

**COOPERATION AGREEMENT BETWEEN BRUSSELS AIRLINES AND EUROP ASSISTANCE**  
**BELGIUM**  
GENERAL CONDITIONS TRAVEL ASSISTANCE ( )

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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 <https://www.europ-assistance.be/territorial-limitations-partners>

The general terms and conditions set out in detail below define all the assistance services provided by EUROPE ASSISTANCE BELGIUM.

## Chapter I - Conditions of application

### 1.1 General definitions

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We,

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.

Broker

Brussels Airlines PLC, VAT BE 0400.853.488.- recognized under N° 061224A to exercise branches 01a, 02, 07, 09, 11, 16 and 18, with registered office at Jaargetijdenlaan 100-102 box 30, 1050 Brussels.

Policyholder

The person who subscribes to the option of assistance when booking a ticket and pays via the booking engine direct sales of Brussels Airlines.

You, the insured

Insured persons may include the following natural persons:

- All persons subscribing the option assistance via the booking engine direct sales of Brussels Airlines and mentioned by name on the ticket.
- The insured must be resident in one of the countries indicated under Article 1.2.1.

Domicile

The place where you are entered on the population register or on any other comparable administrative register.

#### Country of residence

The country in which your domicile is located, provided that this country is included under Article 1.2.1.

#### Country of origin

This is understood as one of the countries listed under Article 1.2.2, the nationality of which is held by the insured.

#### Business travel

Any journey made by the insured in connection with his professional activities on request or on behalf of the policyholder. We are entitled to check the professional nature of the journey and the duration initially planned by the policyholder. Any prolongation of a business trip for private reasons will put an end to the business nature of the journey

#### Private travel

All journeys that do not come under the definition of "Business travel".

#### Travel

All business or private travel

#### Illness

Any sudden change in the Insured person's state of health not caused by an accident and duly verified by a medical practitioner, which requires medical treatment.

**Personal injury** Any impairment of the Insured person's state of health caused by a sudden and fortuitous event occurring outside the body and not intentionally brought about by the Insured person, which causes an objectively verifiable bodily/physical lesion.

**Insured incident** An insured incident is an event of a fortuitous nature which may fall within the cover of this policy.

#### Excess

The part of a loss or expense which is borne by you.

#### Luggage

Personal effects brought by the insured, including cats and dogs but excluding all other animals. The following items are not regarded as luggage: gliders, boats, trade goods, scientific equipment, construction materials, household, furniture, food, horses or cattle.

#### Hotel costs

"Hotel costs" mean the cost of a room with breakfast up to the amounts provided for in the agreement and excluding all other costs.

#### Cover

All amounts which we are bound to pay under the policy. All amounts stated in this agreement (whether as amounts to be reimbursed to you or expended on your behalf or otherwise) are to be understood as inclusive of tax.

#### Events covered

Events giving rise to the right to claim under this policy and occurring by chance in a country covered by this policy.

#### Partners

“Partners” means any two persons who are married, registered partners or cohabitantes.

#### Degrees of relationship

Degrees of relationship are calculated by counting upward to the common ancestor of a family and downward from him to the other relative.

E.g.: two brothers are relatives in the 2nd degree; an uncle and nephew are relatives in the 3rd degree

In this agreement, the partner of a family member entitled to claim under the policy is related in the same degree as the family member.

#### Act of terrorism

Act of terrorism means an action or treat of action organized clandestinely for ideological, political, ethnic or religious purposes, carried out by an individual or a group and which attacks individuals or destroys the economic value of the tangible or intangible good in whole or in part, either to impress the public, to create a climate of insecurity or to exert pressure on the authorities, or to preventing the circulation and the normal functioning of a service or a company and gaining media publicity.

## **1.2 Geographic definitions**

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### 1.2.1 Countries in which your domicile must be located

Austria, Belgium, Bulgaria, Cyprus, Croatia, Czech Republic, Denmark, Estonia, Finland, France (except for overseas territories), Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal (except for islands), Spain (except for Canary Islands), Romania, Slovakia, Slovenia, Sweden, Switzerland and United Kingdom.

### 1.2.2 Countries regarded as countries of origin

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (except for overseas territories), Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal (except for islands), Spain (except for Canary Islands), Romania, Slovakia, Slovenia, Sweden, Switzerland and United Kingdom.

### 1.2.3 Geographic scope of assistance services

Depending on which letter, D or E, is indicated in each article, the services apply to incidents arising:

D = in the country of residence of the insured, as defined under Article 1.1

E = abroad, in other words throughout the world with the exception of the excluded countries (stated in 1.2.1) and of the country of residence of the insured.

D/E = both in the country of residence of the insured and abroad with the exception of the excluded countries (stated in 1.2.4.)

### 1.2.4 Personal assistance and travel assistance

Personal assistance and travel assistance cover is applicable worldwide.

Excluded are countries or regions in a state of (civil) war, those where security is disturbed by riots, popular uprisings, terrorism, restrictions on the free movement of persons and goods, strikes or other unforeseen events that prevent the implementation of the agreement, even if they are listed among the countries covered. The situation in the excluded countries may change depending on the domestic or international evolution of the countries in which we operate. In this respect, we follow the advice and recommendations of the FPS Foreign Affairs.

- The countries covered (or some of their regions) may be subject to the sanctions policy of the United Nations, the European Union, or any other applicable sanctions regime, which may prevent us from performing all or part of our contractual obligations. The list of countries and regions concerned may change over time and can be consulted at any time via the link <https://www.europ-assistance.be/territorial-limitations-partners>

Excluded: North Korea, Iran, Syria, Venezuela, Crimea.

#### Territorial restrictions

- For nationals of the United States travelling to Cuba, the provision of assistance services or the payment of benefits shall be subject to the provision of evidence that the journey to Cuba complies with the laws of the United States. The notion of "U.S. nationals" refers to any person, wherever they may be, who has U.S. citizenship or who is ordinarily resident in the United States (including Green Card holders).

## **1.3 Miscellaneous conditions**

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### 1.3.1 Nature and duration of trips covered abroad

Travel abroad is covered by this policy as from the departure date indicated on the ticket up to and including the return date on the ticket.

### 1.3.2 Tickets

If we transport or repatriate you, the tickets covered (unless otherwise advised by a doctor) are either train or airplane tickets, depending on local options.

### 1.3.3 Assistance on request

Under certain conditions to be agreed in advance, we will place our resources and experience at your disposal in order to help you, even when our assistance is not guaranteed by the contract. All costs must be paid by you. Please consult our services.

### 1.3.4 Costs for your call for assistance

We take the costs for telephone, telegram, telefax and e-mail into account, which you have made abroad in order to reach us (first call and the one we explicitly ask you for), on the condition that your first call is followed by an assistance as guaranteed in the agreement.

### 1.3.5 Render Assistance

Our guarantees may in no way be financially profitable for you. They are intended, within the limits of the agreement, to help you in case of emergency or in case of an unforeseen event during the time of the guarantee. That is why the costs taken into account by us, will be deducted from the costs you would have made if no incident would have occurred, such as tolls, costs of conversion tickets, fuel costs for the vehicle, and we reserve the right to request the unused tickets.

All unsolicited or unused guarantees as well as those that have been refused by the insured person, give a posteriori no right for a compensation.

### 1.3.6 Reimbursement of the costs

When we give you the permission to advance the costs of the guarantees, these costs will be reimbursed to the extent of the amount that we would have paid if we had delivered the service ourselves.

### 1.3.7 Legal obligations

For the purpose of the guarantee you accept the obligations or restrictions arising from our obligation to comply with administrative or hygienic laws and regulations of the countries where we intervene.

## 1.4 Accessibility of our services

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Our assistance services are accessible 24 hours a day, 7 days a week, at the following number:

**(0032) (0) 2/541 91 29 (Brussels Airlines Assistance)**

## Chapter II - Assistance to persons in the case of illness, personal injury and death

Under this agreement, the cover and services in chapter II are available in case of illness, personal injury or decease of an insured person while travelling.

- Our services may not replace the intervention of public first aid services, particularly not emergency services.
- If you are ill or get injured while travelling, you must first call the local first aid services (ambulance, hospital, doctor), then inform us of the contact details of the doctor treating you.
- As soon as we are informed, our medical service will contact that doctor. We cannot accept responsibility for moving you without prior medical advice. It is on the basis of this advice that we decide on the best course of action to follow.
- If you wish, we can explain or translate what the local doctor has said to you and, if you specifically so request, inform a member of your family

## **2.1 Visiting the hospitalised person (D/E)**

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If you are hospitalised while travelling unaccompanied, and if the local doctors treating you do not authorise your transport or repatriation within 120 hours of being hospitalised:

- we organize and pay for the outward and return travel of a close relative of your choice from one of the countries mentioned under 1.2.2 so that that person can be present at your bedside.
- Within the limits of local availability we reserve a hotel room near the hospital and contribute towards the visitors' hotel costs up to an amount of EUR 75 per night for a maximum of seven nights during the period of hospitalization.

## **2.2 Transport/repatriation of the sick or injured (D/E)**

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If you are hospitalized following a personal injury or illness that occurs while traveling and the local doctor treating you authorizes your transport or repatriation, we will organize and pay for the following, based on medical considerations only:

- either your return to your home or to an appropriate hospital near your home
- or your return to your country of origin to the place of residence of your spouse, your father, your mother or your children, or to an appropriate hospital near this place of residence.

Depending on the medical considerations, you will be transported under constant medical surveillance in a light health vehicle or by ambulance, sleeper, train (first-class - couchette or seat), airline or ambulance plane. The decision concerning your transport and the type of transport used is based solely on your medical well-being, taking into account the health regulations in force.

Our doctors will take the final decision regarding your repatriation, following consultations with the local doctors and, if necessary, with your own general practitioner. In the event that you refuse to comply with the decision regarded as the most advisable by our doctors, you shall discharge us of all liability.

If for reasons of medical safety you need to be transported to a health care center nearby before returning to a structure near your home, we will organize and pay for this transport also.

If you wish, our medical service will reserve a bed for you in the unit in which you are to be hospitalized.



### **2.3 Return of repatriated insured person to initial place of stay or travel expenses for a person to replace him/her (E)**

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If you have been repatriated by us pursuant to Article 2.2 while you were traveling abroad on business, we will organize and pay for:

- either your return to the initial place where you were staying provided that this takes place within one month of your repatriation pursuant to Art. 2.2.
- or the outward journey of a person appointed by your employer to replace you abroad provided that this replacement takes place within two weeks of your repatriation pursuant to Art. 2.2.

### **2.4 Accompaniment of sick or injured person (D/E)**

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If you are transported or repatriated by us pursuant to Article 2.2, we organize and pay for the return home of a person who was traveling with you or who came to visit you in hospital pursuant to Article 2.1 to accompany you to the place to which you are repatriated pursuant to Article 2.2. Depending on the advice of our medical department, the person in question shall return with you or separately.

If the person accompanying you during your transportation or repatriation then wishes to return to his or her place of residence located in one of the countries defined under Article 1.2.2, we organize and pay for his/her return to his/her place of residence.

### **2.5 Assistance in case of death (D/E)**

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§ 1. If an insured person dies while travelling and if the burial or cremation is to take place in the country of residence or country of origin of the insured person, we organize and pay for the repatriation of the remains from the hospital or mortuary to the country of residence or of origin. We also pay for:

- the laying-out
- the coffin and other special arrangements required for the transport of the remains up to an amount of EUR 1 500
- the cost of transporting the coffin, but not the cost of the ceremony and burial.

§ 2. If the family of the insured person wishes to repatriate the remains to a country other than the country of residence or of origin of the insured, we agree to organize the repatriation and to pay the cost up to the same amount we would have paid pursuant to paragraph 1.

§ 3. If the burial or cremation takes place in the country where the insured person has died, we pay for the following costs up to the total amount we would have paid pursuant to paragraph 1:

- the laying-out
- the coffin or funeral urn up to an amount of EUR 1 500
- the local transport costs of the remains, excluding the ceremony costs
- the cost of repatriating the funeral urn to the country of residence or of origin of the

insured

- a return ticket from a country listed under Article 1.2.2 to allow a relative up to the second degree of kinship to go to the funeral.

§ 4. If the death of the insured person prevents the other insured persons who were traveling with him/her from returning home by the means initially planned, we organize and pay for the return of the other insured persons to their country of residence.

## **2.6 Sending of glasses, prosthetic articles and medication (E)**

---

If while traveling you cannot find a similar or equivalent pair of glasses, a prosthetic article or medication abroad, and the item in question is indispensable and prescribed by a doctor, we can order it in your country of residence according to your instructions and send it to you by the means of our choice. This service is subject to the agreement of our doctors and to local legislation, and provided that the equivalent in EUR of the amount of the item is handed over to us beforehand in Belgium by the means of your choice. We pay the cost of sending these items, but you must refund us the purchase price.

## **2.7 Transport/repatriation of luggage (D/E)**

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When we pay for your return home, this also includes the transport of any luggage you dispatch under the guarantee of a waybill delivered by a professional carrier.

## **2.8 Supplementary refund of medical costs incurred abroad (E)-**

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If the insured persons are not affiliated to a mutual insurance company or body in their country of residence or to any other equivalent health insurance scheme, or if they have not complied with the rules of their mutual insurance or health insurance body (for instance if they have not paid their health contributions), Europ Assistance will not refund any medical costs.

§ 1. Supplementary refunds cover medical care received abroad for an illness or an accident that occurred while traveling, that is of an unforeseen nature and without known antecedents.

§ 2. Supplementary refunds come into effect once you have claimed all your entitlements for the same risks under your social security system, mutual insurance scheme and/or any other medical insurance or welfare scheme. Payment of your medical bills stops once your repatriation has been effected or if you refuse or delay our proposal to repatriate you.

§ 3. The following medical costs incurred abroad are covered by supplementary refunds:

- doctors' and surgeons' fees
- medicine prescribed by a doctor
- urgent dental treatment up to an amount of EUR 200 per person
- hospital bills
- cost of an ambulance ordered by a doctor for local transport.

- the cost of the patient's extended hotel stay ordered by a doctor, up to an amount of EUR 500, if the sick or injured person is unable to undertake the return journey to his country of residence on the date initially planned.

§ 4. Supplementary refunds of the medical costs mentioned under paragraphs 2 and 3 above are covered up to an amount of EUR 250 000 per person and per year of insurance. The following documents must be produced in order to obtain the refund:

- a detailed medical report by the doctor treating you abroad
- original statements from social welfare and/or health insurance bodies showing the refunds granted plus copies of invoices and bills for expenses
- if your mutual health insurance or other welfare or health insurance body refuses to refund you any costs, you must send us their letter of refusal and the original documents showing your expenses.

An excess of EUR 125 will be deducted for each damage covered. An excess of EUR 40 is applied in the case of urgent dental treatment.

## **2.9 Advance payment of hospital bill (E)**

---

If we pay to the hospital in advance the amount of the costs covered under Article 2.8 paragraph 3, we will send you the invoices for the treatment that we have settled. You must send them to your social security company and/or any other welfare body and reimburse us the amount that they pay to you.

You must pay the transaction costs.

## **Chapter III - Travel Assistance**

### **3.1 Loss or theft of travel documents (E)**

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§ 1. In case of loss or theft of identity documents (identity card, passport, driving license) while traveling, we advise you on the steps to take (reporting loss or theft, obtaining new papers, etc.).

§ 2. In case of loss or theft of travel documents while traveling, we order, at your expense, the documents necessary to enable you to continue your journey.

### **3.2 Loss or theft of business documents (E)**

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In the event of loss or theft of business documents while traveling, we will forward to you abroad the documents that your employer makes available to us.

### **3.3 Loss or theft of luggage (E)**

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In the event of loss or theft of your luggage while traveling and provided that you have reported this to the local authorities, we organize and pay for the forwarding of a suitcase containing your personal effects. We will fetch this suitcase from your home in order to send

it to you.

### **3.4 Early return in case of hospitalization of close relatives or child over 18 years old (D/E)**

---

If your spouse, your father, your mother, your father-in-law, your mother-in-law or your child over 18 years of age is hospitalized in one of the countries listed under Articles 1.2.1 and 1.2.2 for an unforeseen reason, and this for a period of over 120 hours while you are traveling, and if the attending physician certifies that his/her condition is sufficiently serious to warrant your presence at his/her bedside, we organize and pay for:

- either a one-way ticket to the country of hospitalization for all insured persons with this same degree of kinship with the patient as well as accompanying minors. The cost of this ticket shall not exceed the cost of a ticket home to your/their domicile.
- or return tickets for certain insured persons with the required degree of kinship up to the amount of the total cost of the tickets provided for under the previous paragraph. The homeward trip, at our expense, must be completed at the latest within two weeks of the outward trip.

### **3.5 Early return in case of hospitalization of your child under 18 years of age (D/E)**

---

§ 1. If your child, who is under 18 years of age, is hospitalized in one of the countries listed under Articles 1.2.1 and 1.2.2 for an unforeseen reason, and this for a period of over 48 hours while you are traveling, we organize and pay for your return to your country of origin. If your child is hospitalized in a country other than your country of residence, we organize and pay for you to travel to this country up to an amount equal to what it would have cost to repatriate you to your country of residence.

§ 2. If you are unable to go to your child immediately, we will keep you informed of developments regarding his/her state of health.

### **3.6 Early return following death (D/E)**

---

§ 1. If a member of your family (namely: spouse, parents, father- or mother-in-law, children, son- or daughter-in-law, brother or sister, brother- or sister-in-law, paternal and maternal grandparents, paternal and maternal grandparents of your spouse, grandchildren and grandchildren of your spouse) dies suddenly while you are traveling for private reasons, we organize and pay for the return (one-way) to the country of residence or of origin of all the insured persons having this same degree of kinship with the deceased. A death certificate issued by the local authority stating the degree of kinship must be forwarded to us as soon as possible.

If you are on a business trip, we organize and pay for a return ticket to the country of origin or of residence.

§ 2. If some of the insured persons with the degree of kinship with the deceased mentioned

under paragraph. 1 wish to remain on the spot, we will make available to other insured persons with the required degree of kinship one or more return tickets amounting to the total cost of the single tickets that we would have paid for pursuant to the previous paragraph. The return home, at our expense, must be completed within seven days of the funeral.

§ 3. If the funeral takes place in a country other than your country of residence or of origin and if you wish to go to the funeral, we will refund you up to the amount that we would have paid for a single ticket to your home.

### **3.7 Early return due to serious damage to your residence (D/E)**

---

If your presence is required because your residence sustains serious damage due to fire, water damage, storm, hail, explosion or implosion, or theft with breaking and entry, which occurs while you are traveling, we organize and pay for an insured person to travel to the home and, if necessary, to go back subsequently to his or her place of stay. This return to his/her place of stay, at our expense, must take place within 15 days.

You must provide us with a document testifying to the damage, issued by the local police authorities, as soon as possible.

### **3.8 Forwarding urgent messages (D/E)**

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If you are unable to contact a person in one of the countries mentioned under Article 1.2.1, we forward at our expense your urgent national and international messages following a serious event (illness, injuries or accident).

We cannot in any way be held liable for the content of these messages, which must comply with the Belgian and international legislation.

### **3.9 Provision of money (E)**

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If you refer to us a request for assistance covered by this policy and if you must pay unforeseen expenses, we will make available to you, at your request, the amount in local currency which you need, up to a maximum of EUR 5 000. You must provide us with a guarantee that we will be refunded before we advance this amount.

### **3.10 Interpreter service (E)**

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If you are entitled to assistance abroad covered by this policy, our services or our correspondents will help you if you have serious problems understanding the local language. We are not liable for the interpretation or use that you will make of the information communicated to us.

### **3.11 Assistance in case of legal proceedings (E)**

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If you are the subject of legal proceedings abroad following a traffic accident, we will advance the following to you, once a guarantee or deposit has been established in our favor

for an equivalent amount:

- the amount of bail required by the authorities up to a maximum of EUR 12 500 per insured person being prosecuted. For this service you must send us a certified copy of the court's ruling
- the fees of a lawyer chosen freely by you abroad, up to a maximum of EUR 1 300.

You undertake to refund these advance payments within 30 days at the latest of the date on which we have paid them.

We do not intervene in any judicial proceedings in Belgium resulting from a case taken against you abroad.

## Chapter IV - Info Assistance

### 4.1 How to contact our Info Service:

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Our information service is open from 9 a.m. to 6 p.m. (Belgian time), from Monday to Saturday. Urgent medical information is available 24 hours a day.

Information is obtained and provided by telephone only. We may not be able to answer certain questions immediately.

Under no circumstances may we be held liable for the use that you make of the information thus provided. Information is given in French, Dutch and English.

### 4.2 Leisure Line

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#### 4.2.1 General travel info

We can provide information on:

- visas and administrative formalities to be fulfilled for persons and vehicles before and during the journey
- compulsory and recommended vaccinations
- hygienic and medical precautions to take according to the country you intend to visit
- compulsory formalities for the household pets you wish to take with you
- customs regulations for private individuals
- the addresses of foreign consulates and tourist information centers in the European Union
- the climate and suitable clothing
- the local public holidays, the time difference
- traveling conditions: the means of transport (air, sea, road), itineraries.

#### 4.2.2 Additional information on the countries listed under Art. 1.2.2

We can provide information concerning hotels and restaurants (rates, addresses, search for specialized restaurant) for the countries listed under Article 1.2.2.

#### 4.2.2 Business Info

We can provide information on:

- congresses, trade fairs and exhibitions throughout the world
- hotels equipped for businessmen (seminars, organization of meetings, etc.)
- chambers of commerce and government bodies
- practical details: currencies, public holidays, time difference
- "Business Centers" (secretarial services, copiers, translation) accessible in major capitals
- cultural events in the main European Union capitals (concerts, exhibitions, theatre, etc.).

## Chapter V - General exclusions and restrictions on cover for Chapters II to IV

### 5.1 Exclusions

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The following are excluded from cover:

- incidents or accidents occurring during any motoring event of a competitive nature (races, competitions, rallies, long-distance rallies) in which you take part as a competitor or as an assistant to a competitor, and generally speaking any incidents or accidents arising from the use of the vehicle other than with due diligence.
- diagnoses and treatments prescribed in Belgium
- medical, paramedical, surgical, pharmaceutical and hospital charges and fees for care received in the country of residence, whether or not resulting from an illness or accident contracted abroad or relating to a diagnosis made before traveling
- the cost of glasses, contact lenses, prostheses and the purchase or repair of prosthetic articles
- medical check-ups, periodic medical check-ups and observation as well as preventive medicine
- health cures, convalescent care and accommodation, rehabilitation and physiotherapy
- treatment administered by a beautician or dietician and all the diagnosis and treatment costs not recognized by the INAMI (homeopathy, acupuncture, chiropractic, etc.)
- vaccines and vaccinations
- ambulance costs in the country of residence, except if expressly stated in one of the provisions in this contract
- repatriation for benign disorders or injuries that can be cured on the spot and that do not prevent you from continuing your stay or journey
- 
- pathological states known before departure
- relapses or aggravations of an illness or pathological state existing before departure
- repatriation for an organ transplant
- conditions or events following (1) the use of alcohol, if the alcohol level in the blood of the person concerned exceeds 1.2 grams per liter of blood, even if the alcohol use is not the sole cause of the condition or event, or (2) acute or chronic use of a drug or other behavior-

altering substance not prescribed by a medical practitioner

- conditions resulting from an attempted suicide
- Airplane travel with a pregnancy of more than 28 weeks, except when a written approval was obtained from the gynaecologist, confirmed by the doctor of the airline (in view of the wellbeing of the mother and the unborn child);
- customs duties
- restaurant and drink bills
- the consequences of a nuclear accident or act of terrorism;
- costs or damages relating to a theft other than those mentioned in the agreement
- and, in general, all costs not explicitly stated in the agreement.

## 5.2 Exceptional circumstances

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We cannot be held liable for delays, omissions in or non-execution of our assistance services if they are not imputable to us or if they are the consequence of a case of force majeure.

# Chapter VI - Provisions governing all coverage

## 6.1 Duration and entry into force of the contract

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The contract is effective from the moment the policyholder subscribes the assistance program and premium is paid. It is taken out for the period mentioned on the ticket, i.e. the period between the departure date and the return date.. The contract ends on the return date and may not tacitly renewed.

## 6.2 The premiums

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The premium, plus taxes and contributions, is payable with credit card when taking out the policy.

The premium will not be reimbursed, in full or in part, after the date on which the contract takes effect.

## 6.3 Your obligations

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6.3.1 When calling to obtain services that are covered by this contract, you shall:

- call us as soon as possible, except in cases of force majeure, so that we can organize the requested assistance in an optimal way and authorize you to incur the costs covered
- comply with the specific obligations relating to the services requested which are listed in this policy
- provide exact answers to our questions relating to the occurrence of the insured events and forward to us all useful information and/or documents
- take all reasonable steps to prevent or alleviate the consequences of the damage
- give us details of every other insurance policy having the same object and concerning the



same risks as those covered by this contract

- forward to us the original supporting documents relating to covered expenses; remit the receipt of your declaration of theft to the authorities if the theft is covered under this contract
- hand over any travel tickets that you have not used when we have taken charge of your transport.

#### 6.3.2 Failure to comply with your obligations

Should you fail to comply with the obligations stipulated 6.3.1, we can:

- reduce the contractually agreed service or incident our expenditure from you, up to the amount of our loss
- refuse to provide the contractually agreed service and claim the total amount of our expenditure if your failure to meet an obligation was made with malice aforethought.

### 6.4 Multiple assistance contracts

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#### 6.4.1 Multiple contracts with us

If the same risk is covered by several policies taken out with us, the coverage in the various contracts cannot be cumulated. The conditions in the contract providing the highest level of coverage shall be applied.

#### 6.4.2 Multiple contracts with several insurance companies

If the same risk is covered by several insurance companies, you may, in the event of a loss, apply for compensation from each insurance company, within the limits of their obligations. Apart from cases of fraud, no insurance company can invoke the existence of other contracts covering the same risk in order to refuse coverage. The cost of the incident shall be divided between the various insurance companies according the Insurance Act of 4 April 2014.

## Chapter VII -Legal provisions

### 7.1 Subrogation

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

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

### 7.2 Acknowledgement of debt

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You agree to refund us within one month the costs for the services not covered by the agreement but which we have granted you by way of an advance.

### **7.3 Prescription**

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

### **7.4 Jurisdiction**

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

### **7.5 Contract law**

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

### **7.6 Complaints**

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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](http://www.ombudsman.as))

without prejudice to the policyholder's right to take legal action.

### **7.7 Protection of privacy**

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#### 7.7.1 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 optimisation of his services to the clients;
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- In any event, Europ Assistance will not communicate personal data to third parties except for the purposes described above. If it is necessary for the execution of one of the purposes of processing described above that certain personal data relating to you are transferred outside the European Union, Europ Assistance will take the necessary contractual measures with the addressees of the information to secure the processing of the information by this third party unless this is not required or permitted by law (with strict compliance with the legal provisions)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..

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](mailto: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.

#### 7.7.2 Processing of medical data concerning health and/or other sensitive information

The insurance policyholder herewith grants permission to the insurer to process his medical and/or other sensitive personal data, when needed and for the purposes mentioned in article 7.7.1.

This allows the insurer to assess the 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 7.7.1 or via e-mail on [customerdatacontrol@europ-assistance.be](mailto:customerdatacontrol@europ-assistance.be).

#### 7.7.3 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 7.7.1 to 7.7.3 of the present agreement.

## **7.8 Fraud**

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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.



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.