

Assistance and Travel Insurance - Collective insurance policy

Annual contracts, if you require assistance, contact us 24/07:

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General terms and conditions

AIACE Reference policy

Collective travel and assistance insurance
Version August 2019

Assistance by



PREAMBLE

Your contract is composed of two parts.

The General Terms and Conditions, which specify the rights and obligations of both the insurer AXA ASSISTANCE and those of the Insured Persons.

The Specific Terms and Conditions, which contain your personal information, in particular the effective date and the duration of the contract, the name of the Policyholder and, for short-term contracts, the names of the persons insured, the description of the vehicles insured, the type of assistance package selected, as well as the amount of the premium.

The Specific Terms and Conditions supplement the General Terms and Conditions and also replace them in instances where any information differs.

Now you have subscribed to this contract, you can take advantage of the extensive infrastructure and the international and multilingual expertise AXA ASSISTANCE has to offer. Our services are designed to help you in all the situations covered by the following General Terms and Conditions.

Should you require help with any other types of problems, do not hesitate to contact us. For example, you may require the services of an interpreter or translator, and under certain conditions, we may be able to provide you with a cash advance. We will do our very utmost to assist you!

In the event of a problem, you can contact AXA ASSISTANCE at any time, and we will try to find the best way to help you. Most of the coverage only applies when the necessary arrangements have been made by AXA ASSISTANCE.



ASSUDIS is responsible for selling and managing AXA ASSISTANCE contracts.

For any questions concerning your contract or its guarantees and conditions, please contact ASSUDIS.

I. GENERAL TERMS AND CONDITIONS

1. Définitions

1.1. Personal injury

A sudden event, beyond the control of the Insured Person, that results in death or bodily harm as confirmed by a proper medical authority, and which is caused partly or totally by an external factor and not by a bodily disorder.

Are equated with an accident:

- a) Drowning
- b) Poisoning and suffocation due to involuntary ingestion of a toxic substance
- c) Tetanus, rabies or anthrax
- d) Dislocations, ruptures and strains of the muscles by a sudden effort
- e) Physical injuries or death as a result of actions taken to save persons, goods or interests
- f) Health injuries that are the direct and immediate consequence of an insured accident.

1.2. Traffic accident

Any damage sustained by the insured vehicle as a result of a collision, or the overturning of that vehicle, that makes it impossible for the Insured Person to continue his/her journey with the said vehicle, or which causes abnormal or dangerous driving conditions within the meaning of applicable traffic regulations for the Insured Person or for the vehicle itself.

1.3. Remote surveillance device

System allowing the Insured Person to contact AXA ASSISTANCE's central alarm facility simply at the press of a button on a hand-held device that they are carrying on their person. The device sends a signal via the transmitter connected to the person's telephone. This signal allows AXA ASSISTANCE to identify the person who is calling, speak with that person and to follow the instructions.

1.4. Insured Persons

In the current article we understand under the term 'main policyholder' means the persons or categories of persons specified in the special conditions of the contract and insofar as they are domiciled in a country of the European Union (Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Ireland, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Spain, Slovakia, Slovenia, Sweden, United Kingdom) or Switzerland, Serbia and Monaco and usually reside there.

1.4.1 For an individual contract (one person)

The main policyholder.

1.4.2 For the affiliation of a couple (two persons)

The principal insured and his/her spouse, or the principal insured and a second person living under the same roof at the same address as the principal insured (domiciled at the same address), provided that this second person is mentioned in the Specific Terms and Conditions or that he/she is the only one living with the principal insured.

1.4.3 For the affiliation of a family (at least three people):

In The insured persons, insofar as they are domiciled in the country of residence and usually reside there, are:

- the main policyholder and his/her partner;
- all persons living under the same roof;
- their unaccompanied children under the age of 25 who are dependent on them because they are minors, or are staying with their other parent, or who are still students;
- the grandchildren and great-grandchildren to the extent that they accompany the insured during the trip without their parents.

1.4.4 Passengers in the insured vehicle

Insofar as the assistance to the vehicle has been concluded, the allowed passengers of the insured vehicle are also insured when they are in the vehicle to take part in the journey, with the exception of hitchhikers.

These passengers who accompany the insured persons during their journey are also insured for the repatriation or continuation of the journey in case of insured repatriation of the driver of the vehicle in question, as stipulated in the Articles II.6.1.2 and **Error! Reference source not found..**



1.5. Proper medical authority

The medical practitioner recognized by applicable Belgian legislation or the legislation of the country concerned.

1.6. AXA ASSISTANCE/Insurer

AXA Assistance is the trade name of Inter Partner Assistance s.a., member of the AXA Assistance Group, insurance company authorised by the NBB and the FSMA under the number 0487, headquartered in B-1050 Brussels, Avenue Louise 166, bte 1, company number 0415.591.055, RPM Brussels.

1.7. Luggage

All personal goods that the insured have with him or transports and that are subdivided into two categories:

- 1) Ordinary objects consisting mainly of clothing, toilet articles, travel cases and travel bags;
- 2) Special items such as: watches, objects in gold, platinum or silver, pearls, precious stones, furs, photographic or video material and their accessories and all other audio-visual equipment, binoculars, weapons, sports equipment, professional equipment, telephones, smartphones and tablets, portable computers and all other IT-systems.

1.8. Beneficiary

The person who is entitled to the compensation provided for in the contract.

1.9. Travel companion

The person who has registered at the same time as the insured person to undertake the planned trip or to rent the planned holiday home and whose presence is necessary for the smooth running of the planned trip or planned holiday.

1.10. Partner

The person with whom the main insured person forms a factual or legal community of life

1.11. Travel contract

Every reservation for transport to, stay in or rent of a holiday residence, whether or not together, booked by the insured.

1.12. Date of departure

- a) The departure date of the trip stated in the travel contract, or
- b) The commencement date of the trip, taking into account the duration of the trip to reach the resort directly on the date provided for in the travel contract

1.13. Registration date

The date on which the reserved services were ordered from an organizer and / or a professional intermediary. If the bookings were made in several steps, the date of the first step of the booking.

1.14. Major material damage to real estate

Damage to a property of the insured, caused by a sudden event, independent of the will of the insured and which is so serious that the cancellation or interruption of the trip is necessary, so that the insured could safeguard his property or his household effects

1.15. Place of Residence or Home

The official domicile in the home country (or the chosen domicile in the home country mentioned in the Specific Terms and Conditions) of the Policyholder.

1.16. Hotel expenses

The cost of a hotel room including breakfast.

1.17. Fire

Any damage caused by fire, an explosion, an implosion, a jet of flame or lightning resulting in the immobilisation of the insured vehicle at the incident site or which renders the insured home uninhabitable.

1.18. Medical incident

Illness or personal injury affecting the Insured Person.

1.19. Technical incident

Any of the following events:

- vehicle breakdown
- traffic accident
- fire, explosion, damage caused by lightning, or flameless combustion



- act of vandalism or malice
- theft or attempted theft
- damage caused by an animal
- car-jacking
- breaking of a window pane
- natural disaster

that causes the vehicle to be immobilised at the incident site or abnormal or dangerous conditions within the meaning of applicable traffic regulations for the Insured Person or for the vehicle itself.

1.20. Illness

Any involuntary health disorder that can be medically confirmed.

With regard to the guarantees for cancellation or interruption of the trip, a doctor must prove that it is medically impossible to combine the illness with the performance of the travel contract.

1.21. Breakdown

Any damage sustained by the insured vehicle as a result of wear & tear, a fault, the breaking or failure of specific parts that makes it impossible for the Insured Person to continue his/her journey with the said vehicle, or which causes abnormal or dangerous driving conditions within the meaning of applicable traffic regulations for the Insured Person or for the vehicle itself.

1.22. Relatives

The spouse, the father, the mother, the brother, the sister, the step or in-law s, the step or son-in-law, the step or daughter-in-law, the grandparents, the child or grandchild, the step - or brother-in-law, the step- or sister-in-law. Are also assimilated to parents, the two persons who were designated according to the special conditions for early return.

1.23. Home country

It is one of the member countries of the European Union (Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Ireland, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Spain, Slovakia, Slovenia, Sweden, United Kingdom) or Switzerland, Serbia and Monaco.

1.24. Policyholder

The natural person who subscribed to the insurance contract.

1.25. Repatriation

The returning of the insured vehicle and/or person(s) to its/their place of residence.

1.26. Medical repatriation

Transportation of an Insured Person who is sick or injured towards a health care center, accompanied by medical personnel (doctor and/or nurse). Medical repatriation is only carried out in the event of a medical emergency where no suitable treatment is readily available.

1.27. Residual value of the insured vehicle

The value of the vehicle determined by an expert after the technical incident.

1.28. Insured vehicle

- the designated vehicle, in the form of a passenger car, delivery van, minibus, motorhome, speed pedelec or motorcycle,
 - that is at least partially used privately,
 - whose maximum permitted mass (M.T.M.) does not exceed 3.5 tonnes
 - that does not drive around with a test drive plate or a dealer plate, nor with a temporary number plate (Transit))
 - That is not a short-term rental car, a taxi, an ambulance or a bus with a cylinder capacity of at least 125 cc
- The folding caravan, caravan or trailer whose maximum permitted mass does not exceed 3.5 tons and whose length is max. 8 meters, drawn by the aforementioned vehicle

The guarantees of the insured vehicle are only valid if the vehicle is mentioned in the special conditions through its registration.

1.29. Theft or attempted theft of the insured vehicle

Any fraudulent removal or fraudulent removal attempt of the assured vehicle.



2. Territorial coverage

2.1.1 Zone 1

With the exception of regions outside Europe: Andorra, Belgium, Denmark, Germany, France, Great Britain, Ireland, Italy, Liechtenstein, Grand Duchy of Luxembourg, Monaco, the Netherlands, Austria, Portugal, San Marino, Spain with the exception of the Canary islands, Vatican City, Switzerland.

2.1.2 Zone 2

Albania, Algeria, Bosnia and Herzegovina, Bulgaria, Cyprus, the Canary Islands, Estonia, Finland, Greece, Hungary, Iceland, Kosovo, Croatia, Latvia, Lithuania, Macedonia, Malta, Morocco, Montenegro, Norway, Poland, Romania, Serbia, Slovenia, Slovakia, Czech Republic, Tunisia, Turkey, Sweden.

2.1.3 Zone 3

Any other countries not included in zones 1 and 2.

3. Length of the travel coverage

The duration of the trips abroad is limited.

The guarantee is limited to trips abroad of six consecutive months, or nine consecutive months if that option was chosen and this is stated in the special conditions. This extension to nine months must certainly be requested before the end of the six months provided for in the contract.

Any incidents that occur after this period are not covered.

However, if the Insured Person had planned to return within the foregoing time period, and finds himself unable to return home at the planned time for reasons that are beyond the Insured Person's control, coverage shall be extended to take into account the time required for the Insured Person to return home. The reasons for the delay in returning home covered by the policy are limited to medical incidents, unforeseen delays or the cancellation of transport due to a case of force majeure such as a natural disaster, a strike, a riot, public-order disturbances, war or a failing on the part of the transport company or travel agency, thereby preventing the use of the planned travel method.

II. ASSISTANCE

1. Purpose and scope of the coverage

1.1. Purpose

AXA ASSISTANCE shall provide assistance coverage up to the amount indicated, inclusive of tax, when the Insured Person is victim of any of the events defined in this contract, and more broadly speaking, shall provide help with certain everyday situations covered by this contract.

1.2. Territorial coverage

1.2.1 Personal assistance

Except for specific exemptions for certain services, personal assistance cover is valid in all countries of the world.

1.2.2 Home assistance

Personal assistance cover is valid in the Insured Person's home country.

1.2.3 Vehicle and vehicle occupant assistance

The assistance applies in the countries of zones 1 and 2.

2. Conditions for benefiting from assistance cover

AXA ASSISTANCE shall do its utmost to provide assistance to the Insured Person at the time of the incidents covered of either a private or professional nature. These events are covered for the period of validity of the contract, within the limits of the territorial scope of the contract and up to the amounts covered, inclusive of tax.

Unless otherwise specified in the contract, AXA ASSISTANCE chooses the most suitable means of transport.

Any services not requested at the time of the incident, or any service refused by the Insured Person or any services organised without the agreement of AXA ASSISTANCE are not covered and therefore do not entitle the Policyholder or Insured Person to any refund or form of compensation. The incident must imperatively be reported to AXA ASSISTANCE as soon as it occurs, and a certificate from the local authorities or rescue services must be provided.

The following costs however are excluded from this rule:

- search and rescue costs;
- the costs of transporting the injured Insured Person on the ski slope;
- medical costs incurred abroad where the injured party did not need to be hospitalised, subject to no more than two medical visits per coverage year and subject to a doctor's certificate;
- towing costs when the technical incident occurs on a lane that is exclusively reserved to towing vehicles that have been approved by the local authorities, provided that the Insured Person is transported in an ambulance or when the towing service is organised by the police or a law enforcement agency.

3. Personal Assistance provided in the insured Person's home country

3.1. Medical Assistance

Following a medical incident, and if considered necessary by the AXA ASSISTANCE medical team, AXA ASSISTANCE shall send a doctor or a medical team out to the Insured Person in order to better assess what measures need to be taken and how best to organise them.

3.2. Search and rescue costs

AXA ASSISTANCE shall cover search and rescue costs incurred to save the life or physical integrity of an Insured Person up to 5.000 EUR per claim, provided that the rescue is made following a decision taken by a proper local authority or by an official rescue organisation.

3.3. Hospitalisation following a medical incident

3.3.1 Transportation of the Insured Person

In the event of a medical incident, if the Insured Person has to be hospitalised after being administered first aid and/or after consulting with the attending physician, AXA ASSISTANCE shall, if necessary, organise and cover the transportation, under medical supervision, in an ambulance to the nearest hospital or to a more specialised hospital, as well as the Insured Person's return to his/her place of residence if they are not fit to travel under normal conditions.

3.3.2 Home services during the hospitalisation period

3.3.2.1 Home help:

If, following the medical incident, the Insured Person is hospitalized for more than 48 hours, AXA ASSISTANCE shall organise and cover the costs of a housekeeper/home help for up to 5 days. Cover is limited to 125 EUR.

3.3.2.2 Children care

a) younger than 16 years

If, following a medical incident, the Insured Person is hospitalised and if no other person is available to take care of the Insured Person's children, AXA ASSISTANCE shall organise and cover the cost of child care, up to 250 EUR..

Where necessary, AXA ASSISTANCE shall organise and cover the transportation of any children under the age of 18 to the address of a person designated by the Insured Person, or shall ensure the transportation of the latter to the children's own home. This service is limited to 125 EUR.

b) younger than 18 years

If, following a medical incident, the Insured Person is hospitalised for more than 48 hours, and if no other person is available to take care of the Insured Person's children, AXA ASSISTANCE shall organise and cover the cost of child care, up to 250 EUR.

Where necessary, AXA ASSISTANCE shall organise and cover the transportation of any children under the age of 18 to the address of a person designated by the Insured Person, or shall ensure the transportation of the latter to the children's own home. This service is limited to 125 EUR.



3.4. Assistance in the event of death

3.4.1 Funerary transport

AXA ASSISTANCE shall organise and cover the costs of transporting the mortal remains from the place of death or from the mortuary to the place of burial or cremation in the Insured Person's home country.

3.4.2 Assistance with carrying out the necessary formalities following a death

AXA ASSISTANCE shall also provide assistance with the following procedures:

- assistance with finding and contacting an undertaker/funeral home;
- assistance with drafting the obituary notices;
- advice on the necessary formalities to be carried out with the municipal authorities;
- at the request of the heirs, assistance with finding an estate agency to manage any inherited property.

3.4.3 Transport of the other Insured Persons

In the event of the death of an Insured Person, AXA ASSISTANCE shall organise and cover the transport of the other Insured Persons to their place of residence or to the place where the mortal remains are delivered in their home country. AXA ASSISTANCE shall also organise and cover the transport of pets (cats and dogs).

3.4.4 Transportation of the insured vehicle

In the event of the death of an Insured Person, and if no other of the Insured Persons is in a position to drive the vehicle, AXA ASSISTANCE shall organise and cover the return of the vehicle. AXA ASSISTANCE reserves the right to choose the most suitable method used to return the vehicle. The Insured Person shall still need to pay for any petrol costs.

3.5. Conveying of urgent messages

At the request of the Insured Person, AXA ASSISTANCE shall convey to anyone, free of charge, any urgent messages relating the services and coverage provided

Generally speaking, the conveying of messages is subject to the request being justified, and a clear and explicit copy of that message being given, including precise details of the name, address and phone number of the person to be contacted

Any message that incurs criminal, financial, civil or commercial liability shall be conveyed under the sole responsibility of its author, who must be able to be identified. The contents of the message must comply with Belgian and international legislation and cannot incur the liability for AXA ASSISTANCE.

3.6. Hospitalisation of an Insured Person under the age of 18

If, following a medical incident, an Insured Person under the age of 18 must be hospitalised and if that person's parents are absent, AXA ASSISTANCE shall organise and cover that person's transport to the hospital at the request of the parents and in agreement with the attending physician.

In the case of an emergency where the parents cannot be contacted, AXA ASSISTANCE shall take the decision alone on the basis of the medical opinion.

3.7. Health-related Information

If necessary, AXA ASSISTANCE shall provide the Insured Person with information about:

- the contact details of an pharmacist, doctor, dentist, or nurse, etc. on duty
- the contact details of the closest hospitals and ambulance services;
- the contact details of convalescent homes as well as the availability of rooms, the necessary formalities and rates;
- the contact details of home care organisations;
- the contact details of companies renting medical devices;
- the contact details of vets on duty.

AXA ASSISTANCE shall by no means be held responsible if the Insured Person contacts AXA ASSISTANCE instead of contacting the proper service(s) concerned and thereby suffers a delay in obtaining any assistance from emergency/rescue organisations.

The assistance provided by AXA ASSISTANCE is only intended to provide the Insured Person with one or more useful phone numbers; AXA ASSISTANCE shall not be held responsible for the quality and the price of any work/services/treatment provided by the people contacted directly by the Insured Person.

4. Personal assistance abroad

4.1. Search and rescue costs

AXA ASSISTANCE shall cover search and rescue costs incurred to save the life or physical integrity of an Insured Person up to 5.000 EUR, provided that the rescue is made following a decision taken by a proper local authority or by an official rescue organization.

4.2. Reimbursement of the lump sum of the ski pass or sporting activities

If, as a result of an accident with personal injury, the insured person is no longer able to ski on the basis of a medical certificate or is not allowed to practice any other sport foreseen, the lump sum of the ski pass or sports pass of the insured person will be reimbursed in proportion to the time that the pass or subscription could not be used, with a maximum of EUR 125.

4.3. Cost of calls made abroad

If, at the request of the Insured Person, AXA ASSISTANCE organizes the assistance, it shall cover the costs of any telephone calls made by the Insured Person if these exceed 30 EURO, subject to submission of the relevant receipts by the Insured Person. If these costs relate to calls made using a mobile phone, the Insured Person will need to provide the invoice/statement for these calls, with details of the number called and of the caller.

Unless otherwise agreed, the costs of "data" communications (3G or similar) made using a mobile phone abroad shall not be covered.

In any case, the amount of the total coverage for this service cannot exceed 100 EURO.

4.4. Skiing accident

In the event of personal injury on a ski slope, AXA ASSISTANCE shall, subject to submission of the invoice, refund the Insured Person for the costs of the descent in an ambulance sledge incurred at the time of the accident. The accident must imperatively be reported to AXA ASSISTANCE within no more than 72 hours of the incident.

This assistance shall not be included if the disaster occurs when the Insured Person has been skiing off the marked track and without a guide approved by the authorities of the country in question.

4.5. Assistance following a medical incident

4.5.1 Medical Assistance

In the event of a medical incident, the AXA ASSISTANCE medical team shall, on receiving the first call, contact the attending physician near the Insured Person's location so that the physician can treat the Insured Person under the most suitable conditions depending on Insured Person's condition.

In any case, the organisation of first aid is ensured by the local authorities.

4.5.2 Dispatching of a doctor to the Insured Person's location

If considered necessary by the AXA ASSISTANCE medical team, AXA ASSISTANCE shall send a doctor or a medical team out to the Insured Person's location in order to better assess what measures need to be taken and how best to organise them.

4.6. Assistance in the event of hospitalization of an Insured Person travelling alone

When the Insured Person travelling alone is hospitalised following a medical incident and if the doctors designated by AXA ASSISTANCE advise against transporting the Insured Person for at least 5 days following the incident (or 2 days if the Insured Person is under 18), AXA ASSISTANCE shall organise and cover the cost of a return ticket for a member of the Insured Person's family, or for a close relative residing in the home country to travel to the Insured Person's location. The hotel costs incurred by that family member or close relative at the Insured person's location shall be covered by AXA ASSISTANCE, up to 75 EURO per night, per room, to the amount of 750 EURO

4.7. Assistance following repatriation

4.7.1 Repatriation or transport following a medical incident

If the Insured Person is hospitalized following a medical incident and if the AXA ASSISTANCE medical team deem it necessary to transport the Insured Person to a medical center that is better equipped, more specialized, or located closer to the Insured Person's home, AXA ASSISTANCE shall organise and cover the repatriation or medical transportation of the sick or injured Insured Person, under medical supervision if necessary, and subject to the severity of the situation. AXA ASSISTANCE will pay the costs of repatriation.

If the condition of the Insured Person means that the Insured Person does not need to be hospitalised, the Insured Person shall be transported to his/her place of residence.



The choice of transport and of the measures taken shall be made by the AXA ASSISTANCE doctor based solely on technical and medical requirements. Approval must be obtained from the AXA ASSISTANCE doctor before any transport is provided.

AXA ASSISTANCE shall organise and cover the transport of an Insured Person to travel with the repatriated Insured Person to the hospital or medical centre, or to the Insured Person's home.

4.7.2 Repatriation of other Insured Person

In the event of repatriation of an Insured Person, AXA ASSISTANCE shall organise and cover the return of any other Insured Persons to their home or shall cover the equivalent costs incurred in allowing the Insured Persons to continue their travel itinerary. The costs incurred in allowing the Insured Persons to continue their travel itinerary shall be limited to the cost of repatriating the Insured Persons to their place of residence. This coverage is only provided on the condition that the other Insured Persons cannot use the same means of transport as they did for the outward journey or the means of transport that had initially planned to use for the return journey.

4.7.3 Repatriation of the vehicle

In the event of repatriation of an Insured Person, and if none of the other Insured Persons is in a position to drive the vehicle, AXA ASSISTANCE shall organise and cover the return of the vehicle. AXA ASSISTANCE reserves the right to choose the most suitable method used to return the vehicle. The Insured Person shall still need to pay for any petrol costs and motorway charges.

When repatriating the vehicle from abroad, a description of the condition of the vehicle is drawn up, both at the time of taking possession and at the time of delivery. AXA ASSISTANCE cannot be held liable for any delay in the execution of the repatriation, nor for any damage to, act of vandalism, theft of objects from or accessories to the vehicle during immobilisation or transport thereof.

4.7.4 Repatriation of luggage

In the event of repatriation of an Insured Person, AXA ASSISTANCE shall organise and cover the cost of transporting the luggage to the Insured Person's place of residence.

4.8. Assistance in the event of death

4.8.1 Funerary repatriation

4.8.1.1 In the event of burial or cremation in the home country

If the family decides to have a burial or a cremation in the home country, AXA ASSISTANCE shall organise the repatriation of the mortal remains, and shall cover:

- the cost of any funerary treatments;
- the costs of placing the body in the coffin at the Insured Person's location;
- the cost of the coffin, up to 750 EURO;
- the cost of transporting the mortal remains from the place of death to the place of burial or cremation.

The costs of the funeral service and burial or cremation are not covered by AXA ASSISTANCE

If the Insured Person is travelling abroad alone, AXA ASSISTANCE shall organise and cover the cost of a return ticket for a family member or close relative to travel with the mortal remains

The hotel costs incurred by that family member or close relative at the Insured person's location shall be covered by AXA ASSISTANCE, up to 75 EURO, per night and per room, up to a maximum of 2 nights

4.8.1.2 In the event of burial or cremation abroad

If the family decides to have a burial or cremation abroad, AXA ASSISTANCE shall organise and cover the same services as those mentioned in point 4.8.1.1. page 10

Moreover, AXA ASSISTANCE shall organise and cover the cost of a return ticket for a family member or for a close relative residing in the home country to travel to the place of burial or cremation.

The hotel costs incurred by that family member or close relative at the Insured person's location shall be covered by AXA ASSISTANCE, up to 75 EURO per night and per room, up to 3 nights.

In the event of cremation abroad, but where the funeral service is arranged to take place in the home country, AXA ASSISTANCE shall cover the costs of repatriating the ashes to the home country.

The cover is limited to the amount it would normally cost to repatriate the mortal remains to the home country. The choice of companies used during the repatriation process shall be exclusively made by AXA ASSISTANCE.

4.8.2 Assistance with carrying out the necessary formalities following a death

AXA ASSISTANCE shall also provide assistance with the following procedures:

- assistance with finding and contacting an undertaker/funeral home;
- assistance with drafting the obituary notices;
- advice on the necessary formalities to be carried out with the municipal authorities;
- at the request of the heirs, assistance with finding an estate agency to manage any inherited property.

4.8.3 Repatriation of other Insured Persons

In the event of the death of an Insured Person, AXA ASSISTANCE shall organize and cover the return of any other Insured Persons to their home or the equivalent costs incurred in allowing the Insured Persons to continue their travel itinerary. The costs incurred in allowing the Insured Persons to continue their travel itinerary shall be limited to the cost of repatriating the Insured Persons to their place of residence. This coverage is only provided on the condition that the other Insured Persons cannot use the same means of transport as they did for the outward journey or the means of transport that had initially planned to use for the return journey.

4.8.4 Repatriation of the vehicle

In the event of the death of an Insured Person in the foreign country, and if none of the other Insured Persons is in a position to drive the vehicle, AXA ASSISTANCE shall organize and cover the return of that vehicle. AXA ASSISTANCE reserves the right to choose the most suitable method used to return the vehicle. The Insured Person shall still need to pay for any petrol costs and motorway charges.

When repatriating the vehicle from abroad, a description of the condition of the vehicle is drawn up, both at the time of taking possession and at the time of delivery. AXA ASSISTANCE cannot be held liable for any delay in the execution of the repatriation, nor for any damage to, act of vandalism, theft of objects from or accessories to the vehicle during immobilisation or transport thereof.

4.8.5 Repatriation of luggage

In the event of death of an Insured Person, AXA ASSISTANCE shall organize and cover the cost of transporting the deceased person's luggage to the place of residence

4.9. Early return of an Insured Person

In this article hospitalization is defined as: the unexpected hospitalization in the country of residence as a result of a medical incident

AXA ASSISTANCE shall organize and cover the following costs, from the Insured Person's home to the place of burial or cremation in the Insured Person's home country:

- either the return ticket (i.e. outward and inward journey) for one Insured Person
- or the return journey of two Insured Persons

in the event that the Insured Person has to cut short his/her trip abroad due to:

- the unforeseeable hospitalization of the spouse, legal cohabitant, partner, parent, step-parent, sibling, son-in-law, daughter-in-law or child, following a medical incident in the home country. The period of hospitalization must be longer than five days, or 48 hours if the person hospitalised is under 18;
- the unforeseeable death of the spouse, legal cohabitant, partner, step-parent, sibling, son-in-law, daughter-in-law or child, grandparent or grandchild.
- the death of a business associate who is essential for the day-to-day management of the Insured Person's company or that of the Insured Person's replacement if liberal profession

This guarantee only applies if the hospitalization lasts more than three days.



This cover is subject to the submission of a death certificate or hospitalisation certificate

AXA ASSISTANCE also covers the early return of the Insured Person due to a significant sudden decline in the health of a family member who is in the terminable phase of an incurable illness suggesting that death is imminent, with or without that person being hospitalized.

This cover is subject to the submission of a death certificate or hospitalization certificate and to having contacted and obtained the prior approval for that medical service from AXA Assistance.

This cover is only valid once for each family member for the entire duration of the contract

4.9.1 Pets

In the event of repatriation, death or early return of the Insured Person, AXA ASSISTANCE shall also organise and cover the return of any pets (cats and dogs) travelling with the Insured Person.

4.10. Conveying of urgent messages

At the request of the Insured Person, AXA ASSISTANCE shall convey to anyone, free of charge, any urgent messages relating the services and coverage provided.

Generally speaking, the conveying of messages is subject to the request being justified, and a clear and explicit copy of that message being given, including precise details of the name, address and phone number of the person to be contacted.

Any message that incurs criminal, financial, civil or commercial liability shall be conveyed under the sole responsibility of its author, who must be able to be identified. The contents of the message must comply with Belgian and international legislation and cannot incur the liability for AXA ASSISTANCE.

4.11. Extended stay of the Insured Person

AXA ASSISTANCE shall cover the cost of extending a stay at the hotel for the sick or injured Insured Person if, on the order of a proper medical authority, that person is not fit enough to undertake the journey home at the originally scheduled time. The decision to extend the stay must first be approved by the AXA ASSISTANCE doctor.

These costs are limited per medical incident to EUR 75 per night and per room and to a total of a maximum of EUR 750.

4.12. Extended stay of other Insured Persons

If a sick or injured insured person has to extend his stay, AXA ASSISTANCE will pay the hotel costs of the other insured parties in his company. These costs are limited per medical incident to EUR 75 per night and per room and to a total of a maximum of EUR 750

The decision to extend the stay must first be approved by the AXA ASSISTANCE doctor.

We also cover the cost of a taxi to and from the hotel to the hospital, up to 250 EUR

4.13. Extended stay in cases of Force Majeure

If an insured person or several insured persons have to extend their stay due to force majeure as described in point I.3, page 6 of these conditions, AXA ASSISTANCE will reimburse the hotel costs of the insured person (s). These costs are limited per incident to EUR 75 per night and per room and to a total of a maximum of EUR 750.

The decision to extend must be approved in advance by AXA ASSISTANCE.

4.14. Child care cover for children under 18

If, following a medical incident, the Insured Person(s) travelling with any children under the age of 18 years is/are not in a position to look after that /those child(ren), AXA ASSISTANCE shall organize and cover the cost of a return ticket for a person residing in the home country designated by the family to pick up that /those child(ren) and to bring them back to their place of residence in the home country.

The hotel costs incurred by this person shall be covered by AXA ASSISTANCE up to 75 EURO per night, per room after submission of the original invoice.



In the event it is impossible to contact any one of the people mentioned above, or if these people are not in a position to make the trip, AXA ASSISTANCE shall send a delegate to fetch the children, bring them back to the home country, and leave them in the custody of the person designated by the Insured Person.

5. Reimbursement of medical expenses

5.1. Reimbursement of medical expenses abroad

AXA ASSISTANCE shall, subject to deducting 50 EURO per claim per Insured Person, also cover any expenses relating to treatment received abroad, following a medical incident, after exhaustion of any entitlements payable by a third-party, and subject to submission of the supporting documents.

The cover is limited to 1.000.000 EUR per Insured Person.

This cover includes:

- medical and surgical costs;
- medication prescribed by a doctor or local surgeon;
- the cost of urgent dental care to the amount of 150 EURO per Insured Person;
- hospital costs provided that the Insured Person is considered by AXA ASSISTANCE doctors to be insufficiently fit to be transported;
- transport costs ordered by a doctor for a local journey.

5.2. Conditions for covering medical costs

This cover and/or reimbursements are in addition to any cover/reimbursements obtained by the Insured Person for the same risks, from the Social security and/or from any other Insurance organizations where the Insured Person may have a policy (health insurance company or other).

The cover and/or reimbursement of medical costs is provided in accordance with the public health care scheme. The cover and/or reimbursement of medical costs under a private policy is only provided when it is justified in terms of the medical and technical requirements and subject to the prior approval of the AXA ASSISTANCE medical department.

AXA Assistance declines any intervention in the coverage of medical expenses in the event that the insured is not affiliated with the Social Security, the 'Joint Sickness Insurance Scheme of the European Union' (EU JSIS), and/or any other pension fund in his country of residence or in the event of non-compliance with their regulations (for example, non-payment of the contribution).

5.3. Terms of payment for medical costs

The complementary payment of these costs shall be made by AXA ASSISTANCE to the Insured Person on the return of that person to the home country, once the necessarily formalities have been completed for the organisations mentioned in the previous paragraph and subject to the submission of all the original supporting documents.

In the event AXA ASSISTANCE should decide to loan the money for the medical costs, the Insured Person undertakes, within two months of receiving the invoices, to carry out the necessary formalities to recover these costs from the social security and/or from any other insurance organization where they may have a policy and to pay AXA ASSISTANCE the amount obtained accordingly.

5.4. Reimbursement of post-hospital medical expenses in the home country

AXA ASSISTANCE shall cover any post-hospital medical expenses in the home country if, following a medical incident, the Insured Person was hospitalised abroad.

Only post-hospital medical expenses for treatment and services received within less than a year of the date the medical costs were incurred in the foreign country shall be covered.

The intervention of AXA ASSISTANCE is limited to a maximum of EUR 2.500 per insured person.

6. Mobility of the Insured Persons

This guarantee only applies if the insured person is domiciled in Belgium, the Netherlands and / or Luxembourg (and therefore has a Belgian, Dutch or Luxembourg number plate) and usually resides there.

6.1. Vehicle and occupant assistance in the home country (Belgium, the Netherlands or Luxembourg)

6.1.1 Breakdown repair – towing assistance following a technical incident

If the insured vehicle is immobilized following a technical incident, AXA ASSISTANCE shall organize, and cover the costs of a breakdown repair company or, if it is not possible to repair the vehicle on-site, a pick-up vehicle to tow the insured vehicle to the garage of the Insured Person's choice.

This coverage is also valid in the event of loss or theft of keys to the insured vehicle.

If the Insured Person organizes the breakdown service or towing him/herself without calling AXA ASSISTANCE first for the breakdown repair/towing of the vehicle, the cover shall be limited to 250 EURO subject to submission of the original invoice, unless the insured is unable to contact us, through the intervention of the police or the emergency services. The intervention is limited to 500 EUR if the insured vehicle was towed directly by F.A.S.T. to the garage of your choice after an intervention by the police.

6.1.2 Mobility of the insured persons

If, following a technical incident, the insured vehicle cannot be repaired within two hours, AXA ASSISTANCE shall organise:

6.1.2.1 Provision of a replacement vehicle in the country of residence (Belgium, the Netherlands or Luxembourg)

Provided that this option is mentioned in the Specific Terms and Conditions, and at the request of the Insured Person, AXA ASSISTANCE shall provide the Insured Person with a category B (1,300 to 1,400 CC) replacement vehicle at a vehicle rental agency subject to local availability.

AXA ASSISTANCE shall organise and cover the costs of transporting the Insured Person from the place the vehicle was immobilised to the vehicle rental centre.

The replacement vehicle shall be made available while the insured vehicle is immobilised for up to 10 consecutive days.

In the event of a technical incident, the provision of the replacement vehicle shall only be authorised if the Insured Person called AXA ASSISTANCE for the breakdown service or the towing of the insured vehicle at the time of the incident.

In the event of theft of the insured vehicle, the replacement vehicle shall be made available for up to 30 days. This cover is subject to the proper statement being made with the proper authorities and submission of a copy of the police statement to AXA ASSISTANCE. This cover shall only be provided alternatively or in addition to the theft cover provided by the Insured Person's car insurance policy, where applicable.

Moreover, the replacement vehicle is only provided on the condition that the Insured Person complies with the conditions and rules of the company delivering the vehicle. These conditions and rules generally include:

- a security deposit, generally with a credit card
- the driver must be at least 25
- the driver must have possessed a driving license for more than one year
- the driver must not have been disqualified from driving during the year preceding the vehicle hire.

6.1.2.2 The transport of Insured Persons

AXA ASSISTANCE shall organize and cover the costs of the return of the Insured Person's to his/her home or to any location in the home country and, in this case, the return of the Insured Person's to his/her home on the same day.

6.1.3 Other cases of vehicle assistance

6.1.3.1 Fuel assistance

In the event of a breakdown or the use of the wrong type of fuel, AXA ASSISTANCE shall organise and cover the costs of hiring a pick-up company to tow the vehicle to the nearest garage if necessary.

6.1.3.2 Flat tyre assistance

In the event of a tyre puncture, AXA ASSISTANCE shall organise and cover the breakdown repair of the insured vehicle at the location of the incident if the Insured Person is unable to fit the spare wheel. If several tyres are flat or there is no spare wheel available, AXA ASSISTANCE shall organise and cover the costs of towing the insured vehicle to the nearest garage

6.1.3.3 Assistance with opening the vehicle

In the event the keys are left inside the insured vehicle, AXA ASSISTANCE shall open the doors of the vehicle upon presentation of proof of identity of the Insured Person. AXA ASSISTANCE reserves the right to consult the vehicle documents once the doors have been opened.

In the event of loss or theft of the insured vehicle's keys and if the Insured Person has a spare set at home, AXA ASSISTANCE shall organise and cover the cost of a return journey in a taxi from the place of the incident to the Insured Person's home up to 75 EURO or shall provide a rental vehicle for up to 24 hours maximum. If the security of the insured vehicle cannot be ensured in the meantime, AXA ASSISTANCE shall have it towed to the nearest garage and cover the costs of keeping it secure for up to 24 hours.

AXA ASSISTANCE cannot be held responsible for any damage to the vehicle.

In the event of loss or theft of the insured vehicle's keys and if the Insured Person does not have a spare set, AXA ASSISTANCE shall inform the Insured Person of the procedure to obtain a spare set from the manufacturer.

6.2. Vehicle and occupant assistance abroad

6.2.1 Breakdown repair – towing assistance following a technical incident

If the insured vehicle is immobilised following a technical incident, AXA ASSISTANCE shall organise, and cover the costs of hiring a breakdown repair company or, if it is not possible to repair the vehicle on-site, a pick-up vehicle to tow the insured vehicle to the garage of the Insured Person's choice. This cover also applies in the event of loss or theft of keys to the insured vehicle.

If the Insured Person organises the breakdown service or towing him/herself without calling AXA ASSISTANCE first for the breakdown repair/towing of the vehicle, the cover shall be limited to 250 EURO subject to submission of the original invoice. This limit of EUR 250 does not apply if the decision to breakdown has been taken by the local authorities in accordance with Article 6.2.1, page 17

6.2.2 Sending of spare parts following a technical incident

If the insured vehicle is immobilised following a technical incident, and it is impossible to obtain the necessary spare parts locally, AXA ASSISTANCE shall organise and cover the costs of sending the said spare parts via the fastest means possible, subject to local and international legislation.

The Insured Person shall be solely responsible for providing the right references of the necessary spare parts.

The maximum amount of cover provided by AXA ASSISTANCE is always limited to the amount it would otherwise cost to repatriate the insured vehicle.

The Insured Person undertakes to repay the cost of the spare parts within two months of his/her date of dispatch.

6.2.3 Transport/repatriation of the insured vehicle following a technical incident

If, following a technical incident, the insured vehicle cannot be repaired within 5 days for a Reference contract, or 3 days for an Excellence contract, AXA ASSISTANCE shall organise and cover the costs of transporting-repatriating the vehicle to the garage of the Insured Person's choice in the home country as soon as possible.

The cover provided by AXA ASSISTANCE can never exceed the residual value of the vehicle. If the transport costs were to exceed the residual value of the vehicle, the cover provided by AXA ASSISTANCE would be limited to the amount of that residual value.

6.2.4 Assistance to occupants following a technical incident

6.2.4.1 In the event the vehicle is immobilised for less than 5 days

If the insured person decides to wait for the on-site repairs to be finished, AXA ASSISTANCE shall partially cover the unforeseen hotel costs to the amount of 75 EUR per night, per room, to the amount of 750 EUR.

Should the insured person not wish to wait for the on-site repairs to be finished, AXA ASSISTANCE shall cover, up to 250 EUR, the cost of continuing the trip or returning home, for example by providing a rental vehicle. In this case, AXA ASSISTANCE shall organise the transport of Insured Person required to go and pick up the vehicle, once repaired, and, if necessary, cover the cost of one night in a hotel, to the amount of 75 EUR per room.



Any other expenses, especially meals or catering costs shall not be covered by AXA ASSISTANCE.

6.2.4.2 In the event the vehicle is immobilised for more than 3 days:

AXA ASSISTANCE organises and covers the costs of:

a) The continuation of the journey.

AXA ASSISTANCE provides the insured with a vehicle of category B during their stay abroad. If a vehicle of category B is insufficient to reach the destination of the trip, AXA ASSISTANCE will organise and pay for the transport of the insured persons up to their destination before a rental car is made available. If necessary, AXA ASSISTANCE will take care of a hotel night. The intervention by AXA ASSISTANCE is limited to EUR 250 per insured person.

b) The return of the insured person to the place of residence

AXA ASSISTANCE organizes and pays the return of the insured to their country of residence at the end of their stay. In the event of repatriation, the final decision on the means of transport is for AXA ASSISTANCE.

6.2.4.3 The provision of a replacement vehicle in the home country following the theft of the vehicle abroad

This guarantee only applies insofar as the replacement car option has been subscribed.

In the event of the theft of the insured vehicle abroad, AXA ASSISTANCE will provide a replacement car of type B to the insured for a maximum period of 30 days.

The replacement car will only be provided after a declaration to the competent authorities and after the transfer of a copy of the complaint. This cover shall only be provided alternatively or in addition to the theft cover provided by the Insured Person's car insurance policy, where applicable.

6.2.5 Security surveillance fees

In the event of transport/repatriation or abandonment of the insured vehicle at the place of the incident, AXA ASSISTANCE shall cover any security costs as soon as the request for assistance is made by the Insured Person.

The cover provided by AXA ASSISTANCE is limited to a period of 10 days of security.

6.2.6 Assistance with formalities

6.2.6.1 Assistance in the event the insured vehicle is abandoned

If, following a technical incident, the insured vehicle cannot be repaired and if the Insured Person decides to leave the vehicle behind, AXA ASSISTANCE shall carry out the necessary formalities relating to the legal abandonment of the vehicle.

6.2.6.2 Assistance if the insured (and impounded) vehicle is released

If, following the theft of the insured vehicle, the vehicle is found and impounded by the local authorities, AXA ASSISTANCE shall inform the Insured Person of the necessary formalities to release the vehicle.

6.2.7 Other cases of vehicle assistance

6.2.7.1 Fuel assistance

In the event of a breakdown or the use of the wrong type of fuel, AXA ASSISTANCE shall organise and cover the costs of sending a pick-up company to tow the vehicle to the nearest garage if necessary. The Insured Person shall still need to pay for any petrol costs.

6.2.7.2 Flat tyre assistance

In the event of a tyre puncture, AXA ASSISTANCE shall organise and cover the breakdown repair of the insured vehicle at the location of the incident if the Insured Person is unable to fit the spare wheel. If several tyres are flat or there is no spare wheel available, AXA ASSISTANCE shall organise and cover the costs of towing the insured vehicle to the nearest garage.

6.2.7.3 Assistance with opening the vehicle

In the event the keys are left inside the insured vehicle, AXA ASSISTANCE shall open the doors of the vehicle upon presentation of proof of identity of the Insured Person. AXA ASSISTANCE reserves the right to consult the vehicle documents once the doors have been opened.

AXA ASSISTANCE shall not provide cover if the insured vehicle cannot be opened without damaging the vehicle or if the vehicle is equipped with an anti-theft protection device that immobilises the vehicle.



6.2.8 *Cost of calls made abroad*

If, at the request of the Insured Person, AXA ASSISTANCE organises the assistance, it shall cover the costs of any telephone calls made by the Insured Person if these exceed 30 EURO, subject to submission of the relevant receipts by the Insured Person. If these costs relate to calls made using a mobile phone, the Insured Person will need to provide the invoice/statement for these calls, with details of the number called and of the caller.

Unless otherwise agreed, the costs of "data" communications (3G/4G or similar) made using a mobile phone abroad shall not be covered.

In any case, the amount of the total coverage for this service cannot exceed 100 EURO.

7. Legal assistance

7.1. Lawyer fees abroad

If the Insured Person is involved in legal proceeding abroad, AXA ASSISTANCE shall loan the amount of the fees of any lawyer chosen by the Insured Person to the amount of 1,250 EURO per Insured Person. AXA ASSISTANCE shall not provide cover for any legal costs incurred in the home country following legal action initiated against an Insured Person abroad.

The Insured Person undertakes to repay AXA ASSISTANCE the amount of the fees within two months of the request being made by AXA ASSISTANCE.

7.2. Loan of the costs of bail abroad

If the Insured Person is involved in legal proceeding abroad, AXA ASSISTANCE shall loan the cost of bail demanded by the foreign authorities to the amount of 12,500 EURO. This amount must be repaid to AXA ASSISTANCE once it has been restituted by the authorities and, in any event, no later than two months of the date of the loan.

7.3. Socio-legal information in Belgium

AXA ASSISTANCE provides a social and legal information service for insured persons, which is available on weekdays from 9 am to 5 pm. Outside these opening hours, AXA ASSISTANCE will take note of the message and call back the insured as soon as possible. It concerns a service without restrictions, neither in terms of the number of calls, nor in terms of the relevant legal areas. The information may relate in particular to civil law, social law, criminal law, tax law, commercial law and judicial law.

8. Travel assistance abroad

8.1. Miscellaneous information

AXA ASSISTANCE can provide Insured Persons with information over the phone concerning a trip abroad, such as:

- foreign exchange rates
- the necessary formalities to obtain a Visa, passport and other identity papers
- customs-related formalities
- vaccinations
- time zones
- public holidays
- climate and advice on what to wear.

8.2. Assistance in the event of loss or theft of identity papers or travel documents

In the event of loss or theft of identity papers or travel documents, AXA ASSISTANCE shall provide the Insured Person with the contact details of the nearest tourist offices, embassies and consulates, and if necessary shall arrange transport to and from the embassy and cover any related transport costs.

8.3. Assistance in the event of loss or theft of transport tickets

In the event of loss or theft of the tickets and after their notification by the insured to the local authorities, AXA ASSISTANCE will make available to the insured the tickets necessary for the continuation of the trip or the return to his place of residence, whereby the insured will be charged with reimbursing the price of the tickets to AXA ASSISTANCE within two months after they were made available to him.

8.4. Assistance in the event of loss or theft of luggage

In the event of loss or theft of luggage, AXA ASSISTANCE shall inform the Insured Person of the formalities that need to be carried out to declare the theft or loss of that luggage.

At the request of the Insured Person, AXA ASSISTANCE shall organise and cover the costs of sending a suitcase containing replacement personal effects (the weight of which is limited to 20 kg). The suitcase must be dropped off beforehand at the head office of AXA ASSISTANCE and be accompanied by a precise list of its contents.

AXA ASSISTANCE shall cover, up to 150 EURO per Insured Person, the costs of purchasing the most essential items locally. This refund is subject to the sending of the related receipts and invoices to AXA ASSISTANCE.

The intervention for the purchase of indispensable objects on the spot cannot be combined with the guarantee of Article 8.4.1.

8.5. Assistance in the event of loss or theft of cheques, bank or credit cards

In the event of loss or theft of travel tickets, and once the necessary formalities have been carried out with the local authorities (police statement), AXA ASSISTANCE shall contact the financial institutions concerned so that they can take the necessary protective measures.

Under penalty of forfeiture of the cover, the Insured Person must imperatively declare the loss or theft with the proper local authorities.

Under no circumstances shall AXA ASSISTANCE be held responsible for any inaccurate, erroneous or misleading information provided by the Insured Person.

8.6. Assistance in the event of loss, breaking or theft of prostheses

If, in the event of breaking, loss or theft of a prosthesis (glasses, contact lenses, etc.) the Insured Person is deprived of the use of those prostheses, AXA ASSISTANCE shall do its utmost to organize and cover the costs of sending replacement prostheses via the fastest means possible subject to local and international legislations and subject to the availability of transport.

The Insured Person undertakes to repay AXA ASSISTANCE, within two months of their date of dispatch, the cost of the prostheses made available, including any customs-related costs

8.7. Sending of essential medication

In the event of theft, loss or forgetting of essential medicines, AXA ASSISTANCE will make every effort to find these or similar medicines on site.

To this end, AXA ASSISTANCE organizes a visit to a doctor who will prescribe the medicines and AXA ASSISTANCE will pay for the taxi costs

If these or similar medicines cannot be found on site and they are necessary and prescribed by a competent medical authority, AXA ASSISTANCE will organize the sending of the medicines from Belgium according to your information and in the way that AXA ASSISTANCE prefers. AXA ASSISTANCE hereby covers the transport costs

The insured undertakes to reimburse AXA ASSISTANCE for the price of the medicines made available to him, plus any costs for customs clearance, within two months from the date of shipment.

8.8. Linguistic assistance

If the Insured Person should encounter language difficulties abroad in connection with the assistance services being provided, AXA ASSISTANCE shall translate any necessary information over the phone to ensure the Insured Person properly understands the events.

If the translation is in relation to any subject other than the assistance services being provided, AXA ASSISTANCE shall provide the Insured Person with the contact details of a translator/interpreter. In this case, the Insured Person will need to pay the translator/interpreter fees.

8.9. Sending of money

In the event of an insured incident or event for which a request for assistance is made to AXA ASSISTANCE and, subject to the necessary formalities being carried out with the local authorities (police statement, etc.), AXA ASSISTANCE shall, at the request of the Insured Person, do its utmost to send the Insured Person up to 2,500 EURO in the national currency unit. This sum shall have to be transferred to AXA ASSISTANCE beforehand either in cash or in the form of a certified cheque.

8.10. Pets

In the event of illness or accident of a dog or a cat that is up-to-date with its vaccinations travelling with the Insured Person abroad, AXA ASSISTANCE shall cover the cost of a veterinary surgeon recognised by the applicable legislation of the country concerned to the amount of 75 EURO subject to submission of the original invoice

9. Home assistance

9.1. 24-hour information service

AXA ASSISTANCE can provide the Insured Person with the following information:

- contact details of public services for any problem relating to or involving the insured home;
- contact details of 24-hour breakdown repair services: plumber, joiner, electrician, TV repair man, locksmith, window fitter;

AXA ASSISTANCE shall by no means be held responsible if the Insured Person contacts AXA ASSISTANCE instead of contacting the proper service(s) concerned and thereby suffers a delay in obtaining any assistance from the emergency services.

The assistance provided by AXA ASSISTANCE is only intended to provide the Insured Person with one or more useful phone numbers; AXA ASSISTANCE shall not be held responsible for the quality and the price of any work/services provided by the people contacted directly by the Insured Person.

9.2. Uninhabitable domicile of the insured person

If the insured home becomes uninhabitable as a result of fire, an explosion or implosion, water damage, robbery, vandalism or a broken window, and if the Insured Person can no longer safely/securely remain in that home, AXA ASSISTANCE shall provide and cover the following services

9.2.1 Storage of furniture

AXA ASSISTANCE shall organise and cover the cost of moving and storing any furniture - to the amount of 250 EURO subject to submission of the original invoice - if, in the event of an incident in the home, the property cannot be lived in within 3 days of the date of the insured event.

9.2.2 Child care cover – children under 18

AXA ASSISTANCE shall organise and cover the cost of looking after any Insured Persons under the age of 18, to the amount of 75 EURO per day, for up to 4 days.

9.2.3 Pet care

AXA ASSISTANCE shall also organise and cover the cost of looking after and housing the Insured Person's pets (cats and dogs), up to 75 EURO.

9.2.4 Emergency suitcase

AXA ASSISTANCE provides the necessary basic items and takes on the costs thereof up to a maximum amount of 250 EUR.

9.2.5 Moving costs

AXA ASSISTANCE shall organize and cover the cost of moving to the new place of residence in the home country in the event the insured home cannot be lived in within 30 days of the date of the insured event. Cover is limited to 250 EURO.

9.2.6 Surveillance

AXA ASSISTANCE shall organize and cover the costs of keeping watch over the insured home for up to 72 hours if the home requires surveillance to prevent the theft of any items remaining on the property.

9.2.7 Transfer of furniture

AXA ASSISTANCE shall organise and cover the cost of hiring a utility vehicle that can be driven with a cat. B licence, so as to allow the Insured Person to move any items remaining at the insured home. Cover is limited to 250 EUR, subject to submission of the original invoice.

9.2.8 Hotel

AXA ASSISTANCE shall organise and cover the cost of reserving a room in the hotel nearest the Insured Person's home as well as the travelling expenses to the hotel should the Insured Person not be in a position to travel by his/her own means. Cover is limited to 75 EURO per night and per room, for up to 2 nights.



9.2.9 Guaranteed return home

AXA ASSISTANCE shall organise and cover the return of the insured person if the incident occurs while the insured home is unoccupied and if the presence of the Insured Person on the property is essential.

If, in these circumstances, the vehicle initially used to travel by the Insured Person cannot be driven home by that person, and if it is impossible for any of the other Insured Persons to drive that vehicle, AXA ASSISTANCE shall organise and cover the return of that vehicle to the home of the Insured Person. AXA ASSISTANCE reserves the right to choose the most suitable method used to return the vehicle. The Insured Person shall still need to pay for any petrol costs and motorway charges.

9.3. **Loss or theft of house keys**

In the event the keys of the insured home are lost, forgotten or stolen, AXA ASSISTANCE shall cover the costs of calling out a locksmith to the amount of 250 EURO, limited to one claim per year of cover.

III. CANCELLATION AND INTERRUPTION OF THE TRIP

1. Insured amount

1.1. In case of cancellation

The total cost for the insured, excluding the insurance premiums.

1.2. In case of interruption

The amount, pro rata temporis of the days not enjoyed, that the insured person was unable to reclaim from the travel organizer if he had to interrupt his journey for one of the following reasons

1.3. Limit of the reimbursement

AXA ASSISTANCE pays compensation as defined above up to an amount of a maximum of EUR 1.000 per claim and per insured person, and with a maximum of EUR 2.000 per year per insured person

2. Insured Costs

2.1. Cancellation and Interruption of the trip

The costs of cancellation or interruption of a trip as a result of a death, an accident or a serious illness occur after registration or after reservation, to the insured person himself and / or to a close relative up to the second degree, cohabiting or to a travel companion who has registered at the same time.

The contract also covers those events if they happen to one or two of the persons included in the special conditions for repatriation.

The intervention in the event of an interruption of the trip is calculated pro rata temporis of the vacation days not taken.

AXA ASSISTANCE also covers cancellation and interruption costs in the following cases:

- cancellation of the employment contract of the insured by his employer within thirty days prior to the date of departure;
- cancellation of the vacation of the insured by his employer due to the unavailability of a colleague replacing the insured, as a result of illness, accident or death and insofar as that event occurs within thirty days prior to departure;
- if the insured who is a job seeker concludes an employment contract for at least three months, starting within 30 days before the departure date;
- the necessary presence of the insured person exercising a free or independent profession as a result of the unavailability of the person who should have replaced the insured person due to illness, accident or death
- substantial material damage that renders the insured's place of residence uninhabitable, provided that this damage was incurred within thirty days before the departure date;
- delays at the time of embarkation at the departure or during the stage provided for in the transport report as a result of an immobilisation for longer than an hour as a result of a traffic accident;
- the complete immobilisation of the insured's private vehicle for a period of more than 5 working days at the time of departure to his holiday resort abroad or at most 48 hours before departure due to a traffic accident, theft or fire, if the vehicle indispensable for taking a leg of the journey and cannot be easily replaced;



- compulsory presence of the insured:
 - as a witness or jury member of a court or tribunal of Justice;
 - as a student to take a re-examination if this takes place during the trip or within thirty days after the planned return;
 - as a professional soldier in the event of a call for a mission abroad;
 - for the transplantation of an organ;
 - for the legal acts related to the adoption of a child;
- compulsory presence of the insured person due to the disappearance of the person designated in the special conditions who is responsible for the care of the insured's minor or disabled child;
- disappearance or abduction of the insured person, a travel companion or a close relative up to the second degree;
- refusal of the visa by the local government of the destination country;
- theft of the identity documents and / or the visa of the insured and this within five working days before the start of the trip;
- the insured person cannot be vaccinated for medical reasons, provided that this vaccination is required by the local government of the destination country;
- complications or problems during pregnancy, or a pregnancy, if the insured was not aware of the pregnancy at the time of registration or reservation of the trip.
- divorce, or actual divorce in which one of the partners moves before the start of the trip, provided that an official document proving the divorce procedure or relocation is submitted
- compulsory relocation within a period of one month before departure until one month after the date of return, as a result of the termination of the lease of the main residence by the owner or by a professional mutation

The guarantee is also acquired by the insured in the event of cancellation for one of the above reasons by his traveling companion, on condition that this person also has cancellation insurance.

2.2. Condition for awarding a reimbursement

This guarantee is only valid when you submit the original supporting documents

IV. TRAVEL ACCIDENT INSURANCE

1. Death and permanent physiological disability

1.1. Object of the insurance

The company guarantees the reimbursements provided for in the Special Conditions if the insured person is involved in an accident.

1.2. Validity – Duration - Extension

The guarantee of the contract is acquired for every journey outside the country of residence from the moment the insured leaves his place of residence, place of domicile or place of work until the moment he arrives at his place of residence, place of domicile or place of work.

2. Allowances

2.1. Death

Subject to conflicting provisions in the special conditions, the insured reimbursement will only be paid:

- to the spouse of the insured person, not legally separated or not actually separated, in a personal capacity;
- in the absence of this, to the legal heirs of the insured up to and including the third degree, in a personal capacity. No accident simultaneously entitles the insured to death and permanent disability benefits; the reimbursements, if any, paid for permanent disability will be deducted from those due in the event of a death due to the same cause and occurring within a period of 3 years from the day of the accident. The disappearance of the insured person in the event of an aircraft accident will not constitute a presumption of death. The death benefits are, however, obtained in the event of the disappearance of the aircraft in which the insured was present and when no news was received, neither from the aircraft nor from the persons on board within three months from the day of the disappearance

2.2. Permanent physiological disability

2.2.1 Modality

At the moment of consolidation of the injuries, the company pays a compensation that is proportional to the degree of physiological disability and calculated on the basis of the insured amount

2.2.2 Determination of the degree of invalidity

The physiological invalidity concerns the impairment of the physical integrity of the insured. Its degree is determined by a medical decision according to the Official Belgian Scale to determine the degree of Invalidity without being able to exceed 100% and without taking into account the profession or the activities of the insured person. At the latest three years after the date of the accident, the consolidation of the injuries is contractually considered acquired and the company pays the compensation based on the foreseeable degree of permanent invalidity.

The determination of the degree of permanent physiological invalidity that is not provided for in the Official Belgian Scale determining the degree of Invalidity will be done by comparison and by analogy. The possible invalidity that already existed at the time of the accident cannot qualify for determining the degree of invalidity.

2.2.3 Reimbursement

The reimbursement is equal to the invalidity degree (stated in Article 2.2.2, page 21) multiplied by the insured. If the state of health does not allow consolidation one year after the accident, the company will pay, on request, an advance equal to half of the amount corresponding to the degree of permanent invalidity assumed at that time.

V. LUGGAGE INSURANCE

1. Object of the insurance

This contract guarantees the theft, damage, destruction and non-delivery of the luggage that the insured take with them on their journey, provided that the guarantee is stated in the special condition.

2. Restrictions

The reimbursement for special items is limited to 50% of the total insured sum.

The reimbursement for each individual item is limited to 25% of the total insured sum.

Are not equated with luggage for the current guarantee and are therefore not covered: merchandise, cash and values (coins, banknotes, stamps, checks and other securities), travel tickets, solid real pearls and precious stones, samples, collections of sales representatives, films, prostheses, glasses and contact lenses, as well as all objects that were purchased in the course of the insured trip but for which the insured cannot provide proof of purchase.

The theft of objects on board of a vehicle is only covered:

- a) in the event of a burglary in the vehicle during the day and insofar as all windows and the roof were closed, the car was locked and the luggage was in a closed suitcase of the vehicle with the contents not visible to outsiders;
- b) in the event of an intrusion in the vehicle overnight, if the vehicle was in a locked garage.
- c) Theft of special items from a vehicle is never insured, neither by day nor by night.

3. Payment of fees

The insurance is taken out in first risk and in actual value, i.e. that the compensation will be arranged on the basis of the value of the objects at the time of the claim, taking into account the wear.

By paying the reimbursement, AXA ASSISTANCE will be subrogated for all rights and claims of the insured. Consequently, the insured may not renounce any claim without the prior approval of AXA ASSISTANCE.

If the objects that gave rise to the payment of a reimbursement were returned in whole or in part to the insured person, the latter has the obligation to report this to the company and to return the paid compensation or the part of the reimbursement that relates to the returned objects. to be paid after deduction of costs and any damage.

This insurance is of a supplementary nature: it only has an effect to the extent that no insurance policy concluded earlier or later than this contract covers the same risks.

VI. EXCLUSIONS

1. Exclusions applying to all types of coverage

The following are not covered and therefore not reimbursed:

- a) any expenses incurred by an insured person without the prior agreement of AXA ASSISTANCE (unless otherwise stated in the contract)
- b) any meal/catering expenses except hotel breakfast;
- c) any taxi fares (unless otherwise stated in the contract);
- d) any expenses planned before the departure of the trip concerned;
- e) normally foreseeable damage resulting from an intentional act or an omission for which the insured person takes responsibility
- f) a need for assistance occurring while the Insured Person is drunk, in a state of punishable intoxication, or in a similar state as a result of substances other than alcoholic drinks;
- g) events caused by an intentional act, suicide or suicide attempt;
- h) events caused by a reckless act, a wager, contest or a challenge involving the Insured Person;
- i) events resulting from acts of war, general mobilization, requisitioning of men and equipment by the authorities, terrorism or sabotage, unless the Insured Person shows that they did not take part in this event; social conflicts such as strikes, lockouts, riots or popular movements, unless the Insured Person shows that they did not take part in this event;
- j) nuclear accidents as defined by the Convention of Paris of 29 July 1960 or resulting from radiative radioisotopes
- k) participation in competitions or training sessions on a purely professional basis for the purposes of taking part in such activities;
- l) services that AXA ASSISTANCE cannot provide in cases of force majeure;
- m) any expenses not explicitly mentioned as being covered by this contract.

2. Exclusions relating to personal assistance

The coverage is not valid for:

- a) benign affections or lesions that do not prevent the Insured Person from continuing his/her voyage;
- b) pregnancy after the 28th week and abortions;
- c) diseases, relapses and convalescences of any known but not yet consolidated affection that was being treated prior to the departure date and which is likely to get worse very quickly;
- d) costs of preventive medicine, spa, thermal cures
- e) costs of diagnosing and treating a condition not recognised by the INAMI (National Institute for Health and Disability Insurance).
- f) beauty treatments.

3. Exclusions regarding bicycle assistance

AXA ASSISTANCE does not provide intervention:

- a) in the case of participation, as an amateur, in organized competitions and cycling tours, for which the organizers of the event provide technical assistance. If the organizer's technical assistance cannot solve the problem, the insured person can rely on AXA ASSISTANCE
- b) in the event of a recurring breakdown on the bike due to a lack of maintenance;
- c) for resolving breakdowns due to the use of non-original spare parts;
- d) for rental bicycles

4. Exclusions relating to vehicle assistance

The following are not covered by AXA ASSISTANCE:

- a) expenses related to the breakdown repair or towing service in the event the insured vehicle cannot be reached by companies sent out by AXA ASSISTANCE;
- b) identical faults, after the second occurrence during the same year of cover;
- c) expenses incurred by the insured person owing to the unavailability of the vehicle;



- d) maintenance and repair costs for the insured vehicle, including the cost of any necessary spare parts;
- e) assistance requested for any vehicle that is over 10 years old at the time of subscribing to the contract;
- f) fuel and motorway/toll costs
- g) expenses as a result of damage caused while the vehicle is being transported, towed or repatriated;
- h) any expenses of any kind if the insured vehicle has not passed its MOT.

5. Exclusions regarding travel accident insurance

Accidents resulting from one of the following circumstances are always excluded from the insurance:

- a) piloting aircraft or performing any other function on board in connection with the flight;
- b) the use as driver or passenger of two-wheel motor vehicles with a cylinder capacity of more than 125 cm³;
- c) passengers of an aircraft piloted by a private pilot;
- d) paid manual labor;
- e) the presence of the insured in mines, quarries and explosives factories and on sites

Children under the age of five cannot be insured against death; however, we will pay a fee for the funeral costs, on presentation of the supporting documents, which is however limited to the maximum amount specified in the special conditions. Accidents that result in a permanent physiological invalidity of less than 20% and affect people over 70 years of age are not reimbursed.

Persons of 85 years and older are no longer insured.

6. Exclusions regarding luggage insurance

Are excluded from the insurance:

- a) cash and values (coins, bank notes, stamps, checks and other securities), travel tickets, solid real pearls and precious stones, merchandise, samples, collections of sales representatives, films, prostheses, glasses and contact lenses;
- b) forgetting or losing and also breaking the insured objects unless it was caused by a third party, an accident that happened to the means of transport or an attempted theft or an assault, a fire or another explosion;
- c) scratches, impacts or cracks in travel bags and travel cases caused during transport;
- d) items purchased during the trip for which the insured cannot provide proof of purchase;
- e) motor vehicles, appliances and toys with motor, camping equipment, objects in a tent, cabin or trailer and sports equipment when used;
- f) loss and damage caused directly or indirectly by seizure, confiscation and possession of objects or means of transport by administrative authorities or customs;
- g) the disadvantages that result from loss of enjoyment;
- h) damage resulting from a change in the atomic structure, nuclear fission or radioactivity;
- i) damage caused intentionally by the policyholder or the insured.

VII. LEGAL FRAMEWORK

1. Effective date of contract

The contract shall take effect at the date indicated in the Specific Terms and Conditions.

2. Term of contract

2.1. Duration

This contract is concluded for a period of one year.

The contract shall be renewed tacitly for another period of one year if the contract is not terminated by either of the parties by way of registered letter, writ served by a court officer, or by remittance of a letter of termination with acknowledgement of receipt, at least three months before the expiry of the contract.

If the Insured Person had planned to return before the end of the contract, and finds himself unable to return home at the planned time for reasons that are beyond the Insured Person's control, coverage shall be extended to take into account the time required for the Insured Person to return home. The reasons for the delay in returning home covered by the policy are limited to medical incidents, unforeseen delays or the cancellation of transport due to a case of force majeure such as a natural



disaster, a strike, a riot, a public-order disturbance, war or a failing on the part of the transport company or travel agency, thereby preventing the use of the planned travel method.

3. End of contract

3.1. AXA ASSISTANCE or its agent may terminate the contract:

After each claim but no later than a month after payment for the claim has been made or after sending notification of refusal to pay.

All the effects of the contract shall cease three months as of notification of its termination by way of registered letter.

All the effects of the contract shall cease one month as of the notification of its termination in the event of failure on the part of the Insured Person to perform any of his/her obligations relating to the occurrence of the insured event with the deliberate intention to mislead AXA ASSISTANCE, provided that the latter has filed a claim against the Insured Person with an examining magistrate for criminal indemnification or has referred the case to another court pursuant to articles 193, 196, 197, 496 or 510 to 520 of the Penal code.

3.2. The Insured Person may end the contract:

3.2.1 After each claim. Notification of termination must be given within a month after payment for the claim has been made or after sending notification of refusal to pay.

Notification of termination is to be sent by way of registered letter, writ served by a court officer, or by remittance of a letter of termination with acknowledgement of receipt.

The effects of the contract shall cease after three months from the day after posting the termination by way of registered letter.

3.2.2 Within 14 days of receiving the copy of the pre-signed Specific Terms and Conditions if the contract has been concluded for a period longer than 30 days.

4. Payment of the premium

The premium, inclusive of tax and contributions, is payable in advance of each due date upon receipt of a request for payment sent to the Policyholder's home.

5. Failure to pay the premium

If payment for a premium is not received before the due payment date, AXA ASSISTANCE or its agent reserves the right to terminate the contract subject to giving official notice to the Policyholder by way of registered letter, or by writ served by a court officer. The termination of the contract shall take effect at the end of fifteen days from the day after sending the registered letter or service of the writ.

6. Modification of insurance conditions or rate of premium

If the insurance conditions or rate of premium are modified, AXA ASSISTANCE shall apply this modification to running contracts as of the first day of the fourth month following the notification of the modification, without prejudice to the right of the Insured Person to terminate the contract. The Policyholder shall be informed of the modification at least four months before the annual anniversary of the insurance contract, or informed later subject to giving the Policyholder the right to terminate the contract within three months of being informed of the modification.

The policyholder must inform the insured of changes to the insurance conditions.

7. Indexation of the premium

The amount of the premium can be indexed annually based on the Belgian consumer price index. The base index is that of the month prior to the month in which this insurance contract takes effect.

On the annual expiry date of the contract, the premium will be adjusted according to the following formula:

$$\text{New premium} = \frac{(\text{base premium} \times \text{new index})}{\text{Base index}}$$

8. Obligations of the Insured Person

8.1. During the contract

Take all necessary precautions to avoid damage.

8.2. In the event of damage

- In case of an insurance event the Insured Person must inform AXA ASSISTANCE as soon as possible.



- The Insured Person must promptly provide all useful information and answer any questions so that AXA ASSISTANCE can determine the circumstances and can assess the extent of the incident.
- In case of a travel accident, the following information must be provided: location, date, time, cause and nature of the accident, the actual or likely consequences as well as the names and addresses of witnesses
- In order for AXA ASSISTANCE to be able to organise the assistance in the best way possible and in particular to arrange the most suitable means of transport (plane, train, etc.), the Insured Person undertakes to contact AXA ASSISTANCE before engaging any services. The Insured Person can only incur assistance-related costs with the prior agreement of AXA ASSISTANCE.
Failing this, these expenses shall be refunded subject to the amounts indicated in the General Terms and Conditions and subject to the limit of the amount AXA ASSISTANCE would have paid if it had organised the service.
- The insured must take all reasonable measures to prevent and reduce the consequences of the claim
- If AXA ASSISTANCE has advanced the medical costs, the insured must in any case take the necessary steps to effectuate reimbursement at the Social Security and / or the precautionary institutions that cover the same expenses.
- Follow all guidelines and take all actions requested by AXA ASSISTANCE.
- The medical certificate of determination must always be added to the claim declaration.
- The insured must allow the treating physicians to provide the advising physicians of the company with all information related to the health status of the insured.
- The necessary measures must be taken to ensure that the representatives of the company always have access to the insured person and that the doctors can always examine the latter and perform all tasks deemed necessary by the company
- In the case of luggage theft, have an official report drawn up by the competent authorities and inform the insurer within eight days. At the end of this period, no statement will be admissible except in the case of force majeure;
- In case of non-delivery or delay of the luggage, a form P.I.R. (Property Irregularity Report) to be completed and to inform AXA ASSISTANCE within eight days. At the end of this period, no statement will be admissible except in the case of force majeure.
- The Insured Person undertakes, within three months of having received the assistance services provided by AXA ASSISTANCE, to:
 - provide the necessary supporting documents as evidence of the expenditure incurred
 - provide proof of the facts giving right to the services covered
 - restore immediately any travel/transport tickets that were not needed because AXA ASSISTANCE covered the cost of the transport;

8.3. Sanctions

1. If the Insured Person fails to perform any one of the foregoing obligations and if that failure results in a prejudice for AXA ASSISTANCE, the latter reserves the right to reduce the scope of its services proportionally to the amount of the prejudice suffered.
2. AXA ASSISTANCE reserves the right to refuse to provide coverage if the Insured Person fails to fulfil any of the said obligations in the intention to commit fraud.

8.4. Expertise

In the absence of agreement regarding the extent of the damage, the latter shall be established by two experts, appointed and properly mandated, one by the insured and the other by the company. If no agreement can be reached, these experts will choose a third expert. The three experts decide jointly, but, in the absence of a majority, the advice of the third expert will be decisive. If one of the parties does not appoint its expert or the two experts disagree about the choice of the third expert, then the latter, at the request of the most diligent party, is appointed by the President of the Court of First Instance of the place of residence of the insured. Each party bears the costs and the fee of its expert. The costs and fees of the third expert, as well as the costs of his or her designation, are divided by halves. The experts have been dismissed from every judicial formality. Their decision is sovereign and irrevocable.

9. Subrogation

AXA ASSISTANCE which provided the assistance or paid the compensation is subrogated, to the amount of that compensation, in the rights and actions of the Insured Person against any third parties responsible for the damage that gave rise to that compensation.

If, after the evidence of the Insured Party or the beneficiary, that subrogation can no longer produce its effects in favour of Inter Partner Assistance, the latter may claim restitution therefrom of the indemnity paid to the extent of the prejudice suffered.



Subrogation cannot harm the Insured if the Insured was only compensated partly. In this case, the Insured Person may claim the remainder of their entitlements preferably from AXA ASSISTANCE.

Except in the event of ill will, AXA ASSISTANCE cannot take any legal action against the Insured Person's descendants, forbears, legal partner or direct relatives, or against any persons living at the same address, any guests or any members of the Insured Person's domestic staff. However, AXA ASSISTANCE cannot take any legal action against these people provided that their liability is covered by an insurance contract.

10. Other insurance

AXA ASSISTANCE shall only provide cover once the Insured Person has benefitted from any entitlements from other insurance organisations or Social security services. In the event the Insured Person possesses other insurance or assistance insurance policies, the entitlements for each policy shall be paid out in accordance with article 99 of the law of 4 April 2014, which is applicable.

11. Non-contractual coverage

In the interest of the Insured Person, AXA ASSISTANCE may choose to pay for certain costs incurred by the Insured Person that are not covered by the policy.

In this case, the Insured Person undertakes to repay AXA ASSISTANCE within 3 months of the date of the request for assistance.

12. Privacy and personal data protection

Responsible for processing

Inter Partner Assistance nv, with registered office at Louizalaan, 166, 1050 Brussels, registered with the "Kruispuntbank van Ondernemingen" under number 0415.591.055 (hereinafter referred to as "Inter Partner Assistance").

Data protection officer

The data protection officer of Inter Partner Assistance.

Purposes of the data processing and recipients of the data

The personal data communicated by the person himself or received legitimately by Inter Partner Assistance from companies of the AXA Group, from companies that are related to these companies, from the employer of the person or third parties, may be processed by Inter Partner Assistance for the following purposes:

- the management of the person database;
- the management of the insurance contract;
- the service to the customers;
- the management of the relationship between Inter Partner Assistance and the insurance intermediary;
- the detection, prevention and combating of fraud;
- the fight against money laundering and the financing of terrorism;
- monitoring the portfolio;
- statistical studies;

To the extent that the communication of personal data is necessary for the purposes listed above, the personal data may be communicated to other companies of the AXA Group and to companies and / or persons connected to it (lawyers, experts, medical advisers, reinsurers, co-insurers, insurance intermediaries, service providers, other insurance companies, representatives, follow-up agencies for pricing, claims settlement agencies, Datassur).

This information may also be communicated to the inspection authorities, to the competent government departments and to any other government or private organization with which Inter Partner Assistance may exchange personal data in accordance with the applicable legislation.

Data processing with a view to direct marketing

The personal data communicated by the person concerned or lawfully received by Inter Partner Assistance may be communicated to other companies of the AXA Group and to companies that are connected to Inter Partner Assistance and / or to the insurance intermediary for the purpose of their own direct marketing or joint direct marketing (commercial actions, personalized advertising, profiling, linking of data, awareness, ...), to improve the knowledge of the joint customers and prospects, to inform the latter about their respective activities, products and services, and to deliver commercial offers.



In order to provide an optimal service in connection with direct marketing, this personal data can be communicated to companies and / or to persons in their capacity as subcontractors or service providers in favour of Inter Partner Assistance, other companies of the AXA Group and / or the insurance intermediary.

These processing operations are necessary for the representation of legitimate interests of Inter Partner Assistance consisting of the development of its economic activity. Where appropriate, these processing operations may be based on the consent of the subject.

Transfer of data outside the European Union

The other companies of the AXA Group, the companies and / or persons who are connected to it and to whom the personal data are communicated, can be found both inside and outside the European Union. In case of transfer of personal data to third parties outside the European Union, Inter Partner Assistance complies with the legal and regulatory provisions that apply to such transfers. Inter Partner Assistance guarantees an adequate level of protection for the personal data transferred in this way, on the basis of the alternative mechanisms established by the European Commission, such as the standard contractual conditions or also the binding business rules for the AXA Group in case of transfers within the group (Belgian Official Gazette 6/10/2014, p.78547).

The person concerned may obtain a copy of the measures taken by Inter Partner Assistance to transfer personal data outside the European Union by sending his application to Inter Partner Assistance at the following address ('Contacting Inter Partner Assistance').

Processing of health data

Inter Partner Assistance guarantees compliance with the specific rules that apply to the processing of personal health data, by taking all technical and organizational measures required for this purpose.

- The processing of such data may only take place with the express written consent of the data subject or, if he is physically or legally incapable of giving his consent, with a view to protecting the vital interests of the data subject.
- The processing of these data is carried out by Inter Partner Assistance employees specially appointed for this task, and under the supervision of physicians (medical advisors) covered by the medical secret.
- Medical certificates and other documents containing similar information necessary for the negotiation, conclusion or execution of the contract, including claims handling, are only provided to the medical advisors of Inter Partner Assistance. These medical advisors will, for their part, only inform Inter Partner Assistance or the persons strictly designated for this purpose of the data concerning the current state of health of the persons concerned that are strictly relevant to the risk for which these documents were drawn up.
- Transfer of these data only takes place insofar as this is necessary and the recipients offer sufficient guarantees for compliance with the specific rules for their processing. Prior to this transfer, Inter Partner Assistance ensures that they are minimized, pseudonymized or, if applicable, anonymized.

Data storage

Inter Partner Assistance stores the personal data collected in relation to the insurance contract during the entire duration of the contractual relationship or the management of the claim files, with updating as the circumstances require, extended with the statutory retention period or with the limitation period to be able to cope with a claim or any recourse, instituted after the end of the contractual relationship or after the conclusion of the claim file.

Inter Partner Assistance keeps the personal data with regard to refused quotations or quotations that Inter Partner Assistance has not followed, up to five years after the issue of the quotation or the refusal to conclude a contract.

Need to communicate personal data

The personal data relating to the person that Inter Partner Assistance requests to communicate are necessary for the conclusion and the execution of the insurance contract. Failure to disclose this information may render the conclusion or proper performance of the insurance contract impossible.

Confidentiality

Inter Partner Assistance has taken all necessary measures to safeguard the confidentiality of the personal data and to protect itself against unauthorized access, misuse, alteration or erasure of these data.

To this end, Inter Partner Assistance follows the standards for safety and continuity of services and regularly evaluates the safety level of its processes, systems and applications, as well as that of its partners.

Rights of the person concerned

The person concerned has the right:

- to obtain confirmation from Inter Partner Assistance whether his/her personal data are processed or not processed, and to consult this data - if processed;
- to have his personal data that are incorrect or incomplete corrected and, if necessary, supplemented;
- to have his personal data deleted in certain circumstances;
- to limit the processing of his personal data in certain circumstances;
- to oppose, for reasons relating to his specific situation, the processing of the personal data on the basis of the legitimate interests of Inter Partner Assistance. The controller then no longer processes the personal data, unless he demonstrates that there are legitimate and compelling reasons for the processing that outweigh the interests, rights and freedoms of the data subject;
- to oppose the processing of his personal data with a view to direct marketing, including the profiling that is carried out with a view to direct marketing;
- to object to a decision based solely on automated processing, including profiling, to which he has legal effects or which affects him significantly; however, if this automated processing is necessary for the conclusion or performance of a contract, the person is entitled to a human intervention from Inter Partner Assistance, to express his point of view and to challenge the decision of Inter Partner Assistance;
- to receive his personal data that he has communicated to Inter Partner Assistance in a structured, current and machine-readable format; to forward this data to another controller, if (i) the processing of his personal data is based on his consent or necessary for the execution of a contract and (ii) the processing is done on the basis of automated processes; and to obtain that his personal data are transmitted directly from one controller to another, if technically feasible;
- to withdraw his consent at any time, without prejudice to the processing that was lawfully done before its withdrawal, if the processing of his personal data is based on his consent.

Contact Inter Partner Assistance

The person concerned wishing to exercise his rights can contact Inter Partner Assistance at the following addresses, accompanied by a recto / verso photocopy of his identity card:

by post: Inter Partner Assistance - Data Protection Officer, avenue Louise 166, 1050 Brussels

via e-mail: dpo.BNL@axa-assistance.com

Inter Partner Assistance will process the applications within the legally stipulated deadlines. Except for clearly unfounded or excessive applications, no payment will be claimed for the processing of his applications.

To file a complaint

If the person concerned thinks that Inter Partner Assistance does not comply with the regulations, he is requested to contact Inter Partner Assistance first.

The person concerned may also file a complaint with the Authority for the Protection of Personal Data at the following address:

Drukpersstraat 35

1000 Brussels

Tel. + 32 2 274 48 00

Fax + 32 2 274 48 35

commission@privacycommission.be

The person can also file a complaint with the Court of First Instance of his place of residence.

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13. Correspondence

Any notifications, or correspondence intended for the Insured Person shall be sent to the address indicated in the contract or to the address provided by the Insured Person at a later date.

Any correspondence sent by the Insured Person to AXA ASSISTANCE should be addressed to Avenue Louise 166 bte 1, B-1050 Brussels or to the company issuing the insurance certificate established by AXA ASSISTANCE or the company that was involved in concluding the contract or during the performance thereof.

14. Applicable law

This contract is subject to the law 4 April 2014 regarding to insurances.

15. Complaints

In the event of a complaint concerning insurance services, the policyholder may contact the Quality Service of AXA ASSISTANCE:

- By e-mail: customer.care.bnl@axa-assistance.com
- By letter: AXA ASSISTANCE
Customer Care
Avenue Louise 166 PO Box 1
1050 Brussels

The complaint will be examined as quickly as possible by the Quality Service of AXA ASSISTANCE and processed as per the following timeframes.

- A confirmation of receipt of the complaint will be sent within three working days with an explanation of further proceeding, unless a response is given within one week.
- Within five days, a definitive response is sent to the policyholder, except in the case of complex problems, in which case the matter is dealt with within one month.

If this is impossible, the problem is analysed and a valid reason is given for the non-respect of the usual timeframes, with an indication within one month, of the length of time before a definitive response can be expected.

The policyholder and/or Insured person may contact the Ombudsman of the Insurances:

- by mail: info@ombudsman.as
- by letter: Square de Meeûs 35 te 1000 Brussel.
- by telephone: 02/547.58.71
- by fax: 02/547.59.75

The aforementioned options do not prejudice the right of the insured and / or policyholder to institute legal proceedings. The Insurance Ombudsman and his team investigate insurance disputes between the consumer and the insurer or insurance intermediary.

The insured can also turn to an accredited body for the out-of-court settlement of consumer disputes, as stated on the online dispute settlement platform:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

The insured person can complete a complaint form on this platform, which immediately forwards the complaint in a very understandable form to the defendant. The complete procedure can be found on the aforementioned platform.

Sanction clause

AXA Assistance shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose AXA Assistance to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

16. Liability indemnification clause

AXA Assistance cannot be held liable, for whatever cause and for whatever reason, for any damage in connection with:

- Damage, vandalism, theft of property of the insured during the assistance;
- Any delay or negligence in the implementation of the obligations under this insurance agreement as a result of force majeure. A case of force majeure is considered as an external cause that cannot reasonably be controlled and / or foreseen.
- Any delay or poor execution by the service provider designated by AXA Assistance. If necessary, the insured person will contact the service provider directly.

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AXA ASSISTANCE distributor

For questions or changes to your contract, please contact your AXA ASSISTANCE dealer, who will be happy to provide you with customised advice.

Need for assistance or a claim??

AXA ASSISTANCE 24/24 and 7/7

+32 2 550 05 00

In the event of damage, always contact the assistance centre so that you can take full advantage of all the insured guarantees. If you organise the assistance yourself, certain costs may be refused.

Also visit our website

www.assudis.be

You can always consult and change an annual contract on our website. If you still have a question that your AXA ASSISTANCE distributor cannot solve, please contact us via info@assudis.be or +32 2 247 77 10.