

COOPERATION AGREEMENT BETWEEN BRUSSELS AIRLINES AND EUROP ASSISTANCE BELGIUM
GENERAL CONDITIONS LUGGAGE INSURANCE

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Prior Notice: We (Europ Assistance) will not provide cover or take responsibility for any performance, pay compensation or provide any benefit or service as described in the policy if this would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or of the United States of America.

For more information, please refer to <https://www.europ-assistance.be/territorial-limitations-partners>

GENERAL CONDITIONS

Art. 1 – GENERAL DEFINITIONS

For the purpose of this contract, the following definitions shall apply:

a) COMPANY: Europ Assistance Belgium, VAT BE 0738.431.009 RPM Brussels, Triomflaan 172 in 1160 Brussels, Belgian branch office of Europ Assistance SA, insurance undertaking governed by French law with registered office at 1, Promenade de la Bonnette in 92230 Gennevilliers, France (451 366 405 RCS Nanterre), registered with the National Bank of Belgium (NBB) under the number 0888 for the branches 1,9,13,16 and 18 and supervised by the NBB, de Berlaimontlaan 14, 1000 Brussels.

b) POLICYHOLDER: any physical or legal person who underwrites this insurance linked to the purchase of a Brussels Airlines air-ticket.

c) INSURED: any physical person whose name is mentioned in the Brussels Airlines air-ticket and for whom the related premium(s) has been paid to the Company on condition he is a permanent resident in one of following countries: Schengen area, Switzerland or United Kingdom.

d) TRIP: travel by the Insured departing from all locations indicated in the Brussels Airlines website to a destination in another country. Cover is granted from the time the Insured leaves his home or place of work and ceases when the Insured returns to one of these places.

Art. 2 - EFFECTIVE DATE AND DURATION OF THE INSURANCE

The contract is concluded for the duration beginning at the starting date indicated on the air-ticket until the date of return with a minimal duration equal to the whole duration of the voyage. Benefits are limited to a maximum of 120 continuous days abroad.

Coverage will not be tacitly renewed due to its specific nature.

Benefits 4.1 and 4.2 are granted if the related premiums have been paid to the Company.

Benefit 4.3 is granted if the related premium has been paid to the Company and if the related premiums to benefits 4.1 and 4.2 are paid to the Company.

Art. 3 - GEOGRAPHICAL LIMITS

The insurance granted by present contract is valid throughout the world.

Art. 4 - BENEFITS

4.1 FLIGHT LUGGAGE DELAY

If the Insured's accompanied checked-in luggage is not delivered to him or her within 12 hours of the Insured's arrival time at the scheduled destination point of his or her flight on another territory than the country of his/her permanent residence, the Company will indemnify the Insured for charges incurred at such scheduled destination in respect of the emergency purchase prior to the return of such luggage, of essential clothing and requisites up to EUR 250,00.

4.2 FLIGHT LUGGAGE COVER (included in travel assistance)

If the Insured's accompanied checked-in luggage is (1) deteriorated or (2) stolen or (3) not delivered to him or her after the Insured's arrival at the scheduled destination point of his or her flight on another territory than the country of his/her permanent residence and declared permanently lost by the airline company, the Insured will be covered up to EUR 1.250,00 against damage incurred during a flight resulting from the loss, theft or deterioration of all or part of the concerned luggage.

It is furthermore stipulated that the limit of compensation per family will under no circumstances exceed twice the above mentioned amounts.

Exclusions

This insurance does not cover any loss or expense caused by or resulting from:

1. declared or undeclared war or any act hereof;
2. confiscation or requisition by Customs or other government authority;
3. any illegal act by or on behalf of the Insured;
4. default of reasonable measures to save or find the lost luggage;
5. default of notification to the concerned air lines authorities of the absence of the luggage at the scheduled destination;
6. default of obtaining and handing-over to the Company the "Property Irregularity Report"

Reporting of claims

The hereunder information and documents have to be provided to the Company within a period of 3 weeks:

1. the original of any document justifying the incurred expenses and for which a refund is claimed;
2. the entirely filled-in claim form with all relevant requested documents;
3. The "Property Irregularity Report".

4.3 FLIGHT AND SOJOURN LUGGAGE COVER (in option to travel assistance)

Purpose

The purpose of this insurance policy is to cover the Insured, up to EUR 1.250,00 against damage incurred during a trip resulting from the theft or deterioration of all or part of the luggage.

Definition of luggage

All items, property of the Insured taken with him on a trip for his personal use, including:

- a. wearing clothing or goods;
- b. special or precious objects, such as jewels, watches, furs, binoculars, photographic material, video camera, GSM, portable computer, etc up to the amount of maximum EUR 500,00 for the total of special or precious objects;
- c. the sport equipment. When this equipment is formed by a same set, each separate object is insured for a maximum amount equal to the total value of the equipment divided by the number of objects;
- d. the material of camp-site, limited to the tent and the accessories of camp-site.

Each separate object is insured up to a maximum of 25% of the total insured amount.

Insured amount

EUR 1.250,00 at first risk per insured for the combined formulas.

Benefits

- a. the Company covers luggage against total or partial deterioration, the theft as well as the non-delivery of the luggage entrusted to a transport company.
- b. the luggage transported by a private vehicle, caravan or mobilhome, used by the Insured is only insured against total or partial deterioration resulting from a traffic accident, fire or theft with visible traces of effraction and made between 6.00 H and 22.00 H provided that they are in the trunk and non visible, separated from the passenger compartment of a vehicle duly closed and locked. If the type of vehicle does not make it possible and the luggage is visible, the guarantee is not acquired.
- c. the luggage under the surveillance of the insured as well as the objects or worn clothing are only insured against partial or total deterioration, resulting from a bodily injury, fire, an explosion, action of the forces of nature and against the theft made with physical violence on the person.
- d. the luggage being in the hotel room or the housing of holidays is assured only against partial or total deterioration resulting from fire, explosion or the damage of water and against the theft with visible traces of effraction.
- e. the material of camp-site, installed on a regulated campsite, is insured against total or partial deterioration resulting from fire, flood, the lightning, storm or the action of other forces of the nature or of an attempted theft.
- f. In addition to the insured amount, the Company covers up to a maximum amount of EUR 250, the breaking of skis, pertaining to the insured, at the time of the practice of the winter sports.

g. Deviating from the insured amount of EUR 1.250,00 the Company covers up to EUR 250 for replacement of identity document in case of loss or theft.

Exclusions

a - art objects, antiquities, carpets, pieces of furniture, musical instruments, material film, non-portable video and/or audio, goods, samples and professional materials;

- prosthesis, contact lenses and glasses;

- documents, except for identity papers, currencies or papers of value, collections;

- all kinds of weapons as well as the ammunition.

b Partial or total deterioration of the luggage caused:

- by the bad weather, vermin, inherent vice, the fair wear and tear, the insufficiency of packing, electrical, mechanical or electronic disturbances or by a process of repair, cleaning or restoration;

- by the flow of containers, the blows, the claws, the glares of enamel and fragile breakings of objects, except in the event of traffic accident.

c. Partial or total deterioration, as well as the theft of:

- material of sport (except skis), motor cycles, bicycles, baby carriage, wheelchairs or similar at the time of their employment;

- luggage transported by a two wheeled vehicle, or a vehicle convertible or opened or outside the vehicle, except in the event of traffic accident;

d. The theft of special or precious objects in a private vehicle or any other means of transport, tent or caravan.

e. The theft of any luggage in a vehicle between 22.00 H and 6.00 H.

f. The omission and the loss. Theft of luggage left without surveillance and the damage which they undergo in this circumstance.

g. Confiscation, the detention or seizure of luggage by the Authorities.

h. The loss of possession and other consequential damages.

i. Expenses of replacement of the locks and keys.

j. The exclusions provided with the common provisions.

Calculation of the compensation

a. The Company refunds within the limit of the insured amount and with a maximum per object of 25% of the insured amount, the cost price of the damaged luggage, stolen or not delivered taking into account of their depreciation following the decrepitude or depreciation, fixed contractually at 10% per started year starting from the date of the invoice of the objects in question.

b. For the benefit "Breaking of skis", the intervention of the Company will in no circumstances exceed the maximum of EUR 250,00 whatever the number of contracts "Luggage" subscribed by the Insured with the Company.

c. In the event of partial or total disappearance and in the absence of sufficient justification, the Company reserves the right to calculate the amount of the allowance in proportion of the weight missing compared to the total weight of the insured luggage.

d. If the amount of refunding cannot be fixed with an amicable agreement, it will be estimated by two experts chosen by the contracting parties, and possibly by a third expert, designated by the two first, to decide between them. Their decision will bind the two parties.

Obligations of the insured

The Insured will conform to the following obligations:

- a. to take all useful and necessary measures to protect the luggage;
- b. if the luggage is in a motor vehicle, to close with key the doors as well as the trunk and to entirely lock the windows and the sliding roof;
- c. to deposit the special or precious objects and the jewels that the Insured not take with him, in a safe of the hotel or of the holiday residence;
- d. in case of claim:
 1. in the event of theft: within 24h after the Insured's awareness of the theft, to report the theft at the local Authorities and to ask them to draw up a report at the place of the theft;
 2. in the event of partial or total deterioration, destruction or not delivery by a transport company: to register a complaint against the conveyor within 24h of the presumed expected arrival of the luggage, to make establish a contradictory report and to provide a certificate of final loss delivered by the conveyor;
 3. the documents of transport as well as the labels of luggage must be preserved;
 4. in the event of partial or total damage following a traffic accident: have immediately a report drawn up by the local Authorities of the place of the accident;
 5. to The Company reserves the right to claim redress in order to recover its expenses for processing costs and its expenses from responsible third;
 6. in all cases inform the Company in the 48 hours after the return in Belgium or in the residence (except in the event of cause beyond control), to conform to the instructions and to forward to him all the information and/or documents which it considers necessary or useful;
 7. to prove the exactitude of the damage in quantity but also in quality and to provide the evidence of purchase for the special or precious objects.

ART 5 – LEGAL PROVISIONS

5.1 Subrogation

The Company is subrogated to the rights and legal actions of the Insured, against any third party and for the amount of his expenses.

Except in cases of evil intent the Company cannot pass the cost on to the descendants, ascendants, partner, direct relatives, people living under the same roof, the guests and members of the house staff of the Insured. The Company can however pass costs on to them when their accountability is actually covered by the insurance contract.

5.2 Acknowledgement of debt

The Insured agrees to refund the Company within one month the costs for the services not covered by the agreement but which the Company has granted the Insured by way of an advance.

5.3 Prescription

All acts resulting from the current agreement will prescribe 3 years after the event that was the cause for the acts.

5.4 Jurisdiction

Any dispute arising from this agreement shall be exclusively settled by the Belgian courts.

5.5 Contract law

This contract is governed by the Insurance Act of 4 April 2014 (Belgian Official Gazette 30 April 2014)

5.6 Complaints

Any complaints with regards to this agreement can be addressed to:

- Europ Assistance Belgium, to the attention of the Complaints Officer, Triomflaan 172, 1160 Brussels (complaints@europ-assistance.be), phone + 32 2 541 90 48, Monday till Thursday, from 10am-12am and from 2pm-4pm or,
- The Insurance Ombudsman, de Meeûsquare 35, 1000 Brussels (www.ombudsman.as) without prejudice to the policyholder's right to take legal action.

5.7 Protection of privacy

5.7.1 Protection of privacy – General definitions

Any person whose personal data are collected or registered by the insurer will be informed of the items below, as stipulated in the law of 8 December 1992 on the protection of personal privacy with regards to the processing of personal data:

- The responsibility for data processing lies with Europ Assistance, with headquarters at B-1160 Brussels, Triomflaan 172;
- The purpose for processing personal data is to identify the insurance policyholder, the insured persons and the beneficiaries in view of managing the agreements, including managing the insurances, cost management, the completion of the handling and management of potential disputes. Personal data

are also collected for statistical purposes, which allow the insurer to analyse the data in view of the evaluation or optimization of his services to the clients;

- The policyholder's personal data are also used to keep them informed of Europ Assistance's new products and/or services (direct marketing);
- Under no circumstances will personal data be communicated to third parties, unless this is necessary for Europ Assistance's services, in which case the person concerned will be previously informed and will give his agreement, unless this is not obliged or allowed by a law (with strict respect for all legal stipulations);
- Any person proving their identity (for example with a copy of the front side of their identity card) has the right to inspect the data kept on them in Europ Assistance's files, and has the right to claim the correction of their personal data in case they are incorrect. Finally, the policyholder has the right to oppose, free of charge, against the processing of his personal data for marketing purposes.

To exercise these rights, the person involved should send a dated and signed request to Europ Assistance's Customer Data Control service at the address mentioned above or via customerdatacontrol@europ-assistance.be. Any supplementary questions on the processing of personal data can be addressed to Europ Assistance in the same way.

The person involved can also consult the public register for the processing of personal data, which is managed by the Commission on the protection of personal privacy.

5.7.2 Processing of data on health condition and/or other sensitive data

The insurance policyholder herewith grants permission to the insurer to process medical and/or other sensitive personal data, when needed and for the purposes mentioned in article 5.7.1.

This allows the insurer to assess the degree of dependence and the request for assistance.

Medical data and/or other sensitive data are always processed under supervision of a health care industry professional. A list of categories of people who have access to the personal data can be consulted via the address mentioned above in 5.7.1 or via e-mail on customerdatacontrol@europ-assistance.be.

5.7.3 Consent of the policyholder and/or the beneficiaries

The insurance policyholder, who acts in name of and on account of the insured persons and/or the beneficiaries, guarantees towards the insurer that he has obtained these persons' permission for the processing of their personal data by the Insurer for the purposes of this agreement.

The policyholder commits to providing the necessary information to the insured persons and/or the beneficiaries as mentioned in articles 5.7.1 to 5.7.3 of the present agreement.

5.8 Fraud

Any form of fraud committed by the insured party in submitting his incident or filling out questionnaires will result in the insured party losing all his rights towards the insurer. Every document should therefore be completely and meticulously filled out.

The insurer reserves the right to have the fraudulent insured party prosecuted by the competent courts.