

**flora**  
by Ethias



**FLORA PRIVATE LIFE THIRD PARTY LIABILITY INSURANCE  
(FAMILY INSURANCE)**

# Terms and conditions

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# 1. Introduction

Third-party liability insurance Flora Private Life (also known as Third-Party Liability or Family Insurance) covers you and the people you live with (family, roommates...) against the risks described below.

This document outlines the terms and conditions of your Private Life TPL insurance. This document constitutes your insurance contract along with the special terms and conditions. If some rules are different in these two documents, the ones in the special conditions are applicable.

With Flora, you will pay a price suited to your own situation (examples: you live alone with your dog, you live as a couple with children...). To avoid any unpleasant surprises, it is important that you keep us informed of any changes in your situation. Rest assured, Flora is a 100% digital insurer, so you can update your situation in the Flora mobile app. We will communicate with you mainly via the app or by e-mail; you can also report a claim via the app.

If you still have questions, contact us directly via the app. Everything is simple and clear.

## 2. Who's who?

### 2.1. Insureds

For your convenience, Flora has determined two categories of people who are insured under your insurance contract: the primary insured and the complementary insured.

In these general conditions, Flora will sometimes refer to the principal insureds, sometimes to the complementary insureds. When not specified, it means that both categories of insured are concerned.

#### 2.1.1. Primary insureds

- You, as a policyholder;
- All the people you live with (spouse, children, family members, roommates...).

All of these people remain insured even if they are temporarily away from home for health reasons, business travel, education or even travel. We consider a trip to be temporary as long as there is an intention to return home.

When the person leaves your home permanently, the person will still be insured:

- as long as the person is economically and primarily dependent on you or your spouse;
- for one year after the person's departure if the person is not economically dependent on you, so the person will have enough time to take out an insurance policy.

#### 2.1.2. Complementary insureds

- People who are temporarily living in your home (vacations, family celebrations, special events);
- Minors in the custody of a primary insured;
- People who take care of your children (or the children you live with) and/or of your pets. These people can be paid for this service but may not do it as a professional activity (e.g.: day-care provider). Please note that only their responsibility related to this custody will be covered, and only during the custody (example: your neighbour took care of your dog but she let him jump on a car which had stopped to ask for the way);
- Your domestic staff when they work for you, for private purposes, i.e. not for your home-based business;
- Your caregivers, if any, when acting for private purposes.

## 2.2. Insurer

Flora by Ethias, <https://flora.insure>, is a brand of the S.A. Ethias SA, rue des Croisiers 24, 4000 Liège.

## 2.3. Third parties

Any person other than the primary insureds.

# 3. What risks are you insured against?

## 3.1. Basic guarantee: the insured's third-party liability

Flora provides cover to insured persons against the risk that one day they might have to face significant expenses, to compensate someone (a third party) they have wrongfully caused a material and/or bodily injury to.

In more legal terms, Flora covers the extra-contractual liability debt (articles 1382 to 1386bis of the former Civil Code) that the primary and complementary insureds may incur, in the context of their private lives, with regard to third parties when they cause them material or bodily damage.

Some examples:

- you accidentally hit and injure a pedestrian because you have your eyes glued to your smartphone;
- your son drops his Bluetooth speaker from the balcony and it lands on the head of someone passing by;
- the brakes on your scooter were badly worn, you didn't replace them and you caused an accident.

By «extra-contractual liability» we mean liability that is not related to a contract. You may not know it, but you can enter into a contract without signing a paper document. For example, a contract is made with your neighbour when you verbally agree with him that every 15th of the month you will borrow his lawnmower.

Concretely, Flora will see to:

- on the one hand, defend you when a third party holds you responsible for a damage that the third party has suffered, as long the claim is covered by the present contract and that there is no conflict of interest between you and Flora. For example, there may be a conflict of interest between you and Flora when the claim is for an amount that is way higher than your coverage or when Flora exercises its right of recourse (recourse action) against you;
- on the other hand, to cover the liability of the insured persons towards the victims by compensating them for their damage, including interest and costs.

Below is a list of the most common situations in which you are usually covered. For each of them, we will specify:

- what is covered;
- the extensions offered by Flora;
- exclusions/limitations.

### 3.1.1. Children

Flora covers damages caused to third parties (neighbour, friend, teacher, grandparent...) by the insured children.

It also covers the liability of the principal insureds who are found civilly liable for the damage caused by their underage child (example: your liability as a parent is engaged because your child scratches the car of a third party with his bicycle).

#### Extensions:

Flora also covers:

- the liability of the primary insureds when they take care of the children of third parties, as long they do it as a private and non-professional capacity; regardless whether they are paid for it or not;
- the liability of children insured as primary insureds who cause damage when they provide services, even for remuneration, as students and outside any professional activity (example: your child washes the neighbour's car and scratches the bodywork);
- the primary insureds who are found civilly liable for their underage child, even when the latter has intentionally caused damage;
- the liability of insured persons under 16 years of age who have intentionally caused damage;
- the liability of the persons who, outside of any professional activity, take care one or more of your children, even against payment, in case of damage caused by these children to third parties. However, this liability is only covered if it is incurred as a result of such care.

#### Exclusions and limitations:

Flora does not cover the liability of insured minors of 16 years of age or older who have intentionally caused damage to a third party. However, in this case, Flora will compensate the third party victim in its capacity as insurer of the parent who is civilly liable, i.e. you or another primary insured, but will then exercise recourse against the young person who did the damage. This means that the latter will have to reimburse Flora for all or part of the compensation. This recourse will however be limited to a maximum amount of € 10,000.00 per claim, this amount not being subject to indexation.

### 3.1.2. Animals

Flora covers the liability of the principal insureds in case of damage caused by pets (dog, cat, guinea pig, parrot...) they own or take care of.

By pet, we mean tame animals that you own and care for private purposes.



## Extensions:

Flora also covers:

- the liability of the persons who, outside of any professional activity, take care one or more of your pets, even against payment, in case of damage caused by these pets to third parties. However, this liability is only covered if it is incurred as a result of such care.
- bodily injury caused by the pet of a primary insured to the complementary insured who is keeping the pet.

## Exclusions:

Flora does not cover:

- damage caused by non-domestic animals (e.g. game);
- damage caused by saddle horses.

### 3.1.3. Mobility

Flora covers the liability of insureds who travel in case of damage caused to third parties, even on the way to work, when the insured is a:

- pedestrian;
- driver or passenger of a non-motorized vehicle (regular bicycle, skateboard, rollerblade...);
- driver or passenger of an electric bicycle or a motorized vehicle (hover board, electric scooter, electric wheelchair for the disabled...) which is not subject to the obligation of a car civil liability insurance.

## Extensions:

- Flora also covers damage caused to third parties by a primary insured who is not of legal age to drive a motor vehicle or a rail vehicle that is subject to compulsory insurance, but who nevertheless drives this vehicle unbeknownst to the parents or guardians («joyriding»). In this case, Flora will also compensate the repair of damages to the vehicle used by its insured, as long as this vehicle does not belong to one of the primary insureds and that the vehicle was used unbeknownst to the owner.
- Flora also covers the liability of the insured in case of damage caused to third parties by:
  - the use of uncoupled trailers, lawnmowers and similar equipment;
  - the use of sail boats without motors weighing less than 300 kg or jet-ski boats with motors not exceeding 8 KW.
- Flora also grants you an extension of coverage if you are a designated driver (see point 3.2.1).

## Exclusion:

Flora does not cover damage caused by an insured who is the driver or passenger of a motor vehicle that is subject to compulsory car civil liability insurance. Note: the law relating to this obligation changes regularly and as ignorance of the law is no excuse, we invite you to carefully read the site <https://mobilit.belgium.be/en> when you buy a new vehicle.

### 3.1.4. Sports and leisure

Flora covers the liability of the primary insured for damages caused to third parties during sports or leisure activities (tennis, field hockey, acting, youth movements...).

#### Extensions:

Flora also covers the liability of the insured in case of damage caused to third parties by:

- the use of a motorized vehicle as long as this use is not subject to the compulsory car civil liability insurance (example: electric bicycle up to 25 km/h);
- the use of Open category drones weighing less than 1 kg at take-off, provided that these drones are used in accordance with the conditions of their operation.

### 3.1.5. Vacations and temporary stays

Flora covers the liability of the primary insured for damage caused to third parties when:

- camping or caravanning;
- on a temporary or occasional stay, for private or professional purposes, in a hotel or similar accommodation;
- on a temporary hospital stay as patient.

#### Extension:

Flora also covers material damage caused by fire, explosion or smoke following a fire, water or broken windows which would occur during a temporary or occasional stay, for private or professional purposes of the insured, in a hotel or similar accommodation.

### 3.1.6. Volunteering

Flora covers the liability of the insured in case of damage caused to third parties when they volunteer within a de facto association or a private or non-profit public legal entity (examples: voluntary work at the Red Cross, member of a neighbourhood committee, member of a youth movement, associative work, citizen-to-citizen service...).

### 3.1.7. Domestic staff and caregivers

Flora covers the liability of the person who takes care of the maintenance of your home and/or its exterior as well as the liability of any caretakers when they cause damage to a third party (example: while cleaning your bedroom window, your household helper drops her bucket on your neighbour's car) as they work for you, in a private capacity and not for your professional activities.

#### Extension:

Flora also covers your liability and that of the other primary insureds for both material damage (object/animal) and bodily injury caused by you to domestic staff and caregivers when they work for you in your home for private purposes.

### 3.1.8. Land and buildings

Flora covers the liability of the primary insured for damage caused to third parties by:

- buildings or parts of buildings, as well as their contents, occupied by the primary insureds either as their principal or secondary residence (example: your balcony collapses on the neighbour's car);
- buildings or parts of buildings not occupied by any of the primary insureds but owned by them;
- student housing occupied by the primary insured for the duration of their studies;
- land owned by one of the principal insureds;
- construction, renovation or maintenance work on the main or secondary residence of one of the primary insureds;
- the use of elevators provided they have been technically serviced by an approved company within the last 12 months.

#### Exclusions:

Flora does not cover:

- material damage caused by fire, explosions or smoke following a fire which started in or spread from the building owned, rented or occupied by the insured, with the exception, however, of damage occurring during a temporary or occasional stay, on a private or professional basis of the insured, in a hotel or similar accommodation (see point 3.1.5);
- damage caused by ruined buildings, if precautionary and safety measures were not taken to avoid damage.

## 3.2. Flora guarantee extensions

In addition to the basic guarantee, and without additional premium, Flora automatically grants the following guarantee extensions:

### 3.2.1. Designated driver guarantee

If a third party is unfit to drive their vehicle due to alcohol or drug intoxication and you are the designated driver to drive them home, Flora will cover the material damage to the vehicle you are driving in the event of an accident involving your liability.

This designated driver coverage is provided to all primary insureds.

#### Exclusions:

Flora shall not grant compensation if:

- at the time of the accident, the insured who was the designated driver:
  - does not hold a valid driver's license, is under a license disqualification, or has violated specific restrictions shown on the driver's license;
  - is in a state of alcoholic intoxication or under the influence of drugs, medications or hallucinogens that impaired their self-control;

- is not responsible for the accident;
- the vehicle driven by the insured is covered by material damage insurance;
- the accident does not take place on the way to or from the residence of the third party whose vehicle the insured is driving.

### **3.2.2. Neighbourhood disturbances**

Flora covers the primary insureds who would have to pay compensation to a third party to repair damage for which they would be held responsible as a result of abnormal neighbourhood disturbances (example: you are sentenced to compensate your neighbour because the fruit from your tree fell on his roof and damaged it).

In more legal terms, Flora covers the indemnities that an insured may be sentenced to pay to third parties in the event of abnormal neighbourhood disturbances for which the insured is held responsible on the basis of article 3.101 of the Civil Code and which would have caused damage to the said third party (destruction, deterioration, loss of a thing or harm to an animal).

### **3.2.3. Voluntary assistance from a third party**

Flora covers damages to third parties when they voluntarily provide assistance to an insured without being held responsible (example: a passer-by helps you and is injured in the process).

### **3.2.4. Rescue costs**

As required by law, Flora will cover the rescue costs for:

- prevent or mitigate the damage covered (example: if you notice that part of your balcony is falling down, you must take measures to prevent the rest from falling down as well and causing damage to a third party);
- prevent the loss in case of imminent danger (example: you see that your television dish is about to fall).

## **3.3. Optional guarantees**

### **3.3.1. Private life Legal protection**

If you opted for the «Private life Legal protection» guarantee, it entitles you to:

- advice and legal means necessary to defend your interests (formal notice, expert...) both amicably and within the framework of a judicial or extrajudicial procedure, knowing that Flora will always favour an amicable settlement;
- the payment, under the limits set below (see section 6.2.2), of legal and extra-judicial fees and expenses incurred for the settlement of the dispute (lawyers' fees, bailiffs' fees, etc.).

These coverages will be available to primary and complementary insureds in the following instances:

- **action for compensation for damage:** a third party has caused you damage as a result of an event that makes the third-party extra-contractually liable (as a reminder, these liabilities are unrelated to any contract) and you seek to obtain compensation. This coverage will apply if his fault is intentional or gross;
- **criminal defence:** you are prosecuted for a traffic offence as a vulnerable road user (pedestrian, cyclist...) and you must appear in court;
- **civil defence:** a third party accuses you of causing damage following an event covered in sections 3.1 and 3.2 and you have to defend yourself in civil or criminal proceedings when there is a conflict of interest between Flora and you and this may be held against you;
- **accident as a vulnerable road user (article 29bis):** as a vulnerable road user, you have been the victim of a road traffic accident involving a motor vehicle and you claim compensation for your bodily injury from the insurance company covering the car's civil liability;
- **medical liability:** you claim compensation for the damage you have suffered as a result of a medical malpractice. Please note that in the case of plastic surgery, damage resulting from dissatisfaction with the result obtained is not covered;
- **neighbourhood disturbances or disturbances related to pollution:** you believe you are the victim of abnormal neighbourhood disturbances or disturbances related to pollution and you claim for compensation. In this case:
  - if the disturbance is the result of a sudden, unforeseeable and involuntary event (e.g. following strong gusts of wind, the fruit of your neighbour's tree fell on your roof and damaged it), Flora will always go for mediation first, but will also cover the necessary judicial and extra-judicial fees and costs within the limits set below (see point 6.2.2);
  - if the disturbance is not the result of a sudden, unforeseeable and involuntary event (e.g.: your neighbour does not prune his tree which shades your garden, his dog barks continuously day and night), Flora will exclusively cover the costs of a mediation procedure.

For more information on the conditions for such appeals, please see section 9 of this document.

### Extensions:

In addition to the coverages listed above, Flora also provides coverage in the following situations:

- **Third party insolvency:** you have suffered damage resulting from the fault of a third party which has been convicted for it but, even by forced execution with the help of a bailiff, you are unable to obtain compensation because the third party is insolvent. In this case, Flora guarantees your compensation up to a maximum amount of € 25,000.00. However, the guarantee is not acquired:
  - for material damage resulting from an intentional act;
  - when the third party is not identified;
  - when the amount of your damage is lower than the minimum threshold of intervention (see section 6.1);
  - when another insurance may apply;
- **Search costs for missing children:** if a primary insured under 18 years of age goes missing, Flora will pay up to a maximum amount of € 15,000.00, after compensation by mutual insurance companies, authorities or any other organisation or insurer, for:
  - fees and expenses for your legal assistance during the investigation;
  - fees and expenses for the doctor and/or therapist that the people you live with, the missing child and yourself choose to consult once the child is found;
  - other expenses incurred by the parent(s) in connection with the search.

## Exclusions:

Flora does not cover:

- criminal and/or civil convictions against an insured (e.g. speeding fines);
- claims resulting from a fight in which the insured has participated;
- appeals to an administrative court;
- costs resulting from a collective action, joint or not, with at least 10 persons with the aim of stopping and/or getting a compensation for a common nuisance linked to the same non-accidental event caused by the person who caused it;
- recourse against a third party in his capacity as designated driver if the third party damages your vehicle while driving it;
- disputes relating to real rights (boundary, easement, joint ownership, etc.);
- disputes relating to the subscription of financial products;
- recourse against an unidentified third party.

### 3.3.2. Personal damages incurred by the insured parties

If you opted for this guarantee and that we covered your liability to compensate a third party to whom an insured has caused damage, the «Personal damages incurred by the insured parties» guarantee will compensate the material damage or bodily injury the insured would have suffered for this same event.

In other words, Flora will grant, within the limits set below (see section 6.2.3):

- compensation for material damage suffered by an insured person as a result of a claim covered in sections 3.1 and 3.2 (e.g. you hit and injure someone while riding your scooter and you break your smart watch in the process);
- compensation for bodily injury suffered by an insured person as a result of a claim covered in sections 3.1 and 3.2 (e.g. your dog injures another dog and at the same time you fall and break your wrist).

Flora will always compensate in real value. Specifically:

- in the event of material damage, the compensation will correspond to the repair price of the damaged good or 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 case of bodily injury, the compensation will be determined according to the extent of the claim (after deduction of benefits paid by the employer, the mutual insurance company or any other organisation or insurer).

## **Exclusions and limitations:**

Flora does not cover:

- purely cosmetic damage such as stains, scratches, scuffing, dents or mismatching;
- damage to entrusted property (e.g. the scooter lent by a friend);
- damages you would have suffered without you being liable towards third parties;
- damage to real property;
- material damage with an amount lower than the minimum threshold of intervention (see section 6.1).

## **4. Where is the insurance valid?**

Flora Private Life TPL insurance and its options are valid everywhere in the world.



# 5. When aren't you covered?

For all guarantees, you are never insured for damage:

- whose cause predates the date when your contract policy took effect;
- arising out of the civil liability of an insured who has reached the age of 18 and resulting either from an intentional act or from one of the following cases of gross negligence:
  - claims due to drunkenness or similar after the consumption of products other than alcoholic beverages;
  - claims due to acts of violence or malice committed against individuals or property;
  - claims due to ruined buildings, if precautionary and safety measures were not taken to avoid damage.
- to property entrusted to you (e.g. the lawnmower that your neighbour has lent you) without affecting the coverages set out in sections 3.1.5 Vacation and temporary stays and 3.2.1 Designated driver guarantee;
- linked to events producing radioactivity, nuclear energy or ionising rays;
- related to acts of war, civil war or similar events (e.g. terrorism, sabotage...);
- damage arising from civil liability subject to compulsory insurance (examples: car or hunting civil liability insurance);
- damage caused by the use of aircraft (examples: ultralight aircraft, paragliding, etc.) without affecting the coverage related to the use of drones presented in section 3.1.4 Sports and leisure.

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

## 6.1. 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 13.2.1). If, on the other hand, the amount is higher, Flora will intervene without any excess.

However, this minimum intervention does not apply:

- in the «Policyholder's Private Life Civil Liability» guarantee, in case of bodily injury to a third party;
- in the «Personal damages incurred by the insured parties» coverage, in the event of bodily injury;
- in «Private life Legal protection» when you agree to mediation.

## 6.2. Maximum claim amounts

### 6.2.1. For the «Policyholder's Private Life Civil Liability» guarantee and its extensions

Flora will compensate the victim:

- for bodily injury up to a maximum limit of € 26,500,000.00 per claim;
- for its material damages up to a maximum ceiling fixed at € 7,700,000.00 per claim.

Flora will pay the rescue costs (see section 3.2.4) as well as the interests and costs (see section 3.1) in full, provided that the total compensation and costs do not exceed the above-mentioned ceilings per claim.

Beyond these limits, coverage for rescue costs and interest and costs of civil actions are limited to:

- € 1,112,715.43 when the total sum insured is less than or equal to € 5,563,576.94;
- € 1,112,715.43 plus 20% of the part of the total sum insured between € 5,563,576.94 and € 27,817,211.37;
- € 5,563,576.94 plus 10% of the part of the total sum insured which exceeds € 27,817,211.37, with a maximum of € 22,253,859.11.

## **6.2.2. For the «Private life Legal protection» guarantee**

Our intervention is limited to 100% of the amount of the dispute, i.e. the amount claimed by or against the insured in principal only (i.e. without taking into account interest, bailiff's fees and other costs) with a maximum of € 32,000.00 per claim.

For cases of neighbourhood disturbances or disturbances related to pollution resulting from a sudden, unforeseeable and involuntary event (see section 3.3.1), our intervention is limited to 100% of the amount of the dispute with a maximum of € 6,400.00.

In all cases, however, the mediation procedure will be preferred (see section 9) and will be covered without excess and without application of ceilings without affecting the previous paragraph.

## **6.2.3. For the «Personal damages incurred by the insured parties» guarantee**

For accidental damage that you yourself have suffered during a claim covered under section 3.3.2, Flora applies the following intervention limits per claim:

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

# 7. What are your obligations?

## 7.1. Upon signature of the contract

You must provide us with accurate information about your situation (address, people you live with, children, pets...).

## 7.2. During the contract

You must:

- pay the premium;
- report any change in your situation in the Flora app (e.g.: inform about children and/or dogs if you have any, inform about new roommates).

## 7.3. In the event of a loss

Go to the Flora app, where you will be asked to complete the following items:

- report all claims within 30 days of the date of their occurrence, stating the place, date and causes of the loss;
  - the place, date, circumstances and possible causes of the loss;
  - contact information for the potentially liable people and key witnesses;
- send all documents, evidence or information likely to help in the context of the claim must be provided within 48 hours of it being received;
- inform us if you have any other insurance that may be involved in the incident.

You must also:

- take every suitable measure to prevent and mitigate the consequences of the loss;
- 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 of you if necessary.

## 8. What happens if you fail to comply with your obligations?

Depending on the type of obligation you 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. For example, Flora will only partially intervene if you report a claim caused by your dog, even though you have indicated in the app that you do not have one.

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 you have reacted as quickly as possible.

# 9. How is your «Private life Legal protection» claim handled?

If you have subscribed to the «Private life Legal protection» option, it is important that you read and understand what follows.

## 9.1. Dispute handling

If you or another insured is confronted with a situation that is covered by the «Private life Legal protection» guarantee, report it as soon as possible in the Flora app. Your request will then be handled by an independent department dedicated to the management of legal protection claims so you can get the best possible defence.

On the basis of this statement of claim:

- the legal protection service will handle the case in its amicable phase and will consequently lead the talks, negotiations and transactions;
- the extrajudicial mediation procedure will be preferred whenever possible, knowing that you are free to choose the mediator;
- if the dispute cannot be settled amicably, you can call upon a lawyer of your choice to defend your interests in any legal proceedings;
- you also may choose the technical advisers or experts who will assist you during the amicable or judicial expertise;
- Flora covers the costs and fees resulting from the intervention of a single lawyer and a single expert;
- when you exercise your right to freely choose a lawyer, you agree to seek, at our request, the opinion of the Bar Council of the country to which the lawyer belongs in order to examine the amount of the lawyer's fees if Flora deems it necessary.

## 9.2. Objectivity provision

At any time, Flora reserves the right to refuse or terminate its intervention when:

- our legal protection service considers that an insured person's case is untenable or the lawsuit unnecessary;
- our legal protection service considers the settlement proposal made by the third party to be fair and sufficient;
- our legal assistance service considers that an appeal against a court decision does not have a serious chance of success;
- after information taken by our legal protection service, it turns out that the third party is insolvent.

In the event of a difference of opinion between our legal protection service and you (or another insured person) as to what course of action should be taken to settle the claim, you (or the other insured person) have the right to consult a lawyer of your choice in order to have your case examined and an opinion on it.

In this case:

- if the lawyer confirms your opinion, Flora will cover, within the limits of its guarantee, not only the lawyer's consultation fees, but also the claim, regardless of the outcome of the proceedings;
- if the lawyer confirms the opinion of our legal protection service and you agree with it, Flora will pay 50% of the costs and fees related to the consultation of your lawyer;
- if the lawyer confirms the opinion of our legal protection service and you still decide to take legal action, Flora will compensate you for the lawyer's and expert's fees you have incurred if, and only if, you obtain a better result than if you had accepted the opinion of our legal protection service.

### 9.3. Conflict of interests

Whenever a conflict of interest arises between Flora and an insured (e.g., the person who caused you damage is also insured by Flora), you are free to choose an attorney or any other person qualified by the law applicable to the proceeding.

# 10. Can Flora seek recourse? Against whom?

## 10.1. Recourse against third parties

Flora stands in for you and your rights (this is called subrogation) to recover from the persons liable for the loss all or some of the compensation it should have paid to the victim. 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:

- members of your household, your guests or your household staff;
- your descendants, your ascendants, your spouse and your relatives (brothers and sisters) in direct line.

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.

## 10.2. Recourse against the persons insured by the contract

Flora reserves the right of recourse (recourse action) against an insured minor between 16 and 18 years of age who has committed a loss intentionally (see section 3.1.1).



# 11. How long does your insurance contract last?

The Flora Private Life TPL insurance 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 at least three months before the anniversary date of the contract.

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

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

## 12.1. Premium

The premium is the sum of money, including taxes and contributions, that you must pay to benefit from the coverage provided for in the insurance contract.

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

## 12.2. Price adjustments

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

If you do not agree with the new price, you have the right to terminate the insurance contract in the three months following the notification. Once Flora has been notified that you wish to terminate your contract via the app, this termination will be processed and your contract will be terminated no earlier than the date the new price comes into effect.

## 12.3. Non-payment of the premiums

If you do 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 you e-mails. In this series of messages, we explain the consequences of non-payment and inform you of the timeframe you 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 mail.

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.

## 12.4. 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.

# 13. How does insurance indexing work?

## 13.1. Indexation of the premium

When you take out your contract, the premium is calculated on the basis of the consumer price index applicable at that time and listed in the special conditions. 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.

On every anniversary of the contract, the premium will be adjusted on the basis of the new index.

$$\frac{\text{Amount} \times \text{Consumer price index in effect at your contract renewal}}{\text{Consumer price index in effect at the time you signed contract}}$$

## 13.2. Indexation in the event of a claim

### 13.2.1. Minimum claim amount

This figure amounts to € 250.00 and evolves according to the index of consumer prices (see section 13.1).

In this document, the reference consumer price index is the index of December 2020, which is 255.72 (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.

$$\frac{\text{Minimum claim amount} \times \text{Index applicable in the month before the loss}}{255.72}$$

### 13.2.2. Maximum claim amounts

Unless stated otherwise in this document, the maximum claim amounts are linked to the consumer price index (see section 13.1).

In this document, the reference consumer price index is the index of December 2020, which is 255.72 (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.

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

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255.72

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

## 14.1. Change in risk

With its finer pricing, Flora wants you to pay the premium that is best suited to your situation (e.g.: you live alone, you have a dog, you have children, etc.). Therefore, if you have indicated upon signature of the contract that you are single and this situation changes during the course of the contract (e.g.: your partner comes to live with you, you move into a co-tenancy...), you must amend your contract in the Flora app.

Your information will then be updated and your insurance premium will be adjusted to reflect this change.

Please note that if you have not declared your change of situation and a claim occurs, Flora may reduce its intervention or even refuse it altogether if we can prove that you acted with fraudulent intent.

## 14.2. Termination of the contract at your request

### 14.2.1. General rule

If you wish to terminate the contract, you must do so using the Flora app no later than three months before the annual renewal date, i.e. the anniversary date of your contract. If this deadline is observed, your contract will not be renewed. Otherwise, it will automatically be renewed for one year.

### 14.2.2. Special cases

You can terminate your insurance contract via the Flora app:

- after a claim, no later than the month in which Flora pays the compensation or refuses to intervene. In this case, termination will take effect three months after the day following your request;
- if the prices change, according to the conditions stated in point 12.2;
- 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 you wish to start its insurance cover) is greater than one year. Please note that you 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, you must inform us within the 3 months following notification by Flora of the termination of one of your guarantees. Termination will take effect no later than one month after your request.

## 14.3. Termination of the contract by Flora

### 14.3.1. General rule

Flora may terminate your contract on the annual renewal date, i.e. the anniversary date of your contract, provided that you are informed no later than 3 months before this date. This termination must be enacted by registered mail.

### 14.3.2. Special cases

Flora may terminate your contract by registered mail:

- following a claim. In this case, Flora must let you know before the end of the month in which the compensation is paid or intervention is denied. Termination will take effect 3 months after 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 your 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 you do not agree to a proposed change or do not respond to it within a month.

## 14.4. Death

In the event of the policyholder's death, the heir will send us a copy of the death certificate by e-mail to [support@flora.insure](mailto:support@flora.insure). We will contact that person to manage the administrative processes.

If the heir wishes to cancel the contract, he must notify us within 3 months and 40 days of the death. The contract will then be terminated on the date Flora is notified.

Flora can cancel the insurance contract within 3 months of the date of death.

## 14.5. Moving abroad

If you are moving abroad, you must also notify us in the app and the insurance will cease on the date of your move that you will have informed us.

# 15. What else do you need to know?

## 15.1. Applicable law and competent courts

Belgian law applies to the insurance contract.

All disputes respecting to the formation, the validity, the execution, the interpretation or the termination of this contract shall be under the exclusive jurisdiction of the Belgian Courts and Tribunals.

## 15.2. 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. 02 221 21 11 - Fax 02 221 31 00  
[www.nbb.be](http://www.nbb.be)

## 15.3. Complaint management

All complaints relating to the insurance contract or the claim handling must be sent to:

- Flora, an Ethias SA brand  
rue des Croisiers 24 - 4000 LIÈGE  
[complaint@flora.insure](mailto:complaint@flora.insure)
- Insurance Ombudsman Service  
Square de Meeûs 35 - 1000 BRUSSELS  
[info@ombudsman-insurance.be](mailto:info@ombudsman-insurance.be)

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



## 15.4. Means of communication and languages

### 15.4.1. Means of communication

Flora communicates with you via different channels:

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

### 15.4.2. Communication languages

All our communications will be in French, Dutch or English, according to your own choosing. All our documents (special terms and conditions, general terms and conditions etc.) will be available in these 3 languages.

