

**COOPERATION AGREEMENT BETWEEN BRUSSELS AIRLINES AND EUROP ASSISTANCE
BELGIUM**
GENERAL CONDITIONS CANCELLATION INSURANCE (valid from August 31st 2017)

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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/territoriale-beperkingen-partners>

This contract contains the General Terms and Conditions of the contract concluded between Europ Assistance and the policyholder. It specifies the services that EUROPEAN ASSISTANCE guarantees to the insured persons.

I. GUARANTEES

1.1. Travel Modification and Cancellation guarantee

a) Guarantee

- Europ Assistance undertakes to pay the costs relating the modification and the cancellation of each ticket (see 1.1.c)) bought through the booking engine direct sales of Brussels Airlines as a result of the occurrence of one of the risks covered.

b) Risks covered

- a) Illness, accident, death, urgent organ transplant (as donor or receiver) of:
- the policyholder
 - his/her spouse, provided that this person officially resides at the same address as the policy-holder, and of any other member of his/her family who habitually lives under the same roof, as well as relatives and other family members up to and including the second degree

The insurer covers the consequences of a **chronic or pre-existing disease** suffered by the insured if his/her attending doctor declares that he/she was fit to travel at the time of reservation of the ticket and that on the date of departure it emerges that he/she is no longer fit to travel because of a condition requiring medical treatment.

- b) The insured cannot, for medical reasons, be given the necessary vaccinations for the planned trip.
- c) Complications or problems during the pregnancy of the insured or of a relative up to the second degree, including premature birth at least one month before the planned date of birth.
- d) Dismissal by the employer, due to economic reasons, of the insured and/or of his/her spouse residing at the same address, provided that the dismissal takes place after the start of coverage and after the trip is booked.
- e) Cancellation by the employer of the previously approved holidays of the insured and/or of his/her spouse because of the need to replace a colleague (who was supposed to replace the insured during his/her trip) due to illness, accident or death of this colleague and provided that the insured can submit a certificate from the employer as well as a medical certificate or, if needed, a death certificate regarding the person due to replace him/her at work.
- f) Compulsory presence of the insured and/or of his/her spouse, residing at the same address, because of a new employment contract signed after the trip was booked, lasting for a period of at least three consecutive months, provided that this period coincides even partially with the duration of the trip.
- g) Summoning of the insured and/or of his/her spouse residing at the same address:
 - for humanitarian aid or a military mission;
 - as a witness or a member of the jury in a court of law;
 - because of legal procedures by the authorities in the case of the adoption of a child, provided that the insured was not aware of this when the trip was reserved.
- h) An examination which the insured has to re-sit in the period between the departure date and thirty days after the return date and which cannot be postponed. This was not known to the insured when he took out the insurance and when he reserved the trip.
- i) Divorce, provided that the legal proceedings were initiated in the courts after the trip was booked. An official document must be produced.

- j) Considerable material damage (over EUR 2,500) to the home, second residence or professional premises belonging to or rented by the insured and/or his/her spouse, residing at the same address, which occurred within thirty days before the departure date and was caused by a fire, explosion, water damage or burglary, provided that the expert's evaluation and/or the invoice for the repairs is submitted.
- k) Failure to board as stipulated in the travel contract because of total immobilisation on the date of departure of the private vehicle of the insured and/or of his/her spouse, residing at the same address, as a result of a traffic accident on the way to the place of boarding (airport). The guarantee covers the delay caused by mechanical breakdown of the private vehicle on the date of departure, on condition that a written declaration or cost view of an assistance service or a breakdown company can be shown. When the reason causing this immobilisation happened less than one hour before departure, this immobilisation will not be covered by this contract.
- l) Refusal by the authorities of the country of destination to issue a visa for the insured, his/her spouse residing at the same address or a relative up to the second degree, travelling together with the insured, for as far as the refusal isn't a consequence of a late request by the insured.
- m) Cancellation by a person who is mentioned together with the insured on the travel order form and who is insured under the same contract or covered by another cancellation insurance with Europ Assistance Belgium, with the "Europ Assistance" label, for one of the reasons mentioned.

c) Amounts covered

a) In case of cancellation, the insurer reimburses the following costs : - the price of the ticket as purchased originally, with a maximum of 2500 EUR/person/ticket, excluding the part of the price of the ticket reimbursed by Brussels Airlines (depending on the fare conditions of the ticket)-will not be reimbursed by the insurer:

- Any extras or services purchased after your initial booking on brusselsairlines.com (for example: upgrades, excess baggage, advanced seat reservation will not be reimbursed if they have not been purchased during your initial flight booking)
- All other costs as transaction costs, payment fees, the insurance premium, airport taxes, administration fees

The insured amount cannot exceed the fare of the ticket.

b) In case of modification, the insurer reimburses the following costs :

- the price difference between the initial and the new purchased ticket, with a maximum of the price of the initial purchased ticket including the airport taxes.
- All other costs such as administration fees, transaction costs, payment fees, premiums of the insurance will not be reimbursed

d) Policyholder's obligations

If the policyholder cannot start the trip for one of the reasons covered and wishes to modify his/her travel arrangements, he/she needs to inform Brussels Airlines as soon as possible.

Within five days after the official declaration to Brussels Airlines, and before the initial planned departure date the policy-holder must inform Europ Assistance, by using the declaration form (see [www.www.brusselsairlines.com](http://www.brusselsairlines.com)). This declaration form must be send to Europ Assistance on following fax : 02.533.77.76 or by email at claims@europ-assistance.be.

The policyholder must follow the instructions of the insurer and produce all information and/or documentation (including originals) that are deemed necessary or useful. Finally the policyholder agrees to take all necessary or useful measures to keep the administrative modification costs to a minimum.

1.2. Travel compensation guarantee

a) Scope of the guarantee and risks covered

In the event of early repatriation for medical reasons or for any other reason stipulated in the assistance guarantee, organised and reimbursed by Europ Assistance or by any other assistance company, provided that this company gave prior agreement for the repatriation, the insurer guarantees the reimbursement of the return flight from the moment Europ Assistance or another assistance company received the request for repatriation and up to and including the last day of the originally planned trip.

b) Amounts covered

- The price of the return flight mentioned in the booking confirmation handed over to the policy-holder at the time of reservation is the maximum amount of the compensation.

- In the event of interruption of the trip, the amount paid by the insurer will be the price of the return flight. The guarantee may never exceed the insured amount, with a maximum of EUR 2 500 per person and per trip, all taxes included, and a maximum of EUR 12 500 all taxes included for all the insured people per trip, regardless of the number of contracts signed with the insurer.

c) Policyholder's obligations

If the policyholder is the victim of an incident at his/her holiday resort entitling him/her to early repatriation, he/she must submit a request to Europ Assistance or to another assistance company, and this request must be approved by Europ Assistance or by another assistance company.

Within five days following his/her return to Belgium, the policyholder must inform the insurer of the declaration.

The policyholder must follow the instructions of the insurer and produce all information and/or documentation (including originals) that are deemed necessary or useful.

II. CONDITIONS OF APPLICATION OF THE CONTRACT

2.1. Definitions

a) Policyholder

The person who buys a ticket through the booking engine of Brussels Airlines is automatically covered, if he subscribes and pays for the cancellation insurance.

b) Insured

All persons who are mentioned by name on the ticket issued by Brussels Airlines, provided that they have their residence in one of the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Finland, France (except overseas territories), Estonia, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxemburg, Malta, Netherlands, Norway, Poland, Portugal (except islands),



Romania, Slovakia, Slovenia, Spain (except Canary Islands), United Kingdom, Sweden and Switzerland.

c) Insurer

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.

d) Residence

This is the geographical location where the policyholder and/or any other person mentioned in the contract is entered on the population register or on any other comparable administrative register.

e) Airline Company

Brussels Airlines.

f) Illness

Any deterioration of health that occurs suddenly and unexpectedly and that is indisputably determined by a registered doctor, rendering all further execution of the travel contract immediately impossible.

g) Physical accident

Undermining of physical integrity caused by a sudden and fortuitous event, unintended by the victim that is indisputably determined by a registered doctor, rendering all further execution of the travel contract immediately impossible.

h) Dismissal on economic grounds

This means a reason connected with the situation of the company and therefore not related to the employee as a person. It must be caused by economic difficulty, technological change or the need to restructure the company's activities.

i) Spouses

Spouses are both married people living under the same roof and unmarried people residing at the same address and living under the same roof, including legal cohabitation.

j) Immobilisation

A collision (impact against a fixed or moving object) causing overturning, swerving off the road or fire involving the insured vehicle, whether or not it was in traffic, with the direct consequence that the vehicle can no longer be driven or that driving it would constitute a danger as defined by the rules of the road.

k) Relatives up to the second degree

This includes the father, mother, brother(s), sister(s), brother(s)-in-law, sister(s)-in-law, son(s), daughter(s), son(s)-in-law, daughter(s)-in-law, father-in-law, mother-in-law and grandparents and grandchildren.

l) Repeated relapse

Symptomatic flaring up of an existing or chronic illness that occurs more than once a year.

m) Mental illness

Illness that slightly or severely disturbs the line of thought and/or the behaviour, making the concerned person incapable of coping with the normal everyday demands and routine of life.

n) Terrorism

Terrorism means an action or treat of action organized clandestinely for ideological, political, ethnic or religious purposes, executed individually or in group and attempt on persons or destroying partially or completely the economic value of the tangible or intangible goods, either to impress the public, to create a climate of insecurity or to exert pressure on the authorities, or to hinder traffic and the normal functioning of a service or a company and being the object of the media.

2.2. Geographical scope

The guarantees are valid worldwide, except in the following countries:

- 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/territoriale-beperkingen-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).

2.3. Duration

a) Duration and end of the contract

The contract is established as soon as the policyholder has booked a ticket with Brussels Airlines and subscribed to the cancellation option, and is valid till the moment of his return.

b) Start of the guarantee

The guarantee "Travel modification" and "Cancellation" starts on the date of reservation and payment of the ticket Brussels Airlines and the cancellation option, and finishes at the date of departure.

The guaranteed journey starts at the initial departure date and at the moment the insured leaves his residence, with the purpose to take a flight.

2.4. Several insurance policies with the insurer

If the policyholder concludes several policies covering the same risks, the conditions of the policy with the highest guarantees apply. In the case of a cancellation, the guarantee can never be higher than the insured amount, regardless of the number of contracts the policyholder has concluded for that risk.

2.5. Policies previously taken out

When the same interest has been insured by different insurers for the same risk, the insured can, in the event of losses, claim an indemnity payment from each insurer within the limits of each one's obligations and for the amount that he/she is entitled to. In that case, the insurer cannot invoke the existence of other contracts covering the same risks to refuse his guarantee, except in the case of fraud.

The claim settlement will be made pursuant to Article 99 of the Insurance Act of 4 April 2014.

2.6. Insurer's right of scrutiny

The insured recognises the right of the insurer to verify all declarations by the insured and/or all documents submitted by the insured.

III. LEGAL FRAMEWORK

3.1. Subrogation

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.

3.2. Acknowledgment of debt on advances

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.

3.3. Jurisdiction

All disputes arising from the insurance contract are subject to Belgian law and shall be exclusively settled by the Belgian courts.

3.4. Contract law

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

3.5. Prescription

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

3.6. 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 Meeûssquare 35, 1000 Brussels (www.ombudsman.as),

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

3.7. Protection of privacy

3.7.1. 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;
- Under no circumstances will personal data be communicated to third parties, unless this is necessary for our services, in which case the person concerned will be previously informed and will give their 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.

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.

3.7.2. 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 3.7.1.

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 3.7.1 or via e-mail on customerdatacontrol@europ-assistance.be.

3.7.3. 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 3.7.1 to 3.7.3 of the present agreement.

3.8. Fraud

Any form of fraud committed by the insured party in submitting his claim 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.

IV. EXCLUSIONS

The following are always excluded: damage, illnesses, accidents or death caused by:

- events that occur as a result of negligence or that are caused deliberately by the insured;
- pre-existing illnesses in a terminal or advanced state;
- a state of alcohol intoxication (higher than 0.5 grammes/litre) or of being under the influence of drugs, narcotics, sedatives or medication that has not been prescribed by a registered physician;
- an accident caused by a driver under the influence of alcohol, drugs or narcotics, and where the person requesting the intervention of the insurer is a passenger or companion;
- voluntary termination of pregnancy;
- an earthquake, a volcanic eruption, a tidal wave, a flood or any other natural disaster;
- a terrorist attack, a war, an uprising, an insurrection, a strike or any other event that entails a hazardous situation;
- an incident or accident during a motorcycle race (competition, rally, long distance drive) when the insured participates as a participant or as an assistant to a participant;
- thermal, mechanical, radioactive and other effects resulting from the alteration in atomic parts or radiation of radioisotopes;
- the financial insolvency of the insured;
- delays caused by recurring and predictable traffic problems;
- each reason that gives cause for cancellation, modification or reimbursement of the trip which was known at the time when the insurance contract was signed;
- events that occur outside the dates of validity of the contract;
- anything that is not explicitly and formally stipulated in this contract.

The exclusions are applicable both for the insured and for the persons whose medical condition is the basis of the requested intervention.



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