

ING Home & Family Insurance General conditions Owner



insured by



Listed below you will find the general terms and conditions of the ING Home & Family Insurance.

These contain a complete summary of the conditions and exclusions for all insurances. After signing the insurance contract you will be sent the general terms and conditions including the texts that exclusively apply to you, based on the cover you require. Each insurance policy will always state which situation these texts apply to. If nothing specific is mentioned, then the provisions will only apply if you have taken out the associated insurance.

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Introduction

How should you read these general conditions?

All words that appear in *italics* are explained in the definitions at the end of these *general conditions*.

The general provisions describe elements that apply to the whole of the insurance contract.

There is a separate chapter on each insurance type.

Who do we mean by?

You (the policyholder)

The person who enters into the insurance contract with us and pays the *premium*.

You (the insured)

The people whose interests are insured under the *insurance contract*.

This is you (the policyholder) and the people who live with you. Variations from this definition are explained separately under each insurance type.

We, us (the insurer)

NN Non-Life Insurance NV with head office located at: Prinses Beatrixlaan 35, 2595 AK The Hague, Netherlands.

Third party

Anyone other than you (the insured), or us.

How can you contact us about this insurance contract?

You can call us on 02 464 60 04 or email us at homefamily@nn.be.

Please address any letters to

Avenue Fonsny 38, B-1060 Brussels.

What if you have a claim?

Call us on the number +32 2 550 06 00.

Our claim lines are open 24 hours a day, 7 days a week.

Or email us at myclaim@nn.be.

Further in these *general conditions* you receive more information about what to do if you have a claim.

Not satisfied?

If you are not satisfied, please contact us in any of the ways mentioned above. If you are not happy with our response, you may contact:

- either Complaint Management,
Cours Saint-Michel 60, B-1040 Brussels
(plaintes@ing.be - Tel. + 32 2 547 61 01 - Fax + 32 2 547 83 20)
- or the Insurance Ombudsman,
de Meeûssquare 35, B-1000 Brussel
(www.ombudsman.as - info@ombudsman.as -
Tel. + 32 2 547 58 71 - Fax: + 32 2 547 59 75).

How can you (the policyholder) change the insurance contract?

You can change the insurance contract on any day.

Simply call us on 02 464 60 04 or email us at homefamily@nn.be.

Please remember the following important points:

1. Whenever something changes in the data listed on the policy, you should inform us immediately.
2. We assess changes in the same way that we would assess a new application for an insurance contract. A change could make your premium higher or lower. We may not be able to accept the change, or we may have to bring the insurance contract to an end.

General provisions

How is your insurance contract put together?

Your insurance contract is made up of 2 parts:

1. The *general conditions* (this document), which explain the losses we will cover, the exclusions and the obligations on both sides;
2. The *policy* includes the special conditions that apply specifically to you. The statements in the *policy* take precedence over the general conditions. You receive this document when you take out, change or renew your insurance contract for another year.

What is the legal framework?

This insurance contract falls within the scope of the Insurance Contracts Act of 4 April 2014, and the legislation and Royal Decrees relating to insurance contracts.

This insurance contract also comes within the scope of the national and international regulations with regard to the (prohibition of) provision of financial services. This legislation prohibits us from signing a contract with or benefiting (legal) persons that appear on national and/or international lists (sanctions lists) due to their involvement in terrorism, money laundering practices or related crimes. We regularly check this. If, within 10 days of signing the insurance contract, it comes to our attention that you (the policyholder) appear on a list of persons subject to sanctions, then no valid insurance has been established. If you appear on a list of persons subject to sanctions as a policyholder, insured person or third party during the period of the insurance contract, then no assistance or any other services will be provided in case of an event of loss or damage.

We explain these laws in the simplest possible terms. If there is anything in the insurance contract which is inconsistent with these aforementioned laws, these laws shall then apply.

When does your insurance contract start?

The insurance contract starts on the date stated in the *policy* at 00.00 hrs.

What is the length of this insurance contract?

The length of this insurance contract is one year. The insurance contract is tacitly renewable every year on the *main renewal date*. We will notify you of this a few weeks before the *main renewal date*. If you add or change insurances in the course of the year the *main renewal date* will remain unchanged. The *main renewal date* is stated in your *policy*.

When can the insurance contract be cancelled?

We explain below when the *insurance contract* can be ended.

When can you (the policyholder) cancel the insurance contract?

1. You can cancel the whole or part of the insurance contract on the **main renewal date**. In that case you must tell us in writing at least 3 months before the *main renewal date*.
2. You can cancel the insurance contract if we **change the tariff**. In that case we will apply the legal terms and provisions. If this applies to you, we will tell you.
3. You can cancel the insurance *contract* after a **claim**. You can do this up to 1 month after we pay or refuse to pay indemnity. In that case, the insurance contract will end 3 months after notice was given.
4. You can **cancel** the insurance contract within **14 calendar days** of receiving your *policy*, the *general conditions* and the precontractual information. You need not give us your reason for this. The cancellation will take effect immediately after you give us notice. If your insurance contract has already started, you are obliged to pay for the period over which the risk was covered.

When can we cancel the insurance contract?

1. We can cancel the whole or part of the insurance contract on the **main renewal date**. We will notify you in writing at least 3 months before the next *main renewal date*. If we cancel part of the contract you will be entitled to cancel the whole of the insurance contract on the *main renewal date*. In that case you must give us at least 3 months' notice in writing before the *main renewal date*.
2. We can cancel the whole or part of the insurance contract after a **claim** at the latest one month after paying or refusing to pay indemnity. This cancellation will then take place 3 months after notice was given.
3. We can cancel the insurance contract following **non-payment of the premium**. If you do not pay the *premium* we will send you a reminder. If we do not receive your payment after sending your reminder we will send you a registered letter of default. If you do not pay within the term set in that letter, your insurance contract will be cancelled.
4. Other cancellation options will be open to us in **specific situations**. We explain them later in these *general conditions*.

What happens to the insurance contract if you (the policyholder) die?

The insurance contract will be transferred to the rightful claimants (beneficiaries).

The rightful claimants can:

- continue the contract;
- end the contract within 3 months and 40 days of the death. The insurance contract will then end 1 month after we receive notice.

How is your premium calculated?

We calculate your *premium* from your answers to the questions we asked when you took out or changed the insurance contract. These answers are fully incorporated in the *policy*.

Are the sums insured, the maximum indemnity limits and the premium automatically adjusted?

For the insurances Buildings, Contents, Extra Cover and Theft the following applies:

The *maximum indemnity limits* stated in the *policy* and *premium*, are annually adjusted based on the relationship between:

- the *ABEX index* that applies this years *main renewal date*;
- and the *ABEX index* that applies at *main renewal date* of last year.

The *maximum indemnity limits* mentioned in the general conditions are adjusted based on the relationship between:

- the *ABEX index* that applies at the time of the claim;
- and the *ABEX index 789*.

In the case of a claim we apply the ABEX that applied at the time of the claim.

The *maximum indemnity limits* under third party and/or extra-contractual liability are always linked to the *consumer prices index* for the complete length of the insurance contract. The index 130,59 (index figure for April 2018, where 2004 basis = 100) serves as the basic index.

The *premium* of the third party and/or the extra-contractual liability is not indexed.

The indemnity thresholds, *maximum indemnity limits* and *premium* for Legal assistance insurance are not indexed.

Home insurance

General provisions

Which home is insured?

Only the *home* (all structures, unless stated otherwise in the *policy*) at the address stated in the *policy* is insured. *Garages* for private use at another address in Belgium, of which you are the owner or tenant, are also insured provided you count them in the floor area you report under outbuildings.

What do we mean by home?

By *home* we mean the house, apartment or apartment building at the address stated in the *policy*.

The *home* consists of:

- main building: all of the connected areas in a house or apartment, including but not limited to the entrance hall, corridor, 1 or more toilets, bathrooms, dressing rooms, washrooms, storage rooms, central heating boiler rooms, *garages* (except apartment *garages* or parking bays), cellars (except apartment cellars), attics and verandas;
- outbuilding: any building that is separate from the main building, such as a garden shed, greenhouse, *garages* (including apartment *garages* or parking bays) or the cellars of an apartment;
- gates, fences even in the form of planting;
- paving, such as drives and terraces;
- foundations;
- indoor or outdoor swimming pools sunk into the floor, the terrace or the ground;
- jacuzzis sunk into the floor, the terrace or the ground;
- *garages* for private use and located at another address in Belgium, of which you are the owner or tenant, are also insured provided you count them in the floor area you reported for outbuildings;
- decorations and permanent fixtures such as bathroom, kitchen, wallpaper, paint, lowered ceilings. In brief, any item or unit that is fixed in the home and cannot be removed without damaging it or the *home*;
- [owner-landlord] any permanent improvement made by a tenant unless you agreed otherwise in the tenancy agreement. For example: the tenant fits a kitchen, bathroom, lowered ceiling;
- *solar panels* provided they have been fitted in accordance with the manufacturer's instructions;
- goods which you have stored for use in the insured *home*, such as lowered ceiling, insulation and floor covering;
- permanent fixture for the professional activity you stated in the *policy*;
- permanent fittings and fixtures left over from a previous tenant;
- gas, electricity, water and sewage connections between the *home* and the mains;
- the home automation system.

**The surface area of your home.
What do we mean by that?**

This is the number of square meters (exterior walls included) of all floors of the main building, including basements, attics and garages. Both equipped and non-equipped cellars and attics are taken into account.

Apartment cellars, garages or parking bays are added to the surface area of the outbuildings.

In the case of the outbuilding, this is the number of square meters of the outbuildings, including the outside walls of all floors (including any garages located at a different address in Belgium). Where apartments are concerned, this also comprises cellars, garages and/or parking bays in the apartment building.

**The number of places of your home.
What do we mean by that?**

The number of rooms (furnished or unfurnished) in the main building and any outbuildings is stated in the *policy*.

These are the rooms larger than 4m² and which are not included in the following list:

- 1 dining room;
- 1 sitting room;
- 1 kitchen;
- 1 or more toilets;
- hallways and corridors;
- crawl space;
- car port;
- pergola;
- terraces and balconies.

For example, a 2nd sitting room, 2nd kitchen or kitchenette, 2nd dining room, bedrooms, bath and shower rooms, a cellar*, attic, offices, dressing rooms, hobby rooms, library, laundry, sun room, greenhouse, storage space, utility rooms, reception rooms, mezzanines, garages**, parking bays**, sheds, ...

An outbuilding that is larger than 4 m² with several partitions should be counted as 1 room.

*A cellar with several partitions should be counted as 1 room.

** If you have more than 1 garage or parking bay, you should count them separately.

My home has a timber frame. Is this something I need to mention?

Yes, you will need to tell us if the supporting structure of the main building (except the roof structure and the bearing floors) has a timber frame such as a prefab timber construction, solid timber construction or timber frame construction.

I have a home with a thatched roof. Is this something I need to mention?

Yes, you must report this if the roof covering of the primary residence consists of more than 25% reed.

Which homes we do not insure?

We do not insure:

- caravans, mobile homes or houseboats.

Which contents are insured?

If you are living in the building.

Contents include all your and to you entrusted household goods in the *house* or in the garden of the *house*, such as your furniture, non-incorporated electrical appliances, *jewellery*, *securities*, books, clothing, gardening tools, *garden furniture*, outdoor toys, jacuzzis which are not sunk into the floor, the terrace or the ground, equipment used for hobbies, personal property belonging to your guests.

The following also come under contents:

- the *equipment*, not permanent fixtures, and movable property used in your liberal profession or purely administrative professional activity, provided you stated them in the process of applying for or in the course of this insurance contract;
- pets and barnyard animals, unless used for breeding or destined for sale;
- medical equipment provided by a healthcare organisation is also covered provided you can produce an agreement showing that you are responsible for it.

If the building is rented:

Contents include all the household goods in the *house* rented by you or in the garden of the *house*, such as your furniture, non-incorporated electrical appliances, *jewellery*, *securities*, books, clothing, gardening tools, *garden furniture*, *outdoor toys*, jacuzzis which are not sunk into the floor, the terrace or the ground, equipment used for hobbies, personal property belonging to your guests.

The following also come under contents:

- the *equipment*, not permanent fixtures, and movable property used in your liberal profession or purely administrative professional activity, provided you stated them in the process of applying for or in the course of this insurance contract;
- pets and barnyard animals, unless used for breeding or destined for sale;
- medical equipment provided by a healthcare organisation is also covered provided you can produce an agreement showing that you are responsible for it.

Which contents are not insured?

We do not cover:

- 1) *Merchandise*;
- 2) *Goods and equipment* used to carry out a professional activity that we cannot insure;
- 3) Pets and barnyard animals kept for breeding or for sale. Irrespective of whether they:
 - a) were present in your *home* coincidentally;
 - b) belong to you, were entrusted to you or belong to your *guests*;
- 4) Motor vehicles with a cylinder content in excess of 50 cc or whose speed exceeds 45 km/h, including motorboats, jet skis, and motor vehicles for which motor insurance is compulsory, unless specified otherwise under *stored vehicles* cover;
- 5) Tenant and user content.

Your content has first risk cover. What does this mean?

The sum you have chosen is the maximum you can claim for your contents.

This means that your indemnity for a contents claim under this cover can never be higher than the sum stated in the *policy*.

You choose the maximum insured sum in first risk yourself. Make sure that this sum enables you to reinstate all your contents after a total loss (take into account also your clothing, household goods, cupboard contents). This sum is stated in the *policy* and indexed every year.

What are the maximum indemnity limits for jewellery and securities?

The maximum indemnity limit for:

- *jewellery* is the sum stated in the *policy*;
- *securities* is EUR 1,602 (index-linked).

What professional activities are allowed?

The *home* must be used as a private residence and can be used for the following professional occupation as stated by you in the *policy*:

- a liberal profession (but not pharmacist);
- a purely administrative professional occupation (excluding the production, repair, sale or storage of goods and/or products), but where clients may visit.

All other professional occupations or storage of professional equipment goods and/or products are beyond the scope of this insurance contract.

You must tell us immediately about any change in the usage of your *home* in the course of this insurance contract, because it may increase the risk, meaning that:

- we have the right to cancel the insurance contract;
- any loss or damage after the change of usage may not be covered or fully covered.

Is renting your home to third parties for temporary stays (for example, Airbnb) allowed?

During such rental the policy applies for damages covered in the basic cover <and in the Theft cover> <if theft is covered> except if:

- the total rental period exceeds two months a year;
- breakfast, lunches, dinners, and drinks are included within the context of the rental offer;
- your income consists exclusively and primarily of this type of rental.
Tenant or user content is excluded.

The basic cover provided under your home insurance

What material damage is covered?

We mention explicitly if the damage to the garden and garden plants belonging to the insured *home* is insured.

What is insured?

Material damage to the home and the contents caused by:

fire except for damage:

- caused by normal operation of the heating system, open hearth, stove or other appliance with an open flame;
- to objects placed or thrown on a fireplace;
- caused by heating without flames, such as scorching of clothes or kitchen worktops.

If the building is insured:

We will pay for damage to your garden and garden plants.

smoke and soot from a heater but not damage:

- caused by appliances not connected to a flue (chimney);
- caused by normal operation.

smoke and soot from an electrical household appliance but not damage caused by regular use.

smoke and soot caused by a cooking pot or pan left unattended on the cooker for a period of time, but not damage caused by ordinary use of the cooking pot or pan.

explosion or implosion but not damage to the appliance or installation that caused the claim.

Implosion is the violent bursting apart or collapse of an object due to a sudden pressure difference.

direct lightning strike

If the building is insured:

collision with the buildings by vehicles, cranes and lifting apparatus (including parts that fall from or out of a load) but not damage:

- caused by settlement through regular use;
- caused by excavations or the laying of foundations at any place, through which the stability of the *home* is affected.

We will pay for damage to your garden and garden plants.

If only the content is insured:

collision with the buildings by vehicles, cranes and lifting apparatus (including parts that fall off or out of a load) but not damage:

- caused by excavations or the laying of foundations at any place, through which the stability of the home is affected.

collision with the buildings by an aircraft (including parts or anything that drops from them)

If the building is insured:

We will pay for damage to your garden and garden plants.

collision with the buildings by animals but not damage:

- that is not considered as collision, such as gnawing, scratching, nesting, plagues of vermin;
- caused by animals belonging or entrusted to you .

If the building is insured:

We will pay for damage to your garden and garden plants.

falling trees, but not clearance costs and the costs of replacing these trees.

If the building is insured:

theft of parts of, break-in damage to and vandalism of the home but not damage:

- to a *home* that is not yet occupied;
- to a *home* that has been unoccupied for 60 nights in a row;
- caused during works (including construction works) unless the insured home is occupied during these works;
- to an non-closed home (in other words, all windows and doors must be locked when no one is present);
- caused by you the insured;
- caused by or with the complicity of a tenant, user, bare owner, usufructuary or, employee or blood relative of yours.

effects of electricity but not damage:

- that was caused during work to electrical installations or appliances;
- that occurs during construction work or alterations unless you can prove that there is no causal link;
- that is not directly caused by the effects of electricity (such as a bulb that falls into an aquarium, a glass of water that spills onto a laptop);
- that is mechanical (such as the drum of a washing machine that jams, a submersible pump that jams and causes the windings to burn out);
- to the installation or appliance that is still under guarantee and was repaired by the manufacturer or fitter;
- to safety fuses;
- that was caused by the breakdown of the appliance or electrical installation If the content is insured: (but not refrigerator or freezer contents that thaw out and perish) ;
- caused by smoke.

If only the building is insured:

breakage of glass and transparent panels permanently fitted to your property (immovable by destination) but not damage:

- caused by works;
- caused by condensation still covered by the manufacturer or fitter;
- to greenhouse tunnels in synthetic material;
- to the tarpaulin of swimming pools;
- to glass greenhouses and *swimming pool roofs* made of plastic or glass where the damage exceeds 5,302 euros (index linked).

If we pay for damage caused by condensation we apply a separate excess per panel.

Also covered:

- damage caused by breaking glass to frames and supports;
- damage caused by the projection of glass chippings to insured goods;
- the breakage of ceramic and induction hobs as part of a fitted kitchen.

If only the content is insured:

breakage of glass in cabinets, tables, movable window panes and mirrors, glass in aquariums and the LCD, LED and plasma screens of television sets, but not damage:

- caused by works;
- to chandeliers, dinnerware, vases and optical glass;
- to the contents of glass greenhouses where the damage exceeds 5,302 euros (index linked);
- to the contents of aquariums (including loss of water) over 636 euros (index linked);
- to tablets, PCs, smartphones, mobile phones and the like;
- caused by scratches to television screens.

If the building and content are insured:

breakage of glass in windows and transparent panels immovable by destination as well as glass breakage in cabinets, tables, movable window panes and mirrors, glass in aquariums and the LCD, LED and plasma screens of television sets but not damage:

- caused by works;
- to chandeliers, dinnerware, vases and optical glass;
- caused by condensation still covered by the manufacturer or fitter;
- to greenhouse tunnels in synthetic material;
- to swimming pool tarpaulins;
- to glass greenhouses including their contents and *swimming pool roofs* made of plastic or glass, where the damage exceeds 5,302 euros (index linked);
- to the contents of aquariums (including loss of water) over 636 euros (index linked) [only if contents];
- to tablets, PCs, smartphones, mobile phones, etc.;
- caused by scratches to television screens.

If we pay for damage caused by condensation we apply a separate excess per panel.

Also covered:

- damage caused to insured goods by breaking glass to frames and supports and damage caused by the projection of glass chippings;
- the breakage of ceramic and induction hobs as part of a fitted kitchen.

breakage or cracking of sanitary fittings but not damage caused by works such as refitting of the bathroom, replacement of taps.

We will not pay the costs of repairing, refurbishing or adjusting the rooms in which the *sanitary fittings* were damaged (such as paintwork, tiling, screens), or of repairing or replacing taps and pipes.

storm or hail but not damage:

- caused by wind speeds of less than 80 km/h (measured at the nearest Royal Meteorological Institute [KMI] station). You are covered in lower wind speeds provided similar homes within a 10 km radius suffer similar storm damage;
- to insured contents outside the buildings. *Garden furniture*, gardening tools and *outdoor toys* are insured to maximum 636 euros (index linked); [only if contents]
- to the *home* and the content if the *home* is *dilapidated*, has been poorly maintained or is scheduled for demolition;
- to outbuildings, where more than 50% of the total surface area of the outside walls consists of metal sheeting, corrugated plastic, wood, glass or similar lightweight materials with the exception of garden sheds;
- to the *home* which at the time of the works is not entirely closed or has only a temporary cover, unless there is no causal link with the storm damage;
- to aerials, signs, sun tents and tarpaulins (including swimming pool tarpaulins) fixed to or outside the home. We will pay for any damage caused by these objects being torn from the home
- to glass greenhouses and *swimming pool roofs* made of plastic or glass, where the damage exceeds 5,302 euros (index linked).

We will pay for sun tents that are integrated and motorised and built in to the roof of a veranda, as well as the shutters with which a swimming pool is covered (tarpaulins remain excluded).

All damage caused within 72 hours of your first loss will be considered as a single claim.

the weight of snow and ice but not damage:

- to the *property* and the content if the *home* is *dilapidated* or is scheduled for demolition;
- to outbuildings, where more than 50% of the total surface area of the outside walls consists of metal sheeting, corrugated plastic, wood, glass or similar lightweight materials with the exception of garden sheds;
- to the swimming pool tarpaulin;
- to glass greenhouses and *swimming pool roofs* made of plastic or glass where the damage exceeds 5,302 euros (index linked);
- to the front brickwork caused by frost;
- to drainage pipes, guttering and conduits, caused by frost.

water infiltration through the roof, roof guttering and rain drain pipes but not damage:

- to guttering and visible rain drain pipes ;
- to the roof covering and roof structure (including frame and insulation);
- caused by work to the *roof*;
- caused by the absence of guttering and drainpipes;
- by mould over 16,438 euros (index linked).

We will not pay the costs of tracing a leak in a *roof*.

If the building is insured:

a crack, split or overflow of a hydraulic installation (including tracing a leak, repairing the pipe that caused the water damage and the costs of breaking open walls and floors and repairing them) but not damage:

- to boilers, water heaters, tanks, radiators, chambers that caused the insured damage;
- caused by condensation water from an air conditioning unit or flue (chimney);
- caused by ground or surface water;
- caused by or to ponds, swimming ponds, outdoor swimming pools or the installations associated with them, and their contents unless the damage was caused by a leak or crack in the pipes leading to or from them. Damage caused by freezing is always excluded;
- that arises during work to the insured building unless there is no a causal link;
- by freezing
 - o of a pipe that was not shut off and emptied when the property was unoccupied in the period between 1 December and 1 March. If the insured building is rented, this obligation rests with the tenant and we will intervene for the owner while retaining our rights in respect of the tenant, even if right of recourse is waived;
 - o of a pipe, element or installation located outside;
 - o of a pipe in an unheated room unless the pipe was insulated;
- caused by loss of water over 636 euros (index linked);
- caused by fungi (such as *Serpula lacrymans*) over 16,438 euros (index linked).

We will not pay the costs of repairing or replacing a pipe, element or installation damaged by freezing.

If only the content is insured:

a crack, split or overflow of a hydraulic installation but not damage:

- to boilers, water heaters, tanks, radiators, chambers that caused the insured damage;
- caused by condensation water from an air conditioning unit or flue;
- caused by ground or surface water;
- caused by or to ponds, swimming ponds, outdoor swimming pools or the installations associated with them, and their contents unless the damage was caused by a leak or crack in the pipes leading to or from them. Damage caused by freezing is always excluded;
- that arises during work to the insured building unless there is no a causal link;
- by freezing
 - o of a pipe that was not shut off and emptied when the property was unoccupied in the period between 1 December and 1 March;
 - o of a pipe, element or installation located outside;
 - o of a pipe in an unheated room unless the pipe was insulated;
- caused by loss of water over 636 euros (index linked);
- caused by fungi (such as *Serpula lacrymans*) over 16,438 euros (index linked).

We will not pay the costs of repairing or replacing a pipe, element or installation damaged by freezing.

infiltration via silicon joints or bath or shower tiling joints but not:

- replacement of the tiles and waterproofing (lead, polyethylene waterproof membrane such as the Schlüter-®KERDI membrane, rubber);
- removal and replacement of *sanitary fittings*;
- damage caused by mould over 16,438 euros (index linked).

If the content is insured:

leaks or overflows from or cracks or splits in aquariums or waterbeds but not damage:

- to the contents of the aquarium (such as fishes and plants, pumps) over 636 euros (index linked);
- caused by mould over 16,438 euros (index linked).

If only the building is insured :

leaks or overflows from or rupture in aquariums or waterbeds but not damage:

- caused by mould over 16,438 euros (index linked);
- to the contents of the aquarium (such as fishes and plants, pumps).

fire extinguishers and sprinkler systems

If the building is insured:

heating oil resulting from leakage from, breakage, cracking or overflow of the tank or the pipes connected to it but not:

- costs to repair or replace the tanks and connecting pipes that caused the insured damage;
- damage caused during delivery of the heating oil;
- historic pollution of the subsoil except if the damage is caused by a leak from a double walled underground tank that conforms to the legal standards and regulations on inspection, servicing and fitting. In that case we will pay for the costs up to 13,786 euros (index linked), to remediate the subsoil (aside from historical pollution, which is understood to be pollution of the subsoil arising prior to this cover's start date) including the inspection costs associated with this, the costs to trace the leak, including returning to their original condition any drives, terraces or paved areas that were disturbed in order to repair the leak;
- more specifically damage caused during work of any kind to the ground, the heating installation, the tank or the pipes connected to it;
- loss of heating oil over 1,591 euros (index linked).

If only the content is insured:

heating oil resulting from leakage from, breakage, cracking or overflow of the tank or the pipes connected to it but not:

- costs to repair or replace the tanks and connecting pipes that caused the insured damage;
- damage caused during delivery of the heating oil;
- historical pollution of the subsoil which is understood to be pollution of the subsoil arising prior to this cover's start date;
- damage caused during work of any kind to the ground, the heating installation, the tank or the pipes connected to it;
- loss of heating oil over 1,591 euros (index linked).

(not insured under the conditions of the Rating Office):

natural disasters (flood, earthquake, landslide - even without flooding - or subsidence or a surge of water due to atmospheric precipitation of exceptional intensity which cannot be adequately collected and drained by the public sewerage system or other drainage system) but not:

- damage to
 - o objects outside the *home*, unless permanently fitted to it;
 - o structures which are easy to move, take apart, *dilapidated* or in the process of being dismantled. [Buildings only];
 - o if the building and/or the content is insured: structures and their contents which are easy to move, take apart, *dilapidated* or in the process of being dismantled.;
 - o goods that have to be repaired under terms set out by special laws or international agreements;
 - o ground (except ground cover such as gravel, etc.), crops and newly planted trees;
 - o homes erected or extended in a legally defined *flood* risk area. If so, the *flood* cover will not apply in this case (the Insurance Contracts Act of April 4th 2014, Article 129 §3) nor will it apply for damage resulting from overflow or stoppage of the public sewers (Article 53 of the Law of 18 April 2017);

If the building is insured:

- the costs of the refurbishing of the garden, its plants (similar young plants) and ground cover (hard core, dolomite, bark and other non-natural ground covers that were washed away) above 4,146 euros (index linked). [Buildings only]

The insurance company limits the total compensatory costs for all the combined insurance policies covering natural disaster-related damages, that are insured by the insurer, to the lowest amount provided for in Article 130 §2 of the Law on insurance policies of 4 April 2014.

natural disasters under the conditions of the national pricing agency for natural disasters (see addendum "INSURANCE OF NATURAL DISASTERS UNDER THE GENERAL CONDITIONS OF THE NATIONAL PRICING AGENCY") but not damage to properties erected or extended in a legally defined *flood* risk area. If so, the flood cover will not apply in this case (the Insurance Contracts Act of 4 April 2014, Article 129 §3).

The addendum is only available in French in these *general conditions* as this is a legal text.

attack and labour disputes (including protection measures put in place by the government) but not damage:

- above 1,288,231 euros (index linked);
- that is not covered under the legal conditions.

terrorism but not damage:

- that is not covered under the legal conditions;
- caused by weapons or devices designed to explode by changing the structure of the atomic nucleus.

What costs will we pay for in the case of an insured claim? (Additional Cover)

We will pay for the following costs provided they relate directly to an event insured under your basic covers and the Theft cover (if chosen) of your home insurance.

If the building is insured:

What costs will we pay for in the case of demolition and clearance?

The costs of the work needed before repairs can start on the *home* such as demolition of the damaged parts, skip hire and disposal costs.

If the content is insured:

What costs will we pay for in the case of clearing your contents?

The costs of clearing the damaged contents, including container hire and disposal costs if necessary.

If the building is insured:

Your home cannot be lived in for the normal duration of the rebuild. What will we do?

If your *home* was rented at the time of the event, we will pay the rent that your tenant would normally pay, for the normal duration of the repairs or rebuild, including the period needed to apply for a building permit.

If you occupy the home yourself, the rental value of the *home* will be calculated and the same principle will apply.

If we house you somewhere else because your house cannot be lived in (see 'You find yourself in an emergency'), we will deduct the period in which we housed you elsewhere from the period in which your property could not be lived in.

If the building is insured:

What costs will we pay for in the case of rescue and care?

We will pay for all reasonable costs that you incur to limit damage.

More specifically we will pay for the following:

- the costs of provisionally securing your *home* to make it inaccessible;
- taking precautions, after a fire, for example, to provisionally secure the roof to prevent the infiltration of rainwater.

If only the content is insured:

What costs will we pay for in the case of rescue and care?

We will pay for all reasonable costs that you incur to limit damage.

More specifically we will pay for the following:

- the costs of provisionally securing your *home* to make it inaccessible or the costs of guarding (48 hours maximum);
- the costs you made to remove, move or transfer the contents (fuel costs, the cost of hiring a van, the cost of a removal man);
- the costs of storing the contents temporarily (in furniture storage, for example) for the time needed to repair your *property*, but with a maximum of 1 year;
- the costs of transporting and removing contents that are taken to safety elsewhere following an insured claim;
- the costs of measures taken by you to limit the damage to your contents following an insured event.

You appoint your own expert. Who and how is his fee paid?

You can enlist the help of an expert in the case of an insured claim to estimate the damage to the insured goods.

We reimburse your expert's fee according to the following maximum fee and once we receive his invoice.

Amount of damage to the building and/or contents after deduction of the excess and including VAT (the additional coverages are not taken into account)	Maximum claim limit including VAT
Up to 15,000 euros	5% with a minimum of 250 euros
Up to 75,000 euros	4% with a minimum of 750 euros
Up to 150,000 euros	3% with a minimum of 3,000 euros
>150,000 euros	2.5% with a minimum of 4,500 euros and a maximum of 15,000 euros

You incur extra costs after an insured event. What do we compensate?

We compensate 5% on top of the compensation for the insured damage to the *home* and the contents. This will help cover your costs, such as telephone, travel and correspondence. The maximum we will compensate here is 2,704 euros (index linked). You do not need to provide receipts for these costs.

This extra compensation is not awarded for:

- damage relating to Theft cover;
- the basic cover of *terrorism*, property damage following theft of parts of the building, break-in and vandalism;
- the Additional Cover;
- the costs incurred after emergency repairs;
- payments and compensation in relation to your liability and legal protection;
- repairs and works in kind.

Your stored vehicles are damaged. What will we pay for?

We will pay for consequential material damage to *stored vehicles* caused by:

- an insured claim under the basic covers of *fire*, smoke and soot, lightning and *explosion* in the insured *home* or in neighbouring buildings;
- an insured claim under '*attack and labour disputes*';
- falling of trees.

The maximum we will pay in relation to damage to *stored vehicles* is a total of 53,024 euros (index linked).

We will not pay in the following cases:

- the damage is covered by another insurance contract;
- the *stored vehicle* is not at the address insured by this *policy* or in a radius of 300 metres from it;
- the *stored vehicle* is a jet ski.

You find yourself in an emergency following an insured event and urgently require assistance

What qualifies as an emergency?

We define an emergency as:

1. the insured main building cannot be lived in as the result of an insured claim;
2. the damage, which has already occurred and is insured under the basic cover, may get worse.

What should you do?

We ask you:

- to contact us on the ING Assist'Line +32 2 550 06 00 as soon as you are in an emergency;
- to cooperate with any actions we suggest, such as allowing the repairman to enter the premises;
- to tell the repairman that you agree to any work he carries out.

What immediate assistance do we offer following an insured claim (fire, storm, water damage, flood, etc.)?

If only the building is insured:

We offer you the following assistance:

1. Emergency repairs
2. Rescue and care
3. Repatriation
4. Telephone information
5. Temporary accommodation if your property cannot be lived in (this does not apply when the building is rented to another party)

If the building and content are insured, we offer you the following assistance:

1. Emergency repairs
2. Temporary relocation of contents
3. Rescue and care
4. Repatriation
5. Telephone information
6. Temporary accommodation if your property cannot be lived in (this does not apply when the building is rented to another party)

Emergency repairs

If your building and content with theft is insured by us we will organise emergency repairs to limit the insured damage.

These emergency repairs consist of:

- temporary placement of a plastic tarp (tarpaulin) on a roof;
- replacement of a number of roofing tiles after a storm;
- refitting a loose rain drain pipe;
- temporary seal of a leak in the roofing;
- temporary placement of a pump to remove excess water. Placement of dryers if necessary;
- provisionally sealing a window or door that gives access to the insured building or the fitting of a lock;
- replacement of the lock in the front door of the home or front door of the apartment;
- removing a fallen tree from the roof. This does not include sawing and removal from the site.

This does not include any purely preventive work (for example: maintenance of a pipe, cleaning of guttering, clearing of snow and ice from *roofs* and gutters).

If only the content is insured:

As only your content is insured with us and your building is insured elsewhere, it is therefore best to contact your buildings insurer first.

We will assist you with the following work to prevent or limit insured content damage by placing a pump to remove excess water if it looks like your contents could be damaged.

This does not include any purely preventive work (for example: maintenance of a pipe, cleaning of guttering, clearing of snow and ice from *roofs* and gutters).

If only the content with theft is insured:

As only your content is insured by us and your building is insured elsewhere, it is therefore best to contact your building insurer first.

We will assist you with the following work to prevent or limit insured content damage:

- placing a pump to remove excess water if it looks like your contents could be damaged;
- provisionally securing a window or door that gives access to the insured property or the fitting of a lock.

This does not include any purely preventive work (for example: maintenance of a pipe, cleaning of guttering, clearing of snow and ice from *roofs* and gutters).

Temporary accommodation if your home cannot be lived in.

If the building is insured:
Your *home* cannot be lived in after an insured claim and you have nowhere else to go. What do we do for you?

We will find you a hotel as close as possible to your *home* and if necessary arrange transport to this hotel on the first night. You can use this service for a maximum of 6 months starting from the date of the event. We will pay for the costs of lodging only during this period. We will not pay for your food or drinks.

Please note!

We will deduct the period in which we housed you elsewhere because your home could not be lived in from the period of uninhabitability (see 'Additional Cover'). The period of temporary accommodation must not be longer than the period of temporary uninhabitability.

Temporary relocation of contents

If the content is insured:
It is necessary to store the insured contents elsewhere to prevent damage or further damage. If necessary, we will move the insured contents and place them in temporary storage for the time needed to repair the building (see 'Additional Cover: period of temporary uninhabitability').

Rescue and care measures

What rescue and care measures do we provide?

We will:

- provisionally board up or seal the home. If necessary, we will provide on-site guarding for a maximum of 48 hours;
- provide care for your children (minors), other people in need of care who usually live with you and your pets for a maximum of 3 calendar days.

Repatriation

It is necessary that you (the policyholder) return from abroad because of a claim. In that case, what will we pay for or what arrangements we will make?

If you travel by car we will pay for your (the policyholder) travel costs, provided you can produce receipts for the fuel.

For journeys of up to 400 km you (the policyholder) are entitled to a 1st class train ticket. For journeys over 400 km you (the policyholder) are entitled to an "economy class" flight.

If you (the policyholder) have to collect your car the rule above will apply.

Telephone information

What telephone information can we provide you with?

We will also assist you by providing telephone information about:

- hospital centres, ambulance services in the vicinity of your residence;
- on-duty chemists and doctors;
- relevant government services;
- organisations and tradesmen offering on-call or breakdown services (such as television breakdown).

I have insured my main residence in this insurance When am I insured in other places?

These coverages are only applicable if your *home* is insured by us as the main residence. The maximum fees in the general conditions will continue to apply.

If the building is insured:

What do we cover when you rent a holiday home?

We cover your liability in the case of an insured claim at your holiday home (including the rented contents) to a maximum of 1,749,798 euros (index linked), and this includes your liability to third parties.

A holiday home is a temporary residence used by you for recreation, holidaying, leisure or a business trip (for example a hotel room, a bungalow, a villa) for a maximum of 180 days a year, anywhere in the world.

If the content is insured:

What do we cover when you hire or use a party or conference room?

We cover your resultant liability from an insured event (including the hired contents) in the conference room, party room or party tent hired by you for personal use anywhere in Europe.

Cover is limited to the maximum new-build value of your *home*. It includes your liability to third parties.

Objective liability for *fire* and *explosion* (Act of 30 July 1979) is not covered.

If the content is insured and the building is your main residence :

You or your spouse or legally cohabiting partner stay in a home for the elderly or service flat.

What is covered?

We insure any contents that belong to you and are present in your room of flat to a maximum of 16,438 euros (index linked) when you or your spouse or legally cohabiting partner stay in a home for the elderly or service flat in Belgium.

We will not pay for this damage if it is covered by another insurance contract.

Your children stay in student accommodation. What is covered?

If the building and content are insured:

We cover your resultant *Tenant's liability* from an insured claim in student accommodation to the rebuild value of your *home* under the basic cover. This sum includes the contents provided by the landlord.

Your personal possessions are covered, up to 16,438 euros (index linked).

Student accommodation is any room, studio or apartment rented by you anywhere in the world, at which the children who live with you stay when studying.

We will not pay for this damage if it is covered by another insurance contract.

If only the content is insured:

Your personal possessions are covered, up to 16,438 euros (index linked).

Student accommodation is any room, studio or apartment rented by you anywhere in the world, at which the children who live with you stay when studying.

We will not pay for this damage if it is covered by another insurance contract.

If the content is insured :

Are your contents also covered when temporarily at another location?

In the case of a covered claim according to the basic cover we insure any contents temporarily moved to a building rented by you anywhere in the world, provided they are moved for no longer than 180 days a year and the damage takes place while you actually resides there. This cover is limited to the insured content sums.

We will not pay for this damage or loss if it is covered by another insurance contract.

Property third-party liability [if ING Home Insurance is insured]

When can you rely on this insurance?

A third party suffers damage caused by the insured *home*, its garden, the adjacent land belonging to you, an obstructed or not cleared footpath or the insured contents.

You are held liable:

1. on the basis of the third party liability legislation (articles 1382 to 1386 bis of the Civil Code) or similar articles of foreign law;
2. for excessive neighbour nuisance in the sense of article 544 of the Civil Code.
We cover you if this is due to a sudden event and that you had not foreseen.

What are the limits?

We will pay up to 25,400,124 euros for *bodily injury* and 5,080,024 euros for *material damage* (linked to *the consumer prices index*).

What is excluded?

We will not pay for:

- your contractual liability. For example, we will not pay for damage to equipment that you hired from a hire company or borrowed from a friend;
- damage to goods or animals in your guard;
- damage caused by a building due to building, rebuilding or renovation work (including extensions) if these works endanger the stability of the insured building or adjacent buildings;
- *material damage* caused by flames, *fire*, *explosion* and smoke, which originated in the insured building or spread from it, unless stated otherwise in these *general conditions*;
- a liability for which insurance is required by law, such as compulsory motor vehicle insurance.

What will we do for you if someone claims against you under your home third party liability?

We will reimburse in any case of *material damage* or *bodily injury* caused by you to third parties insofar as you are liable.

In a dispute about your liability or the damages claimed, we will defend you against third party claims and pay for the costs of defending you in civil proceedings. If you receive a procedural fee you must pass this on to us to help pay for our costs.

What else will we do?

We will reimburse for the damage sustained by anyone who attempts to save you or your possessions, irrespective of liability, provided their actions were free of charge.

We will pay for the damage not covered by health insurance, the state or any other institution or insurance contract.

We will reimburse a maximum of 25,000 euros (not index linked) for *material damage* and *bodily injury* together.

This sum is to be equally divided among the rescuers. No excess applies.

Home Legal assistance [if ING Home Insurance is insured]

When can you rely on this insurance?

You can rely in this insurance in the following situations:

1. A third party damages your insured home or contents.

This damage was caused by a third party whom we can hold liable under the third party liability legislation (articles 1382-1386 bis of the Civil Code).

Additionally legal protection for damage caused to the garden and adjacent land is covered.

If the damage was caused by excessive neighbour nuisance (article 544 of the Civil Code), we will assist you if it was due to a sudden event and that you could not have foreseen.

2. Cover in criminal proceedings against you for damage caused by your insured home and contents.

You face criminal proceedings for an unintentional criminal offence resulting from an event that is insured in this home insurance policy.

We do not offer cover for intentional crimes punishable as criminal offences. Legal proceedings involving organized crime or terrorism are excluded too. As regards other intentional criminal offences we pay on acquittal and as soon as the acquittal is final.

3. Cover in civil proceedings against you

You face a claim for compensation from a third party resulting from an event insured under your "Home third party liability" cover.

The defence of your case will then come under the "Home third party liability" cover. If there is a conflict of interest, you have the right to choose a lawyer to defend you. We will pay for the costs of the lawyer.

4. Indemnity in the case of insolvency

We compensate any damage that we cannot recover for you under the above legal protection cover because a third party is found liable but is in fact *insolvent*.

We do not compensate if the damage comes under a government compensation scheme, such as the Commission for assistance for the victims of Intentional Violence, the Medical Accidents Fund, the Belgian Guarantee Fund for motorized vehicles or Social Security. You can apply to these authorities in relation to your damages suffered.

What is not covered?

We will not pay for:

- a dispute in which your damage is no higher than 200 euros (not index linked);
- a dispute that we can show you knew about or should reasonably have known about when the insurance commenced;
- criminal proceedings against you for an offence committed before the insurance commenced;
- costs and fees paid by you without our agreement, unless in case of extreme urgency;
- costs and fees relating to events in which you were grossly negligent. Gross negligence includes: state of drunkenness or a similar state that results from the abuse of prescribed or non-prescribed medicines, depressants or stimulants;
- fines, retributions, amicable settlements proposed by the courts;
- a dispute with beneficiaries of this insurance unless you the policyholder give permission or the damage can be transferred to an insurer;
- disputes relating to performance of contract, such as damage due to a tradesman's poor work. We will, however, pay if there was damage to goods other than those covered by the contract or if you incur *bodily injury*;
- property disputes regarding an easement or right of view. We will not cover you in a case where a damages claim has been lodged as part of this dispute. If in the context of such a dispute a claim is opened to recover damages there is no coverage.

What is the maximum indemnity?

The maximum indemnity per insured claim is:

- 25,000 euros for all insured costs (excluding *insolvency*);
- 12,500 euros in the case of *insolvency*.

These sums are not index linked.

What will we do for you if someone claims against you under your legal protection insurance?

We will inform you about your rights and how you can assert them in a dispute. We will indicate what information you need and we will conduct the necessary investigations when it comes to protecting your interests.

We will always aim to arrange an amicable legal or an out-of-court settlement first. We will assist you in court proceedings wherever necessary.

Under this insurance we will reimburse:

- the costs and fees owing to lawyers, process servers and experts;
- the costs of proceedings in or out of court;
- the costs of one procedure of enforcement ;
- your procedural fee.

If you are awarded a procedural fee this will be passed on to us to compensate our costs.

How do you go about choosing a lawyer or expert?

Sometimes it will be necessary that you rely on a lawyer or expert or someone with the right qualifications to represent your interests in a particular area, observing the law. In that case the choice is up to you.

If there is possibly a conflict of interest between you and us, you will always have to choose your own lawyer and/or expert. We will notify you if this is the case.

If you would like to choose another lawyer or expert to represent your interests, we will pay the costs and fees of that new lawyer or expert provided you can demonstrate good reason for this.

You do not agree with our position in the settlement of an insured dispute. What can you do?

Once we have received all the information, we will tell you our legal position in the insured dispute. If you do not agree, you can seek advice from any lawyer of your choice.

If that lawyer confirms your position, we will continue your claim and we will also pay your lawyer's costs and fees.

If the lawyer confirms our position, we will repay half of the costs and fees you paid for the consultation.

If, against the advice of the lawyer you consulted, you initiate proceedings at your own expense and obtain a better result than we had proposed, we will pay the full costs and fees of the proceedings and consultation.

Liability in relation to your home insurance

If the building is rented

What liability do we cover in relation to your tenant?

We cover your liability for the tenant's *material damage* as a result of a construction error or the poor maintenance of your *property* (article 1721 Civil Code).

If the tenant waived recourse to the owner when signing the tenancy agreement (on the basis of article 1721 of the Civil code) we ask that you tell us this in the case of loss or damage.

You rent out the building and the 'Waiver of liability' is not insured.

Your tenancy agreement contains a waiver of recourse to the tenant. Is your liability to your tenant insured?

If your tenancy agreement contains a waiver or recourse to the tenant we ask that you tell us this immediately so we can include it in the *policy*. This will of course involve an additional premium.

If it turns out that you did not mention this, we will apply, in any claim, the proportionality that exists between the normal *premium* and the *premium* that you should have paid.

You rent out the building and the 'Waiver of liability' is insured.

Your tenancy agreement does not contain a waiver of recourse to the tenant. Is your liability to your tenant insured?

If your tenancy agreement does not contain a waiver of recourse to the tenant, then the 'waiver of recourse' clause in the *policy* will cease to apply if the tenant took out *tenant's liability* insurance.

Is your liability to third parties insured?

We insure your liability to third parties for *material damage*, including lost rental income and *loss of profits*, due to the spread of an insured claim according to our basic cover under *fire, explosion* and smoke in the insured *home* and for which you are held liable under articles 1382 to 1386 b and article 544 of the Civil Code.

We will pay no more than 5,080,024 euros (indexation based on the consumer prices index figure) per insured claim.

Theft [optional insurance in combination with the insurance Content]

What is covered?

Theft of your contents or damage to your contents caused by a break-in or theft up to the *maximum indemnity limits* set in your *policy* or in the *general conditions*.

Even if you have not taken out Building insurance with us, we will pay for the damage caused to your home by the break-in or attempted break-in, once any other existing insurance contracts have been exhausted.

How do you comply with the requirements for Theft insurance?

Theft insurance applies when the following requirements are met:

- if all outside doors and (*garage*) doors to the home are fitted with *cylinder locks*;
- if you live in the property regularly (the *home* was not uninhabited for more than 60 consecutive nights immediately preceding the moment that the damage occurred);
- if you take the specific preventive measures in your *policy* (for example, switch on your alarm system at any absence).

We will not pay if you don't satisfy these requirements.

This insurance is available only as an option with Contents insurance.

What is the maximum that we will reimburse?

We reimburse maximum

- the contents up to the amount stated in the *policy* unless a maximum claim limit is specified in the *general conditions*;
- *jewellery* up to the amount stated in the *policy* unless a maximum claim limit is specified in the *general conditions*;
- *securities* up to 1,602 euros (index linked).

For what are you insured?

You are insured against theft, by someone breaking in, climbing in, using false, lost or stolen keys or using force or violence:

of the contents in the main building while you are present but not if the theft was committed by a person to whom you gave access to your *home* (such as a worker who came to carry out work). If the theft by a person admitted with your permission can be proven, we will pay up to 2,675 euros (index linked).

If the keys of the insured *home* were stolen, we will also pay the cost of replacing the locks.

of the contents in the main building by your personnel (in relation to the occupation you declared) inside or outside working hours unless there is no proof of the theft.

We will pay no more than 2,675 euros (index linked).

of the contents of the main building while you are absent but not:

- if not all the doors, windows, openings, shutters and (*garage*) doors to the *home* are locked (the lock turned), closed or bolted. This must be done even if any walls or fences are present. Windows tilted open are not considered closed;
- if after losing your keys you did not immediately replace the locks in which the lost keys fit;
- when your *home* is being rebuilt, extended or demolished;
- when the contents are in the communal areas of an apartment building.

If the keys of the insured home were stolen, we will also pay the cost of replacing the locks.

of the contents of an outbuilding but not:

- when the outbuilding is not used solely by you or if it is accessible to third parties;
- if not all the doors, windows, openings, shutters and (*garage*) doors to the outbuilding are locked (the lock turned), closed, secured or bolted. This must be done even if any walls or fences are present. Windows tilted open are not considered closed ;
- damage above the *maximum indemnity limit* of 2,704 euros (index linked).

by someone attacking you outside the home but not:

- damage above the *maximum indemnity* of 5,302 euros (index linked);
- if there was no specific threat associated with the theft.

We will not pay, for example, in the following situations:

- you notice that things have disappeared from your bag;
- you notice that the handbag hanging from your chair has suddenly disappeared;
- your wallet was stolen from your pocket while you were in the metro (pickpocket).

of your contents from a vehicle, if at the time you are present in your vehicle but not damage over 5,302 euros (index linked).

of your contents from student accommodation rented by you but not:

- damage over 16,438 euros (index linked);
- the theft of contents located outside the student accommodation;
- the theft of contents from the student accommodation of which not all doors, windows, openings and shutters were closed (with the lock turned), secured or bolted shut when you were absent. Windows tilted open are not considered closed.

The compensation will never be higher than the maximum compensation stated in the *policy*.

We will not pay for this damage if it is covered by another insurance contract.

of your contents from a holiday property that you rent, except:

- the theft of contents belonging to your guests;
- the theft of contents located outside the hotel room rented by you;
- the theft of your contents located inside your holiday property or hotel room of which not all doors, windows, openings, shutters and (garage) doors were closed (with the lock turned), secured or bolted shut when you were absent. Windows tilted open are not considered closed;
- the theft of contents located inside the communal areas of the holiday property, such as for example a shared garage or bicycle storage facility, to which numerous people have access.
- the theft of contents above the maximum compensation of 2,704 euros (indexed), where the contents were located in outbuildings that were only used by your or accessible to you. In this context, all doors, windows, openings, shutters and (garage) gates must be locked (with locks turned). This must be done even if walls or fences are present. Windows tilted open are not considered closed.

of heating oil from an underground tank but not:

- damage over 1,591 euros (index linked);
- if the filler cap was not padlocked.

of the contents from a temporary home rented and occupied by you anywhere in the world, but not:

- if the theft takes place when you are not residing in the temporarily rented or occupied *home*;
- if not all the doors, windows, openings, shutters and (*garage*) doors to the *home* are locked (the lock turned) secured or bolted shut when you are not there. This must be done even if any walls or fences are present. Windows tilted open are not considered closed;
- when contents are in the communal areas of an apartment building;
- if the rental or occupation period is longer than 180 consecutive days.

Damage due to theft in outbuildings on these properties is insured, but not:

- when the outbuilding is not used solely by you or if it is accessible to third parties;
- if not all the doors, windows, openings, shutters and (*garage*)doors to the outbuilding are locked (the lock turned), secured or bolted shut. This must be done even if any walls or fences are present. Windows tilted open are not considered closed;
- damage above the *maximum indemnity limit* of 2,704 euros (index linked).

of garden furniture, gardening tools and outdoor toys from outside the property but not:

- damage over 2,121 euros (index linked);
- if it is not at the address of the insured *home*.

of your contents in a stolen vehicle, registered in the name of an insured person, except for damage above 500 euros (indexed). This does not apply to contents which are permanently in the car. Car accessories are not covered.

of your contents in a locked locker in a sports location in Belgium, further to visible damage to the locker's closing mechanism, while you are present at that location, except for damage above 500 euros (indexed). A locker is a compartment made available to you to store your personal items.

What is not covered?

We will not pay in the following cases:

- theft by or with the complicity of
 - o you (the insured);
 - o a blood relative in ascending or descending line;
 - o a tenant;
 - o a user;
- theft of animals;
- veterinary bills for animals that were injured in the break-in;
- theft of contents from outside of main or outbuilding, unless stated otherwise;
- the theft of the contents of a party tent or event space rented or used by you;
- contents left in a vehicle in your absence unless this vehicle was in a locked *garage* at the address of the insured home at the time of the theft. Parts of motor cars and vessels are excluded;
- theft of goods that you were storing in the main building or outbuilding with the aim of incorporating them in your *home*;
- theft of contents from a home for the elderly or service flat;
- theft using a house key that you hid somewhere outside the *home*;
- theft not involving forcible entry of the *home*, perpetrated during the period in which the *home* was leased out for holiday purposes (for example Airbnb).

You have a claim. What now?

What do we expect you to do?

What do we expect you to do in the case of a claim?

1) What to do in the case of a claim

In the case of a claim you must do all you can to limit the extent of the damage (such as the placement of a tarpaulin over a damaged roof to stop any further infiltration of water). If you do not, and the damage gets worse, we can limit our indemnity to you.

You should not make changes to the damaged property in any way that might make it harder or impossible to determine the cause of the claim or estimate the damage.

Always consult us. We can assist you in the case of a claim.

2) Declaration of a claim

You must declare us every claim as soon as possible, and within 8 days at the latest from the moment on you have knowledge of it.

You must declare us of the following claims within 24 hours from the moment on you have knowledge of them

1. A claim involving animals
2. Damage to food in a freezer or fridge.

If you do not, and the damage gets worse, we can limit our indemnity to you.

Our claim lines are open 24 hours a day. Call us on the number +32 2 550 06 00. Or email us at myclaim@nn.be.

Once you have declared the claim please follow our instructions. When you send us a quote or a calculated claim for an insured claim, we will either agree to the repairs or appoint an expert.

When is there a preferential claim?

If content is not insured.

In the event of damage to your *stored vehicle(s)*, you are required to notify us of whether the damaged *stored vehicle(s)* has (have) been pledged as a security for the payment of a debt to a creditor and whether this (these) *stored vehicle(s)* was (were) recorded in the national pledge register.

In the case of damage to the *home* you will either have to demonstrate the absence of any mortgage or preferential claim or provide us with authorisation from the registered creditors.

If the building and content are insured.

In the event of damage to your content or *stored vehicle(s)*, you are required to notify us of whether the damaged content or *stored vehicle(s)* have been pledged as security for the payment of a debt to a creditor and whether this content or this (these) *stored vehicle(s)* was(were) are recorded in the national pledge register.

Do you have any specific obligations under the covers theft, attempted theft, property damage by break-in?

You must file a complaint with the police immediately. As soon as you can, send us the official report number, the identity of the verbalizing authority and a copy of the statements you gave.

You must contact us as soon as a stolen object is recovered or the offenders are identified. If we have already reimbursed you, you can take the recovered goods back provided you return the indemnity, minus the cost of any repairs. If we have not yet reimbursed you, we will pay for any repair costs if the claim is covered.

If your credit or debit cards are stolen please contact CARD STOP on 070 344 344 or www.cardstop.be to have the cards blocked immediately.

Do you have any specific obligations under the covers assault or labour dispute?

You must declare any damage caused by an assault or labour dispute within 24 hours after noticing the assault or dispute.

You agree to fulfil all the formalities with the competent authorities as soon as possible, so that we can reimburse the damage to the insured goods. We will not pay the indemnity we owe you until we receive proof that the necessary steps were taken in this regard. You agree, if the competent authority compensates you, to waive this compensation in our favour if it overlaps with the indemnity we paid for the same claim under this insurance contract.

Do you have any specific obligations in relation to a claim for which you are liable or can address the legal assistance insurance?

We will do everything we can to settle the claim.

You must provide us all documents or messages concerning the damage immediately in relation to the claim. This includes documents from a court, a lawyer or any other parties involved.

You must, if necessary, appear at court hearings and fulfil any of the procedural formalities that we ask of you.

In cases where your liability is called into question, you must not under any circumstance admit liability or agree to a waiver of recourse, settlement, assessment of the damage, payment or promise of compensation. By accepting initial material aid or medical care and simply acknowledging the facts you are not admitting liability.

If you do not take this into account and we suffer a disadvantage, we may limit the indemnity accordingly or reclaim the amount.

How is your damage settled?

How do we determine our indemnity for an insured claim relating to your home?

We determine our indemnity for the damage to the *home* by the price that it would cost to build the same home again (thus a rebuild). By this we mean a *home* of the same construction type (such as single family dwelling, detached house), using the same materials and the same finish.

The only deduction we make is for wear, if it is above 30%.

There are, however, a few exceptions:

1) Electrical installations and appliances belonging to the home

Damage to *solar panels* and their converters, solar boilers, electrical boilers, home automation systems, etc., are assessed at value as new. To this we apply fixed annual depreciation of 5%, but not in the first 9 years. Only as from the 10th year on is the depreciation applied in full (in other words 50% in the 10th year, 55% in the 11th year, etc.).

2) New building standards

It may be the case that, at the time of rebuilding, new building standards apply in terms of insulation, heating, ventilation, glazing and electrical installation.

If the insured *home* is fully rebuilt, the indemnity is based on the building standards that apply at the time of the claim.

If your *home* is partially repaired (for example, the roof has to be renewed after a roof fire or storm, damage to the glass *roof* on the veranda) the compensation is based on the value as new in the condition as was at the time of the claim. We will not reimburse the additional cost of repairs to improve its condition whether or not obligatory by any new building standards.

3) Aesthetic damage

We do not reimburse purely aesthetic damage. In the case of insured claim we aim to restore to a condition resembling as much as possible the original.

In the case of a (partial) repair, restoration to the identical original condition may not be possible. In these cases the following rules apply:

- there is a need to replace a window frame due to damage. An identical window frame is fitted but it is not the same colour as the existing window frame, which had discoloured through weathering. We reimburse only the replacement or repair of the damaged window frame;
- if, following an insured claim, it is necessary to replace part of the roofing and an identical type of roofing can still be found in the trade, only the damaged part of the roof will be repaired. This might imply a different colour to the rest of the roofing. In that case we will pay for the entire surface of the damaged roof covering if the damaged area is more than 50% of the total surface of the roof. We will also pay for the entire surface if the same type of roofing is no longer available;
- in the case of insured claim to a brickwork facade, only the part of the damaged brickwork façade will be repaired if the same type of wall decoration can still be found in the trade. If the area of the repair is greater than 30% of the total area of the wall decoration and there is a colour difference after the repair, we will pay for the entire area of the wall decoration on the affected wall;
- if there is a colour difference following repainting, floor repairs or repapering, we will pay to have the damaged room repainted, re-floored and repapered.

4) Compensation of VAT and registration costs

In the case of an insured claim we will pay the VAT, provided you prove us that you cannot claim it back or deduct it and provided you deliver us the original invoices.

If a *home* is purchased to replace the damaged *home*, we will reimburse the registration costs to an amount no more than the VAT that we would have paid when repairing or rebuilding the damaged *home*.

5) Garden and garden plants

If it is insured, we will pay for the damage to your garden or garden plants, based on the replanting of young plants in open ground. We will not pay design or study costs.

6) Architect's or security coordinator's fees

If the rebuild in Belgium necessitates the appointment of an architect or security coordinator, these costs will be included in the damage assessment. Payment will be on the basis of invoices.

7) (stored) vehicles

In the case of partial damage we will pay the repair costs increased with the not recoverable value added tax. We will reimburse a maximum of the vehicle's value that would be obtained should the vehicle have been sold in Belgium on the day on which the damage occurred.

How do we determine our indemnity for contents damage?

In the case of repairable partial damage we will only take into account the costs of repair.

If there is a need to replace goods, the damage to the contents will be assessed on the value as new (this is the cost of replacement including non-recoverable VAT) at the time of the claim.

The only deduction we make is for *wear*, if it is above 30%.

There are, however, a few exceptions:

1) Electrical appliances and installations

If the appliance or installation can be repaired, we will reimburse the repairs and no depreciation will apply to the labour or parts. We pay a maximum of the current new value of the same or a comparable appliance or the same or a comparable installation. Should the costs of repair exceed the current new value, the appliance or installation will be deemed to be irreparable.

If repair is not possible, we will pay the current value as new of the damaged appliance or installation but apply depreciation at 5% per year to the current value as new (or the value as new of a comparable appliance or installation) from the purchase date of that new appliance. But this depreciation is not applied in the first 9 years. Only as from the 10th year is the depreciation applied in full (in other words 50% in the 10th year, 55% in the 11th year, etc.).

2) Linen, curtains, clothing, equipment used for the professional occupation you told us about

We assess this damage at *real value*.

3) Contents belonging to third parties and guests

We assess this damage at *real value*.

4) Plans, models, documents and information carriers

We assess the damage on the basis of the material reinstatement value. This means the cost of creating a duplicate. We do not pay for the costs of study, design and research or for the cost of reinstating lost data. We never pay the licence costs on lost software.

5) (stored) vehicles

In the case of partial damage we will pay the repair costs increased with the not recoverable value added tax. We will reimburse a maximum of the vehicle's value that would be obtained should the vehicle have been sold in Belgium on the day on which the damage occurred.

If repair is not possible, we will pay the current value as new of the damaged appliance or installation but apply depreciation at 5% per year to the current value as new (or the value as new of a comparable appliance or installation) from the purchase date of that new appliance. But this depreciation is not applied in the first 9 years. Only as from the 10th year is the depreciation applied in full (in other words 50% in the 10th year, 55% in the 11th year, etc.).

6) Paintings, art objects, antique furniture, collections and collection items, jewellery and objects fully or partially made of or precious metals, rare and expensive objects

We assess the damage on the basis of the price that you would have paid for a comparable object or collection items on the day of the claim (i.e. same age and condition).

7) Securities

We estimate the damage on the basis of the *stock exchange or market value* on the day of the claim.

8) Heating oil

We estimate the damage on the basis of the market value on the day of the claim.

9) Animals

We estimate the value of animals on the basis of market value at the time of the claim, but do not pay the competition or show value.

Who assesses the loss or damage to your home and contents?

We reach our assessment through consultation. It is possible that we will appoint an expert to assess the damage with you, or with an expert appointed by you.

If we are unable to agree a value for the insured goods, the *wear*, and an assessment of the damage, we will have to follow the estimators procedure. This involves drawing up a document ("act of appointment of estimators ") describing the task and identities of your expert and our expert and signed by all parties. The two experts will then attempt to assess the damage jointly.

If the two experts cannot reach agreement, they will appoint a third expert. If they cannot agree on their appointment of a third expert, the interested party will need to take the matter to the President of the Court of First Instance in your legal district. The decision on the amount of the damage will then be taken on the basis of a majority vote by the panel of three experts. This decision is irrevocable and sovereign but carries no obligation that we pay an indemnity, if the damage is not covered.

Who pays for your expert and the 'third expert' in the case of insured claim?

We will advance the fee for the third expert but it must ultimately be paid by the losing party. If the final damage assessment lies between the figures put forward by our expert and your expert, the fee of the third expert will be paid by both parties proportionately. This applies solely in the case of damage sustained by you.

See honorarium under 'Additional Cover'.

When is the indemnity reimbursed?

In the case of damage to your home

Compensation equal to 80% of the new value minus *wear* will be paid no later than 30 days after the assessment or the date on which the experts agree on the sum of the damages. The balance of 20% will be paid when the *home* is fully repaired or rebuilt, or following the execution of the notarial deed in relation to the purchase of another *home* to replace the damaged property, the requirement being that the indemnity be invested in full.

In the following cases we may not adhere to this 30-day period:

- you have not yet fulfilled specific obligations;
- damage due to break-in to the property, where we might desire access to the criminal case;
- we suspect the claim was caused deliberately;
- there is a dispute whether the claim is covered.

In the case of damage to your contents

The indemnity is paid out at the latest 30 days after the closing of the estimation or at the latest 30 days after the date of determination of the indemnity. We will reimburse the amount in full.

In the following cases we may not adhere to this 30-day period:

- you have not yet fulfilled specific obligations;
- in the case of theft, where we might desire access to the criminal case;
- we suspect the event was caused deliberately;
- there is a dispute whether the claim is covered.

When do we act on your behalf (subrogation) to exercise recourse?

We act on your behalf to recover from (a) liable third party (parties) the indemnity we paid you for an insured claim. You must not waive recourse to this liable third party without prior permission from us.

One exception to this rule is the waiver of recourse contained in the tenancy agreement you signed, provided you notified us at the time of taking out this insurance and before the claim occurs.

Unless we suspect deliberate intent or the third party liable for the event is insured, we will never seek to exercise recourses from:

- an insured;
- the policyholder;
- the husband or spouse;
- blood relatives in ascending or descending line;
- your *guests*;
- your domestic employees;
- the bare owners or usufructors of the *home* covered by this insurance contract.

When we insure your liability, the injured party has a right in respect to us for an insured claim. The indemnity goes to the injured party and to the exclusion of any other creditors.

Is there an excess to pay after a claim?

We will withhold a fixed sum of 250 euros (not index linked) from your indemnity if the *material damage* is below 10,000 euros (not index linked).

There is never an excess under *bodily injury*.

When can you use our Repair in Kind service?

If an insured buildings claim is below 2,500 euros (not index linked), we can, at your request, have it repaired by our network of repairers. In that case you will only pay the excess.

Family insurance with legal assistance [applicable if ING Home & Family Insurance]

General provisions

Where must your main residence be under your Family insurance?

In order to take out Family insurance with legal assistance you (the policyholder) must be registered in a Belgian municipality.

Your Family insurance with legal assistance ends when you are no longer registered in a Belgian municipality.

Where does this cover apply?

This insurance applies anywhere in the world.

Family Insurance

What do we mean by you (the insured) in the context of Family insurance?

The person whose interests are insured under the insurance contract, that is:

- you, the policyholder and only as a natural person;
- the people who live with you, even if they are staying temporarily elsewhere for any reason;
- your minor children or those minor children belonging to your cohabitating partner or spouse who do not live with you;
- your adult children or those minor children belonging to your cohabitating partner or spouse who do not live with you if they are still economically dependent on you (the policyholder) or your live-in/cohabiting partner.

If any of the aforementioned persons lose the status of being an insured party (e.g., in the event of a change of address following a *de facto* separation or divorce), we will continue to provide cover for six months. Should this policy's next *main renewal date* occur at a later date in time, then we will even provide cover until this time. In any event, the cover for these persons will cease as from the moment at which another insurance policy is taken out or from the moment when this policy is cancelled.

The following are also considered insured in the situations we describe below:

- *domestic employees*, family helpers and other paid employees while at work in your private life, including when doing housework in rooms used for professional purposes;
- the minor children of other people if your supervision of them is not professional, if they are held liable during or as a result of this supervision;
- people who look after, not professionally, but with or without pay:
 - o children who live with you or are under your custody;
 - o animals you own or look after.

When can you rely on this insurance?

A third party suffers damages through your fault or negligence.

You are held liable on the basis of:

1. either the third party liability legislation (article 1382 to 1386 bis of the Civil Code) or similar articles of foreign law;
2. for excessive neighbour nuisance in the sense of article 544 of the Civil Code. We cover you if this is due to a sudden and unforeseen event.

We do not cover damage caused during a professional activity.

We do not regard the following activities as professional:

- travelling to and from work, and professional trips;
- student jobs, as long as the student is entitled to child benefit;
- volunteer work, even if you receive expenses.

What do we cover in the following specific situations in your private life?

Minor children cause damage

We insure the *third party liability* of the minor children insured in this policy, even in the following situations:

- should minor children deliberately cause damage to third parties;
- should minor children drive, without being of the legal age and without telling the owner or holder of the vehicles or their parents or the custodians, a motor or rail vehicle and cause damage to third parties with this vehicle;
- should minor children ride a moped and cause damage to a passenger on the moped, where the motor insurer is entitled to recover his expenses.

Your *third party liability* for your minor children as a parent of minor children in this insurance *policy* is insured whatever act they have committed.

Your pets cause damage

We cover your *third-party liability* for the damage caused by *pets* provided you are the owner or they are in your custody.

We cover you for damage caused by *pets* that you keep for the purpose of guarding your *main residence* even if you use this *main residence* for a professional occupation.

You cause a road traffic accident

We insure your liability as a vulnerable road user (pedestrian, cyclist (electric bikes which require pedal assistance included. The mechanical support to be used when walking with the bicycle is considered 'travel with pedal assistance'), skater or user of any other means of transport without a motor). Your liability is insured when you are a passenger in any vehicle.

If you are liable in the case of an accident in which a vulnerable road user (pedestrian, cyclist (electric bikes which require pedal assistance included), skater or user of any other means of transport without a motor) is injured, a motor car insurer or other institution may be obliged to compensate the vulnerable road user's damage under article 29 b of the "Motor Vehicle Insurance Act". The expenses will then be recovered from you. We insure this *recourse* even if the compensation was paid to another member of the family.

We do not insure compulsory legal liability for motor vehicles.

We do insure your liability for:

- motorised toys with a maximum speed of 8 km/h;
- sit-on lawn mowers not designed to be put in circulation;
- motorised slow vehicles (such as electric wheelchairs) with a top speed of 18 km/h.

If the accident occurs at a place where the "Motor Vehicle Insurance Act" applies, we will provide cover in accordance with this act.

The insured building is your main residence or second home:

Your land or buildings cause damage

We insure your *third-party liability* for damage caused by:

- your *main residence*;
- a *garage* for your personal use located at another address;
- a second home that you may occasionally rent out;
- student accommodation;
- the gardens at the above residences;
- land, whether or not this has been developed, of which you are the owner, tenant or user;
- the household effects located in or on the abovementioned residences, *garages*, gardens or grounds.

The insured building is empty or rented out:

Your land or buildings cause damage

We insure your *third-party liability* for damage caused by:

- the insured *home* (a property that you do not live in but rent out or a *home* designed to be lived in but temporarily empty or in the process of being renovated);
- your *main residence*;
- a garage for your personal use located at another address;
- a second home that you may occasionally rent out;
- student accommodation;
- the gardens at the above residences;
- land of which you are the owner, tenant or user.

Your craft causes damage

We insure your *third-party liability* for damage by:

- sailing boats with a maximum weight of 300 kg;
- motorboats fitted with a motor of maximum 10 DIN HP.

Model aircraft causing damage

We only insure your *third party liability* for damages inflicted by model aircraft (which also refers to drones), under circumstances in which no insurance is required by law.

What is excluded under Family insurance?

The following are not insured:

- your contractual liability. For example, we will not pay for the damage to equipment that you hired from a hire company or borrowed from a friend. One exception being the damage that you cause during a stay in a hotel or other type of accommodation that offers hotel service, even if you are on a trip for professional reasons;
- damage to goods or animals under your custody;
- the personal *third-party liability* of an insured person who has become an adult, in the case of claims caused intentionally and for the following cases of gross negligence/serious misconduct, such as:
 - o claims caused by drunkenness or a similar condition arising from the abuse of drugs or medicines or other products, such that you (the insured) are no longer in control of what you do;
 - o claims caused as the result of bets or dares, acts of violence against people or wilful damage or theft of property;
- liabilities that require compulsory cover, such as hunting or driving a motor vehicle, unless stated otherwise in these conditions;
- *third-party liability* as the result of flames, *fire*, *explosion* and smoke that originated or spread from a building of which you are the owner, tenant or resident, or its contents, unless stated otherwise in this insurance contract;
- damage caused by a building as the result of building, rebuilding or renovating (including enlargements works) if these works undermine the stability of the insured building or adjacent buildings;
- damage by aircraft (excepting the insured damages inflicted by model aircraft described in these *general conditions*) and rail vehicles.

Who is never covered under this insurance?

The following people are never covered under this insurance:

- you the policyholder;
- the people who live with you, even if they are staying temporarily elsewhere for any reason.

(except when specific situations stipulate otherwise in these *general conditions*)

What is the maximum that we will compensate?

- 25,400,124 euros for *bodily injury*;
- 5,080,024 euros for *material damage*.

These amounts are index linked based on the consumer prices index figure.

What will we do for you if someone claims against you under Family insurance?

We will pay for your liability in any case of *material damage* or *bodily injury* caused by you to third parties.

In a dispute about your liability or the damages claim, we will defend you against third-party claims and pay for the costs of defending you in civil proceedings.

If you receive a procedural costs indemnity you must pass this on to us to help pay for our costs.

What else will we do?

We will pay for the damage sustained by anyone who attempts to save you or your possessions, irrespective of liability, provided their actions were free of charge.

We will pay for the damage not covered by health insurance, the state or any other institution or insurance contract.

We will pay a maximum of 25,000 euros (not index linked) for *material damage* and *bodily injury* together.

This sum is to be divided equally among the rescuers. No excess applies.

Is there an excess to be paid?

We will withhold 250 euros from the compensation if the *material damage* is below 10,000 euros (not index linked).

There is no excess under *bodily injury*.

Legal assistance Insurance

What do we mean by you (the insured) in the context of Legal Assistance insurance?

The person whose interests are insured under the insurance contract, that is:

- you, the policyholder as a natural person;
- the people who live with you, even if they are staying temporarily elsewhere for any reason;
- your minor children or those minor children belonging to your cohabitating partner or spouse who do not live with you;
- your adult children or those adult children belonging to your cohabitating partner or spouse who do not live with you if they are still economically dependent on you (the policyholder) or your live-in/cohabiting partner.

If any of the aforementioned persons lose the status of being an insured party (e.g., in the event of a change of address following a de facto separation or divorce), we will continue to provide cover for six months. Should this policy's next main renewal date occur at a later date in time, then we will even provide cover until this time. In any event, the cover for these persons will cease as from the moment at which another insurance policy is taken out or from the moment when this

The following are also considered insured in the situations we describe below:

- *domestic employees*, family helpers and other paid employees while at work for you personally, including when doing housework in rooms set aside for professional purposes;
- the children (minors) of other people if your supervision of them is not professional, if they are held liable during or as a result of this supervision;
- people who look after, not professionally, but with or without pay:
 - o children who live with you or are under your care;
 - o animals you own or look after.

When can you claim under this legal assistance insurance?

1. A third party causes you loss or damage in your private life

We assist you if loss or damage is caused by a third party whom we can hold liable:

- under the applicable third party liability legislation (article 1382 to 1386 bis of the Civil Code);
- in the case of excessive neighbour nuisance (article 544 of the Civil Code) if it results from a sudden event that you could not have foreseen;
- if you as a vulnerable road user (pedestrian, cyclist (also user of electric bikes which require pedal assistance), skater or user of other means of transport without engine) can make a claim against a motor vehicle insurer;
- if you can apply to the Victims of Intentional Violence Fund;
- if you can apply to the Medical Accidents Fund due to damage or loss resulting from a provision of healthcare.

2. Cover for criminal proceedings against you

You face criminal proceedings for an unintentional criminal offence resulting from an event that is which may or may not be insured under your Family insurance. We will pay the costs of your defence.

We do not offer cover for intentional crimes punishable as criminal offences under Belgian law. Legal proceedings involving organized crime or terrorism are excluded too. As regards other intentional criminal offences we pay on acquittal and as soon as the acquittal is final.

3. Cover in civil proceedings against you

You face a claim for compensation from a third party resulting from an event insured under the Family cover in this insurance contract.

The defence of your case will then come under this Family insurance. If there is a conflict of interest, you have the right to choose a lawyer to defend you. We will pay for the costs of the lawyer.

4. Compensation in case of Insolvency

We compensate any loss that we are unable to recover for you under the above legal assistance cover because a third party is found liable but is in fact *insolvent*.

We do not compensate if the loss comes under a government compensation scheme, such as the Commission for assistance for the victims of Intentional Violence, the Medical Accidents Fund, the Community Motor Car Traders Guarantee Fund or Social Security.

5. Bail

If you are held in custody abroad and cannot be released until you post bail, we will pay the bail or offer our personal guarantee. This is conditional upon you being held in relation to an event covered by the Family element of this insurance contract.

6. Travel expenses

We will pay your travel and accommodation expenses if you are summonsed to appear before a foreign court:

- If you travel by car we will pay for your travel costs, provided you can produce receipts for the fuel;
- For journeys of up to 400 km you (the insured) are entitled to a 1st class train ticket;
- For journeys over 400 km you (the insured) are entitled to an economy class flight.

7. Motor vehicles

We do not provide legal assistance in disputes involving you as an owner, keeper or driver of a motor vehicle.

We do provide legal assistance in disputes arising from the use of:

- motorised toys with a maximum speed of 8 km/h;
- sit-on lawn mowers not designed to be driven on the public highway;
- motorised slow vehicles (such as electric wheelchairs) with a top speed of 18 km/h.

The insured building is your main residence or second home.:

8. Land and buildings

We provide legal assistance for:

- your *main residence*;
- a *garage* for personal use located at another address;
- a second home you occasionally rent out;
- student accommodation;
- the gardens at the above addresses;
- lands of which you are the owner, tenant or user.

The insured building is empty or rented out:

8. Land and buildings

We provide legal assistance for:

- the insured *home* (a property that you do not live in but rent out or a *home* designed to be lived in but temporarily empty or in the process of being renovated);
- your *main residence*;
- a *garage* for personal use located at another address;
- a second home which you occasionally rent out;
- student accommodation;
- the gardens at the above addresses;
- land of which you are the owner, tenant or user.

What can we do for you if you are addressed in the framework of legal assistance insurance?

We will tell you about your rights and how you can assert them in a dispute. We will tell you what information you need and investigate every avenue when it comes to protecting your interests.

We will always aim to settle out of court first. We will assist you in court proceedings wherever necessary.

Under this insurance we will pay:

- the costs and fees owing to lawyers, process servers and experts;
- the costs of proceedings in or out of court;
- the costs of enforcement x 1;
- your procedural costs indemnity.

If you are awarded a procedural costs indemnity this will be passed on to us to compensate our costs.

What is the maximum that we will compensate?

The following maximum claim limits apply to each insured loss:

- 25,000 euros for all insured costs (excluding *insolvency*);
- 12,500 euros for compensation in the case of *insolvency*.

These amounts are not index linked.

When are you not insured?

You are not insured:

- in a dispute in which your loss is no higher than 200 euros (not index linked);
- in a dispute that we can show you knew about or should reasonably have known about when the insurance commenced;
- in criminal proceedings against you for an offence committed before the insurance commenced;
- costs and fees paid by you without our agreement, unless in case of extreme urgency;
- costs and fees relating to events in which you were grossly negligent. Gross negligence means a state of drunkenness or a similar state that results from the abuse of prescribed or non-prescribed medicines, depressants or stimulants;
- for fines, retributions, amicable settlements proposed by the courts;
- a dispute with beneficiaries of this insurance unless you the policyholder give permission or the damage can be transferred to an insurer;
- in disputes relating to performance of contract, such as damage due to a tradesman's poor work or damage to equipment that you have rented from a rental company. We will, however, pay if there was damage to goods other than those to which the contract relates or if you sustain *bodily injury*;
- property disputes regarding an easement or right of view. We will not cover you in a case where a damages claim has been lodged as part of this dispute. If in the context of such a dispute a claim is opened to recover damages there is no coverage in disputes relating to:
 - o aircraft (except unmanned model aircraft), track vehicles, sailing boats weighing more than 300 kg and motorboats of more than 10 DIN HP, owned by you;
 - o the use of guns by you (the insured) when hunting;
 - o the legislation on accidents at work.

How is a lawyer or expert chosen?

There may be times when you need a lawyer or expert or someone with the right qualifications to represent your interests in a particular area of the law. In that case the choice is up to you.

If there is ever a conflict of interest between you and us, you will always have to choose your own lawyer and/or expert. We will notify you if this is the case.

If you would like to choose another lawyer or expert to represent your interests, we will pay the costs and fees of that new lawyer or expert if you show us that you have good reason for this.

You do not agree with our position on the settlement of the insured dispute. What can you do?

Once we have received all the information, we will tell you our position on the insured dispute. If you do not agree, you can seek advice from any lawyer of your choice.

If that lawyer confirms your position, we will continue your claim and we will also pay your lawyer's costs and fees.

If the lawyer confirms our position, we will repay half of the costs and fees you paid for the consultation.

If, against the advice of the lawyer you consulted, you initiate proceedings and obtain a better result than the result that we proposed, we will pay the full costs and fees of the proceedings and consultation.

You have a claim or you are addressed on behalf of your family insurance. What now? What do we expect you to do?

What do we expect you to do in the case of an event?

You must tell us of every event as soon as possible and within 8 days at the latest of it coming to your attention.

Our claim lines are open 24 hours a day. Call us on the number +32 2 550 06 00. Or email us at myclaim@nn.be.

Once you have reported the event please follow our instructions.

We will do everything we can to settle the claim.

You must make over to us immediately any documents or messages that you receive in relation to the claim. This includes documents from a court, a lawyer or any other parties involved.

You must, if necessary, appear at court hearings and fulfil any of the procedural formalities that we ask of you.

In cases where your liability is called into question, you must not under any circumstance admit liability or agree to a waiver of *recourse*, settlement, assessment of the damage, payment or promise of compensation. By accepting initial material aid or medical care and simply acknowledging the facts you are not admitting liability.

If you do not take this into account and we suffer a disadvantage, we may limit the indemnity accordingly or reclaim the amount.

You move or you sell your home

If the building and/or content are insured:

You move to a new home in Belgium. What do you have to do?

If you move to a new main residence in Belgium, you must tell us immediately:

- the address of the new *home* and the relevant details about it;
- whether you are living in the *home* as its tenant or owner.

If the content is insured:

What cover will you have until you tell us about your move?

We will insure your contents at your new address in Belgium, if you have that insurance cover, for a maximum of 90 days after your move. We will also extend your insurance for Theft, if you have subscribed it, in the same way.

If the building is insured:

You sell your home. What happens with your insurance contract?

The cover on the property ends 3 months after the deed of sale is drawn up. In this period the insurance contract applies for you and the buyer alike, provided the buyer does not already have the property insured.

If the building and/or content are insured:

You move abroad. What happens with your insurance contract?

We cannot insure your *home* if it is not in Belgium. We can continue to insure your *home* if it is in Belgium as long as you are still its owner. All other insurance covers come to an end when you move abroad.

If the family insurance with legal assistance is insured:

You move abroad. What happens with your Family and legal assistance insurance?

If you move abroad and are no longer registered in a Belgian municipality, your Family insurance with legal assistance ends at the point when you move.

What are your obligations in this insurance contract?

What are your obligations in terms of providing us with accurate information and circumstances?

If the building and/or content are insured:

When you take out the insurance contract

We draw up the *policy* from your answers to the questions we asked when you took out the insurance contract. They are all included in the *policy*. This is because it is your answers that determine our assessment of the risk.

In the course of the insurance contract

You must tell us of any changes in the course of the insurance contract that affect any of the elements or statements made in the *policy*.

You must tell us of the following changes, for example:

- you move house;
- changes in the characteristics of the *home*, such as an increase or decrease in the size of your *home* (including outbuildings), addition of an indoor or outdoor swimming pool, personal lift, thatched *roof* on the main building (see the description of the home in the *policy*);
- you carry out a new or different professional occupation in the *home*;
- different use of the *home* (lived in by you, rented or empty).

What are your obligations in terms of paying the premium?

You must pay the *premiums* (taxes and costs included) by the premium due date. We set the *premium* annually, based on your *policy* details. We tell you of the new *premium* before the *main renewal date*, and send you the new *policy*.

What happens if you don't fulfil your obligations?

If you do not fulfil your obligations **at the time of taking out or in the course of the insurance contract**, this can result in:

- adjustment of the *premium*;
- termination of the insurance contract;
- voidance of the insurance contract;
- refusal to compensate or application of the proportionality between the *premium* you paid and the *premium* you would normally have paid.

In that case we will act in accordance with the law.

If you do not meet your obligation to **pay the premium** we will send you a reminder. If we do not receive your payment after sending your reminder we will send you a registered letter of default. If you do not pay within the term set in that letter, your insurance contract will come to an end.

General exclusions

What loss or damage is always excluded?

We never insure loss or damage caused by:

- *terrorism*, except for the insurances for which the *terrorism* coverage is required by law;
- war including civil war;
- the use of weapons and devices designed to explode by changing the structure of the atomic nucleus;
- sources of ionising radiation or nuclear fuel or radiation from any radioactive product or waste.

Glossary - definitions

Abex index	The construction prices index set twice a year by the Association of Belgian Experts or any other institution so appointed.
Actual value	New value of an object or building after deduction of <i>wear</i> .
Assaults	Riots of all kinds, civil commotion, acts of <i>terrorism</i> or sabotage: <ul style="list-style-type: none">- Riot: a violent event - even if unplanned - involving a group of people, that takes place through incitement and is marked by disturbances or unlawful acts. Riots also involve resistance to bodies tasked with maintaining public order, but do not necessarily involve the intent of overthrowing the established public authority;- Civil commotion: a violent event - even if unplanned - involving a group of people, which, although not in revolt against the establishment does take place through incitement and is marked by disturbances or unlawful acts.
Bodily injury	Any harm to the physical integrity of a natural person.
Collection	A collection of objects that form a whole and that were chosen for their beauty, rarity, peculiarity or documentation value. Examples: stamps, coins, vintage weapons, old and original books, old tin-glazed pottery or porcelain objects, paintings.
Consumer prices index	Consumer prices index set by the Ministry of Economic Affairs each month. This index reflects the cost of living.
Cylinder lock	A cylinder lock is a lock mechanism consisting of a cylinder and its housing.
Dilapidated	Buildings: <ul style="list-style-type: none">- pertaining to danger of collapse;- pertaining to support structure and roofing of poor condition.
Domestic employees	Any person who agrees to carry out in return for payment and under an employer's supervision, mainly manual household work in order to meet the private needs of that employer or his/her family (for example, cook, chambermaid, nanny, domestic help).
Earthquake	Any <i>earthquake</i> that occurs naturally and is recorded as having a magnitude of at least 4 on the Richter Scale, or that destroys, breaks or damages within a 10 km radius of the building in question, property and goods that are insurable against this risk. This includes <i>floods</i> , overflow or eruption of the public sewage system, <i>landslips</i> or subsidence arising from this. The following are considered as a single event: the initial <i>earthquake</i> and any aftershocks that occur within 72 hours, as well as the insured risks arising directly from this.
Equipment	Goods used for the professional activity you told us about (but not <i>merchandise</i>); including: any permanent fixture or fixture added by tenants or users. Goods belonging to the insured's manual or office workers.
Event	The occurrence of a sudden and accidental insured incident that causes damage.
Exclusions	Events, losses or damage to goods resulting from legal or contractual provisions, which are not covered by the insurance.
Explosion	The violent bursting apart or collapse of an object due to a sudden difference in pressure.

Fire	Combustion involving flames outside a normal fireplace, through which a fire starts and can spread.
Fixtures	An object that is fixed to the property. It cannot be moved and is permanently fitted.
Flood	Any swelling beyond their banks of rivers, canals, lakes, ponds or seas that results from atmospheric precipitation, the thawing of snow or ice, dyke breach or tidal wave. This includes the flowing of water due to inadequate absorption in the ground as the result of atmospheric precipitation. The following are considered as a single event: the initial overflow of a river, canal, lake, pond or sea and any overflow that takes place within 168 hours of the water level falling, i.e. a return to within normal limits of the river, canal, lake, pond or sea, as well as the insured risks that arise directly from this.
Garage	A separate area accessed through one or more front doors and containing one or more car spaces, even if the vehicles are not actually parked there. An individual space or individual box in an apartment building is also considered a <i>garage</i> . A car space under a lean-to or carport is not considered a <i>garage</i> .
Garden furniture	Any chairs, barbecue furniture, benches, tables and armchairs that are designed for use in the garden.
General conditions	The present document, which explains the losses we will cover, the exclusions and the obligations on both sides.
Guests	Any person who is received by the insured for a short time and at no charge.
Home	House, apartment or apartment building.
Hydraulic installation	All pipes, inside and outside, that supply, transport and drain off water, irrespective of where it comes from, including the appliances connected to them (such as washing machines and dishwashers) and the pipe sections that connect the private pipe work to the water mains.
Insolvency	A situation in which a person is unable to fulfil his/her financial obligations.
Jewellery	Jewellery is any object: <ul style="list-style-type: none"> - containing precious metals, natural or farmed pearls; - made from precious metal. Gold or silver-plated objects are also considered as jewellery; - which is ornamental. This includes ornaments that are not made from precious metals and timepieces with a catalogue value in excess of EUR 2,651 (index linked). In the case of loss or damage to timepieces, a certificate of authenticity must always be produced.
Labour disputes	Any collective dispute, in any shape or form, pertaining to industrial relations, including: <ul style="list-style-type: none"> - Strike: any stoppage of work planned by a group of employees, officials or independent workers. - Lock-out: provisional exclusion of workers from a business until agreement has been reached in a <i>labour dispute</i>.

Landslip	<p>Collapse of a considerable mass of earth that destroys or damages goods and property, due in part or in full to a natural phenomenon other than <i>flood</i> or <i>earthquake</i>.</p> <p><i>Subsidence</i> or landslip and any collapse of earth that follows this within a period of 72 hours is considered a single event.</p>
Loss of profits	<p>Reduced annual turnover which leads to a full or partial loss of profits, while some overheads continue and so cause a proportional increase in expenses.</p>
Main renewal date	<p>Date on which the current insurance contract ends but without cancellation extends tacitly for a period of one year.</p> <p>This date is stated in your <i>policy</i>.</p>
Main residence	<p>The address at which you (the policyholder as a natural person) are registered and reside for most of your time.</p>
Material damage	<p>Any destruction, damage or loss of an object or material; any physical harm to animals.</p>
Maximum indemnity limits	<p>We will pay compensation up to the maximum limit stated. From this sum we will always deduct the excess (even if the limit has been reached) unless the total loss or damage exceeds 10,000 euros.</p>
Merchandise	<p>Stocks, raw materials, foodstuffs, semi-finished products, finished products, packaging, waste relating to the professional activity you told us about.</p>
Outdoor toy	<p>A toy used outside, such as a swing, sandpit, seesaw, trampoline, playhouse.</p>
Pets	<p>Domesticated animals (dogs, cats, chickens, horses, ponies, etc.) or animals kept for pleasure (fish, hamsters, etc.). We do not cover animals that may not be kept as pets in Belgium.</p>
Premium	<p>The price of your insurance contract.</p>
Policy	<p>The document that contains the special conditions, which, along with the <i>general conditions</i> constitute your insurance contract.</p>
Recourse	<p>Claim for compensation from the person who is liable for the loss or damage.</p>
Roof	<p>The cover placed on a building to make it watertight (such as tiles, slate, roofing felt, sheeting), the support structure (such as the joinery, tile laths and frame to which the roofing felt and sheeting are fitted) and the insulation between these elements and the support structure.</p>
Sanitary fitting	<p>Sink toilet, washbasin, bath and shower tray.</p>
Securities	<p>This means money in cash, coins and banknotes with a monetary value, precious metal rods, not set-in gems, cheques, credit cards, stamps (except stamps with collection value).</p>
Solar panels	<p>A solar panel is a panel that converts solar energy to electricity. To achieve this a large number of photovoltaic cells are mounted on the panel. The solar collector, which converts the electromagnetic rays of the sun into heat, is also described as a solar panel.</p>
Stored vehicle	<p>Parked motor vehicles, towing caravans, motorboats and motorcycles that belong to the insured. A jet ski is not considered as a stored vehicle.</p>

Subsidence	<p>Collapse of a considerable mass of earth that destroys or damages goods and property, due in part or in full to a natural phenomenon other than <i>flood</i> or <i>earthquake</i>.</p> <p><i>Subsidence</i> or landslip and any collapse of earth that follows this within a period of 72 hours is considered as a single event.</p>
Swimming pool roofs	<p>Construction with which the pool can be closed and whereby it's possible to use the pool when the roof is closed.</p>
Tenant's liability	<p>As a tenant you are liable for the damage caused to the property you rent. You are namely obliged to return the home to the owner at the end of the tenancy agreement in the condition in which you received it. As a tenant you are automatically liable unless you can demonstrate otherwise.</p> <p>We insure your liability as a tenant towards the landlord following an event insured under the basic cover in your property. We will pay for <i>material damage</i> to your <i>property</i> (including the landlord's lost rental income) according to articles 1302 and 1732 to 1735 of the Civil Code, as well as the costs of demolition, clearance, rescue and care.</p>
Terrorism	<p>A secretly planned act or threatened act with an ideological, political, ethnic or religious motive, carried out by an individual or group, in which people are subjected to violence, or the economic value of a material or immaterial property is wholly or partially destroyed, or which is designed to create an impression on the public, to create a climate of insecurity or to pressurise the government, or to hinder normal comings and goings or the normal operation of a service or company.</p>
Third -Party liability	<p>Damage or loss sustained by third parties as a result of your negligence or fault on the basis of articles 1382 to 1386 bis of the Civil Code or similar articles of foreign law.</p>
Vandalism	<p>Damage caused by third parties committing a foolish and irrational act such as graffiti, intentional damages.</p>
Wear	<p>Reduction of an object's value according to its age and usage, and the frequency and quality of its maintenance.</p>

Addendum “Insurance of Natural Disasters under the General Conditions of the National pricing agency”

CONDITIONS GENERALES DU BUREAU DE TARIFICATION 2018

(*) Les définitions générales (article 24) précisent la signification et la portée des mots et expressions signalés par un astérisque.

CHAMP D'APPLICATION DE L'ASSURANCE

Cette assurance s'applique aux risques simples* pour lesquels, sur la base de l'article 131 de la loi relative aux assurances*, il est fait usage des conditions tarifaires fixées par le Bureau de tarification en ce qui concerne les catastrophes naturelles.

Au cas où, pour le risque assuré, il existe déjà une assurance incendie, les dispositions de celle-ci priment les dispositions de la présente assurance contre les catastrophes naturelles, à l'exception de l'article 1 – objet de l'assurance, de l'article 3 – définition de catastrophe naturelle, de l'article 4 – exclusions de l'assurance contre les catastrophes naturelles, de la franchise mentionnée à l'article 8 A – franchise, de l'article 8 D - limite d'indemnité par événement dommageable et de l'article 23 – connexité avec une garantie incendie, qui restent d'application.

Article 1er - OBJET DE L'ASSURANCE

1) L'assureur* s'engage sur la base du contrat d'assurance, à indemniser l'assuré* des dégâts causés directement aux biens assurés par une catastrophe naturelle ou par un péril assuré qui en résulte directement, notamment l'incendie, l'explosion (en ce compris l'explosion d'explosifs) et l'implosion.

2) Sont en outre couverts : les dégâts aux biens assurés qui résultent dans le cas précité, de mesures prises par une autorité légalement constituée pour la sauvegarde et la protection des biens et des personnes, en ce compris les dégâts aux biens assurés dus aux inondations résultant de l'ouverture ou de la destruction d'écluses, de barrages ou de digues dans le but d'éviter une inondation éventuelle ou l'extension de celle-ci.

3) Même lorsque le sinistre se produit en dehors des biens assurés, la garantie de l'assurance s'étend aux dégâts causés à ceux-ci par :

a) les secours ou tout moyen convenable d'extinction, de préservation ou de sauvetage de personnes ou de biens ;

b) les démolitions ou destructions ordonnées pour arrêter les progrès d'un sinistre ;

c) les effondrements résultant directement et exclusivement d'un sinistre ;

d) la fermentation ou la combustion spontanée suivie d'incendie ou d'explosion ;

e) la chaleur, la fumée, les vapeurs corrosives et toute diffusion d'éléments, matières ou agents toxiques, détériorants ou nuisibles qui résultent directement et exclusivement d'un sinistre.

4) Enfin, sont pris en charge, les frais énumérés ci-après lorsque ceux-ci sont exposés par suite du sinistre assuré :

a) les frais de démolition et de déblaiement nécessaires à la reconstruction ou à la reconstitution des biens assurés. Les frais d'assainissement du sol ne relèvent pas de cette garantie ;

b) les frais de logement exposés au cours des 3 mois qui suivent la date de survenance du sinistre lorsque l'habitation assurée est devenue inhabitable ;

5) Les frais découlant aussi bien des mesures demandées par l'assureur aux fins de prévenir ou d'atténuer les conséquences du sinistre que des mesures urgentes et raisonnables prises d'initiative par l'assuré pour prévenir le sinistre en cas de danger imminent ou, si le sinistre a commencé, pour en prévenir ou en atténuer les conséquences, sont supportés par l'assureur lorsqu'ils ont été exposés en bon père de famille, alors même que les diligences faites l'auraient été sans résultat. Ils sont à sa charge même au-delà du montant assuré.

Article 2 – SITUATION DES BIENS ASSURES

Les biens assurés sont le bâtiment* et le contenu* situés à l'adresse du risque.

Les biens assurés sont garantis à la situation indiquée aux conditions particulières.

La situation est l'adresse du risque mentionnée aux conditions particulières.

En dehors de cette localisation, l'assurance reste d'application :

a) pour le contenu* qui est déménagé à la nouvelle adresse de l'assuré* en Belgique, tant pendant le déménagement qu'à la nouvelle adresse et ce, jusqu'à 30 jours après la fin du déménagement.

b) pour le mobilier* qu'un assuré* déplace temporairement dans le cadre d'un séjour temporaire dans un bâtiment situé dans l'Union européenne.

Ce mobilier est assuré à concurrence d'un maximum de 5% du contenu* assuré.

Article 3 – DEFINITION DE CATASTROPHE NATURELLE

1) Sont considérées comme catastrophe naturelle :

a) l'inondation

Par inondation, on entend

- tout débordement de cours d'eau, canaux, lacs, étangs ou mers, suite à des précipitations atmosphériques, une fonte des neiges ou des glaces, une rupture de digues ou un raz-de-marée,

- un ruissellement d'eau résultant du manque d'absorption du sol suite à des précipitations atmosphériques ainsi que les glissements et affaissements de terrain qui en résultent.

b) le tremblement de terre

Par tremblement de terre, on entend tout séisme d'origine naturelle

- enregistré avec une magnitude minimale de quatre degrés sur l'échelle de Richter ou

- qui détruit, brise ou endommage des biens assurables contre ce péril dans les 10 km du bâtiment* désigné,

ainsi que les inondations, les débordements ou refoulements d'égouts publics, les glissements ou affaissements de terrain qui en résultent.

c) le débordement ou le refoulement d'égouts publics occasionné par des crues, des précipitations atmosphériques, une tempête, une fonte des neiges ou de glace ou une inondation.

d) le glissement ou l'affaissement de terrain, à savoir un mouvement dû en tout ou en partie à un phénomène naturel, à l'exception du tremblement de terre et de l'inondation, d'une masse importante de terrain qui détruit ou endommage des biens.

Les mesures effectuées par des établissements publics compétents ou, à défaut, par des établissements privés qui disposent des compétences scientifiques requises peuvent être utilisées pour la constatation d'une catastrophe naturelle.

2) Unicité d'une catastrophe naturelle

a) Inondation

Sont considérés comme une seule et même inondation, le débordement initial d'un cours d'eau, d'un canal, d'un lac, d'un étang ou d'une mer et tout débordement survenu dans un délai de 168 heures après la décrue, c'est-à-dire le retour de ce cours d'eau, ce canal, ce lac, cet étang ou cette mer dans ses limites habituelles, ainsi que les périls assurés qui en résultent directement.

b) Tremblement de terre

Sont considérés comme un seul et même tremblement de terre, le séisme initial et ses répliques survenues dans les 72 heures, ainsi que les périls assurés qui en résultent directement.

Article 4 - EXCLUSIONS

1) Exclusions générales

Ne sont pas assurés :

1. les objets se trouvant en dehors des bâtiments* sauf s'ils y sont fixés à demeure ;

2. les constructions faciles à déplacer ou à démonter, délabrées ou en cours de démolition et leur contenu* éventuel, sauf si ces constructions constituent le logement principal de l'assuré* ;

3. les abris de jardin, remises, débarras et leur contenu* éventuel, les clôtures et les haies de n'importe quelle nature, les jardins, plantations, accès et cours, terrasses, ainsi que les biens à caractère somptuaire ;

4. les bâtiments* (ou parties de bâtiments*) en cours de construction, de transformation ou de réparation et leur contenu* éventuel, sauf s'ils sont habités ou normalement habitables ;

5. les véhicules terrestres à moteur, aériens, maritimes, lacustres et fluviaux ;

6. les biens transportés ;

7. les biens dont la réparation des dommages est organisée par des lois particulières ou par des conventions internationales ;

8. les récoltes non engrangées, les cheptels vifs hors bâtiment*, les sols, les cultures et les peuplements forestiers ;

9. les dommages causés par toute source de rayonnements ionisants ;

10. le vol, le vandalisme, les dégradations immobilières et mobilières commises lors d'un vol ou d'une tentative de vol et les actes de malveillance rendus possibles ou facilités par un sinistre couvert,

11. les sinistres causés par la guerre ou par des faits de même nature et par la guerre civile.

2) Exclusions relatives au péril inondation et les débordements et refoulements d'égouts publics

a) Ne sont pas assurés :

le contenu* des caves entreposé à moins de 10 cm du sol, à l'exception des installations de chauffage, d'électricité et d'eau qui y sont fixés à demeure.

Par cave, l'on entend tout local dont le sol est situé à plus de 50 cm sous le niveau de l'entrée principale vers les pièces d'habitation du bâtiment* qui le contient, à l'exception des locaux de cave aménagés de façon permanente en pièces d'habitation ou pour l'exercice d'une profession;

b) un bâtiment*, une partie de bâtiment* ou son contenu* si ce bâtiment* a été construit plus de dix-huit mois après la date de publication au Moniteur belge de l'arrêté royal classant la zone où ce bâtiment* est situé comme zone à risque.

Cette exclusion est également applicable aux extensions au sol des biens existant avant la date de classement de la zone à risque.

Cette exclusion n'est pas applicable aux biens ou parties de biens qui sont reconstruits ou reconstitués après un sinistre et qui correspondent à la valeur de reconstruction ou de reconstitution des biens avant le sinistre.

Article 5 – FIXATION DES MONTANTS ASSURES

A. Les montants assurés sont fixés sous la responsabilité du preneur d'assurance. Pour éviter l'application de la règle proportionnelle de montants, les montants assurés qui comprennent toutes taxes dans la mesure où celles-ci ne sont pas déductibles, doivent à tout moment représenter la valeur des biens assurés, estimée en tenant compte des modalités suivantes :

1) le bâtiment* : à sa valeur à neuf* ;

2) le mobilier* : à sa valeur à neuf* ;

sauf :

a. le linge et les effets d'habillement : à leur valeur réelle* ;

b. les meubles d'époque, les objets d'art et de collection, les bijoux et généralement tous objets rares ou précieux : à leur valeur vénale* ;

c. les appareils électriques (en ce compris les appareils électroniques) : à leur valeur réelle* sans que celle-ci ne puisse être supérieure au prix de remplacement de biens neufs de performances comparables ;

3) le matériel* : à sa valeur réelle*,

mais :

a. le matériel* ne peut être estimé à une valeur supérieure au prix de remplacement de matériel* neuf de performances comparables ;

b. les originaux et copies d'archives, documents, livres de commerce, les plans, modèles et supports d'informations : à leur valeur de reconstitution

matérielle, à l'exclusion des frais de recherches et d'études ;

4) les marchandises* : à leur valeur du jour*,

mais les marchandises* appartenant à la clientèle et déposées chez l'assuré* : sur la base de leur valeur réelle* ;

5) les animaux domestiques : à leur valeur du jour*, sans tenir compte de leur valeur de concours ou de compétition.

B. Toutefois, si le système* mis à disposition du preneur d'assurance par l'assureur a été correctement appliqué, la règle proportionnelle de montants ne sera pas appliquée.

C. En cours de contrat, le preneur de d'assurance peut à tout moment demander de modifier les montants assurés pour les mettre en concordance avec les valeurs des biens assurés auxquels ils se rapportent.

Article 6 – ADAPTATION AUTOMATIQUE DES MONTANTS

A. Le contrat d'assurance fait mention de l'adaptation automatique des montants et d'un indice de souscription. Ceci implique que :

1) les montants assurés et les limites d'indemnité exprimées en chiffres absolus et la prime sont automatiquement adaptés à l'échéance annuelle de la prime selon le rapport existant entre :

a. le dernier indice ABEX établi au moins deux jours avant le premier jour du mois de cette adaptation, et

b. l'indice ABEX de souscription ;

2) en cas de sinistre, l'assureur* appliquera toujours l'indice le plus récent si celui-ci est plus avantageux pour l'assuré*, sans qu'il puisse excéder de plus de 10 % l'indice applicable à la dernière échéance annuelle.

B. La franchise, établie dans le contrat d'assurance, est liée à l'évolution de l'indice des prix à la consommation et adaptée selon le rapport existant entre le plus récent indice applicable au jour du sinistre et l'indice 119,64 (décembre 1983 – base 1981 = 100).

Article 7 – ESTIMATION DES DOMMAGES

Pour la fixation des dommages aux biens assurés*, les estimations sont faites au jour du sinistre, sur les mêmes bases que celles définies à l'article 5 A.

En cas d'assurance souscrite en valeur à neuf*, les dommages estimés sont diminués de la totalité de la vétusté* de chaque bien ou partie de biens sinistrés lorsque sa vétusté* dépasse 30 % de la valeur à neuf* du bâtiment* ou du mobilier*.

Article 8 – DETERMINATION DE L'INDEMNITE

A. Franchise

L'indemnité est déterminée en prenant en considération le montant des dommages, tel qu'il est estimé à l'article 7, diminué de la franchise contractuelle déterminée par le Bureau de tarification.

La franchise sera déduite avant l'application de la règle proportionnelle.

B. Réversibilité

S'il apparaît au jour du sinistre que certains montants assurés excèdent ceux qui résultent des modalités d'évaluation définies à l'article 5, l'excédent sera réparti entre les montants relatifs aux biens insuffisamment assurés, sinistrés ou non, et ce au prorata de l'insuffisance des montants et proportionnellement aux taux de prime appliqués. Cette réversibilité n'est accordée que pour les biens appartenant au même ensemble et situés dans un même lieu.

C. Règle proportionnelle

1) Si au jour du sinistre, nonobstant l'éventuelle application de la réversibilité visée au paragraphe B, un montant assuré est inférieur au montant qui aurait dû être assuré conformément à l'article 5, l'assureur* n'est tenu d'indemniser le dommage que selon le rapport existant entre le montant effectivement assuré et celui qui aurait dû être assuré.

2) La règle proportionnelle de primes visée à l'article 11 A. 4) s'applique cumulativement, le cas échéant, avec la règle proportionnelle de montants visée au 1) ci-avant.

3) La règle proportionnelle de montants n'est toutefois pas appliquée :

a. si l'insuffisance du montant assuré ne dépasse pas 10 % du montant qui aurait dû être assuré ;

b. dans une assurance au premier risque absolu, à savoir une assurance consentie à concurrence d'un montant déterminé, quelle que soit la valeur des biens désignés ;

c. dans l'assurance en valeur agréée ;

d. si le preneur d'assurance applique correctement le système dont question à l'article 5B ;

e. si l'assureur ne fournit pas la preuve qu'il a proposé le système dont question à l'article 5B.

D. Limite d'indemnité par événement dommageable

L'assureur* limitera les indemnités qu'il devra payer en cas de catastrophe naturelle conformément à l'article 130 §2 de la loi relative aux assurances.

Article 9 – PROCEDURE D'ESTIMATION DES DOMMAGES

A. Pour l'assurance de dégâts matériels, les dommages, la valeur avant sinistre des biens assurés et le pourcentage de vétusté* sont estimés de gré à gré ou par deux experts, l'un nommé par le preneur d'assurance, l'autre par l'assureur*.

En cas de désaccord sur le montant des dommages garantis, les experts concernés s'adjoignent un troisième expert avec lequel ils forment un collège qui statue à la majorité des voix. Les estimations sont souveraines et irrévocables. Les coûts de l'expert engagé par l'assuré* et le cas échéant du troisième expert sont avancés par l'assureur* et sont à charge de la partie à laquelle il n'a pas été donné raison.

B. Faute par l'une des parties de nommer son expert, cette nomination est faite, à la requête de la partie la plus diligente, par le président du tribunal de première instance du domicile du preneur d'assurance. Il en est de même si les deux experts ne s'entendent pas sur le choix du troisième expert ou si l'un d'eux ne remplit pas sa mission.

C. L'expertise ou toute opération faite dans le but de fixer le montant des dommages ne préjudicie en rien aux droits et exceptions que l'assureur*

peut invoquer. Elle n'oblige donc pas l'assureur* à indemnisation. Il en est de même en ce qui concerne les mesures prises pour le sauvetage des biens et la garde des biens assurés sinistrés.

Article 10 – PAIEMENT DE L'INDEMNITE

1) L'indemnité est payée de la manière suivante :

1. dans les 15 jours qui suivent la date de la communication de la preuve que les frais de relogement et les autres frais de première nécessité ont été exposés, l'assureur* verse le montant destiné à couvrir ces frais ;

2. dans les 30 jours qui suivent l'accord, l'assureur* paie la partie de l'indemnité incontestablement due constaté par commun accord entre les parties ;

En cas de contestation, la clôture de l'expertise ou la fixation du montant du dommage doit avoir lieu dans les nonante jours qui suivent la date à laquelle l'assuré* a informé l'assureur* de la désignation de son expert. L'indemnité doit être payée dans les trente jours qui suivent la date de clôture de l'expertise ou, à défaut, la date de la fixation du montant du dommage.

3. en cas de reconstruction ou de reconstitution des biens sinistrés, l'assureur* est tenu de verser à l'assuré* dans les 30 jours qui suivent la date de clôture de l'expertise ou, à défaut, la date de fixation du montant du dommage, une première tranche égale à l'indemnité minimale fixée à l'article 121, § 4, 1°, b de la loi relative aux assurances .

Le restant de l'indemnité peut être payé par tranches au fur et à mesure de l'avancement de la reconstruction ou de la reconstitution pour autant que la tranche précédente soit épuisée.

Les parties peuvent convenir après le sinistre une autre répartition du paiement des tranches d'indemnité.

4. en cas de remplacement du bâtiment* sinistré par l'acquisition d'un autre bâtiment*, l'assureur* est tenu de verser à l'assuré* dans les trente jours qui suivent la date de clôture de l'expertise ou, à défaut, la date de la fixation du montant du dommage, une première tranche égale à l'indemnité minimale fixée à l'article 121, § 4, 1°, b) de la loi relative aux assurances .

Le solde est versé à la passation de l'acte authentique d'acquisition du bien de remplacement ;

5. dans tous les autres cas, l'indemnité est payable dans les trente jours qui suivent la date de clôture de l'expertise ou, à défaut, la date de la fixation du montant du dommage ;

6. la clôture de l'expertise ou l'estimation du dommage visées aux 3°, 4° et 5° ci-dessus doit avoir lieu dans les nonante jours qui suivent la date de la déclaration du sinistre.

2) Les délais prévus au paragraphe ci-dessus sont suspendus dans les cas suivants :

1. l'assuré* n'a pas exécuté, à la date de clôture de l'expertise, toutes les obligations mises à sa charge par le contrat d'assurance. Dans ce cas, les délais ne commencent à courir que le lendemain du jour où l'assuré* a exécuté les obligations contractuelles ;

2. il existe des présomptions que le sinistre peut être dû à un fait intentionnel dans le chef de l'assuré* ou du bénéficiaire d'assurance. Dans ce cas, l'assureur* peut se réserver le droit de lever préalablement copie du dossier répressif. La demande d'autorisation d'en prendre connaissance doit être formulée au plus tard dans les trente jours de la clôture de l'expertise ordonnée par lui. L'éventuel paiement doit intervenir dans les trente jours où l'assureur* a eu connaissance des conclusions dudit dossier, pour autant que l'assuré* ou le bénéficiaire qui réclame l'indemnité, ne soit pas poursuivi pénalement ;

3. le Ministre qui a les Affaires économiques dans ses attributions a allongé le délai de nonante jours prévus à l'article 121, § 2, 1°, 2° et 6° de la loi relative aux assurances;

4. l'assureur* a fait connaître par écrit à l'assuré* les raisons indépendantes de sa volonté et de celle de ses mandataires, qui empêchent la clôture de l'expertise ou l'estimation des dommages visées à l'article 121, § 2, 6° de la loi relative aux assurances .

En cas de non-respect des délais visés à l'article 121, § 2 de la loi relative aux assurances , la partie de l'indemnité qui n'est pas versée dans les délais porte de plein droit intérêt au double du taux de l'intérêt légal à dater du jour suivant celui de l'expiration du délai jusqu'à celui du paiement effectif, à moins que l'assureur* ne prouve que le retard n'est pas imputable à lui-même ou à un de ses mandataires.

3) 1. Sans préjudice de l'application des autres dispositions de la loi relative aux assurances qui permettent de réduire l'indemnité, l'assureur* verse :

a) en cas d'assurance en valeur à neuf*, lorsque l'assuré* reconstruit, reconstitue ou remplace le bien sinistré, 100 % de cette valeur à neuf*, vétusté* déduite.

Toutefois, si le prix de reconstruction, de reconstitution ou la valeur de remplacement est inférieur à l'indemnité pour le bien sinistré calculée en valeur à neuf* au jour du sinistre, l'indemnité est au moins égale à cette valeur de reconstruction, de reconstitution ou de remplacement majorée de 80 % de la différence entre l'indemnité initialement prévue et cette valeur de reconstruction, de reconstitution ou de remplacement déduction faite du pourcentage de vétusté* du bien sinistré et des taxes et droits qui seraient redevables sur cette différence, vétusté* déduite ;

b) en cas d'assurance en valeur à neuf*, lorsque l'assuré* ne reconstruit, ne reconstitue ou ne remplace pas le bien sinistré, 80% de cette valeur à neuf*, vétusté* déduite ;

c) dans le cas d'une assurance en une autre valeur, 100 % de cette valeur ;

2. en cas de reconstruction, de reconstitution ou de remplacement du bien sinistré, l'indemnité visée au 1) ci-dessus comprend tous taxes et droits généralement quelconques ;

3. si le contrat comporte une formule d'adaptation automatique, l'indemnité pour le bâtiment* sinistré, calculée au jour du sinistre, diminuée de l'indemnité déjà payée, est majorée en fonction de la majoration éventuelle du dernier indice connu au moment du sinistre, pendant un délai normal de reconstruction qui commence à courir à la date du sinistre sans que l'indemnité totale ainsi majorée puisse dépasser 120 % de l'indemnité initialement fixée ni excéder le coût total de la reconstruction.

4) Toutes taxes de quelque nature que ce soit (y compris la taxe sur la valeur ajoutée) ne seront remboursées par l'assureur* que dans la mesure où leur paiement a été démontré et que celui-ci ne peut être récupéré.

Article 11 – DESCRIPTION ET MODIFICATION DU RISQUE – DECLARATION DU PRENEUR D'ASSURANCE

Le contrat est établi sur la base des informations fournies par le preneur d'assurance.

A. Lors de la conclusion du contrat.

- 1) Le preneur d'assurance a l'obligation de déclarer exactement toutes les circonstances connues de lui et qu'il doit raisonnablement considérer comme constituant, pour l'assureur*, des éléments d'appréciation du risque.
- 2) Si le preneur d'assurance est en défaut de satisfaire à son obligation de déclaration visée au 1) et que l'omission ou l'inexactitude est intentionnelle et induit l'assureur* en erreur sur les éléments d'appréciation du risque, le contrat est nul. Les primes échues jusqu'au moment où l'assureur* a eu connaissance de l'omission ou de l'inexactitude intentionnelle lui sont dues.
- 3) Si le preneur d'assurance est en défaut de satisfaire à son obligation de déclaration visée au 1) et que l'omission ou l'inexactitude dans la déclaration n'est pas intentionnelle, l'assureur* propose, dans le délai d'un mois à compter du jour où il a eu connaissance de l'omission ou de l'inexactitude, la modification du contrat avec effet au jour où il a eu connaissance de l'omission ou de l'inexactitude. Si la proposition de modification du contrat est refusée par le preneur d'assurance ou si, au terme d'un délai d'un mois à compter de la réception de cette proposition, cette dernière n'est pas acceptée, l'assureur* peut résilier le contrat dans les quinze jours.
Néanmoins, si l'assureur* apporte la preuve qu'il n'aurait en aucun cas assuré le risque, il peut résilier le contrat dans le délai d'un mois à compter du jour où il a eu connaissance de l'omission ou de l'inexactitude.
- 4) Si un sinistre survient avant que la modification du contrat ou que la résiliation visée au 3) ait pris effet, l'assureur* :
 - fournit la prestation convenue lorsque l'omission ou la déclaration inexacte ne peut être reprochée au preneur d'assurance,
 - fournit une prestation, selon le rapport entre la prime payée et la prime que le preneur d'assurance aurait dû payer s'il avait régulièrement déclaré le risque, lorsque l'omission ou la déclaration inexacte peut lui être reprochée. Toutefois, si l'assureur* apporte la preuve qu'il n'aurait en aucun cas assuré le risque dont la nature réelle est révélée par le sinistre, sa prestation est limitée au remboursement de la totalité des primes payées.
- 5) S'il n'est point répondu à certaines questions écrites de l'assureur et si ce dernier a néanmoins conclu le contrat, il ne peut, hormis le cas de fraude, se prévaloir ultérieurement de cette omission.

B. En cours de contrat.

- 1) Le preneur d'assurance a l'obligation de déclarer, dans les conditions du paragraphe A., 1), les circonstances nouvelles ou les modifications de circonstances qu'il doit raisonnablement considérer comme étant de nature à entraîner une aggravation sensible et durable du risque de survenance des dommages assurés ou de l'importance de ceux-ci.
 - 2) Lorsque ce risque s'est aggravé de telle sorte que, si l'aggravation avait existé au moment de la souscription, l'assureur* n'aurait consenti l'assurance qu'à d'autres conditions, il propose, dans le délai d'un mois à compter du jour où il a eu connaissance de l'aggravation, la modification du contrat avec effet rétroactif au jour de l'aggravation. Si la proposition de modification du contrat est refusée par le preneur d'assurance ou si, au terme d'un délai d'un mois à compter de la réception de cette proposition, cette dernière n'est pas acceptée, l'assureur* peut résilier le contrat dans les quinze jours.
Néanmoins, si l'assureur* apporte la preuve qu'il n'aurait en aucun cas assuré le risque aggravé, il peut résilier le contrat dans le délai d'un mois à compter du jour où il a eu connaissance de l'aggravation.
 - 3) Si un sinistre survient avant que la modification du contrat ou que la résiliation visée au 2) ait pris effet, l'assureur* effectue la prestation convenue si le preneur d'assurance a rempli l'obligation de déclaration visée au paragraphe B., 1).
 - 4) Si un sinistre survient et que le preneur d'assurance n'a pas rempli l'obligation de déclaration au paragraphe B., 1), l'assureur* :
 - effectue la prestation convenue lorsque le défaut de déclaration ne peut être reproché au preneur d'assurance,
 - effectue sa prestation selon le rapport entre la prime payée et la prime que le preneur aurait dû payer si l'aggravation avait été prise en considération, lorsque le défaut de déclaration peut être reproché au preneur.
 Toutefois, si l'assureur* apporte la preuve qu'il n'aurait en aucun cas assuré le risque aggravé, sa prestation est limitée au remboursement de la totalité des primes payées,
 - refuse sa garantie si le preneur d'assurance a agi dans une intention frauduleuse en ne déclarant pas l'aggravation. Les primes échues jusqu'au moment où l'assureur* a eu connaissance de la fraude lui sont dues à titre de dommages et intérêts.
 - 5) Lorsque le risque de survenance des périls assurés a diminué d'une façon sensible et durable au point que, si la diminution avait existé au moment de la souscription, l'assureur* aurait consenti l'assurance à d'autres conditions, celui-ci accorde une diminution de la prime à due concurrence à partir du jour où il a eu connaissance de la diminution du risque. Si l'assureur* et le preneur d'assurance ne parviennent pas à un accord sur la prime nouvelle dans un délai d'un mois à compter de la demande de diminution formulée par ce dernier, celui-ci peut résilier le contrat.
- C. Sans dérogation à ce qui précède, l'assureur* peut, à tout moment, faire visiter un risque assuré.

Article 12 - OBLIGATIONS DE L'ASSURE

A. En tout temps, l'assuré* doit prendre toutes mesures utiles et notamment toutes les précautions d'usage pour prévenir les sinistres, et observer les mesures de précaution stipulées dans le contrat.

B. En cas de sinistre :

- 1) l'assuré* doit prendre toutes mesures raisonnables pour prévenir et atténuer les conséquences du sinistre. L'assureur* supporte, même au-delà des montants assurés, les frais de sauvetage*, lorsqu'ils ont été exposés en bon père de famille alors même que les diligences faites l'auraient été sans résultat. Ces frais sont couverts à concurrence des plafonds admis par la loi ;
- 2) l'assuré* ne peut, en aucun cas, faire le délaissement, même partiel, des biens assurés ;
- 3) l'assuré* doit déclarer à l'assureur*, au plus tard dans les huit jours à compter de sa survenance le sinistre, ses circonstances, ses causes connues ou présumées, les mesures de sauvetage entreprises ainsi que toute autre assurance ayant le même objet relative au même risque assuré. En cas de dommages causés aux animaux domestiques, l'assuré* doit les déclarer immédiatement. L'assureur* ne peut se prévaloir de ce que les délais précités pour déclarer le sinistre n'ont pas été respectés si cette déclaration a été donnée aussi rapidement que cela pouvait raisonnablement se faire ;
- 4) l'assuré* doit transmettre à l'assureur*, le plus rapidement possible, un état estimatif détaillé et certifié par lui sincère des dommages et de la valeur des biens assurés ;
- 5) l'assuré* doit fournir à l'assureur* et autoriser celui-ci à se procurer tous les éléments justificatifs de cet état et relatifs aux causes du sinistre ;
- 6) l'assuré* doit justifier de l'absence de créance hypothécaire ou privilégiée, sinon fournir à l'assureur* une autorisation de recevoir délivrée par les créanciers inscrits, à moins que les biens assurés sinistrés n'aient entre-temps été complètement reconstruits ou reconstitués ;
- 7) l'assuré* doit s'abstenir de tout abandon de recours.

C. Sanctions

- 1) si l'assuré* ne remplit pas l'une des obligations visées au paragraphe B. ci-avant, l'assureur* peut réduire sa prestation à concurrence du préjudice qu'il a subi. Toutefois, il peut décliner totalement sa garantie si ce manquement a été fait dans une intention frauduleuse ;
- 2) en outre, l'assureur* peut décliner totalement sa garantie en raison de l'inexécution d'une obligation déterminée imposée par le contrat, à la condition que le manquement soit en relation causale avec la survenance du sinistre.

Article 13 - RECOURS

A. L'assureur* qui a payé tout ou partie de l'indemnité est subrogé, à concurrence du montant de celle-ci, dans tous les droits et actions du bénéficiaire. Par le seul fait du contrat, le preneur d'assurance confère à l'assureur* le droit de prendre toutes mesures conservatoires à l'égard du responsable.

L'assureur* renonce toutefois à tout recours qu'il peut exercer contre :

- 1) tout assuré* (y compris les nus-propriétaires et usufruitiers assurés conjointement par le contrat et les copropriétaires assurés conjointement par le contrat) ;
- 2) les descendants, les ascendants, le conjoint, les alliés en ligne directe du preneur d'assurance, les personnes vivant à son foyer, ses hôtes et les membres de son personnel ;
- 3) les personnes vivant au foyer des membres du personnel, des mandataires et des associés du preneur d'assurance, logés dans le risque assuré* ;
- 4) les fournisseurs qui distribuent par canalisation ou par câble le courant électrique, le gaz, la vapeur, l'eau, les sons, l'image et l'information, à l'égard desquels et dans la mesure où l'assuré* a dû abandonner son recours.

B. Tout abandon de recours consenti par l'assureur* reste sans effet :

- en cas de malveillance,
- dans la mesure où le responsable est effectivement garanti par une assurance couvrant sa responsabilité,
- dans la mesure où le responsable peut exercer lui-même un recours contre tout autre responsable. Toutefois, même dans cette dernière hypothèse, l'assureur* renonce à tout recours contre les personnes citées au paragraphe A., 2).

Article 14 – PAIEMENT DE LA PRIME

A. La prime est annuelle. Elle est payable par anticipation à la réception d'un avis d'échéance ou sur présentation d'une quittance. La prime commerciale ne peut être augmentée que des taxes et des cotisations établies ou à établir du chef du contrat ainsi que des frais de police et d'avenants et des éventuels frais d'encaissement pour retard de paiement. La prime commerciale comprend les chargements pour fractionnement éventuel.

B. Le défaut de paiement de la prime dans les quinze jours à compter du lendemain d'une mise en demeure adressée au preneur d'assurance par exploit d'huissier ou par lettre recommandée à la poste donne lieu à la suspension de la garantie ou à la résiliation du contrat.

En outre, l'assureur* qui a suspendu son obligation de garantie peut résilier ultérieurement le contrat ; s'il s'en est réservé la faculté dans la mise en demeure la résiliation prend effet à l'expiration d'un délai qui ne peut être inférieur à quinze jours à compter du premier jour de la suspension. S'il ne s'est pas réservé cette faculté dans la mise en demeure, la résiliation interviendra moyennant une nouvelle mise en demeure comme dit ci-avant.

La garantie suspendue reprend effet le lendemain à zéro heure du jour du paiement intégral des primes échues.

Article 15 – RESTITUTION DE LA PRIME – MISE AU TARIF

En cas de résiliation, suppression ou réduction de tout ou partie de l'assurance, l'assureur* restitue au preneur d'assurance le prorata de la prime non courue à la date d'effet de la résiliation, de la suppression ou de la réduction de l'assurance.

L'assureur* se réserve le droit de mettre, le cas échéant, le contrat en conformité avec les taux du tarif en vigueur chez l'assureur* tel que déterminé par le Bureau de tarification « catastrophes naturelles ».

Cette mise au tarif sera applicable à partir de la première échéance annuelle qui suit la notification de la modification du tarif. Si le preneur d'assurance n'accepte pas la mise au tarif, il peut résilier l'assurance à cette première échéance annuelle dans les 30 jours de la notification. Ce délai de 30 jours est porté à 3 mois si l'assureur* a notifié la mise au tarif moins de 4 mois avant l'échéance. Dans ce cas, la résiliation prend effet 30 jours après sa notification.

Article 16 – DUREE DU CONTRAT

La durée du contrat est fixée dans les conditions particulières. Si cette durée est inférieure à un an, les parties conviennent qu'un nouveau contrat d'une durée d'un an prend effet au terme, à moins qu'une des parties n'y renonce. Cette renonciation doit être notifiée par lettre recommandée au moins trente jours avant l'arrivée du terme du contrat. Si la durée du contrat est d'un an, celui-ci est reconduit tacitement pour des périodes consécutives d'un an, sauf si l'une des parties s'y oppose par lettre recommandée déposée à la poste au moins trois mois avant l'échéance. L'heure de la prise et de la cessation d'effet de l'assurance est fixée dans les conditions particulières.

Article 17 - RESILIATION

A. L'assureur* peut résilier tout ou partie du contrat :

- 1) en cas de non-paiement de la prime conformément à l'article 14 ;
- 2) dans les cas visés à l'article 11 relatif à la description et à la modification du risque conformément aux stipulations de cet article ;
- 3) après chaque sinistre déclaré, mais au plus tard un mois après le paiement ou le refus de paiement de l'indemnité ;
- 4) en cas de faillite du preneur d'assurance, mais au plus tôt trois mois après la déclaration de faillite ;
- 5) en cas de décès du preneur d'assurance conformément à l'article 18.

Dans les cas 2, 4 et 5), la résiliation prend effet à l'expiration du délai d'un mois à compter du lendemain de sa notification. Dans le cas 3), le délai est

porté à trois mois sauf si le preneur d'assurance, l'assuré* ou le bénéficiaire a manqué à l'une des obligations nées de la survenance du sinistre dans l'intention de tromper l'assureur* et que, de ce fait, ce dernier ait déposé plainte auprès du juge d'instruction avec constitution de partie civile.

B. Le preneur d'assurance peut résilier le contrat :

- 1) après chaque sinistre, mais au plus tard un mois après le paiement ou le refus de paiement de l'indemnité ;
- 2) en cas de mise du contrat en conformité avec les taux de prime du tarif en vigueur (article 15, B) ;
- 3) en cas de diminution du risque avec effet un mois à compter du lendemain de sa notification.

C. En cas de faillite du preneur d'assurance, le curateur peut résilier le contrat dans les trois mois qui suivent la déclaration de la faillite. La résiliation prend effet à l'expiration du délai d'un mois à compter du lendemain de sa notification.

Article 18 – DECES DU PRENEUR D'ASSURANCE

En cas de transmission de l'intérêt assuré, à la suite du décès du preneur d'assurance, les droits et les obligations nés du contrat d'assurance sont transmis au nouveau titulaire de cet intérêt.

Toutefois, les nouveaux titulaires de l'intérêt assuré et l'assureur* peuvent notifier la résiliation du contrat, les premiers dans les trois mois et quarante jours du décès, le second dans les trois mois du jour où il a eu connaissance du décès.

Article 19 – CESSION DES BIENS ASSURES

En cas de cession entre vifs d'un bien assuré, l'assurance prend fin de plein droit :

- s'il s'agit d'un immeuble : trois mois après la date de passation de l'acte authentique. Jusqu'à l'expiration de ce délai, la garantie accordée au cédant est acquise au cessionnaire, sauf si ce dernier bénéficie d'une garantie résultant d'un autre contrat ;
- s'il s'agit d'un meuble : dès que l'assuré* n'en a plus la possession.

Article 20 – LOI APPLICABLE

Le contrat est régi par la loi belge.

Toute plainte au sujet du contrat peut être adressée à :

- Ombudsman des assurances, Square de Meeûs 35, 1000 Bruxelles,
- sans préjudice de la possibilité pour le preneur d'assurance d'intenter une action judiciaire.

Article 21 – DOMICILE ET CORRESPONDANCE

A. Le domicile des parties est élu de droit, à savoir celui de l'assureur* en son siège en Belgique ou, à défaut, chez son représentant légal en Belgique et celui du preneur d'assurance à l'adresse indiquée dans le contrat ou notifiée ultérieurement à l'assureur*.

Pour la désignation par le président du tribunal de première instance des experts dont question à l'article 9, le preneur d'assurance ayant son domicile à l'étranger fait éléction de domicile à la situation du risque à propos de l'assurance duquel la contestation est née.

B. Toute notification est valablement faite à ces adresses, même à l'égard d'héritiers ou d'ayants cause du preneur d'assurance et tant que ceux-ci n'ont pas signifié un changement d'adresse à l'assureur*. En cas de pluralité de preneurs d'assurance, toute communication de l'assureur* adressée à l'un d'eux est censée faite à tous.

C. Toute notification est valablement faite par lettre recommandée ou par toute autre forme admise par la loi.

Article 22 – DISPOSITIONS GENERALES

Hiérarchie des conditions

Les conditions particulières complètent les conditions générales. Elles les abrogent dans la mesure où elles leur seraient contraires.

Pluralité de preneurs d'assurance

Si l'assurance est souscrite par plusieurs preneurs d'assurance, ceux-ci sont engagés solidairement et indivisiblement vis-à-vis de l'assureur*.

Article 23 – CONNEXITE AVEC UNE GARANTIE INCENDIE

Toute suspension, nullité, expiration ou résiliation de la garantie des catastrophes naturelles entraîne de plein droit celle de la garantie afférente au péril incendie.

De même, toute suspension, nullité, expiration ou résiliation de la garantie afférente au péril incendie entraîne de plein droit celle de la garantie des catastrophes naturelles.

Article 24 – DEFINITIONS GENERALES

Les mots et expressions signalés par un astérisque dans les présentes conditions générales ont la même signification et la même portée lorsqu'ils sont utilisés à tout autre endroit du contrat.

ASSURE

- le preneur d'assurance et les personnes vivant à son foyer,
- leur personnel dans l'exercice de ses fonctions,
- les mandataires et associés du preneur d'assurance dans l'exercice de leurs fonctions,
- tout autre personne mentionnée comme assuré dans le contrat.

ASSUREUR

L'entreprise d'assurances désignée aux conditions particulières.

BATIMENT

Toute construction couverte par une toiture se trouvant à la situation indiquée au contrat, en ce compris :

1. les fondations
2. les biens réputés immeubles par destination en vertu de l'article 525 du Code civil ;
3. les dépendances, même séparées, construites en n'importe quel matériau pour autant :
 - que l'industrie proprement dite n'y soit pas exercée,
 - qu'elles ne servent ni de magasin, ni de salle d'emballage,
 - que leur superficie totale ne dépasse pas 10 % de celle du bâtiment* désigné auquel elles sont attenantes ou voisines avec un maximum de 300 m² ;
4. les massifs en maçonnerie ou en béton du matériel* ;
5. les compteurs et raccordements d'eau, de gaz, de vapeur et d'électricité, les raccordements téléphoniques et de radiodistribution et de télédistribution, les installations calorifiques fixes ;
6. les matériaux à pied d'œuvre destinés à être incorporés au bâtiment*, mais à l'exclusion :
 - du sol, y compris ses aménagements et recouvrements extérieurs,
 - des voies ferrées extérieures,
 - des quais non attenants, des ponts, des tunnels et des constructions similaires,
 - des plantations de toute nature, des clôtures en plein air,
 - des câbles et canalisations souterrains qui ne peuvent être atteints que par des travaux de terrassement,
 - des biens définis comme matériel*.

CONTENU

Par contenu, on entend : l'ensemble du mobilier*, du matériel* et des marchandises*.

LOI RELATIVE AUX ASSURANCES

La loi du 4 avril 2014 relative aux assurances

MARCHANDISES

Les approvisionnements, matières premières, denrées, produits en cours de fabrication, produits finis, emballages, déchets relatifs à l'exploitation professionnelle du preneur d'assurance qui sont sa propriété ou qui lui sont confiés.

MATERIEL

Les biens meubles à usage professionnel qui ne sont pas des marchandises* et qui sont la propriété du preneur d'assurance ou qui lui sont confiés, notamment l'outillage, les agencements industriels ou commerciaux généralement quelconques, fixes ou mobiles, les archives, documents, livres de commerce, les copies de plans, modèles et supports d'informations.

Est également compris sous le vocable « matériel », tout agencement fixe ou tout aménagement apporté pour usage professionnel par les locataires ou occupants.

MOBILIER

Les biens meubles à usage privé qui sont la propriété de l'assuré*, ou qui sont confiés au preneur d'assurance ainsi qu'à sa domesticité, y compris tout agencement ou aménagement apporté par les locataires.

Sont exclus : les lingots de métaux précieux, pierres précieuses ou perles fines non montées, monnaies, billets de banque, cartes Proton, timbres ou titres quels qu'ils soient, chèques et autres effets de commerce.

RISQUE SIMPLE

Tout bien ou ensemble de biens dont la valeur assurée ne dépasse pas 743.680,57 euros.

Tout bien ou ensemble de biens décrits ci-dessous dont la valeur assurée ne dépasse pas 23.921.725,14 euros :

- bureaux et habitations, en ce compris les immeubles à appartements ou de bureaux pour autant que la surface affectée à des fins commerciales n'excède pas 20% de la superficie cumulée du rez-de-chaussée et des autres étages ;
- les exploitations agricoles, horticoles, viticoles, fruitières et d'élevage ;
- les locaux affectés à l'usage de professions libérales, sauf les pharmacies ;
- les locaux utilisés par les institutions religieuses tels que lieux de cultes, abbayes et cloîtres, ainsi que les salles paroissiales ;
- les locaux affectés à des activités culturelles, sociales et philosophiques ;
- les bâtiments* destinés à l'enseignement, à l'exception de ceux destinés à l'enseignement supérieur ;
- les conservatoires de musique, les musées et les bibliothèques ;
- les installations affectées exclusivement à des activités sportives ;
- les établissements de soins médicaux, sanatoria, préventoria, cliniques, hôpitaux, homes pour enfants, maisons de repos pour personnes âgées.

Pour le calcul de ces montants, il est tenu compte de tous les contrats d'assurances ayant le même objet, relatif à des biens se trouvant au même endroit et souscrits par le même preneur d'assurance, par un des assurés ou par une société ou association dans laquelle le preneur d'assurance ou un assuré a un intérêt majoritaire ou détient manifestement une part prépondérante du pouvoir de décision.

Les montants visés ci-dessus sont liés à l'évolution de l'indice ABEX, l'indice de base étant celui du premier semestre de 1988, à savoir 375.

Au 1er juillet 2017, les montants indexés s'élèvent respectivement à 1.521.074,66 euros et 48.927.901,82 euros.

SYSTEME

Pour l'assurance d'une habitation par le propriétaire ou le locataire, l'assureur est tenu de présenter au preneur d'assurance un système, qui, s'il est correctement appliqué et si les montants assurés sont indexés ou s'il n'y a pas de montants assurés, entraîne la suppression de la règle de proportionnalité de montants pour le bâtiment désigné.

Le système proposé par l'assureur ne peut entraîner des frais supplémentaires à charge du preneur à la conclusion du contrat, pour l'assurance d'une habitation normale.

L'assureur est tenu de fournir la preuve du respect des dispositions du premier alinéa; à défaut, il ne peut appliquer la règle de proportionnalité de montants.

VALEUR A NEUF

Prix coûtant de la reconstruction ou reconstitution à neuf.

VALEUR DU JOUR

Valeur de bourse, de marché ou de remplacement.

VALEUR REELLE

Valeur à neuf*, vétusté* déduite.

VALEUR VENALE

Prix d'un bien que l'assuré* obtiendrait normalement s'il le mettait en vente sur le marché national.

VETUSTE

Dépréciation en fonction de l'âge du bien, de son usage, de la fréquence et de la qualité de son entretien.

ASSURANCE CATASTROPHES NATURELLES

CONDITIONS GENERALES DU BUREAU DE TARIFICATION 2017

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Information on the protection of privacy

The Privacy Statement applies to the processing of your personal data. You can find it at www.nn.be/gdpr.

Datassur

The insurance company NN Non-Life Insurance NV will provide ESV Datassur with relevant personal data solely for the purposes of assessing risks and managing contracts as well as holding information about relevant claims. Persons providing proof of their identity may contact Datassur for the purposes of consulting their relevant personal data and, if appropriate, have it corrected. To exercise this right, the relevant person must send a signed and dated request together with a copy of their identity card to the following address: Datassur, dienst Bestanden, square de Meeûs 29, B-1000 Brussels.

Documents translated into other languages:

The only legally binding versions of all contractual documentation are the French or Dutch language versions. Only the texts drafted in French or Dutch may be used as reference documents if discrepancies are found in documents translated into another language.

Article 496

Every fraud or attempt of fraud regarding an insurance company results in the cancellation of the insurance contract and is criminally prosecuted based on Article 496 of the Belgian Penal Code. In addition, the interested party is featured within the economic interest group Datassur's file, which includes all risks which are specially monitored by all its affiliated insurers.

**From now on, insurers will be
extra vigilant when it comes
to detecting fraude...**



**... bona fide clients
can count on us.**

Do not pay unnecessarily for others, help us to prevent abuse.

Relevant parties

Insurance intermediary

ING Belgium SA/NV, an insurance broker, registered with the FSMA under the code number 12381A.

Registered office: Avenue Marnix 24, B-1000 Brussels, Belgium - Brussels RPM/RPR - VAT BE 0403.200.393 – www.ing.be -

BIC: BBRUBEBB - IBAN BE45 3109 1560 2789.

Insurer

NN Non-Life Insurance NV, a Dutch incorporated company, authorised to insure risks in Belgium as an insurance company registered under the code number 1449.

Registered office: Prinses Beatrixlaan 35, 2595 AK The Hague, Netherlands - Trade register number 27127537, supervised by the Nederlandsche Bank.

Representative in Belgium

NN Insurance Services Belgium SA/NV, competent in particular to settle claims for NN Non-Life Insurance NV in Belgium, insurance agent registered with the FSMA under the code number 103019A.

Registered office: Avenue Fonsny 38, B-1060 Brussels, Belgium - Brussels RPM/RPR - VAT BE 0890.270.750