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## EUROP ASSISTANCE

Prior Notice: We (Europ Assistance Belgium) will not provide cover or take responsibility for any performance, pay compensation or provide any benefit or service as described in the policy if this would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or of the United States of America.

For more information, please refer  
<https://www.europ-assistance.be/territorial-limitations-business>

### Preamble

The general terms and conditions set out in detail below define all the assistance services provided by EUROP ASSISTANCE (Belgium) and ING VISA GOLD NEW contract.

### 1. Conditions of application

#### 1.1 General definitions

##### The insurer

Europ Assistance Belgium, VAT BE 0738.431.009 RPM Brussels, 47 Cantersteen, 1000 Brussels, Belgian subsidiary of Europ Assistance SA, Insurer under French law with registered office at 2, rue Pillet-Will in 75009 Paris, France (451 366 405 RCS Paris), authorised under code number 0888 for the branches 1, 9, 13, 16 and 18 under supervision of the Belgian National Bank, 14, boulevard de Berlaimont, 1000 Brussels and recognized to exercise branches 1, 9, 13, 16 and 18 in Grand Duchy of Luxembourg.

##### The policyholder

ING Luxembourg S.A., with registered offices at 26, Place de la Gare, L-2965 Luxembourg, registered in the trade register of Luxembourg under code number B 6041.

##### The insured

Persons insured (Hereinafter referred to as "insured") domiciled and habitually reside in one of the countries indicated under Article 1.2.1:

- The cardholder ING VISA GOLD NEW
- The legally married couple or couple living together, and the unmarried partner of the cardholder ING VISA GOLD NEW as stipulated in the Luxembourg law of 9 July 2004 related to the legal effects of partnership
- Each person living with the cardholder ING VISA GOLD NEW;

- The unmarried children (militiamen, students..) of the cardholder ING Visa Gold residing elsewhere than the cardholder are also insured.

- The unmarried child of the cardholder ING VISA GOLD NEW under 25 years old, domiciled in a country of Europe in case of divorced or separated parents

- Each person traveling free of charge (excluding hitch-hikers) in case of a road accident, breakdown, theft or car-jacking of the insured vehicle.

#### Insured vehicle

The vehicle in order of technical control and identified by its registration plate under the special terms and conditions: each two-wheeled vehicle, vehicle used for tourism and business purposes, all purpose vehicle, motor-home, van which the maximum authorised mass (MAM) does not exceed 3,5 tons of the cardholder ING VISA GOLD NEW

The trailer towed by the vehicle mentioned in the special term and conditions: the trailer for luggage (max 750 Kg), the trailer for a yacht (5.1.2.11), the non-site caravan or camping car, the MAM of which does not exceed 3,5 tons or of which total length does not exceed 6 metres.

#### Guaranteed habitation

Domicile of the cardholder ING VISA GOLD NEW. For the services mentioned in article 6, the guaranteed habitation is extended to the second residence of the insured, as far as the second residence is located in Europe.

#### Domicile

The place where the insured is entered on the population register or on any other comparable administrative register.

#### Country of residence

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

#### Country of origin

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

#### Illness

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

#### Accident (person)

A sudden and fortuitous event, unintended by the victim, which produces an injury that can be objectively certified.

#### Accident (vehicle)

Any collision or impact with a stationary or mobile body, overturning, coming off the road or fire making it impossible to use the vehicle under normal safety conditions as defined by the rules of the road

#### Breakdown

All mechanical, electrical, electronic or hydraulic defects affecting the vehicle and preventing it from being used normally. Also covered: burst tyres, loss of keys and fuel errors (with the exception of an empty fuel tank).

#### Loss

Random event, entitling victim to coverage under this policy.

**Excess**

Part of the indemnity to be paid by the insured.

**Luggage**

Personal effects brought by the insured or transported on board the insured 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 or cattle.

**Hotel costs**

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

**1.2 Geographic definitions**

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

The countries of the European Community, plus Norway, Monaco, Andorra, Liechtenstein and Switzerland.

The islands and departments situated outside the European continent are excluded.

**1.2.2 Countries regarded as countries of origin**

The countries of the European Community plus Norway, Monaco, Andorra, Liechtenstein and Switzerland.

The islands and departments situated outside the European continent are excluded.

**1.2.3 Geographic scope of assistance services**

a) Assistance to persons (Chap. II) and Travel assistance (Chap. III)

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

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

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

D/E = both in the country of residence and abroad with the exception of the excluded countries (mentioned below).

b) Countries in which assistance with vehicles applies (Chap. V)

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

D = in the country of residence of the insured, as defined under Article 1.1, the insured being the habitual driver of the insured vehicle;

E = abroad, namely in the countries listed below, with the exception of the excluded countries (mentioned afterwards) and of the country of residence of the insured, who is the habitual driver of the insured vehicle: Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic (European part), Denmark, Estonia, Finland, France except the overseas territories, Germany, Gibraltar, Greece and islands, Hungary, Ireland, Italy and islands, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal except for Madeira, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (except for Canary Islands), Sweden, Switzerland, Turkey (European part), Ukraine, United Kingdom, Vatican.

c) Countries excluded from all assistance services as regards both persons and vehicles

- Countries or regions in a state of war or civil war, or where security is threatened by insurrections, riots, popular agitations, acts of terrorism, restrictions on the free circulation of persons and goods, strikes or other

fortuitous events impeding performance of the agreement, are excluded from cover, even if they are mentioned in the list of countries covered. The situation in the excluded countries can change depending on internal or international evolutions in the countries where the insurer operates. In that respect, the insurer will follow the advice and recommendations of the Ministry of Foreign Affairs.

- Are not covered: countries, regions or areas for which the authorities of the country of permanent residence have issued a general travel ban or for which travel is forbidden for any other reasons than essential travel. Are also not covered: the countries of destination that have issued an entry ban for the subjects of the country/ies of which the beneficiaries of this policy have the nationality.

- The covered countries (or one or more of their regions) can fall under a sanction policy issued by the United Nations, the European Union, or any other applicable sanction, which prevents us from executing all or part of our contractual obligations. The list of countries and regions affected can change over time and can be consulted at all times on <https://www.europ-assistance.be/territorial-limitations-business>

- Are excluded: North-Korea, Syria, Crimea, Iran, Venezuela, Belarus, Myanmar, Afghanistan, Russia and the Donetsk and the Luhansk regions.

**Territorial limitations:**

- For citizens of the United States who travel to Cuba, the execution of assistance services or payment of services is subject to the presentation of evidence that the travel to Cuba complies with the United States legislation. The notion 'citizen of the United States' refers to any person, regardless of where they are, who has American citizenship or who usually resides in the United States (including Green Card holders).

**1.3 Miscellaneous conditions**

**1.3.1 Nature and duration of trips covered abroad**

All private and business trips are covered. In case of business trips, administratif, commercial or cultural activities only are covered. Dangerous activities such as acrobat, tamer or diver are excluded. Following professional activities are also excluded: rising roofs, ladders or scaffoldings; raids in wells, mine-shafts or quarries; manufacture, use or manipulation of fireworks or explosives.

This contract covers travelling abroad. If the journey abroad lasts more than three consecutive months, the events giving rise to the services guaranteed are exclusively those that occur before the expiry of the first three months. Return trips lasting less than 15 days will not be considered as an interruption of the three-month period.

**1.3.2 Replacement vehicle**

§ 1 Where a replacement vehicle is provided under this contract, the insurer will make available, within the limits of local availability, a vehicle corresponding to category B of car hire companies. The insurer will refund to the insured the taxi costs he incurs fetching and returning the replacement vehicle.

§ 2 The insured undertakes to comply with the hire company's general terms and conditions when the replacement vehicle is made available to him. He will pay the costs arising from the use of the rented vehicle after the period covered, fines, fuel costs, tolls, additional insurance and the insurance excess for damage caused to the vehicle.

**1.3.3 Tickets**

If the insurer transports or repatriates the insured, the tickets covered (unless otherwise advised by a doctor) are either train or aeroplane tickets, depending on local options. If the distance to be travelled is less than 1 000 km, first class train tickets only will be issued.

### 1.3.4 Service provider

The insured may at all times refuse the service provider the insurer sends him (e.g., the breakdown service, repair technician, transporters). In this case, the insurer will propose to the insured other service providers in the neighbourhood within the limits of local availability.

The work and repairs of the service provider are subject to the agreement and control of the insured. It is advisable to ask for a quote beforehand regarding the costs for repairs and spare parts not covered by the insurer.

The service provider bears sole responsibility for work or repairs carried out.

### 1.3.5 Assistance on request

Under certain conditions to be agreed in advance, the insurer will place his resources and experience at the disposal of the insured in order to help the insured, even when the assistance of the insurer is not guaranteed by the contract. The insured must pay all costs. Please consult our services.

### 1.4 Accessibility of our services

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

Phone : + 32.2.541.90.19.

E-mail : help@europ-assistance.be

Fax: + 32.2.533.77.75

## 2. Assistance to persons in the event of illness, injury, and death

The services in part 2 apply in the event of illness - injury - death of a policyholder while travelling.

- The services of the insurer cannot be a substitute for interventions of public services, especially emergency aid.
- If the insured is ill or injured while travelling, he should first contact local help (ambulance, hospital, doctor) and then give the insurer the name and address of the doctor that is treating him.

### 2.1 Visit to the hospitalized person (D/E)

When the insured are hospitalized while travelling and are not accompanied by a close relation and the doctors do not allow his transport or repatriation within 5 days of his hospitalization:

- the insurer organizes and pays for the round trip travel of a close relation of his choice from one of the countries mentioned in 1.2.2 to enable them to come to his bedside;
- the insurer books them a hotel room located near the hospital dependent on local availability and pays the hotel costs up to a limit of 100 EUR per night for 10 nights maximum for the length of the hospitalization.

If the hospitalized person is under 18 years old, the stay of maximum 5 days is not required and the father and mother can come to his bedside the same way, the transport costs are for the insurer.

### 2.2 Transport/repatriation of the ill or injured person (D/E)

When the insured is hospitalized following an accident or an illness which occurred while travelling and the doctor that treats him on-site allows his transport or repatriation, the insurer organizes and pays for a few medical requirements:

- either the insured returns to his domicile or to a suitable hospital near his domicile;
- either the insured returns to his country of origin or place of residence of his spouse, father, mother or children or to a suitable hospital near this place of residence.

Depending on the medical requirements, transport will be made under medical supervision and by light sanitary vehicle, ambulance, sleeping car, train in first class (couchette or seat), airliner or air ambulance. Only the medical interest of the insured and adherence to the sanitary regulations in force are taken into consideration to halt the decision of transport and the means used for the transport.

The final decision concerning the repatriation of the insured belongs to the doctors of the insurer, after consulting the local doctors and if necessary, the usual attending physician. If the insured refuses to follow the decision considered to be the most expedient by the doctors of the insurer, the insured explicitly relieves the insurer of all responsibility.

If the medical safety of the insured requires a primary transport to local health care facilities before his return to facilities near his domicile, the insurer also organizes and pays for this primary transport.

If the insured wishes, the medical service of the insurer will reserve him a bed in the department where his hospitalization is scheduled.

### 2.3 Accompaniment of the ill or injured person (D/E)

When the insured is transported or repatriated by the insurer according to art. 2.2, the insurer organizes and pays for the return of a person travelling with the insured or comes to the insured' bedside according to art. 2.1 to the place where he is repatriated to according to art. 2.3. Depending on the opinion of the medical service of the insurer, the person accompanying the insured will return with him or separately.

If the person accompanying the insured during transport or repatriation wishes to return to their place of residence located in one of the countries defined in art. 1.2.2 afterwards, the insurer organizes and pays for their return to their place of residence.

### 2.4 Return of other policyholders (D/E)

If the transport or repatriation of the insured under the conditions prescribed in art. 2.2 prevents other policyholders from continuing their travel by the means provided for initially:

- either the insurer organizes and pays for their return from the place of immobilization to their domicile;
- or the insurer covers the costs of the continuation of their trip, up to a limit of the costs that he would agree to pay for their return home.

### 2.5 Replacement driver (D/E)

When the insured driver passes away while travelling or can no longer drive the insured vehicle following an illness or injury and if no other policyholder can replace them as driver:

- the insurer covers the salary and the travelling expenses of the driver whose mission is to bring back the vehicle to the domicile of the policyholder, habitual driver of the vehicle, by the most direct itinerary;
- the other return trip expenses (hotel costs, restaurant, fuel, tolls, maintenance or repair of the vehicle, etc.) remain at the expense of the insurer.

The insured vehicle must be in running order and conform to official regulations.

### 2.6 Assistance in the event of death (D/E)

§ 1. If the insured passes away while travelling and the burial or cremation is to take place in the home country or in their country of origin of the insured, the insurer organizes the repatriation of the mortal remains from the hospital or the morgue to the home country or country of origin. The insurer takes care of:

- the costs of funeral treatment and casketing;
- the costs of the coffin and other special arrangements required for their transport up to a limit of 1,500 EUR;

- the costs of transporting the coffin but excluding the costs of the ceremony and burial.

§ 2. If the family of the insured wishes to have the mortal remains repatriated to a country other than the home country or country of origin, the insurer agrees to organize this repatriation and covers the costs up to a limit of disbursements that he would agree to as stipulated in § 1.

§ 3. If the burial or cremation took place in the country where the insured passed away, the insurer covers the following costs, up to the limit of all the disbursements that he would agree to as stipulated in § 1:

- the costs of funeral treatment and casketing;
- the costs of the coffin and funeral urn up to a limit of 1,500 EUR;
- the costs of transport on-site of the mortal remains excluding the ceremonial costs;
- the costs of repatriation of the urn to the home country or country of origin;
- a round trip ticket from one of the countries stipulated in art. 1.2.2 enabling a member of the family even a second cousin to go there.

§ 4. If the death of the insured prevents other insured, travelling with him to return to their home country by the means initially provided for, the insurer organizes and pays for the return of the other insured to their domicile.

### **2.7 Sending of eyeglasses, prosthesis, medications (E)**

When the insured is travelling and do not find similar or equivalent eyeglasses, prosthesis or medications and on the condition that they are indispensable and prescribed by a practitioner, the insurer orders them in the home country of the insured based on the indications of the insured and dispatches them to the insured by the means of the choice of the insurer. This service remains subject to the accord of the doctors of the insurer, local legislation and that the equivalent of the price of the object in EUR is to be remitted to the insurer in advance in Belgium by the means of the choice of the insured. The insurer pays the shipping costs of these objects, the purchase price remains at the expense of the insured.

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

The coverage of the insurer of the return home of the insured also includes the costs of transport of the luggage that he sends under the guarantee of a waybill delivered by a professional forwarder. The insurer declines all responsibility in the event of loss, theft or damage to luggage left inside the vehicle that he transports.

### **2.9 Mountain accidents: search costs (D/E)**

The insurer reimburses the insured, up to a limit of 5,000 EUR maximum, the costs of search and rescue, in the event of an accident on marked ski slopes open to skiers at the time of the accident. The insurer refunds the insured up to a limit of 5,000 EUR the costs of search and rescue operations in exposed mountain areas in order to save the life or body of the insured from damage if the rescue results from a decision taken by local authorities or official emergency rescue services.

Besides the bill of expenses, the insurer asks for an attestation of costs from the emergency rescue services or the local police force certifying the identity of the accident victim.

### **2.10 Mountain accidents: rescue costs (D/E)**

In the event of an accident on marked ski slopes open to skiers at the time of the accident, the insurer covers the costs of bringing the insured from the place of the accident to the nearest hospital.

### **2.11 Complementary reimbursement of medical expenses incurred abroad (E)**

When the insured is not affiliated with the National Health Service or any other equivalent health insurance in his home country, or when he is not in conformity with the regulations of the National Health Service or health insurance (notably if his subscriptions are not in order), the insurer will not intervene for medical costs.

§ 1. The complementary reimbursement covers care received abroad following an illness or accident which occurred while travelling and having an unforeseeable nature and without previous history.

§ 2. The complementary reimbursement intervenes after depletion of the indemnities to which the insured can claim for the same risks from social security, National Health Service and/or any other provision or insurance institution. The coverage of medical expenses stops when the repatriation of the insured is over or when he refuses or defers the offer the insurer to repatriate him.

§ 3. The medical costs incurred abroad that qualify for our complementary reimbursement are the following:

- medical and surgical fees;
- medications prescribed by a doctor;
- urgent minor dental care up to a limit of 200 EUR per person;
- hospital costs;
- costs of an ambulance ordered by a doctor for a local trip.
- Costs of prolonging the patient's stay at the hotel by doctor's orders, up to a limit of 100 EUR per day, during maximum 10 days, if the ill or injured person can not return to their home country on the initially scheduled date.

§ 4. The complementary reimbursement of medical costs cited in § 2 and § 3 is guaranteed up to a limit of 100 000 EUR per person and per year of insurance. Reimbursement will be made based on the following vouchers:

- A detailed medical report from the prescribing physician that is treating you abroad;
- Detailed accounts from social and/or insurance institutions that justify the reimbursements obtained as well as copies of invoices and bills;
- If the National Health Service or any other contingency or insurance agency refuses to intervene, the insured sends the the attestation of refusal and the original proofs of the disbursements to the insurer.

Reimbursement will be made with the deduction of an excess of 75 EUR per claim. For urgent minor dental care an excess of 50 EUR is in application.

### **2.12 Advance for hospital costs (E)**

When the insurer makes an advance of the guaranteed costs to the hospital as mentioned in art. 2.11§ 3, the insurer sends the insured the health bills for which he has advanced the costs. It is incumbent on the insured to send them to his social security office and/or any other insurance institution and to reimburse the insurer the deterrent fee that they pay the insured.

The costs of transaction are at the expense of the insured.

### **2.13 Primary transport (D)**

In the event of accident or illness which occurs while travelling in the home country of the insured, the insurer pays the costs of the primary transport (ambulance) of the insured up to a limit of 125 € after the intervention of the National Health Service or health insurance.

**2.14 Ski-pass and ski lessons (D/E)**

If the condition of the ill or injured insured leads to hospitalization for more than 24 hours and/or a repatriation organized by the insurer, their ski-lift pass as well as ski lessons will be reimbursed prorata for the time that they could not be used. The reimbursement of the insurance company is limited to 200 EUR incl VAT for the whole coverage.

**2.15 Pet (E)**

In the event of accident or illness of an animal (dog or cat) that accompanies an insured, with vaccinations in order, the insurer pays the veterinary costs up to a limit of 75 EUR maximum upon presentation of original receipts.

The same as for the repatriation of an insured that is ill or injured, the insurer will also cover the costs of the return of the domestic animal (dog or cat) left unguarded if no other insured can take care of it.

**3. Travel assistance**

**3.1 Loss or theft of travel documents and travel tickets (E)**

§ 1. If identification papers (identity card, passport, driving licence) are lost or stolen while travelling, the insurer advises the insured about the steps that need to be taken.

The insurer covers the administrative costs for the renewal of the papers of the insured as well

as the transport costs to carry out the necessary administrative measures up to a limit of 500 EUR max. The insured must supply the insurer with original receipts for his expenses.

§ 2. If travel tickets are lost or stolen while travelling, the insurer places at the service of the insured to order at his expense the necessary tickets to continue his trip.

**3.2 Loss or theft of luggage (E)**

If the luggage of the insured is lost or stolen while travelling and under the condition that he has reported it to the local authorities, the insurer organizes and pays for the sending of a suitcase containing personal belongings. The insurer comes to pick up this suitcase at the domicile of the insured to send it to the place of stay of the insured.

**3.3 Early return because of hospitalization of close family (D/E)**

§ 1. When the spouse, father, mother, father-in-law, mother-in-law or child older than 18 years old of the insured is unexpectedly hospitalized in one of the countries listed in articles 1.2.1 and 1.2.2 for more than 5 days while the insured is travelling and the local doctor certifies that the seriousness of the condition of the patient justifies his presence at their bedside, the insurer organizes and pays for:

- either the one-way return to the country of the hospitalization of all insured that have the same required family relationship with the patient as well as the minors that accompany them. The cost of this return is only covered by the insurer up to the limit of the cost of the return to his/their domicile.
- or round trip tickets for certain insured that have the required family relationship up to the limit of the total cost of the tickets to return in accordance with the preceding paragraph. The return at the cost of the insurer must occur within 15 days of their outward journey at the latest.

§ 2. If in the framework situation described in article 3.3. §1, the insured must abandon his insured vehicle on-site and none of the persons which accompany him can drive it and he will not be returning there, the insurer sends a driver to bring it back to the domicile of the insured under the same conditions as in art. 2.5.

**3.4 Early return in case of hospitalization of your child under 18 years old (D/E)**

§ 1. When the child of the insured under 18 years of age must be unexpectedly hospitalized in one of the countries listed in articles 1.2.1 or 1.2.2 for more than 48 hours while the insured is travelling, the insurer organizes and pays for his return to his home country. If the child is hospitalized in a country other than the home country of the insured, the insurer organizes and pays for his trip to that country up to the limit of the cost of his repatriation to his home country.

§ 2. If, as part of the situation described in article 3.4. §1, the insured must abandon his insured vehicle on the spot and none of the persons that accompany him can drive it and he will not be returning there, the insurer sends a driver to bring it to the domicile of the insured under the same conditions as in art. 2.5.

§ 3. If the insured cannot rejoin his child immediately, the insurer keeps the insured informed about the progress of the child's health.

**3.5 Early return following a death (D/E)**

§ 1. When a member of the family (your spouse, parents, parents-in-law, children, children-in-law, brothers, brothers-in-law, sisters, sisters-in-law, paternal and maternal grandparents, paternal and maternal grandparents of your spouse, grandchildren and grandchildren of your spouse) of the insured passes away unexpectedly while the insured is on a personal trip, the insurer organizes and pays for the one-way return to the home country or the country of origin of all insured that have this same required family relationship with the deceased. A death certificate emanating from the local authorities and that justifies the family relationship must be sent to the insurer as quickly as possible.

§ 2. If certain insured persons having the family relationship with the deceased in question in §1 prefer to remain on-site, the insurer makes available one or more round trip tickets to the other insured with the required family relationship up to the limit of the total cost of the one-way tickets to return that the insurer would have covered the cost of according to the preceding paragraph. The return at the cost of the insurer must be made within 7 days of the funeral.

§ 3. If the funeral of the deceased takes place in a country other than the home country or country of origin of the insured and if he wishes to attend, the insurer intervenes up to a limit of the costs that the insurer would have agreed to cover if he paid for a one-way return to the domicile of the insured.

§ 4. If, under the circumstances described in article 3.5 §1, the insured must abandon his insured vehicle on-site and none of the persons that accompany the insured are able to drive it and the insured will not return on-site, the insurer sends a driver to bring it to the domicile of the insured under the same conditions as in art. 2.5.

**3.6 Early return because of a serious accident to the domicile (D/E)**

If the presence of the insured is required, when his domicile is seriously damaged as the result of a fire, water damage, storm, hail, explosion, implosion or theft with forcible entry while the insured was travelling, the insurer organizes and pays for the transport of a insured to enable them to return to their domicile and then return, if necessary, to the place of stay. The return to their place of stay should be made within 15 days.

The proof of accident emanating from local authorities must be sent to the insurer as quickly as possible.

### 3.7 Transmission of urgent messages (D/E)

If the insured is unable to contact a person in one of the countries listed in article 1.2.1, the insurer transmits the urgent national and international messages of the insured following a serious incident (illness, injury or accident) at his cost.

The contents of the message cannot engage our responsibility and must abide by Luxembourg and international legislation.

### 3.8 Advance of money (E)

If the insured has made a request for assistance covered by the present contract and if the insured is confronted with unexpected expenses, the insurer makes the amount that the insured needs in foreign currency available to him at his request up to a limit of 2,500 EUR maximum. A guarantee of reimbursement will be required before these funds are advanced.

### 3.9 Assistance interpreter (E)

When the insured benefits from a guaranteed assistance abroad, the services or the correspondants of the insurer will help him if the insured has serious problems understanding the language spoken in the country where he is.

### 3.10 Assistance in the event of legal proceedings (E)

If the insured is the subject of legal proceedings abroad following a traffic accident, the insurer advances him, from the setting up of a guarantee or deposit an equivalent amount in his favour:

- the amount of the bond required by the authorities, up to a limit of 12,500 EUR maximum per insured that has proceedings instituted against them. For the application of this service, the insurer asks the insured for a certified copy of the ruling of the authorities.
- the fees of a lawyer that the insured has freely chosen abroad, up to a limit of 1,300 EUR maximum.

The insured commits to reimbursing the insurer these advances at the latest 30 days after the payment of the insurer

The insurer does not intervene for judicial continuation in the home country of action taken against the insured while abroad.

## 4. Travel information assistance

### 4.1 Our Info Service: how do I reach them?

The Travel Information Service of the insurer is open from Monday to Saturday from 9am to 6pm (Belgian time), except bank holidays. It will inform you about questions concerning:

- passports;
- vaccines;
- climates;
- sanitary conditions of the country;
- hotels;
- touristic interest (monuments, museums, archeological sites, etc.).

This information is obtained and supplied exclusively by telephone. Certain questions may require some time to answer.

The insurer is by no means responsible for the interpretation or use that the insured will make of the information received. Information is given in French, Dutch or English

## 5. Assistance to immobilized insured vehicles and passengers in the event of breakdown, accident or vehicle theft

### 5.1 Vehicle(s)

#### 5.1.1 Special application conditions

##### Vehicle registration

The vehicle must be registered in one of the countries of the European Community, plus Norway, Monaco, Andorra, Liechtenstein and Switzerland.

##### Investitive facts

The services cited in article 5.1.2 are applicable in the event of breakdown, accident, theft, attempted theft or act of vandalism to the insured vehicle.

##### The insured

The physical person defined in article 1.1 as the habitual driver of the insured vehicle and the passengers.

#### 5.1.2 Guarantees

##### 5.1.2.1 Breakdown service/ towing/ transport in the home country (D)

§ 1. When the insured vehicle of the insured is immobilized in his home country, the insurer organizes and pays for the sending of a breakdown mechanic. If the vehicle of the insured is not repairable on-site, the insurer organizes at his cost:

- If your vehicle is repairable on the day of the call:
  - the towing of the vehicle to the nearest garage or, if the vehicle is under manufacturer's guarantee, to the manufacturer authorized garage nearest to the place of immobilization;
  - the transfer of the immobilized driver and passengers to the garage where the vehicle is taken.
- If the vehicle is not repairable on the day of the call:
  - the towing of the vehicle to the garage that the insured has specified to the insurer in his home country;
  - the transfer of the immobilized driver and passengers either to the garage where the vehicle is taken or to the domicile of the insured.

§ 2. If the insured called a breakdown mechanic without the intervention of the insurer, the insurer refunds the insured the costs of breakdown service/towing up to a limit of 200 EUR per breakdown service.

§ 3. The costs of repairs and supplied parts remain at the expense of the insured.

##### 5.1.2.2 Breakdown service/towing/transport abroad in the event of immobilization of the vehicle for less than one day (E)

§1. When the insured vehicle is immobilized abroad and repairable in the day, the insurer organizes and pays for the sending of a breakdown mechanic. If the vehicle is not repairable on-site, the insurer organizes at his cost:

- the towing of the vehicle to the nearest garage or if the vehicle is under manufacturer's guarantee, to the manufacturer authorized garage nearest to the place of immobilization;
- the transfer of the immobilized driver and passengers to the garage where the vehicle is taken.

§ 2. When the insured called a breakdown mechanic without our intervention, the insurer refunds the insured the costs of breakdown service/towing up to a limit of 200 EUR per breakdown service.

§ 3. The costs of repair and supplied parts remain at the expense of the insured.

The insurer searches for and sends the insured, at his cost, the parts that are indispensable to the smooth operation of the insured vehicle if the garage owner cannot find them locally. The price of the parts remains at the expense of the insured.

#### 5.1.2.3 Dispatch of spare parts (D/E)

The insurer searches for and sends the insured, at his cost, the parts required for the smooth operation of the insured vehicle if the garage owner cannot find them locally. The insured commits to reimburse the insurer for them at the price incl VAT in force in the country where the insurer purchased them. Every ordered part is owed.

If the price of the parts exceeds 500 EUR, the insurer will ask for them to be paid for in advance.

The unavailability of parts in the home country and the discontinuation of production by the manufacturer constitute a case of force majeure which may delay or render the execution of this commitment impossible.

#### 5.1.2.4 Lodging and transport of the immobilized driver and passengers while waiting for repairs of more than one day (E)

§ 1. When the insured vehicle is not repairable during the day, the insurer offers the insured the choice:

- either the insurer contributes to the hotel costs for 2 nights up to a limit of 100 EUR inc.VAT per night of the insured, while waiting for repairs;
- or, if the insured wishes to continue his trip without waiting for the repairs to be finished: the insurer organizes and pays for all the immobilized persons (driver and/or passengers) up to a limit of 300 EUR maximum:
  - contingent on local availability, a means of transport of your choice enabling the immobilized driver and/or passengers to arrive at the destination, and
  - the return of the driver to the place of immobilization of the vehicle in order to recover the repaired vehicle.

The services mentioned above do not apply if the insured benefits from a replacement vehicle in accordance with article 5.2.

§ 2. Once accorded, the covering of the costs mentioned in §1 remain acquired by the insured even if it turns out later that the vehicle cannot be repaired.

#### 5.1.2.5 Repatriation of the immobilized vehicle for more than 120 hours abroad (E)

§ 1. If the insured vehicle is not repairable abroad within 120 hours (lead time according to mechanics quote) from the date of the immobilization of the insured, the insurer offers the insured the choice:

- either the insurer proceeds at his cost with the repatriation of the insured vehicle to the garage near the domicile of the insured that he has specified to us;
- or, if the insured prefers to have it repaired on the spot, abroad: the insurer puts a replacement vehicle at the disposal of the insured for a maximum duration of 5 days, contingent on local availability. The costs of the replacement vehicle, hotel, local transport and other expenses are limited to a maximum of 400 EUR incl VAT. If the insured is no longer on-site when the vehicle is repaired, the insurer provides the insured with a ticket so that he can recover it himself.

- or, if the insured decides to abandon the wreck of his vehicle on the spot, the insurer handles the formalities of its legal abandonment as well as the costs of guarding it before the abandonment for a maximum of 10 days.

§ 2. The repatriation service of the vehicle described in § 1 will not arise when the vehicle is:

- assessed as a total loss (technically irreparable);
- assessed as an economic loss (the costs of repair are greater than the catalogue value according to the Eurotax "purchase" listing);
- the catalogue value according to the Eurotax "purchase" listing or the salvage value is less than the cost of repatriation;
- destined for demolition.

In this case the insurer handles the formalities of its legal abandonment.

#### 5.1.2.6 Repatriation of the driver and passengers immobilized for more than 120 hours abroad (E)

If the insured vehicle benefits from one of the services stipulated in article 5.1.2.5, the insurer proceeds with repatriation of the immobilized driver and/or passengers according to the following options:

- Either they wish to be repatriated without waiting: the insurer organizes and pays for their return to his/their domicile;
- Or they wish to continue their voyage and be repatriated afterwards:
  - the insurer organizes and pays for a means of transport of their choice enabling the immobilized driver and/or passengers to arrive at the destination up to a limit of 300 EUR maximum for all these persons and
  - the insurer organizes and pays for the return of the immobilized driver and/or passengers to his/their domicile as long as it is located in one of the countries mentioned in 1.2.1. The trip continuation service does not apply if the insured has chosen to have his vehicle repaired on-site, abroad as described in article 5.1.2.5.

#### 5.1.2.7 Assistance in the event of theft of the insured vehicle (D/E)

§ 1. When the insured vehicle is stolen while travelling, the immobilized driver and passengers have the right to the following services:

- if the vehicle is found damaged within 24 hours of the declaration of the theft to the authorities and if the immobilized driver and passengers wait there for the repairs to be completed, article 5.1.2.4 is in application;
- if the vehicle is not found within 24 hours of the declaration of the theft to the authorities, we organize and pay for the return of the immobilized driver and passengers to their domicile. For repatriation from abroad, article 5.1.2.6 is in application.

§ 2. If the insured vehicle is stolen during a trip and is found within 6 months of the date of the declaration of theft to the authorities, the insured has the right to the following services:

- If the insured vehicle is in running order and conforms to official regulations for driving on the highway and the insured is no longer on-site to recover it, the insurer sends a driver. Their mission is to bring the vehicle to your domicile by the most direct itinerary. The insurer covers the costs of their salary and travel expenses.

The other costs (fuel, tolls, maintenance or repair of the vehicle, etc.) remain at the expense of the insured.

- When the insured vehicle is found out of order or damaged, the insurer applies the intended services in the same way as the present chapter (breakdown service, towing, sending of parts, repatriation, guarding).

§ 3. However, the services stipulated in § 1 and § 2 do not apply when the vehicle is stolen within a radius of 5 km from your domicile. The place of theft is that which appears in the declaration of theft to the authorities.

#### 5.1.2.8 Guarding costs (E)

When the insurer transports or repatriates the insured vehicle, he covers the costs of guarding it from the day of the transport request to the day it is taken away by his transporter.

**5.1.2.9 Transport/ repatriation of luggage (E)**

When the insurer proceeds with the return to the domicile of the insured following the theft or immobilization of the insured vehicle, the immobilized driver and passengers benefit from the services stipulated in article 2.8.

**5.1.2.10 Assistance for the trailer or caravan (D/E)**

For the luggage trailer or the non-residential caravan mentioned in the special conditions and towed by the insured vehicle while travelling, the insurer applies the following rules depending on the circumstances:

- In all cases where the insurer transports or repatriates the insured tow vehicle, he tows, transports or repatriates the insured caravan or trailer.
- The insurer does the same when the insured tow vehicle is stolen or when the insured decides to abandon the wreck of the insured vehicle on the spot.
- In case of breakdown, accident, attempted theft or act of vandalism immobilising the insured caravan or trailer or if the insured caravan or trailer is stolen, it benefits from assistance services that are identical to those intended for the insured tow vehicle (breakdown service, towing, sending of spare parts, transport/repatriation, guarding).
- If the stolen insured non-residential caravan or trailer is found in running order within 6 months of the date shown on the declaration of theft made to the authorities and if the insured is no longer on-site, the insurer reimburses you:

- the costs of fuel and tolls to go and recover it;

- if the round trip distance from the domicile of the insured exceeds 600 kms, the costs of a hotel for one night up to a limit of 100 EUR maximum.

**5.1.2.11 Transport –repatriation of a pleasure boat (D/E)**

The insurer organizes and pays for the transport–repatriation of the pleasure boat mentioned in the special conditions and towed by the insured vehicle, under the following conditions and circumstances:

**1° Conditions**

- the boat is not larger than 6m long, 2.5m wide and 2m high
- the boat trailer is technically and legally able to carry it. If the boat trailer does not fulfil this condition or if it was stolen, the insurer can only proceed with the transport of the boat of the insured if he makes a replacement trailer available to the insurer on-site, at the expense of the insured.

**2° Circumstances**

- when the insured is transported or repatriated for medical reasons which prevent him from driving the tow vehicle and if no other insured that accompanies him can drive it for him.
- when the boat trailer or tow vehicle is transported or repatriated by the insurer;
- if the tow vehicle is stolen or when the insured abandons the wreck of the insured vehicle on-site.

**5.2 Replacement vehicle**

**5.2.1 Special application conditions**

**Vehicle registration**

This article is only in application when the vehicle is registered in of the countries mentioned in 1.2.1.

**The insured**

In derogation to the definition resumed in article 1.1, the insured affected here is the physical person, habitual driver of the insured vehicle, holder of a driving licence and older than 18 years of age.

**5.2.2 Replacement vehicle guarantees**

**5.2.2.1 Replacement vehicle in the event of breakdown or accident (D)**

§ 1. In derogation to article 5.1.2.1§1, the following guarantees are in application:

When the insured vehicle is immobilized following a breakdown or accident in the home country of the insured, the insurer organizes and pays for:

- the sending of a breakdown mechanic on-site and, if necessary, the towing of the vehicle to the nearest garage or if the vehicle is under manufacturer's guarantee, to the manufacturer's authorized garage nearest to the place of immobilization;
- the transfer of the immobilized driver and passengers to the garage where the vehicle is taken.

If the immobilized vehicle is not repairable within two hours of the on-site arrival of the breakdown mechanic of the insurer, the insurer organizes and pays for:

- the transport of the vehicle to the garage that the insured has specified to the insurer in his home country;
- the availability of a replacement vehicle for a maximum of 120 consecutive hours, in function of the local availabilities. The replacement vehicle is only supplied for the duration of the immobilization of the insured vehicle. It is covered by a global insurance with the excess remaining at the expense of the insured. The insured accepts to comply with the general conditions of the rental company (deposit, age limits, etc...)

§ 2. The availability of a replacement vehicle is excluded in the following cases:

- immobilization following a lack of maintenance of the concerned vehicle or to cover the duration of regular maintenance;
- when the insured has not called for the intervention of the insurer for the breakdown service/towing of the immobilized vehicle from the start of its immobilization.

**5.2.2.2 Replacement vehicle in the event of vehicle theft (D)**

§ 1 If the insured vehicle is stolen in the home country of the insured, the insurer organizes and pays for the availability of a replacement vehicle for a maximum duration of 120 consecutive hours, in function of the local availabilities, dating from the declaration of the theft to the authorities, and if the vehicle is not found in running order before the expiry of this time. It is covered by a global insurance and the excess remains at the expense of the insured.

The insured accepts to comply with the general conditions of the rental company (deposit, age limits and others)

§ 2 The replacement vehicle is excluded in case the insured has not made a declaration of theft to the authorities and did not give the insurer the references of the filed statement

**5.2.2.3 Replacement vehicle in the event of attempted theft or acts of vandalism (D)**

If the insured vehicle is immobilized following an attempted theft, act of vandalism or a fire in the home country of the insured, or following an accident which occurred at the domicile (fire, water damage, storm, explosion, hail, flood) of the insured, the insurer organizes and pays for the availability of a replacement vehicle for a maximum duration of 120 consecutive hours, in function of the local availabilities, dating from the day of the accident. The replacement vehicle is only supplied for the duration of the immobilization of the insured vehicle. It is covered by a global insurance and the excess remains at the expense of the insured.

The insured accepts to conform to the general conditions of the rental company (deposit, age limits, etc.).



## 6. HOME ASSISTANCE

### 6.1 Home assistance

#### 6.1.1 Medical assistance for injured policyholders

If after an accident which occurred in the guaranteed habitation (excluding illnesses) and the intervention of first aid personnel and/or the attending physician, the insured cannot be treated on-site and must be hospitalized, the insurer organizes and covers the costs of their transport by ambulance from the guaranteed habitation to the nearest hospital, under medical supervision if necessary.

After the hospitalization, the insurer organizes and covers the costs of return transport to the guaranteed habitation if the insured is not able to move themselves under normal conditions.

#### 6.1.2 Home helper

If, following an accident, the insured, father or mother of children under 18 years of age, must be hospitalized for more than 3 days, the insurer covers the costs of a home helper up to a limit of 25 EUR per day for a maximum of 8 days.

#### 6.1.3 Child-care for children under 18 years old

If, following an accident which occurred in the guaranteed habitation, an insured father or mother of children under 18 years of age, must be hospitalized for a duration of 3 days, the insurer covers the costs of child-care up to a limit of 75 EUR per day for 2 days maximum.

#### 6.1.4 Domicile uninhabitable

If the guaranteed habitation is damaged and rendered uninhabitable as a result of fire, explosion, implosion, water damage, theft, vandalism or broken windows and no longer allows the insured to abide properly, the insurer covers:

a) the hotel costs (room and breakfast) during two nights for the insured up to a limit of 100 EUR per night and per room. The insurer also takes care of booking the hotels and covers the travel costs of the policyholder if they aren't able to travel by their own means.

b) the guarding costs. If the habitation requires surveillance in order to prevent the theft of the goods that remain there, the insurer looks for a guardian to watch over the premises and covers the costs of this presence for 48 hours.

c) the transfer costs of home furnishing. The insurer looks for and covers the costs of hiring a commercial vehicle to be driven with an HGV licence, to enable the policyholder to remove objects remaining in the damaged habitation. This coverage is limited to 250 EUR.

d) the costs of relocation. If the habitation is not habitable within 30 days from the date of the accident surveillance, in accord with the insured, the insurer organizes and covers the costs of the transfer of home furnishings to the new place of residence in the country of residence up to a limit of 250 EUR. Nevertheless, it should make clear that the removal must be made at a maximum of 60 days after the date of the accident.

#### 6.1.5 Locksmith repair service

If following the loss or theft of their keys, the insured cannot enter the guaranteed habitation, the insurer will cover the costs of travel and repairs made by a locksmith for the sum of 150 EUR maximum. One single intervention per year will be accorded per guaranteed habitation.

## 7. General exclusions and limitations of coverage for part 2 to 6

### 7.1 Exclusions

Excluded from the coverage are:

- incidents or accidents that occur during motorized events (races, competitions, rallies, raids) in which you participate as a competitor or assistant to a competitor and generally incidents or accidents resulting from the use of a vehicle other than with care and attention (dangerous sports are not excluded);
- intentionally caused events by the policyholder;
- diagnoses and treatments ordered in the home country;
- the medical, paramedical, surgical, pharmaceutical and hospital costs of care received in the home country, whether or not resulting from an illness or accident occurring abroad or relating to a diagnosis made before traveling;
- the costs of eyeglasses, contact lenses, medical appliances and the purchase or repair of prosthesis;
- check-ups, periodical examinations for control or observation as well as the preventive medicine;
- health cures, stays and care for convalescence, rehabilitation and physiotherapy;
- esthetic and dietetic treatments, as well as all costs of diagnosis and treatment not recognized by the Social Security or equivalent in the countries mentioned in 1.2.1 such as homeopathy, acupuncture, chiropractics, etc.;
- vaccines and vaccinations;
- ambulance costs in the home country, except if they are explicitly provided for by one of the clauses of the present contract;
- repatriation for benign conditions or lesions which can be treated on the spot and do not prevent you from continuing your journey or stay;
- depressive conditions and mental illnesses except if it is a first manifestation;
- pathological conditions known before departure;
- relapses or aggravations of an illness or pathological condition that existed before traveling;
- repatriation for organ transplant;
- conditions and events resulting from the acute or chronic use of drugs, alcohol or any other substance not prescribed by a doctor and that modify behaviour;
- conditions resulting from a suicide attempt;
- the pregnancy after the 28th week for travel by airplane, except written authorization of the gynaecologist and confirmed by the doctor of the concerned airline company (this concern for the well-being of the mother and the child)
- immobilization of the vehicle for maintenance operations;
- recurring breakdowns caused by the non-repair of the vehicle (eg: defective battery, etc.) after a first intervention by us;
- import duties;
- the price of spare parts, vehicle maintenance costs, the costs of any repairs whatsoever;
- the costs of fuel, lubricants and tolls except for cases explicitly expressed in the present contract;
- the costs of diagnosis and dismantling by the garage owner;
- the costs of restaurant and drinks;
- the costs or damages related to a theft other than those provided for by the agreement.
- and, in general, all expenses not explicitly provided for in the agreement.

## 7.2 Exceptional circumstances

The insurer is not responsible for delays, breaches or difficulties which may arise in the execution of services when he is not imputable or when they are the result of a force majeure.

## 8. Provisions common to all guarantees

### 8.1 Commitments of the insurer

#### 8.1.1 Commitments

When calling upon the guaranteed services of the insurer, the insured undertakes to:

- call the insurer as quickly as possible, except in the event of force majeure, so that he can efficiently organize the requested assistance and allow the insured to list the guaranteed disbursements;
- abide by the specific obligations of the requested services and which are stipulated in the present agreement;
- answer the questions of the insurer concerning the guaranteed events precisely and send them all useful information and/or documents;
- to take all reasonable measures to prevent or diminish the consequences of the accident;
- declare to the insurer all eventual other insurances having the same objective and bearing on the same risks as those covered by the present contract;
- supply the original receipts of the guaranteed disbursements; to supply the insurer with the receipt of the declaration of theft to the authorities when the theft generates a guaranteed assistance;
- deliver over to the insurer the travel tickets not used when the insurer covered those transports.

#### 8.1.2 Non-compliance of the commitments of the insured

In the event of non-compliance of the obligations stipulated in 8.1.1, the insurer may:

- reduce the service due or reclaim his disbursements, up to the limit of his damages;
- refuse the service due or reclaim the entirety of his disbursements to the insured if the neglect of the insured was with fraudulent intent.

### 8.2 The commitments of the insurer

#### 8.2.1 Reimbursement of your guaranteed disbursements

§ 1 The insurer undertakes to reimburse the insured the disbursements guaranteed by the present contract on the basis of original receipts.

§ 2 If the insurer authorizes the insured to advance the costs of guaranteed services himself, these costs will be reimbursed to him up to the limit of what the insurer would have agreed to if he would have supplied these services himself.

#### 8.2.2 Reimbursement of call charges

The insurer covers the costs of telephone, telegram, fax, e-mail and telex that the insured has consented to while abroad to reach the insurer when his call is followed by an assistance guaranteed by the contract.

#### 8.2.3 Limitation to assistance services

The guaranteed services can in no way constitute a source of enrichment for the insured.

They are meant to help the insured when uncertain or fortuitous events occur during the period of benefit.

### 8.3 Plurality of assistance contracts

#### 8.3.1 Plurality of contracts with us

If the same risk is covered by several contracts subscribed with the insurer, the guarantees of the different contracts are not cumulable. The conditions of the contract that offers the highest coverage will be in application.

#### 8.3.2 Plurality of contracts to several insurance companies

If the same risk is covered by several insurance companies, the insured may, in the event of claim, ask for the indemnification of each insurance company, within the limits of their obligations. Except in case of fraud, none of the insurance companies can invoke the existence of other contracts covering the same risk in order to refuse their coverage. The responsibility of the claim is divided between the various insurance companies according to article 55 § 2 of the Law of 25 July 1997 for insurance contracts.

### 8.4 Legal framework

#### 8.4.1 Subrogation

The insurer is subrogated in the rights and actions of the insured against any party at fault up to the limit of the disbursements of the insurer.

Except in the event of malice, the insurer has no recourse against the descendants, ancestors, spouse and direct relatives by marriage, persons living under the roof or members of the household staff of the insured. Nevertheless, the insurer may exercise a recourse against these persons insofar as their responsibility is actually covered by an insurance contract or in the event of malice on their part.

#### 8.4.2 Acknowledgement of debt

The insured commit to reimburse the cost of services that are not guaranteed by the agreement and that the insurer consented to him as an advance within one month.

#### 8.4.3 Prescription

Any action stemming from the present agreement is prescribed within 3 years starting from the event that it resulted from.

#### 8.4.4 Jurisdictional clause

All litigation relating to the present agreement is in the exclusive jurisdiction of the Luxembourg courts.

#### 8.4.5 Contract law

The present contract is governed by the Law of 27 July 1997 for insurance contracts.

#### 8.4.6 Complaints

Any complaints concerning this agreement may be addressed to:

**Europ Assistance Belgium** f.a.o. Complaints Officer, Boulevard du Triomphe 172, 1160 Brussels (complaints@europ-assistance.be, Tel: +32 (2) 541.90.48.

Or

#### Commissariat aux Assurances :

7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg,  
E-mail caa@caa.lu, tél. +352 22 69 11 - 1

#### Association des Compagnies d'Assurances et de Réassurances :

12, rue Erasme, L-1468 Luxembourg,  
E-mail aca@aca.lu, tél. +352 44 21 44 -1,  
without prejudice to the right of the policyholder to institute legal proceedings.

#### **8.4.7 Privacy protection**

The Insurer processes data of the insured according to national and European laws and regulations. The insured can find any information on the processing of his personal data in the privacy statement of the insurer, which he can find on [www.europ-assistance.be/en/privacy](http://www.europ-assistance.be/en/privacy). This privacy statement includes the following information:

- the contact data for the data protection officer (DPO);
- the purposes for the processing of the personal data of the insured;
- the legitimate interest for the processing of the personal data of the insured;
- the third parties that may receive the personal data of the insured;
- the duration of storage of the personal data of the insured;
- the description of the rights of the insured with regards to his personal data;
- the possibility to file a complaint with regards to the processing of the personal data of the insured

#### **8.4.8 Fraud**

Any form of fraud committed by the insured person in submitting their claim or filling out the questionnaires will result in the insured person losing all rights towards the insurer. All documents must therefore be completed in a comprehensive and meticulous manner.

The insurer reserves the right to bring proceedings against a fraudulent insured person before the competent courtscontentious matter.

#### **8.4.9. Primacy of the french version**

In case of differences between the French version of the General Terms and Conditions and the version in an other language, only the French version is taken into account.