

### **Information on Fortis Bank**

The homeowner's insurance policy is one of the products offered by Fortis Bank SA/NV, Montagne du Parc/Warandeberg 3, B-1000 Brussels, Brussels RPM/RPR (Register of Companies) 0403.199.702, an intermediary registered as an insurance broker (BFIC no. 25.879) in its capacity as the vendor of this service under an exclusive cooperation agreement. This policy is concluded with Fortis Insurance Belgium, Bvd .E.Jacqmain/E. Jacqmainlaan 53, B-1000 Brussels, an insurance company accredited under code number 0079. Fortis Bank and Fortis Insurance Belgium are subject to the supervision of the Banking, Finance and Insurance Commission (BFIC), Rue du Congrès/Congresstraat 12-14, 1000 Brussels.

### **Term of the policy**

The policy has a term of one year. It is tacitly renewable for successive periods of one year unless it is terminated by one of the parties at least three months before the renewal date.

### **Validity**

The features, terms and conditions and other particulars of the policy are subject to change at any time. Unless otherwise specified, the information on these features, terms and conditions and other particulars is therefore only valid on the date on which it is provided.

### **Features of the Homeowner's insurance policy**

#### A. Principal cover provided

1. Fire
2. Building damage - Vandalism
3. Storm damage
4. Natural disasters
5. Water damage
6. Broken windows
7. Lightning and electrical damage
8. Industrial disputes and attacks
9. Consequential loss
10. Third-party liability - building

#### B. Optional cover

1. Theft
2. Legal expenses

#### C. Supplementary cover

1. Extra expense
2. Loss of use
3. Liability
4. Replacement income

#### D. Home assistance

### **Charges for a homeowner's insurance policy**

#### **See the simulation link**

**The premium payment mode must be indicated**

The payment options are:

- bank transfer
- bank direct debit, for monthly or quarterly premiums
- bank direct debit, for six-monthly and annual premiums (a 5% discount on the premium amount: FlexyPay)

### **Values to be insured:**

A. Criteria for determining the values to be insured:

The values to be insured are determined by and under the responsibility of the policyholder. The policyholder can reduce or increase the insured sums at any time to align them to the value as given below.

#### - Building

- 1) The building owned by the *policyholder* must be ensured for its value as new, i.e., the sum required on the date of the claim to rebuild the property with equivalent new materials;
- 2) If the *policyholder* is a tenant or occupant, he must insure the building for its actual market value, i.e., the value as new allowing for wear and tear.

#### - Contents

The *policyholder* determines the value of the contents to be insured, under his own responsibility, on the basis of its value as new, i.e., the cost of replacing the property with new items of the same type and same quality in the event of a claim.

The following items are insured on a different basis.

- 1) Domestic animals: for their market value, i.e., the market price for an animal of the same species disregarding its prize-winning value or sentimental value;
- 2) *Valuables*: insured for their stock market or market value;
- 3) *Automotive vehicles* under 50cc: for their net asset value, i.e., the sum that the insured person would normally receive if he sold the item on the domestic market.

### B. Valuation table

If a claim arises, it is important that the *policyholder* is sufficiently well insured.

We offer a simple valuation table for determining the sums for which your building and contents should be insured based on the surface area of the structures concerned.

The *policyholder* is responsible for calculating the surface area and can alter it at any time to align it to the reality.

Provided the table is applied correctly and the property is insured for the corresponding sums, Fortis Bank will not apply the average rule to these sums in the event of a claim.

If the surface area calculated on the basis of the valuation table is 800 m<sup>2</sup> or less, Fortis Bank will make a settlement covering the damage to the insured building, even if this is greater than the insured sum for that building.

#### 1) Calculating the insured sum for the building

##### Stage 1: Calculation of the surface area

The calculated surface area, including walls, is equal to the total surface of all the rooms in the building, including:

- loft conversions;
- \* covered swimming pools;
- corridors and entrance halls, if the dwelling accounts for the whole of a building.

The following count for just half of their surface area:

- cellars;
  - attics;
  - garages and carports;
  - \* garages owned (maximum of 3) not located at the *address insured* and that are not insured by the *policyholder* under a separate policy;
  - garden sheds, depots, sheds, warehouses, workshops, stables and other appurtenances;
  - \* open-air swimming pool(s);
  - greenhouses and pergolas;
- The following do not need to be taken into consideration:
- ventilation spaces;
  - \* lofts where the height to the roof is less than 2 meters;
  - terraces open to the sky;
  - \* if the dwelling forms part of a building (apartment, bed-sit): the common parts, the cellars and the garages.

#### Stage 2: Calculation of the insured sum

Based on the calculated surface area, the *policyholder* determines the insured sum for the building as follows.

- If the *policyholder* is the owner:
  - of the whole of the building:  
calculated surface area in m<sup>2</sup> x 1.50 EUR x the prevailing *Abex index* (Belgian Association of Surveyors House Construction Price Index);
  - of part of the building (apartment, bed-sit):  
calculated surface area in m<sup>2</sup> x EUR 2.00 x the prevailing *Abex index*.
- If the *policyholder* is the tenant or occupant:
  - of the whole of the building:  
calculated surface area in m<sup>2</sup> x EUR 1.50 x the prevailing *Abex index* x 0.9;
  - of part of the building (apartment, bed-sit):  
calculated surface area in m<sup>2</sup> x EUR 2.00 x the prevailing *Abex index* x 0.9;

#### 2) Determination of the insured sum for the contents

The insured sum is determined by and under the responsibility of the *policyholder* who can increase it or reduce it at any time to align it to the reality.

However, if this sum equates to the minimum sum given in the table below, Fortis Bank will not apply the proportional rule to the insured sum in the event of under insurance.

Calculated surface area  
of the structures

Percentage to be applied to the sum for which the building is insured

Up to and including 400 m<sup>2</sup>: 30%

401-600 m<sup>2</sup>: the insured sum for the contents corresponding to a calculated surface area of 400 m<sup>2</sup> + 25% of the insured sum for a building corresponding to a calculated surface area of over 400 m<sup>2</sup>.

601-800 m<sup>2</sup>: the insured sum for contents corresponding to a calculated surface area of 600 m<sup>2</sup> + 22% of the insured sum for a building corresponding to a calculated surface area of over 600 m<sup>2</sup>.

Over 801 m<sup>2</sup>: the insured sum for contents corresponding to a calculated surface area of 800 m<sup>2</sup> + 15% of the insured sum for a building corresponding to a calculated surface area of over 800 m<sup>2</sup>.

If the *policyholder* only insures the contents under this policy, this percentage is applied to the value to be insured in accordance with point a) above.

If the value of the contents to be insured exceeds the figure determined on the basis of the valuation table, the *policyholder* is required to take out cover for this higher value.

*Link to the General Terms and Conditions for the Homeowner's Insurance policy Version of 01/07/2006, Chapter VI*

### **Governing law**

This policy is governed by the Law of 25 June 1992 on non-marine insurance (Belgian Official Gazette of 20 August 1992).

### **Jurisdiction**

The Belgian courts have sole jurisdiction in the event of a dispute about this cover.

### **Right to cancel**

**In accordance with the provisions of Article 4(2a) of the Law of 25 June 1992 on non-marine insurance, both the policyholder and Fortis Insurance Belgium may cancel the homeowner's insurance policy without penalty and without stating the grounds for this decision. The policyholder has 14 calendar days from the date on which the policy is concluded in which to exercise this right, by notifying Fortis Insurance Belgium, Boulevard Emile Jacqmain/Emile Jacqmainlaan 53, B-1000 Brussels, by registered letter. Cancellation by the policyholder comes into effect on receipt of this notification; cancellation by the insurer comes into effect eight days after notification is sent. Where this is the case, the policyholder may be charged, at the prevailing rates, for any services that have actually been provided. If the policy is not cancelled, the cover will continue in accordance with the terms and conditions given below.**

### **Moreover,**

A. The policy can be terminated by the *policyholder*:

- 1) after a claim, but no more than one month after the claim is settled or rejected;
- 2) if there is a reduction in the peril and no agreement is reached between Fortis Bank and the *policyholder* on a reduction in the premium within one month of a request from the policyholder;
- 3) if Fortis Bank terminates cover under the policy; where this is the case, the *policyholder* has 30 days from receipt of notification in which to terminate the policy as a whole;
- 4) within 30 days of receipt through Fortis Bank of the *presigned policy termination document*; this will come into effect immediately on the notification date.

B. The insurer may terminate the policy:

- 1) after a claim, but no more than one month after the claim is settled or rejected;
- 2) if it notes that there is a real risk of an increased peril as compared with that described or communicated by the *policyholder*:
  - within one month of becoming aware of the true risk, provided it provides proof of the fact that it would not, under any circumstances, have insured the increased risk;
  - within 15 days of the *policyholder* rejecting its proposal to amend the policy or if the policyholder has not consented within one month of receipt of that proposal;
- 3) if the premium is not paid.

### **Remedies**

Without prejudice to any remedy before the courts, all complaints the policyholder may have may be submitted in writing to:

Fortis Bank SA/NV  
Ombudsman Service  
Montagne du Parc/Warandeberg, 3  
B-1000 Brussels

If the policyholder is not satisfied with the solution proposed by the Bank, he may submit the complaint to:

The Insurance Ombudsman  
Square de Meeûs/Meeûsquare, 29  
B-1000 Brussels

### **General Terms and Conditions**

[conditions générales Assurance habitation](#)