

GENERAL TERMS & CONDITIONS of insurance mediation

mawyc insurance

mawyc insurance is the trade name associated with Wyckaert-Comarit nv, and refers to the legal entity:

Wyckaert-Comarit nv
Afrikalaan 287
9000 Ghent
Belgium
T: +32 9 223 35 42
E: insurance@mawyc.be

Company registration number (CBE): 0400.076.795
Register of Legal Entities: Ghent

Our services

Our office offers insurance mediation services, i.e. the activities that consist of advising on insurance contracts, offering, proposing, performing preparatory work, furthermore, closing of insurance contracts and assisting with the management and its implementation. For our services, we generally receive a fee from the insurance company, which is part of the premium you pay as a customer. However, if applicable, this can also be part of a separate agreement.

Correct and complete information

Our office is for our service provision dependent on the information that you provide us. Therefore, it is important that you, as a client, provide our office with correct and complete information at the start and during the period of our service provision.

Our office will provide you with various documents within the framework of our services. You are expected to read these documents carefully. Our office can be contacted for any information, comments and/or possible anomalies. If you provide our office with incorrect or incomplete information, our office cannot be held liable for the consequences.

Confidentiality of data

Neither party - either our office or you yourself as the customer - may disclose any confidential information available to them within the framework of this relationship to third parties, with the exception of the information that must be communicated to third parties for the proper implementation of the agreement (for example: the (re)insurance company, expert, etc.) and the legal exceptions.

Complaint handling

Customer satisfaction is a priority for our office.

In accordance with our internal policies and procedures, our office has drawn up a regulation regarding the management of customer complaints. The purpose of this regulation is to investigate complaints concerning an insurance contract or a service provided within the framework of insurance distribution in an expert and fair manner.

Any detailed complaint may be submitted by email or by regular letter. Our office is committed to responding to such correspondence within a reasonable period of time. Whenever you wish or if you are not satisfied with the manner in which our office handled your complaint, you can always contact the Ombudsman for Insurance at:

Ombudsman for Insurance
Square de Meeûs 35, 1000 Brussels (Belgium)
T: +32(0)2 547 58 71
E: info@ombudsman-insurance.be

This service is authorised to mediate in insurance disputes on behalf of the consumer.

The fight against money laundering and terrorist financing

Within the framework of the fight against money laundering and terrorist financing and pursuant to the Law of 18 September 2017 on the prevention of money laundering and terrorist financing and on limiting the use of cash, you undertake to answer the questions that our office is obliged to ask correctly, and to provide the office with the requested documents upon first request.

Customer categorisation

In order to offer you the best possible customer service, our office has decided to categorise all its customers as non-professional customers. You have been informed about the possibility of submitting a request to be categorised as a professional customer on the condition that you meet the conditions laid down in the appendix to the Royal Decree of 19 December 2017 establishing further rules for transposing the Markets in Financial Instruments Directive referred to in Article 20 of the Royal Decree of 18 June 2019 implementing Articles 5, 19^o/1, 264, 266, 268 and 273 of the Insurance Act of 4 April 2014. Categorisation as a professional customer may imply a lower level of protection, however. If you wish to be categorised as a professional customer, please contact our office.

Solvency of insurance companies

Within the framework of their insurance distribution activities, our office is not responsible for the solvency of insurance companies.

Exclusion of extra-contractual liability

To the extent permitted by applicable law, any liability claim may be brought against our firm only on the basis of contractual liability. No claim for extra-contractual liability can be brought against our firm or its auxiliary persons (directors, employees, sub-agents, etc.) caused by a fault, other than gross negligence, even if the damage results from an act that is also qualified as "unlawful".

Applicable law

These terms and conditions are governed by and interpreted in accordance with Belgian law.

In the event of any differences in interpretation and/or discrepancies between the respective translations of the applicable provisions and the original Dutch version, the Dutch text shall at all times prevail. The Dutch version shall be solely and exclusively decisive for the correct interpretation and application of these provisions.

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