

ING Family Insurance

General Terms and Conditions



ING Belgium acts as a broker and NN acts as an insurer

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Introduction

How do you read these *General Terms and Conditions*?

All words printed in italics are explained in more detail in the glossary at the end of these *General Terms and Conditions*.

In the general provisions you will find all the elements that apply to the entire insurance contract.

You will find a separate chapter for each insurance *policy*.

Who do we mean with the following definitions?

You (*policyholder*)

The natural or legal person who has taken out the insurance contract with us and pays the premium.

You (*insured person*)

The persons whose interests are covered by the insurance contract.

This is you (*policyholder*) and the persons living with you. Any deviations from this definition will be explained for each insurance *policy*.

We, our (*insurer*)

The insurer is the insurance company the contract is concluded with: NN Non-Life Insurance nv, based at: Princess Beatrixlaan 35, 2595 AK The Hague, The Netherlands.

Third party

Any person other than you (*the insured*) or us with whom you have no contractual relationship.

How can you contact us about this insurance contract?

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

Any correspondence can be sent to Fonsnylaan 38, B-1060 Brussels.

What should you do in the event of a claim?

Call us on +32 2 550 06 00.

We are available 24 hours a day, 7 days a week by phone for you to make a claim.

You can also send an email to myclaim@nn.be.

You can find more information about what to do in the event of a claim further on in these *General Terms and Conditions*.

What to do if you are not satisfied?

If you are not satisfied, please contact us in one of the aforementioned manners. If we cannot come to an agreement, please contact us at:

- Complaints Management, Sint-Michielswarande 60, B-1040 Brussels (klachten@ing.be – Tel. + 32 2 547 61 01 – Fax + 32 2 547 83 20)
- Insurance Ombudsman, de Meeûssquare 35, B-1000 Brussels (www.ombudsman.as – info@ombudsman.as – Tel. + 32 2 547 58 71 – Fax: + 32 2 547 59 75)

This is without prejudice to the possibility of initiating legal proceedings.

How can you (*policyholder*) amend the insurance contract?

You can amend your insurance contract at any time.

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

The following points are important here:

1. If there is any change in your details listed on the *policy*, you must notify us immediately.
2. We assess changes in the same way as when applying for a new insurance contract. The premium may increase or decrease as a result of a change. It is also possible that we will not accept the change or that we will terminate the insurance contract.

General provisions

How is your insurance contract structured?

Your insurance contract consists of two parts:

1. The *General Terms and Conditions* (this document). These describe which *damages* are borne by us, which *damages* are excluded and which are the mutual obligations.
2. The *policy* contains the Special Terms and Conditions that apply specifically to you. Statements in the *policy* take precedence over the *General Terms and Conditions*. You will receive this document upon signature, amendment and annual renewal of the insurance contract.

What is the legal framework?

This insurance contract falls within the scope of the Insurance Act of 4 April 2014, the Acts and Royal Decrees applicable to the insurance contract. This insurance *policy* is governed by Belgian law.

This insurance contract also falls within the scope of national and international regulations relating to the (prohibition of the) provision of financial services. This legislation prohibits us from entering into agreements with or for the benefit of (legal) persons who appear on national and/or international lists (sanctions lists) because of their involvement in terrorism, money laundering or related crimes. We check this on a regular basis. If, within 10 days after the conclusion of the insurance contract, it appears that you (the *policyholder*) are on a sanctions list, no valid insurance has been taken out. If a *policyholder*, insured party or a third party is put on a sanctions list during the term of the insurance contract, no intervention in a claim or other services will be provided to this (legal) person.

We reproduce the legal provisions in language that is as comprehensible as possible. If a statement in the insurance contract conflicts with the aforementioned legal provisions, the latter shall apply.

When does your insurance contract start?

The insurance contract starts on the date stated in the *policy* at 00:00.

What is the duration of this insurance contract?

The duration of this insurance contract is one year. The insurance contract is tacitly renewed annually on the main *renewal date*. We will inform you about this a few weeks before the main *renewal date*. If you add or change insurance policies in the course of the year, the main *renewal date* remains unchanged. You will find the main *renewal date* in your *policy*.

When can the insurance contract be terminated?

Below you will find an overview of when the insurance contract can be terminated.

When can you (the *policyholder*) terminate the insurance contract?

1. You can terminate all or part of the insurance contract on the **main renewal date**. In that case, you must inform us by registered letter, bailiff's writ or cancellation letter with confirmation of receipt at least 3 months before the main renewal date.
2. You can terminate the insurance contract if we **change the rate**. We then apply the legal provisions and deadlines here. We will let you know if this applies to you.
3. You can also terminate the insurance contract after a **claim**. You can do this within 1 month of the payment or the refusal of payment of the compensation by registered letter, bailiff's writ or cancellation letter with confirmation of receipt. The insurance contract will then end 3 months after the day of notification.
4. You may **withdraw from the insurance contract within 14 calendar days** of receiving the *policy*, the *General Terms and Conditions* and the pre-contractual information. This can be done without giving any reason and at no additional cost. You can do this by sending a letter to: NN Insurance Services Belgium, Avenue Fonsny 38, 1060 Brussels, Belgium. The withdrawal will take effect immediately at the time of notification. If the insurance contract had already started, you are obliged to pay for the period in which cover for the risk was provided.

When can we terminate the insurance contract?

1. We can terminate all or part of the insurance contract on the **main renewal date**. We will notify you by registered letter at least 3 months before the main renewal date on which the termination takes effect. In the event of partial termination, you have the right to terminate the entire insurance contract on the main renewal date. You must then inform us by registered letter at least 3 months before the main renewal date.
2. We can terminate all or part of the insurance contract after a **claim**, at the latest 1 month after payment or refusal to pay compensation. Termination will then take effect 3 months after the day of notification.
3. We can terminate the insurance contract after **non-payment of the premium**. If the premium has not been paid 30 days after the due date, the company will send the policyholder a registered letter demanding immediate payment within 15 days from the date of such registered letter. If, in spite of such registered letter, the policyholder fails to make the payment, the insurance will be suspended at the end of the 15-day deadline. If the cover is suspended, the company shall end such suspension pursuant to payment of the outstanding premiums. Within the maximum limit of two consecutive years, the premiums which mature during the period of suspension for payment default will remain outstanding. They will be added to the premium which is the subject of the demand for payment and must be paid. The company may, within the fifteen days following the registered letter demanding immediate payment, terminate the contract with effect, at the earliest, at the end of such 15-day deadline.
4. In **specific situations** there are other termination options for us. We explain these options in more detail in these *General Terms and Conditions*.

What happens to the insurance contract if you (policyholder as a natural person) die?

The insurance contract is transferred to the beneficiaries (the heirs).

The beneficiaries can:

- retain the contract;
- terminate the contract within 3 months and 40 days after the death by registered letter. The insurance contract will then end 1 month after we receive the notification.

We may terminate the contract by registered letter within 3 months of the day we were informed of the death.

How is your premium calculated?

The *premium* is calculated based on your answers to the questions when you enter into or amend this insurance contract. These answers were integrally incorporated into the *policy*. You must notify us of any changes which occur in the course of the insurance contract and which have an impact on these elements and statements. If these answers are or have become inconsistent with reality, the proportionality rule will be applied in the event of a claim, based on the ratio of the paid premium to the payable premium based on the actual situation.

Are the insured amounts, the *maximum reimbursements* and the premium automatically adjusted?

The *maximum reimbursements* under civil and/or extra-contractual liability are always linked to the consumer price index for the entire duration of the insurance contract. The index 134.05 (index of June 2020, with base 2004 = 100) counts as the base index.

The *premium* for civil and/or extra-contractual liability is not indexed.

For optional Legal Assistance insurance, the reimbursement thresholds, *maximum reimbursements* and *premium* are not indexed.

Family Insurance and the optional Legal Assistance insurance

General provisions

Where should your *main residence* be for the Family Insurance and the optional Legal Assistance insurance?

You (the *policyholder* as a natural person) must be registered in a Belgian municipality in order to take out the Family Insurance and the optional Legal Assistance insurance.

Your Family Insurance and the optional Legal Assistance insurance ends as soon as you are no longer registered in a Belgian municipality.

Where is this insurance valid?

This insurance is valid worldwide.

Family Insurance

What do we mean by 'you' (insured person) in the context of the Family Insurance?

In particular, the person whose interests are covered by the insurance contract:

- you as the *policyholder* and only as a natural person;
- the persons who live with you, even if they temporarily stay elsewhere for any reason;
- your minor children or those of your spouse or cohabiting partner who do not live with you;
- your adult children or those of your spouse or cohabiting partner, who do not live with you if they are still economically dependent on you (*policyholder*) or your cohabiting partner;
- you or your partner, if permanently admitted to a care facility.

If one of the aforementioned persons loses the capacity of insured person (for example in case of a change of address after a divorce or separation), we will continue to provide the cover for a period of 6 months. If the next main renewal date of this *policy* is later in time, we will even provide cover until then. In any case, the cover for these persons stops as soon as another insurance *policy* is taken out or as soon as this insurance *policy* is terminated.

The following are also considered as insured in the situations mentioned below:

- the *house staff*, the family helpers and other paid employees during their employment in your private life, including during the performance of house work on the premises intended for professional purposes;
- minor children of other persons if you do not supervise them professionally, if they are held liable during or as a result of this supervision;
- the persons supervising, in a non-commercial capacity, whether remunerated or not:
 - o children who live with you or are in your care;
 - o animals that you own or look after.

When can you invoke this insurance *policy*?

A third party suffers *damage* due to your fault or negligence.

You are held liable on the basis of:

1. either *civil liability* law (Articles 1382 to 1386bis of the Belgian Civil Code) or similar provisions of foreign law;
2. or excessive neighbourly nuisance within the sense of Article 544 of the Belgian Civil Code.

Damage caused during a professional activity is excluded.

The following activities will not be regarded as a professional activity:

- commuting to and from work and business travel;
- student jobs, as long as the student is entitled to child benefit;
- voluntary work, even if you receive an expense allowance for this.

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

Minor children causing *damage*

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

- if the minor children intentionally cause *damage* to third parties;
- if the minor children cause *damage* to third parties while driving a motor vehicle or a railway vehicle, without being of legal age and without the knowledge of the owner or keeper of the vehicle and of their parents or the person under whose care they are in charge;
- if the minor children are driving a moped, for the *damage* suffered by a passenger of the moped, to the extent that the car insurer is entitled to recover its expenses.

Your *civil liability* as a parent for minor children insured in this *policy* remains insured regardless of the mistake they have made.

Your *pets* cause *damage*

We insure your *civil liability* for *damage* caused by *pets* to the extent that you own or have them in your care.

The *damage* caused by your *pets* that you use to guard your *main residence* is insured even if you also use this *main residence* for professional purposes.

You cause *damage* in traffic

We insure your *civil liability* as a vulnerable road user (pedestrian, cyclist (including a user of pedelecs requiring pedal assistance. The mechanical support to be used when walking with the bicycle on the hand is considered to be 'pedal-assisted'), skater or user of other means of transport without a motor). As a passenger, your liability is insured in any vehicle.

If you are liable for an accident that injures a vulnerable road user (a pedestrian, a cyclist (including a user of a pedelec that requires pedalling assistance), a skater or a user of another non-motorised means of transport, a car insurer or other institution may be obliged to compensate the *damage* suffered by the vulnerable road user within the framework of Article 29bis of the Belgian Motor Vehicle Insurance Act. Afterwards, all expenses will be recovered from you. We ensure that redress is provided even if those benefits are paid to another family member.

We do not insure your liability covered by the compulsory motor vehicle liability insurance.

We do insure your liability for:

- motorised toys with a maximum speed not exceeding 8km/h;
- ride-on mowers not intended for circulation;
- motorised propulsion devices (such as electric scooters, electric wheelchairs and e-bikes) provided that their maximum speed does not exceed 25km/h.

If the accident occurs at a place where the Belgian Motor Vehicle Insurance Act applies, we insure in accordance with that act.

Your grounds or buildings cause *damage*

We insure your *liability* for *damage* caused by:

- your *main residence*;
- the insured *residence* (a property that you do not occupy but rent out or a residence intended for habitation but temporarily vacant or under renovation);
- a *garage* for your personal use located at a different address;
- a second residence that you may or may not sometimes rent out;
- a student residence;
- the gardens at the aforementioned residences;
- land which is built on or not, that you own, rent or use;
- movable property situated in or on the abovementioned residences, gardens or land.

Your vessels cause *damage*

We insure your *civil liability* for *damage* caused by:

- sailboats with a maximum weight of 300kg;
- motorboats equipped with an engine of up to 10 DIN HP.

Your model aircraft cause *damage*

We only insure your *third-party liability* for *damage* caused by model recreational aircraft that can reach a maximum height of 10 metres (including drones) in cases where no statutory insurance is required.

What is not insured under the Family Insurance?

The following is not insured:

- your contractual liability. For example, we do not compensate you for *damage* to equipment you borrowed from a rental company or that is being used by a friend.
An exception to this is *damage* you cause during a stay at a hotel or other accommodation with hotel service (even in case of business travel) or a stay in a care facility;
- *damage* to goods or animals under your supervision;
- the personal *civil liability* of an insured person who has reached the age of adulthood, for *damage* caused intentionally and for the following cases of gross negligence:
 - o claims caused by drunkenness or a similar condition resulting from the use of drugs or medicines or other products as a result of which you (the insured person) no longer have control over your actions;
 - o claims caused as a result of betting or challenges, assault on persons or the malicious damaging or theft of goods;
- the statutory liability to be insured, such as in the practice of hunting or in the use of motor vehicles, unless stated otherwise in these terms and conditions;
- the *civil liability* for fire, explosion and smoke arising in or missed from a building of which you are the owner, tenant or occupant or its contents, unless otherwise stated in this insurance contract;
- the *damage* caused by a building as a result of construction, reconstruction or conversion works (including extension works) when these works endanger the stability of the insured building or of the adjoining buildings;
- *damage* caused by aircraft (other than the insured *damage* caused by model aircraft described in these *General Terms and Conditions*) and rail vehicles.

Who can never receive compensation under this insurance?

The following persons can never receive compensation under this insurance:

- you as the *policyholder*;
- the persons who live with you, even if they temporarily stay elsewhere for any reason.

(subject to deviating provisions in the specific situations mentioned in these *General Terms and Conditions*)

What is the maximum amount we will reimburse?

- €26,500,142 for *personal injury*;
- €5,300,028 for *material damage*.

These amounts are indexed according to the *consumer price index*.

What do we do for you if you are addressed within the framework of the Family Insurance?

We reimburse the *material damage* and *personal injury* you cause to third parties to the extent that you are liable.

In the event of a dispute about your liability or the *damage* claimed, we will defend you against the claims of third parties and bear the costs of your civil defence.

If you are awarded procedural costs, you must hand these over to us as compensation for our costs.

What else do we do?

We reimburse the *damage* suffered by persons trying to rescue you or your property, regardless of any liability, provided that it is an unremunerated action.

We reimburse the *damage* that is not compensated by the health insurance fund, the government or any other institution or insurance contract.

We reimburse a maximum of €25,000 (non-indexed) for the *material damage* and personal injury together.

This amount can be divided proportionally between those who provided assistance.

We do not apply an excess.

Is there an excess?

€250 (non-indexed) will be deducted from the compensation if the *material damage* is less than €10,000 (non-indexed).

We never apply an excess in a personal injury settlement.

Optional Legal Assistance insurance

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

In particular, the person whose interests are covered by the insurance contract:

- you as the *policyholder* (natural person);
- the persons who live with you, even if they temporarily stay elsewhere for any reason;
- your minor children or those of your spouse or cohabiting partner who do not live with you;
- your adult children or those of your spouse or cohabiting partner, who do not live with you if they are still economically dependent on you (*policyholder*) or your cohabiting partner;
- you or your partner, if permanently admitted to a care facility.

If one of the aforementioned persons loses the capacity of insured person (for example in case of a change of address after a divorce or separation), we will continue to provide the cover for a period of 6 months. If the next main renewal date of this *policy* is later in time, we will even provide cover until then.

In any case, the cover for these persons stops as soon as another insurance *policy* is taken out or as soon as this insurance *policy* is terminated.

The following are also considered as insured in the situations mentioned below:

- the *house staff*, the family helpers and other paid employees during their employment in your private life, including during the performance of house work on the premises intended for professional purposes;
- minor children of other persons if you do not supervise them professionally, if they are held liable during or as a result of this supervision;
- the persons supervising, in a non-commercial capacity, whether remunerated or not:
 - o children who live with you or are in your care;
 - o animals that you own or look after.

When can you invoke this optional Legal Assistance insurance?

1. A third party causes *damage* in your private life

We will assist you if *damage* is caused by a third party that we can hold liable:

- on the basis of the applicable liability law (Articles 1382-1386bis of the Belgian Civil Code);
- in the event of excessive neighbourly nuisance (Article 544 of the Belgian Civil Code),
- if, as a vulnerable road user (pedestrian, cyclist (also a user of pedelecs requiring pedal assistance), skater or user of other means of transport without a motor), you can claim compensation from a motor vehicle insurer;
- if you can apply to the Fund to help victims of intentional acts of violence;
- if you can turn to the Medical Accident Fund if you have suffered *damage* as a result of healthcare.

2. Criminal defence cover

You are prosecuted before the criminal court for an unintentional crime, and this as a result of an event that may or may not be insured under the Family Insurance. We will then reimburse the costs of your defence.

The cover does not apply to intentional crimes that would be punishable as a crime under Belgian law, as well as to all prosecutions for organised crime or terrorism. For other intentional crimes, we intervene at acquittal and as soon as the acquittal is final.

3. Civil defence cover

You are faced with a claim by a third party for *damages* suffered by them as a result of an event insured under the Family Insurance in this insurance contract.

Your defence will then be included in the framework of this Family Insurance.

If there is a conflict of interest, you have the right to have your defence heard by a lawyer of your choice. We will bear the lawyer's costs.

4. Compensation in the event of insolvency

We will compensate you for any *damage* that we are unable to recover under the aforementioned legal assistance cover if a third party is found liable but is *insolvent*.

Compensation will not be granted if the *damage* suffered is covered by a state compensation scheme such as the Commission for Assistance to Victims of Deliberate Violence, the Medical Accident Fund, the Community Motor Guarantee Fund or Social Security.

5. Criminal bail

If you are detained abroad and only released if you first pay a deposit, we will advance it or stand surety personally. One condition is that the arrest takes place in the context of a claim covered by the Family Insurance in these *General Terms and Conditions*.

6. Travel expenses

We will reimburse the costs you incur for transport and accommodation if you have to appear before a foreign court as a defendant:

- if you travel by car, we will pay for the transport costs you have incurred upon receipt of *proof* of the fuel costs incurred;
- for journeys of up to 400km, you (the insured person) are entitled to a first-class train ticket;
- for journeys of 400km or more, you (the insured person) are entitled to an airline ticket in economy class.

7. Motor vehicles

We do not provide legal assistance for disputes in which you are involved as owner, holder or driver of a motor vehicle.

We do, however, provide legal assistance for disputes arising from the use of:

- motorised toys with a maximum speed not exceeding 8km/h;
- ride-on mowers not intended for circulation;
- motorised propulsion devices (such as electric scooters, electric wheelchairs and e-bikes) provided that their maximum speed does not exceed 25km/h.

8. Land and buildings

We provide legal assistance for:

- *your main residence*;
- the insured *residence* (a property that you do not occupy but rent out or a residence intended for habitation but temporarily vacant or under renovation);
- a *garage* for your personal use located at a different address;
- a second *residence* that you may or may not sometimes rent out;
- a student residence;
- the gardens of the aforementioned residences;
- land which is built on or not, that you own, rent or use.

What do we do for you if you are addressed within the framework of the optional Legal Assistance Insurance?

We will inform you about your rights and how you can enforce them in the event of a dispute. We will provide you with all the information you require and will carry out all the investigations necessary in order to defend your interests.

In the first instance, we aim for an amicable settlement. We will assist you in court if necessary.

Within the framework of this insurance, we will reimburse the following:

- the costs and fees owed to lawyers, bailiffs and experts;
- the costs of judicial or extra-judicial proceedings;
- the costs of 1 enforcement procedure;
- the procedural costs you would be sentenced to pay.

If you are awarded procedural costs, these will accrue to us as compensation for the costs incurred by us.

What is the maximum amount we will reimburse?

The *maximum reimbursement* per insured claim is:

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

These amounts are not indexed.

When are you not insured?

You are not insured:

- in the event of a dispute in which you suffer *damages* not exceeding €200 (non-indexed);
- in the event of a dispute of which we prove that you knew or should reasonably have known at the start of the insurance that it would arise;
- in the case of criminal defence in the event of an infringement committed prior to the commencement of the insurance;
- for the costs and fees you accepted without our agreement, except in case of urgency;
- for the costs and fees resulting from claims in which you committed a serious error. A state of intoxication or a similar state as a result of the incorrect use of prescribed or non-prescribed drugs, narcotics or stimulants is considered serious misconduct;
- for fines, fees, amicable settlements proposed by judicial authorities;
- in the event of a dispute with the beneficiaries of this insurance, unless you, as the *policyholder*, give permission to do so or the *damage* can be passed on to an insurer;
- in the event of disputes relating to the execution of a contract such as the *damage* caused by the improper execution of the work by a professional or the *damage* caused to equipment borrowed from a rental company. However, we will intervene if there is *damage* to property other than those covered by the contract or if you sustain personal injury;
- in the event of property disputes relating to an easement or a right to a view. If, in the context of such a dispute, a claim is brought to recover *damages*, there will be no intervention either;
- in the event of disputes relating to:
 - o aircraft (except unmanned model aircraft), railway vehicles, sailboats weighing more than 300kg and motorboats of more than 10 DIN HP of which you are the owner;
 - o use by you (insured person) of firearms for a hunt;
 - o legislation on accidents at work.

How is a lawyer or expert chosen?

Sometimes it will be necessary for you to call upon the assistance of a lawyer or expert or a person with the required qualifications to defend your interests, in compliance with the applicable law. You then have a free choice.

In the event of any conflict of interest between you and us, it is always necessary for you to call in a lawyer and/or expert of your choice. We will inform you if this is the case.

If you subsequently entrust the defence of your interests to another lawyer or expert, we will pay the costs and fees of the new lawyer or expert if you demonstrate to us that there are legitimate grounds for doing so.

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

As soon as we receive all the information, we will inform you of our legal position in the insured dispute. If you do not agree with us, you are free to consult a lawyer of your choice.

If the lawyer consulted confirms your point of view, we will intervene and also pay the lawyer's costs and fees.

If the lawyer confirms our position, we will reimburse half of the costs and fees of the consultation.

If, contrary to the advice of the lawyer you consulted, you start proceedings at your own expense and you achieve a better result than what we had planned, we will pay the full costs and fees of the proceedings and consultation.

You have a claim or are being addressed within the framework of your Family Insurance. What now?

What do we expect from you in the event of a claim?

You must report a claim to us as soon as possible and at the latest within 8 days from the time you become aware of it.

We are available 24 hours a day by phone for your claims report. Call us on +32 2 550 06 00. You can also send an email to myclaim@nn.be.

After making a claim, you must follow our instructions.

We take all initiatives to settle the claim.

You must immediately provide us with any documents or messages you receive in connection with the claim. This includes documents from a court, lawyer or any other governmental authority and from other parties involved in the claim.

You must, if necessary, appear at the court hearings and perform any procedural acts that we may ask you to do.

In cases where your liability is invoked, you must in any event refrain from any acknowledgement of liability, any waiver of recourse, any settlement, determination of *damages*, payment or indemnity undertaking. First aid and medical care as well as the mere recognition of the facts do not constitute recognition of liability.

If you do not take this into account and we suffer a disadvantage as a result, we can reduce the compensation by the disadvantage suffered or demand repayment for this amount.

You are moving abroad

You are moving abroad. What happens to your Family Insurance and the Optional Legal Assistance insurance?

If you move abroad and are no longer registered in a Belgian municipality, your Family Insurance and the Optional Legal Assistance insurance ends at the time of the move.

What are your obligations under this insurance contract?

What obligations do you have to communicate the correct data and circumstances?

At the time of entering into the insurance contract

The *policy* has been drawn up on the basis of your answers to the questions when you took out this insurance contract. These were integrally incorporated into the *policy*. After all, your answers determine the assessment of the risk.

During the term of the insurance contract

You must notify us of any changes which occur during the course of the insurance contract and which have an impact on elements and statements stated in the *policy*.

If you move house, you must always inform us of your new address.

What obligations do you have to pay premiums?

You are obliged to pay the *premiums* (including taxes and costs) on the *premium* due date. Each year, we determine the *premium* based on the details stated in your policy. We will inform you of this *premium* before the annual *main renewal date*, together with your new *policy*.

What happens if you do not comply with these obligations?

If you fail to comply with the obligations **when entering into and during the term of the insurance contract**, this may give rise to the following:

- adjustment of the *premium*;
- suspension and/or termination of the insurance contract;
- nullity of the insurance contract;
- refusal of the claim or application of the ratio between the *premium* paid and the *premium* you would normally have had to pay.

In doing so, we act in accordance with the legal provisions.

If you do not comply with the obligations concerning **premium payment** and do not pay your *premium*, we will send you a reminder. If you still do not pay, we will declare you to be in default by registered letter. If you still do not pay within the period stipulated therein, the insurance contract will be suspended or terminated.

General exclusions

What *damage* is always excluded?

We never insure *damage* caused by:

- *terrorism*, except for the insurance policies for which *terrorism* coverage is required by law;
- war, including civil war;
- use of weapons and harnesses that can explode by altering the atomic nucleus;
- sources of ionising radiation, nuclear fuel, radiation from any radioactive product or waste.

Glossary

Civil liability	<i>Damage</i> caused by your fault or negligence to third parties within the framework of Articles 1382 to 1386bis of the Belgian Civil Code or similar provisions of foreign law.
Consumer price index	<i>Consumer price index</i> adopted each month by the Belgian Federal Public Service Economy. This index takes into account the service life.
Damage	The occurrence of a sudden and accidental insured event causing <i>damage</i> .
Exclusions	Claims, losses, <i>damages</i> or goods that are not insured due to statutory or contractual provisions.
Explosion	The violent bursting or collapse of an object due to a sudden difference in pressure.
General Terms and Conditions	They are this document and these describe which <i>damages</i> are borne by us, which <i>damages</i> are excluded and which are the mutual obligations.
House staff	Any person who undertakes, in return for remuneration and under the authority of an employer, to carry out mainly manual house work for the private needs of the employer or their family (e.g. cook, chambermaid, nanny, household help).
Injuries	Any attack on the physical integrity of natural persons.
Insolvent	If someone is powerless to fulfil their financial obligations.
Main renewal date	Date on which the current insurance contract ends but is tacitly renewed without notice for a period of one year. This date can be found in your <i>policy</i> .
Material	Goods (other than <i>merchandise</i>) used for a trade or profession, including any permanent establishment and any establishment fixed by tenants or users. The goods belonging to a worker or servant of the insured person.
Material damage	Any destruction, <i>damage</i> or loss of an object or substance; any physical harm to animals.
Maximum reimbursement	You can benefit from a reimbursement up to a maximum of the indicated amount. The excess will always be deducted from this amount (even if the limit has been reached) unless the total <i>damage</i> exceeds €10,000.
Pets	Animals whose species has long been tamed (dogs, cats, chickens, horses, ponies, etc.) or kept for pleasure (fish, hamsters, etc.). We do not insure animals that you, as a private individual, are not allowed to keep in Belgium.
Policy	The document stating the special terms and conditions, which together with the <i>General Terms and Conditions</i> constitute your insurance contract.
Premium	The price of your insurance contract.
Recourse	Claim to obtain the payment of compensation from the person liable for <i>damages</i> .
Terrorism	A clandestine organised action or threat of action with ideological, political, ethnic or religious intent, carried out either individually or in groups, which involves violence against persons or the destruction, in whole or in part, of the economic value of tangible or intangible property, either to make an impression on the public, create a climate of insecurity or put pressure on public authorities or to obstruct the movement or normal operation of a service or enterprise.
Vandalism	The <i>damage</i> caused by third parties by a foolish and unreasonable act such as graffiti, deliberate <i>damage</i> .

Information on the protection of privacy

The Privacy Statement applies to the processing of your personal data. This can be found at www.nn.be/gdpr.

Datassur

The insurance company NN Non-Life Insurance nv communicates to ESV Datassur personal data relevant in the exclusive framework of the assessment of risks and the management of contracts and related claims.

Any person who proves their identity will have the right to contact Datassur in order to access their data and where appropriate have their data rectified in accordance with the Data Protection Act of 30 July 2018. To exercise this right, the person concerned must send a dated and signed request, together with a copy of their identity card, to the following address: Datassur, Files Department, de Meeûssquare 29, B-1000 Brussels.

Article 496

Any fraud or attempted fraud against the insurance company not only entails the termination of the insurance contract, but is also subject to criminal prosecution on the basis of Article 496 of the Belgian Penal Code. The person concerned may also be included in the ESV Datassur file. In accordance with the law on the protection of privacy, they will be informed of this and, if necessary, have the right to have the data concerning them corrected.

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



...bona fide clients
can count on us.

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

Parties involved

Insurer

NN Non-Life Insurance NV, a Dutch incorporated company, authorised to insure risks in Belgium as an insurance company registered in Belgium with NBB (National Bank of Belgium) under code number 1449.

Registered office: Prinses Beatrixlaan 35, 2595 AK The Hague, Netherlands - Trade Register number 27127537, regulated by the Nederlandsche Bank (Dutch central bank). NN Non-Life Insurance NV is able to act as an insurance intermediary in Belgium on the basis of the free movement of services.

Representative in Belgium

NN Insurance Services Belgium SA/NV, competent in particular for settling claims in Belgium for NN Non-Life Insurance NV, an insurance agent registered with the FSMA under number 0890.270.750. Registered office: Fonsnylaan 38, B-1060 Brussels, Belgium - Brussels Register of Companies - VAT BE 0890.270.750 - www.nn.be

Insurance intermediary

ING Belgium SA/NV, insurance broker, registered with the FSMA under number 0403.200.393.

Registered office: Avenue Marnix 24/Marnixlaan 24, B-1000 Brussels, Belgium - Brussels Register of Companies - VAT BE 0403.200.393 - www.ing.be