

**flora**  
by Ethias



**FLORA CO-TENANT INSURANCE**

# General Terms and Conditions

# Table of contents

<b>1. Introduction</b>	<b>5</b>
<b>2. Who's who?</b>	<b>6</b>
<b>3. What risks are you and the other co-tenants insured against?</b>	<b>7</b>
3.1. Basic coverage	7
3.1.1. Liability insurance	7
3.1.1.1. Liability towards your landlord	7
3.1.1.2. Third-party liability	7
3.1.2. Contents insurance	7
3.2. The optional «Theft and vandalism» coverage	7
3.2.1. For contents	7
3.2.2. On one's person	8
3.2.3. Keys and locks	8
3.3. The optional «Co-tenant Damage» coverage	8
3.3.1. Liability between co-tenants	8
3.3.2. Assistance with conflict management	8
3.3.3. Designated driver (BOB) coverage	9
<b>4. In what circumstances are you and the other co-tenants insured?</b>	<b>10</b>
4.1. Fire	10
4.2. Water	10
4.3. Windstorms and hail	10
4.4. Natural disasters	11
4.5. Broken glass	11
4.6. Electricity	11
4.7. Heating oil	11
4.8. Collective protests by workers	12
4.9. Attacks	12
4.10. Violent accidental impacts	12
<b>5. What supplementary cover does Flora offer?</b>	<b>13</b>
5.1. Damage caused to other persons and their possessions	13
5.2. Damage following minor alterations	13
5.3. Damage caused to co-tenants' possessions following an incident at a neighbour's home (third party)	14
5.4. Emergency assistance	14
5.5. Reimbursement of the additional costs in the event of a covered loss (see point 4)	15
<b>6. Where is the insurance valid?</b>	<b>16</b>

<b>7. In what circumstances are you and the other co-tenants not insured?</b>	<b>17</b>
7.1. For all types of cover	17
7.2. For the optional «Theft and vandalism» coverage	17
7.3. For the optional «Co-tenant Damage» coverage	18
7.3.1. Liability between co-tenants	18
7.3.2. Designated driver (BOB) coverage	18
<b>8. What amount will be paid by Flora in the event of a claim?</b>	<b>19</b>
8.1. Minimum claim amount	19
8.2. Determining the claim amount	19
8.2.1. General rules	19
8.2.2. Special cases	19
8.3. Maximum claim amounts	20
8.3.1. Basic coverage	20
8.3.2. The optional «Theft and vandalism» coverage	20
8.3.3. The optional «Co-tenant Damage» coverage	21
8.3.3.1. Liability between co-tenants	21
8.3.3.2. Assistance with conflict management	21
8.4. Who determines the amount?	21
8.5. Taxes and contributions	22
<b>9. How long will it take for you or your co-tenants to be compensated?</b>	<b>23</b>
9.1. General rule	23
9.2. Special cases	23
<b>10. What are the co-tenants' obligations?</b>	<b>24</b>
10.1. When the contract is signed	24
10.2. During the contract	24
10.3. In the event of a loss	24
<b>11. What happens if you or one of the other co-tenants fail to comply with your obligations?</b>	<b>26</b>
<b>12. Can Flora seek recourse? From whom?</b>	<b>27</b>
12.1. Recourse from third parties	27
12.2. Recourse from persons insured by the contract	27
<b>13. How long does your insurance contract last?</b>	<b>28</b>
<b>14. What do you need to know about your insurance premium?</b>	<b>29</b>
14.1. Premium	29
14.2. Price adjustments	29
14.3. Non-payment of the premiums	29
14.4. Changing the payment method	30
<b>15. How does insurance indexing work?</b>	<b>31</b>
15.1. Indexation of the premium	31
15.2. Indexation in the event of a claim	31
15.2.1. Minimum claim amount	31
15.2.2. Maximum claim amounts	32

<b>16. How do you modify or terminate an insurance contract?</b>	<b>33</b>
16.1. Change of policyholder	33
16.2. Change to one of the other members of the group of co-tenants	33
16.3. Change of address for the group of co-tenants	34
16.3.1. Moving house within Belgium	34
16.3.2. Moving house to an address abroad	34
16.4. What to do if the group of co-tenants breaks up	34
16.5. Termination of the contract at the policyholder's request	34
16.5.1. Termination at renewal date or at any time	34
16.5.2. Special cases	35
16.6. Termination of the contract by Flora	35
16.6.1. General rule	35
16.6.2. Special cases	36
<b>17. What else do the co-tenants need to know?</b>	<b>37</b>
17.1. Legal texts and competent courts	37
17.2. Supervisory authorities	37
17.3. Complaint management	37
17.4. Communication methods and languages	38
17.4.1. Communication methods	38
17.4.2. Communication languages	38

# 1. Introduction

## Flora co-tenant insurance

This insurance covers the home you live in as a group of co-tenants for the risks described below.

To make things clearer, this document explains the general terms and conditions of the contract in a Q&A format. This document constitutes the insurance contract along with the special terms and conditions. If conditions are different, the special terms and conditions take precedence.

Since Flora is a 100% digital insurer, most of our communication will be through the app or by e-mail. The group of co-tenants can also use the app to submit a claim.

**If you have any questions, contact us directly using the Flora mobile app or our website. Everything there is clear and easy to understand.**

## 2. Who's who?

### **The group of co-tenants:**

The whole group, consisting of at least two adults who are not related to each other, who rent accommodation together. In this home, each person must have access to private areas as well as to communal areas accessible to everyone. You are not considered a co-tenant if you live with your partner, your child or an immediate relation (your father, mother, brother, sister etc.).

### **The policyholder:**

The person who agrees to sign the insurance contract and takes on all the rights and obligations relating to it on behalf of the entire group of co-tenants (for example: paying the premiums, submitting claims, adding or subtracting options etc.).

### **The co-tenants:**

The members of the group of co-tenants. Each member must be explicitly included in the lease contract, the special terms and conditions of the contract and the Flora mobile app.

### **The insured person(s):**

- The policyholder and the members of the group of co-tenants who live under the same roof;
- Any domestic staff, when they are working for one or more members of the group of co-tenants for private purposes.

### **The insurer:**

Flora, <https://flora.insure>, brand of Ethias SA, voie Gisèle Halimi 10 - 4000 Liège.

### **The 24/7 emergency assistance service if the home you share as a group of co-tenants becomes temporarily uninhabitable:**

IMA BENELUX,

Parc d'Affaires Zénobe Gramme, Square des Conduites d'eau 11-12, 4020 Liège, on behalf of Ethias S.A.

# 3. What risks are you and the other co-tenants insured against?

## 3.1. Basic coverage

When an event listed in point 4 occurs, Flora covers:

### 3.1.1. Liability insurance

#### 3.1.1.1. Liability towards your landlord

We cover tenant liabilities for all the members of the group of co-tenants for accidental damage caused to the home where they live as a group of co-tenants.

#### 3.1.1.2. Third-party liability

We also cover any accidental damage that may be caused to neighbouring homes (third parties) in the event of a covered loss that originates in the home of the insured group of co-tenants.

### 3.1.2. Contents insurance

This insurance covers material damage caused to the co-tenants' possessions, whether they are privately owned or shared by the group of co-tenants. Flora also covers damage to guests' possessions and pets belonging to the group of co-tenants.

## 3.2. The optional «Theft and vandalism» coverage

If the group of co-tenants signs up for this option after consulting all the co-tenants, Flora will intervene in the event of vandalism, theft or attempted theft.

### 3.2.1. For contents

Reimbursement for co-tenants' possessions that were damaged or stolen as a result of a theft, attempted theft or acts of vandalism, even if these possessions were partly and temporarily moved to other buildings in Belgium or abroad, provided that a burglary occurred.

### 3.2.2. On one's person

Reimbursement for co-tenants' possessions that were damaged or stolen as a result of a theft committed with violence or threats against a co-tenant's person when they were travelling on foot or in a vehicle. This cover applies anywhere in the world.

### 3.2.3. Keys and locks

Following a theft or attempted theft in the home of the group of co-tenants or a theft or loss of keys: replacement of locks and keys as well as digital recoding of remote controls when the address of the group of co-tenants can be identified and the doors in question grant direct access to the insured home.

## 3.3. The optional «Co-tenant Damage» coverage

If the group of co-tenants signs up for this option after consulting all the co-tenants, Flora will intervene in the situations described below.

### 3.3.1. Liability between co-tenants

Flora covers the civil liability of the co-tenants in the event of damage caused to another member of the group of co-tenants as a result of living together, suffered at the address that is insured by the contract (articles 1382–1385 and 1386 bis of the Civil Code).

In other words, Flora covers:

- reimbursement for a co-tenant's possessions that are accidentally damaged by another co-tenant, even if they were made available to the group of co-tenants;
- compensation for physical injury that a co-tenant accidentally inflicts on another co-tenant.

### 3.3.2. Assistance with conflict management

In the event of a conflict within the group of co-tenants, Flora offers free assistance from a mediator in the following cases:

- non-payment of the rent or shared costs by one of the co-tenants;
- management of the arrival of a spouse, child or pet in the group of co-tenants who is not included in the contract;
- disagreement when looking for a new co-tenant;
- designation of or change to the policyholder for the contract;
- failure to do household chores;
- excessive noise and behaviour that disrupts life in the shared home;
- refund of the proportional share of the deposit on the home when leaving the group of co-tenants;
- conflict between co-tenants with regard to the signing or fulfilment of a utilities contract (internet, electricity, water etc.);
- designation of an independent assessor in the event of a dispute with Flora over the determination of the amount to be paid in the event of a claim.

### **3.3.3. Designated driver (BOB) coverage**

If one co-tenant has gone out in their car and is no longer able to drive because of alcoholic intoxication or a similar state, the co-tenant who takes the wheel to return the intoxicated co-tenant to the address of the group of co-tenants will be covered for material damage caused to the vehicle in the event of an accident for which they are liable.

## 4. In what circumstances are you and the other co-tenants insured?

Each of the co-tenants is insured for liability and home contents in the following events:

### 4.1. Fire

Damage caused by fire resulting from a blaze, combustion without flames, smoke or soot, or damage due to an explosion.

### 4.2. Water

Damage resulting from leakage, overflowing, infiltration or backflow of water and the damage caused by dry rot.

**Exclusions and limitations:**

- damage to any of the elements composing the roof, including gutters and cornices;
- damage caused by condensation, rising damp or flank diffusion;
- damage resulting from leaking or overflowing water whose direct source is not a water system in the home of the group of co-tenants;
- the value of the leaked liquid;
- damage due to a failure to maintain the heating or water systems in the building. All the co-tenants are obliged to maintain these systems and to make the necessary repairs and replacements or to inform the landlord if these repairs are the landlord's responsibility.

### 4.3. Windstorms and hail

**Damage caused by:**

- windstorms of more than 80 km/h or violent winds affecting several homes within a range of 10 kilometres;
- hailstorms;
- the pressure or movement of a quantity of compact snow or ice.

**Exclusions and limitations:**

- In the event of windstorms: damage to possessions located outside the home that are not securely fixed to the dwelling or anchored to the ground.

## 4.4. Natural disasters

Damage caused by natural disasters such as an earthquake, flood, subsidence or landslide, overflowing or backflow from public sewers.

### **Exclusions and limitations:**

- damage to possessions located outside the home that are not securely fixed to the dwelling or anchored to the ground;
- damage to structures that can easily be moved or dismantled, those that are dilapidated or being demolished, and any contents they may have, if these structures do not constitute the main accommodation for the group of co-tenants;
- damage to transported possessions;
- damage to possessions whose repair is organised by specific laws or international conventions;
- limited to a maximum of €2,500.00 for damage to garden sheds or storage and their contents, as well as plants, fencing and hedges;
- conditions of compensation in the event of natural disasters: we cover expenditure under the conditions set down in article 130 § 2 of the Insurance Act of 4 April 2014.

## 4.5. Broken glass

Damage caused by breakages or cracks in the following elements: windows, mirrors, sanitary fixtures, glass partitions, glass doors, cooking stoves, glass furnishings, aquaria, greenhouses, television screens and computers intended to remain in place in the rented home.

### **Exclusions and limitations:**

- scratches and chips;
- broken screens on smartphones, tablets or laptop computers;
- broken objects made of glass or plastic not in the form of a pane;
- limited to a maximum of two interventions per year for broken screens on televisions and computers intended to remain in place in the rented home.

## 4.6. Electricity

Damage following an electrical problem or lightning.

## 4.7. Heating oil

Damage resulting from overflowing or leaking heating oil from the heating system or the tank of the rented home or a neighbouring home.

### **Exclusions and limitations:**

- damage coming from a tank that is not connected to the heating system;
- damage due to a failure to maintain the tank. All the co-tenants are obliged to maintain these installations and to make the necessary repairs and replacements or to inform the landlord if

these repairs are the landlord's responsibility;

- costs associated with repairing or replacing the tank;
- limited to a maximum of €10,000.00 for the costs of remediation of polluted soil, in accordance with the minimum standards of the legal provisions;
- limited to a maximum of €1,000.00 for the value of the leaked heating oil.

## 4.8. Collective protests by workers

Damage resulting from collective protests by workers such as strikes, demonstrations or assemblies, or resulting from measures taken by the authorities to safeguard and protect property during these events.

### **Exclusions and limitations:**

- This coverage can be suspended by a ministerial decree. The suspension will begin seven days after notification of this decision.

## 4.9. Attacks

Damage caused by any form of riots, popular uprisings or acts of terrorism or sabotage, as well as the damage resulting from measures taken by the authorities to safeguard and protect property during these events.

### **Exclusions and limitations:**

- This coverage can be suspended by a ministerial decree. The suspension will begin seven days after notification of this decision.

## 4.10. Violent accidental impacts

Material damage to your home contents or possessions due to a violent and accidental impact caused by a land, air or space vehicle or lifting equipment and their loads, by the collapse of parts of neighbouring buildings, by meteorites or by falling trees or pylons.

### **Exclusions and limitations:**

- Damage caused by land vehicles belonging to members of the group of co-tenants or vehicles that have been entrusted to one of them.

# 5. What supplementary cover does Flora offer?

## 5.1. Damage caused to other persons and their possessions

Damage caused to persons other than the landlord or co-tenants:

- by the co-tenants' home contents (for example: a flowerpot belonging to a co-tenant falls onto the neighbours' property and damages one of their possessions);
- by part of the rented home or by the surrounding land and pavements (for example: someone is injured when they slip on a pavement that has not been cleared of snow).

### **Exclusions and limitations:**

- damage caused by any construction, demolition or conversion work;
- damage caused by a shortcoming or defect known of before the rental began;
- damage caused due to the use of equipment intended for professional use only;
- damage to the home rented by the group of co-tenants, the co-tenants' possessions or the possessions entrusted to them;
- damage caused to a third party with whom one or more members of the group of co-tenants have a contractual relationship.

## 5.2. Damage following minor alterations

Accidental damage to the home shared by the group of co-tenants or neighbouring homes due to minor, decorative alterations carried out by one of the co-tenants.

### **Exclusions and limitations:**

- damage caused by any construction, demolition or conversion work;
- damage caused by a shortcoming or defect known of before the lease contract was signed;
- damage caused by the use of equipment intended for professional use only;
- scratches, stains, dents;
- cosmetic damage;
- limited to coverage of the damage up to a maximum of €5,000.00.

### 5.3. Damage caused to co-tenants' possessions following an incident at a neighbour's home (third party)

Flora intervenes for damage caused to any possessions of the group of co-tenants by:

- relief efforts or any means of extinguishing, preservation or rescue;
- demolition or destruction works ordered to stop the damage from progressing;
- collapses resulting directly from the damage;
- fermentation or spontaneous combustion followed by a fire or explosion.

### 5.4. Emergency assistance

If the home included in the contract is temporarily uninhabitable or its contents are temporarily unusable as a result of a covered loss (see point 4) suffered in Belgium:

Through IMA, Flora organises the following for all co-tenants and takes care of:

- sending a representative to the site of the loss;
- processing and rehousing the members of the group of co-tenants for a maximum of seven days in a three-star hotel with breakfast included, excluding other meals, drinks and other services offered by the hotel, provided that the damaged home is their main residence. Flora reserves the right to group the co-tenants in one room or residence;
- surveillance of the damaged building for a maximum of three days;
- the provision of a category B replacement vehicle for the entire group of co-tenants for a maximum of five days if one of the co-tenants' vehicles is unusable as a result of damage;
- the repatriation of a member of the group of co-tenants designated in consultation with the entire group of co-tenants if the co-tenants' home is temporarily unoccupied (e.g. for holidays or work). In this case, the vehicle may also be repatriated.

It is obligatory for these services to be organised by Flora through IMA. If this is not the case, no intervention can be claimed from us at a later date.

As regards:

- the storage and movement of insured possessions within the same location in order to avoid exacerbating the loss or causing a new loss;
- domestic help for a co-tenant who requires hospitalisation (for the upkeep of that co-tenant's part of the home and washing or ironing their clothes) up to a maximum amount of €1,200.00.

Flora can organise these services for the group of co-tenants or simply provide compensation for the costs incurred.

If all the conditions of intervention are met, Flora can also pay an advance within 15 days to allow the group of co-tenants to meet the initial costs connected with this loss.

## 5.5. Reimbursement of the additional costs in the event of a covered loss (see point 4)

Flora will intervene, provided that supporting documents are provided, for the costs:

- requested by Flora or incurred by one of the members of the group of co-tenants in order to prevent or mitigate the loss in the event of imminent danger;
- of rescue and storage;
- of excavation and demolition required for the reconstruction or rebuilding of insured property;
- of restoration of the garden up to a maximum of €10,700.00, except in the case of a natural disaster (see point 4.4);
- of the funeral of an insured person who dies in a disaster or due to the direct effects of that disaster within a period of 365 days. Compensation is limited to €12,800.00 per claim.

## 6. Where is the insurance valid?

The co-tenants are covered for liability and home contents at the main residence of the group of co-tenants, located at the address indicated in the special terms and conditions of the contract, and also:

- For liability:
  - in short-term residences anywhere in the world (for a maximum duration of 90 days per year);
  - in rooms/marquees located in Belgium whose rental price is no more than €1,500.00.
- For the home contents of the group of co-tenants moved partially and temporarily anywhere in the world, except for lawn tractors, mopeds with an engine capacity below 50 cc and contents located in a secondary residence.

# 7. In what circumstances are you and the other co-tenants not insured?

## 7.1. For all types of cover

For all types of cover, the co-tenants are never insured for damage:

- whose cause predates the date when the insurance took effect;
- caused intentionally;
- to the home of the group of co-tenants or a part thereof that becomes ruined or abandoned. This also applies to its contents, except in the case of a natural disaster if it constitutes the principal residence;
- to the home of the group of co-tenants if it is of an exceptional nature (for example: listed buildings, indoor swimming pools, annexes with a surface area of more than 50 m<sup>2</sup> or an upper storey, homes with lifts, homes with more than 15 rooms etc.), and the contents of this home;
- linked directly or indirectly to events such as war, the invasion of a foreign army, martial law, a state of siege, requisition in any form or total or partial occupation of the insured property by a military force, police or fighters;
- linked to events producing radioactivity, nuclear energy or ionising rays;
- caused by asbestos;
- inflicted on the home of the group of co-tenants as a result of the use of an item of furniture or piece of equipment intended for professional use only;
- to software, archives, plans and models as well as the costs of the reconstitution or restoration of documents or information;
- to aircraft, boats, caravans or motorised vehicles with an engine capacity of more than 50 cc;
- caused to raw materials and supplies intended for the embellishment of the rented property;
- to the contents of the home of the group of co-tenants intended for exclusively professional use.

## 7.2. For the optional «Theft and vandalism» coverage

The co-tenants are never insured in the event of vandalism, theft or attempted theft:

- in private garages or cellars located at an address other than the address of the property indicated in the special terms and conditions;
- without burglary in the communal areas of a building, the garages and cellars located at the address of the rented property;
- without burglary in structures, whether or not they are adjoining, that have no direct access to the rented property;
- committed by or with the complicity of one or more members of the group of co-tenants or one or more guests or sub-letters/occupants of the shared home;

- of motorised vehicles capable of travelling at more than 25 km/h or trailers and their fixed accessories;
- in abandoned buildings;
- of possessions belonging to the group of co-tenants located outdoors;
- of an animal.

## 7.3. For the optional «Co-tenant Damage» coverage

### 7.3.1. Liability between co-tenants

The co-tenants are never insured against:

- cosmetic damage such as stains, scratches, scuffing, dents or mismatching;
- material or bodily harm caused between people in the sub-households of the group of co-tenants (for example: a child who injures their mother, injury caused by married couples to each other etc.);
- material or bodily harm caused at an address other than the home address of the group of co-tenants;
- damage to entrusted possessions that belong to someone outside the group of co-tenants.

### 7.3.2. Designated driver (BOB) coverage

Flora will not intervene for material damage to the damaged vehicle if:

- the co-tenant who took the wheel was not responsible for the accident;
- the vehicle has comprehensive insurance;
- the co-tenant who took the wheel was in a state of alcoholic intoxication or a similar state;
- the co-tenant who took the wheel did not have a valid driving licence at the time of the accident or did not meet the legal conditions for driving the vehicle that suffered a loss.

# 8. What amount will be paid by Flora in the event of a claim?

## 8.1. Minimum claim amount

Flora only intervenes when the cost of the damage is estimated at more than €250.00. This figure evolves according to the index of consumer prices (see point 15.2.1).

## 8.2. Determining the claim amount

### 8.2.1. General rules

In the liability insurance, including the «Co-tenant Damage» option, Flora will compensate the victim on the basis of real value. Specifically:

- In the event of material damage, the compensation will correspond to the price of an identical or similar item of the same quality if it were to be purchased today, minus the estimated depreciation based on the age and state of the item before the loss;
- In the event of bodily harm, the compensation will be determined on the basis of the extent of the injury suffered and within the limits of the coverage specified in point 8.3 below.

In the contents insurance, compensation will be based on the replacement value of items. Specifically, the compensation will correspond to the price of an identical or similar item of the same quality if it were to be purchased today. However, if Flora estimates the depreciation at more than 30% on the basis of the age and use of the item, we will only deduct the amount of wear and tear that exceeds 30%. For example, if the depreciation of a sofa is estimated at 40%, we will deduct 10% (40% - 30%) of the replacement value of the sofa.

### 8.2.2. Special cases

- For electrical and electronic devices and systems, if they cannot be repaired, compensation will equal their replacement value and no wear and tear will be deducted. Specifically, the compensation will correspond to the price of an identical or similar item of the same quality if it were to be purchased today. However, if the device can be repaired, the compensation will be based on the invoice amount for repairs, not exceeding the replacement value.
- In the event of damage to part of the insured possession and not to the entire item, Flora will only compensate the cost of repairing the damaged part.
- In the event of a natural disaster, if the calculated depreciation is greater than 30%, this will be deducted in full from the compensation.
- With regard to possible damage to plants, Flora will calculate the compensation on the basis of the replacement of these plants with young plants of the same type.

- In the event of a loss that causes cosmetic damage, Flora will not intervene for the loss in value that insured possessions not subject to loss may have suffered. For example, we will not replace the entire living room suite if only a one-seater armchair is damaged.
- With regard to the designated driver (BOB) coverage, in the event of damage to a vehicle, Flora reserves the right to call upon an expert to assess the amount of compensation. This expert will also determine whether the damaged vehicle is a write-off if:
  - the vehicle cannot be repaired;
  - the costs of repair (including non-recoverable VAT) are greater or equal to the real value of the vehicle on the day of the loss (including non-recoverable VAT), minus the value of the scrap.
 If the vehicle is declared a write-off, compensation will be based on the real value of the vehicle on the day of the loss. If, on the contrary, the vehicle can be repaired, Flora will provide compensation based on the expert's report or, if no expert is involved, on the basis of evidence.

## 8.3. Maximum claim amounts

### 8.3.1. Basic coverage

- For accidental damage caused to the home and possible repercussions on neighbouring homes:
  - the maximum claim amount is fixed at €26,550,000.00 for bodily harm, with no excess;
  - the maximum claim amount is fixed at €5,310,000.00 for material damage.
- These two upper limits evolve according to the index of consumer prices. The reference index used to calculate them is the index of February 2020, which is 256.24 (base in 1981 = 100). For more information on this topic, please see the question «How does insurance indexing work?».
- For damage to the possessions of the entire group of co-tenants: a maximum limit per claim is set at:
  - €25,000.00 for an apartment;
  - €35,000.00 for a house with 2 or 3 exterior walls;
  - €50,000.00 for a house with 4 exterior walls.
- For each item or collection (a group of items), the maximum is set at €8,550.00.

### 8.3.2. The optional «Theft and vandalism» coverage

Depending on the items that have been stolen or vandalised, Flora applies the following intervention limits per claim:

- jewellery: maximum €2,200.00;
- watches: maximum €1,200.00;
- valuables (cash, bank cards, securities, unmounted gemstones and precious metals, cheques): maximum €600.00;
- theft with violence from a person or from their vehicle: maximum €4,400.00;
- house contents moved partially and temporarily: maximum €4,400.00;
- theft from locked cellars or garages when the rented property is part of an apartment building: maximum €1,200.00;

- theft with burglary from adjacent or non-adjacent locked structures, with no direct access to the rented building: maximum €1,200.00;
- replacement of remote controls and digital recoding: maximum €500.00;
- per item or per collection (group of items): maximum €8,550.00.

Finally, a maximum amount per claim is set at:

- €25,000.00 for an apartment;
- €35,000.00 for a house with 2 or 3 exterior walls;
- €50,000.00 for a house with 4 exterior walls.

### 8.3.3. The optional «Co-tenant Damage» coverage

#### 8.3.3.1. Liability between co-tenants

For accidental damage caused by a co-tenant to another co-tenant, Flora applies the following intervention limits:

- €30,000.00 for bodily harm, with no excess;
- €5,000.00 for material damage, with no excess.

These two upper limits evolve according to the index of consumer prices.

The reference index used to calculate them is the index of February 2020, which is 256.24 (base in 1981 = 100). For more information on this topic, please see the question «How does insurance indexing work?».

#### 8.3.3.2. Assistance with conflict management

The costs of assistance provided in the event of a conflict within the group of co-tenants are capped at a maximum amount of €1,500.00.

This amount evolves according to the index of consumer prices.

The reference index used to calculate them is the index of February 2020, which is 256.24 (base in 1981 = 100). For more information on this topic, please see the question «How does insurance indexing work?».

## 8.4. Who determines the amount?

Flora determines the amount to be paid in the event of a claim with all the parties concerned. If we do not reach an agreement, the co-tenants to be compensated are free to choose an expert who will determine the amount of damage in consultation with us.

If we still cannot reach an agreement, Flora's expert and the expert chosen freely will designate a third expert. The definitive decision on the amount of compensation will be put to a majority vote, and the compensation will be granted on this basis.

The costs and fees of the freely chosen expert and the third expert will be advanced by Flora. However, these costs and fees will remain payable by the party whose evaluation of the damage is ultimately rejected.

## 8.5. Taxes and contributions

The amount paid in the event of a claim includes taxes and contributions as long as proof of payment of these can be provided and no tax deduction or refund is possible.

The tax charged on the compensation is to be borne by the beneficiary.

# 9. How long will it take for you or your co-tenants to be compensated?

## 9.1. General rule

Flora is committed to making every effort to pay the amount due in the week following that in which evidence of the costs is sent or, in any case, within 30 days following the conclusion of the assessment or determination of damage. However, if this period of 30 days cannot be adhered to for reasons beyond its control, Flora will inform the policyholder.

The assessment or determination of the amount of damage must be concluded within 90 days of the date on which the policyholder informs us of the appointment of an expert.

The proportion of the compensation that is not paid out within this period will have double the amount of legal interest added for each day that this period is exceeded, unless Flora can prove that it is not responsible for the delay.

## 9.2. Special cases

- If the co-tenants have not fulfilled all the obligations set out in the insurance contract, the periods will not begin until the day on which the persons in question have complied with their obligations.
- In the event of theft or suspected fraud, Flora may ask for a copy of the investigation file and has 30 days to inform the policyholder of this. Once the conclusions of the investigation file have been received and the amount of damage has been established, Flora has 30 days to pay the compensation, unless any of the co-tenants or beneficiaries are subject to criminal proceedings.
- If the loss is due to a «natural disaster», the periods can be extended by a decision by the Minister of Economic Affairs.

# 10. What are the co-tenants' obligations?

## 10.1. When the contract is signed

The policyholder needs to provide us with precise information about the situation of the group of co-tenants (type of home, address, amount of rent, number of bedrooms, full names of all the co-tenants).

## 10.2. During the contract

The policyholder must:

- pay the premium;
- notify us of all changes to the situation of the group of co-tenants, including changes of co-tenants, in the Flora app.

All the co-tenants must:

- maintain the heating and water systems in the building as well as the heating oil tank.

## 10.3. In the event of a loss

The policyholder must report the loss using the Flora mobile app. They will be asked about the points listed below:

- all losses must be reported within 30 days of the date of their occurrence, stating the place, date and causes of the loss;
- in the event of a loss relating to «Theft and Vandalism», the facts must be reported to the police within 24 hours, giving details of the items stolen, and all the necessary security measures must be taken: blocking cards, stopping payments, contacting the relevant organisations;
- in the event of a loss relating to «Co-tenant Damage» involving a co-tenant as a designated driver, a complaint must be filed with the police, unless another party is involved and an accident report can be drawn up amicably;
- the exact details must be provided, with a detailed and quantified report of the damage;
- all documents, evidence or information likely to help in the context of the claim must be provided within 48 hours of it being received;
- Flora must be informed if other insurance policies taken out by any of the co-tenants may intervene for the loss suffered.

In the event of a loss relating to «Co-tenant Damage», the policyholder must report the loss using the Flora app. If the latter refuses to report the loss, presumably because they are responsible for the damage, the co-tenant who has suffered the loss must submit their request by e-mail to the address [claims@flora.insure](mailto:claims@flora.insure).

All the co-tenants must:

- take every suitable measure to prevent and mitigate the consequences of the loss;
- make the damaged items available to us. If the claim relates to a dead animal, its remains must be stored for 48 hours after we have been informed of its death. An autopsy may be requested;
- refrain from making changes that would make it impossible or more difficult to determine the causes of the loss or to estimate the damage;
- contact us before taking measures likely to incur costs;
- refrain from action limiting our legal right to recoup the compensation paid from a liable third party;
- refrain from any admission of liability, any payment or promise of compensation to anyone; carrying out first aid or initial efforts to rescue possessions, or simply explaining the facts, does not count as an admission of liability;
- appear at hearings and take procedural actions that we may request if necessary;
- store the insured items even if they are damaged, in order to permit us to determine the amount of compensation. Flora also retains the right to take back damaged items for which compensation has been paid;
- contact us within 45 days if the stolen items are recovered. If this happens before Flora has paid the compensation, the recovered items must be taken back and Flora will only cover any costs of repair that may be incurred. If Flora has already intervened, a choice may be made between returning the recovered items to us and keeping the compensation received, or keeping these items and refunding the compensation, deducting any repair costs that may have been incurred.

# **11. What happens if you or one of the other co-tenants fail to comply with your obligations?**

Depending on the type of obligation that the co-tenants have not complied with, and in accordance with the law, Flora may choose not to intervene or to reduce the compensation provided by an amount equal to the cost of the consequences of failing to comply with these obligations. In the event of fraudulent intent, we will not intervene and we will recover the compensation paid as well as the costs of managing the file.

Failure to meet a deadline is not considered to be non-compliance as long as the co-tenants have reacted as quickly as possible.

# 12. Can Flora seek recourse? From whom?

## 12.1. Recourse from third parties

Flora stands in for the co-tenants and their rights (this is called subrogation) to recover from the persons liable for the loss all or some of the compensation it has paid or advanced. So it is important that you do not waive the right of recourse in any way without our permission.

However, Flora will never seek recourse against:

- any of the members of the group of co-tenants, its guests or its domestic staff;
- the co-tenants' descendants, ancestors, spouses or direct relatives (brothers and sisters) by marriage;
- the owner of the home of the group of co-tenants if a clause waiving the right of recourse is included in the lease contract to the owner's benefit.

However, Flora will regain the right to seek reimbursement from the aforementioned persons if they act with malicious intent or if their liability is covered by an insurance contract.

## 12.2. Recourse from persons insured by the contract

Given that tenant liability insurance is compulsory, it may be that the law obliges Flora to compensate the victim even if the insurance contract states that all the members of the group of co-tenants are theoretically excluded from the insurance cover. If this is the case, Flora reserves the right to seek recourse (right of recourse) from the policyholder and, if appropriate, from another person insured by the contract (see point 2).

# 13. How long does your insurance contract last?

The co-tenant insurance contract with Flora is signed for a duration of one year.

This contract is automatically renewed on the anniversary date each year (this information is included under the term «annual renewal date» in the special terms and conditions) for successive periods of one year, unless it is terminated by one of the parties in accordance with the terms and timeframes outlined in sections 16.5.1 and 16.6.1.

When an insurance contract ends, it always does so at midnight.

# 14. What do you need to know about your insurance premium?

## 14.1. Premium

The premium is the sum of money, including taxes and contributions, that the policyholder must pay to benefit from the coverage provided for in the insurance contract. In a co-tenancy context, Flora charges a single amount for the entire group of co-tenants, and it is up to the policyholder to settle it.

This is an annual premium, but Flora will collect it automatically in advance every month via the payment method that the policyholder indicates when signing the contract.

## 14.2. Price adjustments

If Flora decides to change its prices, it must always notify the policyholder. The new price will apply from the next anniversary date of the contract.

If the policyholder does not agree with the new price, he/she has the right to terminate the insurance contract in the three months following the notification. Once Flora has received the request to terminate the contract, this termination will be processed and the contract will be terminated no earlier than the date the new price comes into effect.

## 14.3. Non-payment of the premiums

If the policyholder does not pay the premium, i.e. we are unable to collect the monthly amount of the premium via the payment method provided when the contract was signed, a system of reminders is initiated. Reminders are issued by means of notifications in the mobile app and by sending e-mails to the policyholder. In this series of messages, we explain the consequences of non-payment and inform the policyholder of the timeframe they have to rectify the situation. If, after this series of reminders, the premium has still not been paid, Flora will proceed to suspend the coverage and then, if necessary, to terminate the insurance contract by means of a registered message, with the result that none of the co-tenants will be covered.

A fixed fee of €10.00 will be charged for each registered message that Flora sends regarding the non-payment of the premium.

If Flora is obliged to entrust a third party with debt recovery, compensation equivalent to 10% of the amount due, with a minimum of €10.00 and a maximum of €100.00, will be claimed.

## 14.4. Changing the payment method

The policyholder can change the payment method previously chosen in the Flora app. All the information and procedures you need to make the change, as well as the other payment methods available, can be found in the app.

# 15. How does insurance indexing work?

The insured capital and minimum and maximum claim amounts are automatically submitted to the principle of indexation. That means that, for a given day, these amounts are calculated on the basis of the value of the index on that day, and they will follow the evolution of the index over time.

## 15.1. Indexation of the premium

When an insurance contract is signed for the group of co-tenants, the insured capital is established using the ABEX index that applies to this period and stated in the special terms and conditions. This index is drawn up every six months by the Belgian Association of Assessors (ABEX) and tells us about the evolution of construction costs.

On every anniversary of your contract, the insured capital will be revalued on the basis of the new index. The insurance premium will be adjusted accordingly.

*Amount x ABEX index applicable when the contract is renewed*

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*ABEX index applicable when the contract was signed*

## 15.2. Indexation in the event of a claim

### 15.2.1. Minimum claim amount

This figure amounts to €250.00 and evolves according to the index of consumer prices. This index is set each month by the Minister of Economic Affairs and reflects changes in the prices of a certain number of services and consumer goods.

In this document, the reference consumer price index is the index of February 2020, which is 256.24 (base in 1981 = 100). In the event of a claim, the index applied will be the one for the month before the one in which the loss occurred.

*Minimum claim amount x Index applicable in the month before the loss*

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256.24

## 15.2.2. Maximum claim amounts

Unless stated otherwise in this document, the maximum claim amounts are linked to the ABEX index.

In this document, the reference index is ABEX index 833 as applicable for the period from 01/01/2020 to 30/06/2020. In the event of a claim, the index applied will be the one for the day on which the loss occurred.

*Maximum claim amount x Index applicable on the day of the loss*

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833

# 16. How do you modify or terminate an insurance contract?

## 16.1. Change of policyholder

If the group of co-tenants decide to appoint a new policyholder after discussion with all the co-tenants, the current policyholder must log into the mobile app to select the co-tenant who will take on all the rights and obligations for the entire group of co-tenants in the future. The designated co-tenant will then receive a notification, which they must accept. Until Flora has validated the new policyholder, the policyholder mentioned in the special terms and conditions will remain solely responsible for fulfilling the obligations connected with the contract.

Once Flora has made the change, the new policyholder must register a payment method to pay the premium.

Before allowing you to access the «change of policyholder» function, Flora reserves the right to verify the payment of premiums and, if necessary, it will demand any outstanding payments before authorising the transfer request.

If, for any reason, the current policyholder is unable to make the change personally (for example: in the event of their death), one of the co-tenants may contact us either using the Flora app or by e-mail to the address [support@flora.insure](mailto:support@flora.insure). We will contact that person to manage the administrative processes with them.

## 16.2. Change to one of the other members of the group of co-tenants

If the composition of the group of co-tenants changes, the policyholder must inform us as soon as possible so that Flora can change the insurance contract to take account of the co-tenants' new situation. This update can be carried out immediately and easily by the policyholder in the Flora app.

## 16.3. Change of address for the group of co-tenants

### 16.3.1. Moving house within Belgium

If the entire group of co-tenants moves to a different shared home at another address in Belgium, the policyholder must inform us as soon as possible so that Flora can change the insurance contract to take account of the co-tenants' new situation. This update can be carried out immediately and easily by the policyholder in the Flora app.

In this case, Flora will insure each co-tenant for tenant liability and home contents at both addresses for a maximum of 90 days following the date indicated in the app. After that date, the insurance coverage will only apply to the new address.

### 16.3.2. Moving house to an address abroad

If the entire group of co-tenants moves to an address abroad, the policyholder must inform us using the mobile app as soon as possible. The insurance will end on the date indicated.

## 16.4. What to do if the group of co-tenants breaks up

If the group of co-tenants breaks up (for example: a change from co-tenancy to ordinary tenancy, the co-tenants become tenants or owners etc.) the policyholder must use the app to terminate the insurance contract. In any event, the co-tenant insurance will end by law on the date when the group of co-tenants breaks up. At that point, Flora invites you to visit its website [www.flora.insure](http://www.flora.insure) and view the products on offer. A new insurance product may suit your new situation.

## 16.5. Termination of the contract at the policyholder's request

### 16.5.1. Termination at renewal date or at any time

If the group of co-tenants wishes to terminate the contract, the policyholder can do so in the following cases:

- no later than 2 months before the annual renewal date, i.e. the anniversary date of the contract, so that the termination takes effect on that date;
- at any time once a coverage period of one year has elapsed. In this case, the termination will take effect after a period of 2 months from the day following the electronic signature of the document in the Flora app or the delivery of the signed document to the post office if the policyholder sends it to us by registered mail.

To inform us of the decision by the group of co-tenants to terminate the contract, the policyholder must go to the Flora app and confirm the termination. This step is essential. This can be done in two ways:

- via itsme, which allows to add a valid electronic signature to the termination document;
- by registered mail if the policyholder does not have itsme. In that case, the policyholder must print the document and return it to us signed, by registered mail, to the following address: Flora, voie Gisèle Halimi 10, 4000 Liège.

## 16.5.2. Special cases

If the group of co-tenants wishes to terminate the contract, the policyholder can do so using the Flora app :

- after Flora a claim, no later than the month in which Flora pays the compensation or refuses to intervene. In this case, termination will take effect after a period of 3 months from the day following the date on which the policyholder submitted the request;
- if the prices change, in accordance with point 14.2;
- if the time between the date of signing the insurance contract and the date on which it is due to take effect (date on which the group of co-tenants wishes to start its insurance cover) is greater than one year. Please note: the policyholder must inform us of the desire to terminate the contract no later than three months before the date on which it takes effect to prevent it from being activated;
- if we terminate one of the forms of cover in the policy. In this case, termination will take effect after a period of one month from the day following the date on which the policyholder submitted the request.
- if the policyholder is within the first 14 days following the signing of the contract. In this specific case, the contract will be terminated on its effective date, and the group of co-tenants will be reimbursed for premiums already paid.

In all of the above cases, the policyholder must inform us of the intention of the group of co-tenants to terminate the contract according to the procedures outlined in point 16.5.1, namely via a document signed electronically using itsme or sent signed by registered mail.

## 16.6. Termination of the contract by Flora

### 16.6.1. General rule

Flora may terminate the contract on the annual renewal date, i.e. the anniversary date of the contract, provided that the policyholder is informed no later than three months before this date. This termination must be enacted by sending a registered message.

## 16.6.2. Special cases

Flora may terminate the contract by registered letter addressed to the policyholder:

- following a claim. In this case, Flora must notify the policyholder no later than the month in which the compensation is paid or intervention is refused. Termination will take effect after a period of 3 months from the day following the notification;
- in the event of non-payment of the premium, according to the conditions stated in point 14.3;
- in the event of omissions or unintentional inaccuracies in the declaration of risk, if we can prove that we would not have insured the risk if we had had that information. In these cases, Flora may terminate the insurance contract within one month of the date when it became aware of the omission or inaccuracy. We may also terminate the contract within 15 days if the policyholder does not agree to a proposed change or does not respond to it within a month.

# 17. What else do the co-tenants need to know?

## 17.1. Legal texts and competent courts

The insurance contract is subject to Belgian law.

Any disputes concerning the creation, validity, implementation, interpretation or termination of this insurance contract are to be heard exclusively by the Belgian courts and tribunals.

## 17.2. Supervisory authorities

- FSMA: Financial Services and Markets Authority,  
Rue du Congrès 12-14 - 1000 BRUSSELS,  
Tel. + 32 2 220 54 10 - Fax +32 2 220 52 75 / [www.fsma.be](http://www.fsma.be)
- NBB: National Bank of Belgium  
Boulevard de Berlaimont 14 - 1000 BRUSSELS,  
Tel. +32 2 221 21 11 - Fax +32 2 221 31 00 / [www.nbb.be](http://www.nbb.be)

## 17.3. Complaint management

You may address any complaints relating to the insurance contract or the management of a claim to:

- Flora, brand of Ethias SA,  
voie Gisèle Halimi 10 - 4000 LIÈGE,  
[complaint@flora.insure](mailto:complaint@flora.insure)
- Insurance Ombudsman Service,  
Square de Meeûs 35 - 1000 BRUSSELS,  
[www.ombudsman-insurance.be](http://www.ombudsman-insurance.be) / [info@ombudsman-insurance.be](mailto:info@ombudsman-insurance.be)
- Online Dispute Resolution of the European Commission, <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

Filing a complaint will not affect the right to take legal action.

## 17.4. Communication methods and languages

### 17.4.1. Communication methods

Flora communicates with you via different channels:

- using the app (chat, notifications etc.);
- by e-mail;
- by registered message.

### 17.4.2. Communication languages

All our communications will be in French, Dutch and English, depending on your choice. All our documents (special terms and conditions, general terms and conditions etc.) will be available in these 3 languages.

