

BASIC COVERAGE

# **ASSISTANCE INSURANCE**

# Insurance Product Information Document

AG

# Travel Assistance (basic coverage)

AS

Belgian insurance company licensed under code 0079

The purpose of this product information document is to summarise the main covers and exclusions featured in this insurance policy. It has not been individually tailored to meet your specific needs, and the information contained herein is not intended to be exhaustive. The exact scope of coverage and the maximum caps will be specified in the general terms and conditions of the policy. For additional details about the selected insurance product as well as your obligations, please review the pre-contractual and contractual information provided in the policy documentation.

### What kind of insurance is this?

This is a Travel Assistance insurance policy entitling the insured(s) to a wide range of services (practical and/or financial assistance) when, due to certain incidents, they experience health or other problems abroad during a covered trip.



# What exactly is covered?

### In particular, Travel Assistance will cover:

### **Emergency Personal Assistance**

- ✓ Reimbursement, capped at €200,000, of medical, surgical and hospital expenses in the event of a hospital stay abroad;
- ✓ Reimbursement of repatriation costs in the event of an illness or accident;
- Reimbursement of the cost of extending the insured's stay for medical reasons;
- ✓ Family assistance abroad.

### Luggage, capped at €1,250:

- ✓ Burglary or violent robbery reported to the authorities;
- Loss, damage, theft or non-delivery during transit by a transport company;
- ✓ Delay of at least 12 hours in delivering the luggage to the destination (outbound trip).

### Third-Party Liability:

✓ Compensation in the event of material damage or bodily injury caused to third parties: capped at €200,000 for each type of damage.

# What is not covered?

### Common exclusions for all covers

- Any event known when the insurance policy was taken out or prior to departure;
- Any loss event arising outside the coverage period;
- oss events caused by wilful acts committed by the insured or with his/her complicity.

### Exclusions applicable to Emergency Personal Assistance

- The cost of health check-ups;
- Loss events caused directly or indirectly by a mental or nervous disorder, neurosis, psychosis, rest cure or occupational illness.

### Exclusions applicable to Luggage

- Prosthetics and medical devices, eyeglasses, sunglasses and contact lenses, camping tents and accessories, musical instruments, works of art, antiques, carpets, furniture, collectors' items and mobile phones;
- Computers, software.

### Third-Party Liability exclusions

- Loss events arising from an insured's active participation in a civil war, riot, strike, attack or act of terrorism;
- Loss events arising from the practice of the following dangerous sports: winter sports off-piste or outside designated areas, wild animal hunting.



# Are there any restrictions?

### Restrictions common to all covers

! Insurance can be taken out up to the day before departure.

## Restrictions applicable to Emergency Personal Assistance

- ! Maximum reimbursement of medical, surgical and hospital expenses = €200,000;
- ! Urgent dental treatment expenses will be covered up to €250, and up to €500 in the event of an accident;
- Deductible of €100 for medical expenses;
- ! Hotel expenses for extended stays for medical reasons will be capped at €600.

### Restrictions applicable to Luggage coverage

- ! 1st risk coverage up to €1,250;
- ! A deductible of €100 will apply per insured and per claim.

### Restrictions applicable to Third-Party Liability coverage

- ! Material damage up to €200,000;
- Bodily injury up to €200,000;
- Deductible: €250.

AG Insurance





# Where can coverage be claimed?

Anywhere in the world except for the insured's country of residence.



# What are the obligations?

- When drafting the policy, you must provide us with complete and accurate information about the risk to be insured.
- You must notify us of any changes (such as a change in household composition) made during the lifetime of the policy.
- You must take all standard precautions to prevent the occurrence of a loss event.
- You must report all loss events and their circumstances as soon as possible. You must also take all reasonable measures to minimise the consequences of the loss event.



# How and when to pay?

The premium must be paid when the policy is taken out, upon receiving the request for payment.



# When does the coverage start and end?

The coverage will take effect on the date specified in the confirmation document, at the earliest on the day following the purchase of the trip, provided that the premium has been paid.

The coverage period will be specified in the confirmation document.

The coverage will end on the return date, as specified in the confirmation document. The coverage period can never exceed 364 days.



# How can the policy be cancelled?

The contract will automatically end on its expiration date, with no formal notice given to the insured.













# Travel Assistance (Basic Package)

**General Terms and Conditions** 

This English translation has been provided as a convenience and should be used for reference purposes only. In the event of a dispute, the French and Dutch versions remain the authoritative texts.

### INTRODUCTION

### **Policy Structure**

This policy is divided into two parts:

- 1. The general terms and conditions describe the mutual duties and obligations as well as the content of the covers and exclusions.
- 2. The confirmation document (see Glossary of Terms). It supplements the applicable general terms and conditions and supersedes any conflicting provisions contained therein.

### How Are the General Terms and Conditions of the Policy Organised?

The table of contents gives an overview of the general terms and conditions of the policy, making it easy to find a specific article.

### Information or Claim

If you have any questions, comments or problems relating to your policy or a claim, feel free to contact Protections, which will do everything in its power to provide the best possible service.

### Correspondence

Unless otherwise stated, communications to us must be addressed to: Protections, Sleutelplasstraat 6, 1700 Dilbeek [Belgium] in order to be valid.

All communication and notices sent to the insured will be considered legally binding, even for the heirs or rightful claimants, if sent to the address indicate in the confirmation document or to any other address, including e-mail addresses, that we have in our records.

### **Complaints**

Without prejudice to his/her right to take legal action, the insured may submit a complaint in writing to:

Protections

Sleutelplasstraat 6

1700 Dilbeek (Belgium)

E-mail: claims@protections.be

If you remain dissatisfied with the company's final response to your complaint, you can ask the Insurance Ombudsman to formally review your case:

Insurance Ombudsman

35 Square de Meeûs

1000 Brussels

Website: www.ombudsman-insurance.be

### **Governing Law and Statute of Limitations**

This policy will be governed and construed in accordance with the laws of Belgium, particularly the Law of 4 April 2014 on insurance which specifies, among other stipulations, that the statute of limitations for any legal action deriving from the insurance contract is three years (Articles 88 and 89). The limitation period for minor-age children, banned persons and other beneficiaries rated as legally incompetent does not run until the day they come of age or the day their incapacity is lifted.



The benefits described in this document only apply if coverage has been validly taken out and is in force at the time of the claim.

# **TABLE OF CONTENTS**

INTROD	NTRODUCTION	
COVERS	3	5
GENERA	AL PROVISIONS	6
1.	Glossary of Terms	6
	1.1. The Assistance Provider	6
	1.2. The Insured	
	1.3. The Insurer	6
	1.4. The Agent	6
	1.5. The Policyholder	6
	1.6. The Confirmation Document	6
	1.7. Natural Disaster	7
2.	Validity	7
3.	Start and Duration	7
4.	Geographical Scope	7
5.	Insured Amounts	7
6.	Subrogation	7
7.	Premium Refund	8
8.	Medical Assessment	8
9.	General Exclusions	8
10	. Personal Data	8
EMERGI	ENCY PERSONAL ASSISTANCE	10
1.	Glossary of Terms	10
	1.1. Travel Companion	10
	1.2. Family Member	10
	1.3. Relatives up to 2nd Degree	10
	1.4. Illness	10
	1.5. Accident	10
2.	Ski & Surf, Adventure	10
3.	Medical and Dental Expenses	
4.	Advance Payment of Costs Incurred During Hospitalisation	
5.	Reimbursement Rules	
6.	Repatriation Following the Insured's Illness or Accident	
7.	Death of the Insured	12
8.	Family Care Abroad	12



9.	Trip Extension for Medical Reasons	12
10	O. Legal Expenses Cover for Road Traffic Accident	12
11	1. Bail Money Advance	12
12	2. Exclusions	13
13	3. Extraordinary Circumstances	13
14	4. Obligations of the Insured	13
THIRD-	-PARTY LIABILITY	14
1.	Glossary of Terms	14
	1.1. Insured	14
	1.2. Third Party	14
	1.3. Claim or Loss Event	
2.	Coverage	14
3.	Exclusions	14
4.	Reimbursement Rules	14
5.	Obligations of the Insured	15
1ST RIS	SK LUGGAGE	16
1.	Coverage	16
2.	Reimbursement Rules	16
3.	Exclusions	16
4.	Obligations of the Insured	17
HOTLINE NUMBER		18
OBLIGA	ATION OF THE INSURED IN THE EVENT OF A CLAIM	18
HOW C	AN YOU SAVE TIME?	18



# **COVERS**

### **EMERGENCY PERSONAL ASSISTANCE**

Medical expenses (exemption = €100)	€200,000
Emergency dental expenses	€250
Dental expenses following a travel accident	€500

Repatriation in the event of illness, accident or death

Family care abroad

Trip extension for medical reasons

Legal aid €1,250
Bail money advance €12,500

### THIRD-PARTY LIABILITY

Personal injury (exemption = €250)	€200,000
Property damage (exemption = €250)	€200,000

### **1ST RISK LUGGAGE**

Damage, theft or non-delivery (exemption = €100) €1,250



### **GENERAL PROVISIONS**

# 1. Glossary of Terms

### 1.1. The Assistance Provider

Touring SA/NV, 4 boulevard Roi Albert II, box 12, 1000 Brussels, RPM/RPR Brussels VAT BE 0403.471.401, referred to as "Touring" in these general terms and conditions.

The Assistance Provider provides services to the Insured on behalf of the Insurer. It receives calls and refunds the costs covered by the policy.

All communications relating to a claim under one of the above covers must be addressed to the Assistance Provider, whose contact details are given above.

The Insurer reserves the right to switch to a different Assistance Provider during the lifetime of the policy.

### 1.2. The Insured

The insured persons are the natural persons named in the confirmation document, and who live in the same household or book a trip together provided that their home is located in a Member State of the European Economic Area (EEA).

### 1.3. The Insurer

- AG Insurance (a.k.a. AG) SA/NV 53 boulevard E. Jacqmain, 1000 Brussels RPM/RPR Brussels VAT BE 0404.494.849 Belgian insurance company licensed under code 0079, under the supervision of the National Bank of Belgium, 14 boulevard de Berlaimont 1000 Brussels referred to as "the Insurer" or "we" in the general terms and conditions.
- It takes financial responsibility for the benefits stipulated in this policy within the limits and conditions provided for therein.
- It manages Third-Party Liability claims.

### 1.4. The Agent

The Insurer is represented by Protections SRL/BV, headquartered at 6 Sleutelplasstraat, 1700 Dilbeek, Belgium (RPM/RPR Brussels 0881.262.717). Protections SRL/BV is an insurance intermediary (agent) accredited by the Financial Services and Markets Authority (FSMA - located at 12-14 rue du Congrès, 1000 Brussels, Belgium).

In the general terms and conditions, Protections is referred to as the "agent".

### 1.5. The Policyholder

Protections SRL/BV, headquartered at 6 Sleutelplasstraat, 1700 Dilbeek, Belgium (RPM/RPR Brussels 0881.262.717). In the general terms and conditions, the policyholder is referred to as "the policyholder".

### 1.6. The Confirmation Document

E-mail or other document (e.g. the travel contract) issued by the tour operator or the travel agent which includes the main details of the trip and the insurance policies taken out (contact details of the insured, the coverage taken out, a reference to the general terms and conditions and Insurance Product Information Documents [IPIDs] for the risks covered, the premium, the start and end dates of the trip].



### 1.7. Natural Disaster

A "natural disaster" is a disaster resulting from a natural event such as:

- flooding, i.e. the overflowing of waterways, canals, lakes, ponds or seas due to extreme precipitation, surface runoff if
  the soil has been infiltrated to full capacity due to rainfall, melting snow, ice or sleet, dike breaches or tidal waves as
  well as any resulting landslides or subsidence;
- a hurricane, tsunami, volcanic eruption or naturally occurring earthquake.

# 2. Validity

Travel insurance must be taken out before departure.

### 3. Start and Duration

Coverage is provided from the moment the insured leaves home until s/he returns home.

Consequently, the minimum coverage duration must always be equal to the total duration of the trip, i.e. from the day of departure from the country of origin up to and including the day of return to the country of origin.

If the insured has to extend his/her stay for medical reasons or if the period of validity is exceeded due to an unforeseen delay of a technical nature linked to the trip, the insurance remains in force without the need to pay an additional premium until the first possible opportunity to return, up to a maximum of thirty days.

Coverage is acquired once the premium has been paid to Touring or the agent. The coverage period may never exceed 364 days.

# 4. Geographical Scope

The insurance is valid worldwide.

### 5. Insured Amounts

The insured amounts represent the maximum total contribution per insured person during the coverage period.

# 6. Subrogation

Touring is subrogated to the rights of the insured against liable third parties up to the payout amount.

In accordance with Article 5.174 of the Belgian Civil Code, the insured assigns to Touring the claim s/he has against the airlines on the basis of the regulations on compensation and assistance to passengers.

If, due to an act of the insured, subrogation can no longer take effect in favour of Touring, the latter may claim back the payout proportionately to the damage incurred.



### 7. Premium Refund

A premium refund may only be granted where cancellation takes place before the effective date, i.e. the trip departure date.

### 8. Medical Assessment

Touring may appoint an advisory physician to carry out a physical examination, verify the diagnosis and its medical consequences.

### 9. General Exclusions

The following claims are excluded from the insurance:

- · claims arising from a state of alcohol intoxication, mental disorder or disorder caused by the influence of narcotics;
- · claims caused by wilful acts on the part of the insured or with his/her complicity;
- · claims arising from suicide or attempted suicide;
- · claims caused by natural disasters or epidemics, except in cases of force majeure during the trip;
- claims caused by ionising radiation other than that required by medical treatment for a covered claim;
- claims caused as a result of acts of war, terrorist actions and all kinds of attacks (the coverage remains however granted to the insured during a maximum period of 14 days from the start of hostilities when s/he is caught in such events during the trip in a country which was not at war and insofar as s/he proves that s/he did not actively participate in these events);
- claims caused by pre-existing conditions, infirmities or defects unless medical evidence can be provided to prove that a sudden external cause gave rise to a change in the syndrome or if there is no causal link between the pre-existing condition and the claim.

### 10. Personal Data

Personal data relating to an AG Insurance SA/NV insurance policy taken out with Protections SRL/BV may be processed by AG Insurance SA/NV as the data controller and/or by Protections SRL/BV as the data processor or subcontractor of AG Insurance SA/NV.

### 1) With regard to personal data processed by AG

When AG Insurance, headquartered at 53 boulevard Emile Jacqmain, 1000 Brussels and with company number 0404.494.849 (hereinafter "AG") acts as the data controller, it does so in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as the Privacy Notice of AG (accessible via the "Privacy" button on the website www.ag.be, in French and Dutch only).

AG processes this personal data for the following purposes in particular:

- the management and performance of insurance services, including the management of relations with mutual customers of the two entities, based on the execution of the policy;
- the achievement of all the purposes imposed on AG by a legal, regulatory or administrative provision, and this on the basis of said provision;
- data analysis, compilation of statistics, models and profiles, abuse and fraud detection and prevention, compilation
  of evidence, security of AG's networks and IT systems, security of property and people, process optimisation (e.g.
  risk assessment and acceptance, internal processes, etc.), new product development, as well as, where appropriate,
  profiling and decision-making on the basis of a profile for the purposes mentioned above, and this on the basis of AG's
  legitimate interest.



In certain cases, your data may also be processed subject to your consent.

Where necessary, this data may be disclosed to your insurance intermediary (Protections SRL/BV), other insurance companies involved in the claim, their representatives in Belgium, their agents abroad, reinsurance companies concerned, claims settlement agencies, a loss adjuster, a lawyer, a technical consultant or another person or body acting purely as a subcontractor of AG and in accordance with its instructions. Moreover, this data may be forwarded to any other person or body by virtue of a statutory obligation or an administrative or judicial decision.

AG is likely to transmit your data outside the European Economic Area (EEA), to a country which does not ensure an adequate level of protection of personal data. In such a case, AG offers appropriate guarantees by reinforcing IT security and by contractually requiring an increased level of security from its international counterparts. Specifically in relation to assistance outside the EEA, if AG is unable to provide such appropriate safeguards, the necessary personal data will occasionally be provided to our partners in the relevant country where you require assistance on a need-to-know basis for the performance of your policy.

The data processed is kept for the entire duration of the insurance policy, the statute of limitations and any other retention period that may be imposed by applicable legislation and regulations.

Within the limits set by applicable regulations, you have the right to view your data and, if necessary, to have it rectified or to request that it be communicated to third parties. You have the right to oppose the processing of your data, the right to request the limitation of the processing of this data, as well as the right to its erasure. In these cases, AG may find it impossible to maintain the contractual relationship.

You can exercise your rights by means of a dated and signed request, accompanied by an identification document or other means of identification, to be sent by post to AG, Data Protection Officer, 53 boulevard Emile Jacqmain, 1000 Brussels [Belqium] or by e-mail to: AG\_DPO@aqinsurance.be.

You can obtain more information from the same address, as well as in AG's Privacy Notice, available via the "Privacy" button on the www.ag.be website, in French and Dutch only.

A complaint may be lodged with the Data Protection Authority.

### 2) With regard to personal data processed by Protections

Personal data is also processed by Protections SRL/BV, headquartered at Sleutelplasstraat 6, 1700 Dilbeek (Belgium) and with company number 0881.262.717 (hereinafter "Protections") as a subcontractor when acting as insurance intermediary for AG. In this case, Protections acts exclusively in accordance with AG's instructions.

In addition, Protections processes your personal data as data controller for its own processing purposes as insurance intermediaries. To this end, Protections processes each of your personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with its **Privacy Policy** [available via the "Privacy policy" button at the bottom of the **www.protections.be** website, in French and Dutch only].

As indicated in this **Protections Privacy Policy**, you may exercise the rights listed therein by sending a dated and signed request, together with a copy of your identity document, by post to: Protections, Sleutelplasstraat 6, 1700 Dilbeek [Belgium]; or by e-mail to **privacy@protections.be**.

A complaint may be lodged with the Data Protection Authority.



### **EMERGENCY PERSONAL ASSISTANCE**

# 1. Glossary of Terms

### 1.1. Travel Companion

The person who books a trip jointly with the insured and whose presence is necessary for the trip to run smoothly.

### 1.2. Family Member

Any person who officially lives with the insured and is related to him or her.

### 1.3. Relatives up to 2nd Degree

Husband/wife, the person with whom the insured, de facto or de jure, is officially residing, any other person who is part of the family, parents (-in-law), children, brothers (-in-law), sisters (-in-law), grandparents and grandchildren.

### 1.4. Illness

A deterioration in health certified by an licensed physician and which occurred after the policy came into effect.

### 1.5. Accident

A sudden event whose cause is external to the insured and which causes a personal injury certified by a licensed physician.

# 2. Ski & Surf, Adventure

The following activities are always covered:

cross-country skiing, downhill skiing and snowboarding on slopes (pistes) specifically intended for such purpose.

The following activities are always covered provided they are organised and guided by a recognised professional organisation:

- · off-piste winter sports activities and snowrafting;
- scuba diving with self-contained breathing apparatus, mountaineering, canyoning, caving, bungee jumping, sea and white-water rafting, hydrospeed, off-road (4x4, enduro, quad), motorcycling > 50cc, mountain biking, hot-air ballooning, microlighting, hang-gliding, parachute jumping, paragliding and gliding.

The following sports are still excluded:

- sports practised for professional reasons, for financial gain or competitively;
- bobsleighing, ski jumping, combat sports and wild animal hunting.

Any other sport not listed above is automatically covered.



# 3. Medical and Dental Expenses

Touring reimburses the following costs should an unexpected illness or accident with no known pre-existing condition occur abroad:

- physicians' and surgeons' fees;
- medicines prescribed by the attending physician;
- · costs incurred upon hospital admission;
- local travel costs (by ambulance if necessary for medical reasons) to the nearest doctor or hospital;
- local transport costs for travel companions to visit the hospitalised insured person, up to a maximum of €75;
- urgent dental treatment expenses up to a maximum of €250;
- dental expenses incurred as a result of an accident, up to a maximum of €500.

# 4. Advance Payment of Costs Incurred During Hospitalisation

In the case of the insured's hospitalisation, Touring may advance the medical expenses. These costs are never advanced for less than €125.

### 5. Reimbursement Rules

The payout takes place after deducting any benefits to which the insured is entitled under the Social Security system.

Touring will then pay the balance of the medical, dental and subsequent expenses following the contribution of the mutual insurance company, upon presentation of their statements and a photocopy of the invoices.

Should the mutual insurance company refuse to grant its contribution, Touring would ask the insured to provide it with proof of this refusal as well as with the original invoices. If Touring has to pay medical expenses in advance, the benefits granted by the mutual insurance must be paid directly to Touring.

Exemption: €100 per claim and per person.

# 6. Repatriation Following the Insured's Illness or Accident

Prior authorisation from Touring in agreement with the local physician is required for each transport or repatriation for medical reasons. A medical certificate from the insured's attending physician locally is not sufficient.

The company will arrange and pay for the insured's transport, with medical escort if the insured's health condition so requires, to the insured's home address in his/her country of origin or to a hospital in the vicinity of that home.

Transport is organised by air ambulance, ordinary economy class flight, first class train, ambulance or any other appropriate means of transport.

Touring will only take into account the insured's medical interests to select the means of transport and the place of treatment. Touring will also pay for the return trip by ordinary economy class flight or first class train of:

- either the travel companion who is travelling with the insured to the planned destination, and of the travel companion who is staying behind and would have to continue the journey alone;
- or relatives of the insured and travel companion if the latter had to continue their journey alone (or Touring will cover the additional costs necessary to enable them to continue their journey, up to the amount that would be granted in the event of repatriation as a maximum).



### 7. Death of the Insured

If the insured is to be buried in his/her country of origin, Touring will arrange and pay for the transport of the mortal remains from the place of death to the country of origin.

At the same time, Touring will cover the costs of post-mortem treatment and the coffin or urn up to €1,500.

Touring will not cover any other costs, such as the funeral ceremony, burial or cremation.

If the insured is buried locally abroad, the following costs will be covered by Touring (up to the set maximum amount due in accordance with the preceding paragraphs):

- post-mortem treatment and coffin or urn, up to €1,500;
- transport to the place where the remains are kept;
- · burial or cremation, excluding the cost of the ceremony;
- · repatriation of the urn;
- a return ticket for a relative up to the second degree.

Touring will also pay for the return journey by ordinary economy class flight or first class train of the insured's relatives up to the second degree and of a travel companion if the latter had to continue the trip alone.

# 8. Family Care Abroad

If, during his/her stay abroad, the insured has to be hospitalised following a sudden illness or serious accident and if his/her health condition so requires, Touring will arrange and pay for the outward and return trips of a maximum of two of the insured's relatives up to the second degree, by ordinary economy class flight or first class train, as well as the hotel costs up to a maximum of €75 per person per night. Hotel expenses are reimbursed up to a maximum of €600 per person.

# 9. Trip Extension for Medical Reasons

If the insured is unable to make the planned return trip for medical reasons, Touring will pay the hotel costs of the insured, the insured's relatives or a travel companion, up to a maximum of  $\mathfrak{C}75$  per person per night. Hotel expenses are reimbursed up to a maximum of  $\mathfrak{C}600$  per person.

Morevover, Touring will arrange and pay for the return trip by ordinary economy class flight or first class train of the insured, the insured's relatives and a travel companion.

# 10. Legal Expenses Cover for Road Traffic Accident

If the insured is the subject of legal proceedings abroad following a road traffic accident, Touring will settle and pay the fees of a lawyer up to a maximum of  $\{0,2,0\}$ .

Touring does not cover any subsequent legal proceedings in the country of origin.

This coverage is limited to the circumstances described in the first paragraph and is ancillary to the assistance.

# 11. Bail Money Advance

If, following a road traffic accident abroad, the insured is required to post bail by virtue of a decision by the local authorities, Touring will advance the amount of this bail money up to a maximum of €12,500.

This coverage is limited to the circumstances described in the first paragraph and is ancillary to the assistance.

With regard to the repayment of this bail money, Touring will allow three months at most from the day on which the bail money advance was granted. If the local authorities reimburse the bail money earlier, the insured is obliged to pay this amount to Touring immediately.



### 12. Exclusions

The following claims are excluded from the insurance:

- · claims falling under the general exclusions;
- · claims attributable to a pre-existing medical condition or accident before or at the time the policy came into effect;
- claims caused directly or indirectly by mental or nervous illnesses, neuroses, psychoses, rest cures or occupational diseases;
- claims caused by accidents or disorders of pregnancy and their complications or of a similar nature from the beginning of the seventh month of pregnancy;
- claims attributable to tropical diseases (except in the event of emergency hospitalisation following an initial outbreak and provided that medication/vaccinations were administerred), venereal diseases and sexually transmitted diseases;
- · the cost of health checks;
- costs incurred in providing assistance for minor ailments or injuries that could be treated on the spot and that would not prevent the insured from continuing his/her trip, with the exception of medical costs;
- damage caused during work carried out by the insured, insofar as special risks of a professional or operational nature are linked thereto:
- · claims arising from bets and challenges, while participating in competitions, races and speed events;
- claims arising from participation in criminal acts or attacks;
- claims arising from air travel during which the insured is a member of the crew and, during the flight, carries out professional activities in connection with the aircraft used for the flight;
- claims relating to prostheses (including spectacles, contact lenses, dental prostheses, medical devices, etc.);
- claims relating to preventive medicine, plastic surgery and spa treatments;
- · claims arising from treatment by homeopaths, acupuncturists or beauty and dietetic specialists;
- · claims arising from medical treatment given in the country of which the insured is a national;
- services which were not requested from Touring or which were not provided by Touring or with its consent, with the exception of medical costs incurred in the course of outpatient treatment.

# 13. Extraordinary Circumstances

Neither Touring nor the Insurer can be held liable for the non-execution of the assistance or for shortcomings or delays noted during these services, in the event of circumstances beyond their control or in the event of force majeure such as, for example, civil war or international war, riots, strikes, reprisals, restrictions on freedom of movement, radioactivity, natural disasters, etc.

# 14. Obligations of the Insured

The insured or the beneficiary expressly agrees:

- · to contact Touring as soon as possible so that assistance can be provided as efficiently as possible;
- to contact Touring before taking any personal initiative with regard to obtaining assistance;
- to provide Touring or its agents with any information, documents or supporting evidence that may be requested;
- to inform Touring of any other insurance policies covering the same risk as this policy;
- to return to Touring any tickets that have not been used, if Touring has covered the transport costs;
- to contribute to his/her rapid recovery.



### THIRD-PARTY LIABILITY

# 1. Glossary of Terms

### 1.1. Insured

The insured persons are the natural persons named in the confirmation document, and who live in the same household or book a trip together provided that their home is located in a Member State of the European Economic Area (EEA).

### 1.2. Third Party

Any natural or legal person, with the exception of an insured person.

### 1.3. Claim or Loss Event

Any harmful event that may result in the application of the clauses of this policy.

# 2. Coverage

The insurer covers the insured persons worldwide up to the insured amounts against the financial consequences of third-party liability for which they could be charged by virtue of Articles 1382 to 1386 bis of the Belgian Civil Code or similar provisions in foreign law, local laws or case law due to personal injury and/or property damage caused to third parties during the insured trip.

### 3. Exclusions

The following claims are excluded from the insurance:

- damage caused as a result of the use of a motor vehicle subject to compulsory Third-Party Liability insurance, a sailing boat (> 200 kg) or a motor boat, an aircraft or a horse owned, managed or supervised by the insured or the persons for whom the insured is legally responsible;
- claims caused by the use of drugs, alcohol, narcotics or medicines not prescribed by a doctor, unless the insured can prove that there is no causal link between the occurrence of the claim and these facts;
- · claims arising from an insured's active participation in civil wars, riots, strikes, attacks or terrorist actions;
- claims arising from the practice of the following dangerous sports: winter sports off-piste or outside designated areas, wild animal hunting.

### 4. Reimbursement Rules

The payout can never exceed the insured amounts.

Exemption: €250 per claim and per person, for both personal injury and property damage coverage.



# 5. Obligations of the Insured

The insured or the beneficiary expressly agrees:

- to contact Touring within 48 hours of returning to the country of origin;
- to take all necessary measures to avoid the occurrence of claims or to limit their consequences;
- to provide Touring or its agents with any information, documents or supporting evidence that may be requested;
- to inform Touring of any other insurance policies covering the same risk as this policy;



### **1ST RISK LUGGAGE**

# 1. Coverage

The insurer covers items that the insured takes on the trip for personal use, against:

- partial or complete damage, theft, non-delivery or delay in delivery to the holiday destination (minimum 12 hours) of luggage entrusted to a transport company;
- · partial or complete damage or theft, with traces of tampering, of luggage that is in a hotel room or holiday home;
- · partial or complete damage or violent robbery of luggage under the insured's supervision, or objects worn by the insured.

### 2. Reimbursement Rules

Touring will pay out, within the limits of the insured amount, compensation calculated on the basis of the purchase price of damaged, stolen or undelivered luggage, deducting the depreciation caused by old age or wear. During the first year following the purchase of the objects, the payout may represent 75% of the purchase price at most. From the second year following the purchase of the items, their value will be reduced by 10% each year.

In the event of partial damage, only the repair costs will be reimbursed within the maximum amount set in the previous paragraph, with the exception of transport and adjustment expenses.

Each item separately, with all possible accessories, is insured up to a maximum of 25% of the insured amount per person.

Sports equipment and gear are insured in full up to a maximum of 30% of the insured amount per person. Broken skis or snowboards owned by the insured are covered up to a maximum of €250 per insured.

Valuables such as jewellery, precious stones, timepieces, fur coats, leather clothing, binoculars, cameras, video cameras, all other sound and image recording and reproduction equipment, etc., are insured in their entirety up to a maximum of 50% of the insured amount per person.

Exemption: €100 per claim and per insured person.

### 3. Exclusions

The following claims are excluded from the insurance:

- · claims falling under the general exclusions;
- claims relating to the following items:
  - · prostheses and medical devices;
  - · glasses, sunglasses and contact lenses;
  - · camping tents and accessories;
  - means of transport (including cars, motorhomes, trailers, caravans, motorcycles, bicycles, prams, wheelchairs, etc.), and all their accessories and spare parts;
  - musical instruments, works of art, antiques, carpets, furniture and collectors' items;
  - fragile objects made of glass, porcelain, marble, etc.;
  - · computer hardware and software, mobile telephones;
  - · beauty products and toiletries;
  - equipment intended for professional use, merchandise and demonstration equipment;
  - coins, banknotes, cheques, credit cards, securities, tickets, personal documents (including identity papers), photographs, stamps, keys;



- claims arising in the following circumstances:
  - loss and damage that are the consequence of normal wear and tear, old age, a defect specific to the item in question,
    or that are attributable to atmospheric conditions, damage caused by moths or vermin or by a method used to clean,
    repair or restore the items or by the item's mishandling by the insured or by another person, electrical, electronic or
    mechanical disturbances:
  - damage caused as a result of the items being impounded, seized or destroyed by order of an administrative authority;
  - · leakage from containers contained in the luggage;
  - theft during daytime (between 7 a.m. and 10 p.m.) of luggage left in the boot of a vehicle even if the vehicle is fitted with an alarm, except in the event of a break-in with clearly visible traces of tampering or in the event of theft or complete destruction by fire of the vehicle. However, theft of valuables is excluded in all circumstances;
  - theft of luggage left in a vehicle overnight (between 10 p.m. and 7 a.m.);
  - damage to sports equipment and gear during the practice of that sport (except for broken skis or snowboards, which are the property of the insured);
  - · theft of skis or snowboards;
  - theft of luggage left in a camping tent;
  - · scratches and deformations sustained by suitcases, travel bags and packaging during transport;
  - special items and valuables entrusted to a transport company;
  - forgotten or lost luggage, or damage or theft of luggage left unattended.

# 4. Obligations of the Insured

The insured or the beneficiary expressly agrees:

- to take all necessary measures to prevent damage or theft of their luggage;
- to keep valuables in a safe or a fireproof cabinet if they are not worn on their body;
- · in the case of a claim:
  - in the event of partial or total damage to the items, to have a report drawn up immediately by the competent authorities or by the person responsible;
  - in the event of theft, to have a report drawn up immediately by the judicial authorities of the place where the theft was committed and have them record any signs of tampering or physical violence;
  - in the event of partial or total damage to the items, theft, non-delivery or late delivery of the items by a transport company, to immediately attribute responsibility to the carrier and have a report drawn up by both parties;
- to contact Touring within 48 hours of returning to the country of origin;
- to provide Touring or its agents with all information, original documents or supporting documents (purchase invoices, proof of payment, proof of warranty, etc.) that may be requested:
- at Touring's request, the insured must send the damaged item to Touring at his/her own expense.



### **HOTLINE NUMBER**

The insured must contact only Touring if a claim or loss event occurs abroad:

• By telephone: +32 2 286 31 47 (24/7)

In all other situations, the insured must contact the agent (Protections Customer Service):

By telephone: +32 2 463 50 00
 By fax: +32 2 463 55 55
 By e-mail: claims@protections.be

### OBLIGATION OF THE INSURED IN THE EVENT OF A CLAIM

- Notify the agent or Touring immediately of the occurrence of the claim (possibly after receiving emergency medical treatment);
- Follow the instructions of the agent or Touring and provide them with all information and documents (particularly originals) considered useful or necessary;
- take all reasonable measures to avert or minimise the consequences of the claim;
- Provide Touring with all the necessary information without delay, and within 30 days in any case, and answer any questions asked to allow Touring to determine the circumstances and scope of the claim;
- Report the existence of any other insurance coverage taken out for the same risk with other insurers, and name this or these insurers indicating the relevant policy numbers.

Expenses incurred and the provision of assistance or services will not entitle the insured to any compensation unless they have been authorised in advance by the agent or by Touring.

If the insured does not fulfil one of the aforementioned obligations and this results in damage to Touring, the Insurer or the Agent, the latter is entitled to claim a reduction in the benefit up to the damage suffered.

If the insured's failure to fulfil one of the above obligations is the result of fraudulent intent, Touring may refuse to provide any services or may recover compensation already paid.

### **HOW CAN YOU SAVE TIME?**

Prepare as much data as possible, such as:

- your name
- · your file number
- · your departure date and destination
- the local address and telephone number where we can reach you
- your travel organiser (tour operator, travel agency)