

General terms and conditions
Visa Platinum
issued by
BANQUE RAIFFEISEN

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Introduction

The general terms and conditions set out below define and describe in detail all the assistance offered by EUROP ASSISTANCE under the BANQUE RAIFFEISEN VISA PLATINUM policy.

The original version of these general terms and conditions is in French (Conditions générales Visa Platinum émises par BANQUE RAIFFEISEN). In the event of a discrepancy with a version in another language, only the French version will be binding.

Only the cover described in the special terms and conditions signed by the policyholder is available.

Preliminary note: Europ Assistance will not provide any cover, make any payments, pay any benefits or compensation or provide any benefit or service described in this document if it may, as a result, be liable to international sanctions, prohibitions or restrictions as defined by the United Nations, the European Union or the United States of America.

For more information, see <https://www.europ-assistance.be/fr/limitations-territoriales-business>

Chapter 1. Conditions of cover

1.1. Definitions

Insurer: Europ Assistance SA, a *société anonyme* (public limited company) governed by the French Insurance Code, whose registered office is at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered on the Nanterre Trade and Companies Register under number 451 366 405, acting through its Irish branch EUROP ASSISTANCE SA IRISH BRANCH, whose principal establishment is at 4th floor 4-8, Eden Quay, Dublin 1, Ireland, D01 N5W8 and registered with the Irish Companies Registration Office under number 907089. Europ Assistance S.A. is supervised by the *Autorité de Contrôle Prudentiel et de Résolution* (ACPR) located at 61, rue Taitbout, 754364, Place de Budapest CS 92459, 75436 Paris Cedex 09, Paris France. The Irish branch operates in accordance with the Code of Conduct for Insurance Undertakings issued by the Central Bank of Ireland and is registered in the Republic of Ireland under number 907089. Europ Assistance SA organises assistance services and administers assistance claims through its Europ Assistance Belgium branch, VAT no. BE 0738.431.009, registered on the Brussels legal entity register, Boulevard du Triomphe 172, 1160 Brussels.

Policyholder: Banque Raiffeisen Société Coopérative, 4 Rue Léon Laval, L-3372 Leudelange, for the benefit of the holder of the Visa Platinum card

Insured persons: The insured persons (hereinafter referred to as “the insureds”) are, provided that they are domiciled in any of the countries referred to in section 1.3.1 and that they are habitually resident there:

- The holder of the valid Visa Platinum card or, in the case of a subscription by a legal entity, the notion of insured applies to the natural person listed in the Special Terms and Conditions;

- The cohabiting spouse or partner of the holder of the Visa Platinum card;
- Any person who habitually lives in the household of the holder of the Visa Platinum card. The unmarried descendants and first degree ascendants living in the household of the holder of the Visa Platinum card;
- Unmarried children (those on military service, students, etc.) residing elsewhere but domiciled at the home of the holder of the Visa Platinum card continue to be insureds.
- Unmarried children up-to-date with their Social Security obligations, studying abroad in any of the countries listed in section 1.3.1, but domiciled at the home of the holder of the Visa Platinum card.

Covered residence: The home of the holder of the Visa Platinum card in the Grand Duchy of Luxembourg or Belgium.

Home: The place where the holder of the Visa Platinum card is registered on the population register or any other alternative administrative register.

Country of domicile: The country in which the holder of the Visa Platinum card's home is located.

Illness: An unforeseeable organic or functional alteration of health, giving rise to objective symptoms and requiring medical care, certified by a doctor.

Accident: A sudden and accidental event, unintentional on the part of the victim, which gives rise to an objectively identifiable injury.

Loss Event: Unpredictable event triggering the cover under this policy.

Excess: The proportion of the compensation payable by the holder of the Visa Platinum card.

Luggage: Personal effects carried by the insured or carried in the vehicle, including cats and dogs, but excluding all other animals. The following are not regarded as luggage: gliders, commercial goods, scientific equipment, construction materials, furniture, horses and livestock.

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

Cover: All the benefits to which we are contractually committed. Any amount set out in this policy (by way of reimbursement, direct payment, etc.) includes VAT.

Terrorism: Terrorism means an act or threatened act organised in secret for ideological, political, ethnic or religious purposes, carried out by an individual or a group and targeting people or partially or totally destroying the economic value of a tangible or intangible asset, either with a view to impeding the circulation and normal functioning of a service or a business and the subject of media coverage.

1.2. Purpose

The purpose of the policy is to protect the insured against losses through the cover and lump sum payments defined below.

1.3. Geographical definitions

1.3.1 The country in which the holder of the Visa Platinum card's home must be located

The countries of the European Union, plus Norway, Monaco, Andorra, Liechtenstein, the United Kingdom and Switzerland.

Islands and departments not located on the European continent are excluded.

1.3.2 Geographic scope of assistance services

Personal assistance and travel assistance services apply worldwide except in countries or regions affected by civil or foreign wars and those in which security is compromised by insurrections, riots, popular uprisings, acts of terrorism, restrictions on the free movement of persons and property, strikes or other unforeseeable events preventing the policy being implemented. The situation in excluded countries may change depending on domestic or international developments in the countries in which we carry on business. We follow the opinions and recommendations of the Ministry of Foreign Affairs on such matters.

- Countries, regions or areas for which the government has issued a general ban on travel or a ban on non-essential trips are excluded. Are either excluded countries that have imposed entry bans on nationals of countries whose nationality is held by beneficiaries under this policy.

- Covered countries (or any of their regions) may be subject to international sanctions, prohibitions or restrictions as defined by the United Nations, the European Union or the United States, preventing us from performing all or part of our contractual obligations in those countries. The list of affected countries and regions may change over time. This list is updated and can be consulted at any time at <https://www.europassistance.be/limitations-territoriales-business>.

- Excluded: North Korea, Syria, Crimea.

Territorial limitations:

- For US citizens travelling to Cuba, the performance of assistance or payment services is conditional upon the provision of evidence that the trip to Cuba complies with US laws. The concept of "US citizens" includes any person, wherever located, who is a US citizen or who habitually resides in the United States (including green card holders).

1.4. Nature of travel

The services are provided in connection with all private or professional travel and trips. In respect of professional trips, only administrative, business or cultural activities are covered, to the exclusion of all dangerous activities such as those of acrobats, animal tamers or divers, and the following professional activities: climbing on roofs, ladders or scaffolding, descending into wells, mines or tunnel quarries, the manufacture, use or handling of fireworks or explosives.

1.5. Validity

To be able to benefit from the cover provided by this policy, the insured must be domiciled in a country listed in section 1.3.1, habitually reside there and the length of his/her trip must not exceed 90 days.

1.6. Procedures for accessing services

Our support services are accessible by the insured 24/7:

By telephone: +32.2 541 91 50.

By email: help@europ-assistance.be

Chapter 2. Personal assistance services

2.1. Search and rescue costs

The insurer shall reimburse the insured for search and rescue costs incurred with a view to safeguarding the life or physical integrity of an insured up to €5,000 per loss event, provided that the rescue is based on a decision taken by the competent local authorities or official rescue organisations.

2.2. Reimbursement of ski lift passes

If the condition of the injured insured requires them to be hospitalised for more than 24 hours and/or requires repatriation organised by the insurer, the cost of the insured's ski lift pass will be reimbursed pro rata to the time during which it cannot be used, capped at €125.

2.3. Skiing accidents

In the event of a physical accident on a ski slope, the insurer shall reimburse the insured, upon presentation of original supporting documents, for the costs of travelling down the ski slope on a medical sled required as a result of the accident. The accident must be reported to the insurer within 72 hours of its occurring.

This cover is excluded when the accident occurs as a result of off-piste skiing without a guide approved by the country's authorities.

2.4. Assistance following a medical incident

2.4.1. Medical assistance

In the event of a medical incident, the insurer's medical team will, as soon as it is called, contact the attending doctor on site in order to take the most appropriate action for the insured's condition.

In all cases, first aid is organised by local authorities.

2.4.2. Sending a doctor to the site

If the insurer's medical team deems it necessary, the insurer shall appoint a doctor or medical team who will visit the insured in order to better assess the action that needs to be taken and organise such action.

2.4.3. Reimbursement of medical expenses incurred abroad

Where policyholders are not affiliated to a health insurance scheme in their country of residence or any other equivalent health insurance scheme, or where they have not complied with the regulations of their mutual insurance scheme or their health insurance scheme (in particular if they are not up-to-date with payments), Europ Assistance will not provide cover for medical expenses.

§ 1. The supplementary reimbursement covers treatment received abroad following an illness or accident occurring during a trip, which is unforeseeable and has no known history.

§ 2. The supplementary reimbursement is made after the compensation to which the insured may be entitled in respect of the same risks with social security, mutual insurance and/or any other provident or insurance organisations is exhausted. The payment of medical expenses ceases when the insured is repatriated or when the insured refuses or delays our repatriation proposal.

§ 3. The medical expenses incurred abroad entitling the insured to supplementary reimbursement are as follows:

- medical and surgical fees;
- medicines prescribed by a local doctor or surgeon;
- emergency dental costs capped at €150 per insured;
- hospitalisation costs provided that the insured is unable to be moved in the opinion of the insurer's doctors;
- transport costs ordered by a doctor for a local journey;
- costs of extending the patient's hotel stay ordered by a doctor, capped at €800, if the sick or injured person cannot return to their home country on the date initially scheduled.

§ 4. The supplementary reimbursement of medical expenses referred to in § 2 and § 3 is capped at €25,000 per person per year of insurance. Reimbursement will be made based on the following supporting documents:

- A detailed medical report from the prescribing doctor treating the insured abroad;
- Original statements from social security and/or provident institutions justifying the repayments obtained and copies of expense notes and invoices;
- In the event that the health insurance provider or any other personal protection or insurance provider refused to reimburse such costs, the insured must send the certificate of refusal and the original supporting documents for the amounts paid.

Reimbursement will be subject to an excess of €50 per claim and per person.

2.4.4. Advance on hospitalisation expenses abroad

Where the insurer advances the covered costs referred to in Art. 2.4.3 § 3 to the hospital, the insured shall send the healthcare invoices for which the insurer has advanced the costs to the latest. It is the responsibility of the insured to send them to his/her social security organisation and/or any other personal protection organisation and to reimburse the insurer for the shares paid by such organisations.

Administrative costs are borne by the insured.

2.4.5 Reimbursement of post-hospital medical expenses in the country of residence

The insurer will bear the cost of post-hospital medical expenses in the country of residence if, following a medical incident, the insured is hospitalised abroad. The insurer's contribution may not exceed €2,500 per insured.

2.4.6. Extended trip for other insureds

If an insured who is ill or injured is required to extend their trip, the insurer will cover the hotel costs of the other insureds accompanying them. These costs are limited, per medical incident, to €80 per night and per room and €800 in aggregate.

The decision to extend the trip must be approved in advance by the insurer's doctor.

2.4.7. Care of children under the age of 16

If an insured who is accompanying children under the age of 16 is unable to look after them following a medical incident, the insurer shall organise and pay for the return trip of a person residing in the insured's country of residence, chosen by the family to collect the children under the age of 16 and return them to their home in the country of residence.

Hotel costs of up to €80 for this person will be covered by the insurer subject to the provision of original supporting documents.

In the event that it is impossible to contact one of the persons referred to above, or if those persons are unable to travel, the insurer shall send a representative to take care of the children and bring them home, in the country of domicile, to be looked after by the person chosen by the insured.

2.5. Assistance following hospitalisation of an insured travelling alone

Where the insured, travelling alone, is hospitalised following a medical incident and the doctors engaged by the insurer advise against him/her travelling within 5 days, or 2 days if the insured is under the age of 16, the insurer shall organise and pay for the return trip of a family member or a relative residing in the country of residence to visit the insured. If an insured under the age of 16 is hospitalised, the insurer will organise and pay for the return trip of two family members or relatives.

The insurer will cover the costs of this person's on-site hotel of up to €80 per night and per room and €800 in aggregate.

2.6. Assistance following repatriation

2.6.1. Repatriation or transport following a medical incident

If the insured is hospitalised following a medical incident and the insurer's medical team deems it necessary to transport them to a medical centre that is better equipped, more specialised, or closer to their home, the insurer shall organise and pay for the repatriation or medical transport of the ill or injured insured, under medical supervision if necessary, and depending on the seriousness of the incident, by:

- train (first class);
- ambulance;
- regular airliner, economy class with special arrangements if necessary;
- air ambulance.

If the insured person's condition does not require hospitalisation, they shall be transported to their home.

If the event occurs outside Europe and the countries bordering the Mediterranean Sea, travel is by airliner only.

The decision concerning transport and the means to be used is taken by the insurer's doctor based solely on technical and medical requirements. The insurer's doctor must approve any travel arrangements prior to any transport.

The insurer shall organise and pay for an insured to accompany the repatriated insured to the place of hospitalisation or the home of the repatriated insured.

2.6.2. Repatriation of other insureds

In the event that an insured is repatriated, the insurer shall organise and pay for the other insureds to return home or to continue their trip. The "trip continuation" cover is limited to the cost of repatriating insureds to their homes. It applies to the extent that the other insureds are unable to use the same means of transport they used for their outbound trip or the means of transport originally planned for the return journey.

2.6.3. Vehicle repatriation

If an insured is repatriated and no other insured is able to drive the vehicle, the insurer shall organise and meet the cost of returning the vehicle. The insurer is responsible for choosing the means of transport used to return the vehicle. Any fuel and toll charges shall be borne by the insureds.

2.6.4. Repatriation of luggage.

In the event that an insured is repatriated, the insurer shall organise and pay for the cost of transporting luggage to the insured's home.

2.7. Assistance in the event of death

2.7.1. Body repatriation

2.7.1.1. In the event of burial or cremation in the country of residence

If the family decides to bury or cremate the body in the country of residence, the insurer will arrange for the return of the insured's body and will pay for:

- funeral costs;
- casketing costs;
- coffin costs of up to €750;
- the cost of transporting the body from the place of death to the place of burial or cremation.

The costs of ceremonies and burial or cremation costs are not covered by the insurer.

If the insured was travelling abroad alone, the insurer will arrange and pay for the return trip of a family member or relative to accompany the body.

The insurer will cover the costs of this person's on-site hotel of up to €80 per night and per room, for a maximum of two nights.

2.7.1.2. In the event of burial or cremation abroad

If the family decides to bury or cremate the body abroad, the insurer shall organise and pay for the same services as those referred to in section 2.7.1.1.

The insurer will also arrange and pay for the return trip of a family member or relative residing in the country of residence to the place of burial or cremation.

The insurer will cover the costs of this person's on-site hotel of up to €80 per night and per room, for a maximum of three nights.

In the event that the body is cremated abroad with a ceremony in the country of residence, the insurer shall pay the costs of repatriating the urn to the country of residence.

The insurer's intervention is, in all circumstances, limited to the expenses that would be incurred if the body were to be repatriated to the country of residence. The insurer is solely responsible for choosing the companies involved in the repatriation process.

2.7.2. Assistance with formalities following a death

The insurer will assist the insured with the following:

- introductions to funeral companies;
- helping with announcements;
- providing information on the necessary procedures, in particular with the municipal authorities;
- at the request of the heirs, finding a property agency to manage the deceased's property.

2.7.3. Repatriation of other insureds

In the event of the death of an insured, the insurer shall organise and pay for the other insureds to return home or to continue their trip. The “trip continuation” cover is limited to the cost of repatriating insureds to their homes. It applies to the extent that the other insureds are unable to use the same means of transport they used for their outbound trip or the means of transport originally planned for the return journey.

2.7.4. Vehicle repatriation

If an insured dies abroad and no other insured is able to drive the vehicle, the insurer shall organise and meet the cost of returning the vehicle. The insurer is responsible for choosing the means of transport used to return the vehicle. Any fuel and toll charges shall be borne by the insureds.

2.7.5. Repatriation of luggage

If an insured dies abroad, the insurer shall organise and pay the costs of transporting the deceased's luggage to their home.

Chapter 3. Travel assistance

3.1. Miscellaneous information

The insurer shall provide the insured with information by telephone concerning trips abroad, such as:

- prices and currencies: information on exchange rates;
- visa requirements, passports and other identity documents;
- customs formalities;
- vaccinations;
- time differences;
- public holidays;
- climate and clothing advice.

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

In the event of the loss or theft of identity documents or travel documents, the insurer shall provide the insured with the contact details of the tourism offices, the nearest embassies and consulates.

3.3. Assistance in the event of the loss or theft of travel tickets

In the event of the loss or theft of travel tickets and after the insured has reported the theft to the local authorities, the insurer shall make available to the insured the tickets they need to continue their trip or return home. The insured shall be responsible for repaying to the insurer the price of the tickets within two months of them being provided.

3.4. Assistance in the event of the loss, theft or destruction of luggage

In the event of the loss or theft of an insured's luggage during an air transfer, the insurer will help them complete the formalities with the competent authorities and send them all the information they need relating to the progress of the search.

In the event of the theft, loss or destruction of an insured's luggage, the insurer shall reimburse the insured, on the basis of original supporting documents and up to a maximum amount of €150, for the costs associated with purchases of essential items.

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

In the event of the loss or theft of cheques, bank cards or credit cards and after the insured has reported the theft to the local authorities, the insurer will contact the financial institutions to take the necessary protective measures.

The insured must report the loss or theft to the competent local authorities, failing which the cover will be forfeited.

Under no circumstances may the insurer be held liable for the wrongful or incorrect transmission of information provided by the insured.

3.6. Assistance in the event of the loss, breakage or theft of prostheses

If, in the event of the breakage, loss or theft of a prosthesis (glasses, contact lenses, etc.) the insured is unable to use their prostheses, the insurer shall make every effort to organise and pay for such prostheses to be sent by the fastest means, subject to local and international laws and the availability of means of transport.

The insured undertakes to reimburse the insurer for the price of the prostheses provided to them, plus any costs in clearing customs, within two months of the shipment date.

3.7. Sending of vital medication

In the event that necessary medicines are stolen, lost or forgotten, the insurer shall make every effort to find such medicines or similar medicines locally.

To that end, the insurer will arrange a visit to a doctor who will prescribe the medicines, and will cover the cost of taxis.

3.8. Linguistic assistance

If the insured experiences language difficulties abroad in relation to the provision of assistance services, the insurer will carry out the necessary translations by telephone so that the events can be properly understood.

Insofar as the translation relates to subjects other than assistance services, the insurer shall provide the insured with the contact details of a translator or interpreter. The translator or interpreter's fees shall be borne by the insured.

3.9. Cash advance

Where an insured event occurs abroad and has been the subject of a request for reimbursement from the insurer and, where applicable, after it has been reported to the local authorities, the insurer shall, at the request of the insured, make every effort to send it the equivalent amount, capped at €2,500. This sum must first be paid to the insurer in cash or in the form of a certified bank cheque.

3.10. Early return of an insured

If the insured is forced to cut their trip abroad short due to:

- the unexpected death or hospitalisation following a medical incident in the country of residence of more than 5 days, or 48 hours if the insured is under the age of 16, of their spouse or partner, father, mother, brother, sister or child;
- the death of a business partner who is key to the day-to-day management of the insured's company or the insured's professional replacement.

The insurer shall organise and pay for the following, to their home or the place of burial or cremation in the country of residence:

- the return journey of an insured; or
- the return journey of two insureds.

A death or hospitalisation certificate is required for a claim to be valid.

3.11. Pets

In the event of the repatriation, death or early return of the insured, the insurer shall organise and pay for the return of the pets (dogs or cats) accompanying the insured.

3.12. Transmission of urgent messages

If the insured so requests, the insurer shall send urgent messages relating to the insurance cover and services free of charge to any person.

In general, the transmission of messages is subject to the provision of a reason for the request, the message to be transmitted being clearly and explicitly expressed and the provision of the exact name, address and telephone number of the person to be contacted.

The author, who must be able to be identified, is solely responsible for any text resulting in criminal, financial, civil or commercial liability. Its content must comply with Belgian and international laws and the insurer may not be held liable therefor.

3.13. Bail and lawyers' fees abroad

If, as a result of an accident, an insured is or risks being incarcerated, the insurer shall advance the amount of the bail required by the authorities, capped at €12,500 per insured, and shall pay the fees of a lawyer, capped at €1,250 per insured.

The bail must be repaid to the insurer within three months of the date of the advance. In the event that the bail is repaid by the country's authorities within that period, the bail must be immediately repaid to the insurer.

Legal proceedings in the country of residence are not covered by the insurer.

Chapter 4. Home assistance (valid only in the Grand-Duchy of Luxembourg and Belgium)

4.1. 24-hour information service

The insurer shall provide the insured with a 24-hour information service for communicating:

- the contact details of the various hospitals and ambulance services close to their home;
- the contact details of pharmacies and on-call doctors;
- the contact details of the relevant public services in the event of a problem relating to the insured home;
- the contact details of the breakdown recovery or repair services that are available 24/7 or a rapid repair service for plumbing, carpentry, electricity, television repair, locks, windows, etc.

However, under no circumstances may the insurer be held liable if, when searching for an emergency number (fire brigade, police emergencies, etc.), the insured contacts the insurer instead of contacting the relevant service(s).

The insurer cannot be held liable for work carried out by the service provider(s) contacted by the insured, since the sole purpose of the insurer's intervention is to provide the insured with one or more telephone numbers that may be helpful in the circumstances described above.

4.2. Medical assistance for injured insureds

In cases where, following an accident in the insured home (excluding illnesses), and after first aiders and/or the attending doctor have intervened, the insured cannot be treated on site and must be hospitalised, the insurer shall organise and pay for them to be transported by ambulance from the insured home to the nearest hospital, under medical supervision if necessary.

Following the period of hospitalisation, the insurer shall organise and pay for the insured to be transported back to the insured home if the insured is not able to travel under normal conditions.

4.3. Hospitalisation of a child when the father and mother are travelling

If an insured under the age of 15 is hospitalised for any reason whatsoever when their parents are travelling, the insurer shall organise the hospitalisation at the request of the parents, in agreement with the attending physician, and shall cover the costs of the insured being transported to the place of hospitalisation, excluding hospitalisation costs.

Where the hospital stay is longer than 48 hours, the insurer will arrange and pay for the father and mother to return home from abroad, either by train (first class) or by airliner (economy class).

4.4. Domestic assistance

If, as a result of an accident, an insured who is a mother of children under the age of 15, is hospitalised for a period of at least seven days, the insurer will cover the costs of domestic assistance of up to €12.50 per day for a maximum of eight days.

4.5. Childcare for children under 15

If, following an accident in the insured home, an insured, who is the father or mother of children under the age of 15, is hospitalised for a period of 2 days, the insurer will cover the costs of childcare up to €50 per day for a maximum of two days.

4.6. Uninhabitable home

If the insured home is damaged and rendered uninhabitable as a result of fire, explosion, implosion, water damage, theft, vandalism, glass breakage, and no longer provides adequate accommodation to insureds, the insurer shall pay for:

a) hotel costs (room + breakfast) for two nights for the insured of up to €80 per night per insured. The insurer shall also be responsible for booking the relevant hotel(s), and shall cover the insured's travel expenses if they are unable to travel there using their own means.

b) security costs. If the dwelling needs to be monitored in order to protect items remaining on site against theft, the insurer will find a watchman or security guard to monitor the premises and will cover the associated costs for a maximum of 48 hours.

c) costs of transporting furniture. The insurer shall source and pay for the hire of a utility vehicle that requires a B licence, in order to enable the insured to move the items remaining in the affected home. This payment is limited to €250.

d) moving expenses. To the extent that the dwelling is not habitable within 30 days of the date of the loss event. By agreement with the insured, the insurer shall organise and pay the costs of moving furniture, capped at €250, to the new place of residence in the country of residence. However, the move must take place within 60 days of the date of the incident.

e) costs of returning home. In the event that the insured is further than 10km from their home and must return to the insured home which was unoccupied at the time the damage occurred and if their presence is essential, the insurer shall make available and pay for a first class train or economy class plane ticket from the place where the insured resides to the place of the insured home that is damaged in the Grand Duchy of Luxembourg or Belgium.

The insurer reserves the right to ask for unused transport tickets. In the event that the insured is obliged to return to the place to recover his/her insured vehicle, the insurer will pay for a one-way ticket under the same conditions.

4.7. Locksmith services

If, as a result of the loss or theft of their keys, the insured is unable to enter the insured home, the insurer will bear the travel and repair costs of a locksmith of up to €100. Only one intervention by a locksmith per year will be permitted per insured home.

Chapter 5. Common exclusions and limitations

5.1 Exclusions

Claims will not be accepted:

1. for services that were not requested at the time of the event and that were not carried out by or in agreement with the insurer. However, the costs of ordinary medical consultations and any resulting outpatient pharmaceutical expenses shall be reimbursed subject to the limits applicable to this policy;
2. less than 10km from the insured's home or the place of residence of their children, other than home assistance services;
3. in the event of suicide;
4. on the occurrence of events such as: civil or foreign wars, strikes, riots or popular uprisings, terrorism or sabotage; unless the insured is able to show that they did not participate in such event;
5. in the event of nuclear accidents as defined by the Paris Convention of 29 July 1960 and the Additional Protocols and by the Law of 6 July 2020 on third-party liability for damage relating to a nuclear accident or resulting from radiation from radioisotopes;
6. benign conditions or injuries that do not prevent the patient from continuing his/her trip;
7. previously treated mental illnesses;
8. where an insured is more than 28 weeks pregnant for air travel, except where written permission has been given by the attending gynaecologist and confirmed by the doctor of the airline in question (with a view to the welfare of the mother and the unborn child)

9. chronic diseases that have caused neurological, respiratory, circulatory, blood or renal disorders;
10. relapses of and recovery from any conditions that have not yet been cured and were being treated before the date of departure of the trip and for which there is a real danger of rapid worsening;
11. preventive medicine costs and spa treatments;
12. diagnostic and treatment costs not recognised by the Social Security department.
13. the purchase and repair of prostheses in general, including glasses, contact lenses, etc.;
14. competition in motor sports and professional sports;
15. assistance with vehicles;
16. the cost of medical and surgical treatment and of medicines prescribed and/or purchased in the country of residence, including those for an illness or accident abroad;
17. the consequences of reckless acts;
18. reimbursement of trip cancellation costs or the consequences of strikes (except those expressly covered by these provisions);
19. cover under the policy may also be refused as a result of natural disasters where intervention is impossible for reasons beyond the insurer's control.

5.2. *Exceptional circumstances*

The insurer shall not be liable for any delays, breaches or obstacles that may arise in the provisions of the services, where they are not attributable to it or where they are caused by force majeure events.

Chapter 6. Legal framework

6.1 *Subrogation*

The insurer is subrogated to the rights and actions of the insured against any responsible third party up to the amount of its disbursements. Except in the event of malice, the insurer shall have no recourse against the insured's direct relatives in the descending and ascending lines, spouse or relatives by marriage, or against the persons living under their roof, their guests or members of their domestic staff. However, the insurer may take action against such persons to the extent that their liability is actually covered by an insurance policy or in the event of malice on their part.

6.2 Acknowledgement of debt

The insured undertakes to repay to the insurer within one (1) month the cost of amounts not covered by the policy and which the insurer has paid to it in the form of an advance. In respect of the cover described in Article 3.13 (Bail and lawyers' fees foreign), the insured is granted a period of 3 months to repay such amounts.

6.3 Limitation of claims

Any action based on this policy is time-barred from the date falling three years after the event giving rise thereto.

6.4 Jurisdiction

The Luxembourg courts shall have exclusive jurisdiction in the event of any dispute relating to this policy.

6.5 Governing law

This policy is governed by the Luxembourg Law of 27 July 1997 on insurance policies.

6.6 Complaints

Any complaint about the policy should be sent to:

Europ Assistance Belgium for the attention of the Complaints Officer, Boulevard du Triomphe 172, 1160 Brussels (e-mail: complaints@europ-assistance.be, tel.: +32 (0)2.541.90.48)

6.7 Protection of privacy

The insurer processes the insured's data in accordance with domestic and European regulations and directives. The insured will find information on the processing of their personal data in the insurer's privacy statement. It is available at www.europ-assistance.lu/privacy. This privacy statement contains, among other things, the following information:

- the contact details of the data protection officer (DPO);
- the purposes of processing the insured's personal data;
- the legitimate interest in processing the insured's personal data;
- any third parties who may receive the insured's personal data;
- the retention period for the insured's personal data;
- the description of insureds' rights over their personal data;
- how to lodge a complaint regarding the processing of the insured's personal data.

6.8 Fraud

Any fraud by the insured in preparing the claim or in answering questionnaires shall result in them forfeiting their rights vis-à-vis the insurer. All documents must therefore be completed in a complete and meticulous manner. The insurer reserves the right to bring proceedings against the insured before the competent courts where they have acted fraudulently.