



General terms
and conditions

**Comfort
home
Ardennes-étape
Home Insurance
and Assistance**

03.2021

TABLE OF CONTENTS

	page	
EMERGENCY ASSISTANCE - 24 hrs/day	2	
“ALL RISKS” COVER	2	
<hr/>		
1. PRINCIPLES	2	1.1. Owner's insurance
	2	1.2. Tenant's insurance
	3	1.3. Estimation and indemnity for damage
	3	1.4. Indexation of amounts
<hr/>		
2. EXCLUSIONS AND LIMITATIONS	3	2.1. General exclusions
	3	2.2. General limitations
	4	2.3. Specific limitations or exclusions
	4	2.4. Civil Liability towards third parties
<hr/>		
3. ADDITIONAL GUARANTEES	5	3.1. Principles
	5	3.2. Guarantees
<hr/>		
COMMON PROVISIONS	7	
<hr/>		
1. CLAIMS	7	1.1. Obligations of the owner and the tenant
<hr/>		
2. LIFE OF THE POLICY	7	2.1. Laws and regulations
	8	2.2. Your policy
	8	2.3. Processing of your personal data
<hr/>		
GLOSSARY	12	

In order to simplify the text of your insurance policies, **we** have grouped together in this Glossary an explanations of certain terms or expressions which are **in bold**, in your general terms and conditions. These definitions define our guarantee. They are listed in alphabetical order.

EMERGENCY ASSISTANCE - 24 HRS/DAY

In the event of a **claim**, you as the **owner** can rely on our support services, as long as you contact us before any intervention, by calling **02/642 45 33**

If your property needs to be rescued, stored, or looked after following a **claim**, **we** organise and cover

- up to a maximum of EUR 1,000
 - salvage, storage, conservation of damaged property
 - rental of a van without a driver
 - the use of a moving company
 - furniture storage
 - storage of damaged property
 - temporary securing of the **building**.

“ALL RISKS” COVER

1. PRINCIPLES

1.1. Owner's insurance

We compensate the **owner** of the **building** for all damage incurred by the **building** and the **furnishing content** therein, up to the amounts insured and intervention limits provided, where they are caused by a sudden and unforeseeable event involving the liability of the **tenant** and resulting in non-excluded damage.

In that situation, **we** waive all recourse against the **tenant** responsible (Art. 95 and 152 of the law of 4 April 2014) except:

- if he/she is validly insured
- in the event of malice, intentional acts or **breach of the general duty of care**, provided that the perpetrator is not under 16 years old at the time of the events
- if, when booking, he/she committed an omission or inaccuracy concerning the number of people or the rental purpose and there is a causal link with the **claim**
- damage resulting from the organisation of student parties, stag/hen parties, lockdown parties or any other similar event.

1.2. Tenant's insurance

We cover the liability as a **tenant** with respect to the **owner** for damage incurred to the **building** and the **furnishing content** therein, up to the amounts insured and intervention limits provided for, when caused by a sudden and unforeseeable event, and resulting in non-excluded damage except:

- if the **tenant** is validly insured
- in the event of malice, intentional acts or **breach of the general duty of care**, provided that the perpetrator is not under 16 year old at the time of the events
- if, when booking, the **tenant** committed an omission or inaccuracy concerning the number of people or the rental purpose and there is a causal link with the **claim**
- damage resulting from the organisation of student parties, stag/hen parties, lockdown parties or any other similar event.

We also cover the **tenant's** civil liability for damage caused to **third parties** according to the specific limitations mentioned in point 2.4.

1.3. Estimation and indemnity for damage

(Art. 121 of the law of 4 April 2014 and Art. 9 of the Royal Decree of 24/12/1992)

Damage assessment

- For coverage : **building** and the **furnished content**, we compensate
 - at **as-new value**, without deducting the **obsolescence** of the damaged item or the damaged part
 - at **real value** if the **obsolescence** exceeds 30%.
- **Special cases** : we compensate
 - at **real value**: linen, bed linen and clothing effects
 - at **current value**: the animals
 - at **replacement value**: special items, namely fine art furniture, paintings, art objects or collector's items.
 - limited to the **real value** of a device of comparable performance, both in the event of repair or replacement: damage caused to electrical or electronic appliances.
 - up to the cost of replacement by young plants of the same variety : plantations
- For liability insurance, **the real value** of the damaged items is taken into account.

1.4. Indexation of amounts

The insured amounts and the indemnity limits are not indexed except the sums insured for **third-party** liability insurance, which is always linked to the consumer price index, the basic index being that of January 2001, i.e. 177.83 (base 100 in 1981). The index applicable in the event of a **claim** is that of the month preceding the month of its occurrence.

2. EXCLUSIONS AND LIMITATIONS

2.1. General exclusions

We never cover damage

- resulting from inappropriate use of the insured items
- resulting from normal wear and tear or gradual deterioration, in particular damage due to normal use of the items, cosmetic damage, i.e. damage which does not reduce the use value of an item the normal value of goods (scratches, nicks, dirt) which an **owner** could expect in the context of a rental situation, as well as aesthetic losses following the repair of a **claim**
- caused directly to the insured items by vermin, insects, rodents
- which fall under a manufacturer's or supplier's warranty
- resulting from theft, attempted theft or caused by **third parties**.

2.2. General limitations

We limit our intervention

- to **claim** over EUR 100 include all taxes
- per **claim**, at EUR 800,000 including all taxes, including additional cover, with the exception of the costs of rescue and the limits provided for **third-party** liability insurance
- at EUR 3,400 per destroyed or damaged object forming part of the **furnishing content**. The collections are each indemnified up to a maximum of five times this limit.

No **proportional rule** or deductible will apply.

For Emergency Assistance, there is no minimum intervention threshold.

2.3. Specific limitations or exclusions

2.3.1. The replacement of keys

We limit our intervention to

- cases where you cannot enter the main building due to the loss, theft or forgotten the key to an access door or damage of the lock by the **tenant**. **We** take care of the intervention of a locksmith on site and, if necessary, the replacement of the lock up to EUR 1,100 per **claim**.

2.3.2. Damage to the **garden**

We limit our intervention to

- EUR 10,000 per **claim**

The coverage includes the costs of restoring the garden, even if the insured items have not been damaged, and the costs resulting from damage caused by pets not belonging to the **owner**.

2.3.3. Damage to the **pool**

We limit our intervention to

- EUR 50,000 per **claim**

2.3.4. Sanitisation following a bedbug invasion

We limit our intervention to

- the cost of sanitising the **building** and **furnishing contents** up to EUR 3,000 and with a deductible of EUR 1,330

2.3.5. **Claim** related to or due to fuel oil

We exclude our intervention

- if the regulations applicable to tank inspections have not been complied with and provided there is a causal link with the **claim**.

2.4. Civil Liability towards third parties

We limit our intervention

- to **claims** for which the civil liability of the **tenant** can be engaged on the basis of Articles 1382 to 1386bis of the Civil Code, including the **recourse of third parties** for damages caused to third parties as a result of
 - the **building** and **furnishing content**
 - paths, particularly following failure to remove snow, ice or sleet
- neighbourhood disturbance within the meaning of Article 544 of the Civil Code following a sudden and unforeseeable event for the **tenant**, unless it opposes the occupants of the **building**
- by harmful event, up to
 - EUR 18,425,000 for indemnity for bodily injury
 - EUR 3,685,000 for indemnity for material damage.

3. ADDITIONAL GUARANTEES

3.1. Principles

In the event of a covered **claim**, the **owner** benefits from the additional guarantees in addition to the indemnity of his damage to the property.
The costs incurred correspond to the legal obligation to take all reasonable measures to mitigate the consequences of the **claim** (Art. 75 of the law of 4 April 2014).

3.2. Guarantees

3.2.1. Salvage costs

3.2.2. Clearance and demolition costs of insured property

3.2.3. Sanitisation costs

In the event of

- asbestos dispersion
- a flow of liquid heating fuel from the **building**, even if the insured property has not been damaged

we cover the costs for

- the remediation sanitisation of polluted land (evacuated or not), including its clearance and transportation
- restoration of the garden after sanitisation

We limit our intervention to a maximum of EUR 19,800.

3.2.4. Cleaning costs

In addition to cleaning of the property damaged by the **claim**, covered by your basic guarantees, **we** take care of the cleaning of the site once the repair work for the **claim** has been completed.

3.2.5. Preservation and storage costs

of the salvaged items.

3.2.6. Loss of use

during the normal reconstruction period of your **building**.

3.2.7. Costs related to a **claim** caused by water or fuel oil

We limit our intervention to

- costs related to
 - the search for the pipe causing the **claim**
 - restoration following this search
 - repair or replacement of the part of the pipe which is the cause of the **claim**
- EUR 2,200 for the costs mentioned in the three previous points when the items have not been damaged or if the **claim** is not covered.
- the resulting loss in value of the **building** set by the company up to a maximum of EUR 5,500.

3.2.8. Costs related to a **claim** caused by the action of electricity

We limit our intervention to

- costs related to
 - looking for the fault in the electrical installation which is the cause of the **claim**
 - restoration following this search
 - repair or replacement of the defective part which is the cause of the **claim**
- the resulting loss in value of the **building** set by the company up to a maximum of EUR 5,500.

3.2.9. Costs related to breakage and cracking of glassware

We limit our intervention to

- the reconstitution or replacement of inscriptions, decorations, engravings present on the glazing following their replacement
- damage to frames, chassis, bases and insured property located nearby.

3.2.10. Costs related to abnormal consumption

We limit our intervention to

- EUR 3,400 for the loss of water, fuel oil or heating liquid, electricity or data following a covered **claim**.

COMMON PROVISIONS

1. CLAIMS

1.1. Obligations of the owner and the tenant

(Art. 74 to 76, 110, 121, 143 to 145 of the law of 4 April 2014, and the annex to the RD of 24 December 1992)

In the event of a **claim**, the **owner** and the **tenant** more specifically undertake to

- take all useful and reasonable measures and follow the recommendations set out in the aforementioned articles of law mentioned above
- refrain from any acknowledgment of liability or any promise of indemnity;
- It goes without saying that they can recognise the materiality of the facts and provide emergency financial assistance and immediate medical care to any victim
- not to waive recourse against those responsible and guarantors without our authorisation
- immediately file a complaint with the judicial or police authorities in the event of property damage, vandalism or malicious acts
- inform us in a precise way about its circumstances, its causes, the extent of the damage, the extent of the injuries, the identities of witnesses and victims.
All this is to be done as quickly as possible and, if possible
 - within 24 hours in the event of property damage, vandalism or malicious acts
 - within 8 days, in other situations
- collaborate in its regulations, i.e. in particular to allow our delegate or our expert access and to facilitate their findings, and to take the necessary steps in the event of an attack or labour dispute
- send us all legal or extrajudicial documents when their liability is called into question

2. LIFE OF THE POLICY

2.1. Laws and regulations

Your policy is governed by Belgian law and in particular by

- the law of 4 April 2014 relating to insurance
- the law of 1 April 2007 relating to insurance against damage caused by terrorism
- the royal decrees of
 - 24 December 1992 with regard to simple risks regulating insurance against fire and other perils
 - 24 December 1992 implementing the law of 25 June 1992 on land insurance policies
 - 22 February 1991 laying down general regulations relating to the supervision of insurance companies
 - 12 October 1990 and 15 January 2007 relating to legal protection insurance
- any other regulations in force or to come.

These regulations are available on the website www.fsma.be.
For your convenience, **we** mention the enforcement articles.

2.2. Your policy

2.2.1. Parties to the insurance policy

(Art. 5 of the law of 4 April 2014)

The Policyholder

ASTERIA SRL acting under the Ardennes-étape brand. Head office : Avenue Constant Grandprez 29, 4970 Stavelot (Belgium) • N° BCE : 0473.952.094.

We

AXA Belgium, SA approved under the number 0039 to practice life, and non-life branches (RD 04.07.1979, M.B. 14.07.1979) • Head office: Place du Trône 1, 1000 Brussels (Belgium) • Website: www.axa.be • Tel: 02 678 61 11 • Crossroads Bank of Enterprises N°: VAT BE 0404.483.367 Brussels Legal Persons Register

Inter Partner Assistance, jointly and severally with AXA Belgium, for Info Line and Première Assistance. Inter Partner Assistance, S.A., insurance company, licensed as number 0487 to practise the assistance insurance class (RD 04.07.1979 and 13.07.1979, M.B. 14.07.1979) Headquarters: avenue Louise 166 bte 1 - 1050 Brussels (Belgium) Crossroads Bank of Enterprises N°: VAT BE 0415.591.055 Brussels Legal Persons Register

Inter Partner Assistance gives a mandate to AXA Belgium for all matters relating to the acceptance of risks and the management of policies linked to assistance, excluding **claims**.

2.2.2. Point of contact in the event of questions or disputes

Your intermediary is a specialist who can help you. His or her role is to inform you about your policy and to carry out all the necessary procedures for you in relation to us. He or she also intervenes on your side if a problem should arise between you and us.

If you do not share our point of view, you can call on our Customer Protection service (Place du Trône 1 in 1000 Brussels e-mail: customer.protection@axa.be).

If you feel that you have not obtained the appropriate solution in this way, you may contact the [Insurance Ombudsman Service](#) (Square de Meeûs 35, 1000 Brussels, website: www.ombudsman.as).

You can always request the intervention of the courts.

2.3. Processing of your personal data

Responsible for the data processing

AXA Belgium S.A., with its head office at Place du Trône 1, 1000 Brussels, registered with the Banque Carrefour des Entreprises (Belgian National Crossroads Database for Businesses) under no. 0404.483.367 (hereafter called “AXA Belgium”).

Data Protection Officer

The AXA Belgium Data Protection Officer can be contacted at the following addresses:

by post: AXA Belgium - Data Protection Officer (TR1/884)
Place du Trône 1
1000 Brussels

by email: privacy@axa.be

Purposes of data processing and intended recipients

Personal data, communicated by the data subject or obtained legitimately by AXA Belgium from companies of the AXA group, companies related to them, the employer of the data subject or third parties, can be processed by AXA Belgium for the following purposes:

- managing the internal AXA Belgium people database:
 - This involves processes to establish and to keep updated databases - especially identification data - relating to all natural persons or legal entities who are in contact with AXA Belgium.
 - These databases are kept up to date and enriched based on information that the data subject is providing to AXA Belgium or information from trusted external sources of data.
 - These processes are required to execute the insurance policy or comply with a legal obligation.
- managing the insurance policy:
 - This involves processes to accept or to refuse - in an automated way or not - the risks prior to agreeing the insurance policy or when redrafting it subsequently; to fashion, to update and to terminate the insurance policy; to recover - in an automated way or not - the unpaid premiums; to manage the claims and to settle the insurance benefits.
 - These processes are required to execute the insurance policy and legal obligation.
- customer service:
 - This involves processes carried out as part of the services provided to the customers in addition to the insurance policy (for example, the offering of tools and services in order to simplify the management of the insurance policy, to access the documents in relation to the policy, or to facilitate formalities for the data subject in case of claim).
 - These processes are required to execute the insurance policy and/or these additional services.
- managing the relationship between AXA Belgium and the insurance broker:
 - This involves processes within the context of the collaboration between AXA Belgium and the insurance broker.
 - These processes are necessary to the legitimate interests of AXA Belgium of executing agreements between AXA Belgium and the insurance broker.
- detecting, preventing and combating fraud:
 - This involves processes to detect, prevent and combat - in an automated way or not - insurance fraud.
 - These processes are necessary to the legitimate interests pursued by AXA Belgium of maintaining the technical and financial balance of the product, the branch or the insurance company itself.
- combating money laundering and terrorism financing
 - This involves processes to prevent, detect and combat - in an automated way or not - money laundering and terrorism financing.
 - These processes are required to execute a legal obligation to which AXA Belgium is subject.
- executing tests
 - This involves processes to develop and ensure the adequate functioning of new or updated applications.
 - These processes are necessary to the legitimate interests pursued by AXA Belgium of developing applications to perform its activities or serve its customers.

- monitoring the portfolio:
 - This involves processes to control and, if appropriate, to restore - in an automated way or not - the technical and financial balance of insurance portfolios.
 - These processes are necessary to the legitimate interests pursued by AXA Belgium of maintaining or restoring the technical and financial balance of the product, the branch or the insurance company itself.

- statistical studies:
 - This involves processes by AXA Belgium or a third party to carry out statistical studies with a variety of purposes such as road safety, preventing domestic accidents, fire prevention, improving AXA Belgium management processes, risk acceptance and pricing structure.
 - These processes are necessary to the legitimate interests of AXA Belgium of social engagement, search for efficiency and improving the knowledge of its business activities.

- risk management and oversight:
 - This involves processes by AXA Belgium or a third party to carry out risk management and oversight of AXA Belgium's organisation, including inspections, complaints management and internal and external audit.
 - These processes are required to execute a legal obligation to which AXA Belgium is subject or necessary to the legitimate interests of AXA Belgium of ensuring appropriate safeguard measures for the governance of its activities.

If personal data has to be communicated

Inasmuch as personal data have to be communicated so that the purposes listed above can be performed, personal data may be communicated to other companies of the AXA Group and to companies and/or persons in relation with them (lawyers, loss adjusters, consultant doctors, re-insurers, co-insurers, insurance brokers, service providers, other insurance companies, external auditors, representatives, pricing monitoring bureau, loss settlement offices, TRIP ASBL, Datassur and other sectorial organisations) to be processed in accordance with these purposes.

These data may also be communicated to the supervisory authorities, competent public services and any other public or private body with which AXA Belgium may exchange personal data in accordance with the applicable legislation.

When the data subject is also a customer of other entities within the AXA group, these personal data can be processed by AXA Belgium in shared databases to maintain the customer database and especially to manage and update identification data.

The data subject may receive specific clauses from AXA Belgium during the execution of the policy, for example a clause applicable to the handling of a claim. Such specific clauses shall not affect the validity of this clause and its applicability for the purposes listed above.

Processing data for direct marketing purposes

Personal data, communicated by the data subject or obtained legitimately by AXA Belgium from companies of the AXA group, from companies in relation with them or from third parties, may be processed by AXA Belgium for direct marketing purposes (commercial activities, event invitations, personalised advertising, profiling, data coupling, brand notoriety, etc.) with the intention of improving the company's knowledge of existing and prospective customers, informing them about its products, activities and services and sending them commercial offers.

These personal data can also be communicated to other companies in the AXA Group and companies in relation with AXA Belgium and/or the insurance broker for the purpose of their own direct marketing or shared direct marketing processings, with a view to improving the knowledge of existing and prospective customers, informing them about its products, activities and services and sending them commercial offers.

In order to provide the most appropriate direct marketing services, these personal data may be communicated to companies and/or persons acting as sub-contractors or service providers for AXA Belgium, to other companies of the AXA group and/or the insurance broker.

These processings are necessary to the legitimate interests pursued by AXA Belgium for developing its economic activity. If appropriate, these processings can be based on the consent of the data subject.

Data transfer outside the European Union

Other companies of the AXA Group, and companies and/or persons in relation with them who receive personal data, may be located outside the European Union. Where personal data is transferred to third parties located outside the European Union, AXA Belgium complies with the legal and statutory provisions in force regarding such transfers. It ensures, especially, a level of protection appropriate to the personal data which is transferred, based on alternative mechanisms introduced by the European Commission, such as standard contractual clauses, or binding corporate rules of the AXA Group in the event of intra-group transfers (BOG 6/10/2014, p. 78547).

The data subject can obtain a copy of measures introduced by AXA Belgium to be able to transfer personal data outside the European Union by writing to AXA Belgium at the address below (paragraph “Contact AXA Belgium”).

Data storage

AXA Belgium stores the personal data collected relative to the insurance policy throughout the contractual relationship or the claims handling, updating them every time required by the circumstances, extended by the legal storage time or limitation period, so that it can meet the requests or any recourse that may be engaged after the end of the contractual relationship or after the closure of the claim.

AXA Belgium stores the personal data relating to offers refused or which were not followed up by AXA Belgium for five years after the offer was issued or the rejection was pronounced.

Need to provide personal data

AXA Belgium is requesting personal data relating to the data subject in order to conclude and execute the insurance policy. Failure to provide these data can make it impossible to conclude or execute the insurance policy correctly.

Confidentiality

AXA Belgium has done everything necessary to protect the confidentiality of personal data and to guard against any unauthorised access and any improper use, modification or deletion of the data.

To this end, AXA Belgium follows the service security and continuity standards and assesses regularly the security level of its processes, systems and applications and those of its partners.

Rights of the data subject

The data subject has the right to:

- obtain from AXA Belgium confirmation that his personal data are or are not processed and, when they are processed, to access this data;
- rectify and, if appropriate, complete his personal data that are inaccurate or incomplete;
- erase his personal data in certain circumstances;
- limit the processing of his personal data in certain circumstances;
- object, for reasons relating to his particular situation, the processing of personal data based on the legitimate interests of AXA Belgium. The data controller no longer processes the personal data, unless he can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject;
- object the processing of his personal data for the purposes of direct marketing, which includes profiling to the extent that it is related to such direct marketing;

- not be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her; except where this automated processing is required to conclude or execute a policy, in which case he has the right to obtain human intervention on the part of AXA Belgium, express his point of view and contest the AXA Belgium decision;
- receive his personal data that he has provided to AXA Belgium in a structured, commonly used and machine-readable format; to transmit these data to another data controller when (i) the processing of his personal data is based on his consent or for the contract execution requirements and (ii) the processing is carried out by automated means ; and to have his personal data transmit directly from one data controller to another, where technically feasible;
- withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal, when the processing of his personal data is based on his consent.

Changes made to this privacy clause

The processing of personal data may evolve due to different factors e.g. regulatory changes, technical developments and changes to the purposes of processing. AXA Belgium shall regularly release reviewed versions of the privacy clause on the “privacy” page of the AXA.be site. In case the changes are significant, AXA Belgium will take reasonable efforts to make sure the data subjects are made aware of these changes.

Contact AXA Belgium

When the data subject is a customer of AXA Belgium, he may go to his Customer Space on AXA.be where he can consult and manage his personal data and his preferences in terms of Direct Marketing.

The data subject can contact AXA Belgium to exercise his rights by filling in the form on the “Contact us” page via the “Protecting your data” button. This can be accessed by a hyperlink at the bottom of the AXA.be site home page.

The data subject can also write to AXA Belgium to exercise his rights. The signed and dated letter should be accompanied by a copy of his identity card and sent to: AXA Belgium Data Protection Officer (TR1/884), Place du Trône 1, 1000 Brussels.

AXA Belgium will process requests within the legal deadlines. Unless the request is clearly unfounded or excessive, no payment will be required to process his requests.

Lodging a complaint regarding the processing of personal data

Where the data subject believes that AXA Belgium is failing to comply with the relevant regulations, he is asked to contact AXA Belgium in priority. The data subject can submit a complaint to AXA Belgium via the email address privacy@axa.be or by filling in the form on the “Contact us” page via the “Unsatisfied about a product or a service? Notify us here” button. This can be accessed by a hyperlink at the bottom of the AXA.be site home page.

The person in question can also lodge a claim regarding the processing of his personal data to the Data Protection Authority at the following address:

Rue de la Presse, 35
1000 Brussels
Tel. + 32 2 274 48 00
Fax: + 32 2 274 48 35
contact@apd-gba.be

The data subject can also lodge a complaint with the Court of First Instance of his domicile.

GLOSSARY

In order to simplify the text of your insurance policies, **we** have grouped together in this Glossary an explanations of certain terms or expressions which are **in bold**, in your general terms and conditions. These definitions define our guarantee. They are listed in alphabetical order.

As-new value

For the **building**, the cost price of its reconstruction as new, including the fees of architects, security coordinators or design offices as well as, if they are not fiscally recoverable or deductible, taxes and duties generally of any kind.

For the **furnishing content**, the cost price of its reconstruction as new, including, if they are not fiscally recoverable or deductible, taxes and duties generally of any kind.

Breach of the general duty of care

Failure to meet standards that a normally prudent and reasonable **tenant** would observe:

- during a forecasted storm, leave windows or doors open
- in the event of bad weather, leave objects outside that are not intended for this purpose (chairs or tables, etc.)
- in case of absence, not lock the access to the **building**.

Building

This is the property described in the rental contract for furnished accommodation and reserved by the **tenant** client with Ardennes-étape for a specific stay.

The **building** can be a house, a chalet, a caravan, an apartment, a castle or any other type of atypical dwelling but must be located in Belgium or at most 50 kilometres from the Belgian border.

It includes in particular:

- separate or not separate constructions, foundations, yards, as well as fences and hedges
- garages and carports
- annexes
- the installation of solar panels placed by a professional installer

It does not include

- dilapidated constructions, doomed to demolition or unauthorised constructions.

Claim

Occurrence of a damaging event resulting in damage to the insured items or the liability of the **tenant** as well as the application of our cover.

Current value

The stock market or market value of an item.

Furnishing content

This is the movable property made available to the **tenant** during the stay in the **building**.

It includes in particular:

- motorised toys, bicycles
- motorised travel vehicles (e.g. electric scooter, etc.)
- boats up to 3 m in length, kayaks and canoes, and their accessories

It does not include

- self-propelled vehicles with a cylinder capacity exceeding 50 cc or whose speed exceeds 45 km/h as well as jet skis, trailers property belonging to the **tenant** or his guests
- valuables, precious metals, jewellery.

Garden

This includes

- all constructions intended for the use or decoration of the garden, including barns or shelters for animals
- the garden swimming pool, i.e. swimming pools for children or above-ground swimming pools which are inflatable, free-standing or in a tubular structure, as well as inflatable outdoor bubble baths
- all movable property intended for the use or decoration of the garden, whether located outdoors or inside the building
- the parcel of land adjoining the **building**, including sports fields, trees, shrubs, lawns, hedges not assimilated to a fence, plantations in the ground and in pots, without exceeding 5 hectares

It does not include:

- animals except those made available to the **tenant**. Outdoor fishes are in all situations excluded.

Non-habitability

Any event that renders the dwelling unusable, dangerous or unsafe, or creates a risk of further damage to the dwelling.

Obsolescence

The depreciation of an item based on its age and extent of its wear and tear.

Owner

The natural or legal person who owns the furnished **building** and who mandates Ardennes-étape to take care of its rental. Any person having the right to rent out the **building** is considered to be the owner.

Proportional Rule

The proportional rule reduces the indemnity that **we** owe in the event of a **claim**, when the information communicated to us and which served as the basis for drawing up the policy does not or no longer correspond to reality.

Real value

The **as-new value**, with deduction for **obsolescence**.

Recourse of third parties

Third party recourse is understood to mean the liability that the **owner** or the **tenant** incurs by virtue of articles 1382 to 1386 bis of the Civil Code for damage caused by a covered **claim** to property that is the property of **third parties**, including guests.

Replacement value

The purchase price to be paid on the domestic market for an identical or similar item in the same condition.

Storm

i.e.

- wind action measured at a top speed of at least 80 km/h by the RMI station closest to the **building**
- the action of wind which damages other property which are located within a radius of 10 kilometres of the **building** and which are insurable against the storm wind or have a wind resistance equivalent to the insured property.

Swimming pool

This includes

- an indoor or outdoor swimming pool, including a swimming pond (organic swimming pool), excluding children's swimming pools and above-ground swimming pools which are inflatable, free-standing or in a tubular structure, as well as outdoor bubble baths other than inflatable ones
- the associated fittings, technical equipment and hydraulic installations
- swimming pool covers and covers made of hard materials
- terraces and annexes intended for the use of the swimming pool
- all items (swimming accessories, furniture and equipment) intended for the use or maintenance of the swimming pool, whether located outside or inside the building

Any person entitled to rent out the **building** is considered to be the **owner**.

Tenant

The client who reserves the rental of a **building** that Ardennes-étape makes available on behalf of the **owner** on its website and all the people who enjoy the rented property during the stay.

Third Party

Anyone who is not considered a **tenant** or **owner**

We

The definition of the term "**we**" can be found on page 9 point 3.2.1. Parties to the contract.

You need to live a confident life and look to the future with peace of mind.
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