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This policy is subject to the General Conditions and the Schedule.  
The Schedule shall prevail over the General Conditions if contradictory or different.

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue John F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

AIG Europe S.A., Belgium branch office is located Pleinlaan 11, 1050 Brussels, Belgium. RPM/RPR Brussels - VAT number: 0692.816.659.

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## GENERAL CONDITIONS

### CHAPTER 1. DEFINITIONS

Within the framework of the application of the present Conditions, the terms below must be understood as follows:

#### 1.1. LUGGAGE

Travelling bags, suitcases and hand luggage including their contents insofar as these contains clothes, personal possessions and objects for professional use - property of, rented or leased by the employer - that were taken by the INSURED PERSON during a JOURNEY or were acquired during that JOURNEY.

The following is not considered as luggage: animals • merchandise • test and/or promotion material • scientific material • material for research • building materials • furniture • motor vehicles • trailers • caravans • motor homes • boats and aircraft.

#### 1.2. ASSISTANCE CENTER

Service provider hired by the COMPANY to provide assistance services.

#### 1.3. ABROAD

Any country excluding the country of residence of the POLICYHOLDER.

#### 1.4. CIVIL WAR

All armed opposition between two or more parties from the same State for ethnic, religious or ideological reasons.

The following are in particular considered to be acts of civil war: an armed revolt • a revolution • a riot • a coup d'état • the consequences of martial law • the closing of borders ordered by a government or by the local authorities.

#### 1.5. THIRD PARTIES

Any physical or moral person with the exception of the POLICYHOLDER.

#### 1.6. EVENT

Cultural event, sport or leisure. Coverage is provided during the event and on the way to and from.

#### 1.7. FAMILY MEMBER

Spouse, PARTNER, father, mother, sister, brother, child, grandchild, grandparent of the INSURED PERSON and/or of the PARTNER/spouse.

#### 1.8. MEDICAL PRACTITIONER

Doctor in medicine and/or member of a Medical Order legally fit to exercise medicine in the country where the injury and/or treatment of the said injury occurred.

#### 1.9. INTOXICATION

Situation as a result of the penetration of substances in the organism of the INSURED PERSON, the measured percentage of pure alcohol and/or illegal drugs being higher than the maximum permitted percentage determined in the legislation of the country where the loss occurs.

#### 1.10. VALUABLES (AND ACCESSORIES)

- Photographic material • camera, video, DVD and audio equipment;
- Telescopes • binoculars • shotguns;
- Jewellery • clocks • jewels • goods partially or entirely made of precious metal • precious stones • pearls • furs • leather clothes;
- Portable computers • hardware and software • telephone sets;
- In general objects with a purchase value of over € 2.500 incl. VAT.

#### 1.11. COMPANY

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#### 1.12. PHYSICAL INJURY

Any physical harm suffered by a person.

#### 1.13. MATERIAL DAMAGE

Any change, damage, accidental damage to and/or destruction of an object or substance including any physical injury to animals.

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**GENERAL CONDITIONS****1.14. NUCLEAR, BIOLOGICAL AND CHEMICAL CONTAMINATION (NBC)**

- Nuclear substances refer to elements, particles, atoms or materials which through the emission, discharge, dispersal, release or escape of any radioactive material which emits a level of radiation through ionisation, fission, fusion, breakdown or stabilisation of said elements, particles, atoms or material.
- Biological substances refer to any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s), including genetically modified organisms and chemically synthesised toxin(s), which are capable of causing incapacitating disablement or death amongst people or animals.
- Chemical substances refer to any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- Contamination means the contamination or poisoning of people by nuclear and/or chemical and/or biological substances causing ILLNESS, death and/or permanent invalidity.

**1.15. ACCIDENT**

Sudden event during the duration of the contract, the cause or one of the causes of which, is beyond the control of the INSURED PERSON and causes PHYSICAL INJURY to the INSURED PERSON.

The following is considered equal to these, insofar as occurred to the INSURED PERSON during the duration of the contract:

- Health disorders that result directly and exclusively from a warranted ACCIDENT or from an effort to save endangered persons or goods;
- Inhalation of gases or absorption of poisonous or corrosive substances;
- Dislocation, twists, pulled muscles or tears as a result of a sudden exertion;
- Disorders as a result of freezing, sun or heat;
- Drowning;
- Anthrax, rabies or tetanus.

**1.16. WAR**

An armed opposition, whether declared or not, by one state against another state, an invasion or a declaration of a state of siege.

The following is also to be considered as such: all similar actions, the use of military violence by a sovereign state in order to realize certain economical, geographical, nationalist, political or other objectives.

**1.17. PARTNER**

The person with whom the INSURED PERSON has a factual or legal relationship on the date of the insured incident, permanently lives together at the same place of residence, and is domiciled at the same address.

**1.18. TRIP (GROUP TRAVEL)**

Journey taken by the INSURED PERSON to a destination ABROAD. This guarantee provides cover from the moment the INSURED PERSON leaves home or place of work and ends when he returns to the aforementioned home or place of work.

**1.19. INSURED FOR CIVIL LIABILITY**

- a. the POLICYHOLDER and in the case of a legal entity, its directors, managers, representatives and active partners, when they engage their liability in carrying out their functions;
- b. the employees of the POLICYHOLDER when they are under his authority, even if they are voluntary staff. Persons who lend their support to the POLICYHOLDER without being under his authority, in particular suppliers and those carrying out works are never INSURED PERSONS;
- c. when the named risk is a party, a charity fair, a competition, a play, a sporting event, a procession or similar event, the guarantee is extended to the liability of those who are actively taking part, such as the competitors, actors and members of the procession even if they are not under the authority of the POLICYHOLDER;
- d. in the same way, when the named risk covered by the insurance is an exhibition or a fair and where the POLICYHOLDER is the organiser of it, the guarantee extends to the personal liability of the exhibitors.

**1.20. INSURED AGAINST THIRD PARTY INSOLVENCY**

Those who benefit from the COMPANY's financial intervention, regardless of the number of THIRD PARTIES involved therein.

**1.21. INSURED AGAINST ACCIDENTS INVOLVING PHYSICAL INJURY**

Any person to whom the insurance applies as stated in the Special Conditions

**1.22. INSURED IN LEGAL PROTECTION**

Those who benefit from the COMPANY's assistance, regardless of the number of INSURED PERSONS concerned.

**1.23. POLICYHOLDER**

The signatory to the contract.

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**GENERAL CONDITIONS****1.24. HOSPITAL**

An institution, recognised by the Ministry of Public Health of the country where loss or the treatment occurs, for the medical treatment of patients and persons who suffer an ACCIDENT, with the exclusion of: health resorts, sanatoria, institutions for mental patients and for revalidation, rest homes and similar institutions.

**1.25. HOSPITALISATION**

Medically required stay in a HOSPITAL for the treatment of an ILLNESS or ACCIDENT.

**1.26. ILLNESS**

Damage to the health of the INSURED PERSON, that was not caused by an ACCIDENT, and which shows objective and undeniable symptoms established by a MEDICAL PRACTITIONER.

**1.27. URGENT TRAVEL COSTS**

Unexpected additional travel and accommodation costs incurred by an INSURED PERSON or any person joining an INSURED PERSON to stay in his presence or support him/her.

**1.28. COUNTRY OF DOMICILE**

The country where the person is registered primarily on the population register and where this person get his main residence.

**CHAPTER 2: GENERAL PROVISIONS****2.A. Objective of the Contract**

The objective of this contract is to ensure that the INSURED PERSON enjoys the guarantees and amounts that have been laid down in the Special Conditions with application of these General Terms and Conditions.

**2.B. Territoriality**

EVENT: cover is granted in the country which is the operating head office of the POLICYHOLDER.

Group Travel: cover is granted worldwide during the insured TRIP.

**2.C. Validity and duration of contract**

Guarantees will only be granted to the INSURED PERSON after payment of the premium, on the date and for the duration mentioned in the Special Conditions.

**2.D. Payment of the premium**

The premium is payable in advance. The premium may be requested at the policyholder's address upon presentation of the receipt. The taxes and amounts set by the law will be added to the premium.

In the event of non-payment of the premium, the stipulations of the law of 4 April 2014 on insurances will be applicable.

**2.E. Modification of the risk**

The COMPANY must be informed of any modification of the risk within 60 calendar days.

In the event of the disappearance, reduction or increase of the risk, the parties will act according to the law of 4 April 2014 on insurances.

**2.F. Waiver of Recourse**

The COMPANY will waive any recourse in respect of the liable third party/parties for the guaranteed payment for Accidental Death, Permanent Invalidity and Temporary Incapacity following an accident.

**2.G. Age limit**

The contract shall end automatically at the expiry of the insurance year in progress during which the INSURED PERSON reaches 70 years old.

**2.H. Sports**

ACCIDENTS resulting from the practice of a sport at amateur level and unpaid are covered.

The following are excluded:

- sporting activities practiced in conditions such as those considered by specialists as reckless acts;
- sports requiring use of a land or aquatic engine and all forms of racing carried out using such an engine;
- official ski competitions, ski jumps and bobsleigh, as well as practice for such competitions;
- training and matches in boxing or wrestling;
- flying planes and helicopters, gliding, parachuting and generally all aerial sports.

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## GENERAL CONDITIONS

### 2.I. Motorcycling

The services provided are reduced by half in case of ACCIDENT resulting from the use as a driver or passenger of a moped with an engine size above 50cc.

### 2.J. Beneficiaries in case of death

In case of death of the INSURED PERSON, his/her beneficiary/beneficiaries will be: the beneficiary/beneficiaries denoted by the INSURED PERSON/POLICYHOLDER; in the absence of which, the not legally-separated spouse of the INSURED PERSON; in the absence of which, the children of the INSURED PERSON; in the absence of which, the PARTNER of the INSURED PERSON; in the absence of which the legal heirs of the INSURED PERSON, with the exception of the State. By this it is understood that the creditors, including the tax authorities, are not entitled to the compensation.

### 2.K. Aviation Risk

Within the scope of the insurance will be: the use as a passenger, of all aircraft or helicopters that have been licensed for public passenger transport, insofar as the INSURED PERSON is not part of the crew, or does not carry out any professional or other activity whatsoever during the flight, in respect of the aircraft, or in connection with the flight.

### 2.L. Domicile

For this contract, the COMPANY has its sole domicile at its registered office in Brussels. Any notification to the POLICYHOLDER will be done validly at his/her last address, officially known to the COMPANY.

### 2.M. Governing legislation and settlement of complaints and disputes

#### Applicable law

The provisions of the present contract are governed by the law of 4 April 2014 on insurances and by all its extensions, modifications and executory decisions.

#### Complaints

The COMPANY strives to treat the INSURED PERSON in a courteous, fair and prompt manner. If despite the efforts of the COMPANY, the INSURED PERSON is not satisfied, it can address a complaint:

- By e-mail: [belgium.complaints@aig.com](mailto:belgium.complaints@aig.com)
- By phone: 02 739 9690
- By fax: 02 739 9393
- By ordinary mail: AIG Europe S.A., Complaints, Pleinlaan 11, 1050 Brussels

The COMPANY requests the INSURED PERSON to mention the policy number and/or claims file number and, if available, the name of the contact person within the COMPANY.

#### Ombudsman for Insurances

If the COMPANY cannot provide the INSURED PERSON with a satisfactory solution and if the complaint of the INSURED PERSON relates to the insurance agreement, the INSURED PERSON can also address the Ombudsman for insurances at de Meeussquare 35, 1000 Brussels - TEL 02 547 5871 - FAX 02 547 5975 – [info@ombudsman.as](mailto:info@ombudsman.as) – [www.ombudsman.as](http://www.ombudsman.as).

As AIG Europe S.A. is a Luxembourg based insurance company, in addition to the complaints procedure set out above, you have access to Luxembourg mediator bodies for any complaints you may have regarding this Policy. Contact details of the Luxembourg mediator bodies are available on AIG Europe S.A.'s website: <http://www.aig.lu/>.

Filing a complaint does not prejudice the possibility of the INSURED PERSON to start legal proceedings.

#### Jurisdiction

Any dispute between parties will be subject to the exclusive competence of the Belgian courts.

### 2.N. Subrogation

By paying the compensation, the COMPANY becomes subrogated to the rights and claims of the INSURED PERSON or the beneficiary/beneficiaries in respect of the liable third party/parties for the amount of the compensation, subject to the provisions of the article 2.F. above.

### 2.O. Personal Data

#### How we use Personal Information

We are committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about

## GENERAL CONDITIONS

the content of this notice and our Privacy Policy and obtain their permission (where possible) to share their Personal Information with us.

**The types of Personal Information we may collect and why** - Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) or (where we require it and are legally permitted to collect it) information about criminal convictions, as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Assessments and decisions about the provision and terms of insurance and the settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis
- (Internal) audit

**Sensitive Personal Information** – In connection with the provision of insurance and the assessment of a claim, we will collect, use and disclose certain Sensitive Personal Information concerning your health and medical conditions. Where we do this, we will do so with your explicit consent and as otherwise permitted by law.

**Sharing of Personal Information** - For the above purposes, Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

**International transfer** - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – You have a number of rights under data protection law in connection with our use of your Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to request that we correct inaccurate data, erase data, or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator in your country. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

**Privacy Policy** - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at <http://www.aig.be/privacy> or you may request a copy by writing to: Data Protection Officer, AIG Europe, Pleinlaan 11, 1050 Brussels or by email at: [dataprotectionofficer.be@aig.com](mailto:dataprotectionofficer.be@aig.com).

## 2.P. Notification of a Loss

2.P.1. As soon as possible, but in any case within eight calendar days to be calculated from the moment that he/she becomes aware of a loss, the INSURED PERSON/POLICYHOLDER must notify the COMPANY of that damage.

However, the COMPANY is not entitled to refer to non-compliance with the above-mentioned period, if the notification was made as soon as reasonably possible.

2.P.2. The INSURED PERSON/POLICYHOLDER will provide the COMPANY without delay with all the useful information and answer to the questions that are asked in order to establish the circumstances and extent of the loss.

2.P.3. In respect of any insurance for compensation of a loss, the INSURED PERSON/POLICYHOLDER will take all reasonable measures to prevent and limit the consequences of the loss.

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- 2.P.4. If the INSURED PERSON/POLICYHOLDER does not fulfil one of the aforementioned obligations and this results in harm to the COMPANY, the latter will be entitled to claim a reduction of its coverage to the amount of the harm suffered by it.
- 2.P.5. The COMPANY is entitled to refuse its coverage, if the INSURED PERSON/POLICYHOLDER has, with fraudulent intent, not fulfilled the abovementioned obligations.

### 2.Q. Compensation

The compensation will be determined on the basis of the medical and factual data that the COMPANY has available. The INSURED PERSON and/or the beneficiary/beneficiaries will be entitled to accept or reject it. In the latter case, he/she must inform the COMPANY of his/her objection by registered letter within 90 calendar days after having been informed of the amount of the compensation.

All compensations are payable without interest after acceptance by the INSURED PERSON, POLICYHOLDER and/or beneficiary/beneficiaries. Any claim for compensation in case of refusal by the COMPANY will expire 3 years after the refusal was notified by registered letter.

### 2.R. General Exclusions

This policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, North Korea, or the Crimea region.

This policy will not cover any loss, injury, damage or legal liability sustained directly or indirectly by any individual or entity identified on any applicable government watch list as a supporter of terrorism, narcotics or human trafficking, piracy, proliferation of weapons of mass destruction, organized crime, malicious cyber activity, or human rights abuses.

The COMPANY shall not be deemed to provide cover and the COMPANY shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the COMPANY, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Belgium or United States of America.

### 2.S. Residence Limitation

This policy offers coverage only if the POLICYHOLDER ordinarily resides in Belgium (if the POLICYHOLDER is a natural person) / or is established in Belgium (if the POLICYHOLDER is a legal entity).

## CHAPTER 3. OVERVIEW OF THE CORE BENEFITS

### 3.A. DEATH AFTER ACCIDENT

#### 3.A.1. Guarantee

If the INSURED PERSON dies within the period of two years following the covered ACCIDENT exclusively from the consequences of that accident, the amount stated in the Special Conditions will be remitted to the beneficiary/beneficiaries. Where the INSURED PERSON is under 5 years of age, the COMPANY only refunds the funeral costs actually incurred, up to €2.500.

If, after expiry of a period of at least six months following the ACCIDENT and after the COMPANY has examined all the available proof and justifications, it has every reason to assume that a covered loss has occurred, the absence of the INSURED PERSON will be considered an event of the kind that puts into effect the guarantees under this contract.

If, after payment, it is determined that the INSURED PERSON is still alive, all the amounts paid by the COMPANY in settlement of the stated claim will be repaid by the POLICYHOLDER and/or the beneficiary/beneficiaries.

The compensations for death and permanent invalidity are not cumulative.

#### 3.A.2. Exclusions

The guarantees do not apply in the following cases:

- 3.A.2.1. ACCIDENTS due to a state of physical or psychological deficiency. However the following remain covered: injuries following a fall, a collision or any other similar ACCIDENTAL event, even if the fall, collision or ACCIDENTAL event in question, is a result of a malaise, vertigo, cramp or a temporary loss of consciousness;
- 3.A.2.2. WAR, CIVIL WAR, NBC  
However, the INSURED PERSON will continue to be entitled to the guarantee for 14 calendar days from the start of the hostilities in case he/she is surprised by such events abroad and insofar as he/she does not actively participate in them;
- 3.A.2.3. Intent and/or incitement, and/or an apparent reckless act, unless it concerns a justified attempt to save people and/or animals and/or goods;
- 3.A.2.4. INTOXICATION;

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## GENERAL CONDITIONS

- 3.A.2.5. Suicide or an attempted suicide;
- 3.A.2.6. Nuclear reactions and/or radioactivity and/or ionising radiation, except when experienced during the medically required treatment following a covered loss;
- 3.A.2.7. Bets and/or challenges • disputes and/or fights with the exception of legal self-defence (an official report will evidence this) • riots and measures against these, unless the POLICYHOLDER and/or the INSURED PERSON and/or the beneficiary proves/prove that the INSURED PERSON has not actively participated in them.

### 3.B. PERMANENT INVALIDITY AFTER ACCIDENT

#### 3.B.1. Guarantee

When the INSURED PERSON is the victim of a covered ACCIDENT and it is medically established that he/she has become a permanent invalid, the COMPANY pays the capital calculated on the basis of the amount laid down in the Special Conditions multiplied by the degree of invalidity fixed according to the Official Belgian Scale for Invalidity (BOBI) in force on the day of the ACCIDENT, without, however, exceeding a degree of invalidity of 100%.

Any injury affecting limbs or organs that are already disabled or that have lost their use are only indemnified according to the difference between their state before and after the ACCIDENT. The assessment of injuries to a limb or an organ cannot be increased by the pre-existing state of disability of another limb or organ. In the event that the consequences of an ACCIDENT are aggravated by disabilities, illnesses, causes or circumstances independent from the ACCIDENT, the indemnity cannot be greater than that which would already have been due if the ACCIDENT had affected a healthy body.

The indemnity is granted on the basis of the conclusions of the DOCTOR appointed by the COMPANY or the medical certificates presented if no DOCTOR has been appointed.

If the consolidation has not materialised in the twelve months following the ACCIDENT, the COMPANY may, at the request of the INSURED PERSON, pay an amount equal to a maximum of half of the minimum indemnity which may be granted to him/her on the day of the consolidation.

The indemnities in the event of death and permanent invalidity cannot be drawn simultaneously.

#### 3.B.2. Exclusions

- 3.B.2.1 ACCIDENTS due to a state of physical or psychological deficiency. However the following remain covered: injuries following a fall, a collision or any other similar ACCIDENTAL event, even if the fall, collision or ACCIDENTAL event in question, is a result of a malaise, vertigo, cramp or a temporary loss of consciousness.
- 3.B.2.2. WAR, CIVIL WAR, NBC.  
However, the guarantee remains valid for the INSURED PERSON for 14 calendar days as from the start of the hostilities, when he/she has been caught unaware by these events ABROAD and insofar as he/she is not actively participating in them.
- 3.B.2.3. An intentional and/or provocative act and/or a clearly reckless act, unless it is a considered attempt to save people or animals and/or goods in danger.
- 3.B.2.4. INTOXICATION.
- 3.B.2.5. Suicide or an attempted suicide.
- 3.B.2.6. Nuclear reactions and/or radioactivity and/or ionising radiation, except when experienced during the medically required treatment following a covered loss;
- 3.B.2.7. Bets and/or challenges • disputes and/or fights with the exception of legal self-defence (an official report will evidence this) • riots and measures against these, unless the POLICYHOLDER and/or the INSURED PERSON and/or the beneficiary proves/prove that the INSURED PERSON has not actively participated in them.

### 3.C. TEMPORARY DISABILITY AFTER ACCIDENT

#### 3.C.1. Guarantee

Following a claim that is covered, the daily guaranteed compensation mentioned in the Special Conditions is paid to the INSURED PERSON for the whole duration of the medical treatment, including Sundays and public holidays, beyond the period of deficiency shown in the Special Conditions.

Full compensation is due as long as the INSURED PERSON cannot completely return to their professional and/or domestic activities for medical reasons.

The compensation is reduced proportionately from the time when the INSURED PERSON can, from a medical point of view, return fully or partially to their activities. If the INSURED PERSON does not practice a profession, compensation is reduced from the time when he is allowed to leave the bedroom.

Payment is guaranteed for a maximum of one year or until the injuries have stabilized if this should happen at an earlier date.

Compensation is allocated based on the conclusions of the consulting DOCTOR appointed by the COMPANY or by medical notes that are produced if no consulting DOCTOR has been appointed.



## GENERAL CONDITIONS

### 3.C.2. Exclusions

- 3.C.2.1. ACCIDENTS due to a state of physical or psychological deficiency.  
However the following remain covered: injuries following a fall, a collision or any other similar ACCIDENTAL event, even if the fall, collision or ACCIDENTAL event in question, is a result of a malaise, vertigo, cramp or a temporary loss of consciousness.
- 3.C.2.2. WAR, CIVIL WAR, NBC.  
However, the guarantee remains valid for the INSURED PERSON for 14 calendar days as from the start of the hostilities, when he/she has been caught unaware by these events ABROAD and insofar as he/she is not actively participating in them.
- 3.C.2.3. An intentional and/or provocative act and/or a clearly reckless act, unless it is a considered attempt to save people or animals and/or goods in danger.
- 3.C.2.4. INTOXICATION.
- 3.C.2.5. Suicide or an attempted suicide.
- 3.C.2.6. Nuclear reactions and/or radioactivity and/or ionising radiation, except when experienced during the medically required treatment following a covered loss;
- 3.C.2.7. Bets and/or challenges • disputes and/or fights with the exception of legal self-defence (an official report will evidence this) • riots and measures against these, unless the POLICYHOLDER and/or the INSURED PERSON and/or the beneficiary proves/prove that the INSURED PERSON has not actively participated in them.

### 3.D. MEDICAL COSTS

#### 3.D.1. Guarantee

##### 3.D.1.1. ACCIDENTS

Up to the amount shown in the Special Conditions, the COMPANY refunds the INSURED PERSON with the essential medical expenses resulting directly from an ACCIDENT.

Medical expenses means medical costs as an out-patient, pharmacy costs, radiography, massage, prosthesis, orthopaedic and others, for surgery, HOSPITALISATION, as well as transport costs of the ambulance to reach the nearest HOSPITAL, as long as the treatment has been prescribed or ordered by a DOCTOR.

The guaranteed compensation will only be available in addition to allowances that the INSURED PERSON may be paid for the same risk by the Social Security or by any other providing body.

In the case where in accordance with these General Conditions, the sums owed by the COMPANY would be reduced by half, the INSURED PERSON will bear an excess equal to 50% of the treatment costs that are refundable by the COMPANY.

##### 3.D.1.2. DISEASES (only ABROAD)

If, during a TRIP, an INSURED PERSON incurs essential medical expenses directly resulting from a DISEASE, the COMPANY will refund these costs to them up to the amount shown in the Special Conditions.

Medical expenses means medical costs as an out-patient, pharmacy costs, surgery costs or those of HOSPITALISATION incurred during a stay ABROAD as long as the treatment has been prescribed or ordered by a DOCTOR.

The guaranteed compensation will only be available where appropriate in addition to allowances that the INSURED PERSON may be paid for the same risk by the Social Security or by any other providing body.

For ACCIDENTS and DISEASES occurring ABROAD, the guarantees provided under points 3.D.1.1. and 3.D.1.2. above are limited to the costs incurred ABROAD during the period of the TRIP. Nevertheless, the intervention may be extended if, for medical reasons, the INSURED PERSON has to stay ABROAD. The guarantee then applies up until the date of return to Belgium.

#### 3.D.2. Exclusions

- 3.D.2.1. ACCIDENTS due to a state of physical or psychological deficiency.  
However the following remain covered: injuries following a fall, a collision or any other similar ACCIDENTAL event, even if the fall, collision or ACCIDENTAL event in question, is a result of a malaise, vertigo, cramp or a temporary loss of consciousness.
- 3.D.2.2. WAR, CIVIL WAR, NBC  
However, the guarantee remains in force for the INSURED PERSON for 14 calendar days starting from the beginning of the hostilities when he is taken by surprise by these events ABROAD and as long as he is not actively participating in them;
- 3.D.2.3. Intentional action and/or provocation and/or clearly reckless act, unless it is a considered attempt to rescue people and/or animals and/or goods in danger;
- 3.D.2.4. INTOXICATION.
- 3.D.2.5. Suicide or attempted suicide.
- 3.D.2.6. Nuclear reactions and/or radioactivity and/or ionizing radiation, except where these elements occur during essential medical treatment following damage covered by the policy;

**GENERAL CONDITIONS**

- 3.D.2.7. Bets and/or challenges • disputes and/or brawls, except in cases of legitimate defence (a statement from the authorities will serve as proof) • disturbances and measures taken in order to fight against these disturbances, unless the POLICYHOLDER and/or the INSURED PERSON and/or the beneficiary prove that the INSURED PERSON has not actively taken part in it.
- 3.D.2.8. Due to the INSURED PERSON's body being infected with Acquired Immune Deficiency Syndrome (AIDS) that results in a straightforward HIV positive condition, a pathological abnormal condition, a DISEASE or ACCIDENT of any kind or death.
- 3.D.2.9. Invoices and/or claim forms and/or detailed accounts of medical costs that do not show the name of the INSURED PERSON.
- 3.D.2.10. Costs that are not of a medical nature.
- 3.D.2.11. Invoices and/or claim forms and/or detailed accounts that are not of an official nature.
- 3.D.2.12. Medical costs that fall under the category of any regulation regarding "objective liability".
- 3.D.2.13. DISEASE suffered by the INSURED PERSON in the country of residence and/or the usual place of residence and/or usual place of work together with any TRIP undertaken with the intention of undergoing medical treatment.
- 3.D.2.14. Circumstances known to the INSURED PERSON and/or present at the time of departure on the TRIP, which rendered the damage reasonably foreseeable and/or for which the World Health Organisation or the Ministry for Foreign Affairs of the country where the POLICYHOLDER is settled had advised against TRAVEL.
- 3.D.2.15. DISEASE and/or injury suffered, following an ACCIDENT, the circumstances of which have not proved stable for a period of 90 calendar days prior to departure on the TRIP or for which medical or paramedical care have been organised or adapted during the same period.
- 3.D.2.16. Psychological and/or psychosomatic and/or nervous disturbances, except when they result from covered damages \*courses of treatment \* residential stays in rehabilitation center\* sexually transmitted DISEASES \* tropical DISEASES if preventative measures recommended by an official authority have not been taken.
- 3.D.2.17. Any journeys undertaken against a doctor's medical advice.
- 3.D.2.18. Medical assessment costs, periodic checkups and observational examinations.
- 3.D.2.19. Dental care excluding dental fractures.
- 3.D.2.20. Treatment and medication that are not scientifically validated;
- 3.D.2.21. Costs of prosthesis including spectacle lenses and frames \* contact lenses.
- 3.D.2.22. Cosmetic care and treatments, orthopaedic appliances, care and treatment resulting from a congenital abnormality.
- 3.D.2.23. Professional DISEASES for which compensation is paid under the legislative scheme applicable to professional DISEASES.

**CHAPTER 4: OVERVIEW OF THE OPTIONAL TRAVEL BENEFITS & ASSISTANCE SERVICES****4.A. Travel benefits****4.A.1. LUGGAGE (ABROAD ONLY)****4.A.1.1. Guarantee**

The COMPANY compensates LUGGAGE up to the amount mentioned in the Special Conditions in the following circumstances:

- Loss, damage or theft of checked LUGGAGE entrusted to a carrier within the framework of a transport contract after the compensation contractually due from the said carrier has been paid.
- Theft of LUGGAGE from a locked premises or place of residence, on condition that there are visible signs of breaking and entering that the said break-in is mentioned in the report issued by the local authorities that can be presented to the COMPANY.
- Theft of LUGGAGE in combination with an act of physical violence sustained by the INSURED PERSON which is mentioned in a report issued by the local authorities that can be presented to the COMPANY.
- Theft of LUGGAGE from a locked vehicle and invisible from the outside, on condition that there are visible signs of breaking and entering and that said break-in is mentioned in a report issued by the local authorities that can be presented to the COMPANY.
- Loss, damage or theft of LUGGAGE following emergency medical transport of the INSURED PERSON following a covered injury.
- Damage, loss or theft of LUGGAGE following a road traffic accident, with or without PHYSICAL INJURY, or following a natural catastrophe.

## GENERAL CONDITIONS

### 4.A.1.2. Basis for the indemnification

#### 4.A.1.2.a. Assessment of the value of the goods

- Damage during the first year following the purchase: 75% of the net purchase price.
  - Damage during the second year following the purchase: 65% of the net purchase price.
  - Damage starting from the third year following the purchase: 55% of the net purchase price.
- PRECIOUS OBJECTS and accessories: 30 % (thirty percent) of the net purchase value.

#### 4.A.1.2.b. Assessment of the indemnity

##### 4.A.1.2.b.1. In the event of damage

The cost of the repair, non-recoverable VAT included, limited to the actual value of the damaged good and, in all cases, limited to the indemnification obtained within the framework of the application of art. 4.A.1.2.a. In the event of damage caused by a THIRD PARTY within the framework of a transport contract, the compensation is reduced by the compensation amount to which the INSURED PERSON is entitled to according to the provisions stated in said transport contract.

##### 4.A.1.2.b.2. In the event of loss or theft:

The value obtained within the framework of the application of art. 4.A.1.2.a. increased by the non-recoverable VAT. In the event of damage caused by a THIRD PARTY within the framework of a transport contract, the compensation is reduced by the compensation amount to which the INSURED PERSON is entitled to according to the provisions stated in said transport contract.

##### 4.A.1.2.b.3. Additional provisions:

The compensation is fixed without application of the proportional rule; furthermore, it can never exceed the actual value of the object, even for a repair. Any theft of money, cheques, credit cards, plane tickets and vouchers is guaranteed up to a maximum of € 1.250. Proof from the bank or a public transport body will be required. A deductible of € 125 applies for each claim.

##### 4.A.1.2.b.4. Obligations in the case of damages:

- Any theft must be immediately declared to the local authorities and a declaration of theft certificate must be requested.
- A report written by the carrier in question and a declaration of theft certificate must be provided for all damages.
- The INSURED PERSON is required to provide the date and purchase price of the goods. He/She is required to prove possession of PRECIOUS OBJECTS through proof of purchase or original guarantees. He/She is also required to prove possession of all other goods through all possible written proof or receipts. The COMPANY could ask for the damaged objects.

### 4.A.1.3. Exclusions

#### 4.A.1.3.1. External prostheses;

#### 4.A.1.3.2. An intentional and/or provocative act and/or a clearly reckless act, unless it is a considered attempt to save people or animals and/or goods in danger;

#### 4.A.1.3.3. Personal documents • commercial documents • administrative documents • all types of written document except for those stated in paragraph 4.A.1.2.b.3;

#### 4.A.1.3.4. Normal wear and tear, defect particular to the object • damage caused by clothes moths or vermin or a cleaning, repair or restoration procedure;

#### 4.A.1.3.5. Leakage of substances and liquid colorants, damage caused by grease or corrosive substances.

#### 4.A.1.3.6. Abandoning, forgetting and losing objects, mishandling of the object by the INSURED PERSON and/or the beneficiary;

#### 4.A.1.3.7. Damage caused by and to fragile objects;

#### 4.A.1.3.8. Confiscation, seizure or destruction upon the order of an administrative authority;

#### 4.A.1.3.9. Except for an unforeseen and unexpected event: WAR, CIVIL WAR, NBC, revolt, strike, terrorist attack and ionising radiation.

### 4.A.2. DELAYED LUGGAGE (ABROAD ONLY)

#### 4.A.2.1 Guarantee

The COMPANY will reimburse, up to the maximum € 375 and after presentation of written proof and receipts, urgent replacement and essential purchases providing that the registered LUGGAGE, entrusted to the carrier within the framework of a transport contract, is made available to the INSURED PERSON after a delay exceeding 24 hours.

A declaration made to the carrier (Property Irregularity Report) is essential and will serve as proof.

#### 4.A.2.2 Exclusions

##### 4.A.2.2.1. WAR, CIVIL WAR, NBC;

##### 4.A.2.2.2. Confiscation, seizure or destruction upon the order of an administrative authority;

##### 4.A.2.2.3. Intentional act;

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## GENERAL CONDITIONS

- 4.A.2.2.4. Strikes announced before the departure;
- 4.A.2.2.5. LUGGAGE delayed on a flight or on a rail connection taken by the INSURED PERSON to return to his/her COUNTRY OF DOMICILE and/or usual place of residence;
- 4.A.2.2.6. Seizure or requisitioning by an administrative authority;
- 4.A.2.2.7. Replacement purchases 48 hours after arrival at the airport;
- 4.A.2.2.8. Delay following the safety measures imposed by the competent authorities.

### 4.A.3. TRAVEL DELAY

#### 4.A.3.1. Guarantee

If the departure of the ship, the aircraft or the train booked for an INSURED PERSON in order to travel to his/her planned destination at the outward or the return journey of a TRIP is delayed due to a strike, industrial action, adverse weather conditions or mechanical breakdown to the means of transportation, the COMPANY shall pay the POLICYHOLDER or the INSURED PERSON the amount stipulated in the Schedule per hour in excess of 4 hours of delay, up to the maximum amount stipulated in the Schedule.

#### 4.A.3.2. Exclusions

The COMPANY shall not pay any compensation when the costs are caused by or are directly or indirectly contributed to by:

- 4.A.3.2.a. Delay, detention or confiscation by a government or public authority;
- 4.A.3.2.b. WAR in the COUNTRY OF DOMICILE or in the disturbed areas;
- 4.A.3.2.c. Strikes that were announced before the departure;
- 4.A.3.2.d. Government decisions not to let such means of transportation leave or taking them out of circulation.

### 4.A.4 EXTENDED STAY AFTER TERRORISM AND/OR NATURAL DISASTER

If the INSURED PERSON cannot depart or continue his/her pre-booked and planned TRIP ABROAD on the scheduled date, the COMPANY shall cover additional accommodation costs and travel expenses incurred as the result of:

- an act of internationally recognized TERRORISM or the direct results thereof, or
- a natural disaster or the direct results thereof.

#### Compensation basis and conditions of cover after TERRORISM

The COMPANY shall cover, to the extent of the amounts stipulated in the Schedule, the additional accommodation costs incurred by the INSURED PERSON and/or the additional costs for changing his/her means of public transportation. The COMPANY'S benefits for the additional accommodation costs shall end when the transportation COMPANY with which the original booking was made offers an alternative. The benefits shall always end when the INSURED PERSON refuses the alternative offered.

The minimum duration of the delay or obstruction caused by TERRORISM shall be 48 hours.

The COMPANY shall start providing the benefit as soon as the act is recognised as an act of international TERRORISM and the delay or obstruction exceeds this period of time. The compensation shall in that case be granted as of the first day.

#### Compensation basis and conditions of cover after natural disasters

The following are eligible for compensation to the extent of the amount stipulated in the Schedule:

- Additional accommodation costs in a hotel and/or holiday lodgings incurred after the day of the scheduled termination of the stay due to the fact that the INSURED PERSON cannot leave his/her temporary place of stay;
- Additional expenses due to compulsory evacuation and/or repatriation arising from the same facts, excluding repatriation of and costs connected with the vehicle;
- Additional costs for the alteration of the means of public transportation.

The minimum duration of the delay or obstruction caused by TERRORISM shall be 48 hours.

## 4.B. Assistance services

### 4.B.1. General provisions

The INSURED PERSON is required to contact the ASSISTANCE CENTER without delay using the telephone number indicated on the assistance card, and to comply with the instructions given.

The COMPANY guarantees the payment as well as the implementation of all reasonable means to execute the services provided for in the present chapter.

As far as is possible, the COMPANY will pay the costs directly in the local currency.

If the ASSISTANCE CENTER are responsible for the return of the INSURED PERSON on behalf of the COMPANY, the INSURED PERSON could be asked to do the necessary to obtain the reimbursement of his/her ticket and to pay this amount to the COMPANY.

The ASSISTANCE CENTER may ask the INSURED PERSON to use his/her travel ticket.

## GENERAL CONDITIONS

### 4.B.2 Services

#### 4.B.2.1. Direct billing

In as far as possible ASSISTANCE CENTER shall pay hospital bills directly.

#### 4.B.2.2. Transportation to a HOSPITAL

ASSISTANCE CENTER shall organise transportation to a more suitable or better equipped HOSPITAL and manage said transportation at the expense of the COMPANY. The medical staff of ASSISTANCE CENTER is only authorised to decide on medical transportation and to choose the means of transportation and the place of hospitalisation.

#### 4.B.2.3. Medical repatriation

If an INSURED PERSON suffers from PHYSICAL INJURY due to an ACCIDENT or becomes ill the COMPANY shall cover all repatriation costs which are reasonably and necessarily incurred as a direct result, and which are carried out by ASSISTANCE CENTER, up to a maximum of 365 days after the date on which the PHYSICAL INJURY occurred or the ILLNESS was diagnosed.

The medical staff of ASSISTANCE CENTER is only authorised to decide on the repatriation and to choose the means of transportation.

#### 4.B.2.4. Repatriation to the place of domicile

ASSISTANCE CENTER shall organise the repatriation of an INSURED PERSON who is capable of leaving the HOSPITAL for his/her place of domicile or usual place of residence, and manage said repatriation at the expense of the COMPANY.

This service will also apply to the accompanying PARTNER as well as to the children who are maintained by the INSURED PERSON and/or his/her PARTNER.

The medical staff of ASSISTANCE CENTER is only authorised to decide on the repatriation and to choose the means of transportation.

#### 4.B.2.5. Additional accommodation expenses

If the INSURED PERSON cannot be repatriated and his/her condition does not require further hospitalisation, and his/her intended stay ABROAD has ended, the COMPANY shall cover the additional accommodation expenses. Costs for meals shall not be compensated.

#### 4.B.2.6. Visit to an ill or hospitalised INSURED PERSON ABROAD

If the medical condition of the INSURED PERSON does not allow repatriation, ASSISTANCE CENTER shall arrange that a person can visit him/her after consultation of the INSURED PERSON and/or his/her attending MEDICAL PRACTITIONER.

In this case, ASSISTANCE CENTER shall pay the EMERGENCY TRAVEL EXPENSES of that person providing ASSISTANCE CENTER approves such costs in advance.

#### 4.B.2.7. Search and rescue expenses

If the INSURED PERSON is immobilised as a result of PHYSICAL INJURY or ILLNESS, the COMPANY shall cover the documented rescue and/or tracing costs by official civilian and police rescue teams, up to the maximum amount stipulated in the Schedule.

#### 4.B.2.8. Repatriation of remains and transportation of LUGGAGE upon death

ASSISTANCE CENTER shall organise the repatriation of the remains of the INSURED PERSON to the COUNTRY OF DOMICILE and manage this repatriation at the expense of the COMPANY, including necessary post-mortem treatments, coffin, embalming and customs expenses. The COMPANY shall also cover the cost of transporting the LUGGAGE of the INSURED PERSON to the COUNTRY OF DOMICILE.

When the family of the deceased victim wishes it, the ASSISTANCE CENTER ensures that the family can travel to the place of death of the victim. The COMPANY makes available 2 economy-class airline tickets or first-class train tickets (return trip) at its own expense.

#### 4.B.2.9. Early return

4.B.2.9.1. In the case of unforeseen HOSPITALISATION of a RELATIVE for more than 48 hours, which takes effect during the stay of the INSURED PERSON ABROAD, ASSISTANCE CENTER shall organise and pay for the return of the INSURED PERSON to the COUNTRY OF DOMICILE by means of an economy-class airline ticket or a first-class train ticket (round-trip).

4.B.2.9.2. In the event of the death of a RELATIVE during the stay of the INSURED PERSON ABROAD, ASSISTANCE CENTER shall organise and pay for the return of the INSURED PERSON to the COUNTRY OF DOMICILE by means of an economy-class airline ticket or a first-class train ticket (round-trip).

## GENERAL CONDITIONS

4.B.2.9.3. In case of palliative care of a relative, outside a hospital, which takes effect during the stay of the INSURED PERSON ABROAD, ASSISTANCE CENTER shall organise and pay for the return of the INSURED PERSON to the COUNTRY OF DOMICILE by means of an economy-class airline ticket or a first-class train ticket (round-trip).

4.B.2.9.4. In the case of significant MATERIAL DAMAGE to real estate owned by the INSURED PERSON or the POLICYHOLDER as a result of fire, forces of nature or malicious intent by THIRD-PARTIES, ASSISTANCE CENTER shall organise and pay for the return of the INSURED PERSON to the COUNTRY OF DOMICILE by means of an economy-class airline ticket or a first-class train ticket (round-trip).

It's should be noted that the COMPANY intervenes for the ticket insofar the date of return to the destination ABROAD precedes the initial end date of the TRIP.

### 4.B.2.10. Advice and referral

The INSURED PERSON may contact ASSISTANCE CENTER:

- for the execution of and assistance with the covers described in Chapter 5 - Legal Assistance;
- for useful and relevant information while preparing for a BUSINESS TRIP, including currency and banking regulations, visa details, health regulations and bilateral treaties;
- for advice and referral to a suitable HOSPITAL or dentist for minor care;
- for referral to an embassy, consulate or other institution or organisation, including a lawyer who speaks the language of the country, should legal assistance become necessary in emergency situations;
- in the case of unforeseen delays on the way to the point of departure of his/her BUSINESS TRIP. ASSISTANCE CENTER shall give advice and, if necessary, make onward travel arrangements.

### 4.B.2.11. Emergency Medical supplies

If the INSURED PERSON has no access to medication, blood or medical equipment necessary for a treatment, or if a prosthesis, glasses or contact lenses are lost, broken or stolen AND if these are unavailable locally, ASSISTANCE CENTER shall locate and send them. The COMPANY shall only pay for the forwarding charges.

### 4.B.2.12. Cash advances

In emergency situations ASSISTANCE CENTER shall help replace cash money that was lost or stolen ABROAD. All cash advances shall either be deducted from future payments made under this policy, or be subsequently reimbursed to the COMPANY by the INSURED PERSON.

### 4.B.2.13. Additional services

At the request of the INSURED PERSON, in an emergency situation ASSISTANCE CENTER shall take care of:

- forwarding messages to family and business associates;
- help with the replacement of lost or stolen vouchers, passports, visa and travel documents;
- help with the tracing of lost LUGGAGE.

### 4.B.2.14. Legal Aid Traffic ABROAD

If charges have been pressed against the INSURED PERSON due to a traffic ACCIDENT, the COMPANY will bear the costs of a lawyer to the maximum amount as set out in the Special Conditions.

### 4.B.2.15. Bail Bound Pertaining to Traffic ABROAD

If charges have been pressed against the INSURED PERSON due to a traffic ACCIDENT, the COMPANY shall advance the costs of the bail bound to the maximum amount as set out in the Special Conditions.

The INSURED PERSON or POLICYHOLDER will then repay this bail bound within a period of 3 months following the day of payment of the advance. If this bail bound is repaid by the authorities in the country in question before expiry of this period, this repayment will be immediately remitted to the COMPANY.

If the INSURED PERSON is summoned but does not appear in Court, the COMPANY will immediately demand repayment of the bail bound.

## 4.B.3. ASSISTANCE CENTER

The INSURED PERSON shall immediately contact ASSISTANCE CENTER - after medical first aid - and follow its instructions.

### 4.B.3.1. Assistance Center phone number: +32 (0)3 253 69 16

### 4.B.3.2. Additional Conditions

ASSISTANCE CENTER warrants that it shall assume and use all reasonable means to perform the services stipulated in this section.

If possible, ASSISTANCE CENTER shall pay costs directly in local currency.

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue John F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

AIG Europe S.A., Belgium branch office is located Pleinlaan 11, 1050 Brussels, Belgium. RPM/RPR Brussels - VAT number: 0692.816.659.

AIG Europe S.A. Belgium branch is registered with the National Bank of Belgium (NBB) under the number 3084.

The NBB is located at de Berlaimontlaan 14, 1000 Brussels, [www.nbb.be](http://www.nbb.be) | Citibank 570-1210370-62 - IBAN: BE51 5701 2103 7062 - BIC: CITIBEBX.

You can find our Privacy and AssurMifid policy on [www.aig.be](http://www.aig.be).

**GENERAL CONDITIONS**

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If ASSISTANCE CENTER has returned the INSURED PERSON at the expense of the COMPANY, the INSURED PERSON may be requested to take the necessary steps to obtain reimbursement of his/her ticket, and to transfer this amount on to the COMPANY.

ASSISTANCE CENTER may request the INSURED PERSON to use his/her travel ticket.

If approved in advance by the COMPANY - after consultation with ASSISTANCE CENTER - the "repatriation of persons" benefit mentioned in Articles 4.B.2.3., 4.B.2.4. and 4.B.2.8. may also be granted in the case of uninsured loss. The POLICYHOLDER shall pay the estimated costs in advance and in full to the COMPANY or to ASSISTANCE CENTER. Only upon receipt of sufficient evidence of payment shall the assistance action be initiated. The final bill shall be settled after receipt of the account by ASSISTANCE CENTER.

The COMPANY will not be liable for failures, delays or obstacles in or to the assistance services provided by ASSISTANCE CENTER in the case of strikes, revolt, civil disorder, reprisals, restrictions on free traffic, sabotage, terrorism, WAR, development of heat or radiation originating from nuclear fission, radioactivity, other unforeseen events, or force majeure.

**4.B.4. EXCLUSIONS**

The COMPANY shall not pay compensation if the costs - as defined in Chapter 4 - are caused by, or are directly or indirectly contributed to by:

- a. Intentional self-inflicted injury, suicide or a suicide attempt;
- b. WAR in the COUNTRY OF DOMICILE or in one of the disturbed areas;
- c. controlling an aircraft as a pilot;
- d. practising professional sports;
- e. INTOXICATION;
- f. ACCIDENTS that occurred during the preparation for or participation in crimes or criminal offences;
- g. Intentional acts by an INSURED PERSON, a POLICYHOLDER or a beneficiary.

The COMPANY shall not pay compensation if:

- h. the INSURED PERSON travels against the advice of a MEDICAL PRACTITIONER;
- i. the purpose of the TRIP is to receive medical treatment or medical advice;
- j. the costs defined in Chapter 4 can be recovered from Social Security or by virtue of insurance required by law.

**CHAPTER 5: OVERVIEW OF THE OPTIONAL ORGANISER'S CIVIL LIABILITY INSURANCE****5.A. Organiser's civil liability****5.A.1. Guarantee**

The COMPANY covers the INSURED PERSON, up to a maximum of the amounts mentioned in the Special Conditions, against the financial consequences of civil liability that may fall upon him in his capacity as organiser of the declared event under the legislation in force or local jurisprudence as a result of PHYSICAL INJURY and/or MATERIAL DAMAGES caused to THIRD PARTIES, where the claim is caused:

- by members of the organising committee, their staff, their voluntary helpers;
- by equipment (stands, merchandise) and/or the building made available to the organising committee;
- to goods rented or those received on loan up to € 125.000.

An excess of € 125 will be applied per claim in cases of material damages.

In the case of damage to rented goods or those on loan, an excess of € 375 will be applied.

It is specifically agreed that the guarantee is only granted if the POLICYHOLDER is in possession of an official authorisation for the organisation of the event that is temporarily insured, where this authorisation is a legal requirement.

Furthermore, the insurance extends to damage caused to THIRD PARTIES:

- during set up and take down work regarding the installations carried out by the INSURED PERSONS and this is the case for a maximum of 5 days before and 5 days after the insured event or festivity;
- by food POISONING caused by food, drink and products served by the INSURED PERSONS, consumed and prepared on site;
- as a result of equipment (stands, merchandise) and/or the building made available to the organising committee;
- during meetings, training and rehearsals or competitions;
- during group travel organised by the insured club or group with a view to taking part in contests, competitions, festivals, TRIPS, outings, etc;
- by the premises, installations and equipment belonging to the insured club or group or which are rented, on loan, or made available to them.

## GENERAL CONDITIONS

### 5.A.2. Exclusions

- 5.A.2.1. Damages resulting from installations that fail to comply with applicable regulations;
- 5.A.2.2. Damages resulting from sports or activities not included in the description of risk mentioned in the Special Conditions;
- 5.A.2.3. Theft;
- 5.A.2.4. Damage to clothes, spectacles and contact lenses of the INSURED PERSONS.

### 5.B. Legal assistance

#### 5.B.1. Guarantee

The COMPANY provides assistance to the INSURED PERSON and guarantees them cover of the costs and fees up to the maximum amount stated in the Special Conditions:

where he must set out to obtain from THIRD PARTIES, amicably or through legal channels, the reparation of damages that the latter has caused to him in the context of the risk referred to in the Special Conditions and which engage their civil liability; lawyers and experts who work together in the criminal defence of the INSURED PERSON for something of his own doing to lead to the application of the guarantee of civil liability, when the wronged THIRD PARTIES have already received compensation and where the criminal defence of the INSURED PERSON no longer falls upon the insurer of civil liability from that moment on.

#### 5.B.2. Exclusions

- 5.B.2.1. When the COMPANY considers that a transactional proposition made by the responsible THIRD PARTY is fair or sufficient or where the case offers no serious chances of success. However, the COMPANY refunds the costs and fees that the INSURED PERSON has legitimately incurred when he has acted at his own expense and he has won his case;
- 5.B.2.2. When the requested reparation involves damages that do not exceed € 125;
- 5.B.2.3. When the INSURED PERSON wishes to lodge an appeal even though the amount of damages is below € 1.250;
- 5.B.2.4. When the guarantee of "civil liability" is not granted

### 5.C. THIRD PARTY insolvency

#### 5.C.1. Guarantee

When a THIRD PARTY, responsible for a claim in which the COMPANY has taken part under legal protection, is insolvent and as long as this insolvency has been declared by a forced order of execution, the COMPANY takes the place of this THIRD PARTY by paying the INSURED PERSON the damages due to him, within the limits set out in the Special Conditions.

### 5.D. Other terms

The guarantees of "legal protection" and of "THIRD PARTY insolvency" are not effective when the INSURED PERSON is the victim of a claim as owner, owner without usufruct, usufructuary, holder or driver of a self-propelled land vehicle, a motor boat, a yacht, or an aerial vehicle.

Furthermore, when the claim calls for application of the Civil Liability or Legal Protection guarantee, the INSURED PERSON must:

- appear at hearings, fulfil, where the civil liability is concerned, the legal deeds of the case as seen fit by the COMPANY;
- provide the COMPANY with all judicial and extrajudicial deeds within 48 hours of their notification;
- abstain from acknowledging any liability, simple acknowledgement of the facts' material nature and first aid not being considered as such. The fact of not complying with these obligations could result in the COMPANY not being bound to compensate the INSURED PERSON.

However, the COMPANY cannot refuse the guarantee if the INSURED PERSON proves not to be at fault in the failure to respect his obligations and puts right his omission as soon as possible. Even if these conditions are not fulfilled, the guarantee is excluded only in so far as the harm that the omission has caused the COMPANY.