

# CONTRACT TOURIST INCLUSION TRAVELBASE Contract 0005090001



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## GENERAL TERMS AND CONDITIONS INCLUSION CONTRACT AND INCLUSION CONTRACT SNOW

#### **INCLUSION CONTRACT**

With the exception of all activities that are practiced in the snow or on the ice.

This agreement contains the General Terms and Conditions of the contract concluded between Europ Assistance and the policyholder. It establishes the services guaranteed by Europ Assistance to the insured.

Preliminary note: We (Europ Assistance) will not provide cover, nor bear any responsibility for any service, nor pay any compensation, nor provide any benefit or service as described in the policy, if this would expose us to any sanction, prohibition or restriction under any United Nations resolution or the trade or economic sanctions, laws or regulations of the European Union or the United States of America

For more information, please visit https://www.europ-assistance.be/en/territorial-restrictions-business.

#### I. CONDITIONS OF APPLICATION OF THE CONTRACT

This agreement contains the General Terms and Conditions of the contract concluded between Europ Assistance Belgium and the policyholder. It establishes the assistance services contractually guaranteed by Europ Assistance Belgium to the insured.

#### 1.1 DEFINITIONS

1° The policyholder

TRAVELBASE, VAT BE 0518.932.281, RPR Ghent, with registered office at 9000 Ghent, Sassevaartstraat 45, which has concluded a collective assistance contract with Europ Assistance Belgium on your behalf.

#### 2° The insured

The insured is the holder of this certificate. His/her name is included in the list of insured persons provided by the policyholder to Europ Assistance Belgium. The insured must be domiciled in Belgium and normally reside there.

#### 3° The insurer

Europ Assistance Belgium, VAT BE 0738.431.009 RPR Brussels, Triomflaan 172, 1160 Brussels, Belgian branch of Europ Assistance SA, insurer under French law with registered office at 1, Promenade de la Bonnette in 92230 Gennevilliers, France (451 366 405 RCS Nanterre), recognised under code 0888 for branches 1,9,13,16 and 18 under the supervision of the National Bank of Belgium, de Berlaimontlaan 14, 1000 Brussels.



#### 4° Luggage and camping equipment

The personal items that the insured takes with him during his journey. Luggage does not include: gliders, boats, merchandise, scientific equipment, building materials, household furniture, horses, cattle.

#### 5° Place of residence

The place where the insured persons are registered in the civil registry as their usual place of residence. This place extends to everything that belongs to their private domain (home, garden, park, outbuildings, garages, stables, etc.).

#### 6° The guarantee

The entirety of the assistance services to which we have contractually committed ourselves. Each amount mentioned in this agreement (quaranteed reimbursement, quaranteed liability, etc.) is inclusive of all taxes and duties (ati).

#### 7° Insured events

The events that give right to our services when they happen by chance in a country covered by the contract. These events are described in the contract and subject to the special conditions.

#### 8° The degree of relationship

The degree of relationship is determined by following the line to the common relative of one relative and from there back to the other relative.

For example: two brothers are relatives in the 2nd degree, an uncle and a cousin are relatives in the 3rd degree. In this agreement, the partner follows the same degree of kinship as the family member entitled to the benefit.

#### 9° Partners

Partners are two persons who are married, legally cohabiting or de facto cohabiting and who are domiciled in Belgium and live under the same roof.

#### 10° Terrorism

Terrorism means an action or threat of action organised clandestinely with ideological, political, ethnic or religious intentions, carried out by an individual or a group, which constitutes an attack on persons or which destroys the economic value of a tangible or intangible asset, in whole or in part, either to impress the community and create a climate of uncertainty or put pressure on the authorities, or to hinder the normal functioning of a service or a business and which is reported in the media.

#### 1.2 MEANING OF THE ABBREVIATIONS B/E, B, E

For the purposes of the guarantee, these abbreviations have the following meaning:

B/E: The services with this abbreviation apply to insured events that occur in Belgium on the outward and return journey home/border or abroad, in a country covered by the contract.



B: The services with this abbreviation apply exclusively to insured events that occur in Belgium on the outward and return journey home/border

E: The services with this abbreviation apply exclusively to insured events that occur abroad, in a country covered by the contract.

#### 1.3 GEOGRAPHICAL EXTENT

Subject to the provisions of 1.2 and under the terms of the agreement, the guarantee applies in Belgium on the outward and return journey home/border and abroad in all countries that are part of the Europe and World zones (see 1.4).

#### 1.4 COMPOSITION OF THE COUNTRY ZONES

#### **Zone Europe**

Albania - Andorra - Balearic Islands - Belgium - Bosnia and Herzegovina - Bulgaria - Cyprus - Denmark - Germany - Estonia -

Finland - France (except overseas territories) - Gibraltar - Greece + islands -

Hungary - Ireland - Italy + islands - Kosovo - Croatia - Latvia - Liechtenstein - Lithuania - Luxembourg - Macedonia - Madeira -

Malta - Moldova - Monaco - Montenegro - Netherlands - Norway - Ukraine - Austria - Poland - Portugal (except Azores) - Romania - Russian Federation

(European part) - San Marino - Serbia - Slovakia - Slovenia – Spain (including the Balearic and Canary Islands, but excluding Ceuta and Melilla) - Czech Republic - Turkey (European part) - Vatican City - United Kingdom - Belarus - Sweden - Switzerland.

Note: The areas that are part of these countries but are not in geographical Europe belong to the World zone (for example Martinique, Guadeloupe, French Antilles, Azores).

#### Zone World

The countries of zone Europe + Algeria - Angola - Anguilla - Antigua and Barbuda - Argentina - Armenia -

Aruba - Australia - Azerbaijan - Azores - Bahamas - Bahrain - Bangladesh - Barbados - Belize - Benin -

Bermudas - Bhutan - Bolivia - Bonaire - Botswana - Brazil - Brunei - Burkina Faso - Burundi - Cambodia -

Canada - Cayman Islands - Central African Republic - Ceuta - Chile - China - Colombia - Comoros -

Congo (Brazzaville) - Congo (Kinshasa) - Cook Islands - Costa Rica - Cuba - Curacao - Djibouti - Dominica - Dominican Republic -

Ecuador - Egypt - El Salvador - Equatorial Guinea - Eritrea - Ethiopia - Faroe Islands

- Falkland Islands - Fiji - Philippines - French Guiana - French Polynesia - Gabon - Gambia - Georgia

- Ghana - Grenada - Greenland - Guadeloupe - Guam - Guatemala - Guinea - Guinea-Bissau - Guyana -

Haiti - Honduras - Hong Kong - Iceland - India - Indonesia - Iraq - Iran - Israel - Ivory Coast - Jamaica - Japan -

Yemen - Jordan - Cape Verde - Cameroon - Kazakhstan - Kenya - Kyrgyzstan - Kuwait - Laos - Lesotho -

Lebanon - Liberia - Libya - Virgin Islands (British) - Virgin Islands (USA) - Macau - Madagascar -

Malawi - Maldives - Malaysia - Mali - Morocco - Martinique - Mauritania - Mauritius - Mayotte - Melilla -

Mexico - Mongolia - Montserrat - Mozambique — Myanmar - Namibia - Nepal - Nicaragua - New Caledonia - New Zealand - Niger -

Nigeria - Northern Mariana Islands - North Korea - Norfolk Islands

- Uzbekistan - Oman - Pakistan - Panama - Papua New Guinea - Paraguay - Peru - Puerto Rico - Qatar - Réunion - Russian Federation (Asian part) - Rwanda - Saba - Saint Kitts and Nevis - Saint Lucia -

Saint Pierre and Miquelon - Saint Vincent and the Grenadines - Sao Tome and Principe - Saudi Arabia - Senegal - Seychelles - Sierra Leone - Singapore - Sint Eustatius - Sint Maarten - Sri Lanka - Sudan - Suriname -

Svalbard and Jan Mayen - Swaziland - Syria - Tajikistan - Taiwan - Tanzania - Thailand - Togo - Trinidad and Tobago - Chad - Tunisia - Turkey (Asian part) - Turkmenistan - Turks and Caicos Islands -

Uganda - Uruguay - Venezuela - United Arab Emirates - United States of America - Vietnam - Western Samoa - Zambia - Zimbabwe - South Africa - South Korea.



#### Excluded countries and areas:

• Excluded are countries or regions in a state of (civil) war, those where security is disrupted by riots, popular uprisings, terrorism, restrictions on the free movement of people and goods, strikes or other unexpected events that prevent the performance of the agreement, even if they are listed among the covered countries. The situation in the excluded countries may change depending on the domestic or international developments in the countries where we operate. In this regard, we follow the advice and recommendations of the FPS Foreign Affairs. • Not covered are countries, regions or areas for which the government in the country of residence has issued negative travel advice or for which it advises against travel for a reason

other than essential travel.

• The covered countries (or one or more of their regions) may be subject to sanctions of the United Nations, the European Union, or any other applicable sanctions regime, which may prevent us from performing all or part of our contractual obligations.

The list of countries and regions concerned may change over time and can be consulted at any time via the link https://www.europ-assistance.be/en/territorial-restrictions-business

• Excluded: North Korea, Iran, Syria, Venezuela, Crimea.

#### Territorial restrictions

• For US nationals travelling to Cuba, the provision of assistance services or payment for benefits is subject to proof that the journey to Cuba complies with the laws of the United States. The term "US national" refers to any person, wherever located, who is a US citizen or who is ordinarily resident in the United States (including Green Card holders) ...

#### 1.5 APPEAL TO OUR PERFORMANCE

Our assistance services are available 24 hours a day, 7 days a week (tel.: +32 (0)2.533.75.75).

Our Information Service is accessible from Monday to Friday from 9am to 8pm and Saturday from 9.30am to 6pm. Medical information is available 24 hours a day.

#### 1.6 APPLICATION MODALITIES

1° Costs for your call for assistance

We will cover the costs of telephone, telegram, fax and e-mail that you have made abroad to reach us (first call and those for which we expressly request you), provided that your first call is followed by assistance as guaranteed by the contract.

#### 2° Assistance

Our services may not be financially profitable for you under any circumstances. They are intended to help you, within the limits of the agreement, in the event of unforeseen events during the term of the guarantee.

That is why we deduct from the costs we bear the costs that you would have paid if the accident had not occurred, such as tolls, ferry services, fuel for the vehicle, and we reserve the right to request unused tickets in order to recover the price thereof.



#### 3° Tickets

The tickets we guarantee are, depending on our choice and availability at the time, 1st class train tickets or economy class plane tickets or charter flights, except in case of medical contraindication.

#### 4° Hotel costs

The guaranteed hotel costs are limited to the price of a room with breakfast, in the amount of the sums specified in the agreement and to the exclusion of all other costs.

#### 5° Transport of luggage

This service only applies to luggage for which you are unable to take care as a result of an insured event.

#### 6° Reimbursement of costs

When we give you permission to advance the costs for guaranteed services yourself,

These costs will be reimbursed to the amount that we would have paid if we had provided the service ourselves.

Amounts less than EUR 20 will not be refunded unless they were paid at our request.

#### 7° Assistance on request

When our assistance is not guaranteed by the contract, we accept under certain conditions to make our capabilities and experience available to help you. All costs are at your expense. Please consult us.

#### 8° Legal obligations

For the purposes of the warranty, you accept the obligations or limitations arising from our obligation to comply with the administrative or hygienic laws and regulations of the countries in which we operate.

#### 1.7 DURATION

This guarantee only applies for the duration of the insured's trip abroad, the dates of departure and return of which appear for each insured on the list submitted by the policyholder to Europ Assistance Belgium.

#### 1.8 YOUR OBLIGATIONS IN THE EVENT OF ASSISTANCE

You agree:

- to call us or inform us as soon as possible, except in cases of force majeure, so that we can arrange the requested assistance in the best possible way and allow you to incur the guaranteed costs;
- provide us with all elements relating to the signed contract;
- agree with the solutions we propose;
- to comply with the obligations specific to the requested services and set out in this agreement;
- to correctly answer our questions regarding the occurrence of the insured events;
- to inform us in detail of any other insurance policies that have the same object and cover the same risks as those covered by this contract;



- provide us with the original supporting documents of your guaranteed expenses;
- to provide us with the receipt of your report of theft to the authorities, if this theft entails guaranteed assistance:
- give us your unused tickets when we have paid for your repatriation.

#### 1.9 FAILURE TO COMPLY WITH YOUR OBLIGATIONS

If you fail to comply with any of the obligations set out in 1.8, we may:

- reduce the performance due or recover our expenses, to the extent of our loss;
- refuse to perform the service due and claim back from you the total sum of our costs if you have failed to fulfil your obligations with fraudulent intent.

#### II. ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS, ACCIDENT, DEATH

Under the terms of the agreement, the benefits of Chapter II apply in the event of illness – accident – death of an insured person during the trip.

- Our services should not replace the interventions of public emergency services, especially in emergencies.
- If you are ill or injured during the trip, you must first call the local emergency services (ambulance, hospital, doctor) and then give us the details of the doctor treating you. You give our doctors permission to take note of your medical file.
- In case of hospital admission, you must notify us the same day or at the latest within 48 hours.
- As soon as we have been informed, our medical service will contact the doctor.
   Without prior medical contact we cannot transport you. Based on this contact, decisions are made about the most appropriate course of action.
- If you wish, we can explain or translate what the local doctor has told you and, at your express request, inform a family member about it.

#### **B/E 2.1 VISIT TO THE HOSPITAL**

If you are admitted to hospital without company during your trip and the doctors prescribe admission for more than 5 days before your transport or repatriation, we will arrange and pay for the outward and return travel of a family member living in Belgium to visit you in hospital.

- If the insured in hospital is a child under 18, the minimum hospital stay of 5 days does not apply and the father and mother of the child can travel to the hospital in the same way. The transport costs are at our expense.
- In the two cases described above, we contribute to the hotel costs of the visitors up to an amount of 65 EUR, per room, per night. This deposit is limited to 500 EUR.

Only when you are abroad and if you are accompanied by a family member, we will cover their travel expenses to visit you in hospital, up to a maximum amount of EUR 250.

#### B/E 2.2 RETURN AND GUIDANCE OF THE CHILDREN, GRANDCHILDREN AND GREAT-GRANDCHILDREN

This benefit applies to insured children under 18 who accompany you. It applies when you cannot care for them for medical reasons and no other insured person can look after them and take care of them:

- We will arrange and pay for their return trip to their place of residence in Belgium by having them accompanied at our expense by a hostess or a person of your choice resident in Belgium;



- We will pay the hotel costs (including breakfast) of the guide up to an amount of EUR 125.

#### **B/E 2.3 SENDING A DOCTOR**

If the doctors of Europ Assistance Belgium deem it necessary, Europ Assistance Belgium will send medical or paramedical staff who will assess what measures need to be taken and help organise them.

#### B/E 2.4 TRANSPORT/REPATRIATION OF THE SICK OR INJURED

If the doctor treating you locally recommends your transfer to another hospital and/or your repatriation to your place of residence, we apply the following rules:

- 1° For any transport/repatriation for medical reasons and under the guarantee of the agreement, the permission of our medical department is required first. The medical certificate of the doctor who treats you on site is not sufficient in itself.
- 2° Once our doctors have decided to transport or repatriate you, they will agree on the date, the means of transport and any medical assistance required.
- 3° We will arrange and pay for your transport from the institution where you are. This transport will take place, according to the decisions of our doctors and if necessary under constant medical or paramedical supervision, to your place of residence in Belgium or to a hospital close to your home, where a bed will be reserved for you.

Only your medical interests and the applicable health care facilities will be taken into account when deciding on transport, as well as the means of transport chosen and the possible choice of hospital.

The information provided by local doctors or the treating physician helps us to make the most appropriate decisions. However, it is expressly agreed that the final decision on the measures to be taken in your medical interest lies with our physicians, in order to avoid any conflict of medical competence.

If you refuse to follow the decision that our doctors consider to be the most appropriate, you also expressly release us from all liability, in particular in the event of recourse to your own resources or worsening of your condition.

By way of exception to Article 5.1, Europ Assistance Belgium may, for the beneficiary awaiting an organ transplant, at his request and at his expense, and if time permits, arrange his return to the hospital in Belgium where the transplant will take place.

#### B/E 2.5 ASSISTANCE OF THE SICK OR INJURED

When we transport you for medical reasons, we will arrange and pay for the return of another insured person who will travel with you to accompany you to your destination.

#### B/E 2.6 SENDING GLASSES, PROSTHESES AND MEDICINES

If you cannot find similar glasses, prostheses or medicines or their equivalent abroad and if they are indispensable and prescribed by a doctor, we will order them in Belgium based on your instructions and send them to you in the manner chosen by us.

We will pay the shipping costs of these items. You will have to pay us back the purchase price. This service is subject to the approval of our doctors and to local law.

#### **B/E 2.7 PASSING ON URGENT MESSAGES**



We will forward your urgent national or international messages at our expense following a serious event (illness, injury, accident). The content of the message, for which we cannot be held liable, is subject to Belgian and international legislation.

### E 2.8 REIMBURSEMENT OF MEDICAL EXPENSES INCURRED ABROAD E 2.8.1 PAID ABROAD

#### 1° Conditions for acceptance

Subject to the exclusions specified in V and the exemption provided for in 2.8.1.2°, this benefit covers care provided abroad in a country covered by the contract following an illness or accident of an unexpected nature and without a known link to medical history that occurred in that country.

- This service comes after the reimbursements to which you are entitled for the same risks with the Social Security (compulsory insurance and supplementary insurance of the health insurance funds) or any other health insurance. Consequently, you must take the necessary steps beforehand, both in Belgium and abroad, to recover the reimbursements to which you are entitled.
- If the insured persons are not affiliated with a health insurance fund in Belgium or another equivalent health insurance or if they have not complied with the regulations of their health insurance fund or health insurance (in particular if they have not paid their contribution), the intervention of Europ Assistance Belgium for all medical costs remains limited to a maximum amount of EUR 2,500.
- In case of hospitalisation, you must inform us of this on the same day or at the latest within 48 hours. Payment of the costs will lapse as soon as your repatriation can take place and you refuse it for personal reasons or postpone the repatriation date proposed by us.
- For outpatient medical costs, you must notify us within 4 days of the start of these costs. For these costs (care and medicines without hospitalisation), you must provide us with a report drawn up by the prescribing physician for the attention of our doctors.

#### 2° Guaranteed amount and guaranteed costs

We will pay the following costs amounting to EUR 250,000 per insured person and per event, after intervention by your health insurance fund or health insurer:

- medical and surgical fees;
- medicines prescribed by a doctor;
- urgent dental care following an accident or an acute attack (excluding prostheses) amounting to EUR 250 per person;
- costs for physiotherapy, kinesitherapy and chiropractic care, provided they are prescribed by a doctor, amounting to EUR 250 per person;
- hospital admission costs if the patient is declared untransportable by our doctors;
- costs for the ambulance, ambulance sled or helicopter for a local route, prescribed by a doctor;
- within the limit of the guaranteed amount, we will reimburse the balance of the medical costs after intervention by your health insurance fund or health insurance, on presentation of their original statement and a photocopy of the invoices and bills for the costs. If an intervention is refused, we will ask you for a certificate of refusal and the original proof of your expenses;

A deductible of EUR 50 per claim will be deducted from the refund.

3° Advance payment for hospital admission costs



At your request, we will advance the guaranteed costs to the hospital. In this case, we will send you the invoices paid by us. You must give these to your health insurance fund or health insurance and pay us back the part of the reimbursements that will be refunded to you.

#### E 2.8.2 PAID IN BELGIUM AS A RESULT OF AN ACCIDENT ABROAD

We will pay up to an amount of EUR 2,500 for medical and hospitalisation costs incurred in Belgium as a result of an accident abroad. This intervention only applies to a hospital stay in Belgium of more than 48 hours within the month following your return. You must notify Europ Assistance Belgium immediately after the accident abroad in order to benefit from this cover.

This benefit comes after exhaustion of the compensation to which you are entitled for the same risks from Social Security or any other insurance.

#### **E 2.9 EXTENSION OF STAY**

We will pay the costs of an extended hotel stay on doctor's prescription, for a total amount of up to EUR 500, for the patient and an insured person accompanying the patient, if the sick or injured person cannot start the return journey to Belgium on the originally planned date.

#### **E 2.10 IMPROVING YOUR STAY CONDITIONS**

We will pay for the improvement of your accommodation on medical prescription, as a result of an illness or accident that does not require hospitalisation, up to an amount of EUR 500.

#### **E.2.11 SEARCH AND RESCUE COSTS IN MOUNTAINS**

If you are lost in the mountains, we will pay the search and rescue costs incurred in the mountains to safeguard the life or physical integrity of the insured, up to an amount of EUR 5,000, provided that the rescue results from a decision of the competent local authority or official emergency services.

#### B/E 2.12 ASSISTANCE IN THE EVENT OF DEATH

#### B 1. Death in Belgium

- If an insured person dies in Belgium on the outward or return journey across the border/home, we will arrange and pay for the transport of the remains from the hospital or mortuary to the location specified by the family in Belgium, excluding all other funeral costs.
- If this death prevents other accompanying insured persons from continuing their journey in the originally planned manner, we will arrange and pay for their return home.

#### E 2. Death abroad

When an insured person dies abroad, we arrange and pay for the transport of the remains from the hospital or mortuary to the location designated by the family in Belgium. We pay also:

- the costs of post-mortem treatment and coffin placement;
- the costs of the coffin up to an amount of EUR 620.

The other costs, in particular the costs of the funeral service and the burial or cremation, remain the responsibility of the family.

If the insured is buried or cremated abroad, we will pay the following costs in the amount of all the expenses that we would have incurred in accordance with the previous paragraph:

- the costs of post-mortem treatment and coffin placement;



- the costs of the coffin or urn, up to an amount of EUR 620;
- the costs of local transport of the remains, excluding the costs of the funeral service and the burial or cremation;
- the repatriation costs of the urn;
- a return ticket for a family member to travel to the location;
- the hotel costs of this person on site up to an amount of EUR 200.

If this death prevents the other accompanying insured persons from returning to Belgium in the originally planned manner, we will arrange and pay for their return trip home.

#### E 2.13 PSYCHOLOGICAL SUPPORT AFTER TRAUMA

If, during your trip abroad, you are the victim of a serious psychological shock such as a traffic accident, a robbery, a carjacking or a homejacking, we will arrange and pay for the first sessions in Belgium, after approval by our doctor, with a specialist psychologist recognised by us and appointed by our medical adviser (maximum 5 sessions): the psychologist will contact you within 24 hours of your first call to make the first appointment.

If you are still travelling abroad, the conversations will be conducted by telephone. If you have not called on us to organise psychological assistance, our financial intervention is limited to 250 EUR.

#### E 2.14 ASSISTANCE IN THE EVENT OF NATURAL DISASTERS

#### E 2.14.1 Definition

A natural disaster is a sudden event of natural origin with consequences on a large scale.

Natural disasters are events with atmospheric or terrestrial causes and consequences for the Earth: floods, tidal waves, drying out and expansion of the soil (extreme drought), earthquakes, mountain collapses, volcanic eruptions, landslides and subsidence as well as events that directly follow from these.

#### E. 2.14.2 Extension of insured persons' stay abroad

You are abroad and, due to force majeure caused by a natural disaster, you are unable to continue your journey or return to Belgium on the initially planned date.

In that case, Europ Assistance Belgium will cover the costs of extending the stay of the

insured persons who are on site. The following necessary costs are reimbursed: accommodation, breakfast and transport to and from the airport or train station up to max. 150 EUR all taxes included (ati) per day for the first insured beneficiary and max. 50 EUR ati per day per additional other insured, and this with a maximum of 5 days per covered event, upon presentation of the original supporting documents. The insured must take the following steps to be entitled to intervention by Europ Assistance Belgium:

- the insured must first contact the tour operator or the transport company (plane, train, boat), which have certain obligations towards their customers.
- Europ Assistance Belgium will intervene in the invoiced costs when the tour operator or the transport company (plane, train, boat) has no obligation to reimburse the insured or when that amount is insufficient to cover the costs incurred.
- the insured must provide the necessary original supporting documents to Europ Assistance Belgium.



#### III. TRAVEL ASSISTANCE

#### **E 3.1 REPATRIATION OF BAGGAGE**

For any case of repatriation of the insured provided for in the signed assistance agreement, Europ Assistance Belgium will arrange and pay the transport costs for the insured's luggage to his or her place of residence.

#### E 3.2 REPATRIATION OF PETS (DOGS AND CATS)

When we pay for your return home under the assistance agreement, we also arrange and pay for the transport of your pets (dogs and cats). However, the costs of quarantine and/or veterinary care imposed by the regulations in force for the international transport of animals remain at your expense.

#### E 3.3 LOSS OR THEFT OF TRAVEL DOCUMENTS AND TICKETS ABROAD

In case of loss or theft of travel documents (identity card, passport, driving licence, etc.) abroad, you should first contact the nearest Belgian embassy or consular representation. We will provide you with the address.

We will reimburse you for the transport costs and administrative costs incurred abroad as a result of the loss or theft of your travel documents up to a maximum of EUR 125.

In the event of loss or theft of cheques, bank cards or credit cards, we will intervene at your request with the financial institutions to have the necessary protective measures applied.

In the event of loss or theft of your tickets, we will provide you with the necessary new tickets to continue your journey, once you have credited us with the equivalent value using the method of your choice.

If you forget your travel documents or tickets at home, we will deliver them to you locally.

#### E 3.4 LOSS OR THEFT OF BAGGAGE

We will arrange and pay for the sending of a suitcase with personal items. This luggage must be delivered to us by the person of your choice.

#### E 3.5 EARLY RETURN DUE TO HOSPITALITY IN BELGIUM OF A FAMILY MEMBER

Someone from your family (your partner, father, mother, child, brother, sister, grandparents, grandchild, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchildren, stepbrothers, stepsisters) is admitted to hospital in Belgium while you are away. If the attending physician assures us that this hospitalisation will last more than 5 days, that it is unexpected and that the seriousness of the patient's state of health justifies your presence, we will arrange and pay for your return.

You must provide us with a medical certificate. If your son or daughter under 18 is admitted to a hospital in Belgium for more than 48 hours, we will arrange and pay for your immediate return trip.

#### E 3.6 EARLY RETURN DUE TO DEATH OF A FAMILY MEMBER

Someone from your family (your partner, father, mother, child, brother, sister, grandparents, grandchild, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchild, stepbrother, stepsister) dies suddenly while you are traveling.



To enable you to attend the funeral service in Belgium and possibly arrange it, we will pay for your return trip.

#### E 3.7 EARLY RETURN JOURNEY DUE TO SEVERE DAMAGE TO THE HOME

If your home or second residence in Belgium has suffered serious damage as a result of fire, water damage, storm, explosion or implosion, or theft by breaking and entering, we will arrange and pay for your transportation to return you to your place of residence.

You must provide us with proof of the damage as soon as possible and, in the event of theft, a copy of the police report.

#### **E 3.8 PROVISION OF MONEY ABROAD**

If you have called on our assistance for an illness – accident – breakdown or theft – abroad, we can quickly make the amount you need available to you (max. EUR 2,500) in foreign currency, provided that the equivalent amount to be transferred has been given to us in advance in EUR in Belgium by the means of your choice.

You will receive a receipt for this issue. If the requested transfer is not carried out, the amount handed over will be refunded to you within 15 days of issue.

#### E 3.9 LANGUAGE ASSISTANCE

If you are entitled to a guaranteed benefit for an insured event abroad, our services or our correspondents will help you if you have serious problems understanding the local language.

#### E 3.10 ASSISTANCE IN LEGAL PROSECUTIONS ABROAD

If you are prosecuted abroad as a result of an accident abroad:

- we will advance you the amount of the surety required by the government up to a sum of EUR 12,500 per prosecuted insured. For the application of this service we will ask you for a certified copy of the decision of the government;
- we will advance you the fee of a lawyer of your choice abroad, up to an amount of EUR 1,250. We do not contribute to the legal consequences in Belgium of a prosecution instituted against you abroad.

For the repayment thereof we give you three months from the day of the advance. If the government repays the surety to you before this term, the amount thereof must be transferred to us immediately.

#### **IV. INFORMATION**

The insured persons enjoy the following benefits, exclusively in Belgium.

#### Information

Our information service is available from Monday to Saturday from 9am to 8pm and provides information that is only provided by telephone.

Medical information is available 24 hours a day and is obtained and provided by telephone or e-mail. Some questions cannot be answered immediately. In no case can we be held liable for the use that the insured persons make of the answers.



#### **4.1 TRAVEL INFORMATION**

Before you travel abroad, you can consult our Information Service. This service will help you with the practical arrangements for your trip. We will provide you with information on: visas and administrative formalities before and during the trip for people and vehicles, compulsory or recommended vaccinations, hygiene and medical precautions depending on the country you are visiting, compulsory formalities for pets you wish to take with you, customs regulations for private use, details of foreign consulates and tourist representations in Belgium and Belgian consulates abroad, the climate and clothing to take, public holidays, time difference, travel conditions, means of transport (air, sea, road), hotels, exchange rates, travel routes, the main attractions of the chosen country.

#### V. EXCLUSIONS AND LIMITATIONS

#### 5.1 ARE EXCLUDED FROM THE WARRANTY

- incidents or accidents during motor vehicle competitions (races, competitions, rallies, raids) in which you participate as a competitor or his assistant;
- the diagnoses made and treatments ordered in Belgium;
- medical, paramedical, surgical, pharmaceutical and hospital costs for care received in Belgium, whether or not the result of an illness or accident contracted abroad;
- costs of glasses, contact lenses, medical equipment and the purchase or repair of prostheses;
- costs for medical check-ups, periodic control or observation examinations as well as preventive medicine;
- health cures, stays and treatments for recovery, rehabilitation and physiotherapy, except for the costs referred to in 2.8.1.2°;
- aesthetic treatments, dietary treatments and all diagnosis and treatment costs not recognised by the RIZIV (homeopathy, acupuncture, chiropractic);
- vaccines and inoculations;
- ambulance costs in Belgium except for the cases referred to in 2.4;
- repatriation for minor illnesses or injuries which can be treated locally and which do not prevent you from continuing your journey or stay;
- depression and mental illness, unless they manifest for the first time;
- pathological conditions known before departure;
- relapse or worsening of an illness or pathological condition that was already apparent before departure;
- repatriation for an organ transplant;
- conditions or events that are a consequence of (1) the use of alcohol, insofar as the alcohol content in the person's blood exceeds 1.2 grams/litre of blood, without the use of alcohol having to be the sole cause of the condition or event, or (2) of acute or chronic use of drugs or any other substance not prescribed by a physician and which alters behaviour;
- conditions resulting from a suicide attempt;
- pregnancy of more than 28 weeks for air travel, with the exception of those for which written approval has been granted by the (treating) gynaecologist and confirmed



by the doctor of the airline concerned (and this with a view to the well-being of the mother and the unborn child);

- costs for meals and drinks;
- events resulting from the consequences of a nuclear accident or terrorism;
- the costs or damages related to a theft other than that stated in the agreement;
- and, in general, all costs not expressly mentioned in the agreement.

#### **5.2 EXCEPTIONAL CIRCUMSTANCES**

We cannot be held liable for delays, negligence or obstacles in the provision of assistance if they cannot be attributed to us or if they are the result of a case of force majeure.

#### VI. LEGAL SYSTEM

#### **6.1 SUBROGATION**

We will assume your rights and claims directly related to a service provided by us against any third party up to the amount of our expenses.

Except in the case of malicious intent, we have no recourse against your descendants, ascendants, partner, relatives in a direct line, persons living under the same roof as you, your guests and the members of your domestic staff. However, we can exercise recourse against these persons to the extent that their liability is actually covered by an insurance contract.

#### 6.2 ACKNOWLEDGEMENT OF DEBT

You undertake to reimburse us within one month for the costs of the services that are not guaranteed by the agreement and that we have promised you as an advance.

#### 6.3 LIMITATION PERIOD

All actions arising from this agreement shall expire 3 years after the event giving rise to them.

#### **6.4 JURISDICTION**

All disputes concerning this agreement shall be settled exclusively by the competent Belgian courts.

#### **6.5 CONTRACT LAW**

This contract is subject to the law of 4 April 2014 on insurance (BS 30 April 2014).

#### **6.6 COMPLAINTS**

Any complaint relating to the agreement can be addressed to: - Europ Assistance Belgium, for the attention of the Complaints Officer, Triomflaan 172, 1160 Brussels (complaints@europ-assistance.be), Tel.: 02/541.90.48 from Monday to Thursday from 10am to 12pm and from 2pm to 4pm.

or

- The Insurance Ombudsman, Meeûssquare 35, 1000 Brussels (www.ombudsman.as), without prejudice to the possibility for the policyholder to institute legal proceedings.



#### **6.7 PROTECTION OF PRIVACY**

We process your data in accordance with national and European regulations and guidelines. You can find all information regarding the processing of your personal data in our privacy statement. You can find this at <a href="https://www.europ-assistance.be/nl/privacy">www.europ-assistance.be/nl/privacy</a>. This privacy statement contains, among other things, the following information:

- The contact details of the data protection officer (DPO)
- The purposes of the processing of your personal data
- The legitimate interests for processing your personal data
- The third parties who may receive your personal data
- The duration of storage of your personal data
- The description of your rights regarding your personal data
- The possibility to file a complaint regarding the processing of your personal data.

#### 6.8 FRAUD

Any form of fraud by the insured in drawing up the declaration or in completing the questionnaires will result in the insured losing all his rights against the insurer.

Each document must therefore be completed completely and accurately.

The insurer reserves the right to have the fraudulent insured prosecuted before the competent courts.

# INCLUSION CONTRACT SNOW Special contract for all activities which are practiced in the snow or on the ice.

# VII. ASSISTANCE SERVICES RESERVED FOR INSURED PERSONS WITH A TEMPORARY CONTRACT COVERING ALL RISKS OF SNOW ACTIVITIES

All services provided for in the inclusion contract apply.

The assistance benefits below are reserved for insured persons with a SNOW inclusion contract. By risks of snow activities we mean all risks associated with carrying out activities in the snow or on ice.

#### E 7.1 ACCIDENTS ON AND OFF SKI SLOPES

In the event of an accident on marked ski slopes that were open to skiers at the time of the accident, we will reimburse you for the following costs:

- The search costs invoiced by the official emergency services when you have had an accident while skiing, up to an amount of EUR 5,000. In this case, in addition to the invoice for the costs, we will ask for a certificate from the emergency services or the local police confirming the identity of the person who had the accident.

(This guarantee cannot be combined with the guarantee described in article 2.12.)



- Your expenses to travel from the scene of the accident to the nearest healthcare facility.
- The ski passes and ski lessons of the person who died in the accident, up to a maximum of EUR 200 per person, pro rata to the days of holiday not taken.

However, accidents outside the marked ski slopes are only covered if the beneficiaries are accompanied by an instructor from a recognised organisation for off-piste ski tours.

#### **E 7.2 PREVENTION OF RETURN JOURNEY**

If you are unable to start your return journey to Belgium as planned when booking or according to the programme before departure, because unforeseen weather conditions make any travel impossible, we will pay your additional and unforeseen transport costs for the return journey. We will also cover any extension costs for your accommodation, up to an amount of EUR 250. If you had to leave your vehicle on site, we will provide you with a transport ticket so that you can pick it up yourself later. A certificate from the local government attesting to this situation must be attached to the original invoices for the costs.

#### 7.3 SNOW INFORMATION

Upon request we can provide you with information on the following topics:

- the routes to the ski resorts;
- the condition of the roads and traffic:
- the weather forecasts and snowfall in the stations
- information about the stations (pistes, prices, etc.);
- the care services near the stations;
- the local rental companies of medical equipment.