

INTRODUCTORY PAGE

Note that the rent guarantee insurance plan offers You the opportunity to subscribe digitally to a formula (Basic, Classic or Premium) combining two separate insurance covers:

- (i) A rent guarantee insurance and*
- (ii) Legal Protection Insurance.*

In the case You wish not to subscribe to both covers as part of Your chosen formula (Basic, Classic, Premium), please contact Qover by sending an email to contact@qover.be or by phone (+32) 2 588 25 50 for obtaining paper-based subscription documentation. The pricing for each cover taken individually will be the same as under the chosen formula.

- Rent guarantee insurance (Please refer to **Your** rent guarantee insurance policy wording); and
- Legal protection Insurance coverage which is provided for all costs and fees to pursue or defend claims involving breaches arising from the **Tenancy Agreement** regarding the non-payment of the monthly **Rent**. (Please refer to **Your** Legal Protection policy wording)

Rent guarantee insurance is provided by Great Lakes Insurance SE except for the Legal Protection guarantee, which is provided by D.A.S. SA/NV.

Note that this page is an information document and not legally binding. Always refer to **Your Policy Schedule** and the policy wording (on page 2) for information about **Your** coverage.

RENT GUARANTEE INSURANCE

The present insurance contract is concluded for a period of one year. It shall be tacitly renewed for consecutive periods of one year. We may terminate this contract by giving you three months' notice by registered letter, by bailiff's writ or by issuing a termination letter with receipt. You may cancel this contract at any time by sending an email to contact@qover.be.

GENERAL POLICY CONDITIONS

Rent guarantee insurance allows **You** to protect yourself against **Loss** of **Rent** and additional coverage depending on the variant **You** choose.

If **You** opted for the Landlord 18 months (Premium) cover, **You** are covered for the following additional option with **Us**:

- **Accidental Damages to Landlords Contents**
- Reinstatement costs

To help **You** understand the cover provided **We** have added "What is covered", "What is not covered" and the General Exclusions. Under the heading "What is covered" **We** give information on the insurance provided. This must be read with "What is not covered" and the "General Exclusions", this Policy conditions and your **Policy Schedule** at all times.

Under the heading "What is not covered" **We** draw **Your** attention to what is excluded from **Your** Policy.

Important notice

Never let a tenant enter the **Property** without having them complete and signed a **Tenancy Agreement**. If **You** choose the Premium formula **You** should performed an **Inventory** of the **Property**.

You should always perform solvency checks before granting the tenancy: **Rent** must not exceed 50% of the tenant's income.

You must be covered by a Legal Protection policy coverage which is provided for all costs and fees to pursue or defend claims involving breaches arising from the **Tenancy Agreement** regarding the non-payment of the monthly **Rent** in order to file a claim under this policy.

The Tenancy Agreement must be registered in order for **You** to claim under this **Policy**. A claim for compensation could be refused if the Tenancy Agreement was not duly registered with the competent authority (SPF Finances), and in accordance with Article 65 of the Insurance Act of 4 April 2014, provided that the causal link between the event and the actual damage is proven.

In order to be eligible for this insurance, one of the following criteria have to apply:

- You do not have a tenant in place yet; or
- The tenant has been in place for 45 days or fewer from the start date mentioned in the **Tenancy Agreement**. The start date is the first date at which the tenant can occupy the property; or
- The tenant is in place for 6 months or over.

About Qover

Your rent guarantee insurance policy is arranged by QOVER SA/NV, RPM 0650.939.878 (VAT BE0650.939.878). QOVER SA/NV offices "Rue des Palais 44 – 1030 Brussels". QOVER SA/NV is an untied insurance agent authorised and regulated by the Financial Services and Markets Authority (FSMA registration number 115284A). **You** can check this on the FSMA's register by visiting the FSMA's website <http://www.fsma.be> or by contacting the FSMA on +32(0)2 220 52 11.

ABOUT GREAT LAKES

Your rent guarantee insurance is underwritten by Great Lakes Insurance SE herein referred to as "Great Lakes". Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstraße 107, 80802 Munich. Great Lakes is registered with the commercial register of the local court of Munich under number: HRB 230378.

Great Lakes is authorized by the National Bank of Belgium to be active through freedom of services under number 3020.



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SECTION 1: GENERAL INFORMATION

1. How to contact Qover

Qover wishes to treat all customers professionally and fairly. Customers are more than welcome to contact Qover at any time and through any channels although Qover encourages **You** to use digital mediums for any type of enquiries.

By e-mail

GENERAL ENQUIRIES & CONTRACTS
contact@qover.be

FOR CLAIMS
<http://claims.qover.com>

By telephone

GENERAL ENQUIRIES
+32.2.588.25.50

Via *Our* website

www.qover.be

By post mail

QOVER SA/NV
Rue des Palais, 44 - 1030 Brussels -
Belgium

It is **Your** choice whether to receive communication and documentation in French, Dutch or English. Let **Us** know **Your** preference.

2. Complaint

If **You** wish to register complaints:

You can contact QOVER:

You should, in the first instance, write to QOVER SA/NV's Mediation Department, Rue des Palais 44 – 1030 Brussels (Belgium) or to mediation@qover.be or by telephone on +32.2.588.25.50 without prejudice to the **Policyholder's** ability to take legal action.

You can contact the ombudsman:

If the matter has still not been resolved to **Your** satisfaction, **You** may contact the Insurance Ombudsman, Square de Meeûs 35 - 1000 Brussels, tel: 02/547.58.71, fax: 02/547.59.75, info@ombudsman.as. This procedure is in addition to any other legal rights **You** may have to take legal proceedings.

You can contact the European Online Dispute Resolution Platform

If **You** arranged **Your** policy online or through other electronic means (e.g. by phone, SMS, fax or mobile device), **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform – <http://ec.europa.eu/consumers/odr/>. **Your** complaint will then be re-directed to the Financial Ombudsman Service and to QOVER to resolve. There may be a short delay before **We** receive it.

Qover will record all communication, including phone calls, in order to improve the quality of **Our** services, for training purposes or for fraud detection purposes.

3. How to make a claim?

3.1. You are entitled to a claim for unpaid rent under this policy after the following conditions have been met:




- 1) The initial **Waiting Period** of 60 days after any new policy incepts and/or any new **Tenancy Agreement**. During this time, no claim can be made under the policy. This means that if **Your** tenant stops paying **Rent** during this initial period then **We** are not liable for any claim arising.
- 2) Once this initial **Waiting Period** has been passed, if the tenant does not pay their **Rent** by the effective due date then **You** should follow the claims process below. The Legal protection insurer will try to resolve the issue with the tenant but if not then subject to the conditions outlined below **We** will reimburse **You** any rental income due that has not been paid by the tenant up to the maximum allowable under the policy.

To make a claim under **Accidental Damage** and reinstatement, please follow the claim's process as detailed under Sections 2 and 3 below. Note that the **Waiting Period** of 60 days will apply as well.

3.2. Filing your claim

Please be digital when contacting Qover.

You can reach Qover by:

-  Sending an email to claims@qover.be with all relevant and required documents in the attachment; or
-  Using the claims form <http://claims.qover.com>; or
-  Calling at +32.2.588.25.50

If **You** wish to claim an unpaid **Rent**, **You** must notify Qover. Please note that any claim cannot be made against this policy until 60 days after the **Effective Due Date of the Rent**.

However, **You** must take the following actions within the indicated timeframe before filing the claim to Qover:

- send a reminder letter after default of payment of the tenant within 10 days after **Effective Due Date of The Rent** (refer to **Your** Legal Protection policy wording); and
- in case of non-payment within 15 days after the **Effective Due Date of The Rent**, **You** must file the claim to **Your** Legal Protection insurer within 3 working days at the latest;
- Then, if no payments have occurred within a period of 60 days, **Your** indemnity payment will be triggered.

For all other claims such as **Accidental Damage** or reinstatement, **You** must report any claim within 8 days of the discovery of the damage or **Loss**.

You must provide Qover with accurate and complete information and supporting documentation, so that **We** may determine the specific circumstances, the causes and the extent of the damage, the identity of all those involved, and any witnesses.

You must take, or allow others to take, practical steps to prevent further **Loss** or damage, recover **Property Loss** and otherwise minimize the claim.

In order to authorize a claim, **We** will require:

At first claim notification:

- Your contract reference number;
- A copy of the **Tenancy Agreement** and proof that it has been officially registered to the competent authorities (SPF Finance);
- A copy of the bank statement which attests of the existence of a 2 months blocked deposit for the rented **Premises** (or equivalent proof);
- A copy of the Inventory (applicable when claiming for accidental damage or reinstatement if you chose the Premium formula);
- Full details in writing of any **Loss** or damage and any further information or declaration We may reasonably require.
- A copy of the expert assessment report (if applicable);
- A copy of all letter(s) and all other communications **You** had with **Your** tenant with regard to the non-payment of the Rent or any other cause of dispute (if applicable);
- A copy of **Your** Legal Protection policy wording in force at the time of the **Loss** (except if **You** subscribed via **Qover**) and a copy of **Your** claim to such Legal Protection insurer;
- All other information or documents that would be useful and necessary to handle the claim that the **Policyholder** has received from third parties pertaining to the **Loss**, like subpoenas and judicial or extrajudicial documents.

In addition, before any indemnity is granted, it is mandatory to personally call **You** in order to understand the circumstances of the **Loss**. **You** will be required to answer a variety of questions. Furthermore, this call will be recorded, and the recording can be used internally to manage the **Loss**, to detect fraud or for other broader risk profiling measures.

Upon receipt of all the information requested, **We** will review **Your** claim. If **Your** claim is covered by **Your Insurance Contract**, **We** will authorize **Your** claim.

The **Policyholder** is prohibited from committing an act that would hinder or negate our right to subrogate against a responsible third party. If the **Policyholder** does not meet any of these obligations, and in case of causal relation with the claim, there might be no indemnity and/or assistance provided or **We** will demand repayment of the indemnity and/or costs paid related to the **Loss**. If the **Insured Person** does not fulfil one of the obligations provided for in Articles 74 and 75 of the Belgian Insurance Act of 4 April 2014, namely with regard to the prevention of the loss, the declaration and transmission of information, and if this results in a loss for **Us**, **We** have the right to claim a reduction in benefits, up to the amount of the loss suffered. **We** may also decline coverage if, with fraudulent intent, the **Insured** has not performed the above obligations.

SECTION 2: GENERAL POLICY CONDITIONS

1. Introduction

Your Insurance Contract is made up of the following:

1. These General Policy Conditions that set out exactly what is covered and not covered under the insurance, what are the required conditions for such insurance, how to make a claim and other important information; and
2. The **Policy Schedule** that sets out the details of **You, Your Property** the **Period of Insurance** and other specific limitations and conditions; and
3. Any endorsement(s) attached (if applicable)

You should read the General Policy Conditions and **Policy Schedule** together. **Please read the whole document and keep it in a safe place.**

Certain words have special meanings. These are listed below under "Definitions" and where they appear in this document are shown in italic bold type with a capital letter.

Non-compliance with an obligation mentioned in these general conditions may result in partial or total forfeiture of the right to the insurance benefit if the failure is causally related to the occurrence of the **Loss**.

1. **You** must comply with all the terms and conditions of this policy. **You** must also take all responsible steps to prevent **Loss**, damage or accidents and keep the **Premises** in a good state of repair. **You** must also take care to limit any **Loss**, damage or injury.
2. The **Premises** must be maintained in a good condition, good state of repair and be structurally sound throughout the **Period of Insurance**.
3. **You** must inform **Us** before **You** start any refurbishments, conversions, extensions or other structural works to the buildings or if there are any changes from those already disclosed to **Us**.

2. Eligibility of the Tenant

In order to be eligible for this insurance, one of the following criteria have to apply:

- a. There is no tenant in the premises yet;
- b. The tenant has been in place for 45 days or fewer as from the **Start Date** mentioned in the **Tenancy Agreement**. The **Start Date** is the first date at which the tenant can occupy the Property;
or
- c. The tenant must be in place for 6 months or over.

3. Eligibility of the Rent

In order to be eligible for this insurance, the following criteria apply:

- a. You must have proof of the existence of a blocked deposit equivalent of 2 months of the **Rent** (or equivalent proof);
- b. The **Rent** including charges listed in the **Tenancy Agreement** could not exceed 2,500 EUR per month;
- c. There must be signed and registered **Tenancy Agreement**.

4. Your right to change Your mind

At any time, **You** have the right to cancel **Your Policy** by sending an email to contact@qover.be with the following rules for refund:

You may cancel **Your Policy** within 14 days of the **Start Date** by contacting Qover (contact details are given on page 4). Provided **You** have not made a claim, **You** will receive a refund of any **Premium** paid. The termination will take effect immediately.

After the 14-day period, **You** can cancel **Your Policy** at any time by contacting Qover (contact details are given on page 4). If **You** cancel after the 14-day period and no claim has been made, **You** shall be entitled to a pro-rata refund (no administrative fee will be charged). The termination will take effect immediately.

If **You** cancel after a claim is reported **You** will only be entitled to a pro-rata refund of the **Premium** for the remaining term of the **Insurance Policy**, from the date of our last act of administration or payment or refusal to pay the indemnity.

5. Duration of cover and renewal

The duration of this **Insurance Contract** is of one (1) year and is shown on the **Policy Schedule**.

It will be automatically renewed at the annual due date shown in the schedule.

We have the right to stop this automated renewal by notifying **You** at least three (3) months before the annual due date based on modalities described by the Belgian Insurance Act of 4 April 2014. **You** have the right to cancel this automatic renewal at any time before the renewal date.

Please don't forget to contact **Us** in case of an early termination to obtain any reimbursement (if applicable).

6. Our cancellation rights

Based on article 57§5 of the Belgian Insurance Act, **We** have the right to cancel this **Insurance Policy** within 14 days of the **Purchase Date** with a eight (8) days' notice period.

Based on article 85§1 of the Belgian Insurance Act, **We** have the right to cancel the **Insurance Policy** up to three (3) months before its renewal date.

Also, after a claim or in case **We** refuse to cover a claim, **We** or Qover have the right to cancel the contract. This cancellation must be notified to **You** at the latest within one month after the payment or the refusal of payment of the benefits. In such case, the contract will be automatically cancelled three months after the day after which the notification has been sent. According to Article 86 of the Belgian Insurance Act of 4 April 2014, **You** have the same right of cancellation in case of a denial to pay the claim.

7. Claims after cancellation

If **You** decide to cancel the policy, **We** will not pay any **Loss of Rent** claim following the date of cancellation. If **We** cancel the policy and there is a **Loss of Rent** claim in operation, **We** will continue to pay the claim up to the maximum amount allowed under the terms and conditions of **Your** policy subject to the terms and conditions of the policy.

8. Definitions

- **ACCIDENTAL DAMAGE**

Damage caused suddenly, unexpectedly and non-intentionally by the tenants or their authorized guests.

- **APPLICABLE DATA PROTECTION LEGISLATION**

Means (i) the Law of 8 December on the protection of privacy with regard to the processing of **Personal Data** and its implementing regulations and (ii) as from its entry into force, the General Data Protection Regulation (EU) 2016/679, the European delegated acts and implementing legislation and the national secondary legislation.

- **CLAIM ADJUSTER**

The **Claim Adjuster** is the third party that is mandated by **Us** to manage **Your** claim.

VAN AMEYDE BELGIUM BV – RPM 0480.233.934 – Posthoflei 3, box 7 – 2600 Antwerp – BELGIUM.

- **CLAIM LIMIT**

The **Claim Limit** is indicated in the **Policy Schedule** and varies between guarantees. Deductible VAT will be deducted from the claim settlement.

You will never be indemnified for any amount which exceeds the **Claim Limit**.

- **DATA CONTROLLER**

Means **Us** and/or Qover who, alone or jointly with others, determine the purposes and means of the processing of **Personal Data**.

- **EFFECTIVE DUE DATE OF THE RENT**

It is the date on which, under the **Tenancy Agreement** signed between the landlord and the tenant, the amount of rent must be paid by the tenant to the landlord.

- **EXCESS**

The excess is the amount **You** will have to bear yourself and pay towards each claim under this policy.

- **GOOD REPAIR CONDITION**

The **Premises** must be maintained in accordance with the provisions of articles 1719, 2°, 1720, paragraph 2 and 1724 of the Belgian Civil Code.

- **INSURANCE CONTRACT, POLICY,**

POLICIES

The **Insurance Contract** is the combination of these General Policy Conditions and the **Policy Schedule** signed by **Us**.

- **INSURANCE END DATE**

The **Insurance End Date** is the earliest of the following dates:

- the termination date shown in the **Policy Schedule**;
- the date of cancellation of this **Policy**;
- the date on which the **Insured Property** is sold or transferred to a new owner;
- the date on which the **Insured Property** is repossessed;
- the date **You** ceased to be resident or registered in Belgium.
- The date on which the property manager, when the **Policyholder** is a person mandated by the owner of the **Property**, is not mandated anymore by the landlord.

- **INSURANCE START DATE, START DATE**

Means the commencement date shown in the **Policy Schedule**.

As part of **Our** commitment to "treat customers fairly" **You** can defer the **Start Date of Your** insurance up to maximum of 60 days.

- **INVENTORY**

Means the details of **Landlord Contents** in the **Property**.

- **LANDLORD CONTENTS**

Fixtures and fittings at the **Property** and fixed domestic appliances belonging to **You** or for which **You** are responsible as landlord.

- **LOSS(ES)/INSURED EVENT**

These terms are used to describe a covered **Loss** within the framework of **Your Insurance Contract** at the conditions listed in the General Policy Conditions.

Loss(es) is used to describe one or more of the following events, namely:

- Non-payment of **Rent**
- **Accidental Damage(s)** (for Landlord 18 months Premium only)
- Reinstatement of **Property** (for Landlord 18 months Premium only)

- **PERIOD OF INSURANCE**

Means the period between the **Insurance Start Date** and the **Insurance End Date**. The contract duration is 1 year (with tacit renewal).

Example 1: A 1-year contract bought on 01/01/2018 at 13:59 with an instantaneous **Start Date**, will start at 14:00 on 01/01/2018 and will tacitly be renewed at 00:00:00 01/01/2019.

Example 2: A 1-year contract bought on 01/01/2018 at 13:59 with a differed **Start Date** (e.g. 3 days later), will start at 00:00 on 03/01/2018 and will tacitly be renewed at 00:00:00 02/01/2019.

- **POLICYHOLDER, YOU OR YOUR**

The **Policyholder** is the person (including legal person) specified on the **Policy Schedule** who has financial interest in the **Insured Property**, who has been accepted for cover under the **Insurance Policy** and who has paid the **Premium** (and has not cancelled the **Policy**). The claim pay-out will only be paid to the **Policyholder**.

To be eligible as **Policyholder** as an individual or as a legal entity, **You** must:

- be domiciled and resident in Belgium from the **Purchase Date** until the **End Date**; and
- be the owner of the rented premises or the person legally mandated by the owner to manage the rental of such **Premises**; and
- have a financial interest in the **Insured Property**; and
- have paid the **Premium** and agreed to comply with the General Policy Conditions; and
- not have (or for legal entity that have directors that have not) been convicted for crime or fraud in the last 10 years preceding the **Purchase Date** of the **Insurance Policy**; and
- the contact person for a legal entity and the **Policyholder** as an individual must be at least 18 years of age at the time of purchase of the **Insurance Contract**.

- **POLICY SCHEDULE**

Means the part of this insurance that contains the details of **You**, the **Insured Property**, the **Period of Insurance**, the **Claim Limit** and specific conditions and limitations.

- **PREMIUM / INSURANCE PREMIUM**

Premium means the amount payable by **You** (and any taxes or charges thereon) for this coverage

under this **Insurance Policy**.

- **PURCHASE DATE**

The date on which **You** finalised the payment of the **Insurance Premium**. By finalising the payment, **We** mean that the payment has been authorised and received by **Us**. Purchase is always done remotely.

- **PERSONAL DATA**

Means any information about an identified or identifiable natural person; identifiable means a natural person who can be identified directly or indirectly, namely by means of an identifier such as a name, an identification number, location data, an online identifier or by one or more elements which are characteristic for the physical, physiological, genetic, psychic, economic, cultural or social identity of that natural person.

- **PROPERTY/PREMISES**

It is the building at the address shown in **Your Policy Schedule** including:

- **Landlords Contents**
- Outbuildings, annexes, private garage and gangways
- Walls, gates, fences and hedges
- Fixed doors, fanlights, skylights and fixed sanitary ware.

The **Property** must be located in Belgium and be used for residential purposes only.

Property means an eligible property, being owned and rented by **You** to a third party or for which **You** are legally mandated by the owner, and is specified on the **Policy Schedule**.

Additional premises to the main facility are included.

No other properties are insurable.

The following **Premises** are not eligible:

- Commercial, artisanal, seasonal and rural leases; or
- Any rented **Property** which is not located within the borders of the Kingdom of Belgium; or
- Short term rentals with a duration of less than 12 months; or
- Premises declared unhealthy or in danger, according to the Regional Housing Code; or
- For landlord 6 months (Basic) and 12 months (Classic), premises that are rented

for an amount including charges which exceeds 1,500 EUR per month.

- For Landlord 18 months (Premium), premises that are rented for an amount including charges which exceeds 2,500 EUR per month.

- **RENT**

This is the fixed periodical return made by the tenant of **Property** to the owner the date and sum thereof as outlined in the **Tenancy Agreement**. The **Rent** includes indexed rent, rental costs and taxes including charges listed in the **Tenancy Agreement**.

- **TENANCY AGREEMENT**

The **Tenancy Agreement** is a contract between the tenant and the landlord. It sets out all rights and obligation incumbent to each party. For example, the tenant's right to occupy the accommodation and the landlord's right to receive **Rent** for letting the accommodation. The **Tenancy Agreement** must be signed and registered to the competent authority in order for **You** to claim under this policy.

- **TERRITORIAL LIMIT**

The coverage is only valid in Belgium.

- **US, OUR, WE**

Qover SA/NV as the **Administrator** of the **Policy** and Great Lakes Insurance SE is authorized by the Bundesanstalt für Finanzdienstleistungsaufsicht

9. What is covered

The **Insurance Policy** covers the following **Losses** involving the rented **Property**.

By **Losses, We** mean:

- Unpaid **Rent**;
- **Accidental Damage(s)** to **Landlord Contents** (for Landlord 18 months Premium only);
- Reinstatement of **Property** (for Landlord 18 months Premium only);

The **Loss** must occur during the **Period of Insurance** and within the **Territorial Limits**.

The recoverable tax (VAT) is not insured.

and by the National Bank of Belgium to be active through freedom of services under number 3020 or where applicable or appropriate Qover on behalf of Great Lakes Insurance SE.

- **WAITING PERIOD**

Means period of time which must pass before **You** can make any claims. **No claim can be considered during the initial Waiting Period.**

THE WAITING PERIOD IS 60 DAYS:

- Beginning at the **Start Date** which is stated in **Your Policy Schedule**. This is the initial start date of the first policy and not for any subsequent automatic renewals.
- The **Waiting Period** shall start again if **You** change of tenant during the contract period. The **Start Date** of the new **Waiting Period** will be the first date on which the new tenant occupies the **Property**.

Loss(es) which occur during the **Waiting Period** are not covered under this Insurance Policy.

- **WEAR AND TEAR**

Wear and Tear is the reasonable use of the **Premises** by the tenant and the ordinary operation of natural forces.

SECTION 9.1: Landlord Rent Guarantee

9.1.1. Indemnity

Cover is provided for unpaid **Rent** up to the duration set in **Your Policy Schedule** and up to the **maximum amount** stated in **Your Policy Schedule** or until vacant possession is gained whichever happens first.

RENT	Formula 6 months Basic	Formula 12 months Classic	Formula 18 months Premium
Maximum rent chargeable under the policy	Max 1,500 EUR/month	Max 1,500 EUR/month	Max 2,500 EUR/month
What is the maximum claim that can be paid?	Up to 6 months or until vacant possession of the property is gained, whichever happens first and up to maximum 9,000 EUR over the 6 months.	Up to 12 months or until vacant possession of the property is gained, whichever happens first and up to maximum 18,000 EUR over the 12 months.	Up to 18 months or until vacant possession of the property is gained, whichever happens first and up to maximum 45,000 EUR over the 18 months.
When do I get paid?	Indemnity paid monthly from 90 days after the first arrears date. Note that You will be indemnified retroactively for the first two months of arrears.	Indemnity paid monthly from 90 days after the first arrears date. Note that You will be indemnified retroactively for the first two months of arrears.	Indemnity paid monthly from 90 days after the first arrears date. Note that You will be indemnified retroactively for the first two months of arrears.

9.1.2. What is not covered

You are not covered for the following:

- Commercial, artisanal and rural leases or seasonal rentals;
- Short term rentals with a duration of less than 12 months;
- **Premises** declared unhealthy or in danger, according to the Regional Housing Code;
- Rentals concluded with close relative: spouse or legal cohabitant, parent, parent-in-law, step-parent, legal guardian, children (including legally adopted, foster and step-children and daughter/son-in-law), sibling (including step-siblings and sister/brother-in-law), grandparents, grandchildren, aunt, uncle, niece, nephew or fiancé(e) of a **Policyholder**;
- The **Property** rented as second residences.

Please refer also to the **General Exclusions** section page 15.

9.1.3. Limitations

The monthly indemnity will never exceed the monthly **Rent** stated in the **Policy Schedule**. **The Indemnity** will be paid monthly 90 days after the effective date the **Rent** was due.

No claim can be made within the **Waiting Period** at the inception of the **Policy** or when a new tenancy begins.

Only one unpaid **Rent** claim per occupying tenant is allowed.

SECTION 9.2.: Accidental Damage (Premium Program only)

9.2.1. Object

Cover is provided for **Accidental Damage** by the tenants or their authorised guests to the **Landlords Contents** to the rental accommodation and up to a maximum amount of 30,000 EUR.

9.2.2. What is covered

If **Landlords Contents** are damaged/stolen by any of the following causes, **We** will indemnify the value of the **Landlords Contents** at the time it is damaged/stolen, or at our option reinstate or replace the **Landlords Contents** or any part of it:

- **Accidental Damage** to the **Landlords Contents**;
- Theft (by forcible entry only) of any **Property** items, which are a permanent feature of the accommodation and do not belong to the tenant.

9.2.3. Indemnity

The maximum benefit amount **We** will pay under this **Policy** is equal to 30,000 EUR per **Period of Insurance**. An **Excess** of 250 EUR will be applied to each and every claim.

We always deduct from the payment any amount relating to:

- a breach of the obligations on **You**, as expressed in **Your Insurance Contract** (such as the obligation to seek our consent or approval before doing certain actions and the obligation to inform **Us** of certain events), and for which there is a causal relation with the occurrence of the **Loss**, as set per Article 65 and/or Article 76 of Insurance Act;
- any recoverable VAT.

9.2.4. Claim reporting

- All **Losses** must be reported within maximum eight (8) days of event or discovery of the event by the landlord;
- All claims must be supported by the **Tenancy Agreement**, damage report and police report (if applicable);
- Comparison of the property condition reports from the initial inspection and the inspection at the end of the tenancy (if applicable);
- Quotation to replace the damaged/stolen fixture or fitting;
- **You** must notify our claims department of all incidents that may give rise to a claim as soon as practicable and maximum within 8 days of the discovery of the event. If the incident is as a direct result of a theft, then the incident must be reported to the police by **You** within 24 hours of the incident to obtain a crime reference number;
- **You** must not dispose of any damaged items before **We** have had the opportunity to inspect them unless **You** have been advised by **Us** to dispose of them.

9.2.5. What is not covered

You are not covered for the following:

- Infractions (other than **theft by forcible entry**);
- Intentional acts or gross negligence of the tenant or authorized guests. In accordance with Article 62 of the Insurance Act of 4 April 2014, **We** consider, as an Insured, the following acts of negligence on **Your** part as acts for which **We** do not provide cover: intentional assault and battery, fraud, theft, acts of violence, assault, vandalism, simple non-payment and any violation of the Regional Housing Code;
- Normal **Wear and Tear** of the **Landlords contents**;
- Any damage that occurs where the tenant is in violation of the **Tenancy Agreement**;
- Theft unless by forcible entry and substantiated by a police report;
- Any items owned by the tenant;
- Damage caused either by foreign war or by civil war;
- Damage caused by earthquakes, volcanic eruptions, floods, tidal waves, avalanches, landslides, storm, fire or other catastrophic events;
- Damage or aggravation of damage caused:
 - By weapons or devices intended to explode by modification of the structure of the nucleus of the atom,

- By any nuclear fuel, radioactive product or waste or by any other source of ionizing radiation and which incur the exclusive responsibility of a nuclear installation operator;
- By any source of ionizing radiation (in particular any radioisotope) used or intended to be used outside a nuclear installation and of which the Insured or any person to whom he is responsible has the **Property**, custody or use.
- **We** will not pay for the cost of replacing any undamaged items which form part of a pair, set, suite or any other item of a uniform nature, design or color.

Please refer also to the **General Exclusions** section page 17.

9.2.6. Limitations

When filing a claim for **Accidental Damages** the **Policyholder** will have to provide a copy of the initial inspection report (when applicable). The absence of which constitutes an exclusion with regard to the **Accidental Damages** guarantee and, in the event of failure to comply with the obligations to prevent the loss, report the loss and transmit the information, **We** may reduce **Our** intervention up to the amount of the loss **We** have suffered. **We** may also decline **Our** guarantee if the breach of these obligations results from fraudulent intent. **You** must also provide a copy of the **Inventory**. Based on the Article 1730 and 1731 of the Belgian Civil Code, it has to be concluded within one month of the conclusion of the **Tenancy Agreement** and the tenant must return the **Property** as it has received it, except that which perished or was degraded by **Wear and Tear** or force majeure.

SECTION 9.3: Reinstatement of Property (Premium Program only)

Cover is provided for reinstatement of the **Property** in the cases described below.

9.3.1. What is covered

If the **Property** is damaged by any of the following causes, **We** will pay **You** the amount of damage, or at our option reinstate or replace the **Property** or any part of it, up to the **Policy** limit.

Damage caused by or resulting from:

- Moths, vermin or insects;
- Chewing, scratching, tearing or fouling by domestic pets if they are not allowed in the **Tenancy Agreement**;
- Removal of debris, trash and dropped belongings (tenant's contents only);
- Crime scene;
- Suicide or suicide attempt;
- Death.

9.3.2. What is not covered

Everything which is not stated in the above section: “What is covered”.

Please refer to the **General Exclusions** section page 17.

9.3.3. Indemnity

The maximum benefit amount **We** will pay under this **Policy** is equal to 5,000 EUR per **Period of Insurance**. An **Excess** of 250 EUR will be applied to each and every time **You** claim.

We always deduct from the payment any amount relating to:

- a breach of the obligations on **You**, as expressed in **Your Insurance Contract** (such as the obligation to seek our consent or approval before doing certain actions and the obligation to inform **Us** of certain events), and for which there is a causal relation with the occurrence of the **Loss**, as set per Article 65 and/or Article 76 of Insurance Act;
- any recoverable VAT.

9.3.4. Claim reporting

- All **Losses** must be reported within 8 days of event or discovery of the event by the landlord;
- All claims must be supported by **Tenancy Agreement**, damage report and police report (if applicable);
- Comparison of the property condition reports from the initial inspection and the inspection at the end of the tenancy (if applicable);
- Quotation for reinstatement costs;
- **You** must notify our claims department of all incidents that may give rise to a claim as soon as practicable. This must be no later than 30 days from the date of the incident. If the incident is a crime scene or violent death, then the incident must be reported to the police by **You** within 24 hours of the incident to obtain a crime reference number.

9.3.5. Limitations

When filing a claim for reinstatement the **Policyholder** will have to provide a copy of the **Inventory** (when applicable). The absence of which constitutes an exclusion with regard to the reinstatement guarantee. Based on the Article 1730 and 1731 of the Belgian Civil Code, it has to be concluded within one month of the conclusion of the **Tenancy Agreement** and the tenant must return the **Property** as it has received it, except that which perished or was degraded by **Wear and Tear** or force majeure.

10. Other conditions

10.1. Transfers of the Insured Property

The **Policy** is not transferable to any subsequent owner of the **Insured Property**.

10.2. The beneficiary

The **Policyholder** is the sole beneficiary of this **Insurance Contract**. In case of the **Policyholder's** death, the legal successors are the beneficiaries. If it turns out that the beneficiary is not the owner of the **Property**, **We** or the **Claim Adjuster** can delay paying the claim settlement until **We** or the **Claim Adjuster** have the legal owner's written consent or from the person entitled to do so.

10.3. Change in Risk Condition

During the lifetime of the contract, the **Policyholder** is obliged to declare new circumstance or change in circumstances of a nature to cause a significant and sustained increase in the risk of the occurrence of an **Insured Event**.

If the risk of an **Insured Event** occurring is increased to such an extent that, had the increased risk existed at the time of concluding the contract, **We** would only have agreed on the insurance under other terms, **We** must propose an amendment to the contract within a period of one month as from the date it becomes aware of the increased risk with effect backdated to the date of the increased risk. If the contract amendment proposal is refused by the **Policyholder**, or if at the end of a period of one month as from the receipt of such proposal the latter has not accepted the proposal, **We** may terminate the contract within fifteen days.

If **We** provide proof that it would in no case have insured the increased risk, it may terminate the contract within a period of one month as from the date it became aware of the increased risk.

If, during the lifetime of the contract, the risk of the **Insured Event** occurring is significantly reduced to such an extent that if the reduction had existed when the contract was concluded the company would have granted the insurance under other terms, it will agree to reduce the **Premium** to the appropriate level as from the date it becomes aware of the reduced risk. If the contracting parties do not agree on the new **Premium** within a period of one month as from the request made by the **Policyholder** for a reduction, the **Policyholder** may terminate the contract.

10.4. Overlapping Insurance

As per Article 99 of the Belgian Insurance Act, if the risk covered by this **Policy** is also covered by any other insurance or warranty, **You** can contact any of them for compensation. **You** will then be indemnified in the limits of their respective obligations.

We will only settle our share of the claim or **We** may seek a recovery of some or all of our costs from the other insurer.

You must give **Us** any help **We** may reasonably need to assist **Us** with our recovery. In the event of a claim **You** may be asked to provide details of any other insurance contract that might apply to this claim.

If **You** have separate insurance cover for **Losses** which are not insured under this policy, **You** must inform **Us** about any settlements **You** receive which are connected to any claim under this policy. **You** must also tell **Us** about any claim **Your** other insurers bring to recover any sums paid by them.

10.5. Documents

These General Policy Conditions, **Policy Schedule**, **Your** Application and any other written statement made by **You**, or on **Your** behalf, on which **We** or Qover have relied when accepting **Your** policy, shall constitute the entire contract between **You** and **Us**.

10.6. Communication with You

Your Policy documents and related communications will be available to **You** in the Qover app and/or provided to **You** by email to **Your** nominated email address either as an attachment or as a secure website link. If **You** communicated **Us** **Your** email address and agree to not receive the documents by post, then each electronic communication will be deemed to be received by **You** at the time it leaves **Our** information system.

We might always record all communication, including phone calls, in order to improve the quality of **Our** services, for training purposes or for fraud detection purpose.

10.7. Right of expertise

We or the **Claim Adjuster** reserve the right to have **Your Property** inspected by an expert in case of damages caused.

10.8. Reasonable Care Condition

You must take reasonable steps to

- Prevent or protect against **Loss** or damage
- Keep **Your Premises** and equipment in good condition and full working order
- Remedy or defect any danger that becomes apparent, as soon as possible.

10.9. Fraudulent claims and Misleading information

We take a robust approach to fraud prevention in order to keep **Premium** rates down so that **You** do not have to pay for other people's dishonesty.

Therefore,

- If **You** have deliberately concealed or deliberately provided incorrect information about the risk, which misled **Us** when assessing the risk, the **Policy** is null and void pursuant to article 59 of the Belgian Insurance Act;
- If **You** fraudulently did not respect **Your** obligations in case of a claim pursuant to articles 74 to 76 of the Belgian Insurance Act;
- If **You** committed any other fraudulent act with the intention to mislead **Us**,

relevant sanctions may be applied.

In addition, before any indemnity is granted, it is mandatory that one of **Our** clerks personally calls **You** in order

to understand the circumstances of the **Loss**. **You** will be required to answer a variety of questions and explain accurately and concisely the circumstances of the **Loss**. Furthermore, this call will be recorded and the recording can be used internally to manage the claim, to detect fraud or for other broader risk profiling measures, in accordance with the **Applicable Data Protection Legislation**.

10.10. Recovery of indemnity and costs

We will recover the indemnity **We** have paid from the responsible third parties. **We** subrogate the beneficiary's rights at **Our** expense. For any damage not indemnified, the beneficiary may exercise their rights in priority.

We will not recuperate **Our** expenses from **You**, nor from anyone against whom it is not legally permitted, except when damages were intentionally caused, or in case of coverage limits, or if a liability insurance effectively covers the damages.

We may however recuperate from **You** any payments made relating to claims arising in the first 60 days of the **Policy** duration. **We** will only do so once **You** have received any monies received back from the custodial system under which it is protected at the end of the **Tenancy Agreement** have been received by **You**. **We** will not recuperate more than what **You** have received under such system.

We are entitled to all costs recovered from third parties and procedural indemnity.

10.11. Nominal Loan Clause

The parties expressly and unequivocally agree that, in case of any legal proceedings, the Insured shall be entitled to bring legal action in his own name, but on **Our** behalf, to recover the (prepaid) **Rent** paid by **Us** in accordance with the terms of the **Insurance Contract**.

The above shall not affect **Our** rights to assert our rights in the same or engage separate proceedings.

The insured person undertakes to fulfil his/her obligations sufficiently. The Insured undertakes to transfer to **Us** immediately, upon receipt, the rental money recovered.

11. General Exclusions

We will not cover:

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

1. **Loss** or destruction of or damage to any **Property** whatsoever, or any **Loss** or expenses whatsoever resulting or arising therefrom or any consequential loss;
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War Exclusion

We will not pay for any Loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to **Property** by or under the order of any government or public or local authority.

c) Existing and deliberate Damage

We will not pay for Loss or damage:

(i) occurring before cover starts or arising from an event before cover starts;

(ii) caused deliberately by **You** or by any person lawfully at the home;

d) Nuclear, Biological and Chemical Contamination Clause **We** will not pay for:

(i) Loss or destruction of or damage to any **Property** whatsoever, or any Loss or expenses whatsoever resulting or arising therefrom or any consequential Loss;

(ii) Any legal liability of whatsoever nature;

(iii) Death or injury to any person;

directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiobiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event, including steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened or perceived terrorism. Terrorism is defined as any act or acts including but not limited to:

(a) the use or threat of force and/or violence; and/or

(b) harm or damage to life or to **Property** (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, in whole or in part, for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

e) Contamination and Pollution Exclusion

We will not pay for anything arising from pollution or contamination, unless caused by a sudden and unexpected accident which can be identified, or by oil leaking from a domestic oil installation at **Your** home.

f) Diminution in value

We will not pay for any reduction in value of the **Property** insured following repair or replacement paid for under this insurance.

g) Contractors Exclusion

We will not pay for any Loss, damage or liability arising out of the activities of contractors. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **Property**, including where **You** are working in **Your** capacity as a professional tradesman.

h) Electronic Data Exclusion

Unless **You** have cover for computer attack shown as included in the schedule. **We** will not pay for Loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic data from any cause whatsoever (including but not limited to Computer attack) or Loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss.

However, in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the policy period to the **Property** insured subject to the limitations in the **Policy**.

Should electronic data processing media insured by this **Policy** suffer physical Loss or damage insured by this **Policy**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this

insurance does not insure any amount pertaining to the value of such Electronic data to the Insured or any other party, even if such Electronic data cannot be recreated, gathered or assembled.

i) Faulty Workmanship Exclusion

We will not pay for: any Loss or damage arising from faulty design, specification, workmanship or materials

j) **Wear and Tear** Exclusion

We will not pay for: any Loss or damage caused by **Wear and Tear** or any other gradual operating cause

k) **We** will not pay if **You** were not provided with:

1. Legal Protection policy coverage which is provided for all costs and fees to pursue or defend claims involving breaches arising from the **Tenancy Agreement** regarding the non-payment of the monthly **Rent**.

You will be required to show proof of the above at the time of a claim. A claim might be declined if **You** can't provide those proofs.

12. Registration of the Tenancy Agreement

It is **Your** responsibility to register the **Tenancy Agreement**. The **Indemnity** could be refused if it was not duly registered with the competent authority and if, in accordance with Article 65 of the Belgian Insurance Act of 4 April 2014, and that the breach is causally related to the occurrence of the loss.

13. Limitation period

The limitation period applicable to all actions arising from this insurance contract is three (3) years from the date of the event giving rise to the loss.

14. Customer care

14.1. Our Obligations

From the time when the coverage applies and within the limits thereof, **We** undertake to:

- Manage the claim in the **Policyholder's** best interests
- Keep the **Policyholder** informed as the claim progresses
- Pay the indemnity as soon as possible
- Treat **You** fairly and professionally

15. Payment

You must pay the **Premium** at the moment **You** request cover or an amendment (even in case of a deferred **Start Date**). The contract will never start, and no amendment will be effective until **We** have received the payment of the **Premium**.

Default of payment will be managed in accordance with article 69, 70, 71, 72 and 73 of the Belgian Insurance Act.

At renewal, payment needs to be paid prior to the due date.

In case of payment default at renewal, the following steps will be followed:

- **We** will send **You** a formal notice either by serving a writ of summons or by registered mail. The formal notice will urge payment of the **Premium** within the term said notice stipulates. This term cannot be shorter than fifteen (15) days from the day following the serving or the day following the deposit of the registered mail.

- The formal notice remains the date the **Premium** is due as well as its amount. It also remains the consequences following non-payment within the stipulated term, the starting point of the term, and provides that suspension of cover or termination of the **Policy** will take effect on the day following the last day of the term, without prejudice to the coverage of an **Insured Event** which has previously occurred.
- The suspension or termination of the **Policy** comes into force after expiry of the above-mentioned term.
- If coverage has been suspended, the payment by **You** of **Premiums** ends this suspension.
- If **We** have suspended **Our** obligation to provide coverage **We** can terminate the **Policy** if such right was reserved in the formal notice. In this case the termination comes into force after expiration of a term that cannot be shorter than fifteen days following the first day of suspension.
- If **We** did not reserve such right in the formal notice to terminate the **Policy**, the termination can only occur through a new formal notice.
- The suspension of the coverage does not detract from **Our** right to claim the **Premiums** due on a later date, on the condition that **You** have been delivered formal. In this case, the delivery of formal notice reminds of the suspension of cover. **Our** right is nevertheless limited to the **Premiums** of two successive years.

15.1. If the Card does not have sufficient funds

It is the cardholder's responsibility to ensure that sufficient funds are available on the card when it is to be charged. The card must have sufficient funds to pay for **Your Insurance Policy/Policies** when they are due and payable.

If a charge is rejected, the request for an **Insurance Contract** or an amendment will be denied and therefore **You** will not get any coverage from Qover. **You** will receive a notification that invites **You** to use another payment solution. The **Insurance Contract** will never start before Qover has received the first monthly instalment.

15.2. Charge errors

If the cardholder believes there has been an error in charging the card, the cardholder should contact Qover as soon as possible so that Qover can resolve the matter.

If Qover finds out that the card has been incorrectly charged, Qover will arrange for the cardholder's financial institution to reverse the charge accordingly. Qover will also notify the cardholder in writing of the amount by which the charge to the card has been reversed.

If the Qover find that the card has not been incorrectly charged, Qover will provide the cardholder with reasons and copies of any evidence for this finding.

All enquiries the cardholder may have about an error made in charging the card should be directed to Qover in the first instance so that Qover can attempt to resolve the matter. If Qover cannot resolve the matter, the cardholder may contact their Financial Institution to complete and lodge a complaint.

15.3. Changes by the Cardholder

The cardholder may change or stop charges to the card at any time by contacting Qover. **We** must receive this notification at least 15 business days prior to the due date of the next charge to the card (if applicable).

Alternatively, the cardholder may request a stop or cancellation by contacting their financial institution directly.

The cardholder must inform Qover if the card is cancelled.

15.4. General

Any notice **We** are required to give the cardholder in writing will be sent to the electronic address **You** provided to **Us**.

The cardholder fully indemnifies Qover against any **Losses**, costs, damages and liability that Qover suffers because of false or incorrect information given to them about the card or anyone authorised to use the card.

This indemnity continues after this agreement ends.

16. Overview of the conflict of interests policy

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

Qover is potentially exposed to conflicts of interest resulting from exercising its various activities. Considering that protecting its customers' interests is a key priority, Qover has developed a general policy to enable its administrators, directors and members of personnel to protect themselves against this risk as much as possible.

A conflict of interest is a conflict that occurs when one or more people or entities have contradictory interests that could result in a potential **Loss** for the customer. Conflict of interest is a complex concept. It can occur between Qover, its administrators, senior managers, employees, business providers and other service providers and subcontractors on the one hand, and its customers on the other hand, as well as among their shared customers.

Qover SA/NV has identified potential conflicts of interest in all its activities and **You** can find **Our** conflict of interest policy on **Our** website at www.qover.be.

17. Disputes

The **Insurance Contract** is subject to Belgian law. Any dispute relating to the formation, validity, execution, interpretation or termination of this contract is the exclusive jurisdiction of the Belgian Courts.

18. Sanctions endorsement

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. Sanctions of the United States of America only apply insofar as they do not violate European or local regulations.

19. Data protection


We undertake to comply with the **Applicable Data Protection Legislation**.

Your Personal Data can be used by **Us**, the **Data Controller**, in compliance with the **Applicable Data Protection Legislation** and for the purposes of the administration and optimization of the contractual relationship between **You** and **Us**, in particular for providing **You** with this **Policy**, for administering **Your Policy** and any claim **You** make. The processing of **Your Personal Data** is necessary for establishing and administering the contractual relationship between **You** and **Us**.

Your Personal Data will be stored by **Us** for a period of maximum 5 years after the termination of this **Policy**.

We collect the payment card details for Qover to manage **Your** payments and will keep these details private unless this information is required to investigate a claim made on **Us** relating to an alleged incorrect or wrongful charge to the card, or as otherwise required by law. For further information on **Our** privacy and information handling practices please refer to Qover privacy policy.

We will not transfer **Your Personal Data** to third parties, unless **We** are obliged to do so under EU or Belgian Legislation. **We** will, if possible in advance and otherwise as quickly as possible, inform **You** of such a mandatory transfer of **Personal Data** to third parties, unless such notification is not allowed.



You have a right of access, rectification and erasure of **Your Personal Data** or the restriction of the processing relating to **You**, as well as a right to objection and a right to data portability. **You** also have the right to file a complaint with a supervisory authority.

You can exercise the abovementioned rights by addressing Qover SA/NV – Privacy – Rue des Palais 44 – 1030 Brussels – Belgium or send an email to privacy@qover.be along with a copy of your ID card.

20. Changes by Us

If **We** change the non-essential conditions of coverage, this will only be done on **Your** next due date. Upon receipt of a change notice, **You** may terminate **Your** Policy if **You** are not satisfied with the changes.

LEGAL PROTECTION

The present insurance contract is concluded for a period of one year. It shall be tacitly renewed for consecutive periods of one year. We may terminate this contract by giving you three months' notice before due date by registered letter, by bailiff's writ or by issuing a termination letter with receipt. You may cancel this contract at any time by sending an email to contact@qover.be.

GENERAL POLICY CONDITIONS

This **Legal Protection Insurance** coverage allows **You** to protect yourself against legal costs arising from loss of **Rent** and additional coverage depending on the variant **You** choose.

If **You** opted for Basic or Classic cover:

- **Legal Protection Insurance** coverage guarantees that **You** have the necessary resources for an amicable, judicial or administrative settlement of claims relating to breaches arising from the **Tenancy Agreement** regarding the non-payment of the monthly **Rent** according to the conditions and limits described in these general conditions and **Policy Schedule**.

If **You** opted for Premium cover:

- **Legal Protection Insurance** coverage guarantees that **You** have the necessary resources for an amicable, judicial or administrative settlement of claims relating to breaches arising from the **Tenancy Agreement**:
 - regarding the non-payment of the monthly **Rent**
 - regarding **Accidental Damages** to the Landlord's permanent fixtures and fittings
 - regarding reinstatement costs of the **Property**

This cover applies in the event of a loss affecting the **Property** of the insured. By **Property**, **We** mean all **Premises** that belong to the **Insured** and for which the **Insured** has subscribed to a Basic, Classic or Premium **Legal Protection Insurance**.

The guarantee is limited to disputes relating to leases and **Rents** of properties intended for residential use only.

The guarantee applies to claims falling under the jurisdiction of a Belgian court (Justice of Peace) and for which Belgian law applies.

To help **You** understand the cover provided we have added "What is covered" and "What is not covered". Under the heading "What is covered" **We** give information on the insurance provided. This must be read with "What is not covered", this Policy conditions and **Your Policy Schedule** at all times. Under the heading "What is not covered" **We** draw **Your** attention to what is excluded from **Your** Policy.

Important notice

Never let a tenant enter the **Property** without having them completed and signed a **Tenancy Agreement** and performed an **Inventory** of the **Property**.

Always perform solvency checks before granting the tenancy to each new tenant: **Rent** must not exceed 50% of the tenant's revenues. Tenants already occupying the premises for at least six (6) months are also eligible, provided that **You** could prove regular payment at due date over this period.

In order to be eligible for this insurance, one of the following criteria have to apply:

- There is no tenant; or
- a tenant has been in place for 45 days or fewer from the start date mentioned in the **Tenancy Agreement**. The start date is the first date at which the tenant can occupy the property; or
- The tenant is in place for over 6 months.

Tenancy Agreement must be registered in order for **You** to claim under this **Policy**.

An initial inspection report must be performed within one month of the conclusion of the **Tenancy Agreement**.

About Qover

Your Legal Protection Insurance Policy is arranged by QOVER SA/NV, RPR 0650.939.878 (VAT BE0650.939.878). QOVER SA/NV legal offices are located at "Rue Eugène Toussaint 54, box 1 – 1090 Brussels – BELGIUM" and its operating offices are located at "Rue des Palais 44 – 1030 Brussels".

QOVER SA/NV is an untied insurance agent authorised and regulated by the Financial Services and Markets Authority (FSMA registration number 115284A). **You** can check this on the FSMA's register by visiting the FSMA's website <http://www.fsma.be> or by contacting the FSMA on +32(0)2 220 52 11.

About D.A.S.

Your Legal Protection insurance is underwritten by D.A.S. a Belgian Legal Protection Insurance Company (RPM 0401.620.778). D.A.S. is an Insurance Company with registered office located at 1000 Brussels, Lloyd Georgelaan 6.

D.A.S. is a non-life insurer registered under number 0687 and subjected to prudential supervision by the National Bank (NBB, Berlaimontlaan 14, 1000 Brussels, www.nbb.be) and under the conduct supervision of the Financial Services and Markets Authority (FSMA, Congresstraat 12-14, 1000 Brussels, www.fsma.be)

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SECTION 1: GENERAL INFORMATION

1. How to contact Qover

If **You** wish to discuss **Your Policy**, make a claim or discuss an ongoing claim, **You** can contact Qover, the contact details are below:

By email

GENERAL ENQUIRIES & CONTRACTS
contact@qover.be

FOR CLAIMS
claims@qover.be

By telephone

GENERAL ENQUIRIES
+32.2.588.25.50

Via Our website

www.qover.be

By post mail

QOVER SA/NV
Rue des Palais, 44 - 1030 Brussels - Belgium

All communication with the customers will occur in French, Dutch or English, as chosen by **You**. All documents are available in French and Dutch.

2. Complaint

If **You** wish to register complaints:

You can contact Qover:

You should, in the first instance, write to QOVER SA/NV's Mediation Department, Rue Eugène Toussaint 54 box 1, 1090 Brussels (Belgium) or to mediation@qover.be or by telephone on +32.2.588.25.50 without prejudice to the **Policyholder's** ability to take legal action.

You can contact D.A.S.:

You should, in the first instance write to the claims handler or the Department Manager. If the matter has still not been resolved to **Your** Satisfaction, **You** may write to D.A.S. BELGIAN LIMITED LIABILITY INSURANCE COMPANY FOR LEGAL PROTECTION, Point of Contact at the address: Lloyd Georgelaan 6, 1000 Brussels (Belgium) or to meldpunt@das.be or by telephone on +32.2.645.51.81.

You can contact the Ombudsman:

If the matter has still not been resolved to **Your** satisfaction, **You** may contact the Insurance Ombudsman, Square de Meeûs 35 to 1000 Brussels, tel: 02/547.58.71, fax: 02/547.59.75, info@ombudsman.as. This procedure is in addition to any other legal rights **You** may have to take legal proceedings.

You can contact the European Online Dispute Resolution Platform




If **You** arranged **Your** policy online or through other electronic means (e.g. by phone, SMS, fax or mobile device), **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform – <http://ec.europa.eu/consumers/odr/>. **Your** complaint will then be re-directed to the Financial Ombudsman Service and to QOVER to resolve. There may be a short delay before **We** receive it.

Qover might always record all communication, including phone calls, in order to improve the quality of the service, for training purposes or for fraud detection purpose.

3. How to make a claim?

Please be digital when contacting Qover:

You can reach Qover by:

-  Sending an email to claims@qover.be with all relevant and required documents in the attachment; or
-  Go on the website www.qover.be and use the claim form <http://claims.qover.com>; or
-  Calling at +32.2.588.25.50

If **You** file a claim with regards to the recovery of unpaid **Rent**:

- send a reminder letter after default of payment of the tenant within ten (10) weekdays after effective due date (refer to **Your** Legal Protection policy wording); and
- in case of non-payment within fifteen (15) weekdays after the effective due date, **You** must file the claim to **Your** Legal Protection insurer within three (3) weekdays at the latest.

For all other claims such as **Accidental Damage** or reinstatement, report it within eight (8) weekdays of the discovery of the event.

You must comply with the claims procedure as explained in the General Policy Conditions and by Qover.

Important: the **Policyholder** must take all practical steps to prevent further loss or damage, recover **Property** lost and otherwise minimise the claim.

You must not start any legal proceeding or make any admission, offer, payment or promise or reject a claim without our written permission.

You must provide **Us** with accurate and complete information and supporting documentation, so that **We** may determine the specific circumstances, the causes and the extent of the damage and the identity of all those involved.

In order to authorise a claim, **We** will require:

- **Your** full personal details (name, surname, address of the **Premises**, identity of the tenant);
- A copy of the **Tenancy Agreement** and proof that it has been officially registered to the competent authorities (SPF Finance);
- A copy of the bank statement which attests of the existence of a blocked deposit for the rented **Premises** (or equivalent proof);
- A copy of the **Inventory** (when applicable);
- Full details in writing of any loss or damage and any further information or declaration we may reasonably require.
- A copy of the expert assessment report (if applicable);
- A copy of all letter(s) and all other communications **You** had with **Your** tenant with regard to the non-payment of the **Rent** or any other cause of dispute (if applicable);
- All other information or documents that would be useful and necessary to handle your claim for **Us** that the **Policyholder** has received from third parties pertaining to the loss, like subpoenas and judicial or extrajudicial documents.

In addition, it is possible that one of **Our** clerks personally call **You** in order to understand the circumstances of the loss. **You** will be required to answer a variety of questions.

Upon receipt of all the information requested, **We** will review **Your** claim. If **Your** claim is covered by **Your Insurance Contract**, **We** will authorize **Your** claim.

SECTION 2: GENERAL POLICY CONDITIONS

I. Introduction

Your Insurance Contract is made up of the following:

1. These General Policy Conditions that sets out exactly what is covered and not covered under the insurance, what are the required conditions for such insurance, how to make a claim and other important information; and
2. The **Policy Schedule** that sets out the details of **You, Your Property**, the **Period of Insurance** and other specific limitations and conditions; and
3. Any endorsement(s) attached (when applicable).

You should read the General Policy Conditions and **Policy Schedule** together. **Please read the whole document and keep it in a safe place.**

Certain words have special meanings. These are listed below under "Definitions" and where they appear in this document are shown in italic bold type with a capital letter.

2. Duration of cover and renewal

The present insurance contract is concluded for a period of one year. It shall be tacitly renewed for consecutive periods of one year. **We** may terminate this contract by giving **You** three months before due date a notice by registered letter, by bailiff's writ or by issuing a termination letter with receipt. **You** may cancel this contract at any time.

Please don't forget to contact **Us** in case of an early termination to obtain any reimbursement of non-used **Premium**.

3. Your right to change Your mind

At any time, **You** have the right to cancel **Your Policy** by sending an email to contact@qover.be and **We** will apply the following rules for refund:

- ✓ **You** may cancel **Your Policy** within 14 days of the **Start Date** by contacting Qover (contact details are given on page 3). Provided **You** have not made a claim, **We** will refund any **Premium** paid. The termination will take effect immediately.
- ✓ After the 14-day period, **You** can cancel **Your Policy** at any time by contacting Qover (contact details are given on page 3). If **You** cancel after the 14-day period and no claim has been made, **You** shall be entitled to a pro-rata refund (no administrative fee will be charged). The termination will take effect immediately.
- ✓ If **You** cancel after a claim is reported you will only be entitled to a pro-rata refund of the **Premium** for the remaining term of the **Insurance Policy**, from the date of our last act of administration or payment or refusal to pay the indemnity.

4. Our cancellation rights

Based on article 57§5 of the Belgian Insurance Act of the 4th of April 2014, **We** have the right to cancel this **Insurance Policy** within 14 days of the **Purchase Date** with a eight (8) days' notice period.

Based on article 85§1 of the Belgian Insurance Act of the 4th of April 2014, **We** have the right to cancel the **Insurance Policy** up to three (3) months before its renewal date.

Also, after a claim, and no later than one month after **Our** last administration act, payment or refusal to pay, **We** or Qover have the right to terminate the contract. In such case, termination of contract will take effect three (3) months after the day after which the notification by registered letter has been sent. According to Article 86 of the Belgian Insurance Act of the 4th of April 2014, **You** dispose of the same right of cancellation in case of a denial to pay the claim.

5. Freedom of choice of counsel

Where judicial or administrative proceedings are required, **You** have the freedom to choose a lawyer or any other person qualified under the law applicable to the proceedings, to defend, represent or serve **Your** interests. In the event of arbitration, mediation or any other recognized form of amicable dispute resolution, **You** may freely choose a person with the required qualifications and designated for this purpose.

Whenever a conflict of interest arises, **You** are free to choose a lawyer, or if **You** prefer, any other person who is qualified under the law applicable to the proceeding to defend **Your** interests.

If **You** decide to change the lawyer or person qualified under the law applicable to the proceeding, **We** will only pay such fees and expenses as would have resulted from the intervention of a single lawyer or person qualified under the law applicable to the proceeding. This does not apply if **You** are obliged to hire another lawyer or other person qualified under the law applicable to the proceedings.

Assuming that **You** retain a lawyer or a person with the necessary qualifications to plead outside the country to which it is attached, the additional fees and expenses incurred by **Your** action will remain at **Your** expense. When **You** make use of the right to choose your own lawyer, upon **Our** request, **You** undertake to request the intervention of the competent authorities to determine the amount of fees and expenses.

You are also free to choose an expert or a counter-expert. If **You** call on an expert or a counter-expert domiciled outside the country where the assignment is performed, **You** will bear the additional costs and fees resulting from this.

6. Impartiality Clause (clause d'objectivité)

We may refuse to bear the costs resulting from legal proceedings or the use of legal means:

- If **Your** point of view seems unreasonable to **Us** or lacks sufficient chance of success;
- If **You** have refused a reasonable friendly offer from the other party.

In the event that there is a difference of opinion between **You** and **Us** on any of these points, apart from the possibility of commencing proceedings against **Us**, **You** may consult with the lawyer who is already handling the matter or, failing that, with a lawyer of **Your** choice. If it confirms our point of view, **You** will pay half the fees and consulting fees. In the event that **You** continue the proceedings, **We** will reimburse **You** for the costs incurred if **You** ultimately win the case. If they confirm **Your** point of view, **We** will assist **You** right from the consultation stage.

7. The beneficiary

The **Policyholder** is the sole beneficiary of this **Insurance Contract**. In case of the insured's death, the legal successors are the beneficiaries.

8. Definitions

8.1. ACCIDENTAL DAMAGE(S)

Damage caused suddenly, unexpectedly and non-intentionally by the tenant's or their authorized guests.

8.2. AUTHORISED PROFESSIONAL

The lawyer or legal counsellor which was mandated by *Us* or by *You* and has been accepted to represent *Your* interests.

8.3. AUTHORISED PROFESSIONAL FROM OUR NETWORK

The lawyer or legal counsellor which was mandated by *Us* or by *You* and has been accepted to solve the matter on *Our* behalf and belong to the network of the insurer D.A.S. composed of:

- Own employees of D.A.S. (if authorized by the law) – *You* will be asked to give a procuration and attend the legal proceeding with the employee of D.A.S.
- Lawyers or legal counsellor advised by D.A.S.

8.4. APPLICABLE DATA PROTECTION LEGISLATION

Means (i) the Law of 8 December on the protection of privacy with regard to the processing of *Personal Data* and its implementing regulations and (ii) as from its entry into force, the General Data Protection Regulation (EU) 2016/679, the European delegated acts and implementing legislation and the national secondary legislation.

8.5. CLAIM LIMIT

The *Claim Limit* is indicated in the *Policy Schedule*. The maximum *Claim Limit* is indicated in *Your Policy Schedule*. The *Claim Limit* always excludes the VAT.

8.6. DATA CONTROLLER

Means *Us* and Qover who, alone or jointly with others, determine the purposes and means of the processing of *Personal Data*.

8.7. EFFECTIVE DUE DATE OF THE RENT

It is the date on which, under the *Tenancy Agreement* signed between the landlord and the tenant, the amount of rent must be paid by the tenant to the landlord.

8.8. EXCESS (ONLY FOR BASIC FORMULA)

The *Excess* is the amount *You* will have to bear yourself and pay towards each claim under this policy if *You* have a Basic insurance plan.

8.9. INSURANCE CONTRACT

The *Insurance Contract* is the combination of these General Policy Conditions and the *Policy Schedule* as well as any endorsements/annexes (when applicable) signed by *Us*.

For each *Insurance Contract*, there can be only one *Insured Property*.

8.10. INSURANCE END DATE, END DATE

The *Insurance End Date* is the earliest of the following dates:

- If *You* exercise *Your* right to change *Your* mind (see section above) the date mentioned in the section '*Your* right to change *Your* mind' (p. 6);
- If *We* exercise *Our* cancellation rights (see section above) the date mentioned in the section '*Our* cancellation rights' (p. 6);
- the date on which the *Property* is sold or transferred to a new owner;
- the date on which the *Property* is repossessed by a new owner;
- the date *You* ceased to be resident or registered in Belgium;
- The date on which the property manager, when the *Policyholder* is a person mandated by the owner of the *Property*, is not mandated anymore by the landlord.

In all cases a written notification is necessary.

8.11. INSURANCE START DATE, START DATE

Means the commencement date shown in the *Policy Schedule*. No coverage will be provided until the first *Premium* is paid, without prejudice to the applicable *Waiting Period*.

As part of *Our* commitment to "treat customers fairly" *You* can defer the *Start Date* of *Your* insurance up to maximum of 60 days.

8.12. INVENTORY

The document detailing the *Landlord Contents* in the *Property*.

8.13. PERSONAL DATA

Any information about an identified or identifiable natural person; identifiable means a natural person who can be identified directly or indirectly, namely by means of an identifier such as a name, an identification number, location data, an online identifier or by one or more elements which are characteristic for the physical, physiological, genetic, psychic, economic, cultural or social identity of that natural person.

8.14. PROPERTY, PREMISES

The buildings at the address(es) shown in **Your Policy Schedule** including:

- **Landlords Contents;**
- Outbuildings, annexes, private garage and Gangways;
- Walls, gates, fences and hedges;
- Fixed doors, fanlights, skylights and fixed sanitary ware.

The **Property** must be located in Belgium and be used for residential purposes only.

The **Property** means an eligible property, being owed and rented by **You** to a third party or for which **You** are legally mandated by the owner and is specified on the **Policy Schedule**.

Additional **Premises** to the main facility are included.

No other properties are insurable.

The following **Premises** are not eligible:

- a. **Commercial, artisanal, seasonal and rural leases;** or
- b. Any rented property which is not located within the borders of the Kingdom of Belgium; or
- c. Short term rentals with a duration of less than 12 months; or
- d. **Premises** declared unhealthy or in danger, according to the Regional Housing Code; or
- e. For landlord 6 months (Basic) and 12 months (Classic), **Premises** that are rented for an amount including charges which exceeds 1,500 EUR per month.
- f. For Landlord 18 months (Premium), **Premises** that are rented for an amount including charges which exceeds 2,500 EUR per month.

8.15. US, OUR, WE

Qover SA/NV as the Administrator of the Policy and D.A.S. SA/NV, a BELGIAN LEGAL PROTECTION INSURANCE COMPANY (RPM 0401.620.778) as the insurer which is registered under number 0687 and subjected to prudential supervision for the legal protection by the National Bank and under the conduct supervision of the Financial Services Authority, FSMA.

8.16. LOSS

Realisation of the insured event, namely

- Non-payment of **Rent**
- **Accidental Damage(s)** (for Premium plan only)
- Reinstatement of **Property** (for Premium plan only)

likely to trigger the guarantee and leading the insured to assert its rights as plaintiff or defendant, either in judicial, administrative or other proceedings, or outside proceedings, except where the insured has knowingly allowed the circumstances which gave rise to the event.

Any dispute or set of disputes arising out of the same event(s), regardless of the number of insured persons or third parties shall constitute one and the same claim having a link of connectivity between them.

8.17. LANDLORD CONTENTS

Fixtures and fittings at the **Property** and fixed domestic appliances belonging to **You** or for which **You** are responsible as landlord.

8.18. PERIOD OF INSURANCE

The period between the **Insurance Start Date** and the **Insurance End Date**. The contract duration is 1 year (with tacit renewal).

Example 1: A 1-year contract bought on 01/01/2018 at 13:59 with an instantaneous **Start Date**, will start at 14:00 on 01/01/2018 and will tacitly be renewed at 00:00:00 01/01/2019.

Example 2: A 1-year contract bought on 01/01/2018 at 13:59 with a differed **Start Date** (e.g. 3 days later), will start at 00:00 on 03/01/2018 and will tacitly be renewed at 00:00:00 03/01/2019.

8.19. POLICYHOLDER, YOU OR YOUR

The **Policyholder** is the person (including legal person) specified on the **Policy Schedule** who has financial interest in the insured **Property**, who has been accepted for cover under the **Insurance Contract** and who has paid the **Premium** (and has not cancelled the policy).

To be eligible as **Policyholder** as an individual or as a legal entity, **You** must:

- be domiciled and resident in Belgium from the **Purchase Date** until the **End Date**; and
- be the owner of the rented **Premises** or the person legally mandated by the owner to manage the rental of the **Premises**; and
- have a financial interest in the **Insured Property**; and
- have paid the **Premium** and agreed to comply with the General Policy Conditions of this contract; and
- not have (or for legal entity that have directors that have not) been convicted for crimes nor fraud over the last 10 years preceding the

- **Purchase Date** of the **Insurance Policy**; and
- The contact person for a legal entity and the **Policyholder** as an individual must be at least 18 years of age at the time of purchase of the **Insurance Contract**; and

8.20. POLICY SCHEDULE

Means the part of this insurance that contains the details of **You**, the insured **Property**, the **Period of Insurance**, the **Claim Limit** and specific conditions and limitations.

8.21. PREMIUM / INSURANCE PREMIUM

Premium means the amount payable by **You** (and any taxes or charges thereon) for this coverage under this **Insurance Policy**.

8.22. PURCHASE DATE

The date on which the **Insurance Premium** has reached our account. Purchase is always done remotely.

8.23. RENT

This is the fixed monthly return made by the tenant of **Property** to the owner the date and sum thereof as outlined in the **Tenancy Agreement**. The **Rent** includes indexed rent, rental costs and taxes including charges listed in the **Tenancy Agreement**.

8.24. TENANCY AGREEMENT

The **Tenancy Agreement** is a contract between the tenant and the landlord. It sets out all rights and obligation incumbent to each party. For example, the tenant's right to occupy the accommodation and the landlord's right to receive **Rent** for letting the accommodation.

The **Tenancy Agreement** must be signed and registered to the competent authority in order for **You** to claim under this policy.

8.25. TERRITORIAL LIMIT

Coverage is applicable to claims for which Belgian law applies and which fall within the jurisdiction of the Belgian courts.

8.26. WAITING PERIOD

The period of time which must pass before **You** can make any claims. **No claim can be indemnified during the initial Waiting Period**

THE WAITING PERIOD IS 60 DAYS:

- Beginning at the **Start Date** which is stated in **Your Policy Schedule**. This is the initial **Start Date** of the first policy and not for any subsequent automatic renewals.
- The **Waiting Period** shall start again if **You** change of tenant during the contract period. The **Start Date** of the new **Waiting Period** will be the first date on which the new tenant occupies the **Property**.

Loss(es) which occur during the **Waiting Period** are not covered under this **Insurance Policy**.

8.27. WEAR AND TEAR

Wear and Tear is the reasonable use of the **Premises** by the tenant and the ordinary operation of natural forces.

9. What is covered: Non-payment of the monthly rent

9.1. Object

We will defend **Your** interests in case of breach of the **Tenancy Agreement** with respect to the non-payment of the **Rent** between **You** and **Your** tenant, within the conditions and limits described in these general conditions and the **Policy Schedule**:

In the event of a claim, **We** will take the necessary steps to reach an amiable settlement for **You** and review the steps to be taken with **You**. No proposal will be accepted without **Your** agreement, and **We** will discuss with **You** the steps to take. If, except in the case of extreme urgency, **You** call on a lawyer or an expert directly without **Our** prior consent, this will not be covered by D.A.S. In the event of a claim, **We** will cover up to a maximum of:

- 1) EUR 1 500 (excl. VAT) for the Basic Plan
 - Costs of judicial and extra-judicial proceedings, including alternative dispute resolution (mediation, arbitration, arbitration boards). If **You** choose an **Authorized Professional from our Network**, there is no intervention limit for these fees.
 - The fees and expenses of a lawyer or a person authorised under the law applicable to the proceedings, including the non-recoverable VAT.
 - Costs related to a procedure for implementing of an enforceable order (note that the costs related to the forced eviction itself remain to be borne by the **Policyholder**).
- 2) EUR 5 000 (excl. VAT) for the Classic Plan
 - The fees and expenses of an expert or technical advisor, hired by **Us** or **Your** lawyer with **Our** authorization.
 - Costs of judicial and extra-judicial proceedings, including alternative dispute resolution (mediation, arbitration, arbitration boards). If **You** choose an **Authorized Professional from our Network**, there is no intervention limit for these fees.
 - The fees and expenses of a lawyer or of a person authorised under the law applicable to the proceedings, including the non-recoverable VAT.
 - Costs related to a procedure for implementing of an enforceable order (note that the costs related to the forced eviction itself remain to be borne by the **Policyholder**).
- 3) and EUR 7 500 (excl. VAT) for the Premium Plan
 - The fees and expenses of an expert or technical advisor, hired by **Us** or **Your** lawyer with our authorization.
 - Costs of judicial and extra-judicial proceedings, including alternative dispute resolution (mediation, arbitration, arbitration boards). If **You** choose an **Authorized Professional from our Network**, there is no intervention limit for these fees.
 - The fees and expenses of a lawyer or of a person authorised under the law applicable to the proceedings, including the non-recoverable VAT.
 - Costs related to a procedure for implementing of an enforceable order (note that the costs related to the forced eviction itself remain to be borne by the **Policyholder**).

All above expenses will be paid to the service provider directly without **You** having to advance any amount:

- Unless otherwise stipulated in the **Policy Schedule**;
- Unless **You** are subject to VAT. In this case, we do not charge VAT for all or part of **Your** recovery.

If it is possible to recover the fees and expenses of lawyers or experts, **We** reserve the right to do so. **We** subrogate to **Your** rights towards third parties for the reimbursement of **Our** expenses.

As an insurer covering the costs of the proceedings, **We** are entitled to reimbursement of court costs including legal compensation.

The **Loss** must occur during the **Insurance Period** and within the **Territorial Limits**. In the event of non-payment of the **Rent**, the claim shall be deemed to have happened on the first day of default in payment of the monthly **Rent** (i.e. the day on which the tenant first violates his contractual obligation). Litigation arising from identical, causally related damage claims shall form part of the same claim, irrespective of the number of insured persons or third parties.

Legal protection applies to claims arising after the **Start Date** of the insured guarantees.

If **We** can prove that at the time of conclusion of the contract **You** were or could reasonably have been informed of the facts giving rise to this claim, **Our** benefits will not be acquired, and **You** will have to reimburse us for the expenses already advanced in connection with the claim.

9.2. Intervention of Your Legal Protection

The maximum benefit amount the insurer will pay per **Period of Insurance** under this **Policy** is equal to 1,500 EUR (VAT excl.) for Basic, 5,000 EUR (VAT excl.) for Classic and 7,500 EUR (VAT excl.) for Premium. An **Excess** of 250 EUR applies to

each and every claim made under the Basic coverage. There are no **Excess** for Classic and Premium plans.

Only one intervention for unpaid **Rent**, per occupying tenant, is allowed.

We have the right to reduce **Our** intervention by the amount of damages in case **You** fail to comply with **Your** obligations, as set out in **Your Insurance Contract** (such as the obligation to seek **Our** consent or approval before taking certain actions or the obligation to notify **Us** of certain events).

9.3. Waiting Period

The **Waiting Period** is equal to sixty (60) days.

- The **Waiting Period** begins at the **Start Date** as set out in the **Policy Schedule**.
- The **Waiting Period** will start again if a new **Tenancy agreement** is signed during the life of the **Insurance Contract**. The **Start Date** of the new **Waiting Period** is the date on which the new tenant enters the premises.

A claim arising during the **Waiting Period** will not be covered under this **Insurance Contract**.

9.4. What is not covered

The following are excluded from **Your** legal protection coverage

- Commercial, artisanal and rural leases or seasonal rentals;
- Short term rentals with a duration of less than 12 months;
- **Premises** declared unfit or uninhabitable, according to the regulation of the Regional Housing Code;
- Rentals concluded with close relative: spouse or legal cohabitant, parent, parent-in-law, step-parent, legal guardian, children (including legally adopted, foster and step-children and daughter/son-in-law), sibling (including step-siblings and sister/brother-in-law), grandparents, grandchildren, aunt, uncle, niece, nephew or fiancé(e) of a **Policyholder**;
- Second residences rented occasionally.

Please refer also to the General Exclusions section.

10. What is covered: Accidental Damage to fixtures and fittings (Premium Formula only)

10.1. Object

We will defend **Your** interests when **You** are confronted with **Accidental Damage** caused by the tenant or their authorised guests to the fixtures and fittings of the **Property** under the conditions and limitations described in these general conditions and in the **Policy Schedule**.

In the event of a claim, **We** will take the necessary steps to reach an amicable settlement for **You** and review the steps to be taken with **You**. No proposal will be accepted without **Your** agreement, and **We** will discuss with **You** the steps to take. If, except in the case of extreme urgency, **You** call on a lawyer or an expert directly without **Our** prior consent, this will not be covered by D.A.S.

Are covered under this section:

- **Accidental Damage** to fixtures and fittings if the damage exceeds 30 000 EUR;
- Theft (by forcible entry only) of any element or installation in the **Property**, which constitutes a permanent element of the dwelling and which does not belong to the tenant if the damage exceeds 30 000 EUR.

In the event of a claim, **We** will cover up to a maximum of:

7,500 EUR (excl. VAT) for the Premium Plan

- The fees and expenses of an expert or technical advisor, ordered by **Us** or **Your** lawyer with **Our** authorization.
- Costs of judicial and extra-judicial proceedings, including alternative dispute resolution (mediation, arbitration, arbitration boards). If **You** choose an **Authorized Professional from our Network**, there is no intervention limit for these fees.
- The fees and expenses of a lawyer or of a person authorised under the law applicable to the proceedings, including the non-recoverable VAT.
- Costs related to a procedure of implementing an enforceable order (note that the costs of the forced eviction itself remain to be borne by the **Policyholder**).

All above expenses will be paid to the service provider directly without **You** having to advance the amount:

- Unless otherwise stipulated in the **Policy Schedule**;
- Unless **You** are subject to VAT. In this case, **We** do not pay VAT for all or part of **Your** recovery.

If it is possible to recover the fees and expenses of lawyers or experts, **We** reserve the right to do so. **We** subrogate ourselves to **Your** rights towards third parties for the reimbursement of **Our** expenses.

As an insurer covering the costs of the proceedings, **We** are entitled to reimbursement of court costs including legal compensation.

The **Loss** must occur during the **Insurance Period** and within the **Territorial Limits**. Litigation arising from identical, causally related damage claims shall form part of the same claim, irrespective of the number of insured persons or third parties.

Legal protection applies to claims arising after the **Start Date** of the insured guarantees.

If **We** can prove that at the time of conclusion of the contract **You** were or could reasonably have been informed of the facts giving rise to this claim, **Our** benefits will not be acquired and **You** will have to reimburse us for the expenses already advanced in connection with the claim.

The **Loss** is considered to have occurred at the time of the occurrence of the event giving rise to the loss.

10.2. Limitations

The maximum amount of benefits that the insurer will pay under this **Policy** is equal to EUR 7,500 (excl. VAT) for the Premium Plan. No **Excess** applies under the Premium Plan.

For the **Accidental Damage** Guarantee, our intervention is limited to one claim per **Tenancy Agreement**.

We have the right to reduce **Our** intervention by the amount of damages in the event **You** fail to comply with **Your** obligations, as set out in **Your Insurance Contract** (such as the obligation to seek **Our** consent or approval before taking certain actions or the obligation to notify **Us** of certain events).

When filing a claim for **Accidental Damages** the **Policyholder** will have to provide a copy of the initial inspection report. The absence of which constitutes an exclusion with regard to the **Accidental Damages** guarantee and, in the event of failure to comply with the obligations to prevent the loss, report the loss and transmit the information, **We** may reduce **Our** intervention up to the amount of the loss **We** have suffered. **We** may also decline **Our** guarantee if the breach of these obligations results from fraudulent intent. **You** must also provide a copy of the **Inventory** (when applicable). In accordance with the applicable legislation, it has to be concluded within one month of the conclusion of the **Tenancy Agreement** and the **Tenant** must return the **Property** as it has received it, except that which perished or was degraded by **Wear and Tear** or force majeure.

10.3. Your Obligations

- All **Losses** to be reported to **Us** **within** eight (8) weekdays of event/discovery of the event;
- All claims to be supported by a **Tenancy Agreement**, damage report and Police report (if applicable);
- Comparison of the reports from the initial **Inventory** and the expert's report at the time of the **Loss**.

10.4. What is not covered?

You are not covered for the following:

- Infractions (other than **theft by forcible entry**);
- Normal **Wear and Tear** of the fixtures and fittings;
- Theft unless by forcible entry and substantiated by a police report;
- Any items owned by the tenant;
- Damage caused either by foreign war or by civil war;
- Damage caused by earthquakes, volcanic eruptions, floods, tidal waves, avalanches, landslides, fire, storm or other catastrophic events;
- Damage or aggravation of damage caused:
 - By weapons or devices intended to explode by modification of the structure of the nucleus of the atom,
 - By any nuclear fuel, radioactive product or waste or by any other source of ionizing radiation and which incur the exclusive responsibility of a nuclear installation operator;
 - By any source of ionizing radiation (in particular any radioisotope) used or intended to be used outside a nuclear installation and of which the Insured or any person to whom he is responsible has the **Property**, custody or use.

- We will not pay for the cost of replacing any undamaged items which form part of a pair, set, suite or any other item of a uniform nature, design or color.

Please refer also to the **General Exclusions** section.

11. What is covered: Reinstatement of Property (Premium plan only)

11.1. Object

We will defend **Your** interests when **You** are confronted with violation of the **Tenancy Agreement** with regards to the reinstatement of the **Property** in the cases described below if they exceed 5,000 EUR subject to the conditions and limitations stipulated in the General Policy Conditions and in the **Policy Schedule**.

In the event of a claim, **We** will take the necessary steps to reach an amicable settlement for **You** and review the steps to be taken with **You**. No proposal will be accepted without **Your** agreement, and **We** will discuss with **You** the steps to take. If, except in the case of extreme urgency, **You** call on a lawyer or an expert directly without **Our** prior consent, this will not be covered by D.A.S.

The guarantee only covers the reinstatement costs in case of a recovery of damage caused by or resulting from:

- Moths, vermin or insects;
- Chewing, scratching, tearing or fouling by domestic pets if they are not allowed in the Tenancy Agreement;
- Removal of debris, trash and dropped belongings (tenant's contents only);
- Crime scene;
- **Suicide or suicide attempt;**
- Death.

In the event of a claim, **We** will cover, up to a maximum of 7,500 EUR (VAT excl.) for Premium Plan:

- The fees and expenses of an expert or technical advisor, ordered by **Us** or **Your** lawyer with our authorization;
- Costs of judicial and extra-judicial proceedings, including alternative dispute resolution (mediation, arbitration, arbitration boards). If **You** choose an **Authorized Professional from our Network**, there is no intervention limit for these fees;
- The fees and expenses of a lawyer or of a person authorised under the law applicable to the proceedings, including the non-recoverable VAT;
- Costs related to a procedure for implementing an enforceable order (note that the costs of the forced eviction itself remain to be borne by the **Policyholder**).

All above expenses will be paid to the service provider directly without **You** having to advance the amount:

- Unless otherwise stipulated in the **Policy Schedule**;
- Unless **You** are subject to VAT. In this case, we do not charge VAT for all or part of **Your** recovery.

If it is possible to recover the fees and expenses of lawyers or experts, **We** reserve the right to do so. **We** subrogate ourselves to **Your** rights towards third parties for the reimbursement of **Our** expenses.

As an insurer covering the costs of the proceedings, **We** are entitled to reimbursement of court costs including legal compensation.

The **Loss** must occur during the **Insurance Period** and within the **Territorial Limits**. Litigation arising from identical, causally related damage claims shall form part of the same claim, irrespective of the number of insured persons or third parties.

Legal protection applies to claims arising after the **Start Date** of the insured guarantees.

If **We** can prove that at the time of conclusion of the contract **You** were or could reasonably have been informed of the facts giving rise to this claim, **Our** benefits will not be acquired and **You** will have to reimburse us for the expenses already advanced in connection with the claim.

The **Loss** is considered to have occurred at the time of the occurrence of the event giving rise to the loss.

11.2. Limitations

The maximum benefit amount the insurer will pay under this **Policy** is equal to 7,500 EUR (VAT excl.) for Premium plan. No **Excess** applies.

Our intervention for reinstatement costs is limited to one claim per **Tenancy Agreement**.

When filing a claim for **Reinstatement** the **Policyholder** will have to provide a copy of the initial inspection report. The absence of which constitutes an exclusion with regard to the **Reinstatement** guarantee. **You** must also provide a copy of the **Inventory** (when applicable). In accordance with the applicable legislation, it has to be concluded within one month of the conclusion of the **Tenancy Agreement** and the **Tenant** must return the **Property** as it has received it, except that which perished or was degraded by **Wear and Tear** or force majeure.

11.3. Your obligations

- All **Losses** must be reported to **Us** within eight (8) weekdays of event or discovery of the event by the landlord;
- All claims must be supported by **Tenancy Agreement**, damage report and police report (if applicable);
- All **Losses** must be supported by a comparison of the reports from the initial **Inventory** and the expert's report at the **time** of the **Loss**.

11.4. What is not covered?

Everything which is not stated in the above section: "What is covered".

Please refer to the General Exclusions section.

12. General Exclusions

The cover does not apply to:

1. All costs incurred:
 - a. in respect of any loss where the time of occurrence starts prior to the Insurance **Start Date**;
 - b. before **Our** acceptance of a claim;
 - c. where **You** fail to give proper instructions in due time to **Us** or to the **Authorised Professional**;
 - d. when **You** fail to comply with **Your** obligations to limit the damage suffered;
 - e. if **You** withdraw instructions from the **Authorised Professional**, fail to respond to the **Authorised Professional** or withdraw from the legal proceedings;
 - f. where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility;
 - g. exceeding the **Claim Limit** in respect of the indemnity, **We** will never indemnify **You** more than the amount of the **Claim Limit** stated in **Your Policy Schedule**;
 - h. where the **Policyholder** should have realised when purchasing this insurance that a claim under this insurance might occur.
2. Any claim which is not related to pursuit breaches arising from the **Tenancy Agreement** regarding the non-payment of the monthly **Rent**, the **Accidental Damage** by the tenants or their authorised guests to the permanent fixtures and fittings or the reinstatement costs of the **Property** in case of extreme tenant's negligence or accidental event
3. Any dispute which is related to pursuit following a breach by **Your** tenant of the obligation of payment of the monthly **Rent** under the **Tenancy Agreement** caused by:
 - a. Radioactive Contamination and Nuclear assemblies' exclusions
 - i. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
 - ii. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 1. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - b. War exclusion
 - i. We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
 - c. Existing and deliberate damage
 - i. occurring before cover starts or arising from an event before cover starts;
 - ii. caused deliberately by **You**;
 - d. Nuclear, Biological and Chemical Contamination Clause
 - i. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;

- ii. Any legal liability of whatsoever nature;
 - iii. Death or injury to any person: directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiobiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event, including steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened or perceived terrorism. Terrorism is defined as any act or acts including but not limited to:
 - 1. the use or threat of force and/or violence; and/or
 - 2. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, in whole or in part, for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.
 - e. Contamination and pollution exclusion: We will not pay for any litigation arising from pollution or contamination, unless caused by a sudden and unexpected accident which can be identified, or by oil leaking from a domestic oil installation at Your home.
 - f. Diminution in value.
 - g. Contractors exclusion: we will not pay for any loss, damage or liability arising out of the activities of contractors. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the property, including where **You** are working in **Your** capacity as a professional tradesman.
 - h. Electronic Data Exclusion: unless **You** have cover for computer attack shown as included in the schedule, we will not pay for loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic data from any cause whatsoever (including but not limited to Computer attack) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. However, in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the policy period to the property insured by the original policy. Should Electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such Electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this insurance does not insure any amount pertaining to the value of such Electronic data to the Insured or any other party, even if such Electronic data cannot be recreated, gathered or assembled.
 - i. Faulty Workmanship Exclusion: we will not pay for: Any loss or damage arising from faulty design, specification, workmanship or materials
 - j. **Wear and Tear** Exclusion: we will not pay for: any loss or damage caused by **Wear and Tear** or any other gradual operating cause
4. Exclusion of **Wear and Tear**: there is no intervention when the damage or loss is caused by normal **Wear and Tear** or another form of slow action.
 5. Any Professional Fees or expenses that can be recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been affected.
 6. Fines, administrative sanctions, amicable settlements in criminal matters and contributions to the Fund for Intentional Acts of Violence.
 7. Acts of gross negligence. In accordance with Article 62 of the Insurance Act of 4 April 2014, we consider, as an Insured, the following acts of negligence on **Your** part as acts for which we do not provide cover: intentional assault and battery, fraud or crookery, theft, acts of violence, assault, vandalism, simple non-payment and any violation of the Regional Housing Code.
 8. Claims where the Insured or their Letting Agent has allowed the tenant into possession of the property prior to:
 - a. the **Tenancy Agreement** having been signed by all parties and registered to the Authorities;
 - b. the rental deposit having been paid.
 9. Any claim where the Insured or their letting agent gave any false or misleading information when they applied for the tenant credit reference or for this insurance cover.
 10. Any legal fees relating to **Your** deliberate and wilful criminal acts or omissions.
 11. Legal Proceedings outside the **Territorial Limits** and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
 12. A dispute which relates to any compensation or amount payable under a contract of insurance.
 13. A dispute arising from or in connection with any Pecuniary Loss **Insurance Contract**.
 14. Claims that arise in connection with a requisition in any form of total or partial occupation of the **Property** by the Police, Military or irregular fighters.

13. Other conditions

13.1. Transfers are not allowed

The **Policy** is not transferable to any subsequent owner of the **Property**.

13.2. The beneficiary

The **Policyholder** is the sole beneficiary of this **Insurance Contract**. In case of the **Policyholder**'s death, the legal successors are the beneficiaries. If it turns out that the beneficiary is not the owner of the **Property**, **We** can delay paying the claim settlement until **We** have the legal owner's written consent or from the person entitled to do so.

13.3. Change in Risk Condition

During the lifetime of the contract, the **Policyholder** is obliged to declare new circumstance or change in circumstances of a nature to cause a significant and sustained increase in the risk of the occurrence of an insured event.

If the risk of an **Insured Event** occurring is increased to such an extent that, had the increased risk existed at the time of concluding the contract, **We** would only have agreed on the insurance under other terms, **We** must propose an amendment to the contract within a period of one month as from the date it becomes aware of the increased risk with effect backdated to the date of the increased risk. If the contract amendment proposal is refused by the **Policyholder**, or if at the end of a period of one month as from the receipt of such proposal the latter has not accepted the proposal, **We** may terminate the contract within fifteen days.

If **We** provide proof that it would in no case have insured the increased risk, it may terminate the contract within a period of one month as from the date it became aware of the increased risk.

If, during the lifetime of the contract, the risk of the **Insured Event** occurring is significantly reduced to such an extent that if the reduction had existed when the contract was concluded the company would have granted the insurance under other terms, it will agree to reduce the **Premium** to the appropriate level as from the date it becomes aware of the reduced risk. If the contracting parties do not agree on the new **Premium** within a period of one month as from the request made by the **Policyholder** for a reduction, the **Policyholder** may terminate the contract.

13.4. Overlapping Insurance

As per Article 99 of the Belgian Insurance Law, if the risk covered by this **Policy** is also covered by any other insurance or warranty, **You** can contact any of them for compensation. **You** will then be indemnified in the limits of their respective obligations.

13.5. Documents

These General Policy Conditions, **Policy Schedule**, **Your** Application and any other written statement made by **You**, or on **Your** behalf, on which **We** or Qover have relied when accepting **Your** policy, shall constitute the entire contract between **You** and **Us**.

13.6. Communication with You

Your Policy documents and related communications will be available to **You** in the QOVER app and/or provided to **You** by email to **Your** nominated email address either as an attachment or as a secure website link. If **You** communicated **Us Your** email address and agree to not receive the documents by post mail, then each electronic communication will be deemed to be received by **You** at the time it leaves **Our** information system.

Qover may record all communication, including phone calls, in order to improve the quality of **Their** services for training purposes or for fraud detection purpose.

13.7. Right of expertise

We reserve the right to have **Your Property** inspected by an expert.

13.8. Reasonable Care Condition

You must take reasonable steps to:

- Prevent or protect against **Loss** or damage;
- Keep **Your Premises** and equipment in good condition and full working order;
- Remedy or defect or any danger that becomes apparent, as soon as possible.

13.9. Conflict of Interest

If a conflict of interest arises between the **You** and the **Us**, **You** may freely choose a lawyer or any other person possessing the qualifications required to defend **Your** interests under the law applicable to the proceedings.

13.10. Fraudulent claims and Misleading information

We take a robust approach to fraud prevention in order to keep **Premium** rates down so that **You** do not have to pay for others' people's dishonesty.

Therefore,

- If **You** have deliberately concealed or deliberately provided incorrect information about the risk, which misled **Us** when assessing the risk, the **Policy** is null and void pursuant to article 59 of the Belgian Insurance Act;
- If **You** fraudulently did not respect **Your** obligations in case of a claim pursuant to articles 74 to 76 of the Belgian Insurance Act;
- If **You** committed any other fraudulent act with the intention to mislead **Us**

relevant **sanctions** may be applied.

In addition, it is mandatory that one of **Our** clerks personally calls **You** in order to understand the circumstances of the **Loss**. **You** will be required to answer a variety of questions and explain accurately and concisely the circumstances of the **Loss**. Furthermore, this call will be recorded, and the recording can be used internally to manage the claim, to detect fraud or for other broader risk profiling measures, in accordance with the **Applicable Data Protection Legislation**.

13.11. Limitation Period

The limitation period of all actions arising from the insurance contract is three (3) years from the date of the event giving rise to the loss.

14. Your additional responsibilities

14.1. Background checks

It is **Your** responsibility to complete all background, identity, credit checks:

1° New tenant or in place for less than 45 days:

- Tenant must present pay slips or other proof of revenues for the last 2 months (if the prospect is a student – parents can be co-liable)
- The monthly **Rent** must be less or equal to 50% of the tenant revenues

2° Tenant already occupying the premises:

- Tenants already occupying the premises for at least six (6) months are also eligible, provided that **You** could prove regular payment at due date over this period.

You will be required to show proof of these at the time of a claim. A claim might be declined if **You** can't provide those proof.

14.2. Register the Tenancy Agreement

It is **Your** responsibility to register the **Tenancy Agreement**. A claim will be declined if it was not duly registered.

15. Payment

You must pay the **Premium** at the moment **You** request a coverage or an amendment (even in case of a deferred **Start Date**). The contract will never start, and no amendment will be effective until **We** have received the payment of the **Premium**.

When adding a payment card to **Your** Qover Profile, the cardholder authorises **Us** to charge the card for monies that may become payable in respect of **Your Insurance Policy/policies**.

Default of payment will be managed in accordance with article 69, 70, 71, 72 and 73 of the Belgian insurance law.

At renewal, payment needs to be paid prior to the due date.

In case of payment default at renewal, the following steps will be followed:

- **We** will send **You** a formal notice either by serving a writ of summons or by registered mail. The formal notice will urge payment of the **Premium** within the term said notice stipulates. This term cannot be shorter than fifteen (15) days from the day following the serving or the day following the deposit of the registered mail;
- The formal notice remains the date the **Premium** is due as well as its amount. It also remains the consequences following non-payment within the stipulated term, the starting point of the term, and provides that suspension of cover or termination of the **Policy** will take effect on the day following the last day of the term, without prejudice to the coverage of an insured event which has previously occurred;
- The suspension or termination of the **Policy** comes into force after expiry of the above-mentioned term;
- If coverage has been suspended, the payment by **You** of **Premiums** ends this suspension;
- If **We** have suspended **Our** obligation to provide coverage we can terminate the **Policy** if such right was reserved in the formal notice. In this case the termination comes into force after expiration of a term that cannot be shorter than fifteen days following the first day of suspension;
- If **We** did not reserve such right in the formal notice to terminate the **Policy**, the termination can only occur through a new formal notice;
- The suspension of the coverage does not detract from **Our** right to claim the **Premiums** due on a later date, on the condition that **You** have been delivered formal. In this case, the delivery of formal notice reminds of the suspension of cover. **Our** right is nevertheless limited to the **Premiums** of two successive years.

15.1. If the Card does not have sufficient funds

It is the cardholder's responsibility to ensure that sufficient funds are available on the card when it is to be charged. The card must have sufficient funds to pay for **Your Insurance Policy/policies** when they are due and payable.

If a charge is rejected, the request for an **Insurance Contract** or an amendment will be denied and therefore **You** would not get any coverage from **Us**. **You** will receive a notification that invites **You** to use another payment solution. The **Insurance Contract** will never start before **We** have received the full payment.

15.2. Charge errors

If the cardholder believes there has been an error in charging the card, the cardholder should contact **Us** as soon as possible so that **We** can resolve their enquiry.

If **We** find that the card has been incorrectly charged, **We** will arrange for the cardholder's Financial Institution to reverse the charge accordingly. **We** will also notify the cardholder in writing of the amount by which the charge to the card has been reversed.

If **We** find that the card has not been incorrectly charged, **We** will provide the cardholder with reasons and copies of any evidence for this finding.

Any enquiries the cardholder may have about an error made in charging the card should be directed to **Us** in the first instance so that **We** can attempt to resolve the matter. If **We** cannot resolve the matter, the cardholder may contact their Financial Institution to complete and lodge a complaint.

15.3. Changes by the Cardholder

The cardholder may change or stop charges to the card at any time by contacting **Us**. **We** must receive this notification at least 15 business days prior to the due date of the next charge to the Card (if applicable).

Alternatively, the cardholder may request a stop or cancellation by contacting their Financial Institution directly.

The cardholder must tell **Us** if they cancel the Card.

15.4. General

Any notice **We** are required to give the cardholder in writing will be sent to the electronic address **You** have nominated in **Your** profile.

We collect the card details in order for **Us** to manage **Your** payments and will keep these details private unless this information is required by **Us** to investigate a claim made on **Us** relating to an alleged incorrect or wrongful charge to the card, or as otherwise required by law. For further information on **Our** privacy and information handling practices please refer to **Our** privacy policy.

The cardholder fully indemnifies **Us** against any losses, costs, damages and liability that **We** suffer as a result of false or incorrect information given to **Us** in connection with the card or anyone authorised to use the card. This indemnity continues after this agreement ends.

15.5. Rate increase – rate decrease

In the event of a rate increase, the **Premium** shall be adjusted on the following annual expiry date in accordance with the new rate. However, **You** want to terminate the contract within 30 days following the notification of the increase. The termination only takes effect on the following annual expiry date. If **You** do not make use of this right to terminate the contract, the new **Premium** is considered to be accepted.

In the event of a rate decrease, **You** shall pay the reduced rate only from the next annual expiry date.

16. Customer care

16.1. Our Obligations

From the time when the coverage applies and within the limits thereof, **We** undertake to:

- Manage the claim in the **Policyholder's** best interests
- Keep the **Policyholder** informed as the claim progresses
- Pay the indemnity as soon as possible
- Treat **You** fairly and professionally

All information about **Your** customer protection is mentioned in **Our** Brochure AssurMiFID, available at www.das.be, at Qover on www.qover.com/terms-policies or upon written request.

17. Overview of the conflict of interests' policy

QOVER SA/NV is an insurance agent conducting business in the European Economic Area and based in Belgium.

QOVER SA/NV is potentially exposed to conflicts of interest resulting from exercising its various activities. Considering that protecting its customers' interests is a key priority, QOVER has developed a general policy to enable its administrators, directors and members of personnel to protect themselves against this risk as much as possible.

D.A.S is an insurance company based in Belgium.

Considering that protecting its customers' interests is a key priority, D.A.S. has developed a general policy to enable its administrators, directors and members of personnel to protect themselves against this risk as much as possible. **You** will

find all relevant information in the Brochure (AssurMiFID Rules of Conduct), available at www.das.be.

A conflict of interest is a conflict that occurs when one or more people or entities have contradictory interests that could result in a potential loss for the customer. Conflict of interest is a complex concept. It can occur between QOVER/D.A.S., its administrators, senior managers, employees, business providers and other service providers and subcontractors on the one hand, and its customers on the other hand, as well as among their shared customers.

Qover SA/NV has identified potential conflicts of interest in all its activities and **You** can find **Our** conflict of interest policy on **Our** website at www.qover.be.

18. Disputes

The **Insurance Contract** is subject to Belgian law. Any dispute relating to the formation, validity, execution, interpretation or termination of this contract is the exclusive jurisdiction of the Belgian Courts.

19. Sanctions endorsement

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

20. Data protection

We undertake to comply with the **Applicable Data Protection Legislation**.

In order to be able to carry out the agreement entered into, **Your** insurer processes **Your** data to analyse the insured risk, to draw up the contract, to manage **Your** policy, to be able to treat **Your** claim.

Furthermore, **Your Personal Data** may also be used by **Your** insurer for internal reporting within the group, statistical studies (e. g. to determine new rates), to monitor the portfolio, to prevent abuse and fraud and for network and IT security purposes. **Your Personal Data** may also be processed in order to develop our commercial relationship (direct marketing). **Your** insurer bases this on a legitimate interest.

You have the right to object to the processing of **Your Personal Data** for direct marketing purposes. **You** also have the right to object to the other processing operations stated in the previous paragraph.

Finally, **Your** data may be processed by **Your** insurer to meet legal obligations.

For the aforementioned reasons only, **Your** details may be transferred by **Your** insurer to a (re)insurer, an expert or a lawyer or subcontractor of D.A.S. The Insured agrees to the **Policyholder** and intermediary having access to the contents of the contract and any exclusions.

We will not transfer **Your Personal Data** to third parties, unless **We** are obliged to do so under EU or Belgian Legislation. We will, if possible in advance and otherwise as quickly as possible, inform **You** of such a mandatory transfer of **Personal Data** to third parties, unless such notification is not allowed.

Your insurer only uses **Your Personal Data** if, and during the period in which, it has a purpose. Once all purposes have been achieved, the data will be deleted, taking into account the statutory limitation periods as well as statutory retention periods.

21. Changes by Us

If **We** change the non-essential conditions of coverage, this will only be done on **Your** next due date. Upon receipt of a change notice, **You** may terminate **Your** Policy if **You** are not satisfied with the changes.