



flora
by Ethias

FLORA TENANT INSURANCE

General Terms and Conditions

Table of contents

1. Introduction	5
2. Who's who?	6
3. What risks are you insured against?	7
3.1. Basic coverage	7
3.1.1. Liability insurance	7
3.1.1.1. Your liability towards your landlord	7
3.1.1.2. Your third-party liability	7
3.1.2. Contents insurance	7
3.2. The optional «Theft and vandalism» coverage	7
3.2.1. For your home contents	7
3.2.2. On your person	7
3.2.3. Keys and locks	8
4. In what circumstances are you covered?	9
4.1. Fire	9
4.2. Water	9
4.3. Windstorms and hail	9
4.4. Natural disasters	10
4.5. Broken glass	10
4.6. Electricity	10
4.7. Heating oil	10
4.8. Collective protests by workers	11
4.9. Attacks	11
4.10. Violent accidental impacts	11
5. What supplementary cover does Flora offer?	12
5.1. Damage caused to other persons and their possessions	12
5.2. Damage following minor alterations	12
5.3. Damage caused to your possessions following an incident at a neighbour's home (third party)	13
5.4. Costs of breaking the lease	13
5.5. Emergency assistance	13
5.6. Reimbursement of the additional costs in the event of a covered loss (see point 4)	14
6. Where is the insurance valid?	15
7. In what circumstances are you not insured?	16
7.1. For all types of cover	16
7.2. For the optional «Theft and vandalism» coverage	16

8. What amount will be paid by Flora in the event of a claim?	17
8.1. Minimum claim amount	17
8.2. Determining the claim amount	17
8.2.1. General rules	17
8.2.2. Special cases	17
8.3. Maximum claim amounts	18
8.3.1. Basic coverage	18
8.3.2. The optional «Theft and vandalism» coverage	18
8.4. Who determines the amount?	19
8.5. Taxes and contributions	19
9. How long will it take for you to be compensated?	20
9.1. General rule	20
9.2. Special cases	20
10. What are your obligations?	21
10.1. When the contract is signed	21
10.2. During the contract	21
10.3. In the event of a loss	21
11. What happens if you fail to comply with these obligations?	23
12. Can Flora seek recourse? From whom?	24
12.1. Recourse from third parties	24
12.2. Recourse from persons insured by the contract	24
13. How long does your insurance contract last?	25
14. What do you need to know about your insurance premium?	26
14.1. Premium	26
14.2. Price adjustments	26
14.3. Non-payment of the premiums	26
14.4. Changing the payment method	27
15. How does insurance indexing work?	28
15.1. Indexation of the premium	28
15.2. Indexation in the event of a claim	28
15.2.1. Minimum claim amount	28
15.2.2. Maximum claim amounts	29
16. How do you modify or terminate your insurance contract?	30
16.1. Moving house within Belgium	30
16.2. Moving house to an address abroad	30
16.3. Death	30
16.4. Termination of the contract at your request	31
16.4.1. General rule	31
16.4.2. Special cases	31
16.5. Termination of the contract by Flora	31
16.5.1. General rule	31
16.5.2. Special cases	31

17. What else do you need to know?	32
17.1. Legal texts and competent courts	32
17.2. Supervisory authorities	32
17.3. Complaint management	32
17.4. Communication methods and languages	32
17.4.1. Communication methods	32
17.4.2. Communication languages	33

1. Introduction

Flora tenant insurance

This insurance covers your private home for the risks described below.

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

As Flora is a 100% digital insurer, we will mainly communicate with you through the app or by e-mail. You can also use the app to submit a claim.

If you have any other questions, contact us directly through the app. Everything there is clear and simple to understand.

2. Who's who?

The insured person(s):

- You, as the policyholder, and the members of your household living under your roof;
- Your domestic staff, when they are working for you, in your home, for private purposes.

The insurer:

Flora, <https://flora.insure>, an S.A. Ethias brand, rue des Croisiers 24, 4000 Liège.

The 24/7 emergency assistance service if your home 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 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. Your liability towards your landlord

We cover your tenant liability and the liability of the members of your household for accidental damage caused to the rented property.

3.1.1.2. Your 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 your home.

3.1.2. Contents insurance

This insurance covers material damage to your possessions or those of your guests. It also covers your pets.

3.2. The optional «Theft and vandalism» coverage

If you have signed up for this option, Flora will intervene in the event of vandalism, theft or attempted theft.

3.2.1. For your home contents

Reimbursement for your 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 your person

Reimbursement for your insured possessions that were stolen or damaged as a result of a theft committed with violence or threats when you were travelling on foot or in a vehicle. This cover applies to every member of your household, anywhere in the world.

3.2.3. Keys and locks

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

4. In what circumstances are you covered?

You are 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 your home;
- the value of the leaked liquid;
- damage due to a failure to maintain the heating or water systems in the building.

You 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.

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 your main accommodation;
- 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.

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. You 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 part of neighbouring buildings, by meteorites or by falling trees or pylons.

Exclusions and limitations:

- Damage caused by land vehicles belonging or entrusted to you.

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 yourself:

- by your home contents (for example: your flowerpot 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 you rent, your possessions or possessions that have been entrusted to you;
- damage caused to a third party with whom you have a contractual relationship.

5.2. Damage following minor alterations

Accidental damage to your home or neighbouring homes due to minor, decorative alterations carried out by you or a member of your household.

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 your possessions following an incident at a neighbour's home (third party)

Flora intervenes for damage caused to your possessions 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. Costs of breaking the lease

We cover the costs of early termination of the lease for a maximum amount equivalent to three months' rent. Specifically, if you are forced to break your lease contract before it ends, Flora will refund the amount you have to pay your landlord if the reason for breaking the lease is one of the following:

- death of one of the two spouses before the age of 75;
- divorce or end of a legal cohabitation contract;
- dismissal from a permanent contract or bankruptcy of one of the two spouses.

Exclusions and limitations:

- dismissal from a permanent contract for serious misconduct;
- end of a work placement contract or temporary contract;
- fraudulent bankruptcy or bankruptcy following closure measures imposed by the relevant authorities;
- notification of the termination of the lease contract is given more than six months after the death, separation, divorce, dismissal or bankruptcy occurs.

5.5. Emergency assistance

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

Through IMA, Flora organises the following for you and takes care of:

- sending a representative to the site of the loss;
- processing and rehousing your family 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 your main residence;
- your repatriation and the repatriation of the members of your household and your vehicle;
- surveillance of the damaged building for a maximum of three days;
- the provision of a category B replacement vehicle for a maximum of five days if your vehicle is unusable as a result of damage.

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 in order to avoid exacerbating the loss or causing a new loss;
- domestic help for you or a member of your household who requires hospitalisation (for the upkeep of your home, washing or ironing your clothes or doing the shopping) up to a maximum amount of €1,200.00.

Flora can organise these services for you or simply compensate you for the costs incurred.

If all the conditions of intervention are met, Flora can also pay you an advance within 15 days to allow you to meet the initial costs.

5.6. 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 you 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?

You are covered for liability and home contents at your main residence located at the address indicated in the special terms and conditions of your contract, but also:

- For liability:
 - in private garages located at another address in Belgium;
 - 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 your home contents 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 not insured?

7.1. For all types of cover

For all types of cover, you are never insured for damage:

- whose cause predates the date when the insurance took effect;
- caused intentionally;
- to your home 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 your principal residence;
- to your home if it is of an exceptional nature (for example: listed buildings, indoor swimming pools, annexes with a surface area of more than 50 m² 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 your home 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, 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;
- for your home contents intended for professional use only.

7.2. For the optional «Theft and vandalism» coverage

You are never insured in the event of vandalism, theft or attempted theft:

- without burglary in the communal areas of a building, the garages and cellars located at the address of the rented property or another address;
- 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 your household or one or more guests or sub-letters/occupants of the home;
- of a motorised vehicle capable of travelling at more than 25 km/h or a trailer, and their fixed accessories;
- in abandoned buildings;
- of your possessions located outdoors;
- of an animal.

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, 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, Flora will compensate you on the basis of the replacement value of items. Specifically, the compensation will correspond to the price of an identical or similar item of the same quality if you had to purchase it 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 your sofa is estimated at 40%, we will deduct 10% (40% - 30%) of the replacement value of the sofa.

8.2.2. Special cases

- For your electrical and electronic devices and systems, if they cannot be repaired, Flora will compensate you for 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 you had to purchase it today. However, if the device can be repaired, you will be compensated for 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 depreciation calculated is greater than 30%, this will be deducted in full from the compensation.
- With regard to possible damage to your 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 your entire living room suite if only a one-seater armchair is damaged.

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 your home contents, i.e. your possessions, the maximum claim amount is fixed 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:

- 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 property you rent 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.

8.4. Who determines the amount?

We determine the amount to be paid in the event of a claim with all the parties concerned. If we do not reach an agreement, you 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 your expert will designate a third expert. The definitive decision on the amount of compensation will be put to a majority vote. Flora will compensate you on this basis.

The costs and fees of your 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 you can prove that you paid them for the purchase of the item or repairs and that you have not been able to deduct them or reclaim them from the tax authorities.

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

9. How long will it take for you 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 let you know.

The assessment or determination of the amount of damage must be concluded within 90 days of the date on which you inform us of the appointment of your 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 you have not fulfilled all the obligations set out in the insurance contract, the periods will not begin until the day on which you have complied with your 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 you 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 compensate you, unless you or any of the beneficiaries are subject to criminal proceedings.
- The loss is due to a «natural disaster» and the periods have been extended by a decision by the Minister of Economic Affairs.

10. What are your obligations?

10.1. When the contract is signed

You need to provide us with precise information about your situation (type of home, address, the amount of rent you pay).

10.2. During the contract

You must:

- pay the premium;
- notify us of any changes to your situation using the Flora app;
- maintain the heating and water systems in the building as well as the heating oil tank.

10.3. In the event of a loss

Open the Flora app, where you will be asked about the following points:

- 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;
- 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 you have any other insurance policies that may be able to intervene for the loss suffered.

You must also:

- 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, you must store its remains for 48 hours after having informed us 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 you have been compensated;
- contact us within 45 days if the stolen items are recovered. If this happens before Flora has compensated you, you must take back the recovered items and Flora will only cover any costs of repair that may be incurred. If Flora has already intervened, you may either return the recovered items to us and keep the compensation received, or keep these items and refund the compensation, deducting any repair costs that may have been incurred.

11. What happens if you fail to comply with these obligations?

Depending on the type of obligation that 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. 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.

12. Can Flora seek recourse? From whom?

12.1. Recourse from 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 has paid or advanced to you. 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:

- the members of your household, your guests or your domestic staff;
- your descendants, ancestors, spouse or direct relatives (brothers and sisters) by marriage;
- the owner of your home if a clause waiving the right of recourse is included in your 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 your insurance contract states that you are theoretically excluded from your insurance cover. If this is the case, Flora reserves a right to seek recourse (right of recourse) from you and, if appropriate, from another person insured by the contract (see point 2).

13. How long does your insurance contract last?

The 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 your 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.

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 you must pay to benefit from the coverage stated 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 indicated when signing your contract.

14.2. 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 your insurance contract in the three months following the notification. Once Flora has received your request to terminate the 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.

14.3. 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 e-mails. In this series of messages, we explain to you the consequences of nonpayment and inform you of the time 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 your insurance contract by means of a registered message.

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

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

14.4. Changing the payment method

You 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 you sign your contract, 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. Your insurance premium will be adjusted accordingly.

Amount x ABEX index applicable when your contract is renewed

ABEX index applicable when your 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

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

833

16. How do you modify or terminate your insurance contract?

16.1. Moving house within Belgium

You need to inform us as soon as possible if you intend to move house, so that Flora can change the insurance contract to take account of your new situation. This update can be carried out immediately and easily in the Flora app.

What will happen?

- If you are still a tenant, Flora will insure you 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 your new address.
- However, if you become a homeowner or you do not rent your new home, the insurance will end on the date indicated in the app and you will have no cover for the new building.

16.2. Moving house to an address abroad

If you move abroad, you also need to let us know using the app. Your insurance will end on the removal date you sent to us.

16.3. Death

If the policyholder dies, the heir should e-mail a copy of the death certificate to us at support@flora.insure. We will contact that person about the administrative processes.

If the heir wishes to terminate the contract, they must inform us within 3 months and 40 days of the death. The contract will then be terminated on the date when Flora was informed.

Flora may terminate the insurance contract within three months of being informed of the death.

16.4. Termination of the contract at your request

16.4.1. General rule

If you wish to terminate your 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.

16.4.2. Special cases

You may terminate your insurance contract using 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 14.2;
- if the time between the date when you sign the insurance contract and the date on which it takes effect (date on which you wish to start your insurance cover) is greater than one year. Please note: you must inform us that you wish to terminate your contract no later than three months before the date on which it is due to take 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 three months after we notify you of the termination of one of your forms of cover. Termination will take effect no later than one month after your request.

16.5. Termination of the contract by Flora

16.5.1. 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 three months before this date. This termination must be enacted by sending a registered message.

16.5.2. Special cases

Flora may terminate your contract by registered letter:

- following a claim. In this case, Flora must notify you no later than the month in which the compensation is paid or intervention is refused. 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.

17. What else do you 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
- 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/en

17.3. Complaint management

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

- Flora, an Ethias S.A. brand,
rue des Croisiers 24 - 4000 LIÈGE, complaint@flora.insure
- Insurance Ombudsman Service,
Square de Meeûs 35 - 1000 BRUSSELS,
www.ombudsman-insurance.be / info@ombudsman-insurance.be

Filing a complaint will not affect your 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 or English, depending on your choice. All our documents (special terms and conditions, general terms and conditions etc.) will be available in these 3 languages.

