



# General Terms and Conditions

## BIL Visa Infinite

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# General Terms and Conditions Contract

## BIL Visa Infinite

### Preamble

The general terms and conditions set out in detail below define all the assistance services provided by EUROP ASSISTANCE as part of the BIL Visa Infinite contract.

The only coverage that may be invoked is that mentioned in detail under the special terms and conditions signed by the policyholder.

Preliminary note: Europ Assistance will not offer any coverage, will not make any payments nor provide any services described in the current contract if it could expose the company to any sanction, prohibition or restriction pursuant to the U.N. resolutions, or any commercial or economic sanctions pursuant to the laws and regulations of the EU and the USA.

### Chapter I - Conditions of application

#### 1.1 General definitions

##### **We**

EUROP ASSISTANCE SA, limited company governed by the Insurance Code, with its registered offices at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered in the Nanterre Trade and Companies Register under number 451 366 405, through its Irish subsidiary EUROP ASSISTANCE SA IRISH BRANCH, with its main offices at 4<sup>th</sup> floor 4-8, Eden Quay, Dublin 1, Ireland, D01 N5W8 and registered with the Irish Companies Registration Office under number 907089. Europ Assistance S.A. is supervised by the French Prudential Supervision and Resolution Authority ACPR located at 61, rue Taitbout, 75436 Paris Cedex 09, France. The Irish subsidiary operates according to the Code of Conduct for Authorized Insurance Activities published by the Irish Central Bank and is registered in the Irish Republic under number 907089 and operates in the Grand-Duchy of Luxembourg under the free provision of services. The support with and processing of complaints is carried out by Europ Assistance Belgium, with headquarters at Boulevard du Triomphe 172, 1160 Brussels, which is a subsidiary of Europ Assistance S.A.

##### **Policyholder**

BANQUE INTERNATIONALE A LUXEMBOURG SA., 69, route d'Esch L- 2953 Luxembourg, for the benefit of the Visa Infinite cardholder.

##### **(Physical) Accident**

A sudden and fortuitous event, unintended by the victim, which produces an injury that can be objectively certified.

##### **Accident (Vehicle)**

Any collision or impact with a stationary or mobile Vehicle, overturning, coming off the road or fire, making it impossible to use the Vehicle under normal safety conditions as defined by traffic regulations.

**Bicycle breakdown**

Any breakage or defect of a Bicycle as a result of a broken or defective piece or an electric failure that renders the Bicycle inoperable. A puncture is considered to be a breakdown.

**Cycle**

Any two- or three-wheeled Bicycle, driven with pedals or a crank mechanism by a maximum of 2 occupants and not equipped with an engine:

- Any Cycle with an electric support engine of which the power supply is completely interrupted when the Cycle reaches the speed of 45km/h and is not autonomous.
- Two- or three-wheeled freight Bicycles, horse-drawn waggons, segways, scooters and trailer bikes are also covered.

**Country of Domicile**

The country where the Insured Party's Domicile is situated.

**Country of Origin**

The country of which the Insured Party is a national.

**Domicile**

The place where the Insured Party is listed on the population register or on any other comparable administrative register.

**F.A.S.T.**

F.A.S.T. is a measure taken by the Flemish government and the Federal Police which aims at quickly securing and freeing motorways.

Any immobilised Vehicle in a traffic lane or on the hard shoulder of any motorway in Flanders and certain parts of the Brussels Ringroad is the responsibility of a F.A.S.T breakdown service mechanic in order to free the motorway as soon as possible. The F.A.S.T procedure generally does not apply to motorway service stations and, in certain cases, to motorway parking areas.

Only the police have the authority to order a F.A.S.T breakdown service mechanic to carry out the roadside assistance. This rule is governed by the law on traffic regulations, article 51.5.

**Franchise**

The part of the compensation that remains borne by the Insured Party.

**Garage**

A certified commercial business that holds the legal authorisations necessary to carry out the guarding, maintenance, and repair of Vehicles.

**Guaranteed Habitation**

Domicile of the Visa Infinite cardholder in Luxembourg and Belgium. For the services mentioned in article 6, the guaranteed habitation is extended to the second residence of the insured, so long as the second residence is located in Belgium or Luxembourg.

**Hotel costs**

The cost of the room and breakfast, up to the amounts mentioned in the general terms and conditions below and excluding any other costs.

**Illness**

An unforeseeable organic or functional alteration of health, giving rise to objective symptoms and requiring medical care, certified by a physician.

**The Insured Party**

The persons insured (hereinafter referred to as the "Insured Party") are:

- The cardholder of a valid Visa Infinite card or, in the case a legal person subscribes, the notion of insured shall apply to the natural person included in the Special Conditions;
- The spouse or common-law partner who lives with the Visa Infinite cardholder;

- Any person usually living under the same roof as the Visa Infinite cardholder. The unmarried descendants and first-degree ascendants living under the same roof as the Visa Infinite cardholder;
- The unmarried children (military personnel, students...) living elsewhere but Domiciled at the address of the Visa Infinite cardholder are also insured;
- The unmarried children who comply with social security regulations who study abroad, but domiciled at the address of the Visa Infinite cardholder.

### **Insured Vehicle**

With the exception of Vehicles with a commercial number plate or a dealer number plate, and as long as the Vehicle has passed the necessary technical checkups (MOT): all two-wheeled Vehicles, Vehicles destined for tourist and business use, four-wheel drive Vehicles, motor homes, vans with a maximum allowed weight of 3.5 tonnes destined to particular use through its licence plate number.

If they are being towed by the mentioned Vehicle: the Luggage trailer (max. 750 kg), the boat trailer (5.1.2.11), the camping car and caravan with a maximum allowed weight of 3.5 tonnes or not exceeding a length of 6 metres.

### **Loss**

Random event, entitling to coverage under this policy.

### **Luggage**

Personal effects brought by the Insured Party or transported on board the Insured Vehicle, including cats and dogs but excluding all other animals. The following are not regarded as Luggage: gliders, commercial goods, scientific equipment, construction materials, furniture, horses or cattle.

### **Natural Disaster**

A Natural Disaster is a sudden event of natural origin with devastating consequences on a large scale. Natural Disasters are events caused by climate or land that afflict the earth, specifically floods, tidal waves, tidelands or soil expansion (extreme droughts), earthquakes, landslides, volcanic eruptions, subsidence, surface collapse as well as any events directly resulting from these events. In the sense of the present agreement, rain and snowstorms are not considered Natural Disasters.

### **Repairer**

Any certified commercial business possessing all the legal authorisations to carry out the guarding, maintenance and repair of the Bicycle.

### **Terrorism**

An action or threat of action which is organised illegally for ideological, political, ethnic or religious purposes, carried out by an individual or a group, and which represents an assault on persons or which partially or completely destroys the economic value of material or immaterial goods, either to daunt the community and create a climate of uncertainty or to put pressure on the authorities, or to hinder the normal functioning of a service or a company and which is reported in the media.

### **Theft**

The disappearance of the Insured Vehicle or Cycle or part of the Vehicle or Cycle as a result of a theft that is not committed by or with the complicity of the Insured Party or one of their family members. To benefit from the coverage for Theft of the Insured Vehicle or Cycle, the Insured Party must file a theft report with the police. The number of this report must be communicated to the Insurer.

### **Vandalism**

Any act of destruction of the Insured Vehicle or Bicycle by a third party. An attempted theft is considered to be Vandalism. Not covered by the definition of 'Vandalism' are: minor damages, theft of accessories or personal objects and other damages that do not impede the normal use of the insured Bicycle or Vehicle.

### **Vehicle breakdown**

All mechanical, electrical, electronic or hydraulic defects affecting the Vehicle and preventing its normal use.

Also covered: puncture, loss of keys, and running out of fuel (the fuel costs remain at the Insured Party's expense).

## ***1.2 Geographical scope***

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Following the conditions of the agreement, the contract applies for:

### **1.2.1. Assistance to people (ch. II) and travel assistance (ch. III)**

Depending on the indication D or A with each article, the assistance services apply to Losses occurred:

D = in the country where the Insured Party is domiciled, as defined in article 1.1;

A = abroad, i.e. the entire world with the exception of excluded countries (mentioned below) and of the country where the Insured Party is domiciled;

D/A = both in the country where the Insured Party is domiciled and abroad, with the exception what is mentioned in point 3. below.

### **1.2.2. Vehicle assistance (ch. V)**

Depending on the indication D or A with each article, the assistance services apply to Losses occurred:

D = in the Insured Party's Country of Domicile, as defined in article 1.1, who is the usual driver of the Insured Vehicle;

A = abroad, i.e. the countries mentioned below except for those mentioned in point 3, from the Insured Party's Country of Domicile who is the usual driver of the Insured Vehicle: Andorra, Austria, Belgium, Belarus, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (except overseas territories), Germany, Gibraltar, Great Britain, Greece + islands, Hungary, Ireland, Italy + islands, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal (except Madeira and Azores), Romania, Russia (European part), San Marino, Serbia, Slovakia, Slovenia, Spain (except Canary Islands), Sweden, Switzerland, Turkey (European part), Ukraine, Vatican.

### **1.2.3. Countries and regions excluded from any assistance to both persons and Vehicles**

Afghanistan, Antarctica, Bouvet Island, British Indian Ocean Territory, Christmas Islands, Cocos Island, Crimean Peninsula, East Timor, Falkland Islands, French Southern Territories, Heard and McDonald, Kiribati, Marshall, Micronesia, Nauru, Niue, North Korea, Palau, Pitcairn, Solomon, Samoa, Somalia, South Georgia & S. Sandwich, St Helena, Syria, Tokelaou, Tonga, Tuvalu, U.S. Minor Outlying Islands, Vanuatu, Wallis & Futuna, Western Sahara. The personal civil liability guarantee does not apply if the Insured Party is travelling in Iran.

Countries or regions in a state of war or civil war, or where security is threatened by insurrections, riots, popular agitation, strikes or other fortuitous events impeding execution of the agreement.

## ***1.3 Divers conditions of application***

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### **1.3.1 Nature and duration of travel covered abroad**

The services shall be provided for any travel and stay for private or professional purposes. In the case of travel and stays for professional purposes, cover extends solely to activities of an administrative, commercial or cultural nature; with the exclusion of all activities of a dangerous nature, e.g., those undertaken by acrobats, animal trainers or deep-sea divers, and the following professional activities: climbing on roofs, ladders or scaffolding, descending into wells, mines or quarries, and the manufacture, use or handling of fireworks or explosives.

Travel abroad is covered under the current policy. When the travel abroad exceeds three (3) consecutive months, the guaranteed cover only extends to events occurring before the end of the first 3 months. Any return home for less than fifteen (15) days is not regarded as an interruption in the period of 3 months. However, the coverage mentioned in 2.3, 2.4, 2.7 and chapter 5 will be applicable during the first six (6) months of travel abroad. Any return home for less than fifteen (15) days is not regarded as an interruption in the period of six (6) months.

If the Insured Party wants to benefit from the coverage after three (3) months, they should contact Us first.

### **1.3.2 Replacement Vehicle**

§ 1 If a replacement Vehicle is provided for by this contract, We will put a Vehicle at the Insured Party's disposal within the limits of local availabilities. This Vehicle will be a category B at the rental company. We will reimburse the Insured Party any taxi expenses for picking up or returning the replacement Vehicle.

§ 2 The Insured Party commits to respecting the general terms and conditions of the rental agency when a replacement Vehicle is put at their disposal. Any expenses linked to the use of the Vehicle outside the guaranteed period, the incurred fines, fuel costs, toll costs, the price of supplementary insurances and the excess insurance for any damage caused to the Vehicle will be borne by the Insured Party.

### **1.3.3 Travel tickets**

When transporting or repatriating an Insured Party, the travel tickets covered will be first-class train tickets or economy class airline tickets, unless otherwise advised by a physician and depending on local availability. When the distance is less than 1,000 km, the Insured Party will only be provided with first-class train tickets.

### **1.3.4 Service providers**

The Insured Party always has the right to refuse the service provider offered (e.g. motor mechanic, repairman, transporter). In that case, We will suggest other local service providers to the Insured Party, within the limits of local availabilities.

The work or repair that the service provider undertakes will always be done with the consent and under the control of the Insured Party. For the repair cost and spare parts that are not covered by the policy, to the Insured Party is advised to demand a quote upfront.

The service provider is solely responsible for the work or repair they carry out.

### **1.3.5 Assistance on demand**

In the event Ourthat assistance is not covered by the contract, We will accept, under certain conditions to be established upfront, to put Our means and Our experience at the disposal of the Insured Party. All costs will be borne by the Insured Party. Contact Us.

## ***1.6 How to call on Our services***

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Our assistance services are available to the Insured 24 hours a day, 7 days a week:

By telephone: +32 2 541 90 45.

By e-mail: [help@europ-assistance.be](mailto:help@europ-assistance.be)

By fax: + 32 2 533 77 75



## Chapter II - Assistance to persons in the event of Illness, Accident and Death

The cover and services in Chapter II are applicable in case of –Illness, Physical Accident or Death of the Insured Party during their travel.

- Our services are not a substitute for the interventions of public services, particularly when urgent help is required.
- If the Insured Party is ill or gets injured during travel, they must first call the local rescue services (ambulance, hospital, physician) and then provide Us with the medical report of the physician who is treating them.

### ***2.1 Visit to the hospitalised person (D/A)***

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If the Insured Party is hospitalised during travel without the company of a relative, and physicians do not authorise the Insured Party's transportation or repatriation within five (5) days of being hospitalised:

- We will arrange and bear the cost of return travel of a relative chosen by the Insured Party from their country of residence or Domicile to allow them to be by the Insured Party's side;
- We will reserve a hotel room - within the limits of local availabilities - close to the hospital and bear the cost of the hotel room up to EUR 100 per day, for a maximum of seven (7) days during the hospitalisation.

### ***2.2 Hospital comfort (D/A)***

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If the Insured Party is hospitalised for a duration of minimum 48 hours following an Accident or Illness that took place during their travel and the local attending physician does not authorise their transport, We will organise, within the limits of local availabilities:

- The transfer of the Insured Party to a private room;
  - The improvement of the Insured Party's hospital comfort by bearing the cost of renting a television for the duration of the hospital stay;
  - A means of telecommunication (telephone in the room) for the duration of the Insured Party's hospital stay.
- We will not cover the communication cost, except in the case mentioned under article 8.2.2.

### ***2.3 Transport/repatriation of the ill or injured person (D/A)***

---

If the Insured Party is hospitalised following an Accident or Illness that took place during their travel and the local attending physician does not authorise their transport or repatriation, We will organise and cover, in accordance with medical requirements:

- either the return of the Insured Party to their Domicile or to a hospital service close to their Domicile;
- or the return of the Insured Party to their Country of Origin or place of residence of their spouse, father, mother or children or to a suitable hospital service in that place of residence.

Following medical requirements, the transport will be organised under medical supervision and by a light medical Vehicle, by ambulance, by sleeper train, by first-class train (sleeper or seated), by scheduled flight or by hospital flight. The medical interest of the Insured Party and the respect for current health regulations will be the only considerations in the decision to stop the transport, and in the choice of the means of transport.

The final decision on the repatriation of the Insured Party will be taken by Our physicians, after consultation with local and the Insured Party's usual attending physician, if needed. In case the Insured Party decides to refuse the decision considered to be the best by Our physicians, the Insured Party also explicitly exempts Us from all responsibility.

If the medical safety of the Insured Party requires a first transport to a nearby healthcare centre before one close to their Domicile, We will organise and cover the expense of this first transport.

If the Insured Party so desires, Our medical services will reserve a bed in the facility where their hospitalisation is scheduled.

## ***2.4 Accompaniment of the ill or injured person (D/A)***

---

If We organise the transport or repatriation of the Insured Party in accordance with article 2.3, We also arrange and cover the cost for the return of a person who is travelling with the Insured Party or who came to their bedside in accordance with article 2.1, to the place where the Insured Party has been repatriated in accordance with article 2.3. Depending on the advice of Our physicians, the return of the accompanying person will take place either with the Insured Party or separately.

If the person accompanying the Insured Party during their transport or repatriation afterwards wants to return to their place of residence, We will organise and cover the cost of their return to the place of residence.

## ***2.5 Return of the other Insured persons (D/A)***

---

If the transport or repatriation of the Insured Party in the conditions mentioned in article 2.3 prevents the other Insured persons from continuing their journey by the initially planned means:

- either We organise and cover the cost of their return from their place of immobilisation to their Domicile;
- or We will cover the cost for them to continue their travel, up to the amount We would have covered for the return to their Domicile.

## ***2.6 Replacement driver (D/A)***

---

If the insured driver dies or can no longer drive the Insured Vehicle due to Illness or an Accident and no other insured accompanying passenger can take over the driving:

- We will pay the salary and travel cost of the driver who must return the Insured Vehicle to the Domicile of the Insured person or the usual driver of the Insured Vehicle via the shortest itinerary;
- The other costs for the return trip (hotel, restaurant, fuel and toll costs, maintenance or repair costs for the Insured Vehicle...) remain at the expense of the Insured person.

The Insured Vehicle must be fit for travel and comply with legal regulations.

## ***2.7 Assistance in case of death (D/A)***

---

§ 1. If the Insured Party passes away while travelling and the burial or cremation is to take place in their Country of Domicile or their Country of Origin, We organise the repatriation of the mortal remains from the hospital or the morgue to the Country of Domicile or Origin. We will cover:

- The costs of funeral treatment and casketing;
- The costs of the coffin and other special arrangements required for the transportation up to a maximum of 1,500 EUR;
- The costs of transporting the coffin, excluding the costs of the funeral service and of the burial or cremation.

§ 2. If the family of the deceased Insured Party wants to repatriate the remains to a country that is not the Country of Domicile or the Country of Origin, We accept to organise this repatriation and cover the cost up to the amount We would have allowed under § 1.

§ 3. If the burial or cremation takes place in the country where the Insured Party passed away, We will cover the costs listed below, up to the total amount We would have allowed under paragraph 1.

- The costs of funeral treatment and casketing;
- The cost for the coffin and the urn up to an amount of 1,500 EUR;
- The cost of transport of the body, excluding the costs of the funeral ceremony;
- The cost of the repatriation of the urn to the Country of Domicile or Country of Origin;
- A return travel ticket from one of the Countries of Domicile or Origin that allows a relative of the second degree to join the remains.

§ 4. If the decease of the Insured person prevents the other Insured persons travelling with the deceased from continuing their journey by the initially planned means, We will organise and cover the cost for the return of the other Insured persons to their Domicile.

## **2.8 Sending eyeglasses, prostheses and medication (A)**

---

If the Insured Party is travelling and can not locally find the same or similar eyeglasses, prostheses or medication that they use, and provided they are essential and prescribed by a physician, We will order these items in the Insured Party's Country of Domicile based on their indications and deliver these by the means chosen by Us. This service is subject to the agreement of Our Physicians, the local legislation, and as long as the equivalent amount in EUR of the price of the medication is sent to Us by the Insured Party, upfront and by the means chosen by them. We will cover the cost for sending these items, the purchase price must be covered by the Insured Party.

## **2.9 Transport/repatriation of Luggage (D/A)**

---

Our expense cover for the return to their Domicile of the Insured Party also includes the transport cost of the Insured Party's Luggage, under the guarantee of a waybill from a professional forwarder. We decline any responsibility in the event of Loss, Theft or damage to the Luggage if the Insured Party leaves the Luggage unattended inside the Insured Vehicle We are transporting.

## **2.10 Mountain Accidents: search costs (D/A)**

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We reimburse the Insured Party, up to a maximum of 10,000 EUR, the costs of search and rescue in the event of an Accident on marked ski slopes open to skiers at the time of the Accident. We will reimburse the Insured Party, up to a maximum of 10,000 EUR, the costs of search and rescue operations in mountain areas in order to save their life or body if the rescue is the result of a decision taken by local competent authorities or official emergency rescue services.

Alongside an invoice for expenses incurred, We will ask the Insured Party for a statement from the rescue services or the local police confirming the identity of the person involved in the Accident.

## **2.10 Mountain Accidents: rescue costs (D/A)**

---

In the event of an Accident on marked ski slopes open to skiers at the time of the Accident, We cover the costs of taking the Insured Party from the place of the Accident to the nearest hospital.

## **2.12 Complementary reimbursement of medical costs incurred abroad (A)**

---

When the Insured Party is not affiliated with any health insurance in their Country of Domicile, or when they do not comply with the regulations of their health insurance in the Country of Domicile (specifically if the Insured Party has not paid the insurance premiums), Our intervention will be limited to a maximum amount of 2,500 EUR for all of the medical costs incurred.

§ 1. The complementary reimbursement covers the care received abroad following an Illness or an Accident that occurred during travel and that was not foreseeable and did not have any previous history.

§ 2. The complementary reimbursement intervenes after depletion of the compensations which the Insured Party can claim for the same risks from social security, any health insurance and/or any other provision or insurance institution. The coverage of medical expenses stops when repatriation of the Insured Party is completed or when the Insured Party refuses or defers Our offer to repatriate them.

§ 3. The medical costs incurred abroad that qualify for Our complementary reimbursement are the following:

- medical and surgical fees;
- medications prescribed by a physician;
- urgent minor dental care up to a maximum of 200 EUR per person;
- hospitalisation cost;

- cost of an ambulance ordered by a physician for a local trip.
- cost of prolonging the patient's stay at the hotel under a physician's orders, up to a maximum of 500 EUR, if the ill or injured Insured Party cannot return to their Country of Domicile on the initially scheduled date.

§ 4. The complementary reimbursement of medical costs cited in §2 and §3 is guaranteed up to a maximum of 500,000 EUR per person and per year of insurance. Reimbursement will be made based on documentary evidence:

- A detailed medical report from the prescribing physician who is treating the Insured Party abroad;
- Detailed accounts from social and/or insurance institutions that justify the reimbursements obtained as well as copies of invoices and expense notes;
- If the Insured Party's health insurance or any other contingency or insurance agency refuses to intervene, the Insured Party must send Us the proof of refusal and the original documents of their disbursements.

Reimbursement will be made with the deduction of an excess of 75 EUR per claim. For urgent minor dental care an excess of 35 EUR will be applied.

### **2.13 Advance for hospital costs (A)**

---

When We advance the sum of the guaranteed costs mentioned in art. 2.12 §3 to the hospital, We will send the Insured Party the invoices for which We have advanced the money. The Insured Party is responsible for sending them to their social security office and/or any other insurance institution and to reimburse Us the amounts that they cover.

The transaction costs will be borne by the Insured Party.

### **2.14 Primary transport (D)**

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In the event of Accident or Illness which occurs while the Insured Party is travelling in their Country of Domicile, We pay the costs of their primary transport (ambulance) up to a maximum of 125 EUR after the intervention of health insurance.

### **2.15 Psychological assistance after serious trauma (D/A)**

---

If the Insured Party is the victim of a serious psychological shock such as the death of a close relative, a work Accident, a traffic Accident, attack, car-jacking or a home-jacking, We organise and pay for the first treatment sessions in Belgium or Luxembourg with a specialised psychologist designated by Our medical examiner after consent of Our physician (5 sessions maximum).

If the Insured Party is travelling outside Belgium or Luxembourg, the treatments will be held by telephone.

If the Insured Party is in Belgium or Luxembourg, the psychologist will contact them within 24 hours of the Insured Party's first call in order to arrange the first appointment.

These consultations are held in French, Dutch or English.

### **2.16 Ski-pass and ski lessons (D/A)**

---

If the condition of the Ill or Injured Insured Party leads to hospitalisation for more than 24 hours and/or a repatriation organised by Us, their ski-lift pass and ski lessons will be reimbursed pro rata for the time that they could not be used. The insurance company's reimbursement is limited to 500 EUR incl VAT for the whole coverage.

### **2.17 Pets (A)**

---

In the event of Accident or Illness of an animal (dog or cat) that accompanies the Insured Party, providing that all vaccinations are in order, We will pay the veterinary costs up to a maximum of 75 EUR upon presentation of original receipts.

In the event of repatriation of Insured Party who is ill or injured, We will also cover the costs of the return of the pet (dog or cat) left unguarded if no other Insured person can take care of it.

## Chapter III - Travel assistance

### ***3.1 Loss or Theft of travel documents and travel tickets (A)***

---

§ 1. In the event identification papers (identity card, passport, driving licence) are lost or stolen while travelling, We will advise you on the steps that need to be taken.

We cover the administrative costs for the renewal of the Insured Party's papers as well as the transport costs to comply with the necessary administrative steps up to a maximum of 500 EUR. The Insured Party must supply Us with original receipts for their expenses.

§ 2. If travel tickets are lost or stolen while travelling, We offer Our service to the Insured Party to order the necessary tickets to continue their trip. The cost of the tickets will be borne by the Insured.

### ***3.2 Loss or Theft of Luggage (A)***

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In the event of Loss or Theft of the Insured Party's Luggage during travel and provided that they filed a complaint with the local authorities, We will organise and cover the cost for sending the Insured a suitcase containing replacement personal effects. We will pick up this suitcase at the Insured Party's Domicile to send it to their place of stay.

### ***3.3 Early return due to hospitalisation of a relative (D/A)***

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§ 1. When the Insured Party's spouse, father, mother, father-in-law, mother-in-law or child over the age of 18 is unexpectedly hospitalised in one of the countries of Domicile or Origin for more than five (5) days while the Insured Party is travelling and the local physician certifies that the seriousness of the condition of the patient justifies a presence at their bedside, We organise and pay for:

- either the one-way return to the country of the hospitalisation of all insured persons that have the same required family relationship with the patient as well as the minors that accompany them. The cost of this return is only covered by Us up to the limit of the cost of the return to their Domicile.
- or round-trip tickets for certain insured persons that have the required family relationship up to the limit of the total cost of the return tickets in accordance with the preceding paragraph. The return at Our cost must occur within fifteen (15) days of their outward journey.

§ 2. If in the situation described in article 3.3. §1, the Insured Party must abandon their Insured Vehicle on-site and none of the accompanying persons can drive it and the Insured Party will not be returning there, We send a driver to bring it back to the Insured Party's Domicile under the same conditions as in art. 2.6.

### ***3.4 Early return because of hospitalisation of the Insured Party's child under 18 years of age (D/A)***

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§ 1. When the Insured Party's child under the age of 18 must be unexpectedly hospitalised in their Country of Domicile or Origin for more than 48 hours while the Insured is travelling, We organise and pay for the Insured Party's return to their Country of Domicile. If the child is hospitalised in a country other than the Insured Party's Country of Domicile, We organise and pay for the Insured Party's trip to that country up to the amount that the repatriation to the Country of Domicile would have cost.

§ 2. If, as part of the situation described in article 3.4. §1, the Insured Party must abandon the Insured Vehicle on the spot and none of the accompanying persons can drive it and the Insured Party will not be returning there, We send a driver to take the Vehicle to their Domicile under the same conditions as in art. 2.6.

§ 3. If the Insured Party cannot immediately go to their child, We will keep them informed about the progress of the child's health.

### ***3.5 Early return following a death (D/A)***

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§ 1. If a family member of the Insured Party (i.e. their partner, parents(-in-law), children(-in-law), brother(-in-law), sister(-in-law), grandparents on mother's and father's side of the Insured and their partner, grandchildren of the Insured Party and their partner) dies unexpectedly while the Insured Party is travelling privately, We will arrange and pay for a one-way ticket to the Country of Domicile or the Country of Origin of all the insured persons who have the required family relationship with the deceased. A death certificate issued by the municipality, proving the family relationship, must be sent to Us as soon as possible.

§ 2. If certain insured persons, having the family relationship mentioned in §1 with the deceased, prefer to remain on-site, We will provide the other insured persons with the required family relationship with one or more round-trip tickets up to the value of the total cost of the one-way tickets that We would have paid for according to the preceding paragraph. The return paid for by Us must take place within seven (7) days of the funeral.

§ 3. If the funeral of the deceased takes place in a country other than the Insured Party's Country of Domicile or Origin and if the Insured Party wishes to attend the funeral, We will cover an amount up to the costs that We would have agreed to cover if We paid for a one-way ticket to the Insured Party's Domicile.

§ 4. If, under the circumstances described in article 3.5 §1, the Insured Party must abandon their Insured Vehicle on the spot and none of the accompanying persons can drive it and the Insured Party will not be returning there, We send a driver to take the Vehicle back to the Insured Party's Domicile under the same conditions as in art. 2.6.

### ***3.6 Early return because of a serious Accident to the Domicile (D/A)***

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When the presence of the Insured Party is required after serious damage to their home resulting from fire, water damage, storm, hail, explosion, implosion, or burglary while the Insured was travelling, We organise and cover the cost of transport of an insured person to return to the home and later go back to their place of stay, if necessary. The return to their place of stay should occur within fifteen (15) days.

Proof of the Loss as drawn up by the local authorities must be sent to Us as soon as possible.

### ***3.7 Transmission of urgent messages (D/A)***

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If the Insured Party is unable to contact a person in their Country of Domicile, We transmit urgent national and international messages of the Insured Party following a serious incident (Illness, injury or Accident) at Our cost. The contents of the message cannot engage Our responsibility and must abide by Luxembourg and international legislation.

### ***3.8 Advance of money (A)***

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If the Insured Party has made a request for assistance covered by the present contract and they are confronted with unexpected expenses, We put the amount that the Insured Party needs in foreign currency at their disposal, at their request and up to maximum 5,000 EUR. A reimbursement guarantee will be required before the funds are advanced.

### ***3.9 Assistance of an interpreter (A)***

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When the Insured Party is entitled to an assistance abroad covered by this policy, Our services or Our correspondents will help them if they have serious problems understanding the language in the country where they are.

### ***3.10 Replacement driver on request (D/A)***

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If it is impossible for the Insured Party to drive their Vehicle during a personal trip and none of the accompanying persons can drive it, We will provide a replacement driver to bring the Insured Party to their Domicile, at their expense and after receipt of the necessary funds for this service.  
The Insured Vehicle must be fit for travel and comply with legal regulations.

### ***3.11 Assistance in the event of legal proceedings (A)***

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If legal proceedings are brought against the Insured Party abroad following a traffic Accident, We will advance, as soon as the Insured Party arranges for a guarantee or deposit of an equivalent amount in Our favour:

- the amount of the bond demanded by the authorities, up to a maximum of 15,000 EUR per Insured Party subjected to legal proceedings. For the application of this service, We ask the Insured Party for a certified copy of the ruling of the authorities;
- the fees of a lawyer that the Insured Party has freely chosen abroad, up to a maximum of 5,000 EUR.

The Insured Party commits to reimbursing Us these advances at the latest thirty (30) days after Our payment. We do not intervene for judicial continuation in Belgium of action taken against the Insured while they were abroad.

## **Chapter IV - Travel information**

### ***4.1 How to reach Our Information Service***

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Our Travel Information Service is open 24 hours a day, 7 days a week. They will inform the Insured Party about questions concerning:

- Passports;
- Vaccines;
- Climates;
- Sanitary conditions of the country;
- Hotels;
- Tourist points of interest (monuments, museums, archeological sites...).

This information will be supplied exclusively by telephone. Certain questions may require some time to answer. We are by no means responsible for the interpretation or use that the Insured Party will make of the information received. Information is given in French, Dutch or English.

## **Chapter V - Assistance to the Insured Vehicle and immobilised passengers in the event of breakdown, Accident or Theft of the Vehicle**

### ***5.1 Vehicle(s)***

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#### **5.1.1 Special conditions of application**

##### **Registration of the Insured Vehicle**

The Insured Vehicle must be registered in a country mentioned in 1.2.2.

### **Operative events**

The services cited in article 5.1.2 are applicable in the event of breakdown, Accident, Theft, attempted theft or act of Vandalism to the Insured Vehicle.

### **The Insured Party**

The physical person defined in article 1.1 as the usual driver of the Insured Vehicle and the passengers who are Domiciled in a country mentioned in 1.2.2.

## **5.1.2 Guarantees**

### *5.1.2.1 Breakdown service/ towing/ transport in the Country of Domicile (D)*

§ 1. When the Insured Vehicle is immobilised in the Insured Party's Country of Domicile, We organise and pay for the sending of a breakdown mechanic. If the Insured Vehicle is not repairable on-site, We organise and pay for:

- If the Insured Vehicle is repairable on the day of the call:
  - the towing of this Vehicle to the nearest Garage or, if the Vehicle is under manufacturer's guarantee, to the Garage authorised by the manufacturer and nearest to the place of immobilisation;
  - the transfer of the immobilised driver and passengers to the Garage where the Insured Vehicle is taken.
- If the Insured Vehicle is not repairable on the day of the call:
  - the towing of this Vehicle to the Garage that the Insured Party has specified to Us in their Country of Domicile;
  - the transfer of the immobilised driver and passengers either to the Garage where the Vehicle is taken or to the Insured Party's Domicile.

§ 2. If the Insured Party has called on a breakdown mechanic without Our intervention, We will refund the costs of breakdown service/towing up to a maximum of 200 EUR per breakdown service.

§ 3. If the Vehicle is immobilised in the F.A.S.T. zone (motorways in Flanders and part of the ringroad of Brussels, see 1.1., F.A.S.T.) and if the Vehicle is repaired or towed by a F.A.S.T. breakdown service, We will reimburse the breakdown-towing costs as well as the costs for signage.

§ 4. The costs for repair and spare parts will be borne by the Insured Party.

### *5.1.2.2 Breakdown service/ towing/ transport abroad in the event of immobilisation of the Insured Vehicle for less than a day (A)*

§1. When the Insured Vehicle is immobilised abroad and can be repaired on the same day, We organise and pay for the sending of a breakdown mechanic. If the Insured Party's Vehicle cannot be repaired on site, We will organise and pay for:

- the towing of the Vehicle to the nearest Garage or, if the Vehicle is under manufacturer's guarantee, to the Garage authorised by the manufacturer and nearest to the place of immobilisation;
- the transfer of the immobilised driver and passengers to the Garage where the Vehicle is taken.

§ 2. If the Insured Party has called on a breakdown mechanic without Our intervention, We will refund the costs of breakdown service/towing up to a maximum of 200 EUR per breakdown service.

§ 3. The costs for repair and spare parts will be borne by the Insured Party

We search for and send to the Insured Party, at Our cost, the parts required for the smooth operation of the Insured Vehicle if the Garage owner cannot find them locally. The cost of the spare parts will be borne by the Insured Party.

### *5.1.2.3 Sending of spare parts (D/A)*

We will search for and ship to the Insured Party, at Our cost, the parts required for the smooth operation of the



Insured Vehicle if the Garage owner cannot find them locally. The Insured Party commit to reimbursing Us for the parts at the price incl. VAT in the country where We purchased them. Every ordered part must be paid for. If the price of the parts exceeds 500 EUR, We will ask the Insured to pay for them in advance. The unavailability of parts in the Country of Domicile and the discontinuation of production by the manufacturer constitutes a case of force majeure which may delay or render the execution of this commitment impossible.

#### *5.1.2.4 Accommodation and transport of the immobilised driver and passengers while waiting for repairs of more than one day (A)*

§ 1. When the Insured Vehicle is not repairable on the same day, We offer the Insured Party a choice:

- either We contribute to the Insured Party's Hotel costs for two (2) nights up to a maximum of 200 EUR per night incl. VAT while waiting for repairs;
- or, if the Insured Party wishes to continue the trip without waiting for the repairs to be finished, We organise and pay for all the immobilised persons (driver and/or passengers) up to a maximum of 375 EUR:
  - depending on local availability, a means of transport of the Insured Party's choice, enabling the immobilised driver and/or passengers to arrive at their destination, and
  - the return of the driver to the place of immobilisation of the Insured Vehicle in order to pick up the repaired Vehicle.

The services mentioned above do not apply if the Insured Party is entitled to a replacement Vehicle in accordance with article 5.2.

§ 2. Once the coverage of costs mentioned in §1 has been agreed upon, you will be entitled to the coverage even if it turns out later that the Vehicle cannot be repaired.

#### *5.1.2.5 Repatriation of the Vehicle that is immobilised abroad for more than 120 hours (A)*

§ 1. If the Insured Vehicle is not repairable abroad within 120 hours (lead time according to mechanic's quote) from the moment of your immobilisation, We offer you a choice:

- either We proceed at Our cost with the repatriation of the Insured Vehicle to the Garage indicated to Us by the Insured Party near their Domicile;
- or, if the Insured Party prefers to have it repaired on site abroad, We put a replacement Vehicle at the disposal of the Insured Party for a maximum duration of seven (7) days and depending on local availability. The costs of the replacement Vehicle, hotel, local transport and other expenses are limited to a maximum of 800 EUR incl VAT. If the Insured Party is no longer on site when the Insured Vehicle is repaired, We will provide them with a travel ticket so they can pick up the Vehicle.
- or, if the Insured Party decides to abandon the wreck of the Insured Vehicle, We will handle the formalities of its legal abandonment as well as the costs of guarding it before the abandonment for a maximum of ten (10) days.

§ 2. The repatriation of the Insured Vehicle described in § 1, point 1, will not be covered when the Vehicle is:

- assessed as a total Loss (technically irreparable);
- assessed as an economic Loss (the costs of repair are higher than the catalogue value according to the Eurotax "purchase" listing);
- the catalogue value according to the Eurotax "purchase" listing or the salvage value is less than the cost of repatriation;
- destined for demolition.

In this case We handle the formalities of its legal abandonment.

#### *5.1.2.6 Repatriation of the driver and passengers who are immobilised abroad for more than 120 hours (A)*

If the Insured Vehicle is entitled to one of the services stipulated in article 5.1.2.5, We will proceed with repatriation of the immobilised driver and/or passengers within the following options:

- Either they wish to be repatriated without waiting: We organise and pay for their return to their Domicile;
- Or they wish to continue their travel and be repatriated afterwards:
  - We organise and pay for a means of transport of their choice enabling the immobilised driver and/or passengers to arrive at the destination up to a maximum of 375 EUR for all these persons and
  - We organise and pay for the return of the immobilised driver and/or passengers to their Domicile as long as it is located in one of the countries mentioned in 1.2.2.

The coverage for continuation of travel does not apply if the Insured Party has chosen to have the Insured Vehicle repaired on site, abroad as described in article 5.1.2.5.

#### *5.1.2.7 Assistance in the event of Theft of the Insured Vehicle (D/A)*

§ 1. When the Insured Vehicle is stolen while travelling, the immobilised driver and passengers are entitled to the following services:

- if the Insured Vehicle is found damaged within 24 hours of the declaration of theft to the authorities and if the immobilised driver and passengers wait there for the repairs to be completed, article 5.1.2.4 will be applied;
- if the Insured Vehicle is not found within 24 hours of the declaration of theft to the authorities, We will organise and pay for the return of the immobilised driver and passengers to their Domicile. For repatriation from abroad, article 5.1.2.6 will be applied.

§ 2. If the Insured Vehicle is stolen during travel and is found within six (6) months of the date of the declaration of theft to the authorities, the Insured Party is entitled to the following services:

- If the Insured Vehicle is in running order and compliant with official regulations for driving on the public road and you are no longer on site to pick it up, We will send a driver. Their mission is to bring the Insured Vehicle to your Domicile by the most direct itinerary. We cover the costs of their salary and travel expenses.

The other costs (fuel, tolls, maintenance or repair of the Vehicle, etc.) must be borne by the Insured Party.

- When the Insured Vehicle is found broken down or damaged, We will offer the coverage intended in such cases as described in this chapter (breakdown service, towing, sending of parts, repatriation, guarding).

§ 3. However, the services stipulated in § 1 and § 2 do not apply when the Vehicle is stolen within a radius of 5 km from the Insured Party's Domicile. The place of Theft is the place that appears in the declaration of theft to the authorities.

#### *5.1.2.8 Storage cost (A)*

When We transport or repatriate the Insured Vehicle, We cover the costs of guarding it from the day of the transport request to the day it is taken away by Our transporter.

#### *5.1.2.9 Transport/repatriation of Luggage (A)*

When We proceed with the return to the Insured Party's Domicile following the Theft or immobilisation of the Insured Vehicle, the immobilised driver and passengers are entitled to the services stipulated in article 2.9.

#### *5.1.2.10 Assistance for the trailer or caravan (D/A)*

For the Luggage trailer or the non-residential caravan mentioned in the special conditions and towed by the Insured Vehicle while travelling, We apply the following rules depending on the circumstances:

- In all cases where We transport or repatriate the insured tow Vehicle, We will tow, transport or repatriate the insured caravan or trailer.
- We do the same when the insured tow Vehicle is stolen or if the Insured Party decides to abandon the wreck of the Insured Vehicle on the spot.
- In case of breakdown, Accident, attempted theft or act of Vandalism immobilising the insured caravan or trailer or if the insured caravan or trailer is stolen, the Insured Party is entitled to assistance services that are identical to those intended for the insured tow Vehicle (breakdown service, towing, sending of spare parts, transport/repatriation, storage).

- If the stolen insured non-residential caravan or trailer is found in running order within six (6) months of the date the declaration of theft was made to the authorities and if the Insured Party is no longer on site, We reimburse them:
  - the costs of fuel and tolls to go and recover it;
  - if the round-trip distance from the Insured Party's Domicile exceeds 600 km, the costs of a hotel for one night up to maximum 125 EUR.

#### *5.1.2.11 Transport – repatriation of a recreational boat (D/A)*

We organise and pay for the repatriation of the recreational boat mentioned in the special conditions and towed by the Insured Vehicle under the following conditions and circumstances:

##### **1° Conditions**

- the boat measures no more than 6m long, 2.5m wide and 2m high
- the boat trailer is technically and legally suited to carry it. If the boat trailer does not fulfil this condition or if it was stolen, We can only proceed with the transport of the Insured Party's boat if they put a replacement trailer at Our disposal on site, at their expense.

##### **2° Circumstances**

- when the Insured Party is transported or repatriated for medical reasons that prevent them from driving the insured tow Vehicle and if no other accompanying insured person can drive it for you;
- when the insured boat trailer or tow Vehicle is transported or repatriated by Us;
- if the insured tow Vehicle is stolen or when the Insured Party abandons the wreck of the Insured Vehicle on site.

## **5.2 Replacement Vehicle**

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### *5.2.1 Special conditions of application*

#### **Registration of the Insured Vehicle**

This article is only valid when the Vehicle is registered in of the countries mentioned in 1.2.2.

#### **The Insured Party**

As an exemption to the definition mentioned in article 1.1, the Insured Party intended here is the physical person, usual driver of the Insured Vehicle, holder of a driving licence and older than 21 years of age, Domiciled in a country mentioned in 1.2.2,

#### **Domicile**

The Insured Party's Country of Domicile must be one of the countries mentioned under 1.2.2.

## **5.2.2 'Replacement Vehicle' guarantees**

### *5.2.2.1 Replacement Vehicle in the event of breakdown or Accident (A)*

§ 1. As an exemption to article 5.1.2.1§1, the following guarantees apply:

- the provision of a replacement Vehicle for a maximum duration of 120 consecutive hours, depending on local availabilities. The replacement Vehicle is only supplied for the duration of the immobilisation of the Insured Vehicle. It is covered by a comprehensive insurance with the excess remaining at the Insured Party's expense. The Insured Party accepts to comply with the general conditions of the rental company (deposit, age limits, etc...).

§ 2. The provision of a replacement Vehicle is excluded in the following cases:

- immobilisation following a lack of maintenance of the Insured Vehicle or to cover the duration of regular maintenance;
- when the usual driver of the immobilised Vehicle is under 21 years of age;
- when the Insured Party has not called for Our intervention for the breakdown service/towing of the

immobilised Vehicle from the start of its immobilisation.

### *5.2.2.2 Replacement Vehicle in the event of Vehicle Theft (A)*

§ 1 If the Insured Vehicle is stolen in your Country of Domicile, We organise and pay for the provision of a replacement Vehicle for a maximum duration of 120 consecutive hours, depending on local availabilities, starting from the declaration of theft to the authorities, and as long as the Insured Vehicle is not found in running order before the end of this period. It is covered by a comprehensive insurance with the excess remaining at the Insured Party's expense.

The Insured Party accepts to comply with the general conditions of the rental company (deposit, age limits, etc...).

§ 2 The replacement Vehicle is excluded in the following cases:

- when the usual driver of the immobilised Vehicle is under 21 years of age;
- when the Insured Party has not made a declaration of theft to the authorities and did not give Us the details of the statement.

### *5.2.2.3 Replacement Vehicle in the event of attempted theft or acts of Vandalism (A)*

If the Insured Vehicle is immobilised following an attempted theft, act of Vandalism or a fire in your Country of Domicile, or following an Accident which occurred at your Domicile (fire, water damage, storm, explosion, hail, flood), We organise and pay for the provision of a replacement Vehicle for a maximum duration of 120 consecutive hours, depending on the local availabilities, starting on the day of the Accident. The replacement Vehicle is only supplied for the duration of the immobilisation of the Insured Vehicle. It is covered by a comprehensive insurance with the excess remaining at the Insured Party's expense. The Insured Party accepts to comply with the general conditions of the rental company (deposit, age limits, etc...).

§ 2 The replacement Vehicle is excluded in the following cases:

- when the usual driver of the immobilised Vehicle is under 21 years of age;
- when the Insured Party has not made a declaration of theft to the authorities and did not give Us the details of the statement.

## **Chapter VI - HOME ASSISTANCE (only valid in the Grand-Duchy of Luxembourg, Belgium, and France)**

This coverage is only available if the Insured Party's Domicile is in Belgium, the Grand-Duchy of Luxembourg or France. The notion of Guaranteed Habitation as mentioned in the services below is extended to the Insured Party's second residence, as long as this second residence is located in Belgium, France or the Grand-Duchy of Luxembourg.

### ***6.1 Home assistance***

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#### ***6.1.1 Medical assistance to the injured Insured Party***

If after an Accident which occurred in the Guaranteed Habitation (excluding illnesses) and after the intervention of first aid/emergency personnel and/or the attending physician, the Insured Party cannot be treated on site and must be hospitalised, We organise and cover the costs of their transport by ambulance from the Domicile to the nearest hospital, under medical supervision if necessary.

After the hospitalisation, We organise and cover the costs of the transport to the Insured Party's Domicile if the Insured Party is not able to travel under normal conditions.

### *6.1.2 Domestic help*

If, following an Accident, the Insured Party, father or mother of children under 15 years of age, has to be hospitalised for a duration of at least seven (7) days, We cover the costs of a domestic help up to a maximum of 12.50 EUR per day for a maximum of eight (8) days.

### *6.1.3 Childcare for children under the age of 15*

If, following an Accident in the Guaranteed Habitation, the Insured Party, father or mother of children under fifteen (15) years of age, has to be hospitalised for a duration of two (2) days, We cover the costs of a child-carer up to a maximum of 50 EUR per day for a maximum of two (2) days.

### *6.1.4 Uninhabitable Domicile*

If the Guaranteed Habitation is damaged and rendered uninhabitable as a result of fire, explosion, implosion, water damage, Theft, Vandalism or broken windows and no longer allows the Insured Party to live in it properly, We cover:

a) The Hotel costs (room and breakfast) for two (2) nights for the Insured Party up to a maximum of 100 EUR per night and per room. We also take care of booking the hotels and cover the travel costs of the Insured Party if they are not able to travel by their own means.

b) House sitting service: If the Insured Party's Domicile requires surveillance in order to prevent the Theft of goods, We will find a guardian to watch over the premises and cover the costs of this presence for a total of forty-eight (48) hours.

c) Transfer cost of home furnishings: We look for and cover the costs of hiring a commercial Vehicle to be driven with a type B driving licence, to enable the Insured Party to remove objects remaining in the damaged habitation. This coverage is limited to 250 EUR.

d) Relocation costs: If the Insured Party's habitation is not habitable within thirty (30) days from the date of the Accident surveillance We organise and cover the costs of the transfer of home furnishings to the new place of residence in the Country of Domicile up to a maximum of 250 EUR with the agreement of the Insured Party. It is however necessary that this removal takes place maximum sixty (60) days after the date of the Accident.

### *6.1.5 Locksmith services*

If following the Loss or Theft of their keys, the Insured Party cannot enter the Guaranteed Habitation, We will cover the costs of travel and repairs made by a locksmith for the sum of maximum 100 EUR. One single intervention per year will be accorded per Guaranteed Habitation.

## **6.2 Professional trade information**

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We provide a telephone information service 24/7 to provide the Insured Party with the names and addresses of craftsmen and professionals for the repair, maintenance or emergency repair of goods that they own, rent or use. If these services are required, they will be contacted by the Insured Party.

## **6.3 Legal Information**

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The Insured Party's Visa Infinite card gives them access to a legal information service, by telephone, from Monday to Saturday from 9am to 6pm (Belgian time) except bank holidays.

With this service, the Insured Party can obtain legal information concerning private problems on:

- Marriage;

- Death;
- Inheritance;
- Neighbourhood disturbances;
- etc.

We never intervene in affairs already in progress or treated by competent institutions nor will We intervene or arbitrate litigations, nor give advice about prices or quality of consumer goods or services or treat fiscal and commercial questions.

We guarantee a majority of immediate responses. However, for queries that require more complex research, We will return the Insured Party's call as quickly as possible.

Services supplied by this department come only under the notion of due care: We implement reasonable means to try to fulfil the Insured Party's expectations. However, We do not guarantee the results of Our interventions or that they will be consistent with what you would expect from the services that We help you to obtain.

## Chapter VII - BICYCLE ASSISTANCE (only valid in the Grand-Duchy of Luxembourg, Belgium, Germany, and France)

This coverage is only available if the Insured Party's Domicile is in Belgium, the Grand-Duchy of Luxembourg, Germany or France.

### ***7.1 . Assistance in the event of breakdown, Accident, Vandalism, attempted theft or Theft of the Bicycle.***

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The coverage offered in this chapter is applicable only when the Bicycle is immobilised in a vehicular crossing that is accessible for Our breakdown and towing services.

#### *7.1.1. Repair and towing.*

We will organise and pay for the cost of:

- sending a mechanic on site;
- towing the Bicycle to a Repairer close to the Insured Party's Domicile or the place of residence indicated by the Insured Party if the mechanic on site cannot give him mobility within the hour;
- transportation of the Insured Party and their Luggage:
  - either to a repair shop;
  - or to their Domicile or place of residence;
  - or to the place in Belgium, the Grand Duchy of Luxembourg, Germany or France where the Insured Party needs to go and afterwards to their Domicile or place of residence. For this service, the part of the expenses We will cover, based on documentary proof, is limited to 200 EUR.

The service provider is solely responsible for the work carried out under this service.

We will not pay for towing if the service provider has not been contacted.

#### *7.1.2. Replacement Bicycle.*

The Insured Party can benefit from a replacement Bicycle for the duration starting with the immobilisation until the repair work in the repair shop is finished, for a maximum of seven (7) consecutive days and based on the conditions set out below:

- The Insured Party must call Us at the moment of immobilisation, so We can start the breakdown/towing services for the Bicycle;
- the immobilisation of the Bicycle must be minimum 24 hours starting from the moment the mechanic arrives on site.

The Insured Party must comply with the General Terms and Conditions of the rental agency. The deposit, fines

incurred, rental fees exceeding the duration of the guarantee, supplementary insurance fees and the excess cover for damages caused to the rented Bicycle remain at your expense.

The replacement Bicycle is only supplied for the duration of the immobilisation of the insured Bicycle.

You must fulfil all the formalities upon taking out and returning the replacement Bicycle. If needed, We reimburse the Insured Party any transport costs made to comply with these formalities.

### *7.1.3. Assistance in the event of Theft of the Bicycle*

This service is applicable in case the Theft of the Bicycle took place during the Insured Party's travel in Belgium, the Grand-Duchy of Luxembourg, Germany or France and as long as the Insured Party has taken all necessary precautions to limit the risk of theft as much as possible.

We organise and pay for the transport of the Insured Party as well as their Luggage:

- either to the Insured Party's Domicile or place of residence;
- or to the place in Belgium, the Grand-Duchy of Luxembourg, Germany or France where the Insured Party needs to go and afterwards to their Domicile. For this service, the part of the expenses We will cover, based on documentary proof, is limited to 200 EUR.

If the Bicycle is found in Belgium, the Grand-Duchy of Luxembourg, Germany or France, We will organise and pay for a travel ticket to allow the Insured Party to pick up their Bicycle.

### *7.1.4. Guarding of the Bicycle.*

When We transport the Bicycle, We cover the costs of guarding it from the day of the transport request to the day it is picked up by Our transporter.

### *7.1.5. Return and accompaniment of children.*

If the Insured Party is entitled to the services mentioned in article 7 and is accompanied by under-aged children that they are responsible for, We will organise and pay for their return to their Domicile.

### *7.1.6. Assistance in the event of a puncture.*

In case a puncture of the Bicycle cannot be repaired on site, We will organise and pay for the transport of the Insured Party, their Bicycle and the Luggage as defined in article 7.1.3.

### *7.1.7. Assistance in the event of loss of keys of the Bicycle padlock or blocking of the padlock.*

In case the padlock of the Insured Party's Bicycle cannot be repaired or opened on site, We will organise and pay for the transport of the Insured Party, their Bicycle and the Luggage as defined in article 7.1.3.

## **Chapter VIII - General exclusions and limitations of coverage for chapters II to VII**

### ***8.1 Exclusions***

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Excluded from the coverage are:

- incidents or Accidents that occur during motorised events (races, competitions, rallies, raids) in which the Insured Party participates as a competitor or assistant to a competitor and generally incidents or Accidents resulting from the use of a Vehicle other than with due care and attention;
- diagnoses and treatments ordered in the Country of Domicile;

- the medical, paramedical, surgical, pharmaceutical and hospital expenses for care received in the Country of Domicile, whether or not resulting from an Illness or Accident occurring abroad or relating to a diagnosis made before travelling;
- the expenses for eyeglasses, contact lenses, medical appliances and the purchase or repair of prosthesis;
- check-ups, periodical examinations for control or observation as well as any preventive medicine;
- health cures, stays and care for convalescence, rehabilitation and physiotherapy;
- esthetic and dietetic treatments, as well as all expenses for diagnoses and treatments not recognised by the INAMI (Belgian Social Security) such as homoeopathy, acupuncture, chiropractics, etc.;
- vaccines and vaccinations;
- expenses for ambulances in the Country of Domicile, except if they are explicitly provided for by one of the clauses of the present contract;
- repatriation for benign conditions or lesions which can be treated on the spot and do not prevent the Insured Party from continuing their travel or stay;
- depressive conditions and mental illnesses except if it is a first occurrence;
- pathological conditions known before departure;
- relapses or aggravations of an Illness or pathological condition that existed before travelling;
- repatriation for organ transplant;
- conditions resulting from a suicide attempt;
- conditions and events resulting from:
  - the use of alcohol, in case the blood-alcohol level of the person involved exceeds 1.2 grams/litre of blood, without the use of alcohol being the only cause for the condition or the event, or
  - the acute or chronic use of drugs or any other substance not prescribed by a physician and which modify behaviour;
- immobilisation of the Insured Vehicle or Bicycle for maintenance purposes;
- recurring breakdowns caused by the non-repair of the Insured Vehicle (eg: defective battery, etc.) after a first intervention by Us;
- import duties;
- the price of spare parts, maintenance cost of the Insured Vehicle or Bicycle, the costs of any repairs whatsoever;
- the costs of fuel, lubricants and tolls except for cases explicitly expressed in the present contract;
- the costs of diagnosis and disassembly by the Garage owner;
- food and drinks expenses;
- the events resulting from a nuclear Accident, Terrorism or Natural Disasters;
- expenses or damages resulting from a Theft other than what is provided in the agreement;
- and, in general, all expenses not explicitly mentioned in the agreement.

## ***8.2 Exceptional circumstances***

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We are not responsible for delays, breaches or difficulties which may arise in the execution of services when We are not imputable or when they are the result of a case of force majeure.

# **Chapter IX - Provisions common to all guarantees**

## ***9.1 Commitments of the Insured Party***

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### **9.1.1 Commitments**

When calling upon Our guaranteed services, the Insured Party undertakes to:

- call Us as quickly as possible, except in the event of force majeure, so that We can efficiently organise the requested assistance and allow the Insured Party to list the guaranteed costs;
- abide by the specific obligations of the requested services and which are stipulated in the present agreement;
- answer Our questions concerning the guaranteed events precisely and send Us all useful information and/or documents;



- to take all reasonable measures to prevent or diminish the consequences of the Loss;
- declare to Us all possible other insurances having the same object and covering the same risks as those covered by the present contract;
- supply the original receipts of their guaranteed costs; supply Us with the receipt of their declaration of theft to the authorities when the Theft generates a guaranteed assistance;
- provide the travel tickets they have not used in the event We bear the costs for these tickets.

### **9.1.2 Non-compliance with the commitments of the Insured Party**

In the event of non-compliance with the obligations listed under 9.1.1, We can:

- reduce the service due or reclaim from the Insured Party Our reimbursements made, up to the limit of Our damages;
- refuse the service due or reclaim from the Insured Party the entirety of Our reimbursements, if their neglect was with fraudulent intent.

## ***9.2 Our commitments***

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### **9.2.1 Reimbursement of the guaranteed disbursements of the Insured Party**

§ 1 We undertake to reimburse to the Insured Party the disbursements guaranteed by the present contract upon presentation of original receipts.

§ 2 If We authorise the Insured Party to advance the costs of guaranteed services, these costs will be reimbursed to the Insured Party up to the limit of what We would have agreed to if We would have supplied these services ourselves.

### **9.2.2 Reimbursement of call charges**

We cover the costs of telephone, telegram, fax, e-mail and telex that the Insured Party has consented to while abroad to reach Us when their call is followed by an assistance guaranteed by the contract.

### **9.2.3 Limitation to assistance services**

Our services can in no way constitute a source of enrichment for the Insured Party.

They are meant to help the Insured Party when uncertain or fortuitous events occur during the period of guarantee.

## ***9.3 Plurality of assistance contracts***

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### **9.3.1 Plurality of contracts with Us**

If the same risk is covered by several contracts subscribed with Us, the guarantees of the different contracts are not cumulative. The conditions of the contract that offers the highest coverage will be applied.

### **9.3.2 Plurality of contracts with several insurers**

If the same risk is covered by several insurance companies, you may, in the event of a claim, ask for compensation of each of the insurance companies, within the limits of their obligations. None of the insurance companies can invoke the existence of other contracts covering the same risk to refuse their coverage. The responsibility of the claim is divided between the various insurance companies according to article 55 §2 of the Law of 27<sup>th</sup> July 1997 on insurance contracts.

## ***9.4 Legal framework***

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### **9.4.1 Subrogation**

We are subrogated in the Insured Party's rights and actions against any third party at fault up to the limit of Our disbursements. Except in the event of malice, We have no recourse against the descendants, ancestors, spouse and direct relatives of the Insured Party, nor against any persons living under the Insured Party's roof, the Insured Party's guests or members of their household staff. Nevertheless, We may exercise a recourse against these persons insofar as their responsibility is actually covered by an insurance contract or in the event of malice on their part.

### **9.4.2 Acknowledgement of debt**

The Insured Party commits to reimbursing within one (1) month the cost of services that are not guaranteed by the agreement and that We consented to as an advance or voluntary intervention.

### **9.4.3 Prescription**

Any action stemming from the present agreement is prescribed within 3 years starting from the event that it resulted from.

### **9.4.4 Jurisdictional clause**

All litigation relating to the present agreement will be settled in the exclusive jurisdiction of the Luxembourg courts.

### **9.4.5 Governing law**

This agreement is governed by the Law of 27<sup>th</sup> July 1997 on insurance contracts.

### **9.4.6 Complaints**

Any complaints with regard to the contract can be addressed to:

Europ Assistance S.A. for the attention of the Complaints Officer,  
Boulevard du Triomphe 172 - 1160 Brussels  
(e-mail: [complaints@europ-assistance.be](mailto:complaints@europ-assistance.be), phone: +32 (0)2 541 90 48

Or to:

The Insurance Ombudsman, Square de Meeûs 35 at 1000 Brussels ([www.ombudsman.as](http://www.ombudsman.as)) without prejudice to the possibility for the policyholder to take legal action.

### **9.4.7 Privacy protection**

We will process the Insured Party's data in accordance with national and European laws and regulations. The Insured Party will find any information regarding the processing of personal data in Our privacy statement. The Insured Party will find the information under:

[www.europ-assistance.lu/privacy](http://www.europ-assistance.lu/privacy). This privacy statement contains the following information:

- the contact details of the Data Protection Officer (DPO);
- the purposes for the processing of the Insured Party's personal data;
- the lawful interest for the processing of the Insured Party's personal data;
- third parties who can receive the Insured Party's personal data;
- the retention period of the Insured Party's personal data;
- the description of the Insured Party's rights with regards to their personal data;
- the possibility to file a complaint concerning the processing of the Insured Party's personal data.

### **9.4.8 Fraud**

Any form of fraud committed by the Insured Party in submitting his claim or filling out the insurer's questionnaires will result in the Insured Party losing all rights. All documents must therefore be completed in a comprehensive and meticulous manner. The insurer reserves the right to bring proceedings against a fraudulent Insured Party before the competent courts.