



Travel & Leisure

# Special terms and conditions



**Travel insurance**  
**Travel Group Luxembourg SàRL**

# INDEX

<b>A. “Insurance” cover</b> .....	4
<b>Definitions</b> .....	4
<b>1. Travel cancellation fee insurance</b> .....	6
<b>2. Luggage insurance and miscellaneous cover</b> .....	9
<b>3. “Travel” accident insurance</b> .....	11
<b>4. Costs related to forced extension of stay insurance</b> .....	13
<b>5. Costs of denied boarding insurance</b> .....	18
<b>6. Costs related to missed departure insurance</b> .....	19
<b>7. Legal protection insurance</b> .....	16
<b>8. Exclusions common to all cover</b> .....	18
<b>B. “Assistance” cover</b> .....	19
<b>Definitions</b> .....	19
<b>9. Purpose and scope of assistance</b> .....	20
<b>10. Conditions for granting assistance</b> .....	20
<b>11. Assistance to persons</b> .....	20
<b>12. Foreign travel assistance</b> .....	24
<b>13. Legal assistance</b> .....	26
<b>14. Home assistance</b> .....	26

<b>15. Remote medical assistance .....</b>	<b>26</b>
<b>16. Exclusions .....</b>	<b>27</b>
<b>17. Legal framework.....</b>	<b>28</b>
<b>Obligations of the Insured in the event of a claim.....</b>	<b>30</b>
<b>Processing of personal data.....</b>	<b>31</b>

Insofar as these Special Terms and Conditions do not expressly derogate from this, the General Terms and Conditions carrying the reference GC Tup solution entreprises w03.13 shall apply.

## A. “Insurance” cover

### Definitions

#### Accident resulting in personal injury

A sudden event beyond the control of the Insured resulting in bodily injury established by a competent medical authority where at least one of the causes is external to the victim's body.

#### Insured/Beneficiary

Any person who has purchased a trip organised by the policyholder in all cases where this insurance is an integral part of the services offered by the policyholder.

Any person who has purchased a trip organised by the policyholder, who has enrolled through the payment of a premium under this insurance policy, taken out by the policyholder on behalf of their enrolled clients, when this insurance is not an integral part of the travel services.

#### Travel companion

The person who has booked and insured a trip jointly with the Insured.

#### Domicile

The beneficiary's country of residence must be in the European Union.

#### Territorial scope

Insurance and Assistance cover are valid worldwide. [Medical incident](#)

Sickness or personal injury occurring to an Insured.

#### Sickness

Deterioration in health certified by a medical authority known to be competent, preventing the patient from leaving the room (movement not authorised) and involving the cessation of all activity.

#### Family members

Husband, wife, legal or common-law partner, parents, parents-in-law, children or stepchildren, brothers or stepbrothers, sisters or stepsisters, grandparents, grandchildren, uncles, aunts, cousins, nephews and nieces.

If more than 6 people book a trip together, only family members and their caregivers are covered.

#### Pandemic

This is an epidemic that is spread over a large international geographic area. It affects a particularly large part of the world's population.

### Policyholder

The natural or legal person who takes out the assistance policy.

### Purchase/Trip

A trip organised and booked with the policyholder, the dates and destination of which are indicated on the travel document.

### Territoriality

Insurance is granted worldwide.

### Effect and duration of the insurance

The insurance begins when the Insured leaves his home on the date of departure on the trip scheduled by his ticket and/or other supporting document and ends when the Insured has returned home, at the latest at midnight of the last day of validity as established by his ticket and/or other supporting document, subject to what is stated in the Special Terms and Conditions under "cancellation costs".

# 1. Travel cancellation fee insurance

## 1.1. Purpose and amount of the cover

The Company undertakes to reimburse the Insured for:

- cancellation fees contractually due when the trip is cancelled before departure or when the rental is cancelled before the premises come into use;
- services not received (with the exception of transport costs) in the event of early termination of the trip;
- services not received (except transport costs) in the event of delayed departure;
- And disruption.

The above reimbursements are limited to the price of the trip or rental mentioned on the documents confirming the trip.

The deductible of € 50 per person set out in the special terms and conditions continues to be borne by the Insured. Any excess administrative fees are borne by the Company.

## 1.2. Effective date and duration of the cover

This cover comes into force from the date of its subscription and automatically ceases on the last day of the travel period mentioned.

This cover must be taken out no later than on the definitive booking date of the trip or when the rental contract is signed.

The Company only covers the Insured against sickness and accidents occurring after the date of registration for the trip.

## 1.3. Cases when the cover is due

- 1.3.1.** In the event of death or accident requiring more than 48 hours of hospitalisation for the Insured, a family member, or a travel companion, of a person domiciled at the same address as the beneficiary and for whom he has legal custody or responsibility.
- 1.3.2.** In the event of illness of the Insured, his spouse, the travel companion, a person domiciled at the same address as the beneficiary and for whom he is legally responsible, certified by a doctor as being incompatible with the completion of the trip by the Insured.
- 1.3.3.** In the event of illness of parents or (great-)grandparents, medically certified and requiring the presence of the Insured at their bedside.
- 1.3.4.** In the event of death or accident requiring more than 48h of hospitalisation, of the professional replacement or a person entrusted with the care of the minor or handicapped child of the beneficiary, provided that these persons were named at the time the trip was purchased.
- 1.3.5.** In the event of complications of the pregnancy of the Insured, her spouse (legal or common-law), the Insured's parent or relative up to the first degree, the Insured's travel companion.

- 1.3.6.** Pregnancy of the Insured or travel companion provided that the trip was scheduled to take place during the last 3 months of pregnancy and that the pregnancy was not known at the time of booking the trip.
- 1.3.7.** In the event of serious damage (imperatively requiring the presence of the Insured on the day of departure) that had not yet occurred at the time of booking the trip, due to fire, water damage or a storm affecting his property.
- 1.3.8.** In the event that the Insured is summoned for humanitarian aid or for a military mission, provided that he was not aware of it at the time of booking the trip.
- 1.3.9.** In the event that the Insured is summoned:
- to be a witness or juror in court;
  - for the adoption of a child;
  - for an organ transplant;
  - for an admission test in a school or university institution if the date of the test was unknown at the time of booking the trip (excluded are postponements whose dates were published and known at the time of booking the trip).
- 1.3.10.** In the event of theft of identity documents or visa, refusal of a visa by the authorities of the country of destination, provided that the policyholder is informed of the refusal within 48 hours of its notification.
- 1.3.11.** In the event of the Insured's mandatory presence as a result of a new employment contract.
- 1.3.12.** In the event of termination of the employment contract (except termination for serious misconduct) notified by the employer to the Insured or to members of his family living under his roof, insured by this policy and mentioned on the same travel document/confirmation, provided that this situation was not known at the time the policy was subscribed.

## **1.4. Obligations in the event of a loss**

In all cases, the Insured must inform the insurer of any other insurance policies which cover the same risk as this policy, and, with regard to the cancellation cover:

- immediately inform the organiser as soon as the event that may prevent departure comes to his knowledge;
- notify the Company in writing within 5 days of the communication of the cancellation. The Insured must carefully complete the "Cancellation Declaration" form with medical report and return it without delay to the Company, along with all supporting documents;
- pass on all relevant information without delay, and in any case within 30 days, to the Company;
- answer all questions asked to determine the circumstances and extent of the claim;
- take all reasonable measures to prevent and mitigate the consequences of the claim;
- if the Company deems it necessary, the Insured who initiated the cancellation must also accept to be examined by a doctor delegated by the Company.

## **1.5. Claims**

The cancellation declaration must be made in writing, even if the booking has been made orally, and must be accompanied by supporting documents.

The date of receipt of the declaration is decisive and counts towards the cancellation period, whereas the day of departure is not counted.

## 1.6. Compensation

Compensation for cancellation fees will be based on the insurance package subscribed and will always be subject to the deduction of fixed administrative costs in the amount of € 50 per person.

## 1.7. Exclusions

The exclusions under Article 2.5 of the General Terms and Conditions apply. The following are also excluded from the cover:

- 1.7.1. Abuse of alcohol (intoxication, alcoholism), medicines, drugs or narcotics,
- 1.7.2. Psychotic, mental or nervous illnesses that do not result in hospitalisation for more than 7 days or which are not certified by a doctor specialising in psychiatry.
- 1.7.3. Intentional acts.
- 1.7.4. Accidents resulting from participation in bets, crimes, brawls (except in self-defence),
- 1.7.5. Pollution of the natural environment and natural disasters,
- 1.7.6. strikes, wars and civil wars, riots, civil unrest, acts of terrorism, bacteriological or chemical attacks, any effect of radioactive radiation and conscious non-compliance with official prohibitions,
- 1.7.7. Any cancellation due to a government notice preventing traffic or transport.
- 1.7.8. Any request for reimbursement for which the Insured cannot travel or chooses not to travel because the Ministry of Foreign Affairs (or any equivalent government agency in another country) advises against travel due to a pandemic.



## 2. Luggage insurance and miscellaneous cover

### 2.1. Purpose of the cover

**2.1.1.** The purpose of this insurance is to cover the Insured up to the amount insured against the destruction, theft or loss of all or part of his luggage and against any damage caused to it outside the Insured's usual place of residence due to any unforeseen circumstances occurring during the scheduled trip and during the related stays. Luggage, including carried items and camping equipment brought along by the Insured for his personal use, is insured up to the amount provided for per person in the Special Terms and Conditions.

**2.1.2.** For luggage in custody:

- in the event of loss, total or partial damage to luggage in the custody of a carrier, accommodation or left-luggage office;
- in the event of untimely delivery, i.e. to the holiday destination on the same day as the Insured or with a delay of at least 12 hours, for the purchase of basic necessities up to 25 per cent of the basic insured capital, without supplements (please attach the original purchase invoices to the baggage claim declaration).
- cameras, video cameras and laptops as well as accessories are only insured in checked baggage if they are in closed and locked luggage.

**2.1.3.** For luggage under the Insured's supervision in the event of loss, total or partial damage due to punishable acts (e.g. theft), accidents where the Insured suffers a serious injury or transport accident (e.g. road accident), fire and elementary events (e.g. floods).

### 2.2. Limit of cover

The sum insured is specified in the travel insurance package subscribed by the policyholder.

### 2.3. Compensation terms and conditions

**2.3.1.** The compensation is made without the application of a proportional rule.

**2.3.2.** The Company reserves the right to have all or part of the damaged or missing items repaired or replaced. No replacement or repair may be carried out at the Company's expense without its prior consent.

**2.3.3.** If the lost or stolen items are recovered after the Company has paid out compensation, the Insured may either abandon the item to the Company and keep the compensation, or recover the item and reimburse the compensation. The Company is only liable for the payment of taxes to the extent that they are actually borne by the Insured.

**2.3.4.** Sports equipment such as skis, windsurfing boards and camping equipment are included in the insurance.

In cases where the items covered by the policy consist of pairs or sets of items such as cufflinks, earrings, skis, etc. insured for their total value, the value of each item will be calculated by dividing the total value by the number of items making up the pair or set.

In the event of loss, destruction, theft or damage, the Company will settle the claim based on this value and without taking into account the depreciation that the pair or the set may suffer because it is no longer complete.

## 2.4. Exclusions

The exclusions under Article 2.5 of the General Terms and Conditions apply.

The following are also excluded from the insurance:

- 2.4.1.** damage caused by depreciation, slow or natural deterioration, damage due to atmospheric influences, the very nature of the items, wear and tear, humidity, and those resulting from the inherent defect of the guaranteed item or from any cleaning, repair or restoration process,
- 2.4.2.** Damage caused to watches, clocks or other devices as a result of forced winding by the Insured,
- 2.4.3.** Any mechanical damage not resulting from a serious accident, scratches and dents,
- 2.4.4.** Cash, banknotes, passes, travel tickets, collections of postage stamps and securities of any kind, handwritten documents or goods,
- 2.4.5.** Jewellery is not covered when it is in checked luggage,
- 2.4.6.** The breakage of fragile objects such as clocks, porcelain, mirrors, musical instruments, unless it is the result of a fire, theft or accident during transport,
- 2.4.7.** The breakage or loss of glasses, contact lenses, medical devices and prostheses in general,
- 2.4.8.** Items forgotten, lost or misplaced in unforeseen circumstances,
- 2.4.9.** Natural pearls and precious stones that have fallen from their frames in unforeseen circumstances,
- 2.4.10.** Items left unattended in a public place; however, items deposited in lockers in railway stations, airports, seaports or inland waterways are insured even if these lockers are not monitored,
- 2.4.11.** The consequences of a theft occurring during a stay in an unguarded or unfenced campsite, or committed at night in a vehicle (unless it is stolen at the same time) or in an unlocked vehicle,
- 2.4.12.** In addition to the exclusions provided for in the special and general conditions, the coverage of this policy does not apply to computer viruses, hackers, loss of computer data, damage to computer media, software or programs, or any deterioration of computer data.

## 3. “Travel” accident insurance

### 3.1. Additional definitions

"Accident": any bodily injury resulting from the violent and sudden action of an external cause beyond the control of the Insured (this includes: assault committed against the Insured, drowning, accidental absorption of toxic products, participation in operations to rescue people or property).

"Beneficiary": the Insured for the "Incapacity" cover; the spouse or cohabiting partner, failing which the legal heirs of the Insured for the "Death" benefit.

### 3.2. Purpose of the cover

The Company guarantees the payment of the insured indemnities if, as a result of an accident occurring during the trip and the related stays, the Insured is the victim of bodily injuries resulting in injury or death.

The insurance covers the amateur practice (unpaid in any form whatsoever) of all sports, including winter sports.

### 3.3. Limit of cover

#### 3.3.1. Death

The insured capital is set at € 10.000.

If the Insured dies as a result of a covered accident and provided that the death occurred within 12 months of its occurrence, the Company pays the insured capital to the beneficiary. Unless otherwise agreed, the capital is payable to the surviving spouse; failing this, in equal shares to the children born or to be born; failing this, to the legal heirs.

The mere disappearance of the Insured will not be sufficient to constitute proof of death.

The compensation is limited to € 1 250 if the victim was under 5 years of age or over 80 years of age at the time the policy was subscribed.

#### 3.3.2. Permanent disability

The insured capital is set at € 20 000.

##### 3.3.2.1. Determination of disability

###### ▪ TOTAL PERMANENT DISABILITY

If the accident causes the Insured to become totally permanently disabled within two years of its occurrence, the Company shall pay the Insured the full amount of the capital provided for.

###### ▪ PARTIAL PERMANENT DISABILITY

The Company pays the Insured the capital provided for in proportion to the degree of disability determined on the basis of the official Luxembourg scale of disabilities applied by Social Security (Accident Insurance).

The degree of permanent disability shall be determined on the basis of the victim's recognised permanent condition, but no later than three years after the accident.

### 3.4. Compensation

- If several partial permanent disabilities result from the same accident, the compensation is established by taking into account the sum of these disabilities, but may not exceed the sum insured for the total permanent disability.
- The loss of limbs or organs that were dysfunctional before the accident (pre-existing disability) cannot give rise to compensation.
- The assessment of injuries to healthy limbs or organs injured by the accident may not be influenced with regard to the Company by the state of infirmity of other limbs or organs not affected by the accident. If an illness or sickness aggravates the consequences of an accident, the Company may only be liable for compensation for the consequences that the accident would probably have had in the absence of such illness or sickness.

Compensation due for death and permanent disability cannot be accumulated.

#### 3.4.1. Treatment costs

The compensation is limited to € 1.000.

The Company guarantees the payment of medical, pharmaceutical, hospitalisation and first prosthesis expenses made necessary by the accident and actually paid by the Insured.

#### 3.4.2. Medical examination

The Company assesses the accuracy of the rate and duration of the disability on the basis of the documents and reports sent to its medical secretariat. If the Insured contests the decision notified to him by the Company, he must formally declare it to the Company within 15 days and at the same time notify it of the name of the medical evaluator he has chosen.

If the selected evaluators fail to agree on the accuracy, rate and duration of the disability, each party has the right to notify the other and request that a third evaluator be brought who will decide irrevocably.

### 3.5. Exclusions

The exclusions under Article 2.5 of the General Terms and Conditions apply as well as losses:

- caused by suicide or attempted suicide, voluntary or involuntary;
- that occurred during an aerial ascent. Cover is granted, however, to accidents if they occurred to the Insured's person as a passenger in any aircraft or helicopter duly authorised to carry passengers, provided that the Insured is not part of the crew and does not engage in any professional or other activity during the flight in connection with the aircraft or flight,
- if they occurred during bets, challenges, during participation in a duel, in motor sport races, competitions and speed events. Training or testing is also excluded,
- if they occurred during the practice of sports or activities such as: mountain climbs on unscrambled routes, rock climbing, glacier crossing, baseball, hunting with hounds or ferocious beasts, field and ice hockey, rugby, steeplechase, parachuting, speleology, any combat sport such as judo, wrestling, boxing;
- if they occurred when using 2-wheeled motor vehicles with or without sidecars with a capacity exceeding 50 cm<sup>3</sup>;

- relating to accidents or disorders of pregnancy and its complications, caused by tropical diseases, venereal diseases, varicose vein ruptures and phlebitis;
- due to or giving rise to mental, neuropathic and psychosomatic disorders;
- due to an illness, accident and/or abnormality (congenital or not) existing before or at the time the policy was taken out and of which the policyholder or the Insured was aware at that time;
- due to X-ray treatments when they are not prescribed by a doctor and follow an alteration of health previously and medically established and covered by this policy, directly or indirectly caused by (or giving rise to) mental or nervous illnesses, neuroses, psychoses, rest cures and occupational diseases;
- due to the apparent abuse of alcoholic beverages and narcotics;
- strikes, wars and civil wars, riots, civil unrest, acts of terrorism, bacteriological or chemical attacks, any effect of radioactive radiation and conscious non-compliance with official prohibitions;
- In addition to the exclusions provided for in the special and general terms and conditions, the cover of this policy does not extend to loss, damage, costs or expenses related in any way to pandemics, AIDS, SARS, haemorrhagic fevers and bird flu.

## **4. Costs related to forced extension of stay insurance**

### **4.1. Purpose of the policy**

The purpose of the insurance for costs related to the forced extension of stay is the insurance cover described below for the holder of the insurance package.

### **4.2. Insured losses**

Insurance cover is provided for the following losses:

- 4.2.1** After an official body temperature check at the destination airport, the Insured is prevented from entering the country of travel due to abnormal values.
- 4.2.2** The Insured was infected with the coronavirus (COVID-19, including its variants) after the start of the trip.
- 4.2.3** The Insured has to enter officially ordered quarantine in the country of travel due to actual or suspected infection with the coronavirus (COVID-19, including its variants) and, for this reason, cannot return to the country of his official residence on the planned date.
- 4.2.4** The Insured or the co-insured has a Covid-19 infection and is therefore no longer fit to travel or cannot reasonably be expected to complete the trip as planned after a general life experience. The insurance benefits described in point 2.3.7 apply exclusively to this claim.
- 4.2.5** The Insured's passport and/or visa is stolen on the way to the airport.

### **4.3. Conditions of application of the insurance**

- 4.3.1** All insurance benefits must be agreed with us in advance by telephone. Costs that are not notified to us in advance will not be covered.
- 4.3.2** If necessary, the insurer will reimburse the costs of additional means of transport in the country of travel as a result of an insured loss. The costs of public transport, car hire and taxis are reimbursed up to a maximum of € 250.

**4.3.3** Inter Partner Assistance reimburses the costs of accommodation for an extended stay due to quarantine, as well as additional accommodation costs, including meals, due to quarantine, up to € 250/night and a maximum of 14 nights and € 1 000. The insurer will only pay for additional accommodation costs that are not covered by third parties (e.g. tour operators or authorities that have ordered a lockdown). The price of the accommodation booked for this additional accommodation must not differ significantly from the previously booked accommodation.

**4.3.4** Inter Partner Assistance reimburses the cancellation costs or actual costs of unused accommodation, such as hotel rooms, as well as missed excursions and events if these cannot be used due to quarantine. In order to benefit from this service, reimbursement by accommodation and excursion/ event providers must be excluded. In case of incomplete reimbursement, we will reimburse the difference between the actual booking costs and the reimbursement made. Our service is limited to € 175/night and a maximum of 14 nights for accommodation and € 200 for excursions and events. The costs of excursions and events will only be reimbursed if these have taken place.

**4.3.5** In the event of a claim in accordance with point 4.2. 4, we will reimburse the return travel costs as well as all other additional costs that can be proven to have been caused by the interruption of the trip, provided that the arrival and departure are made using flights of the Luxair group; this also applies in the event of a later return.

When reimbursing these costs, the type and class of transport, accommodation and meals will be based on the quality booked. If, contrary to the booked trip, the return journey by air is necessary, only the cost of an "Economy" seat will be reimbursed.

Medical costs, escort costs and costs for the repatriation of a deceased insured person are not covered.

**4.3.6** Our total benefit for all services listed under points 4.3.2 to 4.3.7 is limited to € 1 000 per trip.

## **Exclusions**

In regions where the Federal Ministry of Foreign Affairs (or the respective official body of the country in which the Insured resides) has officially issued a travel warning at the time of the start of the trip, there is in principle no insurance cover. However, costs directly related to a COVID-19 illness are covered by this policy within the normal scope of insurance. However, insurance cover will be provided and the service will be offered if an event leading to a travel warning occurs unexpectedly after the start of the trip. The insurance cover expires at the end of the seventh day after the travel warning has been issued. Countries where travel is not recommended remain excluded from the insurance cover.

Inter Partner Assistance shall be released from the obligation to provide benefits if the insured event was foreseeable for the Insured at the start of the trip or if it was deliberately caused by the Insured. If the Insured causes the insured event through gross negligence, the insurer shall be entitled to reduce its benefits in accordance with the degree of fault of the Insured.

Travel against the advice of a practising physician is excluded from the insurance cover.

Inter Partner Assistance shall only pay costs that are not covered by third parties (e.g. tour operators or authorities).

Inter Partner Assistance shall not be liable for quarantine costs incurred if the holiday country prescribes post-entry quarantine for all persons entering the country and if the Insured should have been aware of this fact before starting the trip.

The benefits referred to in point 2.3 are subject to the local conditions at the holiday destination. The insurer shall, of course, endeavour to find a solution for the Insured in every situation. However, if a benefit cannot be provided due to local circumstances, our obligation to provide benefits shall not apply.

There is no insurance cover for concerted state repatriation operations. A concerted state repatriation operation within the meaning of these General Terms and Conditions means a repatriation on the initiative of the state of all travellers of the same nationality from one or more zones to the country of residence.

### **Rights in the event of a claim**

The Insured is entitled to exercise his rights in the event of a claim.

If the reason for and amount of the insurer's obligation to pay compensation have been established, the amount of compensation shall be paid within two weeks of receipt of the insurer's payment notice by bank transfer to a bank account to be indicated by the Insured.

### **Obligations in the event of a claim**

The Insured is required to:

- inform Inter Partner Assistance without delay of the occurrence of an insured event and to take appropriate measures to minimise the loss,
- provide Inter Partner Assistance with all relevant information requested and to provide all necessary documents, in particular medical certificates and documents relating to the infectious disease suffered during the stay,
- release the doctors from their duty of confidentiality in respect of the insured event, insofar as this request can be legally enforced.

If a contractual obligation to Inter Partner Assistance is intentionally violated, Inter Partner Assistance shall be released from the obligation to pay benefits. In the event an obligation is violated through gross negligence, Inter Partner Assistance shall be entitled to reduce its benefits in accordance with the degree of fault of the Insured. If it can be proved that the obligation was not violated through gross negligence, the insurance cover remains in force. The insurance cover shall also remain in force if the ticket holder proves that the violation of the obligation was not the cause of the occurrence or ascertainment of the insured event or of the ascertainment or extent of the benefit.

### **Subsidiarity**

If the Insured is entitled to benefits under other insurance policies (e.g. travel cancellation and curtailment insurance under the travel or rental agreement), Inter Partner Assistance shall only be obliged to pay benefits in the amount that exceeds the obligation of the indemnified person to pay the necessary costs.

## 5. Costs of denied boarding insurance

### 5.1. Purpose and amount of the cover

Inter Partner Assistance guarantees the reimbursement of the costs of additional transport and accommodation for the Insured on arrival in the following cases:

- ✓ Failure of the health verification at check-in (temperature check, positive COVID rapid test, etc.);
- ✓ Passport and/or visa theft on the way to the airport

The above-mentioned reimbursements are limited to a total of € 1 000 and applicable only if the Insured is able to provide a negative test result 72 hours before the scheduled flight.

## 6. Costs related to a missed departure insurance

### 6.1. Purpose and amount of the cover

Inter Partner Assistance guarantees reimbursement to Insured for additional accommodation and transport costs due to :

- ✓ Failure of other public transport
- ✓ Accident/breakdown of the customer vehicle
- ✓ Unexpected traffic jams
- ✓ Strike
- ✓ Unfavourable weather conditions

The above-mentioned reimbursements are limited to a total of € 1 000.

## 7. Legal protection insurance

The Company reimburses the Insured for expenses and fees up to a maximum of € 1 250

**7.1.** For his defence before a criminal court where he is summoned following an event covered by this policy. Penalties, fines and criminal proceedings expenses are not reimbursed (Legal Expenses Insurance).

**7.2.** To claim damages from liable third parties in the event of bodily injury or property damage suffered by the Insured as a result of an event covered by this policy (Recourse Insurance).

**7.3.** This cover is not granted:

- for claims for compensation against the policyholder;
- for claims for damages of less than € 75;
- when the Insured's claim is not founded either in law or in fact;
- in the event of criminal proceedings by the Insured following:
  - events caused by drunkenness or alcoholic delirium as well as after drug use and/or transport;
  - duelling, wrestling or fighting (except in self-defence).

**7.4.** The Insured is free to choose his lawyer to represent or serve his interests.

The Insured may only appoint a lawyer with the written consent of the Company.



The Company shall not pay any expenses or fees incurred by the Insured prior to the declaration of the event covered by this policy or subsequently without warning the Company, unless justified by an emergency.

**7.5.** In the event of a conflict of interest between the Company and the Insured or a disagreement as to the settlement of the dispute, the dispute shall be submitted to two arbitrators, one appointed by the Company and the other by the Insured.

In the absence of agreement between them, they shall be decided by a third arbitrator appointed by them.

If one of the parties fails to appoint its own arbitrator, or if the two arbitrators fail to agree on the choice of a third, the appointment shall be made by order of the President of the District Court of the Insured's domicile, ruling in summary proceedings.

Their decision is final and without appeal.

Each party shall bear the fees of its arbitrator and half of those of the third arbitrator.

If, prior to any arbitration or contrary to the opinion of the arbitrators, the Insured takes legal action and obtains a solution more favourable than the opinion of the Company or the arbitrators, the Company shall compensate the Insured for the costs and fees incurred in taking such action.

## 8. Exclusions common to all cover

The insurance does not cover claims arising:

- from a mistake or by the gross negligence of the policyholder and/or the Insured;
- in the event of declared or undeclared war, civil disturbance, acts of terrorism, bacteriological or chemical aggression, earthquakes or other disasters, unless the policyholder proves that there is no direct or indirect relationship between the claim and any of these events;
- directly or indirectly as a result of explosions, heat releases from irradiation, contamination from transmutations of atoms or radioactivity, as well as radiation effects caused by the artificial acceleration of nuclear particles.
- If the circumstances were known before the insurance policy was taken out or if, on the day the trip was booked, the policyholder could reasonably expect the trip to be cancelled.

The following are also excluded from the cover:

- All unused or additional costs incurred by the policyholder which are recoverable from:
  - accommodation providers, their booking agents, travel agent or any other compensation system;
  - transport providers, their booking agents, travel agencies, compensation systems or air travel operator licences (ATOL);
  - banking organisations (credit card or debit card provider) or Paypal.
- Any claim arising from a reason that is not listed in the section "cases of application of The cover".

This insurance policy is invalid:

- where the insurer is prohibited from providing an insurance policy or service due to a sanction, restriction or prohibition provided for by laws and regulations,
- or
- where the insured goods and/or activities are subject to any sanction, restriction, total or partial embargo, or prohibition provided for by laws and regulations. "

It is understood that this SANCTION CLAUSE is only intended to apply in the event that the insurance policy falls within the scope of decisions of the United Nations Organization providing for embargoes or sanctions and - in the absence of direct effect of such decisions - of national laws transposing these decisions. The same applies to texts of the European Union and its member states subjecting a country to an embargo or sanctions.

## B. “Assistance” cover

### Definitions

#### Accident resulting in personal injury

**Accident** A sudden event beyond the control of the Insured resulting in bodily injury established by a competent medical authority where at least one of the causes is external to the victim's body.

#### Insured

The person named on the travel/confirmation document.

#### Competent medical authority

A medical practitioner recognised by the legislation in force in the country concerned.

#### Medical evacuation

Transport to a hospital in the country of legal residence of the Insured or abroad of a sick or injured Insured accompanied by medical personnel (physician and/or nurse).

Medical evacuation is only used in cases of medical emergency where there is no possibility of appropriate treatment on site.

#### Hotel costs

Hotel costs include room and breakfast.

#### Inter Partner Assistance

Insurance company approved under code n° 0487 to practise tourist insurance (Royal Decree of 01/07/1979 and 13/07/1979 - Belgian Gazette of 14/07/1979) with its registered office at Avenue Louise 166 BP1, B-1050 Brussels.

#### Medical incident

Sickness or personal injury occurring to an Insured.

#### Sickness

Any involuntary health problem that can be detected medically.

#### Policyholder

The natural or legal person who takes out the assistance policy.

#### Repatriation

Return of the Insured and/or the Insureds to their legal residence.

#### Area of residence

The country of legal residence of the Insured as stated on the travel document/confirmation.

## 9. Purpose and scope of assistance

### 9.1. Purpose

Inter Partner Assistance guarantees, up to the amounts indicated, including taxes, an assistance service when the Insureds are victims of the random events defined in this contract.

### 9.2. Territorial scope

The assistance service is granted worldwide, as soon as the Insured leaves the legal (or elected) domicile mentioned in the Special Terms and Conditions.

## 10. Conditions for granting assistance

**11.1.** Inter Partner Assistance grants its cover during the period of validity of the policy following defined events  
and in the course of private or professional life within the limits of the territorial scope and the amounts guaranteed.

**11.2.** These events must be the subject of a request for cover to Inter Partner Assistance at the time of the event, unless otherwise expressly provided for in certain insurance covers.

**11.3.** It is up to Inter Partner Assistance to select the most appropriate means of transport.  
If the distance to be covered is less than 1,000 km, the priority means of transport will be rail (1st class); if the distance to be covered is more than 1,000 km, the priority means of transport will be a commercial airplane (economy class).

**11.4.** No retroactive right to a reimbursement or compensation is associated with any benefits not requested at the time of the incident and those refused by the Insured or arranged without the consent of Inter Partner Assistance. The event must be reported to Inter Partner Assistance as soon as it occurs and a certificate from the local authorities or rescue organisations must be sent to it.

The exception to this rule applies to:

- search and rescue costs abroad (Article 8.2.) ;
- transport of the Insured following an accident on a ski slope;

**11.5.** Unless otherwise agreed, the cover under this agreement is limited to trips of 90 consecutive calendar days. Events that occur after this period are not covered.

**11.6.** The cover is not granted when, notwithstanding the official declaration of the Ministry of Foreign Affairs which advises its nationals not to travel to a country in a state of unrest, riots, war or civil war, the Insured nevertheless decides to undertake his trip.

## 11. Assistance to persons

### 11.1. Medical assistance

In the event of a medical incident occurring to an Insured, the Inter Partner Assistance medical team will, from the first call, contact the attending physician on site in order to provide cover in the conditions best adapted to the Insured's condition.

In every case, the organisation of first aid is the responsibility of the local authorities.

## 11.2. Search and rescue costs abroad

Inter Partner Assistance reimburses the search and rescue costs incurred in order to safeguard the life or physical integrity of an Insured up to the equivalent of € 2 000 per claim, provided that the rescue is triggered by a decision taken by the competent local authorities or official rescue organisations. The event must be reported to Inter Partner

Assistance as soon as it occurs and a certificate from the local authorities or rescue organisations must be sent to it.

## 11.3. Reimbursement of the "Ski lift" pass

If the condition of the injured Insured results in hospitalisation of more than 24 hours and/or repatriation organised by Inter Partner Assistance, the "Ski lift" pass will be reimbursed, on presentation of the original, in proportion to the time during which it could not be used, up to a maximum of € 124.

## 11.4. Skiing accident abroad

In the event of a physical accident and/or incident on a ski slope, Inter Partner Assistance shall reimburse the Insured, upon presentation of original proof, for the cost of being brought down by medical sled following this accident and/or incident. The accident and/or incident must be reported to

Inter Partner Assistance no later than 72 hours after its occurrence.

This cover is not granted when the claim is incurred as a result of skiing off the marked pistes without a guide approved by the country's authorities.

## 11.5. Reimbursement of medical expenses following a medical incident abroad

Inter Partner Assistance advances on behalf of AXA and covers per claim, per Insured Person, and after exhaustion of the benefits guaranteed by any third party payer, the costs following treatment received abroad, following a medical incident, up to a maximum of € 150 000 per Insured.

This cover includes:

- medical and surgical fees;
- the cost of an additional PCR test if the first test is positive;
- medication prescribed by a local doctor or surgeon;
- hospitalization costs if the Insured is deemed untransportable by Inter Partner Assistance doctors;
- the cost of transport ordered by a doctor for a local journey;
- the costs of urgent dental treatment up to a maximum of € 250 per claim.

### 11.5.1. Medical expenses not included in the cover

The following are not reimbursed:

- aesthetic interventions and treatments;
  - medical expenses incurred in the area of residence, whether or not resulting from an accident or illness abroad;
  - the costs of spa treatments, massages, physiotherapy and vaccination;
  - treatments not recognised by Luxembourg social security;
  - the costs of glasses, contact lenses, medical devices and the costs of prostheses in general;
  - costs resulting from the use of narcotics (unless prescribed by a doctor) and/or alcohol abuse;
  - any request for assistance not submitted at the time of the events,
- with the exception of medical expenses and prescriptions required abroad that do not result in hospitalisation.

### **11.5.2. Conditions governing the covering of medical costs**

**12.5.2.1.** The payment and/or reimbursement is in addition to the reimbursements and/or payments obtained by the Insured or his beneficiaries from the social security authorities and/or any other provident institution with which he is enrolled.

**12.5.2.2.** The payment and/or reimbursement of treatment fees are carried out under the public system. Private treatment costs are only covered and/or reimbursed if this is justified by technical and medical requirements and if the Inter Partner Assistance medical service has previously given its agreement.

### **11.5.3. Terms and conditions of payment of medical costs**

The additional payment of these costs shall be made by Inter Partner Assistance to the Insured upon his return after recourse to the bodies provided for in the preceding paragraph, on presentation of all the original supporting documents.

In the event of an advance of medical expenses by Inter Partner Assistance, the Insured undertakes, within two months of receipt of the invoices, to take the necessary steps to recover these expenses from the social security authorities and/or any other provident institution with which he is enrolled (private health insurance or other) and to pay AXA Assistance the amount of the sums thus obtained.

### **11.6. Sending a doctor to you**

Following a medical incident, and if the medical team of Inter Partner Assistance considers it necessary, Inter Partner Assistance shall appoint a physician or medical team to visit the Insured to better assess the measures to be taken and to organise them.

**11.7. Hospitalisation of more than 5 days of the Insured travelling alone abroad** When the Insured, travelling alone, is hospitalised following a medical incident and the doctors mandated by Inter Partner Assistance advise against transporting him before 5 days, Inter Partner Assistance organises and pays:

The journey (return journey) of a member of his family or a close relative residing in the same country as the legal domicile of the Insured to visit the sick or injured Insured, and the hotel expenses of this person on the spot, will be paid by Inter Partner Assistance up to a maximum of € 70 per day for a maximum of 10 days and subject to presentation of the original receipts.

### **11.8. Costs of extending the Insured's stay abroad**

If the Insured cannot undertake the planned return journey for medical reasons. If an Insured who is the victim of a medical incident cannot undertake his return trip on the date initially planned, IPA will contribute a maximum of € 700 per stay towards his expenses for extending his stay. In this case, if the Insured who is ill or injured is travelling accompanied by members of his family or a co-insured travel companion, the extension costs of these other persons will be covered up to € 700 per claim.

### **11.9. Taxi costs**

If the Insured is hospitalised abroad as a result of a medical incident, Inter Partner Assistance will pay the cost of a taxi to enable a family member, spouse or travelling companion to travel to the Insured's bedside from the place of stay to the hospital, up to a maximum of one return journey per day.

The amount of this cover is limited to a maximum of € 375 per claim and the reimbursement is only made on presentation of original supporting documents.

### **11.10. Telecommunications costs**

Inter Partner Assistance reimburses the telecommunications costs incurred during the stay to request assistance from the insurer, subject to presentation of supporting documents.

#### **11.11. Repatriation or transportation following a medical incident**

If the Insured is hospitalised following a medical incident and the medical team of Inter Partner Assistance deems it necessary to transport them to a better equipped or more specialised medical facility or one that is closer to their domicile, Inter Partner Assistance shall arrange for and cover the cost of the repatriation or medical transport of the sick or injured Insured, under medical supervision if necessary, and depending on the severity of the case, transport will be arranged by:

- rail (1st class);
- light medical vehicle;
- ambulance;
- regular commercial airline, economy class, with special arrangements if necessary;
- air ambulance. Special Conditions

If the event occurs outside of Europe and the countries bordering the Mediterranean, transport shall only be by regular commercial airline (economy class).

The decision on transport and means to be used and the choice of location of possible hospitalisation abroad, is taken by the Inter Partner Assistance doctor solely on the basis of technical and medical requirements. The Inter Partner Assistance doctor must have given his consent before any transport. Information from local doctors and/or the usual attending physician, which may be essential

help the doctors of Inter Partner Assistance to take the decision that seems most appropriate. In this respect, it is expressly agreed that the final decision, to be implemented in the interest of the Insured lies with the doctors of Inter Partner Assistance, in order to avoid any conflict of medical authority.

Furthermore, in the event that the Insured refuses to follow the decision considered to be the most appropriate by the doctors of Inter Partner Assistance, he/she expressly releases Inter Partner Assistance from any responsibility, in particular in the event of return by his own means or in the event of worsening of his state of health.

#### **11.12. Funeral repatriation during a trip**

Abroad:

In the event of the death of an Insured abroad and if the family decides to have a burial (or cremation) in the country of the Insured's legal residence, Inter Partner Assistance organises the repatriation of the mortal remains and pays:

- the cost of funerary treatment;
- the cost of placing in a coffin on-site;
- coffin costs up to a maximum of € 620;
- the cost of transporting the mortal remains from the place of death to the place of burial or cremation in the country of the Insured's legal domicile.

Ceremony and burial or cremation expenses in the country of the Insured's legal domicile are not covered by Inter Partner Assistance.

If the family decides on burial or cremation on site abroad, Inter Partner Assistance organises and pays for the same services as mentioned above. In addition, it will arrange and cover the costs of (return) travel by a family member or relative residing in the country of the Insured's legal domicile to get to the place of burial or cremation. In the event of cremation on site abroad with a ceremony, in the country of the Insured's legal domicile, Inter Partner Assistance shall bear the cost of repatriating the urn to such country.

The cover granted by Inter Partner Assistance is, in all cases, limited to the expenses that would be involved in the repatriation of the mortal remains to the country of the Insured's legal residence.

The choice of companies involved in the repatriation process is the exclusive responsibility of Inter. Partner Assistance.

#### **11.13. Repatriation costs of other Insured Persons in the event of medical evacuation or death of an Insured abroad**

In the event of a medical evacuation or death of an Insured abroad, Inter Partner Assistance organises and pays for the early return of the other Insured to their country of legal residence.

This cover applies insofar as the other Insured cannot use the same means of transport as on the outward journey or the one originally planned for the return journey and return to their country of legal residence by their own means.

Inter Partner Assistance will also organise and pay for the return of pets

(dog(s) or cat(s)) accompanying the Insured.

### **11.14. Care for children under 16 years of age abroad**

If the Insured(s) accompanying children under 16 years of age are unable to care for the children following a medical incident, Inter Partner Assistance organises and covers the return trip for a person residing in the country of the Insured's legal domicile, designated by the family to pick up the children under 16 years of age and return them to their legal residence.

The cost of one night's hotel accommodation for this person will be covered by Inter Partner Assistance up to a maximum of € 75 subject to the presentation of original receipts.

If one of the above-mentioned persons cannot be reached, or if they are unable to make the trip, Inter Partner Assistance sends a delegate to take charge of the children and return them to the country of the children and bring them back to the country of the Insured's legal residence to the care of the person designated by the Insured.

### **11.15. Early return of an Insured**

If the Insured must interrupt his trip abroad on grounds of:

- the unforeseeable death in the country of his legal domicile of a family member,
- the unforeseeable death of a partner irreplaceable for the day-to-day management of the Insured's business or of the Insured's replacement in his professional capacity,
- the hospitalisation of a member of his family for more than five days in the country of legal residence
- significant property damage caused to the Insured's legal residence, unoccupied by the Insured, whose presence on site is essential,
- recommendation by the government of the destination country to tourists to leave the country;

Inter Partner Assistance organises and covers, up to their home or place of burial in the country of their legal residence:

- either the round trip of an Insured,
- or the return trip of the Insured, or members of his family and/or travel companion if the Insured were to continue his trip

The "Early Return" cover of an Insured is only granted upon presentation of a death or hospitalisation certificate and only if the illness or death is unforeseeable at the time of the Insured's departure abroad.

## **12. “Foreign Travel” assistance**

### **12.1. Miscellaneous information**

Inter Partner Assistance provides the Insured with information by telephone concerning a departure abroad (visas, passports, vaccinations, etc.)

### **12.2. Assistance in the event of theft, loss or destruction of luggage abroad**

In the event of theft or loss of an Insured Person's luggage during an air transfer, Inter Partner Assistance helps him to complete the formalities with the competent authorities and provides him with all the information relating to the progress of the investigations undertaken.

In the event of theft, loss or destruction of an Insured's luggage, Inter Partner Assistance will reimburse the Insured, on the basis of original supporting documents, up to a maximum of € 150 for the costs of essential purchases.

### **12.3. Transmission of urgent messages to the area of residence**

If the Insured so requests, Inter Partner Assistance shall forward urgent messages relating to the benefits and services provided free of charge to any person remaining in the country of residence.

In general, the retransmission of messages is subject to a justification of the request, a clear and explicit expression of the message to be transmitted and the precise indication of the name, address and telephone number of the person to be contacted.

Any text involving criminal, financial, civil or commercial liability is transmitted under the sole responsibility of its author, who must be able to be identified. Its content must also comply with Luxembourg and international legislation.



#### 12.4. Assistance in the event of loss or theft of travel documents and tickets

In the event of loss or theft of the travel ticket and the documents required to return home and after declaration of the facts by the Insured to the local authorities, Inter Partner Assistance :

- does everything possible to facilitate the steps and formalities necessary for the return of the Insured;
- at the request of the Insured, provides information concerning the contact details of the consulates and embassies of the Insured's country of origin
- provides the Insured with the tickets necessary for the return or continuation of his trip, on the understanding that the latter shall be required to reimburse Inter Partner Assistance for the price of the tickets within two months of their provision.

In the event of loss or theft of cheques, bank cards or credit cards, Inter Partner Assistance will provide the Insured with the telephone numbers of the banking institutions allowing the necessary protective measures to be taken.

The Insured must report the loss or theft to the appropriate local authorities.

Under no circumstances can Inter Partner Assistance be held responsible for the faulty or erroneous transmission of information provided by the Insured.

#### 12.5. Shipment of indispensable medicines abroad

If the Insured person falls ill abroad, Inter Partner Assistance will organise and pay for the search for and provision of essential medicines prescribed by a competent medical authority, with the prior agreement of the medical service of Inter Partner Assistance.

Inter Partner Assistance will organise and pay for the dispatch and provision of essential medicines prescribed by a competent medical authority which cannot be found locally but are available in the area of residence.

Inter Partner Assistance organises and pays for the search for and dispatch of these medicines by the quickest possible means, subject to local and international legislation and the availability of

means of transport.

The Insured undertakes to reimburse Inter Partner Assistance for the price of the medicines which are made available to him, plus any customs clearance costs, within two months of the date of shipment.

#### 12.6. Language assistance

If the Insured encounters language difficulties abroad in connection with the current assistance services, Inter Partner Assistance will carry out the necessary translations by telephone in order to ensure that the events are properly understood.

Insofar as the translation must go beyond the scope of Inter Partner Assistance, the contact details of a translator-interpreter will be sent to the Insured on request; the latter's fees will be paid by the Insured.

#### 12.7. Cash advance

In the event of the occurrence abroad of an insured event for which

Inter Partner Assistance has received a request for cover, and, where applicable, after notification to the local authorities, Inter Partner Assistance shall do everything possible, at the request of the Insured, to send him the equivalent of a maximum of € 2 500. This sum must be paid in advance to Inter Partner Assistance in cash or in the form of a certified bank cheque.

#### 12.8. Pets

In the event of illness or accident of a dog or cat, duly vaccinated, accompanying an Insured abroad, Inter partner Assistance will cover the costs of a veterinarian approved by the legislation in force in the country concerned up to a maximum of € 62 on transmission of original supporting documents attesting to the illness or accident.

## 13. Legal assistance

### 13.1. Advance of bail abroad

If, as a result of a traffic accident abroad, the Insured is subject to legal proceedings, Inter Partner Assistance will advance the amount of the bail required by the legal authorities up to a maximum of € 12 500 per Insured.

Inter Partner Assistance grants the Insured a period of three months from the date of the advance to reimburse it.

If this bail is reimbursed before this deadline by the authorities of the country, it must be reimbursed immediately to Inter Partner Assistance. If the Insured summoned to court (or his designated legal representative, insofar as the applicable law permits) does not appear, Inter Partner Assistance shall demand the immediate reimbursement of the bail.

### 13.2. Lawyer fees abroad

If, following a traffic accident abroad, the **Insured** is subject to legal proceedings, Inter Partner Assistance shall advance the fees of a lawyer freely chosen by the Insured, up to a maximum of € 1 250 per Insured. Inter Partner Assistance does not contribute to the legal costs (area of residence) of legal action taken by the Insured abroad.

The Insured undertakes to reimburse Inter Partner Assistance the amount of the fees within

three months from the date of the advance.

## 14. Home assistance

### 14.1. Early return of parents in the event of hospitalisation in the area of residence of a child under the age of 16

If an Insured under 16 years of age must be hospitalised (area of residence), for a period of at least 48 hours, while his parents are abroad, Inter Partner Assistance organises and covers their return home.

If the parents cannot return immediately, Inter Partner Assistance keeps them informed of the evolution of their child's state of health.

## 15. Remote medical assistance

If you feel unwell during your trip and are unsure whether you can continue your trip, the insurer offers you the opportunity to speak to a doctor to discuss your symptoms. The doctor will make a diagnosis and recommendation for further action if the symptoms allow and if medically justifiable.

Such a diagnosis or recommendation should provide guidance on further action and provide you and your travelling companions with security for the remaining travel time.

Consultation by the referring doctor is available in English and French.

In order to access the Services, the Beneficiary must call the number provided by Inter Partner Assistance, specifically for this purpose. During the subsequent telephone call, the Beneficiary will be put in contact with an Inter Partner Assistance employee responsible for identifying and authenticating the Beneficiary and verifying whether he meets all the conditions required to avail himself of the Services. If so, the Inter Partner Assistance employee will make an appointment with one of the Doctors, depending on their availability, taking into account the Beneficiary's requests. The Beneficiary will receive a confirmation e-mail on his personal e-mail address or a text message on his smartphone confirming the scheduled remote consultation as well as a link and an access code to the Platform.

The Beneficiary can then connect to the Platform, thanks to the link communicated by the Inter Partner Assistance employee, and access his Personal Account by authenticating himself thanks to the access code communicated.

If, during the remote medical assistance, the doctor determines that the Insured's state of health requires a personal visit to a doctor on site in order to clarify the diagnosis and, if necessary, to continue the treatment, the remote medical assistance ends. In this case, the doctor appointed by the insurer will recommend that the Insured contact a local medical service provider (doctor, hospital or pharmacy) to coordinate further treatment.

Please note that the insurer does not provide an emergency medical service with this benefit. No immediate treatment or case history is offered. In case of acute symptoms, please always consult your local emergency services.

Remote medical assistance services are limited to remote medical advice for two different diagnoses (illnesses) per trip. For each diagnosis (illness), you can receive remote medical assistance up to two times if necessary.

Remote medical assistance is provided directly by the doctor commissioned by the insurer, who is solely responsible for his medical opinion.

The insurer does not provide any services other than those described above in the context of remote medical assistance. Within the framework of this service, the insurer does not cover the costs of medical treatment or additional medical measures.

The costs of remote medical assistance are fully covered by the insurer.

To benefit from this service the number to call is:  
**+352 44 24 24 20 20**

## **16. Exclusions**

### **16.1. Exclusions common to all cover**

The following are not covered and not reimbursed:

- costs incurred by an Insured without the prior agreement of Inter Partner Assistance (unless otherwise provided in the policy);
- food and beverage costs (unless otherwise provided for in the policy) "example Article 5.5." ;
- taxi fares, except those explicitly provided for in the policy,
- the costs planned before departure for trips abroad (local accommodation costs, etc.), ;
- the normally foreseeable harmful consequences of an act or omission committed by the Insured;
- activities of a dangerous nature such as acrobatics, taming or diving or any of the following professional activities:
  - climbing onto a roof, ladder or scaffolding;
  - descents into shafts, mines or underground quarries;
  - manufacture, use or handling of devices or explosives;
- events caused by an intentional act, suicide or attempted suicide of the Insured;
- the need for assistance which has arisen when the Insured is in a state of drunkenness, punishable alcohol intoxication or in a similar state resulting from products other than alcoholic beverages or performs a reckless act, bet or challenge;
- events resulting from acts of war, general mobilization, requisition of men and equipment by the authorities, terrorism or sabotage, or social conflicts such as strikes, lockouts, riots or civil unrest, unless the Insured demonstrates that he did not participate in this event;
- nuclear accidents as defined by the Paris Convention of 29 July 1960 or resulting from radiation from radioisotopes;
- participation in competitions or training for such events; the practice of competitive sports involving the use of motor vehicles; the practice, on a professional basis, of all other sports and the practice of all sports deemed dangerous;
- covered benefits that it cannot provide as a result of force majeure or decision of a competent authority;
- all costs not explicitly mentioned as being covered by the policy;
- services performed without the agreement of Inter Partner Assistance.

### **16.2. Exclusions for assistance to persons**

**The cover is not granted for:**

- **the costs of medical treatment and medicines prescribed and/or incurred in the country of the Insured's legal domicile as a result of an illness or accident occurring abroad;**
- **minor ailments or injuries that do not prevent the Insured from continuing his trip;**
- **mental illnesses and psychic conditions that have already been treated;**

- pregnancy conditions after the 26th week and abortions;
- chronic diseases that have caused neurological, respiratory, circulatory, blood or kidney damage;
- relapses and convalescences of any existing conditions that are not yet consolidated and being treated before the date of travel and involving a real danger of rapid aggravation;
- chronic conditions, conditions undergoing treatment and states of convalescence that are not yet consolidated;
- the costs of preventive medicine and spa treatments;
- diagnostic and treatment costs not recognised by Social Security,
- the purchase and repair of prostheses in general, including glasses, contact lenses, etc.

## 17. Legal framework

### 17.1. Effective date of the policy

Unless otherwise agreed, the policy takes effect on the date indicated in the Schedule.

### 17.2. Duration and end of the policy

#### 17.2.1. Duration and end of the temporary policy

The insurance policy is taken out for the period provided for in the Schedule.

#### 17.2.2. End of the policy

##### 17.2.2.1. Inter Partner Assistance may terminate the policy

If the policyholder, the Insured or the beneficiary fail to fulfil their obligations under the policy. This termination must be notified at the latest one month after the payment of the compensation or the notification of refusal of cover.

The effects of the policy shall cease one month after the notification of the cancellation by registered letter. The unused premium is returned in proportion to the time remaining.

The effects of the policy shall cease upon notification of cancellation if the Insured has failed to fulfil any of the obligations arising from the occurrence of the claim with fraudulent intent.

##### 17.2.2.2. The policyholder may terminate the policy

After each claim has been reported. This termination must be notified at the latest one month after payment of the compensation or notification of the refusal of cover.

Within 30 days of receipt of the pre-signed copy of the Schedule if the policy was concluded for a period longer than 30 days.

In this case, the termination takes effect immediately upon notification.

The effects of the policy shall cease one month after the day following the mailing of the termination notice by registered letter

### 17.3. Subrogation and multiple insurance policies

#### 17.3.1. Responsible third parties

Inter Partner Assistance, which provided the assistance or paid the compensation, is subrogated, up to the amount of the compensation, to the rights and actions of the Insured against third parties liable for the damage. If, after the act of the Insured or the beneficiary, the subrogation can no longer produce its effects in favour of

Inter Partner Assistance, it may claim the restitution of the compensation paid to the extent of the damage suffered.

Subrogation may not harm the Insured or the beneficiary who may have only been partially compensated.

In this case, he may exercise his preferential rights, to what remains due to him, in relation to Inter Partner Assistance.

Except in cases of malicious intent, Inter partner Assistance has no recourse against the Insured's descendants, ascendants, spouse and direct relatives, nor against persons living at his home, his guests and members of his domestic staff.

However, Inter Partner Assistance may exercise recourse against these persons insofar as their liability is effectively covered by an insurance policy.

#### 17.3.2. Multiple insurance policies

Inter Partner Assistance will only grant its cover once the cover granted by other provident, insurance and assistance organisations or social security benefits to which the Insured is entitled is exhausted. In the event that these organisations provide between themselves another means of redress for the cost of the claim than that set out above, Inter Partner Assistance opts for the

distribution key provided for under Article 55 of the Law of 27 July 1997 on insurance policies. Inter Partner Assistance, which has provided the assistance or paid the compensation, is subrogated, up to the amount of the compensation, to the rights and actions of the insurers against the third parties liable for the damage.

## **17.4. Commitments**

### **17.4.1. The Insured's commitments**

#### **17.4.1.1. Declaration of loss**

The Insured must, as soon as possible and in any case within the required timeframe, notify Inter Partner Assistance

And the Luxair guide of the occurrence of the loss.

The Insured must provide all the requisite information without delay and answer any questions put to him/her to determine the circumstances and assess the extent of the loss.

To be able to arrange the assistance as effectively as possible and in particular to agree on the most appropriate means of transport (plane, train, etc.), the Insured must contact Inter Partner Assistance before

any intervention and to incur assistance costs only with its agreement.

If this is not done, these costs are reimbursed up to the amounts indicated in the general terms and conditions and within the limit of those that Inter Partner Assistance would have incurred if it had organised

the service itself.

#### **17.4.1.2. Penalties**

If the Insured fails to fulfil one of the above obligations and this results in a loss for Inter

Partner Assistance, the latter shall be entitled to claim a reduction in its benefit to the extent of the loss it suffers.

Inter Partner Assistance may refuse to grant its cover if, with fraudulent intent, the Insured has not met the obligations set out above.

#### **17.4.2. Obligation of means**

Inter Partner Assistance does everything in its power to assist the Insured.

However, Inter Partner Assistance cannot under any circumstances be held liable for either non-enforcement or delays caused by:

- a civil or foreign war,
- a general mobilisation,
- a requisition of men and equipment by the authorities,
- all acts of sabotage or terrorism committed as part of concerted actions,
- social conflicts, such as strikes, riots, civil unrest, lockout, etc.,
- the effects of radioactivity,
- all cases of force majeure rendering the performance of the policy impossible.

## **17.5. Non-contractual cover**

In the Insured's interest, Inter Partner Assistance may have to pay costs that are not covered by the policy.

In this case, the Insured undertakes to reimburse it within one month of payment to Inter Partner Assistance.

## **17.6. Correspondence**

Communications or notifications to the Insured shall be validly made to the address indicated in the policy or any address subsequently notified to Inter Partner Assistance.

The Insured's communications or notifications are validly made to Inter Partner Assistance,

avenue Louise 166 B.P : 19, B-1050 Brussels or to the insurance producer who is the bearer of the receipt issued by Inter Partner Assistance or who intervened at the time of the conclusion or during the performance of the policy.

## Obligations of the Insured in the event of claim

The Insured must take all reasonable measures to prevent and mitigate the consequences of the loss.

Then, within a maximum of 3 months after occurrence of the incident and the granting of the cover by Inter Partner Assistance, the Insured undertakes to:

- provide proof of expenditure incurred;
- provide evidence of the events giving entitlement to the benefits granted;
- automatically return tickets that have not been used because Inter Partner Assistance has paid for the transport costs.

When Inter Partner Assistance has advanced the medical costs, the Insured must automatically take all necessary steps with the social security and/or provident institutions covering the same expenses to recover and remit the sums received in this respect to Inter Partner Assistance.

### Accident

Immediately report the claim to Inter Partner Assistance.

Request the official statement (medical and death certificate) and collect witness reports if possible.

Allow AXA Assurances Luxembourg or its agents free access to the victim.

If requested by AXA Assurances Luxembourg, allow an autopsy.

### Sickness

Request a certificate from the doctor asking him to include his diagnosis of the injuries or disorders recorded and his opinion on their origins and consequences (duration of bed rest or hospitalisation, recommended treatment, special measures envisaged).

In the event that medical expenses have been paid, claim a receipted invoice which you will send to your health insurance funds and/or any

other provident organisation which will cover part of the costs.

The balance will be reimbursed by the insurer on presentation of the completed "Declaration of Medical Expenses" form

(can be downloaded from the [www.luxair.lu](http://www.luxair.lu) website), the statement of your health insurance funds and/or any other provident organisation and a copy of the invoices.

### Assistance

Contact Inter Partner Assistance as soon as possible before taking any personal initiative with regard to obtaining assistance, so that assistance can be provided as efficiently as possible.

## **Processing of personal data**

The customer acknowledges having read the IPID form and the general conditions of Travel Insurance Travel Group Luxembourg SàRL.