paid by us if it subsequently transpires that it is not an insured incident according to the terms and conditions of the fire insurer.

#### **J. The counterparty cannot pay the amount of the claim**

If an incident guaranteed under the "Civil Recourse" guarantee is caused by an identified third party whose place of domicile is known and whose liability is established but who is insolvent, we will pay the compensation for the non-contestable material damage.

The guarantee is not acquired if the compensation payable is the result of intentional offences or violence against property or assets. The guarantee limits will be reduced by the amounts which have been paid or can be claimed from other (legal) persons or institutions.

We must pursue an insolvent party no longer than three years after a judgement. We are also not obliged to enforce a judgement in a country where the guarantee does not apply. If the insured party or the lawyer may suspect that the third party is insolvent, no enforcement measures will be taken without consulting with us beforehand.

## Chapter 6. What agreements do we make with each other?

Have you had an incident? Then the agreements listed below apply.

- You will let us know as soon as possible. You can do so by sending an email to [schadebeheer@euromex.be](mailto:schadebeheer@euromex.be). This can be done by post at the address Generaal Lemanstraat 82-92, 2600 Berchem. You give us all the information about the incident.
  - Be sure to send us as soon as possible:
    - all proofs of damage.
    - all letters you receive from the Public Prosecution Service and the court.
    - all other letters and documents you receive about the incident.
- State your claim file number. If you do not yet have a claim file number, please state your policy number.
- Let us know what solution you want.
  - We will first try to settle the claim with the counterparty or his or her insurer. So without lawyers and judges. You fully cooperate. What will happen if you don't? For example, have you not filed a declaration on time, or have you not provided us with all the necessary information? Or have you immediately hired a lawyer? And can we therefore no longer settle the damage with the counterparty? Then you pay the costs and fees of the lawyer yourself.
  - We inform you of your rights. And about the way in which we help you.
  - Is the assistance of an expert useful or necessary? Then you may choose that expert yourself.
  - Has a doctor asked you to come for an examination, for example, the doctor of the counterparty's insurer or the doctor appointed by the judge? Then it is important that you go to that examination.
  - Can we not settle the claim with the counterparty? Then you can choose your own lawyer. This also applies if you need to go to a criminal court.
  - Are you and the counterparty both insured with us, and does the counterparty also appeal to us? Then you can immediately choose your own lawyer. This does not apply if:
    - you and the counterparty agree on who is at fault for the accident;
    - the counterparty is a vulnerable road user and only has injuries and damage to the clothing. A vulnerable road user is a pedestrian, a cyclist, a wheelchair user, a passenger or another person who has extra protection in Belgium if he or she is the victim of a traffic accident.

## Chapter 7. What can we do for you?

Do you have an insured incident with an insured vehicle and have you complied with our agreements? Then we will do what is stated below.

- We will pay the costs of the investigation into your damage by an expert. This expert may be a vehicle assessor, consulting physician, a consulting dentist or a traffic expert.
- We will pay the costs and fees of a bailiff.
- We will pay the costs and fees of a lawyer.
- We will pay the costs and fees of an *intermediary*. For the purposes of this chapter only, we mean by this an impartial and neutral person who intervenes as a third party and not as a lawyer or judge. He or she tries to restore the conversation between the parties by listening and ensuring that communication between the parties takes place with respect. To do so, he or she must have completed a special training course in “dispute mediation” in addition to higher education.
- We will pay the costs of an *implementation procedure*. We will try to obtain money from a non-paying counterparty for up to three years after the court’s decision becomes enforceable. Can you or your lawyer suspect that the counterparty cannot pay? Then you or your lawyer may not do anything without consulting us beforehand.
- We will pay the *litigation costs* that the court has ordered you to pay to the counterparty. We will not pay these costs if the counterparty must receive them from your Third-Party Liability insurer.
- We will pay the costs for *arbitration* or for a *recognised form of out-of-court dispute resolution*.
- Does the court require you to translate documents that are needed in the lawsuit? Then we will pay for the costs of the translation.
- Do you have to appear in person at the request of a foreign court? Then we will pay the justified costs for your travel and accommodation.

We will pay these costs if they are reasonable. We will also pay the VAT if you cannot recover it from the tax authorities. We will not pay these costs if the counterparty has to pay these costs. Has the counterparty reimbursed you for costs that we have previously advanced? Or have you received *litigation costs*? Then you must repay these amounts to us.

We will not pay the *costs of registration*.

## Chapter 8. What are you not insured for?

Below is what you are not insured for or when you are not insured.

- compensation for damages and interest that the court orders you to pay.
- criminal and administrative fines, contributions, penalties and settlements with the Public Prosecutor (Openbaar Ministerie).
- court costs in criminal cases.
- incidents that arise in connection with war or during revolt, collective industrial action, or political or civil unrest, in which the insured party himself/herself participated.
- incidents directly or indirectly caused by the properties or functioning of nuclear products, fissile material, radioactive or ionising products and by radiation exposure.
- disputes with Euromex NV.
- proceedings before the Court of Cassation (Hof van Cassatie) if the principal value of the dispute is less than EUR 1,250.
- proceedings before the Constitutional Court (Grondwettelijk Hof) or an international or supranational court.
- defence of interests which conflict with those of the policyholder.
- defence of third-party interests or of interests transferred to an insured party by renunciation of disputed rights or conventional subrogation.
- criminal defence when it comes to crimes or correctional crimes, even if you are acquitted.
- a claim against another insured party unless the claim can also be directed against his/her third-party liability insurer and he/she does not oppose this.
- civil recourse for damage or loss caused by soil contamination, environmental pollution, nuisance to the neighbourhood and environment (such as noise, odour, dust, waves and radiation) and loss of visibility, air or light.
- disputes of a contractual nature, unless explicitly stated as guaranteed.
- civil recourse for damage or loss which is the consequence of a natural disaster, including flooding.
- disputes relating to property rights, such as ownership rights, usufruct, easements, demarcation, right of exit and drainage, common walls, distance between buildings, light and views. However, involuntary damage to a common wall remains guaranteed.
- expenses or fees paid by the insured party or which he/she has committed to pay before declaring the incident or without Euromex's agreement, unless these relate to protective or urgent measures.
- disputes regarding the construction, renovation or further finishing of a building, when you are the principal and a legal permit and/or the intervention of an architect is or was required for these works.

## Chapter 9. You may choose a lawyer or expert yourself

Is it not possible for us to resolve the conflict amicably? And must *judicial proceedings, arbitration proceedings or administrative proceedings* be initiated? Or do you opt for *another recognised form of out-of-court dispute resolution*? Then we will pay the lawyer, the expert or any person who may assist you according to the law.

Then you may choose the lawyer, expert or adviser.

- Are you choosing a lawyer, expert or adviser from a country other than the country in which the lawsuit is filed? Then we only pay the normal costs of a lawyer, expert or adviser in the country of the lawsuit.
- Do you and your lawyer, your expert or adviser make agreements with each other? Then you must inform us about this. You may never make agreements as to fees and costs.

The expert you choose must have sufficient qualifications. These qualifications are provided by law.

We will pay the costs and fees of up to one lawyer, one expert and one adviser.

Are you choosing a new lawyer, a new expert or a new adviser? Then we will also pay the costs and fees of the new lawyer, the new expert or the new adviser. We will not pay the extra costs and fees arising from this change, for example, the opening of a file and the re-examination of all documents. We will pay these extra costs because of this change if there was nothing you could do about having to choose a new lawyer, expert or adviser.

**Note!** We are not the client of your lawyer, expert or adviser.

You are the client of your lawyer, expert or adviser. The lawyer, expert or adviser will not have any direct claim against us. We will only pay the costs and fees of your lawyer, expert or adviser if you comply with the rules set out below.

- If we ask you to do so, you must recover the costs and fees of your lawyer, expert or adviser from the person or organisation with whom/which you have a conflict.
- Your lawyer, expert or adviser will send the invoices to Euromex. He or she will put your name and address on the invoice.
- Are you making agreements with your lawyer, expert or adviser about costs and fees? You will need our prior consent.
- Would you like to pay the invoice from your lawyer, expert or adviser? Then you also need our prior consent for this.

Do we disagree with the amount of the costs and fees stated on the invoices? Then we will let your lawyer, expert or adviser know. We may also contact the Bar Association or the professional association of your expert.

Have you received a summons from your lawyer, expert or adviser that we did not pay in full because we do not agree with the amount of the costs and fees? Then you will be defended by our lawyer, who will be paid by us. We will also pay the legal costs.

### Conflict of interests?

Do you and we have conflicting interests? Or are you and the counterparty both insured with us and do you and the counterparty disagree? Then you may immediately choose a lawyer to defend your interests.

### What if you have a difference of opinion with us?

Do you disagree with how we settled your case? Then you may seek advice on the matter from a lawyer of your choice.

- Does that lawyer agree with you? Then we will pay his or her costs and fees for the advice and for the lawsuit against the counterparty.
- Does that lawyer agree with us? Then we pay half of his or her costs and fees for the advice. You have to pay the other half yourself.
- Does that lawyer agree with us and do you start a lawsuit anyway? Then you must inform us. Did you achieve a better outcome in that lawsuit than we achieved? Then we will still pay your lawyer's justified costs and fees for that lawsuit against the counterparty.

This procedure does not apply if you have a difference of opinion with the expert you have chosen. This may concern a technical determination, the estimate of the damage and the costs of repairing it. Euromex cannot be obligated to go further than the settlement advice of the expert appointed at your request. If you do ultimately achieve a better result than your expert's settlement advice, you will still receive a reimbursement of the justified costs and fees.

## Chapter 10. When does this insurance start?

The insurance will only commence once you have paid the first premium. What if the Special Conditions specify a date after that day? Then the date in the Special Conditions will apply.

We know that you will need some time to pay, so you will start enjoying the insurance from the moment that you take it out. This will apply until we have to remind you that you have yet to pay. Or your *intermediary* informs us that you have not paid the premium yet.

## Chapter 11. When will the insurance end?

The insurance will last for a year. If you or we do not cancel the insurance, the insurance will then continue for a further year.

### How can you cancel the insurance?

Below you can see when you can cancel the insurance.

- You may cancel the insurance on the principal maturity date. You must inform us of this at least 2 months before the principal maturity date.
- If you as the policyholder are a consumer, you may cancel the insurance at any time once the insurance has been in effect for at least one year. For this shortened cancellation, you need to take into account a notice period of 2 months from the day of service or receipt or the day following the sending of the registered letter. You can do so by registered letter, by bailiff's writ or by delivery of the cancellation letter against proof of receipt. You can also ask your intermediary or your new insurer to do this on your behalf.
- You can also stop the insurance after each incident has been reported. You must notify us within one month of our payment or our refusal to intervene.
- We may increase the insurance premium and change the conditions of the insurance. If we do that? Then you may cancel the insurance within 3 months of being notified of this change.
- If the risk decreases and we do not agree on the adjusted premium.
- If we go bankrupt or we may no longer offer insurance.

The policy does not stop immediately when it is cancelled by you. The notice period depends on the reason for the cancellation. In the event of a cancellation on the principal maturity date and a cancellation as a consumer at any time after at least one year of the insurance contract being in effect, there is a notice period of 2 months. In the event of a cancellation after a claim, there is a notice period of 3 months. In other cases, there is a notice period of 1 month.

### When may we cancel the insurance?

- We may cancel the insurance on the principal maturity date. We must inform you of this at least 3 months before the principal maturity date.
- We may cancel the insurance after any damage claim. We may do so within 30 days of our payment. Or within 30 days after we have refused intervention.
- If you do not pay the premium.
- If the risk increases and we no longer wish to offer a policy for this. We must notify you within 30 days of receiving the new information.
- If you have given us incorrect information about the risk or failed to provide us with important information and we would not have offered you a policy if you had given us the correct information.
- If we file a criminal complaint because you committed insurance fraud.
- If you die or go bankrupt.

The policy does not stop immediately when it is cancelled by you. The notice period depends on the reason for the cancellation. In the event of a cancellation on the principal maturity date and a cancellation as a consumer at any time after at least one year of the insurance contract being in effect, there is a notice period of 2 months. In the event of a cancellation after a claim, there is a notice period of 3 months. In other cases, there is a notice period of 1 month.

## Chapter 12. When do you pay the insurance premium?

You pay the insurance premium before the date stated in the Special Conditions. You pay the premium to Baloise Insurance. Baloise Insurance can agree with the *intermediary* that you pay the premium to him or her.

What if you do not pay the premium on time? Baloise Insurance will send you a registered letter. It states that you must pay the premium within 15 days. What will happen if you don't? Then the insurance will stop temporarily. We call that suspending cover. If this happens, we will no longer offer you legal assistance for incidents that occur from the date of suspension. After you have paid all premiums, interest and administration costs to Baloise Insurance, we will once again provide you with legal assistance for the incidents that occur after this full payment.

Sometimes the registered letter will state that Baloise Insurance will cancel the insurance if you do not pay. What if the registered letter states that Baloise Insurance is discontinuing the insurance temporarily and also cancelling the insurance immediately? Then the insurance will end definitively 15 days after the first day of the temporary discontinuation of the insurance, at the earliest.

**Note!** If we have decided to stop the insurance temporarily, you must still pay all the premiums. You never have to pay for more than two years of premiums that you wrongly did not pay in the past.

## Chapter 13. What if you have a complaint?

### Do you have a complaint about the policy or the premium?

Then pass your complaint on to us. This can be done in the following ways:

- You can send a letter to the internal complaints department: **Baloise Insurance Klachtendienst**, Posthofbrug 16, 2600 Antwerp.
- You can send an email to [klacht@baloise.be](mailto:klacht@baloise.be).
- You can call phone number 078 15 50 56.

### Do you have a complaint about a claim or the contents of the policy conditions?

Then pass your complaint on to us. This can be done in the following ways:

- You can send a letter to our internal complaints department: **Euromex nv Klachtenbeheer**, Generaal Lemanstraat 82-92, 2600 Berchem.
- You can send an email to [klachtenbehandeling@euromex.be](mailto:klachtenbehandeling@euromex.be).
- You can call phone number 03 451 44 45.

We would like to work with you to find a solution to your complaint.

Are you not satisfied with how we resolved your complaint? You can contact

#### **The Insurance Ombudsman**

de Meeûssquare 35 - 1000 Brussels  
[www.ombudsman.as](http://www.ombudsman.as) - [info@ombudsman.as](mailto:info@ombudsman.as)  
telephone 02 547 58 71 - fax 02 547 59 75

You may also take your complaint to court.

For disputes concerning the application of this policy, you can only contact a Belgian court, and the judge will settle our dispute in accordance with Belgian law.

## Chapter 14. Your privacy

### What do we use your personal data for?

As an insurer, we process your personal data. Personal data are data concerning your personal situation, e.g. your age, address, date of birth.

They are needed to:

- assess the risk.
- deal with your policies and loss events.

We process these data mainly for these purposes, or because the law obliges us to do so.

We process your health data only if you give your consent for this.

### Your legal rights

You can also inspect your personal data and have them corrected, supplemented, changed or deleted.

### More information

This is only a summary of our Privacy Policy. To know precisely what your rights and obligations are, make sure you consult our full Privacy Policy on our website [www.euromex.be](http://www.euromex.be). You can also ask to receive our Privacy Policy in a paper version.

### Contact details

If you have any questions and require any information about privacy, please contact our Data Protection Officer (DPO).

[privacy@euromex.be](mailto:privacy@euromex.be)

Euromex NV

Data Protection Officer

General Lemanstraat 82-92

2600 Berchem

## Chapter 15. Do you have questions about the insurance? Or would you like to give us information?

### Do you have any questions about the policy or the premium?

If so, then please contact

**Baloise Insurance**, Posthofbrug 16, 2600 Antwerp, beheer@baloise.be, 03 247 52 00.

### Do you have any questions or information about an incident or the contents of the policy conditions?

If so, then please contact

**Euromex nv**, Generaal Lemanstraat 82-92, 2600 Berchem, schadebeheer@euromex.be, 03 451 44 00.

What happens when we would like to send you a letter? We will then send it to the address stated in the Special Conditions. Or to another address, if you have explicitly requested this in writing from Baloise Insurance.

# **Home Protect**

## Part 3. Pack Family Insurance

# **Home Protect – Family Civil Liability**

## General Conditions

**Law of 4 April 2014 relating to insurance**

Home\_Protect\_EN\_FamilyLiability\_15.07.2021

## Contents

<b>Section 1 – Third-Party Liability .....</b>	<b>3</b>
<b>Section 2 – Baloise Assistance for bicycles .....</b>	<b>17</b>

## Section 1 – Third-Party Liability

If you cause *damage* to another person or to something belonging to another person.

Do you have a question? If so, look through the Contents and read the right chapter. You will find the answer there.

### Contents

Chapter 1. What is this insurance useful for .....	4
Chapter 2. Definitions .....	4
Chapter 3. Type of insurance .....	5
Chapter 4. For which persons do we insure liability? .....	6
Chapter 5. In which countries are you insured? .....	6
Chapter 6. What damage will we pay for? .....	6
Chapter 7. How much will we pay for the damage? .....	11
Chapter 8. What other costs will we pay for? .....	11
Chapter 9. What damage will we not pay for? .....	12
Chapter 10. Terrorism .....	13
Chapter 11. What must you do if you suffer damage? .....	13
Chapter 12. Determining the premium .....	14

## Chapter 1. What is this insurance useful for

Have you caused *damage* to a *third party* in your *private life*? And are you liable? Then you have to pay for this *damage*. If you have this insurance, then we will pay for this *damage*. For this purpose, we follow the rules of Belgian or similar foreign legislation governing extra-contractual third-party liability.

Read the General Conditions carefully.

These General Conditions explain when we will pay and how much we will pay, but also when we will not pay. So please read them carefully.

If you have any questions, please contact QOVER SA.

Read the Special Conditions carefully as well.

There you will find what we insure. What if we have made additional arrangements with you? Then these will also be mentioned in the Special Conditions. So please read them carefully.

If you have any questions, please contact QOVER SA.

## Chapter 2. Definitions

The terms below have the following meanings in these General Conditions and in the Special Conditions. We have written these terms and their meanings here to prevent any misunderstandings. These terms are in italics. Do these terms have a different meaning in your policy? Then this will be stated in the Special Conditions.

### Third party

Someone who is not an *insured* party.

The persons listed in chapter 4 c. to h. may also be third parties.

### Deductible

The portion of the damage amount that you must pay yourself.

### Building

- a. the building that you own, rent or use. This building is your main residence or your second residence. 'Building' also includes the parts that you use for a liberal profession or for a commercial activity. There must be no storage or sale of goods in the building that you use for the liberal profession or for the commercial activity;
- b. the objects that are in your main residence and your second residence. These are the furniture, for example;
- c. the building under construction. This building is intended as a main residence or second residence;
- d. the mobile home;
- e. the garages you use;
- f. all gardens and land owned, used or rented by you and located in Belgium. They must not be next to your main residence, second residence or next to each other. We also insure all trees, garden houses, greenhouses and swimming pools located in those gardens or on those grounds;
- g. the place where you live during your studies.

### Net expenditure

The compensation plus legal costs and interest minus the amounts that we have recovered.

### Nuclear weapons

Weapons or equipment designed to explode by changing the structure of the atomic nucleus.

### Private life

Your free time. Such as:

- a. all activities that you do not perform for your profession. You are not paid for these activities
- b. all activities you engage in as a volunteer;
- c. all activities of the children that we insure. These activities are carried out during the school holidays or during the children's free time. And they may be paid.

### Damage

- a. Bodily injury: any adverse consequences – even moral – of harm to the body.
- b. Material damage: damage to goods or animals. Even when the goods or animals are destroyed or lost.

### Terrorism

The Terrorism Insurance Act (Wet betreffende de verzekering tegen *schade* veroorzaakt door terrorisme) of 1 April 2007 explains what terrorism is:

- a secretly planned action or threat of action,
- with ideological, political, ethnic or religious ends,
- executed by an individual or a group,
- whereby violence is perpetrated against people,
- or whereby the economic value of a tangible or intangible good is completely or partially destroyed,
- with the aim of intimidating the public, creating a climate of insecurity or putting pressure on the authorities,
- or with the aim of impeding the transactions or normal operations of a service or enterprise.

### Insured

All persons listed in Chapter 4.

### Policyholder

The person who takes out this insurance.

### Voluntary work

Any activity you do under the following conditions:

- a. for which you are not paid and which you do voluntarily;
- b. you do this activity for someone else, a group, an organisation or society.
- c. the activity is organised by an organisation. The activity is not organised by a family member, friend or acquaintance of yours;
- d. at the time you perform that activity, you do not have an employment contract, service contract or statutory appointment with the organisation that organises the activity.

### Wild animals

All animals that are not pets.

### Place of residence

Your main residence, the place where you usually live.

## Chapter 3. Type of insurance

This insurance is not compulsory insurance. It is a liability insurance policy. Are you liable for *damage* suffered by a *third party* and must pay for the *damage*? Then liability insurance will pay this for you.

Do you not have liability insurance? Then you have to pay for the *damage* yourself.

You are liable under civil law if a person who has suffered *damage* can prove your fault, his or her *damage* and the link between your fault and his or her *damage*. It could be your fault for doing something or not doing something. In a number of cases, you are also liable for faults committed by someone else. For example, parents are liable for the faults of their minor children. You may also be liable for *damage* caused by objects or by animals.

**Note!** Do you have a contract with someone else? And did you cause *damage* by not carrying out the contract properly? Then we will not pay for this. We only pay for the *damage* you cause outside an agreement.

Sometimes *damage* occurs without you personally doing anything wrong. However, you may be liable for such *damage*. For example, cracks appear in your neighbour's home because work is being done in your *building*. We also call this liability abnormal nuisance to neighbours.

Do you have this insurance? Then we will pay for this *damage*.

**Note!** We will only pay if the *damage* is sudden and unexpected.

We insure your third-party liability in accordance with Belgian or similar foreign legislation on extra-contractual third-party liability.

## Chapter 4. For which persons do we insure liability?

- a. The *policyholder* and the partner with whom he or she cohabits. Their *place of residence* is in Belgium.
- b. The people who live with the *policyholder*. These people may temporarily live somewhere else for their profession, their studies, a holiday or their health.
- c. The children of the *policyholder* and the children of the partner with whom the *policyholder* cohabits. Do these children not live with the *policyholder*? And are they not married? But are they fiscally dependent on the *policyholder* or the partner with whom the *policyholder* cohabits? Then we will continue to insure these children.
- d. Are the *policyholder* and his or her partner separating? And has the ex-partner left the *place of residence*? Then the ex-partner will remain insured until 12 months after the move.
- e. Persons who occasionally stay with the *policyholder* during a holiday or for a family or special event.  
**Note!** We only pay if these persons do not have their own insurance that pays for the *damage*.
- f. The people who help you with the housekeeping. For example, people who come to clean your home or who help you look after the children or who help you maintain the garden. Even when they are paid for this.
- g. The minor children of a *third party* that are temporarily being looking after by the *policyholder* or another *insured* with whom the *policyholder* cohabits. For example, children who come to play during a birthday party.  
**Note!** We only pay if these persons do not have their own insurance that pays for the *damage*.
- h. All persons who are responsible for:
  - the children who live with the *policyholder*.
  - the animals insured under the policy and owned by an *insured*.
 These people do not have this responsibility as part of their profession. And these people are liable because they do not carry out this responsibility properly. They may be paid.

## Chapter 5. In which countries are you insured?

This insurance is valid in all countries of the world. However, you do have to live in Belgium. Do you not live in Belgium? Then we will not pay for this.

## Chapter 6. What damage will we pay for?

Are you doing something that is causing a *third party* to suffer *damage*? Or is a *third party* suffering *damage* because you did not do something? Then this insurance will pay for this *damage*.

We only pay if the incident occurred during the period of validity of your insurance. This is when the *damage* is visible. Even if you or a *third party* report the incident after the insurance has ended.

The insurance starts from the date stated in the Special Conditions, but not before you have paid the first premium.

This insurance complies with the provisions of the Royal Decree of 12 January 1984 establishing the minimum guarantee conditions of the insurance contracts to cover non-contractual third-party liability relating to *private life*.

### 1. Animals

Is your pet causing *damage*? Then we will pay for this *damage*.

Do you have animals other than pets? And are these animals listed below? And is one of these animals causing *damage*? Then we will also pay for this *damage*.

**Note!** You may not keep these animals for your occupation or to sell them with the intention of making a profit:

- Animals that normally live on a farm. For example, chickens, ducks, turkeys, goats, sheep, pigs, donkeys and ponies. It doesn't matter how many such animals you have.
- Cows, ostriches and deer species.  
**Note!** You may have a maximum of 10 of these animals. Do you have more than that? And are the animals causing *damage*? Then we will not pay for this.
- Dogs you keep to guard the *buildings* you use for your occupation. These *buildings* are located next to your *place of residence*.
- Riding horses

We will pay for *damage* caused by riding horses if you have a maximum of two riding horses. The animals must also not be restrained. We can make other agreements with you about this, however. Have we made other arrangements with you? Then this will be stated in the Special Conditions.

**Note!** Do you have more than two riding horses? Then you can take out additional insurance for up to 10 riding horses. You then have to pay an additional premium.

**Note!** Do you have more than two riding horses? And do you not have additional insurance? And are the riding horses causing *damage*? Then we will reduce our compensation according to the following calculation. We multiply the damage amount by the premium we have received. We divide the outcome by the amount of the premium that we would have received if you had taken out the additional insurance.

**Note!** Is an *insured* not of the age required by the highway code to ride a horse on public roads? Then we will not pay for any *damage* occurring on a public road. However, we will pay if he or she is on private property.

**Note!** Do you ride a riding horse? Or do you have a riding horse that is kept elsewhere? So you are not the owner of the riding horse. And is the riding horse causing *damage* to a *third party*? Then we will pay for this *damage*.

Are you causing *damage* to a riding horse or its harness? And are you renting or borrowing that horse? Then we will pay up to EUR 7,500 for the *damage* to that horse or harness.

**Note!** Do you take part in jumping or eventing with a riding horse? And do you not participate as part of your occupation? And did you cause *damage*? Then we will pay for this *damage*.

**Note!** We never pay for *damage* caused by:

- *wild animals*. even though these *wild animals* have been tamed.
- deer species or ostriches because the fencing of the pasture is not high enough or not in good condition. The height of the fence must be at least 2 metres.
- you because you participate in horse races or carriage driving competitions. Carriage driving is a competition in which you complete a course with a carriage drawn by one or more horses. We also do not pay for *damage* you cause while you are training for one of these competitions.

## 2. Buildings

Is the *building* we insure causing *damage* to a *third party*? Then we will pay for this *damage*.

Are you the owner of a *building* with a maximum of four apartments? Then we will pay for the *damage* caused by the *building* if the following conditions are met:

- You use one of the apartments as your *place of residence*.
- You may rent out the three other apartments with or without a garage.

We also pay for *damage* caused by land you rent out. The total surface area of these sites is a maximum of 3 hectares.

Is there a lift for people or goods in the *place of residence*? And is this lift causing *damage*? Then we will pay for this *damage* if all the following conditions have been satisfied:

- maintenance of the lift is covered by a contract with an officially recognised company;
- the contract states that the lift is checked every year;
- you follow the advice provided by the company.

**Note!** We will not pay for *damage* caused by a lift in another residence.

Does the *building* in which you live have multiple owners? Then all the owners of the *building* are co-owners.

Are you the owner of an apartment in that *building*? Then you have a share in the co-ownership.

Is the *building* causing *damage* to a *third party*? Then we will only pay for the *damage* according to your share in the co-ownership.

Is the *building* causing *damage* while the *building* is being built, rebuilt or during works to adapt the *building*? Then we will pay for this *damage* if all the following conditions have been satisfied:

- the *building* will be used as the main residence or as a second residence by the *policyholder* or his or her partner or another person with whom the *policyholder* cohabits;
- the *policyholder*, his partner or the other person with whom the *policyholder* cohabits carries out the work himself or herself;
- the work does not affect how sturdy the *building* is.

**Note!** In the following case, we never pay for *material damage* to the goods or animals of a *third party*. The *material damage* was caused by fire, a fire or an explosion in the *building* of which you are the owner, tenant or resident. The *damage* may also have been caused by smoke as a result of fire or the fire that started in or spread from your *building*.

Example: your house goes up in flames due to an overheated deep-fat fryer and the fire spreads to your neighbour's home. Then we will not pay for this. This *damage* can be insured in a fire insurance policy.

### 3. Temporary and holiday accommodation

Are you temporarily staying elsewhere? This can be in your *private life* or for your profession. For example, because you are on holiday or because you are staying somewhere for a family celebration or business trip abroad. The building you rent for this purpose may be a house or an apartment. It may also be a room in a hotel. Or it could be a tent or a mobile home.

Did you cause *damage* by fire, explosion or smoke in the building where you are staying? Then we will pay for this *damage*. Is there any *damage* other than the *damage* caused by smoke or fire? And are you staying in that building for less than 90 days in a row? Then we will also pay for this other *damage*.

**Note!** We will not pay for *damage* to a mobile home.

Have you been admitted to a hospital? And did you cause *damage* to the room or its contents? Then we will pay for this *damage*.

### 4. Travel and means of transport

We will pay for the *damage* you cause when you travel. This can be a journey in your *private life* or for your profession. We will pay for the *damage* you cause as a pedestrian, as a cyclist or if you use a vehicle without a motor.

Are you a passenger in a vehicle? This vehicle may be motorised or not motorised. And did you cause *damage*? Then we will also pay for this *damage*.

Does a person want to drive a car, a motorcycle, a moped or a railway vehicle? Then that person must be of a minimum age. The law determines that age.

Is an *insured* who is not of the minimum age using a car, a motorcycle, a moped or a railway vehicle? And do the parents or the person supervising the *insured* not know this? And has this *insured* caused *damage* to *third parties*? Then we will pay for this *damage*.

Is the vehicle that the *insured* was using owned by a *third party*? Then we will also pay for the *damage* to that vehicle.

Do you drive any of the following vehicles with a motor? And did you cause *damage* to *third parties*? Then we will pay for this *damage*.

- Motorised means of transport: these are vehicles with an engine and at least one wheel. These vehicles are intended to be driven along the ground. The maximum speed of these vehicles is 25 km/h. For example: a monowheel, a hoverboard, an electric scooter, a Segway, etc.
- An electric bicycle. This is a bicycle with an electric motor. The motor of the electric bicycle can assist you while pedalling up to a maximum speed of 45 km/h. And the electric motor of this bicycle has a maximum power of 4 kW. Does the motor make the bike ride without you having to pedal? In that case, the maximum speed of that electric bicycle may not exceed 25 km/h.  
**Note!** Can the bicycle travel faster than 25 km/h without pedalling? And did you cause *damage*? Then we will not pay for this *damage*. You must take out other insurance for this.  
Does the motor only provide assistance while you pedal? And does the assistance disappear when that bicycle is travelling at 25 km/h? And did you cause *damage* to *third parties*? Then we will pay for this *damage*. Even if you are riding faster than 25 km/h.
- An electric wheelchair. The maximum speed of this electric wheelchair is 25 km/h.
- A machine to carry out work in the garden. This could be a ride-on lawnmower, for example. The maximum speed of that machine is 25 m/h. And the engine has a maximum power of 4 kW.

**Note!** Do you ride a class A moped? And did you cause *damage* to *third parties*? Then we will not pay for this *damage*. You must take out other insurance for this. This insurance must satisfy the conditions of the Act of 21 November 1989 on compulsory liability insurance for motor vehicles.

We will also pay in the following situation.

A vulnerable road user is a person who is not a driver of a motor vehicle with a minimum speed of 25 km/h. For example, a vulnerable road user is a pedestrian, a cyclist, a wheelchair user or a passenger in a car.

Vulnerable road users have additional protection in Belgium. That is what the law states. Is a vulnerable road user the victim of a traffic accident involving a motor vehicle? And did that traffic accident happen on a public road, on a public site or on a site open to the public? And is Belgian law applicable? Then the insurer of the motor vehicle must pay for the *bodily injury* and the *damage* to the clothing. Is the motor vehicle not insured? Then the Belgian Joint Guarantee Fund must pay for that *damage*. The victim may also have part of his or her *damage* paid by another institution, such as the health insurance fund.

The insurer, the Belgian Joint Guarantee Fund or another institution may reclaim its expenses from the person liable for the accident.

Are you liable for a traffic accident? And is the victim a vulnerable road user? And did you receive a request from an insurer, the Belgian Joint Guarantee Fund or another institution to reimburse its expenses? Then we will pay for the expenses that are claimed. We also pay if the victim is an *insured*.

Are you the owner, hirer or user of a sailboat or motorboat? And did you cause *damage* when using the sailboat or motorboat? Then we will pay for this *damage*.

**Note!** The sailboat may weigh a maximum of 300 kg. Does the sailboat weigh more than 300kg? Then we will not pay for this.

**Note!** The motorboat has an engine of a maximum of 10 DIN HP. Does the motorboat have a more powerful engine with more than 10 DIN HP? Then we will not pay for this.

Do you own a jet ski? And did you cause *damage* with it? Then we will not pay for this.

**Note!** Have you used or rented a jet ski for a maximum of one day from a *third party*? For example, during a holiday. And was the jet ski not insured? And did you cause *damage* with the jet ski? Then we will pay for this *damage* anyway.

## 5. Free time and sports

Are you a member or leader of a youth movement? For example, the Scouts or the Chiro. Or are you a member or monitor of a sport or leisure association? And did you cause *damage*? And are you personally liable for that *damage*? Then we will pay for this *damage* anyway.

**Note!** Are you liable for members of the youth movement or the sport or leisure association? And did these members cause *damage*? Then their personal liability is not insured.

**Note!** Do you play with a toy that you can control from a distance? And did you cause *damage* with that toy? Then we will pay for this *damage*.

**Note!** We never pay for the *damage* you cause during a hunt. It is compulsory to be insured for liability for *damage* during a hunt. That is what the law states. There is separate insurance for this.

## 6. Aircraft

Do you use a remote-control (toy) aircraft? And did you cause *damage* with that aircraft? Then we will pay for this *damage*.

Do you use a drone? Then special rules apply. That is what the law states.

The law says that a drone is an unmanned aircraft. The drone is controlled remotely.

The take-off mass of the drone is how much the drone weighs when you fly it. Is there perhaps a camera on the drone? Then the weight of the drone and the camera is the take-off mass.

Do you use a drone with a take-off mass of up to 4 kg? And did you cause *damage* with it? Then we will pay for this *damage* if the following conditions have been satisfied:

- You can always see the drone with your eyes when the drone is in flight.
- You do not operate the drone over an area where there are a lot of people.
- You do not operate the drone over a location where you are not allowed to fly, such as a port, an airport, a nuclear power plant, an LNG terminal such as in Zeebrugge, prisons, military sites or petrochemical plants.
- You must always follow the rules of privacy.
- You only use the drone as a hobby and for your enjoyment. You may not use the drone for your profession.
- You follow the rules for using a drone.

**Note!** Are you registered as a drone operator and did you or anyone else cause *damage* through the use of this drone? And do you have insurance for this? Then we have to pay for this *damage*. Did you fail to comply with the above conditions? We will then ask you to refund our *net expenses*.

**Note!** Are you a pilot of a drone and did you cause *damage*? And did you fail to comply with the above conditions? Then we will not pay for this.

**Note!** We never pay for *damage* if you operate a drone weighing more than 4 kg. You must take out a separate insurance policy for this.

A person wishing to operate a drone that weighs more than 250 g must be of a minimum age. The law determines that age. Is an *insured* who is not of the minimum age operating a drone? And do the parents or the person supervising the *insured* not know this? And has this *insured* caused *damage* to *third parties*? Then we will pay for this *damage*.

Is the drone owned by a *third party*? And does the owner not know that our *insured* uses the drone? Then we will also pay for the *damage* to the drone.

**Note!** Are you the owner, hirer or user of another type of aircraft? This could be a hot air balloon or a helicopter, for example. And did you cause *damage* by operating that aircraft? Then we will not pay for this.

## 7. Volunteers

Do you do *voluntary work*? And did you cause *damage* to *third parties*? And are you personally liable for this? Then we will pay for this *damage*.

**Note!** Did you intentionally cause the *damage*? Then we will not pay for this *damage*.

## 8. Intent and gross negligence of insured minors

Are you under the age of 16? And did you intentionally cause *damage* to *third parties*? Then we will pay for this *damage* anyway.

**Note!** Have you turned 16? Then we will not pay in the following cases:

- you intentionally caused *damage*;
- you intentionally hurt someone else;
- you intentionally caused *damage* to the property of *third parties*;
- you stole the property of *third parties*;
- you joined in a fight.

Are you under the age of 18? And did you cause *damage* to *third parties* in one of the following instances of gross negligence?

- You caused an incident because you were drunk. Or were you in a similar state because you took something else, for example, drugs, medications or hallucinogenic substances?
- You participated in a bet or a challenge.

Then we will pay for this *damage* anyway.

**Note!** Have you turned 18? And did you cause *damage* to *third parties* in one of the following instances of gross negligence? Then we will not pay for this.

Are you liable for faults committed by someone else? For example, as a parent, you are liable for the *damage* caused by your minor children.

Did the person for whom you are liable intentionally cause *damage* to *third parties*? Or has that person caused *damage* to *third parties* by one of the cases of gross negligence?

And did the person who suffered the *damage* ask you to compensate for the *damage*? Then we will pay for this *damage*.

**Note!** Did you commit a fault on purpose? Or did you personally cause this *damage* through a case of gross negligence? Then we will not pay for this *damage*.

## 9. Willing assistance

Are you in need of help? And is someone coming to help save you or your possessions? And that person is not paid for this. Or he or she is not doing so for his or her profession. And is that person suffering *damage* while helping you? Then we will pay for this *damage*.

We will pay a maximum of EUR 50,000 for your rescuer's *damage*.

There is no *deductible* for this *damage*.

## 10. Costs for tracing missing children

Has a minor child of the *policyholder* or of the partner disappeared? If so, we will pay up to EUR 12,500 for:

- the costs incurred by parents in tracing the minor;
- the expenses and fees of a lawyer; This lawyer will assist you during the investigation. You may choose the lawyer yourself;
- the expenses and fees of a doctor; This doctor provides medical and psychological support for you, the members of your family living with you and the minor himself or herself.

**Note!** You must report the disappearance to the Local or Federal Police. Are you not reporting the disappearance? Then we will not pay for this.

**Note!** Is a health insurance fund, the government or another organisation also paying for these costs? Then you must first ask that health insurance fund, the government or that other organisation to reimburse these costs. We only pay for these costs if the health insurance fund, the government or that other organisation no longer pays.

**Note!** Is a member of the family or the family involved in the disappearance of the child? Then we will not pay for the costs of tracing the child.

## 11. Borrowed goods

Have you used the goods of *third parties*? And did you cause *damage* to these goods? Then we will pay for this *damage* if all the following conditions have been satisfied:

- You borrow the goods and do not need to do anything to borrow them. Or you rent the goods.
- You use or rent these goods for yourself.
- You use or rent these goods for less than 32 days.

We will pay up to a maximum of EUR 7,500.

**Note!** We never pay for *damage* to:

- the goods of *third parties* that you have in order to work on them;
- the goods of *third parties* that you have in order to guard them;
- vehicles with a motor for which it is compulsory to take out separate insurance. This is stated in the Act of 21 November 1989 on compulsory liability insurance for motor vehicles;
- sailing boats weighing more than 300 kg;
- motor boats with an engine of more than 10 DIN HP;
- aircraft;
- jet skis;
- goods you have from your employer or from a person giving you instructions. You may use these goods in your *private life* or for your profession;
- the goods of *third parties* that you lease.

## Chapter 7. How much will we pay for the damage?

We will pay a maximum of EUR 26,710,339.35 per incident for *bodily injury* and a maximum of EUR 7,692,577.73 per incident for *material damage*.

Per claim, the *deductible* is EUR 264,85 for the *material damage*.

We adjust the *insured* amount and the amount of the *deductible* to the consumer price index.

How do we do that?

We take the *insured* amount or the amount of the *deductible*.

We multiply that amount by the consumer price index in effect one month before the incident.

We then divide the resulting amount by the base index of the consumer price index. The base index is that of November 2020, i.e. 255.65 (base 1981 = 100).

## Chapter 8. What other costs will we pay for?

Do we pay compensation? Then we will also pay the interest on the compensation.

We also pay the costs provided for by law:

- civil legal costs;
- the fees of lawyers and experts and;
- the costs of lawyers and experts.

We will pay legal costs and the costs of lawyers and experts if we have decided that this is necessary or we will reimburse these costs to you after we have given you permission to pay these costs.

We will also pay these costs in the event of a conflict of interest between you and us. This means that your interests are different from ours.

For example, you do not agree with the fact that you are liable, but we want to pay to avoid a lengthy lawsuit. You would then be conducting that lengthy lawsuit yourself. We will only pay these costs if that conflict of interest is not your fault. Then we will only pay costs that are reasonable.

**Note!** We do not pay interest on such costs.

We also pay the rescue costs if they are incurred for *damage* insured by this insurance. However, you must inform us immediately of the rescue measures you have taken in the event of imminent danger.

Do you have an incident? Then you must prevent or limit the consequences of the incident. Do you have to incur costs for this? Then you request our permission for these costs, or you incur them with due care and diligence.

**Note!** We do not pay the rescue costs if:

- there was no imminent danger;
- the imminent danger had already been prevented;
- you did not take any preventive measures;
- you took the preventive measures too late.

The maximum amount we pay is determined as follows:

Is the compensation, together with the interest, costs and rescue costs, not higher than the insured amount? Then we will pay all the interest, costs and rescue costs.

Is the compensation, together with the interest, costs and rescue costs, higher than the insured amount? Then we limit the amount of the interest and the costs on the one hand and the rescue costs on the other as follows:

We will pay up to EUR 495,787.05 if the compensation is less than EUR 2,478,935.25;

Is the compensation between EUR 2,478,935.25 and EUR 12,394,676.24? Then we will pay up to EUR 495,787.05 plus 20% of the compensation;

Is the compensation in excess of EUR 12,394,676.24? Then we will pay up to EUR 2,478,935.24 plus 10% of the compensation above EUR 12,394,676.24.

**Note!** We never pay more than EUR 9,915,740.99 for interest and costs on the one hand, and never more than EUR 9,915,740.99 for rescue costs on the other.

We adjust the amount we pay for interest and costs on the one hand, and rescue costs on the other, to the new consumer price index every year.

How do we do this?

We take the insured amount. We multiply this by the consumer price index in effect two months before the last principal maturity date. We then divide the resulting amount by the index of November 1992, i.e. 113.77 (the base in 1988 = 100). We call the latter index the base index.

## Chapter 9. What damage will we not pay for?

The cases in which we will never pay for *damage* are described in this chapter.

1. Have you turned 16? Then we will not pay in the following cases:
  - you intentionally caused *damage*;
  - you intentionally hurt someone else;
  - you intentionally caused *damage* to the property of *third parties*;
  - you stole the property of *third parties*;
  - you joined in a fight.
2. Have you turned 18? Then we will not pay in the following cases:
  - You caused an incident because you were drunk. Or were you in a similar state because you took something else, for example, drugs, medications or hallucinogenic substances? And did you cause *damage* as a result? Then we will not pay for this.  
Must we pay for the *damage* anyway? And did you cause the *damage* because you were drunk or because you took something else? If so, then we can request that you refund our *net expenses*.
  - You participated in a bet or a challenge.

Are you liable for faults committed by someone else? For example, as a parent, you are liable for the faults committed by your minor children.

Did the person for whom you are liable intentionally cause *damage* to *third parties*? Or has that person caused *damage* to *third parties* by one of the cases of gross negligence?

And did the person who suffered the *damage* ask you to compensate for the *damage*? Then we will pay for this *damage*. In that case, we can reclaim our *net expenses* from the liable minor at fault.

We will never ask for a refund of more than EUR 11,000.

**Note!** Did you personally intentionally commit a fault? Or did you personally cause *damage* through a case of gross negligence? Then we will not pay for this *damage*.

3. Is there *damage* due to nuclear reactions, radioactivity and ionising radiation? Then we will not pay for this.
  - A nuclear reaction is any reaction which releases nuclear energy.
  - Radioactivity is, for example, radiation caused by an atomic bomb or nuclear power station.
  - Ionising radiation is, for example, radiation from an x-ray machine.
4. Do you have *damage* for which you are liable because it is stated as such in a contract? Or because you signed a contract? Then we will not pay for this.
5. For some risks, the law requires you to take out insurance. This is the case, for example, if you want to take a car on the road. Or when you want to go hunting. Then it is compulsory to take out insurance.  
Do you have *damage* for which it is compulsory to take out other insurance? Then we will not pay for this *damage*.  
**Note!** Do you do *voluntary work*? And does the Act of 3 July 2005 on the rights of volunteers apply to this activity? And did you cause *damage* while doing *voluntary work*? Then we will pay for this *damage* anyway.
6. Is there any *damage* for which you are liable according to the legislation or regulations dated after 1 March 1992 without you having committed a fault? Then we will not pay for this.
7. Do you have to pay a fine, legal costs in criminal proceedings or an amicable settlement to avoid a criminal case? We will not pay for this.
8. Did you cause *damage* to *third parties* through *terrorism*? Or are there any losses, costs or expenses that directly or indirectly result from *terrorism*? Then we will not pay for this *damage*.  
We also never pay for *damage* through *terrorism* caused by *nuclear weapons*.  
**Note!** Did you cause *damage* to *third parties* through *terrorism* while travelling in a vehicle with a motor that we insure in Chapter 6? Then we will pay for this *damage* anyway.
9. Do you have a firearm, but no permit for it? And did you cause *damage* with that firearm? Then we will not pay for this *damage*.
10. Is there *damage* that is the direct or indirect consequence of asbestos and/or its harmful properties? Or any other material in which asbestos is present in any form? Then we will not pay for this *damage*.

## Chapter 10. Terrorism

Did you cause *damage* to *third parties* through *terrorism* while travelling in a vehicle with a motor that we insure in Chapter 6? Then special rules apply.

These are set out in the Terrorism Insurance Act of 1 April 2007. This Terrorism Insurance Act regulates how insurers deal with *damage* due to *terrorism*. This law was published in the Belgian Official Gazette of 15 May 2007. You will find the text of this law at [http://www.ejustice.just.fgov.be/cgi\\_wet/wet.pl](http://www.ejustice.just.fgov.be/cgi_wet/wet.pl) or at [www.tripvzw.be](http://www.tripvzw.be). Or you can ask QOVER SA for it.

This law takes precedence over this insurance. So, if there are any discrepancies, we will apply the Terrorism Insurance Act. For example, we will apply this law if there are any discrepancies relating to how much we will pay in the event of *damage* or how long it will be before we pay.

The association TRIP vzw was formed on the basis of this law. We are a member of this association. The members of the association collectively pay a maximum amount per year for all *damage* caused by *terrorism*. In 2019, this was over EUR 1.2 billion. This amount changes annually to reflect changes to wages and prices in Belgium.

### How do we handle terrorism-related damage?

The Act of 1 April 2007 takes precedence over this policy.

In 2007, a special committee was established for *damage* due to *terrorism*. This Committee determines whether an event is '*terrorism*'. The Committee is composed of various representatives of the government and two representatives of TRIP vzw. What if they decide that an event is '*terrorism*'? Then we will follow the Committee's instructions, even if there are discrepancies with the conditions of your policy. They also determine who will receive what percentage of the compensation. What if the Committee finds that the event is not '*terrorism*'? Then the conditions of your insurance will continue to apply.

## Chapter 11. What must you do if you suffer damage?

Do you have any *damage*? Then you must do the following:

1. You must first do everything you can to prevent and limit the *damage* as much as possible.

2. Then please provide us with all information and documents about the incident and the *damage* as soon as possible and in any event within eight days.

We will receive the information below from you:

- the circumstances of the incident;
- the causes of the incident;
- the extent of the *damage*;
- the persons involved in the incident;
- which witnesses saw the incident;
- which police services were called in during the incident.

Please also provide us with all the information and documents that could facilitate the investigation into the incident.

Have you received other documents about the incident, for example, from the police, the public prosecutor, the public prosecutor's office or the court, such as a summons? Then please send us these documents within 48 hours.

Will there be a lawsuit regarding your claim? Then you must cooperate in this. You have to go to court yourself if you receive a summons and the judge asks for this. And you must cooperate with the investigations that the court has commissioned.

3. Did an incident occur? Then you can say what happened.

**Note!** You must not tell others that you are liable for the incident. You must not pay for the *damage*, and you must not promise to pay for the *damage*. You must also not make any agreements as to the extent of the *damage*. Have you nevertheless made agreements with others about an incident? Or are you paying for the *damage* anyway without our having given permission for this? In that case, we do not have to take those arrangements or that payment into account. The consequences of this are yours and not ours.

Was anyone hurt by the incident? Then you can take care of that person.

**Note!** Did an incident occur? And did we pay for this *damage*? We will take the place of the person to whom we have paid. For example, we can reclaim our expenses from a liable *third party*. You must do nothing that causes us to have little or no chance of recovering our expenses from this *third party*.

Are you not following these rules? And is this to our disadvantage?

Then we may decide to pay a lower amount for the *damage*. Or we may claim back the amount which we have already paid. How much we will reduce this amount by or how much we will claim back depends on how much we have been disadvantaged.

What if you have not obeyed the rules intentionally? Then we may decide to pay nothing.

### Special cases

Is the claim amount less than the amount of the *deductible*? Then we will not pay for the *damage*. You will therefore have to defend your interests yourself. We will not pay for the legal costs or the costs and fees of a lawyer or expert.

Does a *third party* want you to pay for a claim? And do you and we have the same interests? Then we will take charge of the settlement of the claim. And we will pay the costs for this. These can be civil legal costs or fees and costs of lawyers and experts.

Have we been able to recover our expenses from a *third party*? Then we can keep that amount.

What if the court has awarded you litigation costs? Then these litigation costs are for us. The litigation costs are a fixed amount. That amount is part of the expenses and the fees of the lawyer of the person whom the court judges to be in the right.

## Chapter 12. Determining the premium

We will calculate the premium using the information which we receive from you. Example:

- you are single with no children, single with children, you have a family or you are 60 years old or older;
- the information relating to the *policyholder*.
- the facts or circumstances which you communicate to us. For example: whether there have been any previous claims, etc.

We will use this information and our segmentation criteria, which you will find in Dutch and French at [www.baloise.be](http://www.baloise.be) under 'Jouw rechten'/'Vos droits' (your rights), to determine the agreements which we will make with you as well as the premium

amount. These are stated in the Special Conditions which you receive from us. We will charge tax and expenses on top of the premium.



## Section 2 – Baloise Assistance for bicycles

Immediate assistance following an *incident*.

Do you have a question? If so, look through the Contents and read the right chapter. You will find the answer there.

### Contents

Chapter 1. How is Baloise Assistance for bicycles useful? .....	18
Chapter 2. Definitions .....	18
Chapter 3. Who is insured? .....	19
Chapter 4. When will you receive assistance? .....	20
Chapter 5. When will you not receive assistance? .....	20
Chapter 6. What assistance can you receive? .....	21
Chapter 7. What else do you need to know about Baloise Assistance? .....	22
Chapter 8. What must you do if you receive assistance? .....	23
Chapter 9. From whom can we recover our expenses? .....	24
Chapter 10. Complaints .....	24

## Chapter 1. How is Baloise Assistance for bicycles useful?

Do you have an insured *incident*? And is it no longer possible to ride your *insured bicycle*? If so, you can obtain help from Baloise Assistance.

What must you do if you need our assistance? Call or email us if you need assistance. Do so immediately or as soon as possible. We will help you or make sure you receive help.

Telephone: +32 3 870 95 70

Email: [help@europ-assistance.be](mailto:help@europ-assistance.be)

The services are available 24 hours a day, every day of the week.

Europ Assistance Belgium and Baloise Insurance

The Baloise Assistance insurance for bicycles is provided by Europ Assistance Belgium. Baloise Insurance has permission from Europ Assistance Belgium to offer this insurance to you, take out the policy with you, change the policy, stop it temporarily or stop it altogether and collect the premium.

What will happen if you use Baloise Assistance? You will not speak to anyone from Baloise Insurance. This is because Europ Assistance Belgium provides assistance for Baloise Insurance in Belgium and abroad. Below you will find the technical details for Europ Assistance Belgium.

Europ Assistance Belgium, VAT BE 0738.431.009 RLP Brussels, Triomflaan 172, 1160 Brussels, Belgian branch of Europ Assistance SA, insurer under French law with registered office at 1, Promenade de la Bonnette in 92230 Gennevilliers, France (451 366 405 RCS Nanterre), recognised under code 0888 for branches 1, 9, 13, 16 and 18 under the supervision of the National Bank of Belgium, de Berlaimontlaan 14, 1000 Brussels.

Read the General Conditions carefully.

These General Conditions explain when we will provide assistance and what we will do, but also when we will not provide assistance. So please read them carefully.

If you have any questions, please contact QOVER SA.

Read the Special Conditions carefully.

This will let you know whether our assistance applies to you. Have we made additional arrangements with you? Then these will also be mentioned in the Special Conditions. So please read them carefully.

If you have any questions, please contact QOVER SA.

## Chapter 2. Definitions

The terms below have the following meanings in these General Conditions and in the Special Conditions. We have written these terms and their meanings here to prevent any misunderstandings. These terms are in italics.

To make the text easy to read, we have replaced Baloise Insurance and Europ Assistance Belgium with 'we'.

If we write 'us' or 'our', we are also referring to Baloise Insurance and Europ Assistance Belgium.

If we write 'you', we are referring to the *insured* person.

Do these terms have a different meaning in your policy? Then this will be stated in the Special Conditions.

### Baggage and camping equipment

The personal items you transport on the *insured bicycle*, except things you want to sell, scientific materials, building materials, furniture and livestock.

### Theft

Stealing or losing the *insured bicycle*.

### Repairer

A recognised business that has a legal licence to store, maintain and repair bicycles.

### Immobilising accident

Any situation in which the *insured bicycle* is involved in a collision, falls over, goes off course, also when cornering, or is affected by a fire, whether or not in use. The immediate consequence is that the *insured bicycle* can no longer be ridden or is dangerous to ride according to the traffic regulations.

### Natural disaster

*Storm*, hail, lightning, falling rocks, falling stones, avalanche, heavy snow, *flooding*, earthquake, landslide or subsidence and volcanic eruption.

### Flooding

- water which bursts the banks of streams, rivers, canals, lakes, ponds or seas. This is due to rain, hail, melting snow or melting ice;
- water due to a dam failure or a tidal wave;
- flowing water and mud because of substantial rain or hail which the ground cannot absorb entirely. This is because there is already too much water in the ground;
- water due to public sewers overflowing or water backing up due to substantial rain or hail or the melting of snow or ice or due to a *storm*.

### Breakdown

Any event in which a part breaks or an electrical malfunction occurs due to which it is no longer possible to ride the *insured bicycle*.

### Incident

An event to which Baloise Assistance may apply.

### Storm

- wind of 80 kilometres an hour or more. The speed of the wind is measured by the nearest observation station belonging to the Royal Meteorological Institute or a comparable institution;
- wind which, within a radius of 10 kilometres around the *insured bicycle*, also causes damage to other things. These other things have the same resistance to this wind as the *insured bicycle*.

### Vandalism

Someone deliberately destroys or damages the *insured bicycle*. We equate attempted *theft* with vandalism.

The following are excluded:

- destruction by or with the assistance of an *insured*;
- minor damage, *theft* of accessories or of personal belongings and other damage which do not prevent the *insured bicycle* from being ridden.

### Insured

The persons listed in Chapter 3.

### Insured bicycle

- any bicycle with two or three wheels without a motor (for no more than two people).
- electric bicycle. This is a bicycle with an auxiliary electric motor.  
Does the auxiliary motor make the bicycle ride without you having to pedal? In that case, the maximum speed without pedalling may not exceed 25 km/h.  
Does the auxiliary motor provide assistance while you pedal? In that case, the maximum speed with this assistance may not exceed 45 km/h;
- a cargo bike;
- the trailer that you attach to the bicycle;
- the bicycle that you attach to another bicycle.

## Chapter 3. Who is insured?

Below are the people who can use Baloise Assistance. However, they must officially live in Belgium.

- The policyholder and the partner with whom he or she cohabits.

- The children of the policyholder and of the partner with whom he or she cohabits. The children live at the same address as the policyholder. The children may temporarily reside elsewhere because of their work, studies, holidays or health.
- The parents of the policyholder and of the partner with whom he or she cohabits when those parents live at the same address as the policyholder.

## Chapter 4. When will you receive assistance?

We can assist you if you meet all of the following conditions:

1. You have a Home Protect – Family Civil Liability policy with QOVER SA.
2. Due to the *incident*, you can no longer ride the *insured bicycle*. The bicycle is on a publicly accessible road. You need immediate assistance. And you also asked us for this immediately.
3. You will receive assistance in Belgium from 1 km from your place of residence or the place where you are staying. You will also receive assistance up to 30 km from the Belgian border in France, Germany, Luxembourg and the Netherlands.

**Note!** Baloise Assistance does not apply if there is war in those countries. Or if the country is not safe due to, for example, insurrection or rebellion or other unforeseen circumstances that make it impossible for us to provide assistance.

## Chapter 5. When will you not receive assistance?

In the situations listed below, Baloise Assistance will not assist you or we will not pay for the transport of the *insured bicycle*.

1. At the time of the *incident* or when you saw that you had damage, you did not immediately ask us for assistance. It was not necessary for you to receive assistance.
2. You can still ride the *insured bicycle* at the time you request assistance. Or it is at your home or it is not located on a publicly accessible road.
3. You refused our assistance.  
**Note!** You may refuse our assistance and arrange for your own assistance. But then we will not pay or assist you further.
4. You have an *incident* less than 1 km from your place of residence or the place where you are staying.
5. You have an *incident* more than 30 km from the Belgian border in France, Germany, Luxembourg or the Netherlands or in another country.
6. You have an *incident* while participating in a competition.
7. The *insured bicycle* is undergoing maintenance.
8. In the case of repeated defects because you did not have the *insured bicycle* repaired after you first received assistance from us.
9. If the *theft* was committed by or with the cooperation of you or your family members.
10. In the following situations:
  - If the *incident* occurred while the rider had more than 1.2 g/l of alcohol in his or her blood. We also call this 1.2 promille. Have you nevertheless received assistance and can we prove that there is a link between the consumption of alcohol and the *incident*? If so, you must reimburse us for the costs we incurred.
  - If the *incident* occurs while the rider has used drugs, medicines or other substances that could influence his or her riding behaviour. Have you nevertheless received assistance and can we prove that there is a link between the use of drugs, medicines or other substances that could influence the riding behaviour and the *incident*? If so, you must reimburse us for the costs we incurred.

We will not pay the following costs:

- the costs for meals and drinks;
- customs fees;
- the price of spare parts and the maintenance costs of the *insured bicycle*;
- the costs or damage for *theft* other than those stated in the General Conditions;
- the costs for the *repairer* to diagnose issues and the costs for dismantling;
- any costs that we do not expressly state in these General Conditions.

## Chapter 6. What assistance can you receive?

Chapter 4 describes when you will receive assistance. This chapter outlines what assistance you can receive.

### A. The insured bicycle can no longer be ridden due to breakdown, accident, vandalism, attempted theft or theft.

#### 1. Breakdown and transportation

The *insured bicycle* can no longer be ridden due to *breakdown*, accident or *vandalism*. For example, the bicycle has a flat tyre or a broken chain. Or you have lost the keys to the padlock of the *insured bicycle*. Or the padlock is jammed.

Then we will send a breakdown assistant to the site.

Can he or she not repair the *insured bicycle* and get it ready to ride within an hour? Then we will ensure that someone takes the *insured bicycle* to a *repairer* of your choice. That *repairer* is located near your place of residence or the place where you are staying.

We will ensure that someone takes you and your personal *baggage and camping equipment* to that *repairer*, your place of residence, the place where you are staying or your destination in Belgium.

What if you decide to continue your journey to your destination? Then we will pay for your transportation costs to your destination and from there to your home.

We will pay a total of no more than EUR 200 including VAT for this.

**Note!** We will not be responsible for the provision of the services. Only the breakdown assistant is responsible for this.

#### 2. Replacement bicycle

Is it no longer possible to ride your bicycle because of the insured accident? And are you having your bicycle repaired by an authorised *repairer*? And do you have to wait for the repair? Then you can use a similar replacement bicycle for a maximum of seven days in a row.

When do you get a replacement bicycle?

- If you call us at the time of the *incident*, due to which it is no longer possible to ride your bicycle. We will then arrange for a breakdown assistant to repair the bicycle or, if this is not possible, to take the bicycle to the *repairer*.
- And what if the repair takes at least 24 hours? The 24 hours start from the time the breakdown assistant arrives to assist you.

**Note!** You can only get a replacement bicycle if one is available. And you must follow the conditions of the company renting the bicycle.

Are you using a replacement bicycle? Then you must also follow the conditions stated in Chapter 7, section 4.4.

#### 3. The insured bicycle was stolen

Was the *insured bicycle* stolen during a trip? And did you do everything you could to reduce the chance of *theft*? For example, did you secure the bicycle with a good lock? Then file a complaint with the police within 24 hours of discovering the *theft*. You give us the statement that you made to the police or the number of the official police report.

We will take you to your place of residence, the place where you are staying or your destination in Belgium together with your personal *baggage and camping equipment*.

What if you decide to continue your journey to your destination? Then we will pay for your transportation costs to your destination and from there to your home.

We will pay a total of no more than EUR 200.00 including VAT for this.

Is the *insured bicycle* found in Belgium? Then we will pay for a travel ticket so that you can collect your bicycle.

#### 4. Surveillance of the insured bicycle

Will we transport the *insured bicycle*? Or will we take it back to Belgium? Then we will pay for the surveillance costs from the day on which we request transport until the day on which the transporter collects the *insured bicycle*.

#### 5. Return and supervision of children

Did you receive assistance from us following an *incident*? And were you travelling with minor children for whom you are responsible? We will then organise and pay for their return and supervision to their place of residence or the place where they are staying.

#### 6. Assistance in the event of a flat tyre.

Do you have a flat tyre? And can the breakdown assistant not repair it right away? Then we will take you to your place of residence, the place where you are staying or your destination in Belgium together with your personal *baggage and camping equipment*.

What if you decide to continue your journey to your destination? Then we will pay for your transportation costs to your destination and from there to your home.

We will pay a total of no more than EUR 200.00 including VAT for this.

#### **7. Assistance with the loss of keys for the padlock or with a jammed padlock.**

Have you lost the keys to the padlock? Or is the padlock broken and can you no longer get it to open? And can the breakdown assistant not repair it right away? Then we will take you to your place of residence, the place where you are staying or your destination in Belgium together with your personal *baggage and camping equipment*.

What if you decide to continue your journey to your destination? Then we will pay for your transportation costs to your destination and from there to your home.

We will pay a total of no more than EUR 200.00 including VAT for this.

### **B. What other assistance will you get?**

The assistance we provide here never replaces the assistance that emergency services provide. This is especially true in emergencies.

#### **1. Psychological assistance following a bicycle accident**

Are you the victim of a serious psychological shock due to an *incident* with the *insured bicycle*, for example, after a traffic accident or a case of aggression? And has our doctor approved the intervention of a psychologist? We will then organise and pay for the first interviews (a maximum of three) in Belgium with a specialised psychologist. This psychologist is recognised by us and appointed by the consulting doctor. A psychologist will contact you to make an appointment within 24 hours of your first call.

#### **2. Sending of urgent messages**

Have you had a serious accident that is covered by this insurance? Then we will forward your urgent messages in Belgium.

We will also pay the costs of sending these messages.

We will not be responsible for the content of these messages.

## **Chapter 7. What else do you need to know about Baloise Assistance?**

Are you using our assistance? Then the following agreements apply.

**Note!** We never pay more than the costs you incurred.

#### **1. Contact us immediately after an insured incident.**

Bicycle Assistance:

Telephone: +32 3 870 95 70

Email: [help@europ-assistance.be](mailto:help@europ-assistance.be)

We are available 24 hours a day, every day of the week.

#### **2. Are you abroad? And do you need assistance? And can we provide that assistance under this insurance?**

Then we will pay the costs for the first time that you contact us from abroad.

We will also pay for all telephone calls you make at our request.

#### **3. Would you like to contact us? Then keep this information handy:**

- your policy number;
- the name and address of the policyholder;
- the phone number we can call to reach you;
- where you are (so we can send a breakdown assistant);
- how the *incident* occurred;
- any other information that would be useful to assist you.

## 4. Other arrangements that apply when you get assistance

### 4.1 Transportation of the insured bicycle

Is it no longer possible to ride your *insured bicycle*? Then we will pay for its transportation. Are the transportation costs higher than what the *insured bicycle* is still worth at the time of the *incident*? Then you have to pay a portion yourself. You will then pay the difference between the transportation costs and the value of the *insured bicycle*.

### 4.2 The service provider

Are we sending you assistance, for example, a *repairer* or a breakdown assistant? Then you may refuse this assistance. We will then suggest other service providers nearby.

Is there no other service provider nearby? And are you refusing the assistance of the service provider we sent? Then we cannot offer any other assistance.

You check and approve the service provider's work, repairs or services.

**Note!** We will not always pay for repairs. The costs for which we do not pay are set out in Chapter 5. Always ask the *repairer* how much a repair and parts cost.

Only the service provider is responsible for the services and repairs.

### 4.3 Your baggage and camping equipment

Do you have an *incident* for which you are receiving assistance from us? And are you unable to take care of your *baggage and camping equipment* because of it? Then we will bring it to your home.

Are you leaving your *baggage* behind? Or does the *baggage* still need to be transported? And has the *baggage* got lost or damaged? Or was your *baggage* stolen? If so, we are not responsible for this.

### 4.4 Replacement bicycle

We can provide you with a replacement bicycle if there is a bicycle rental company near the accident. And if the rental company's shop is open.

You may need to fill in or sign documents to rent or return the bicycle. Are there transportation costs to pay to get to the rental company? Then we will pay for these costs.

You must observe the rental company's conditions. You may need to be of minimum age. Or the rental company may request a deposit for the bicycle. You have to pay that yourself.

Have you been fined? Then you also have to pay that yourself.

Are you using the bicycle for more than seven days in a row? Then you must also pay the costs of renting the bicycle from the eighth day.

Are you taking out extra insurance with the rental of the bicycle? Then you pay for this insurance yourself.

Is there damage to the rental bicycle? And do you have to pay a deductible? Then you have to pay that yourself.

### 4.5 Reimbursement of costs

Has the breakdown assistant or someone else asked you to pay for costs that we insure? Then we must first give you permission for this. We will then reimburse these costs to you once we have received all the invoices, bills and receipts. If you do not give these to us, we will not be able to reimburse you for them. We will pay up to the maximum amount that we insure. The costs for which we do not pay are set out in Chapter 5.

### 4.6 Assistance you request outside your insurance contract

Can you not get assistance from us? But would you still like to use our resources and knowledge? Then you can. However, you must pay all the costs yourself.

### 4.7 Legal regulations

If we help you, we must abide by the legal regulations of the country where we help you. This may mean that our assistance may be limited by the law of that country.

## Chapter 8. What must you do if you receive assistance?

If you receive our assistance, you must stick to a number of agreements. These agreements are listed below:

- You must contact us as soon as possible. This is how we can best assist you. Or give you our permission to pay costs.  
**Note!** Are you unable to notify us immediately due to force majeure? Then you can let us know later.
- You must do everything possible to prevent and limit the consequences of the *incident*.

- You must provide us with all information and documents about the *incident* and the damage as soon as possible and in any event within eight days.
- You must answer any questions we ask.
- Do you have any other information or documents? Then you must give them to us.
- You must let us know if you have any other insurance policies that offer you assistance.
- You agree to the solutions we propose;
- You must comply with the obligations stated in Part “Balaise Assistance for bicycles” of the Home Protect – Family Civil Liability policy.
- Did you pay bills and invoices with our permission? And do you want us to reimburse these costs? Then you must send us the original invoices, bills and receipts.
- Did we pay for your repatriation? And do you still have tickets that you did not have to use as a result? Then you must provide us with them as proof.
- Were you injured? Then you must first get assistance from the emergency services in the area, such as a doctor or ambulance. You must then notify us as soon as possible.
- Has the *insured bicycle* been stolen? And do you need our assistance? Then you must also file a complaint with the police within 24 hours after you discovered the *theft*.

Are you not following these rules? And is this to our disadvantage?

Then we may decide to pay a lower amount for the damage. Or we may claim back the amount which we have already paid to you. How much we will reduce this amount by or how much we will claim back depends on how much we have been disadvantaged.

What if you have not obeyed the rules intentionally? Then we may decide to pay nothing.

## Chapter 9. From whom can we recover our expenses?

### A. When can we reclaim our expenses?

Are we paying for assistance that we provided for an insured *incident*? We then request that our expenses be recovered from the person who caused the *incident*.

We will not require the reimbursement of our expenses from any of the persons listed below:

- the *insured parties*;
- the persons from whom the law stipulates that we may not demand the reimbursement of any expenses. Not even the people living under your roof, your guests and your domestic staff.

Did these persons intentionally cause the *incident*? Or do they have liability insurance which pays for damage on their behalf? Then we can, however, recover our expenses.

### B. Sometimes you have to reimburse our expenses for the assistance you received from us

Did you receive assistance from us? And were you not entitled to it under the General Conditions or the Special Conditions? Then you must reimburse us for our expenses within one month.

Can you reclaim expenses from us? Then you can do so for up to a maximum of three years after the insured accident. If you do this later, we will not pay.

## Chapter 10. Complaints

What if you have a complaint? Then contact QOVER SA first.

What if he or she can't resolve your problem? Then pass your complaint on to us. This can be done in the following ways:

- By letter. Send the letter to Europ Assistance Belgium for the attention of the Complaints Officer, Triomflaan 172, 1160 Brussels.
- Send an email to [complaints@europ-assistance.be](mailto:complaints@europ-assistance.be).
- Call us. The telephone number is 02 541 90 48. You can reach us from Monday to Thursday from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

What if your problem has still not been resolved? Then you can contact the Insurance Ombudsman.

This can be done in the following ways:

- By letter. Send the letter to de MeeÛsquare 35, 1000 Brussels, Belgium.

- Via [www.ombudsman.as](http://www.ombudsman.as). There you will find a form that you can fill in.
- Send an email to [info@ombudsman.as](mailto:info@ombudsman.as).

You may also take your problem to a Belgian court.

# Legal assistance Private Life insurance

## General Conditions

**Insurance Act (Wet betreffende de verzekeringen) of 4 April 2014**

0463-2004R0000.10-01102024



## Introduction

To make the text easy to read, we have replaced Euromex nv with “we”. If we write “us” or “our”, we are also referring to Euromex nv.

If we write “you”, we are referring in these General Conditions to the insured party. Chapter 3 explains who the insured party is. Want to know more about us? Then take a look at our website, [www.euromex.be](http://www.euromex.be). This will give you a good idea of who we are, what we stand for and what products and services we offer.

### The General Conditions for Euromex nv Legal Assistance Private Life insurance

These are the General Conditions that go with your Euromex nv Legal Assistance Private Life insurance. It is important that you read these General Conditions carefully. Also read all the other documents that belong with the policy.

Do you have any questions about your policy? If so, contact your *intermediary*.

### Euromex and Baloise Insurance

This insurance is provided by Euromex nv. Euromex nv is the commercial name of the Europese Maatschappij voor Schaderegeling en Expertise nv, Generaal Lemanstraat 82-92, 2600 Berchem, Belgium, an insurance company licensed under code number 0463, Antwerp Register of Legal Persons, Division of Antwerp, VAT BE 0404.493.859.

Euromex nv gives Baloise Insurance permission to offer this insurance to you, take out the policy with you, change the policy, stop it temporarily or stop it altogether and collect the premium.

#### The claims are handled entirely independently by Euromex nv.

Baloise Insurance is the trade name of Baloise Belgium nv, City Link, Posthofbrug 16, 2600 Antwerp, Belgium, an insurance company authorised under code number 0096, Antwerp Register of Legal Persons, Division of Antwerp, VAT BE 0400.048.883.

### What conditions apply to the insurance?

The conditions below apply to this insurance that you take out together with Baloise Insurance. We refer to all these conditions collectively as the policy.

1. Baloise Insurance Special Conditions.
2. Legal Assistance Private Life insurance General Conditions.

The order of the conditions is important. What if the arrangements in these documents differ? Then the agreements in the Special Conditions will take priority over the agreements in the Legal Assistance Private Life insurance General Conditions.

## Contents

Chapter 1.	For whom is this insurance useful? .....	4
Chapter 2.	Definitions .....	5
Chapter 3.	Who is insured?.....	6
Chapter 4.	Which incidents are insured?.....	7
Chapter 5.	What immovable property is insured? .....	8
Chapter 6.	What are you insured for? For what amount? Where are you insured? .....	9
	A. Criminal Defence .....	9
	B. Civil Recourse.....	9
	C. Accidental damage during the execution of the contract.....	10
	D. Medical Accidents Fund Assistance .....	10
	E. Contractual dispute third-party liability - private life insurance.....	10
	F. Bail.....	10
	G. The counterparty cannot pay the amount of the claim.....	10
	H. Advance of the claim amount .....	10
	I. Advance of the third-party liability exemption and the discharge.....	11
Chapter 7.	What agreements do we make with each other?.....	12
Chapter 8.	What can we do for you? .....	13
Chapter 9.	What are you not insured for? .....	14
Chapter 10.	You may choose a lawyer or expert yourself.....	16
Chapter 11.	When does this insurance start? .....	17
Chapter 12.	When will the insurance end?.....	18
Chapter 13.	When do you pay the insurance premium? .....	19
Chapter 14.	What if you have a complaint?.....	20
Chapter 15.	Your privacy.....	21
Chapter 16.	Do you have questions about the insurance? Or would you like to give us information?.....	22

## Chapter 1. For whom is this insurance useful?

Legal Assistance Private Life insurance is an insurance policy with which you can obtain legal assistance. Do you have a legal conflict related to your private life? For example, must the counterparty or his or her insurer settle your claim? Then we will help you. Is an expert useful? Then we will pay the expert. Can we not resolve the matter amicably, and are *judicial proceedings*, *arbitration proceedings* or *administrative proceedings* necessary? Or do you have to appear before a criminal court? Then we will pay your lawyer.

Read the General Conditions carefully.

These General Conditions state when we will help you and what costs we will pay. And also when we will not help you and when we will not pay the costs. So please read them carefully.

If you have any questions, If so, contact your *intermediary*.

Read the Special Conditions carefully as well.

What if we have made additional arrangements with you? Then these will also be mentioned in the Special Conditions. So please read them carefully.

If you have any questions, If so, contact your *intermediary*.

### What is an incident?

An incident is an event whereby you can receive legal help and advice from us and we can pay certain costs. An event is an incident when you know or should know that you have a conflict with someone else about the event.

For example, must the counterparty or his or her insurer settle your claim for the incident? Then there is an incident at the time you discover the damage. Do you have to go to a criminal court? Then there is an incident at the time you committed the infringements.

Are you being sued for damages? Then there is an incident as soon as you are sued. Do you have an agreement or arrangement with the counterparty? Then there is an incident as soon as it is established that a contracting party does not fulfil an obligation.

If we can prove that you knew about the event before taking out this insurance, which means you need legal help and advice, or should reasonably have known about it, then no cover will be provided.

## Chapter 2. Definitions

The terms below have the following meanings in these General Conditions and in the Special Conditions. We have written these terms and their meanings here to prevent any misunderstandings. These terms are in italics.

### **Administrative procedure**

This is a procedure against a government decision.

### **Arbitration/arbitration procedure**

This is a procedure that is conducted without the intervention of a judge. The parties agree through a contract that a third person who is not a judge may make a final decision on their conflict. This third person is called an arbitrator.

### **Intermediary**

This is the person who helps you take out insurance, advises you on the insurance and assists you in any claim settlement.

### **Consumer**

Any natural person acting for purposes which are outside his or her trade, business, craft or professional activity.

### **Motor vehicle**

This is any vehicle fitted with an engine and any trailer that is required to be insured if that vehicle or trailer is used on public roads, in areas accessible to the public or in areas where only a certain number of persons have the right to enter.

### **Another recognised form of out-of-court dispute resolution**

This is a way to resolve your conflict outside court through an independent institution set up for each branch/sector. Sometimes their decisions are final; sometimes just consultative or conciliatory. They usually bear the name of the conciliation committee or dispute committee.

### **Legal proceedings**

This is a procedure in which a conflict is presented to a judge. The judge decides who gets a fine, who doesn't get a fine, who has to pay, who doesn't have to pay, who doesn't receive compensation and who does receive compensation. The judge can also decide that one of the parties must do something or must no longer do something.

**Principal maturity date** This is the date on which your insurance is renewed annually, unless you or we have cancelled the insurance. An example. If you do not choose a principal maturity date, your insurance will be renewed exactly one year after the commencement date. We can arrange an insurance policy with you that is shorter than one year and does not renew automatically.

### **Costs of registration**

This is a tax that the Belgian State requires for the registration of a judgement or a ruling involving an amount exceeding EUR 12,500. The losing party must then pay a tax of 3% on the amount of the judgement to the Belgian State.

### **Litigation costs**

The litigation costs are a fixed amount. That amount compensates part of the expenses and the fees of the lawyer of the person whom the court judges to be in the right.

### **Urgent and emergency measures**

If you do not do it immediately, it is definitely too late and there is a risk of a greater disadvantage.

### **Implementation procedure**

If the counterparty does not voluntarily do what the court has decided, then the counterparty can be compelled to do so through an implementation procedure. In this procedure, a bailiff will seize the counterparty's goods or wages so that the counterparty must do what the judge has said. If the other party does not do that, his or her goods are sold or he or she does not receive a part of his or her salary. With the money from the sale of his or her goods or with the part of the salary that he or she does not receive, your loss will be compensated.

## Chapter 3. Who is insured?

The persons who are insured are listed below. These are called the insured parties. In this policy, we refer to these people as “you”. We refer to persons who are not insured as third parties.

- The policyholder and his or her partner, cohabiting at the address in Belgium that is stated as the primary residence in the Special Conditions.
- Any persons who live with the policyholder, even if they temporarily reside elsewhere due to their profession, studies, holidays or health. This includes the foster children being cared for.
- The unmarried children of the policyholder or those of his or her cohabiting partner who do not live at home but who are still fiscally dependent on the policyholder or his or her cohabiting partner;
- Your former partner and the children of the policyholder for up to 12 months after he or she actually left the primary residence;
- The minor children of third parties who are temporarily under the supervision of the policyholder or of a person who lives with the policyholder.
- The assignees of the aforementioned insured parties. These are the persons who, according to the law, must receive the rights, debts, money and also goods from the insured person when he or she dies. For them, the insurance only applies as assignees. The insurance does not apply to their own damage. Do the assignees have a different interest from the persons listed above? This insurance does not apply to them.

## Chapter 4. Which incidents are insured?

Incidents that occur in the context of your private life. By private life, we mean all your non-professional activities that are not for profit. Political or trade union activity is never insured.

However, this insurance always covers the following situations:

- A traffic accident involving you as a pedestrian, cyclist or passenger, even for work-related travel.
- The execution of a student job by young people who attend school with a complete curriculum.
- Carrying out unpaid voluntary work.
- The paid performance of association work and paid services to citizens, when the income from these activities is exempt from income tax.

## Chapter 5. What immovable property is insured?

This insurance covers incidents that occur for the following immovable property located in Belgium:

- The building of which you are the owner and which serves as a primary or second residence, including the parts which are used for an independent profession or for a trade which does not involve the storage or marketing of merchandise. (Possibly parts of) these real estate properties that are leased for more than 90 days per year or that generate income other than rental income are not insured real estate properties. By a second residence, we mean your holiday home, of which you are the owner.
- The building under construction, of which you are the owner and which is intended to become the primary or second residence;
- The mobile home in Belgium.
- The car storage sites of which you are the owner and which are used by you and are therefore not rented.
- The gardens and grounds located in Belgium, adjoining or otherwise, including all trees, summerhouses, greenhouses and pools owned and used by an insured party.

## Chapter 6. What are you insured for? For what amount? Where are you insured?

The table shows where and for what you are insured if it concerns an insured incident. And the maximum amount we will pay.

We will pay a maximum of the amount stated below per incident. Is more than one person entitled to an amount of the insurance? Then the policyholder first receives his or her money. If there is anything left, it is for the people who live with him or her. And if there is still anything left, it is for the other insured parties.

	What are you insured for?	For what amount?	Where?
A.	Criminal Defence	EUR 75,000 (*)	globally
B.	Civil Recourse	EUR 75,000 (*)	globally
C.	Accidental damage during the execution of the contract	EUR 20,000	Belgium
D.	Medical Accidents Fund Assistance	EUR 2,500	Belgium
E.	Contractual dispute third-party liability - private life insurance	EUR 20,000	Belgium
F.	Bail	EUR 20,000	globally
G.	The counterparty cannot pay the amount of the claim	EUR 15,000	globally
H.	Advance of the claim amount	EUR 50,000	European Economic Area (**)
I.	Advance of the third-party liability exemption and the discharge	EUR 50,000 (*)	European Economic Area (**)

(\*) If the incident did not occur on the territory of a country of the European Economic Area (\*\*), the amount is EUR 40,000.

(\*\*) also acquired for Andorra, Monaco, San Marino, Vatican City, United Kingdom and Switzerland.

### A. Criminal Defence

We will pay the fees and expenses for your criminal defence if you are required to appear or be prosecuted before an investigating court or a criminal court following unintentional infringements or traffic violations.

Are you only co-sued as a civilian responsible for a person for whom you are responsible? Then we will pay your defence costs, unless the person you are responsible for at the time of the offence was 16 years or older and committed one or more infringements intentionally.

If you are required to appear for intentional infringement, your defence costs will be reimbursed provided you are finally acquitted or dismissed from prosecution for reasons other than the statute of limitations or procedural error. This also applies if you are required to appear as a responsible civilian when the main accused is being prosecuted for intentional infringements.

By intentional infringements, we mean any criminal conduct that is known or must be known to be prohibited and that is carried out deliberately and not accidentally.

### B. Civil Recourse

Has a third party with whom you have no contract or agreement caused you any damage? And does the counterparty have to pay the amount of the claim? Then we will help you to ensure that this other party or his or her insurer pays this amount. We call this "civil recourse".

The compensation we claim is limited to the following damage:

- The damage, destruction or loss of the insured party's own movable and immovable property. We call this material damage. This also includes theft of movable property, cash and securities.
- Your bodily injury due to assault and injury and your damage due to the death of an insured person. We call this bodily injury.
- Your moral damage due to the death of a blood relative or relative by marriage up to the second degree. Cohabitation in the main residence is equivalent to kinship.

For the claim for compensation for bodily injury, the existence or non-existence of a contractual relationship is irrelevant.

If your damage is caused by defects to a neighbouring property and there is a risk of continuous damage because the third party does not voluntarily remedy these defects, we will compel them to do so, if necessary in court.  
This part of the cover is not acquired if the cause of your damage results from plants on the adjacent estate.

### **C. Accidental damage during the execution of the contract**

We claim compensation for your accidental damage caused by a third party with whom you have a contractual relationship. We also do this for the accidental damage caused by the executing agent or subcontractor of a third party with whom you have a contractual relationship.

By accidental damage, we mean material damage to one's own movable and immovable property on which no direct work is carried out or to which the service does not relate and which is not the subject of the contract.

We also claim compensation for loss of use or enjoyment resulting from this material damage.

### **D. Medical Accidents Fund Assistance**

Have you been harmed during the provision of health care? And do you wish to make use of the Medical Accidents Fund because it concerns a medical accident without the liability of the health care provider? Then we will pay the costs and fees of the consulting physician who advises you or who assists you with the contradictory expertise organised by the Fund.

### **E. Contractual dispute third-party liability - private life insurance**

We will assist you if you have a dispute with your Third-Party Liability Private Life insurer regarding the application of the guarantees. The guarantee is not acquired in the event of a dispute arising from non-payment of the premium.

### **F. Bail**

After an insured incident, do you have to pay an amount to a foreign government to get out of prison or leave the country? Then we will advance this amount. You must then do everything possible to recover the amount from the foreign government. That amount is then ours. Will you receive nothing or only part of that amount? Then you must reimburse us for that part of the amount that you do not receive from the foreign government. You must do this as soon as we ask for it.

### **G. The counterparty cannot pay the amount of the claim**

Have you suffered any damage? And is the recovery of this damage guaranteed in this policy? And must the counterparty, who is known and with whom you are not in a contractual relationship, pay for the damage? But can he or she not do this because he or she has no money, goods or wages? Then we will pay the compensation for the proven material damage and bodily injury. We will only do this if the counterparty's domicile is known and this domicile is located in a country in the European Economic Area (\*\*).

We will not pay the compensation owed as a result of intentional offences or acts of violence against persons, property or assets. In the case of bodily injury caused by acts of violence, we will assist you with a request for intervention by the Commission for financial assistance to victims of intentional acts of violence.

The guarantee limit will be reduced by the amounts which have been paid or can be claimed from other (legal) persons or institutions.

Can you or your lawyer suspect that the counterparty cannot pay? Then you or your lawyer may not do anything without consulting us beforehand.

### **H. Advance of the claim amount**

Have you suffered material damage? And is the civil recourse of this damage guaranteed in this policy? And is it certain that the counterparty with whom you do not have a contractual relationship must pay? And do you and the counterparty agree on how much he or she must pay? Then we will advance that amount for you. Will the counterparty, his or her insurer, someone else or another institution repay this advance to you later? Then that amount is for us. We do not advance the compensation owed as a result of intentional offences or acts of violence against property or assets.

Have you suffered bodily injury? And is the civil recourse of this damage guaranteed in this policy? Then, as compensation for the net income actually lost, we will advance a maximum of EUR 1,500 per month. We will only do this on the condition that:

- the full liability of a known third party has been established;
- total work incapacity applies for at least one month.
- incapacity is acknowledged by the third party or the third party's insurer.
- wages are actually lost.
- the actual loss of earnings is not compensated by a social security institution or by another insurer.

In the event of death, the payment will be made to the cohabiting partner or to the children who were supported by the deceased victim.

The guarantee is not acquired if the compensation payable is the result of intentional offences or violence against people.

The advance can be claimed back, as a priority, against any provisional or definitive compensation owed by the third party, the third party's insurer or any other (legal) person or authority.

By paying or advancing it, we are asserting your rights for this amount and your legal claim against the liable third party.

#### **I. Advance of the third-party liability exemption and the discharge**

If civil recourse is guaranteed in this policy, we will also advance the following amounts:

- The amount stated on the original and signed compensation receipt submitted to us that is issued by an insurer or a claims representative authorised by an insurer.
- The amount of the excess provided for in your counterparty's Third-Party Liability Private Life insurance.

By paying or advancing it, we are asserting your rights for this amount and your legal claim against the liable third party.

## Chapter 7. What agreements do we make with each other?

Have you had an incident? Then the agreements listed below apply.

- You will let us know as soon as possible. You can do so by sending an email to [schadebeheer@euromex.be](mailto:schadebeheer@euromex.be). This can be done by post at the address Generaal Lemanstraat 82-92, 2600 Berchem. You give us all the information about the incident. Be sure to send us as soon as possible:
  - all proofs of damage.
  - all letters you receive from the Public Prosecution Service and the court.
  - all other letters and documents you receive about the incident.State your claim file number. If you do not yet have a claim file number, please state your policy number.
- Let us know what solution you want.
- We will first try to settle the claim with the counterparty or his or her insurer. So without lawyers and judges. You fully cooperate. What will happen if you don't? For example, have you not filed a declaration on time, or have you not provided us with all the necessary information? Or have you immediately hired a lawyer? And can we therefore no longer settle the damage with the counterparty? Then you pay the costs and fees of the lawyer yourself.
- We inform you of your rights. And about the way in which we help you.
- Is the assistance of an expert useful or necessary? Then you may choose that expert yourself.
- Has a doctor asked you to come for an examination, for example, the doctor of the counterparty's insurer or the doctor appointed by the judge? Then it is important that you go to that examination.
- Can we not settle the claim with the counterparty? Then you can choose your own lawyer. This also applies if you need to go to a criminal court.
- Are you and the counterparty both insured with us, and does the counterparty also appeal to us? Then you can immediately choose your own lawyer. This does not apply if:
  - you and the counterparty agree on who is at fault for the accident.
  - the counterparty is a vulnerable road user and only has injuries and damage to the clothing. A vulnerable road user is a pedestrian, a cyclist, a wheelchair user, a passenger or another person who has extra protection in Belgium if he or she is the victim of a traffic accident.

## Chapter 8. What can we do for you?

Do you have an insured incident and have you complied with our agreements? Then we will do what is stated below.

- We will pay the costs of the investigation into your damage by an expert. This expert may be a consulting physician, a consulting dentist or a traffic expert.
- We will pay the costs and fees of a bailiff.
- We will pay the costs and fees of a lawyer.
- We will pay the costs and fees of an *intermediary*. For the purposes of this chapter only, we mean by this an impartial and neutral person who intervenes as a third party and not as a lawyer or judge. He or she tries to restore the conversation between the parties by listening and ensuring that communication between the parties takes place with respect. To do so, he or she must have completed a special training course in “dispute mediation” in addition to higher education.
- We will pay the costs of an *implementation procedure*. We will try to obtain money from a non-paying counterparty for up to three years after the court’s decision becomes enforceable. Can you or your lawyer suspect that the counterparty cannot pay? Then you or your lawyer may not do anything without consulting us beforehand.
- We will pay the *litigation costs* that the court has ordered you to pay to the counterparty. We will not pay these costs if the counterparty must receive them from your Third-Party Liability insurer.
- We will pay the costs for *arbitration* or for a *recognised form of out-of-court dispute resolution*.
- Does the court require you to translate documents that are needed in the lawsuit? Then we will pay for the costs of the translation.
- Do you have to appear in person at the request of a foreign court or a foreign (judicial) expert? Then we will pay the justified costs for your travel and accommodation.

We will pay these costs if they are reasonable. We will also pay the VAT if you cannot recover it from the tax authorities. We will not pay these costs if the counterparty has to pay these costs. Has the counterparty reimbursed you for costs that we have previously advanced? Or have you received *litigation costs*? Then you must repay these amounts to us.

We will not pay the *costs of registration*.

## Chapter 9. What are you not insured for?

Below is what you are not insured for or when you are not insured.

- Compensation for damages and interest that the court orders you to pay.
- Fines and amicable settlements that the Public Prosecutor's Office, the judge or any other government organisation requires you to pay.
- Court costs in criminal cases.
- Conflicts related to war, insurrection, collective labour conflicts and political and civil unrest in which you yourself participated.
- Criminal defence when it comes to crimes or correctional crimes or attempted crimes, even if you are acquitted.
- Incidents relating to radioactivity, fissile materials, ionising products and radioactive contamination.
- Disputes with Euromex about the application of this policy.
- The costs and fees of a lawyer or expert without our prior approval. However, these costs or fees may be paid by us if they have been incurred for urgent and emergency measures.
- A lawsuit before a constitutional court or an international or supranational court.
- Proceedings before the highest national court (for example, the Belgian Court of Cassation), when the original stake is less than EUR 1,250.
- The defence of third-party interests or interests transferred to you by substitution.
- The defence against the civil claim of a third party, which claims compensation from you.
- Incidents involving you as the owner, holder or driver of a *motor vehicle*, trailer or caravan.  
This restriction does not apply to any uncoupled trailer or caravan with a gross vehicle weight of 750 kg.
- Incidents involving you as the owner, holder or pilot of an aircraft.  
This restriction does not apply to disputes relating to sporting or recreational flights at a maximum height of 120 metres above the take-off point with a UAS (model aircraft or drone) with a maximum take-off mass of 25 kg and provided that the flight takes place outside controlled airspace and not within a radius of less than 3 km around an airport, industrial complexes, prisons, LNG terminals, electricity installations, nuclear power plants or above a large number of people.
- Incidents involving you as the person who owns, holds or sails a sailboat of more than 300 kilos or similarly with a jet ski or motor boat with an engine power of more than 10 DIN HP.
- Civil recourse against another insured party, except if the damage is effectively borne by the third-party liability insurer and the liable insured party does not oppose the intervention of his or her insurer.  
This exclusion does not apply to the recovery of damage of a minor victim as a result of rape or indecent assault.
- Civil recourse for damage incurred by an insured party:
  - as a paid athlete at a sporting contest organised by an official sports association. This does not apply to athletes who are minors.
  - as the owner of an animal entered in regional or national or international competitions or used for breeding such animals.
  - caused by soil contamination, environmental pollution, nuisance to neighbours and the environment (such as noise, smell, dust, incidence of light, shock waves, radiation, landslides, loss of view or light). Claims based on Article 544 of the Civil Code for damage to your movable and immovable property in the context of construction and infrastructure works remain guaranteed.
- Incidents where we demonstrate that there is a causal link between the incident and a state of inebriation or a similar state due to the use of products other than alcoholic beverages.
- Civil recourse of the damage incurred in disputes, fights, bets and challenges, where we demonstrate that an insured party actively interfered or participated. This also applies to the disputes and fights that arise as a result of challenge or provocation by an insured party.
- Civil recourse of your financial loss relating to the management of your assets, the purchase of financial products, the purchase of shares and other share certificates, options, shares, bonds and foreign or counterfeit currencies. However, we do provide intervention in the civil recourse for fraud and deception when the third party is prosecuted at the initiative of the Public Prosecutor's Office.
- Claiming compensation based on the law on accidents at work.
- Civil recourse against a liable party for damage resulting from medical or paramedical treatment, from a cosmetic procedure or from body care or a beauty treatment.
- Disputes relating to property law, such as ownership rights, usufruct, easements, demarcation, right of exit, drainage, common walls, the distance between buildings, light, view and planting. However, involuntary damage to a common wall remains guaranteed.
- The defence of interests which conflict with those of the policyholder or with those of his or her family members.  
This exclusion does not apply to the recovery of damage of a minor victim as a result of rape or indecent assault.
- Incidents that are reported more than three years after they occurred.  
When it comes to the recovery of damage of a minor victim as a result of rape or indecent assault, this period is extended to

the general limitation period. To obtain intervention, the victim must be insured under a policy at one of the following times: on the date of the facts, on the date that the facts came to light (this is the date on which the confidential adviser was informed of the facts by the victim), or, if no one was informed of the facts, on the date that the victim turned 18.

- Disputes regarding the construction, renovation or further finishing of a building, when you are the principal and a legal permit and/or the intervention of an architect is or was required for these works.

## Chapter 10. You may choose a lawyer or expert yourself

Is it not possible for us to resolve the conflict amicably? And must *judicial proceedings, arbitration proceedings or administrative proceedings* be initiated? Or do you opt for *another recognised form of out-of-court dispute resolution*? Then we will pay the lawyer, the expert or any person who may assist you according to the law.

Then you may choose the lawyer, expert or adviser.

- Are you choosing a lawyer, expert or adviser from a country other than the country in which the lawsuit is filed? Then we only pay the normal costs of a lawyer, expert or adviser in the country of the lawsuit.
- Do you and your lawyer, your expert or adviser make agreements with each other? Then you must inform us about this. You may never make agreements as to fees and costs.

The expert you choose must have sufficient qualifications. These qualifications are provided by law.

We will pay the costs and fees of up to one lawyer, one expert and one adviser.

Are you choosing a new lawyer, a new expert or a new adviser? Then we will also pay the costs and fees of the new lawyer, the new expert or the new adviser. We will not pay the extra costs and fees arising from this change, for example, the opening of a file and the re-examination of all documents. We will pay these extra costs because of this change if there was nothing you could do about having to choose a new lawyer, expert or adviser.

**Note!** We are not the client of your lawyer, expert or adviser.

You are the client of your lawyer, expert or adviser. The lawyer, expert or adviser will not have any direct claim against us. We will only pay the costs and fees of your lawyer, expert or adviser if you comply with the rules set out below.

- If we ask you to do so, you must recover the costs and fees of your lawyer, expert or adviser from the person or organisation with whom/which you have a conflict.
- Your lawyer, expert or adviser will send the invoices to Euromex. He or she will put your name and address on the invoice.
- Are you making agreements with your lawyer, expert or adviser about costs and fees? You will need our prior consent.
- Would you like to pay the invoice from your lawyer, expert or adviser? Then you also need our prior consent for this.

Do we disagree with the amount of the costs and fees stated on the invoices? Then we will let your lawyer, expert or adviser know. We may also contact the Bar Association or the professional association of your expert.

Have you received a summons from your lawyer, expert or adviser that we did not pay in full because we do not agree with the amount of the costs and fees? Then you will be defended by our lawyer, who will be paid by us. We will also pay the legal costs.

### Conflict of interests?

Do you and we have conflicting interests? Or are you and the counterparty both insured with us and do you and the counterparty disagree? Then you may immediately choose a lawyer to defend your interests.

### What if you have a difference of opinion with us?

Do you disagree with how we settled your case? Then you may seek advice on the matter from a lawyer of your choice.

- Does that lawyer agree with you? Then we will pay his or her costs and fees for the advice and for the lawsuit against the counterparty.
- Does that lawyer agree with us? Then we pay half of his or her costs and fees for the advice. You have to pay the other half yourself.
- Does that lawyer agree with us and do you start a lawsuit anyway? Then you must inform us. Did you achieve a better outcome in that lawsuit than we achieved? Then we will still pay your lawyer's justified costs and fees for that lawsuit against the counterparty.

This procedure does not apply if you have a difference of opinion with the expert you have chosen. This may concern a technical determination, the estimate of the damage and the costs of repairing it. Euromex cannot be obligated to go further than the settlement advice of the expert appointed at your request. If you do ultimately achieve a better result than your expert's settlement advice, you will still receive a reimbursement of the justified costs and fees.

## Chapter 11. When does this insurance start?

The insurance will only commence once you have paid the first premium. What if the Special Conditions specify a date after that day? Then the date in the Special Conditions will apply.

We know that you will need some time to pay, so you will start enjoying the insurance from the moment that you take it out. This will apply until we have to remind you that you have yet to pay. Or your *intermediary* informs us that you have not paid the premium yet.

## Chapter 12. When will the insurance end?

The insurance will last for a year. If you or we do not cancel the insurance, the insurance will then continue for a further year.

### How can you cancel the insurance?

Below you can see when you can cancel the insurance.

- You may cancel the insurance on the principal maturity date. You must inform us of this at least 2 months before the principal maturity date.
- If you as the policyholder are a consumer, you may cancel the insurance at any time once the insurance has been in effect for at least one year. For this shortened cancellation, you need to take into account a notice period of 2 months from the day of service or receipt or the day following the sending of the registered letter. You can do so by registered letter, by bailiff's writ or by delivery of the cancellation letter against proof of receipt. You can also ask your intermediary or your new insurer to do this on your behalf.
- You can also stop the insurance after each incident has been reported. You must notify us within one month of our payment or our refusal to intervene.
- We may increase the insurance premium and change the conditions of the insurance. If we do that? Then you may cancel the insurance within 3 months of being notified of this change.
- If the risk decreases and we do not agree on the adjusted premium.
- If we go bankrupt or we may no longer offer insurance.

The policy does not stop immediately when it is cancelled by you. The notice period depends on the reason for the cancellation. In the event of a cancellation on the principal maturity date and a cancellation as a consumer at any time after at least one year of the insurance contract being in effect, there is a notice period of 2 months. In the event of a cancellation after a claim, there is a notice period of 3 months. In other cases, there is a notice period of 1 month.

### When may we cancel the insurance?

- We may cancel the insurance on the principal maturity date. We must inform you of this at least 3 months before the principal maturity date.
- We may cancel the insurance after any damage claim. We may do so within 30 days of our payment. Or within 30 days after we have refused intervention.
- If you do not pay the premium.
- If the risk increases and we no longer wish to offer a policy for this. We must notify you within 30 days of receiving the new information.
- If you have given us incorrect information about the risk or failed to provide us with important information and we would not have offered you a policy if you had given us the correct information.
- If we file a criminal complaint because you committed insurance fraud.
- If you die or go bankrupt.

The policy does not stop immediately when it is cancelled by you. The notice period depends on the reason for the cancellation. In the event of a cancellation on the principal maturity date and a cancellation as a consumer at any time after at least one year of the insurance contract being in effect, there is a notice period of 2 months. In the event of a cancellation after a claim, there is a notice period of 3 months. In other cases, there is a notice period of 1 month.

## Chapter 13. When do you pay the insurance premium?

You pay the insurance premium before the date stated in the Special Conditions. You pay the premium to Baloise Insurance. Baloise Insurance can agree with the *intermediary* that you pay the premium to him or her.

What if you do not pay the premium on time? Baloise Insurance will send you a registered letter. It states that you must pay the premium within 15 days. What will happen if you don't? Then the insurance will stop temporarily. We call that suspending cover. If this happens, we will no longer offer you legal assistance for incidents that occur from the date of suspension. After you have paid all premiums, interest and administration costs to Baloise Insurance, we will once again provide you with legal assistance for the incidents that occur after this full payment.

Sometimes the registered letter will state that Baloise Insurance will cancel the insurance if you do not pay. What if the registered letter states that Baloise Insurance is discontinuing the insurance temporarily and also cancelling the insurance immediately? Then the insurance will end definitively 15 days after the first day of the temporary discontinuation of the insurance, at the earliest.

**Note!** If we have decided to stop the insurance temporarily, you must still pay all the premiums. You never have to pay for more than two years of premiums that you wrongly did not pay in the past.

## Chapter 14. What if you have a complaint?

### Do you have a complaint about the policy or the premium?

Then pass your complaint on to us. This can be done in the following ways:

- You can send a letter to the internal complaints department: **Baloise Insurance Klachtendienst**, Posthofbrug 16, 2600 Antwerp.
- You can send an email to [klacht@baloise.be](mailto:klacht@baloise.be);
- You can call phone number 078 15 50 56.

### Do you have a complaint about a claim or the contents of the policy conditions?

Then pass your complaint on to us. This can be done in the following ways:

- You can send a letter to our internal complaints department: **Euromex nv Klachtenbeheer**, Generaal Lemanstraat 82-92, 2600 Berchem.
- You can send an email to [klachtenbehandeling@euromex.be](mailto:klachtenbehandeling@euromex.be);
- You can call phone number 03 451 44 45.

We would like to work with you to find a solution to your complaint.

Are you not satisfied with how we resolved your complaint? You can contact

#### **The Insurance Ombudsman**

de Meeûssquare 35 - 1000 Brussels

[www.ombudsman.as](http://www.ombudsman.as) - [info@ombudsman.as](mailto:info@ombudsman.as)

telephone 02 547 58 71 - fax 02 547 59 75

You may also take your complaint to court.

For disputes concerning the application of this policy, you can only contact a Belgian court, and the judge will settle our dispute in accordance with Belgian law.

## Chapter 15. Your privacy

### What do we use your personal data for?

As an insurer, we process your personal data. Personal data are data concerning your personal situation, e.g. your age, address, date of birth.

They are needed to:

- assess the risk.
- deal with your policies and loss events.

We process these data mainly for these purposes, or because the law obliges us to do so.

We process your health data only if you give your consent for this.

### Your legal rights

You can also inspect your personal data and have them corrected, supplemented, changed or deleted.

### More information

This is only a summary of our Privacy Policy. To know precisely what your rights and obligations are, make sure you consult our full Privacy Policy on our website [www.euromex.be](http://www.euromex.be). You can also ask to receive our Privacy Policy in a paper version.

### Contact details

If you have any questions and require any information about privacy, please contact our Data Protection Officer (DPO):

[privacy@euromex.be](mailto:privacy@euromex.be)

Euromex NV

Data Protection Officer

General Lemanstraat 82-92

2600 Berchem

## Chapter 16. Do you have questions about the insurance? Or would you like to give us information?

### Do you have any questions about the policy or the premium?

If so, then please contact

**Baloise Insurance**, Posthofbrug 16, 2600 Antwerp, beheer@baloise.be, 03 247 52 00.

### Do you have any questions or information about an incident or the contents of the policy conditions?

If so, then please contact

**Euromex nv**, Generaal Lemanstraat 82-92, 2600 Berchem, schadebeheer@euromex.be, 03 451 44 00.

What happens when we would like to send you a letter? We will then send it to the address stated in the Special Conditions. Or to another address, if you have explicitly requested this in writing from Baloise Insurance.

# **Home Protect**

## Part 4. Administrative Provisions

# **Home Protect – Administrative Provisions**

## **General Conditions**

**Insurance Act of 4 April 2014**

Home\_Protect\_EN\_Admin\_01.10.2024



## About Qover

Your policy is managed by QOVER SA/NV, LPR 0650.939.878 (VAT BE0650.939.878). The legal offices of QOVER SA/NV are located at "Handelsstraat 31 – 1000 Brussels.

QOVER SA/NV is an independent insurance agent, authorised and regulated by the Financial Services and Markets Authority (FSMA – Belgium) under the registration number 0650.939.878.

## About Baloise

Baloise Belgium NV is the insurer. Baloise Belgium NV is an insurance company authorised and regulated by the FSMA. The registered office is located at City Link, Posthofbrug 16, 2600 Antwerp, Belgium, LPR Antwerpen, Antwerp Division 0400.048.883.

Baloise Insurance is the trade name of Baloise Belgium NV;

You can check this in the FSMA's register by consulting the FSMA's website at <http://www.fsma.be> or by contacting the FSMA on telephone number +32 (0)2 220 52 11.

### What are these Administrative Provisions for?

These are the Administrative Provisions that go with the Non-Life insurance offered by Baloise Insurance. These Administrative Provisions explain what you must do for all such insurance. For example, they indicate what information you must give to us and when you must pay the premium.

### What must you do?

Read these Administrative Provisions carefully. If you have any questions, put them to your *intermediary*. Adhere to the terms and conditions in these Administrative Provisions. What will happen if you don't? We will pay less or nothing at all if you suffer damage or loss or if you cause damage or loss. We may also terminate your insurance.

### How do we address you in our insurance terms and conditions?

Baloise Insurance writes its *insurance terms and conditions* primarily for the reader. Who the reader is depends on the nature of the terms and conditions. We assume the following:

- The policyholder is the main reader of the Policy Schedule and these Administrative Provisions. The policyholder is the party who takes out the insurance and pays for the insurance. In the Policy Schedule and the Administrative Provisions we address this party as 'you'.
- But the insured is also an important reader. The insured is the main reader of the General Product Conditions. The insured is the party to whom the insurance applies. Baloise Insurance pays, according to the insurance, for his/her damage or loss or for the damage or loss that he/she causes to someone else or to something belonging to someone else. In the General Product Conditions we address this party as 'you'.

### Who do we mean by we and us?

We are referring to Baloise Insurance ourselves.

To make the text easy to read, we have replaced Baloise Insurance with 'we'. If we write 'us' or 'our', we are also referring to Baloise Insurance.

Want to know more about us? If so, read the informative brochure on our site at [www.baloise.be](http://www.baloise.be)

In this brochure we introduce Baloise Insurance to you so that you have a good idea of who we are, what we stand for and what products and services we offer.

### Do you have any questions?

If you have any questions, contact your *intermediary*.



## Checklist: What must you do if you have insurance with Baloise Insurance?

### Important!

These terms and conditions state that sometimes there are things you need to do. It is important that you do them. If you don't, this may be detrimental to you.

This checklist will help you. It explains exactly what you must do in a given situation. Obviously this checklist contains nothing new compared to the terms and conditions. This checklist is for your convenience.

### 1. When do you pay for the insurance?

You must pay a premium for the insurance once a year. Every year you will receive a notice stating how much premium you must pay, when you must pay it and to whom you must pay it. You may also pay the premium in parts if you have agreed that with us. Then, before every *renewal date*, you will receive a notice stating how much premium you must pay, when you must pay it and to whom you must pay it.

### 2. What information must you give to us?

If you take out insurance, you must give us all the information that is important for the insurance. While the insurance is in place, you must disclose to us any changes to this information or new information.

### 3. Are you moving house?

If your address changes, you must disclose this to us as soon as possible.

### 4. Do you no longer need the insurance?

Are you selling your car? Has your barn burned down? Or do you have a different job? If so, you probably no longer need the insurance that goes with this. Do you no longer have something for which you took out insurance?

If so, you must notify us immediately. We will then discontinue your insurance.



## Contents

About Qover	4
About Baloise	4
Chapter 1. What are these insurance terms and conditions for?	7
Chapter 2. To whom do these insurance terms and conditions apply?	7
Chapter 3. Definitions	8
Chapter 5. What must you do if this information changes?	10
Chapter 6. When will you pay for this insurance?	11
Chapter 7. What will happen if you do not pay?	12
Chapter 8. May we change the insurance or the premium?	12
Chapter 9. When will the insurance commence?	13
Chapter 10. When will the insurance end automatically?	13
Chapter 11. When may we and you terminate the insurance?	14
Chapter 12. If you go bankrupt	16
Chapter 13. If you die	17
Chapter 14. What will we do in the event of insurance fraud?	17
Chapter 15. To which address will we send our letters?	17
Chapter 16. Our details	17
Chapter 17. What if you have a complaint?	18
Chapter 18. Who can help you best?	18
Chapter 19. Which law applies?	18



## Chapter 1. What are these insurance terms and conditions for?

These are the Administrative Provisions that go with the Non-Life insurance offered by Baloise Insurance. These terms and conditions explain what you must do for all such insurance. For example, they indicate what information you must give to us and when you must pay the premium.

All General Conditions operated by Baloise Insurance have a reference. In your Policy Schedule you will find the reference of the Administrative Provisions of the General Conditions that apply to you. You can use this reference to locate the right terms and conditions on the website at [www.qover.com](http://www.qover.com).

Most terms and conditions apply to all insurance covers. What if there is a term or condition that does not apply to all insurance covers? Then we clearly state the insurance to which the terms and conditions do apply.

In the General Product Conditions we always mention what type of insurance it is.

### Which terms and conditions apply to this insurance?

The terms and conditions below apply to the Non-Life insurance offered by Baloise Insurance. We often refer to all these terms and conditions collectively as the policy.

1. Policy Schedule
2. General Product Conditions
3. Administrative Provisions of the General Conditions

The order of the terms and conditions is important. What if the agreements under the various terms and conditions do not match? Then the order as set out above applies. For instance, the agreements in the Policy Schedule take priority over the agreements in the General Product Conditions.

#### An example

Say that you have taken out a motor vehicle policy with just Motor Third Party Liability insurance and Driver insurance. In that case, the following apply:

- The Policy Schedule linked to the policy number. These state that you have Motor Third Party Liability insurance and Driver insurance.
- The General Conditions of Mobility Safe 1.
- These Administrative Provisions of the General Conditions.

#### Other important documents

Sometimes there are also other important documents that go with your insurance. For example, a green card goes with Motor Third Party Liability insurance. And a hunting certificate goes with hunting insurance.

How and when you obtain these documents is stated in the General Product Conditions, the Policy Schedule or the law.

#### Read the terms and conditions carefully

Read all the terms and conditions and important documents that apply to the insurance carefully. It is important that you understand them. If you have any questions, contact your *intermediary*.

## Chapter 2. To whom do these insurance terms and conditions apply?

These terms and conditions apply to you if you have taken out insurance with Baloise Insurance. You are the party to whom the insurance belongs and who pays the premium. We call you the policyholder. Your name appears on the first page of the Policy Schedule. In these terms and conditions we address the policyholder as 'you'. When we say 'we', we are referring to Baloise Insurance.

#### If the insurance has been taken out by multiple parties

It may be that multiple parties together are the policyholder. If so, this is mentioned clearly in the Policy Schedule. In that case, they must all adhere to the terms and conditions of the insurance. And they must also all ensure that we receive the premium for the insurance.

If they want to change something to do with the insurance, they must all sign for this. In some cases, this is not required by law. One signature is enough then.

**Got any doubts?** Ask your *intermediary*.

**Note!** A number of the terms and conditions contained in these Administrative Provisions also apply to all insured



parties. By insured parties we mean everyone to whom your insurance applies. In that case, you must make sure that they adhere to these terms and conditions.

## Chapter 3. Definitions

The terms below have the following meanings in these Administrative Provisions. We have written these terms and their meanings here to prevent any misunderstandings.

If you see a word in *italics* in the Administrative Provisions, you will find its explanation below.

**Note!** If you see a word in *italics* in the General Product Conditions or you see the same term in the Policy Schedule, then the explanation below also applies. If a different explanation applies in these terms and conditions, then we will state clearly what explanation applies in these terms and conditions.

### Intermediary

By intermediary we mean Qover SA/NV.

### Combination policy

A policy that consists of multiple insurance products from one insurer.

### Consumer

The natural person who, as the policyholder, does not take out the insurance for his trade, business, craft or professional activities.

### Electronic registered mail

A mail that satisfies the requirements of a qualified electronic delivery service within the meaning of article 3.37 of the eIDAS Regulation.

### Fraud

You deliberately do not adhere to the terms and conditions that go with this insurance. You try to mislead us.

### Main renewal date

The first end date of the insurance. But also every subsequent end date. We automatically renew the insurance on this date for the same period. We only do so if you or we have not terminated the insurance.

An example. Have you taken out insurance for a period of one year? If so, the main renewal date will be precisely one year after the date of commencement. Your insurance will then automatically be renewed from year to year until you or we terminate your insurance.

### Remote selling

A selling process in which the buyer and seller never come into physical contact with each other. For example, you buy something via the internet or over the telephone.

### Renewal date

The date on which you must pay a premium. This may be an annual renewal date or a periodic renewal date. With a periodic renewal date, you pay the premium in parts.

### Renewal date notice

The renewal notice is an invitation to pay the premium. It states how much premium you must pay, when you must pay it and to whom you must pay it.

### Insurance fraud

If you mislead Baloise Insurance, you are committing insurance fraud. You do that because you want us to pay for your damage or loss or for the damage or loss that you cause to someone else or to something belonging to someone else. You commit this *fraud* while taking out the insurance or while the insurance is in place. Or you commit this *fraud* when you report the claim or when we process the claim.

### Insurance terms and conditions

The terms and conditions that apply to the insurance. They consist of the Policy Schedule, the General Product Conditions and these Administrative Provisions of the General Conditions. We often call this the policy.

### Pre-signed policy

A policy which your *intermediary* completes with your personal details and choices, after which you pay the premium immediately. We have pre-signed this policy or your *intermediary* signs it if we have agreed that with your *intermediary*.



## Chapter 4. What information must you give to us?

If you take out insurance, you must give us all the information that is important for the insurance.

1. For example, you must fill in a questionnaire. We call this questionnaire an insurance proposal.
2. You must tell us whether you have other insurance as well for the same risk. This is because you may insure a risk only once.

Example: Is your home worth EUR 250,000.00? Do you already have fire insurance for EUR 150,000.00? What if you want to take out additional fire insurance with us for more than EUR 100,000.00? Then you must mention that to us.

If you do not do so, you are committing *insurance fraud*. The consequences of this for you will be huge. See the following section. We will use the information that we receive from you to calculate how great the risk is that you or an insured party will suffer damage or loss or cause damage or loss to someone else or to something belonging to someone else. And with that risk we will draw up your insurance and calculate your premium.

### If you deliberately provide incorrect information

What if you deliberately provide us with incorrect information? Or you deliberately fail to disclose important information to us? Then you are committing *insurance fraud*. If we find out, the following will happen:

- The insurance will be null and void. This will mean that the insurance never existed.  
What if you have a *combination policy*? Then this will only apply to the insurance for which you have acted fraudulently.
- We will not pay for any damage or loss.
- What if you have already paid a premium to us? Then we will not refund the premium.

**Note!** This only applies to compulsory insurance.

What if, according to the terms and conditions of compulsory insurance, we have to pay for someone else's damage or loss? Then you must refund that amount to us. We call that exercising recourse. The General Product Conditions of the compulsory insurance explain how that works.

### If you have accidentally provided us with incorrect information or if you have forgotten to disclose important information

What if we find out that you have accidentally provided us with incorrect information or have forgotten to provide us with important information? Then we will have one month to change the insurance or to terminate it. After this one month we will no longer be able to change or terminate your insurance for this reason.

#### 1. Changing the insurance

We may opt to change the insurance. In that case, we will send new Policy Schedule to you containing these changes. The amended insurance will apply from the day on which we found out that you had provided us with incorrect information or forgotten to provide us with important information.

- a. What if you pay the premium for the insurance? Then we will assume that you agree with the new insurance.  
Of course, you can also sign the new Policy Schedule and send them to your *intermediary*.
- b. If you do not agree with the amended insurance, you must notify us. You will have one month to do so from receipt of the new Policy Schedule. We may then terminate the insurance within 15 days.
- c. If you do not respond within that month, we may terminate the insurance within 15 days.

#### 2. Terminating the insurance

We may opt to terminate your insurance. We may terminate the insurance if we would never have given you the insurance if you had provided all the correct information immediately. We must be able to demonstrate that.

### If we find out, in the event of a claim, that you have provided incorrect information or that you have forgotten to disclose important information

What if you notify us that you or an insured party have suffered damage or loss or have caused damage or loss? And then we find out that you provided us with incorrect information when you took out the insurance? Or that you forgot to provide us with important information? Then we can do a number of things. What we will do depends on whether or not you could have known.

#### 1. You could not have known

What if you could not have known that you had provided incorrect information or that you had forgotten to provide important information? And what if you or an insured party suffered damage or loss or caused damage or loss to someone else or to something belonging to someone else before we changed or terminated the insurance? Then we must settle the claim as set out in the *insurance terms and conditions*.



## 2. You could have known

- a. What if you could have known that you had provided incorrect information or that you had forgotten to provide important information? And what if you or an insured party suffered damage or loss or caused damage or loss before we changed or terminated the insurance? Then we will pay for some of the damage or loss. How much we will pay depends on the premium that you should have paid.

### An example

- We take the premium that you should pay. We divide that amount by the premium that you actually pay. For example: EUR 100 / EUR 50 = 2.
- We take the amount that we should pay you for the damage or loss according to the *insurance terms and conditions*. We divide that amount by the answer to step 1. For example: EUR 1,000 / 2 = EUR 500.
- According to this example, we will pay EUR 500 for the damage or loss instead of EUR 1,000.

- b. What if you would never have obtained the insurance if you had provided all the correct information when you took out the insurance? And what if we can demonstrate that? Then we will pay no more than the amount that you have paid to us as a premium.

**Note!** This only applies to compulsory insurance: What if, according to compulsory insurance, we have to pay for someone else's damage or loss? Then you must refund that amount to us. We call that exercising recourse. The General Product Conditions of the compulsory insurance explain how that works.

## Chapter 5. What must you do if this information changes?

What if the information that we have changes?

Then you must disclose this new information to us. We will use the information that we receive from you to recalculate how great the risk is that you or an insured party will suffer damage or loss or that you or an insured party will cause damage or loss to someone else or to something belonging to someone else. And with that risk we will see whether the insurance and the premium are still correct.

**Note!** What if you are not sure whether you must disclose information to us? Then contact your *intermediary*.

### If the risk that you or an insured party will suffer damage or loss or cause damage or loss to someone else or to something belonging to someone else is greater

1. What if the information that we have changes? And this increases the risk that you or an insured party will suffer damage or loss or cause damage or loss to someone else or to something belonging to someone else? And that risk remains greater? Then you must disclose this change to us immediately.
2. What if we would have provided you with different insurance if you had wanted to take out insurance with this new information? Then we can change your insurance or terminate it. We must arrange this within one month from the day on which we obtained the new information.  
After this one month we will no longer be able to change or terminate the insurance for this reason.

#### 1. Changing the insurance

We may opt to change the insurance. In that case, we will send new Policy Schedule to you. The amended insurance will apply from the day on which we found out that you should have provided us with new information.

- a. What if you pay the premium for the amended insurance? Then we will assume that you agree with the insurance. Of course, you can also sign the new Policy Schedule and send them to your *intermediary*.
- b. If you do not agree with the amended insurance, you must notify us. You will have one month to do so from receipt of the new Policy Schedule. We may then terminate the insurance within 15 days.
- c. If you do not respond within that month, we may terminate the insurance within 15 days.

#### 2. Terminating the insurance

We may opt to terminate the insurance. We may terminate the insurance if we would never have given you the insurance if you had provided the new information immediately. We must be able to demonstrate that.

### If the risk that you or an insured party will suffer damage or loss or cause damage or loss is lower

1. What if the information that we have changes? And this reduces the risk that you or an insured party will suffer damage or loss or cause damage or loss? And that risk remains lower? Then we recommend that you disclose this change to us as soon as possible.
2. What if we would have provided you with different insurance if you had wanted to take out insurance with this new information? Then we will reduce the premium. This premium will apply from the day on which you



disclosed the change to us.

3. What if we are unable to agree on the new premium within a month? Then you may terminate the insurance.

#### **If we find out, in the event of a claim, that the information has changed**

What if you notify us that you or an insured party have suffered damage or loss or have caused damage or loss to someone else or to something belonging to someone else? And we then find out that the information has changed? Then we can do a number of things. What we will do depends on whether you disclosed the change on time or late or have yet to do so.

#### **1. You disclosed the change on time**

- a. What if you disclosed the change to us on time? And what if you or an insured party suffered damage or loss or caused damage or loss to someone else or to something belonging to someone else before we changed or terminated the insurance? Then we must settle the damage or loss as set out in the *insurance terms and conditions*.
- b. **Note!** What if you disclosed the change late or not at all? And you could not have known that you had to report this change to us? Then we will also settle the damage or loss as set out in the *insurance terms and conditions*.

#### **2. You could have known that you had to report the change immediately and you failed to do so**

- a. What if you disclosed the change late or not at all? And you could have known that? Then we will pay for some of the damage or loss. How much we will pay depends on the premium that you should have paid normally.

#### **An example**

- We take the premium that you should pay. We divide that amount by the premium that you actually pay. For example: EUR 100 / EUR 50 = 2.
- We take the amount that we should pay you for the damage or loss according to the *insurance terms and conditions*. We divide that amount by the answer to step 1. For example: EUR 1,000 / 2 = EUR 500.
- According to this example, we will pay EUR 500 for the damage or loss instead of EUR 1,000.

- b. What if you would never have obtained the insurance if you had provided this new information when you took out the insurance? And what if we can demonstrate that? Then we will pay no more than the amount that you have paid to us as a premium.
- c. What if you have deliberately disclosed the change late or not at all? Then you are committing *insurance fraud*. In that case, we will not pay for any damage or loss. We will keep the premiums that you have paid to us.

**Note!** This only applies to compulsory insurance:

What if, according to the compulsory insurance, we have to pay for someone else's damage or loss? Then you must refund that amount to us. We call that exercising recourse. The General Product Conditions of the compulsory insurance explain how that works.

#### **Do you no longer need the insurance?**

Are you selling your car? Has your barn burned down? Or do you have a different job? If so, you probably no longer need the insurance that goes with this. Do you no longer have something for which you took out insurance? If so, you must notify us immediately. We will then discontinue your insurance.

## **Chapter 6. When will you pay for this insurance?**

You will pay us the premium for your insurance on the *renewal date*. The premium will include all the costs that you must pay as stipulated by the authorities. We will send you a *renewal date notice* in good time. This will state how much you must pay, when you must pay it and to whom.

We will arrange who you may pay with your *intermediary*.

- What if you can pay your *intermediary*? Then your *intermediary* must ensure that we receive the premium.
- What if you are late paying the premium and we send you a registered letter about this? Then you will no longer be able to pay this premium through your *intermediary*.
- What if you pay other premiums on time again? Then you may pay through your *intermediary* again. You will not need permission again to do so.



## Chapter 7. What will happen if you do not pay or if you do not pay in full?

What if you do not pay the premium on time or at all? Or not in full? Then we will send you a first reminder letter. If you have still not paid, we will send you a registered letter. The legislator also gives us the option of declaring you in default by means of a bailiff's writ.

### What does the first reminder letter say?

The first reminder letter contains the following information:

- When you had to pay the premium and how much the premium is.
- Before when you must still pay the premium. This will be within 14 days of the date of the postmark on the envelope. This period commences on the 3rd working day following the date of the postmark on the envelope.
- What happens if you have not paid on time? If you do not pay the premium or do not pay it in full before the end of the payment term, you will have to pay additional costs and/or late payment interest at the statutory interest rate that applies to late payments in commercial transactions.

The amount of the additional cost is never more than:

- a. 20 euros if the outstanding balance is not more than 150 euros;
- b. 30 euros plus 10 % of the outstanding amount on the portion between 150.01 and 500 euros if the outstanding balance is between 150.01 and 500 euros;
- c. 65 euros plus 5 % of the outstanding amount on the portion above 500 euros, with a maximum of 2,000 euros if the outstanding balance exceeds 500 euros. These amounts can be indexed by the King on the basis of the consumer price index.

### What will the registered letter contain?

If you have still not paid the premium at the expiry of the payment term of the first reminder letter, we will send you a registered letter. The registered letter will contain the following information:

- When you had to pay the premium and how much the premium is.
- By when you must still pay the premium. This will be within 16 days of the date of the postmark on the envelope. Please note! You may no longer pay the premium through your intermediary, even if that was previously the arrangement. What if you do so anyway? Then the payment will only be valid once we have received the amount.
- What will happen if you do not pay.

### You must pay extra costs

From the day we send you the registered letter, you must:

1. pay us the additional costs stated in the first reminder letter. Because you have not paid the premium, we incur additional administrative costs. For instance, we must send letters to you or to your bank. The amount of the premium is increased by the amount of the additional costs.
2. and pay the late payment interest stated in the first reminder letter on the amount that you have not yet paid.

### If you still do not pay

What if you have still not paid within 16 days? Then we may suspend your insurance temporarily or cancel it.

#### 1. Suspending the insurance temporarily

We may suspend an insurance policy temporarily. We call that suspending the cover.

- a. If we do so, we will no longer pay for any new damage or loss that you or an insured party suffer or cause to someone else or to something belonging to someone else.
- b. We will pay for new damage or loss again once you have paid all the premiums to us that you must pay. You must also pay us all the interest and administrative costs.
- c. If the insurance has been suspended temporarily, you must continue to pay the premium. After 3 years we can no longer oblige you to continue paying the premium.

#### 2. Cancelling the insurance

- a. Sometimes the registered letter will state that we will cancel the insurance if you do not pay. What if the registered letter states that we are suspending the insurance temporarily and also cancelling the insurance immediately? Then the insurance will end definitively at the earliest 15 days after the first day of the temporary suspension of the insurance.



- b. We may also cancel your insurance if you do not pay your premium(s), without first temporarily suspending the insurance. However, you will receive a registered letter in advance in which the end date of the insurance is clearly stated. The end date is at the earliest 15 days after we have sent that letter by post.
- c. Does our letter only state that we are temporarily suspending your insurance? And do we want to cancel the insurance later? Then we will send you a new registered letter.

## Chapter 8. May we change the insurance or the premium?

We may change the insurance. We may also change the premium if we change our rates. The new insurance or the new premium will then apply from the next annual *renewal date*.

If we change the premium or the insurance, we will mention that in our *renewal date notice*.

### How do you accept the change?

1. What if you pay the premium for the amended insurance? Then we will assume that you agree with the amendment. Of course, you may also sign the new Policy Schedule and send it to your *intermediary*.
2. **Note!** What if you pay by direct debit? And you do not agree with the change? Then you must reclaim the premium via your bank.

### If you do not agree with the change

What if you do not agree with the change? Then you may terminate the insurance that we have changed or the part of the insurance that we have changed.

**Note!** What if we have to change the insurance or the premium by law? Then you cannot terminate the insurance.

### How can you terminate the insurance?

You can terminate the insurance by sending us a registered letter. We call this letter a termination letter. It is important that you clearly explain in the termination letter which change you do not agree with. The date by when you must send the letter depends on when you learn from us that the premium or the insurance is changing.

#### 1. Four months or more before the annual renewal date

What if we inform you that the premium or the insurance is changing four months or more before this *renewal date*? Then you must hand in the termination letter to the post office and send it to us at least three months before this *renewal date*.

#### 2. Less than four months before the annual renewal date

What if we tell you that the premium or the insurance is changing less than four months before this *renewal date*? Then you must decide what to do within three months.

- a. What if you want to discontinue the insurance on the annual *renewal date*? Then you must terminate the insurance at least one month before this *renewal date*.
- b. What if you can't do that? But you do terminate the insurance within three months? Then it will take one month for the insurance to actually end. This means that the insurance will continue for a short while after this *renewal date*.
  - The old insurance and premium will apply.
  - You will only pay a premium for the time that you still have the insurance and therefore not for the entire year.

## Chapter 9. When will the insurance commence?

The insurance will only commence properly once you have paid the premium for the first time. What if the Policy Schedule provides a date after that day? Then the date in the Policy Schedule will apply.

We know that you will need some time to pay, so you will start enjoying the insurance from the moment that you take it out. This will apply until we have to remind you that you have yet to pay us. Or until your *intermediary* informs us that you have not paid the premium yet.

**Note!** It may be that the commencement dates of the various parts of your insurance are not the same. So, read the Policy Schedule carefully.

## Chapter 10. When will the insurance end automatically?

The insurance will end automatically in the situations below.



### The insurance will run for less than one year

What if the insurance will run for less than one year? Then it will end on the *main renewal date*.

### You sell your house, another building or land

What if you have insurance for a house, another building or land? Then the insurance will end three months after the date on which you sold the house, the other building or the land. We will count from the date on which the buyer signs the deed of sale at the notary's office. The insurance will remain in place for the new owner for three months until he/she takes out his/her own insurance. We will only pay for his/her damage or loss if he/she does not have other insurance in place within these three months.

### You sell or get rid of something else

What if you have insurance for other things? Such as a car or paintings? Then the insurance will end when these things are no longer in your possession.

**Note!** It may be that there is a different arrangement in the Policy Schedule. So, read the Policy Schedule carefully. If necessary, ask your *intermediary* for advice.

**Note!** This only applies to Motor Third Party Liability insurance.

Exceptions apply to Motor Third Party Liability insurance. So, read the General Conditions of this insurance carefully.

### You no longer need your insurance for some other reason

What if you no longer need your insurance for some other reason? For example, because you have a different job? Then the following will apply:

- If you report this within three months, we will discontinue your insurance. The insurance will end from the date on which you no longer need it.
- If you report this later, we will discontinue the insurance from the date on which you informed us that you no longer need the insurance.

**Note!** This only applies to Motor Third Party Liability insurance:

- What if the authorities demand the vehicle? This means that the authorities are seizing the vehicle or claiming it for their own use. Then we will discontinue the Motor Third Party Liability insurance temporarily. By this we mean that the insurance will not apply temporarily. You will not pay a premium and we will not pay for any damage or loss.
- What if the Motor Third Party Liability insurance has been discontinued temporarily and you are about to drive it again or to drive another motor vehicle? Then you must notify us.

### Will we refund some of the premium?

What if the insurance ends and you have paid too much premium as a result? Then you will get that part of the premium back. We will pay within 30 days of the end of the insurance. Please let us know which account you would like us to deposit the money into.

## Chapter II. When may we and you terminate the insurance?

We and you may also terminate the insurance. But this can't happen arbitrarily. When it can happen is explained below.

### You may terminate the insurance or part of the insurance

You may terminate the insurance or part of the insurance in the situations below.

1. You may terminate the insurance by the *main renewal date*. You must inform us at least three months before the *main renewal date*.
2. What if the insurance will begin one year or more after the date on which you took out the insurance? Then you may terminate the insurance by the date on which the insurance will begin. You must inform us at least three months before that date.
3. As a *consumer*, you may cancel the insurance or part of the insurance at any time once the insurance has been in effect for at least 1 year.
4. If the risk that you or an insured party will suffer damage or loss or cause damage or loss to something or to someone else is reduced. Chapter 5 contains more information on this.
5. If you have a *combination policy* and we terminate one of the insurance covers within it.
6. If we have gone bankrupt.
7. If we change the insurance or if we change the premium because we are changing our rates. Chapter 8 contains more information on this.
8. If we can no longer offer insurance.



9. After a claim. You can terminate the insurance no later than one month after we have paid or after we have announced that we will not pay.

**Note!** This only applies if you take out insurance through *remote selling*:

What if you take out the insurance through *remote selling*?

Then you may still terminate the insurance. In that case, you must do so immediately, within 14 days. These 14 days will begin on the date on which you take out the insurance.

What if you do not receive the *insurance terms and conditions* of the insurance until later? Then the 14 days will begin on the date on which you receive the *insurance terms and conditions*. The insurance will end as soon as you terminate it.

**Note!** What if the insurance will run for less than one month?

Then you cannot terminate it.

**Note!** This only applies if you take out insurance with a *pre-signed policy*:

What if you take out insurance with a *pre-signed policy*?

Then you may terminate the insurance within 14 days. The insurance will end immediately.

**Note!** What if the insurance will run for less than 30 days? Then you cannot terminate it.

### We may terminate the insurance or part of the insurance

We may terminate the insurance or part of the insurance in the situations below.

1. We may terminate the insurance by the *main renewal date*. We must inform you at least three months before the *main renewal date*.
2. What if the insurance will begin one year or more after the date on which you took out the insurance? Then we may terminate the insurance by the date on which the insurance will begin. We must inform you at least three months before that date.
3. If you have a *comprehensive insurance policy* and you decide to cancel one of the insurances within it.
4. If you provide us with incorrect information. Chapters 4 and 5 contain more information on this.
5. If the risk of damage or loss increases. Chapters 4 and 5 contain more information on this.
6. If you do not pay the premium. Chapter 7 contains more information on this.
7. If you go bankrupt. Chapter 12 contains more information on this.
8. If you die. Chapter 13 contains more information on this.
9. After a claim. We can terminate the insurance no later than one month after we have paid or after we have announced that we will not pay.
10. If you commit *insurance fraud*.

**Note!** This only applies to Motor Third Party Liability insurance:

- We may terminate the insurance if the law changes and that affects third-party liability or insurance for that liability. If we terminate the insurance, we must do so within six months of the change.
- We may terminate the insurance if the vehicle does not have a valid roadworthiness certificate. Or if the vehicle does not satisfy the General Regulations governing the Technical Requirements for Motor Vehicles.
- We may terminate the insurance if the authorities have demanded the vehicle. This means that the authorities are seizing the vehicle or claiming it for their own use.
- We may terminate the insurance if we are convinced that you cannot pay the premium.
- After a claim.
  - We may only terminate the insurance if you are liable.
  - We cannot terminate the insurance if this concerns damage or loss suffered by vulnerable road users, such as cyclists and pedestrians, for which you are not liable.

**Note!** This only applies to a Fire Simple Risks policy:

- What if we discontinue the Natural Disasters insurance temporarily? By this we mean that the insurance will not apply temporarily. You will not pay a premium and we will not pay for any damage or loss. Or what if we terminate this insurance? Or if this insurance is null and void? Then that will also automatically apply to the Fire insurance.
- What if we discontinue the Fire insurance temporarily? By this we mean that the insurance will not apply temporarily. You will not pay a premium and we will not pay for any damage or loss. Or what if we terminate this insurance? Or if this insurance is null and void? Then that will also automatically apply to the Natural Disasters insurance.

**Note!** This only applies if you take out insurance through *remote selling*:

What if you take out the insurance through *remote selling*? Then we may terminate the insurance within 14 days. These 14 days will begin on the date on which you take out the insurance.

What if you do not receive the *insurance terms and conditions* of the insurance until later? Then the 14 days will begin on the date on which you receive the *insurance terms and conditions*. The insurance will end after eight



days.

**Note!** What if the insurance will run for less than one month? Then we cannot terminate it.

**Note!** This only applies if you take out insurance with a *pre-signed policy*:

What if you take out insurance with a *pre-signed policy*? Then we may terminate the insurance within 14 days. In that case, the insurance will end eight days after the termination.

**Note!** What if the insurance will run for less than 30 days? Then we cannot terminate it.

#### How can we and you terminate the insurance?

You and we can terminate the insurance in the following ways:

- By sending a registered letter. You will find our address in chapter 16.
- By an electronic registered mail, provided that you or we have agreed to this in advance.
- With a writ.
- You may also hand in a termination letter to one of our offices. We will then sign the letter to confirm receipt.

**Note!** Always tell us why you are terminating the insurance. For example, are you terminating the insurance after a claim or because we have changed the premium or the insurance? Always mention the reason in your termination letter.

#### When will the insurance end?

You and we have a notice period for termination. This means that the insurance will end after a certain amount of time, rather than immediately, if we terminate the insurance. We will calculate the notice period from:

1. the day that follows the date on which you or we handed in the letter to the post office;
2. the day following the day on which an electronic registered mail was sent;
3. the day after the date stated on the writ;
4. the day after the date stated on the proof of receipt of the termination letter.

An example. What if the notice period is one month? And you hand in the registered letter to the post office on 1 July? Then the insurance will end on 2 August.

The Policy Schedule contains precise details of the date until which you can terminate the insurance if you wish to do so by the *main renewal date*.

#### What notice periods apply?

What if we or you wish to terminate the insurance? Then this will depend on why you or we are terminating it.

1. What if we or you wish to terminate the insurance by the principal renewal date? Then you must observe a period of two months and we must observe a period of termination of three months.
2. Are you a *consumer* and would you like to terminate the insurance at a time of your choice, after the insurance has been in effect for at least one year? Then you must observe a period of cancellation of two months.
3. Can we or you terminate the insurance for any other reason, without a specific period of termination being set for this? Then we and you have a period of termination of one month.

#### Will we refund some of your premium?

What if we or you terminate the insurance or part of the insurance? And you have paid too much premium as a result? Then you will get that part of the premium back. We will pay within 30 days of the end of your insurance or part of the insurance. Please let us know which account you would like us to deposit the money into.

## Chapter 12. If you go bankrupt

What if you go bankrupt? Then your creditors will get your insurance. They will be represented by the receiver, who will be appointed by the court.

1. The receiver may terminate the insurance at any time from the date on which you went bankrupt until three months later.
2. We must wait for three months after you went bankrupt and only then may we terminate the insurance.
3. In both situations, the insurance will then end one month after the termination.



## Chapter 13. If you die

The insurance will not end if you die. The insurance will automatically pass to your heirs. If they wish to stop the insurance, the following will apply:

- The heirs may terminate the insurance within three months and 40 days of the date of your death. The insurance will then end one month later.
- We may terminate the insurance within three months of the date on which we heard of your death. The insurance will then end one month later.
- The heirs may always terminate the insurance by a *main renewal date*. They must inform us of this at least three months before the *main renewal date*.
- We may also terminate the insurance by a *main renewal date*.

**Note!** This only applies to Motor Third Party Liability insurance:

What if someone will inherit the car if you die? Then he/she will also receive the Motor Third Party Liability insurance. He/she can terminate the insurance within one month from the date on which he/she was given the car. The insurance will then end one month later.

### There is more than one heir

It may be that there is more than one heir if you die. In that case, the insurance will automatically apply to all those people. They must all adhere to the *insurance terms and conditions*.

1. What if these people wish to stop the insurance? Then they must send a termination letter signed by all of them. They must also send us proof that the insurance belongs to them all collectively.
2. What if they wish to give the insurance to one person? Then they must send a letter stating who the new policyholder will be. Of course, this letter must be signed by all of them.

## Chapter 14. What will we do in the event of insurance fraud?

What we will do in the event of *insurance fraud* depends on the law, the General Conditions of the insurance and the Policy Schedule. This may mean that we will file a complaint against you with an investigating judge.

We may also send your data to the economic interest grouping Datassur. This institution will use the data solely to prevent *insurance fraud*

and to limit the risks for insurers.

Everyone is entitled to view or amend their data. To do this, you must send a letter with a copy of your passport or identity card to:

Datassur ESV  
de MeeÛsquare 29  
B-1000 Brussels

More information on this can be found on the website at [www.datassur.be](http://www.datassur.be).

## Chapter 15. To which address will we send our letters?

1. If we send you a letter, we will send it to the most recent address that we have for you. If your address changes, you must disclose that to us as soon as possible.
2. **Note!** Your address may also be important information that will help us to determine the risk of damage or loss. So, you are obliged to disclose your new address. More information on this can be found in chapter 5.
3. What if several people are the policyholder? Then every letter that we send to one of them will apply to all of them.

## Chapter 16. Our details

We are Baloise Insurance. Our website is [www.baloise.be](http://www.baloise.be). Our postal addresses are:

- **Antwerp:** Posthofbrug 16, 2600 Antwerp, Belgium
- **Brussels:** Boulevard du Roi Albert II 19, 1210 Brussels, Belgium
- **Ghent:** Gaston Crommenlaan 4, blok A bus 0201, 9050 Ledeborg, Belgium
- **Hasselt:** Herkenrodesingel 6, 3500 Hasselt, Belgium



## Chapter 17. What if you have a complaint?

What if you have a complaint? Then contact your *intermediary* first.

What if he can't resolve your problem? Then pass your complaint on to us. This can be done in the following ways:

- By letter. Send the letter to one of the addresses in chapter 16.
- Via [www.baloise.be](http://www.baloise.be). If you click on 'complaints' (klachten), you will find a form to fill in.
- Send an email to [klacht@baloise.be](mailto:klacht@baloise.be).
- Call us. The telephone number is +32 (0)78 15 50 56.

What if your problem has still not been resolved? Then you can contact the Insurance Ombudsman. This can be done in the following ways:

- By letter. Send the letter to de Meeûssquare 35, 1000 Brussels, Belgium.
- Via [www.ombudsman.as](http://www.ombudsman.as). There you will find a form that you can fill in.
- Send an email to [info@ombudsman.as](mailto:info@ombudsman.as).
- Send a fax to +32 (0)2 547 59 75.

You may also take your problem to a Belgian court.

## Chapter 18. Who can help you best?

Do you have questions about the insurance? Or do you need advice? If so, contact your *intermediary*. Your *intermediary's* details can be found in your Policy Schedule.

## Chapter 19. Which law applies?

1. The Insurance Act of 4 April 2014 and the provisions of the various implementing decrees apply to our insurance.
2. These contain imperative rules. We and you must adhere to these rules.
3. They also contain non-imperative rules. These rules also apply unless there are different rules in our *insurance terms and conditions*.