

## INTRODUCTION

The Special Terms and Conditions set out in detail below define all cover provided by EUROP ASSISTANCE under the POST Finance VISA PRESTIGE Contract.

## CHAPTER I - CONDITIONS OF APPLICATION

### 1.1 General definitions

#### Insurer

EUROP ASSISTANCE (BELGIUM) S.A., RPM 0457.247.904, an insurance company approved under code 1401 to operate branches 1, 9, 13, 15, 16 and 18 (Assistance) by Royal Decree of 2 December 1996 (Belgian Official Gazette of 21 December 1996) and approved to operate branches 13, 16 and 18 in the Grand Duchy of Luxembourg, with its head office at Boulevard du Triomphe, 172 - 1160, Brussels.

#### Policy holder

POST Luxembourg, a public body with its head office at 20, rue de Reims, L-2417 Luxembourg, registered with the Luxembourg Trade and Companies Register under number J28, hereinafter referred to as "POST Finance".

#### Insured Party

The Insured Parties (hereinafter referred to as the "Insured Party/ies") are, as long as the VISA Prestige Card provided by POST Finance is valid and they are domiciled in one of the countries indicated under Article 1.2.1 below, as follows:

- The POST Finance VISA Prestige Card Holder;
- The spouse of the POST Finance VISA Prestige Card Holder or his/her cohabiting common-law partner, including a partner within the meaning of the Luxembourg Law of 9 July 2004 on the legal effects of certain partnerships;
- Any person who usually resides in the household of the POST Finance VISA Prestige Card Holder;
- The unmarried children (military service conscripts, students, etc.) of the POST Finance VISA Prestige Card Holder, domiciled with the latter but residing elsewhere;
- The unmarried children of the POST Finance VISA Prestige Card Holder, under 25 years of age, whose domicile is in Europe in the case of divorced or separated parents;
- Any person transported free of charge (excluding hitchhikers) and needing onward transport following a road accident, breakdown, theft or car-jacking of the insured vehicle.

#### Insured vehicle

With the exception of any vehicle driven with test drive or trade plates and provided that it is roadworthy: any two-wheeled vehicle of the POST Finance VISA Prestige Card Holder, or mixed-use vehicle used for tourism and business purposes, all-purpose vehicle, motor home or van, whose maximum authorised mass (MAM) does not exceed 3.5 tonnes.

When towed by the insured vehicle: a luggage trailer (max. 750 Kg), boat trailer (5.1.2.11), motor home or caravan, whose MAM does not exceed 3.5 tonnes or whose length does not exceed 6 metres.

#### Domicile

The place where the insured party is registered in the population register or in any other equivalent administrative register.

#### Country of domicile

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

#### Country of origin

One of the countries listed under Article 1.2.2 below, the nationality of which is held by the Insured Party.

#### Illness

An unforeseeable organic or functional change in health confirmed by a doctor, giving rise to objective symptoms and requiring medical care.

#### Accident (person)

A sudden and fortuitous event, unintended by the victim, resulting in 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 in the highway code.

## POST Luxembourg

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#### Breakdown

Any mechanical, electrical, electronic or hydraulic failure affecting the vehicle and preventing it from being used normally. Also covered: burst tyres, loss of keys and fuel errors and breakdowns (fuel expenses are at the expense of the Insured Party).

#### Theft

The disappearance of the insured vehicle following a theft not committed by or with the complicity of the Insured Party or a member of his/her family. In order to benefit from the services associated with the theft of the insured vehicle, the insured must report the theft to the Police. The number of the official statement must be communicated to the insurer.

#### Vandalism

Any act of depredation carried out by a third party on the insured vehicle. The definition of "vandalism" does not include minor damage to the bodywork, theft of accessories, radio or personal items, or other damage that does not prevent the vehicle from being driven.

#### Luggage and camping equipment

Personal belongings carried by the Insured Party or transported on board the insured vehicle. The following are not regarded as luggage: glider, boat, commercial goods, scientific equipment, building materials, home furniture, horses, livestock.

#### Loss

Random event, granting the right to the application of the cover under these Terms and Conditions.

#### Excess

Part of the indemnity to be paid by the Insured Party.

#### Hotel costs

The cost of a room with breakfast up to the amounts provided for in these Terms and Conditions and excluding all other costs.

### 1.2 Geographical definitions

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

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

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

#### 1.2.3 Geographical scope of assistance services

a) Assistance to persons (Chapter 2) and travel assistance (Chapter 3)

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

D = in the country of domicile of the Insured Party;

E = abroad, i.e. worldwide with the exception of the excluded countries (mentioned below) and of the country of domicile of the Insured Party.

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

b) Vehicle assistance (Chapter V)

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

D = in the country of domicile of the Insured Party, who is the usual driver of the insured vehicle;

E = abroad, namely in the countries listed below, with the exception of the country of domicile of the Insured Party, who is the usual driver of the insured vehicle: Andorra, Austria, Belgium, Belarus, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (except overseas territories), Germany, Gibraltar, Greece and islands, Hungary, Ireland, Italy and islands, Latvia, Liechtenstein, Lithuania, Grand Duchy of Luxembourg, Macedonia, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal (except for Madeira), Romania, Russian Federation (European part), 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 people and vehicles: Afghanistan, Antarctica, Bouvet Island, Christmas Island, Cocos Islands, Falkland Islands, Heard and McDonald Islands, Minor Islands, Solomon

Islands, Kiribati, Marshall Islands, Micronesia, Nauru, Niue, Palau, Pitcairn Islands, Western Sahara, St Helena, Samoa, Somalia, French Southern Territories, East Timor, Tokelau, Tonga, Tuvalu, Wallis and Futuna Islands, British Indian Ocean Terr., South Georgia & S. Sandwich, U.S. Minor Outlying Islands, Vanuatu; countries or regions currently in a state of civil or foreign war and those in which safety cannot be guaranteed due to riots, revolutions, strikes or other fortuitous events preventing the enforcement of the guaranteed cover.

### 1.3 Miscellaneous conditions of application

#### 1.3.1 Nature and duration of covered journeys abroad

All private and business journeys over 100 km from the residence of the Insured Party are covered in the context of these Special Terms and Conditions, provided that:

1. in the case of journeys abroad or in the country of domicile, at least 30% of the transport cost of the Insured Party (air, rail or rental car) or accommodation cost (hotel, holiday home, etc.) has been paid or pre-reserved, using the POST Finance VISA Prestige Card;
2. in the case of journeys abroad or within the country of domicile, involving a means of transport other than air, rail or rental car, or without reservation, at least one payment with the POST Finance VISA Prestige Card, between the departure date of the Insured Party and the date of the request for assistance by the latter.

In the case of business journeys, only administrative, commercial or cultural activities are covered. All dangerous activities are excluded, such as those of an acrobat, animal tamer or diver or the following professional activities: work on roofs, ladders or scaffolding; descents into wells, mines or quarries; the manufacture, use or handling of fireworks or explosives.

Journeys abroad are covered by these Terms and Conditions. If the journey abroad lasts more than 3 consecutive months, the events giving rise to the guaranteed services are exclusively those occurring before the first three months have elapsed. Return journeys lasting less than 15 days will not be regarded as an interruption of the three-month period.

#### 1.3.2 Replacement vehicle

§ 1 A replacement vehicle is understood to be a mixed-use vehicle used for tourism and business, corresponding to category B for the hirer. The insurer will reimburse the Insured Party for any taxi costs incurred when collecting or returning the replacement vehicle.

§ 2 The Insured Party undertakes to comply with the rental company's general terms and conditions when provided with the replacement vehicle. The insured party shall bear any costs arising from use of the rented vehicle beyond the guarantee period, fines incurred, fuel costs, tolls, additional insurance (such as deductible buy-back) and any insurance excess for damage caused to the vehicle.

#### 1.3.3 Travel tickets

When an Insured Party is transported or repatriated, the travel tickets guaranteed by this cover (unless otherwise advised by a doctor), shall either be train or airline tickets, depending on local options. Unless otherwise advised by a doctor, if the distance to be travelled is less than 1,000 km, only first-class train tickets will be issued to the Insured Party.

#### 1.3.4 Service provider

The insured party is always entitled to refuse the service provider the insurer sends him/her (e.g. breakdown recovery service, repairer, transporter). In this case, the insurer will propose other nearby service providers to the insured party, within the limits of local availability.

The work or repairs of the service provider are subject to the agreement and supervision of the Insured Party. It is advisable to ask for a quote beforehand, regarding the costs of repairs and spare parts not included in this cover.

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

#### 1.3.5 Assistance on request

When the assistance is not covered under these Terms and Conditions, the Insurer may, under certain conditions to be agreed in advance, place its resources and experience at the disposal of the Insured Party to assist him/her, with the latter bearing all expenses.

Please consult us.

## 1.4 How to contact our services

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

By telephone: + 32 2 541 90 91

By email: [help@europ-assistance.be](mailto:help@europ-assistance.be)

By fax: + 32 2 533 77 75

## CHAPTER II - ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS, INJURY AND DEATH

The services in Chapter 2 apply in the event of the illness, injury or death of an insured person while travelling.

- These services cannot replace the intervention of public services, in particular the emergency services.
- If the insured is ill or injured while travelling, he/she must first call the local emergency services (ambulance, hospital, doctor) and subsequently inform the Insurer of the name and address of the doctor treating him/her.

### 2.1 Visiting the hospitalised person (D/E)

If the Insured is hospitalised while travelling unaccompanied (i.e. without a friend or relative) and the doctors do not authorise his/her transportation or repatriation within five days of his/her admission to hospital, the Insurer:

- will arrange and pay for the return ticket of a friend or relative of the Insured Party's choice from one of the countries referred to in Article 1.2.2 so that he/she can visit the Insured Party, and;
- subject to local availability, reserve a hotel room near the hospital and cover the visitor's hotel costs up to 125 EUR per night for a maximum of seven nights during the period of hospitalisation of the Insured Party.

If the hospitalised Insured Party is under 18 years of age, the minimum duration of 5 days' stay in hospital is not required and the father and mother may visit as above, with the transport costs paid by the Insurer.

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

If the Insured Party is hospitalised following an accident or illness that has occurred while travelling and the local doctor treating him/her authorises his/her transport or repatriation, the Insurer shall arrange and pay for the following, on the basis of medical requirements alone:

- either the return of the Insured Party to his/her domicile or to an appropriate hospital near his/her domicile;
- or the return of the Insured Party to his/her country of origin, to the place of residence of his/her spouse, father, mother or children, or to an appropriate hospital near this place of residence;

Depending on medical requirements, the Insured Party will be transported under medical supervision in a light medical vehicle, by ambulance, sleeper car, train in first class (couchette or seat), passenger aircraft or air ambulance. Only the medical well-being of the Insured Party and compliance with the health regulations in force shall be considered when taking the decision to transport the Insured Party and choosing the means of transport used.

The final decision regarding repatriation of the Insured Party shall be taken by the Insurer, after consulting local doctors and, if necessary, the Insured Party's usual doctor. Should the Insured Party refuse to comply with the decision deemed most advisable by the Insurer's doctors, the Insured Party expressly discharges the Insurer of all liability.

If, for reasons of medical safety, the Insured Party requires initial transport to a nearby healthcare centre before returning to a facility near his/her domicile, the Insurer will also arrange and pay for this transport.

Should the Insured Party so wish, the Insurer's medical service will reserve a bed for him/her in the unit envisaged for his/her hospitalisation.

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

§ 1. If the Insured Party dies while travelling and the burial or cremation takes place in the country of domicile or origin of the Insured Party, the Insurer will organise repatriation of the mortal remains from the hospital or morgue to the country of residence or origin of the deceased Insured Party. The Insurer will pay for:

- the costs of the funeral arrangements and coffin;
- the costs of the coffin and other special arrangements required for its transport, up to a limit of 1 500 EUR;
- the costs of transporting the coffin, excluding ceremonial and burial costs.

§ 2. Should the family of the Insured Party wish to have the mortal remains repatriated to a country other than the country of domicile or origin of the deceased Insured Party, the Insurer agrees to arrange this repatriation and will cover the costs up to the limit of the expenses that it would have agreed to under § 1 of this Article.

§ 3. If the burial or cremation takes place in the country in which the Insured Party died, the Insurer will cover the following costs, up to the limit of the sum of all of the expenses that it would have agreed to under § 1 of this Article:

- the costs of the funeral arrangements and coffin;
- the costs of the coffin and funeral urn up to a limit of 1,500 EUR;
- the costs of local transport of the mortal remains excluding ceremonial costs;
- the costs of repatriation of the urn to the country of domicile or origin of the deceased Insured Party;
- a return ticket from one of the countries listed in Article 1.2.2 to enable a close relative to be present.

§ 4. If the death of the Insured Party prevents the other Insured Parties travelling with him/her from returning to their country of domicile by the means initially planned, the Insurer will

arrange and pay for the return of the other Insured Parties to their domicile.

### 2.4 Sending of glasses, prostheses, medication (E)

If the Insured Party is unable to find a similar or equivalent pair of glasses, a prosthesis or medication abroad, and provided that they are indispensable and prescribed by a practitioner, the Insurer will order them in the country of domicile of the Insured Party on his/her instruction and send them to the insured Party by the means of the Insurer's choice. This service is subject to the agreement of the Insurer's doctors, local legislation and provided that the equivalent in EUR of the amount of the item is given to the Insurer beforehand by the means of the Insured Party's choice. The Insurer will pay the shipping costs for these items and the purchase price will be borne by the Insured Party.

### 2.5 Transport/repatriation of luggage (D/E)

If the Insurer arranges and pays for the return of the Insured Party to his/her domicile, this also includes transport costs for luggage sent by the Insured Party under the guarantee of a waybill issued by a professional forwarder. The Insurer declines all liability in the event of loss, theft or damage to luggage left by the Insured Party inside the vehicle transported by the Insurer.

### 2.6 Supplementary reimbursement of medical expenses incurred abroad (E)

If the Insured Party is not affiliated to a mutual insurance company or body in their residence country, or to any other equivalent health insurance scheme, or if he/she has not complied with the rules of his/her mutual insurance company or health insurance body (in particular, if he/she has not paid their contributions), the Insurer will not reimburse any medical expenses.

§ 1. Supplementary reimbursements cover medical care received abroad as a result of an illness or accident that occurred while travelling, that was of an unforeseeable nature and without known antecedents.

§ 2. Supplementary reimbursements come into effect once the Insured Party has claimed all of his/her entitlements for the same risks under his/her social security system, mutual insurance scheme and/or any other medical insurance or welfare scheme. Payment of medical expenses stops when the Insured Party is repatriated or if the Insured refuses or delays the insurer's proposal to repatriate him/her.

§ 3. The following medical expenses incurred abroad are eligible for supplementary reimbursements:

- medical and surgical fees;
- medication prescribed by a doctor;
- urgent minor dental care up to a limit of 200 EUR per person;
- hospital costs;
- cost of ambulances ordered by a doctor for local transport;
- cost of extending the hotel stay of the Insured Party, ordered by a doctor, up to a limit of 125 EUR per day, for a maximum of ten days, if the sick or injured Insured Party is unable to make the return journey to his/her country of domicile on the date originally envisaged.

§ 4. Supplementary reimbursement of the medical expenses mentioned in § 2 and § 3 above is covered up to a limit of 50,000 EUR per person per year. Reimbursements will be made on the basis of the following supporting documents:

- a detailed medical report by the prescribing doctor treating the Insured Party abroad;
- original statements from social welfare and/or health insurance bodies justifying the reimbursements obtained, as well as copies of invoices and bills for expenses;
- If the Insured Party's mutual health insurance or other welfare or health insurance body refuses to reimburse any expenses, its refusal letter and the original documents justifying the disbursement of the Insured Party's expenses must be sent to the Insurer.

Reimbursement by the Insurer will be subject to the deduction of an excess of 50 EUR for each claim. In the case of urgent minor dental care, an excess of 30 EUR applies.

### 2.7 Advance payment of hospital expenses (E)

If the Insurer provides advance payment of the covered costs referred to in Article 2.6 § 4 to the hospital, the Insurer will forward the invoices for the care for which the advance payments were made to the Insured Party. The Insured Party is required to forward them to his/her social security company and/or any other prudential body and to reimburse the Insurer for the contributions paid by these bodies.

The transaction costs shall be borne by the Insured Party.

## CHAPTER III - TRAVEL ASSISTANCE

### 3.1 Interpreter assistance (E)

If the Insured Party is entitled to assistance abroad under these Terms and Conditions, he/she shall benefit from the Insurer's services or correspondents, should he/she have serious problems understanding the local language.

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

If the Insured Party is the subject of legal proceedings abroad following a traffic accident, the Insurer will advance the following to him/her once it has received payment of a guarantee or deposit for an equivalent amount:

- the amount of bail required by the authorities up to a maximum of EUR 12,500 per Insured Party subject to proceedings. For the application of this service, the Insured Party must send a certified true copy of the of the authorities' decision;

- the fees of a lawyer, chosen freely by the Insured Party abroad, up to a maximum of 1,300 EUR.

The Insured Party undertakes to reimburse these advance payments to the Insurer no more than 30 days after the payment is made.

The Insurer will not intervene in any judicial proceedings in the country of domicile resulting from action taken against the Insured Party abroad.

## CHAPTER IV - TRAVEL INFORMATION SERVICE

### 4.1 Our Info Service: how can I reach it?

The Insurer's Travel Information Service is open from Monday to Saturday from 9am to 6pm (Belgian time), except for bank holidays. You can obtain information on questions regarding:

- passports
- vaccines
- climates
- health status of the country
- hotels
- tourist attractions (monuments, museums, archaeological sites, etc.)

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

Under no circumstances may the Insurer be held liable for the interpretation of the information provided or how it is used. The Insured Party may choose to receive the information in French, Dutch or English.

## CHAPTER V - ASSISTANCE TO INSURED VEHICLES AND PASSENGERS STRANDED IN THE EVENT OF VEHICLE BREAKDOWN, ACCIDENT OR THEFT OF THE VEHICLE

### 5.1 Vehicle(s)

#### 5.1.1 Special conditions

##### Vehicle registration

The insured vehicle must be registered in one of the countries of the European Union, or Norway, Monaco, Andorra, Liechtenstein and Switzerland.

##### Causes

The services listed under Article 5.1.2 apply over 100 km from your home in the event of breakdown, accident, theft, attempted theft or an act of vandalism involving the insured vehicle.

##### The Insured Party

In this Chapter, "Insured Party" means the natural person defined in Article 1.1 as the usual driver of the insured vehicle and his/her passengers.

#### 5.1.2 Cover

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

§ 1. If the insured vehicle is immobilised in the country of domicile of the insured party, the insurer will arrange and pay for a breakdown recovery service. If the vehicle cannot be repaired on the spot, the Insurer will arrange and pay for the following:

- If the vehicle can be repaired on the day of the call:
  - having the vehicle towed to the nearest garage or, if the vehicle is under manufacturer's guarantee, to the nearest dealership for that vehicle;
  - transporting the stranded driver and passengers to the garage to which the vehicle has been taken.
- If the vehicle cannot be repaired on the day of the call:
  - having the vehicle towed to the garage designated by the Insured Party in his/her country of domicile;
  - transporting the stranded driver and passengers either to the garage to which the vehicle has been taken, or to the Insured Party's domicile.

§ 2. If the breakdown service is arranged by the Insured Party without the intervention of the Insurer, the latter will reimburse him/her the cost of the breakdown recovery/towing service up to the value of 300 EUR per breakdown.

§ 3. The costs of the repair work and parts supplied shall be borne by the Insured Party.

##### 5.1.2.2 Breakdown recovery/towing/transport abroad in case of immobilisation of the vehicle for less than one day (E)

§1. If the insured vehicle is immobilised abroad and can be repaired on the same day, the Insurer will arrange and pay for a breakdown recovery service. If the vehicle cannot be repaired on the spot, the Insurer will arrange and pay for the following:

- having the vehicle towed to the nearest garage;
- transporting the stranded driver and passengers to the garage to which the vehicle has been taken.

§ 2. If the breakdown service is arranged by the Insured Party without the intervention of the Insurer, the latter will reimburse him/her the cost of the breakdown recovery/towing service up to the value of 300 EUR per breakdown.

§ 3. The costs of the repair work and parts supplied shall be borne by the Insured Party.

The insurer will source, and cover the cost of sending, any parts indispensable to the correct operation of the insured vehicle that the mechanic cannot find locally. The cost of these parts shall be borne by the insured party.

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

The insurer will source, and cover the cost of sending, any parts indispensable to the correct operation of the insured vehicle that the mechanic cannot find locally. The Insured

Party undertakes to reimburse the Insurer for such parts at the price inclusive of VAT in force in the country where the Insurer purchased them, on the basis of the receipt provided by the Insurer. All parts ordered must be paid for.

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 country of domicile or discontinuation of production by the manufacturer constitute cases of force majeure liable to delay or render impossible the performance of this obligation. Repatriation cover for the insured vehicle, in any event, is maintained.

#### 5.1.2.4 Accommodation and transport of the stranded driver and passengers while waiting for repairs taking more than one day (E)

§ 1. If the insured vehicle cannot be repaired on the same day, the Insured Party has the choice of the following options:

- either the Insurer contributes to the hotel costs for 2 nights at up to 125 EUR including VAT per night, per Insured Party, while waiting for the repairs;
- or, if the Insured Party wishes to continue his/her journey without waiting locally for the repairs to be completed: the Insurer will arrange and pay up to 400 EUR for all Insured Parties concerned (driver and/or passengers):
  - depending on local availability, a means of transport of the Insured Party's choice to enable the stranded driver and/or passengers to reach their destination, and
  - the return of the driver to the place where the vehicle is repaired.

The above-mentioned services do not apply if the Insured Party is entitled to a replacement vehicle under Article 5.2.

§ 2. Once granted, the expenses mentioned under §1 will be paid to the Insured Party even if it transpires later that the vehicle could not be repaired.

#### 5.1.2.5 Repatriation of a vehicle immobilised for over 120 hours abroad (E)

§ 1. If the insured vehicle cannot be repaired abroad within 120 hours (time frame based on the repairer's estimate) of its immobilisation, the Insured Party has the choice of the following options:

- either the Insurer proceeds, at its expense, with repatriation of the insured vehicle to the garage designated by the Insured Party near his/her domicile;
- or, if the Insured Party prefers to have it repaired locally, abroad: the Insurer will provide the Insured Party with a replacement vehicle for a maximum of five days, subject to local availability. The costs of the replacement vehicle, hotel, local transport and all other expenses are limited to a maximum of 500 EUR including VAT. If the Insured Party is no longer on-site, the Insurer will also arrange transport for the Insured Party to collect the car himself/herself, once it has been repaired.
- or, if the Insured Party decides to dispose of the wrecked insured vehicle where it is, the Insurer will pay the costs of the formalities for its legal disposal as well as any storage costs prior to its disposal, for a maximum of ten days.

§ 2. Repatriation of the vehicle as described in § 1(1) is not covered if:

- the vehicle is considered a total loss (i.e. technically unrepairable);
- the vehicle is considered to be an economic loss (the repair costs exceed its catalogue value according to the Eurotax purchase price list);
- the repatriation costs exceed the catalogue value (according to the Eurotax purchase price list) or the residual value of the vehicle;
- the vehicle is destined to be scrapped.

In this case, the Insurer will organise this and pay the costs of the formalities for its legal disposal.

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

If the insured vehicle is covered by one of the services mentioned under Article 5.1.2.5, the Insurer will proceed with repatriation of the stranded driver and/or passengers according to the following options:

- Should they wish to be repatriated without delay: the Insurer will arrange and pay for their return to their domicile;
- Should they wish to continue their journey and be repatriated later:
  - the Insurer will arrange and pay for a means of transport of the Insured Party's choice to enable the stranded driver and/or his/her passengers to reach their destination, up to a maximum of 400 EUR for all of the persons concerned and
  - the Insurer will arrange and pay for the return of the stranded driver and/or his/her passengers to his/her/their domicile, provided that this domicile is in one of the countries listed in Article 1.2.1.

The option to continue the journey does not apply if the Insured Party has chosen to have his/her vehicle repaired locally 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. If the insured vehicle is stolen while travelling, the stranded driver and passengers are entitled to the following services:

- if the vehicle is found damaged within twenty-four hours of the theft being reported to the authorities and if the stranded driver and passengers wait while the repairs are being carried out, Article 5.1.2.4 applies;
- if the vehicle is not found within twenty-four hours of the theft being reported to the authorities, the Insurer will arrange and pay for the return of the driver and passengers to their domicile. In the case of repatriation from abroad, Article 5.1.2.6 applies.

§ 2. If the insured vehicle is stolen while travelling and found within 6 months of the date on which the theft was reported to the authorities, the Insured Party is entitled to the following services:

- If the insured vehicle is in roadworthy condition, complies with legal provisions governing traffic on public highways and the Insured Party is no longer on-site to collect the vehicle, the Insurer will send a driver. The job of this driver is to return the vehicle to the domicile of the Insured Party by the most direct route. The insurer will pay the driver's salary and travel expenses.

Other costs (fuel, tolls, vehicle maintenance or repair costs, etc.) will be paid by the Insured Party based on presentation of the relevant receipts.

- If the insured vehicle is found broken-down or damaged, the Insurer will apply the services provided for in similar situations in this Chapter (breakdown, towing, sending of parts, repatriation, storage).

§ 3. However, the services mentioned under § 1 and § 2 do not apply if the vehicle is stolen within a radius of less than 100 km of the domicile of the Insured Party. The place of the theft is that mentioned in the theft declaration submitted to the authorities.

#### 5.1.2.8 Storage costs (E)

If the Insurer transports or repatriates the insured vehicle, it will pay the storage costs for it from the day of the request for transport to the day of removal by the Insurer's transporter.

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

If the Insurer arranges the return of the Insured Party to his/her domicile following the theft or immobilisation of the insured vehicle, the stranded driver and passengers shall be entitled to the services set out in Article 2.5.

#### 5.1.2.10 Assistance with a trailer or caravan (D/E)

For luggage trailers or non-residential caravans towed by the insured vehicle while travelling, the following rules apply depending on the circumstances:

- In all cases in which the Insurer is required to transport or repatriate the insured towing vehicle, the Insurer will tow, transport or repatriate the caravan or trailer that was being towed by the insured vehicle.
- We do the same if the insured towing vehicle is stolen or if the Insured Party decides to dispose of the wreck of the insured vehicle where it is.
- In the event of a breakdown, accident, attempted theft or act of vandalism immobilising the insured caravan or trailer, or if the insured caravan or trailer is stolen, the latter is covered by the same assistance services provided for the insured towing vehicle (breakdown recovery, towing, sending of spare parts, transport/repatriation, storage).
- If the stolen insured non-residential caravan or trailer is found in roadworthy condition within six months of the date given in the theft declaration submitted to the authorities and if the Insured Party is no longer on-site, the insurer will reimburse him/her:
  - the fuel and toll costs to go and collect it;
  - if the distance of the return journey from the domicile of the Insured Party exceeds 600 km, the cost of a hotel for one night up to a maximum of 125 EUR.

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

The Insurer will arrange and pay for the transport/repatriation of a pleasure boat towed by the insured vehicle, under the following conditions and circumstances:

##### 1. Conditions

- the dimensions of the boat do not exceed 6m long, 2.5m wide and 2m high;
- the boat trailer is both technically and legally in condition to carry it. If the boat trailer does not meet this condition or if it has been stolen, the Insurer will only be able to proceed with transportation of the Insured Party's boat if he/she provides the Insurer with a replacement trailer at the site, at his/her own expense.

##### 2. Circumstances

- if the Insured Party is transported or repatriated for medical reasons that prevent him/her from driving the towing vehicle and if no other Insured Party accompanying him/her can drive it in his/her place;
- if the boat trailer or towing vehicle is transported or repatriated by the Insurer;
- in the event of theft of the towing vehicle or if the Insured Party disposes of the wreck of the insured vehicle where it is.

#### 5.2 Replacement vehicle

##### 5.2.1 Special conditions

###### Vehicle registration

This Chapter only applies if the vehicle is registered in one of the countries listed in 1.2.1.

###### Insured Party

By way of an exception to the definition in Article 1.1, in this Chapter "Insured Party" means the natural person who is the usual driver of the insured vehicle, the holder of a driving licence and over 21 years of age.

##### 5.2.2 "Replacement vehicle" cover

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

§ 1. By way of an exception to Article 5.1.2.1§1, the following cover applies:

if the insured vehicle is immobilised following a breakdown or accident in the country of domicile of the Insured Party, the Insurer will arrange and pay for:

- sending out a repairer and, if necessary, having the vehicle towed to the nearest garage or, if the vehicle is under manufacturer's guarantee, to the nearest dealership for that vehicle;
- transporting the stranded driver and passengers to the garage to which the vehicle has been taken.

If the immobilised vehicle cannot be repaired within two hours of the arrival of the Insurer's repairer, the Insurer will arrange and pay for:

- the transport of the vehicle to the garage designated by the Insured Party in his/her country of domicile;
- the provision of a replacement vehicle for a maximum of 168 consecutive hours, subject to local availability. The replacement vehicle will only be provided for the duration of immobilisation of the insured vehicle. It is covered by comprehensive insurance, the excess for which remains the responsibility of the Insured Party. The Insured Party agrees to comply with the rental company's general conditions (deposit, age limits, etc.).

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

- immobilisation as a result of failure to maintain the vehicle concerned or for the duration of routine maintenance;
- if the Insured Party did not call the Insurer to arrange repair/towing of the insured vehicle at the time of immobilisation.

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

§ 1 If the insured vehicle is stolen in the country of domicile of the Insured Party, the Insurer will arrange and pay for the provision of a replacement vehicle for a maximum of 168 consecutive hours, subject to local availability, counted from submission of the theft declaration to the authorities and for no longer than until the vehicle is once again in roadworthy condition. The replacement vehicle is covered by comprehensive insurance, the excess for which remains the responsibility of the Insured Party. The Insured Party agrees to comply with the rental company's general conditions (deposit, age limits, etc.).

§ 2 The replacement vehicle is excluded if the insured party has not declared the theft to the authorities and fails to provide the reference number of the statement written up.

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

If the insured vehicle is immobilised following an attempted theft, act of vandalism or fire in the vehicle, in the country of domicile of the Insured Party, or following damage to the home of the Insured Party (fire, water damage, storm, explosion, hail, flooding, etc.), the Insurer will arrange and pay for the provision of a replacement vehicle for a maximum of 168 consecutive hours, subject to local availability, starting from the day of the damage. The replacement vehicle will only be provided for the duration of immobilisation of the insured vehicle. It is covered by comprehensive insurance, the excess for which remains the responsibility of the Insured Party. The Insured Party agrees to comply with the rental company's general conditions (deposit, age limits, etc.).

## CHAPTER VI – CONCIERGE SERVICE

### 6.1 Description of benefits and services

The services offered by the Concierge Service include, in particular:

- hotel reservations and information service;
- taxi reservations, car rental, limousines, helicopter, etc. and an information service;
- restaurant reservations and information service. The Concierge Service will ask appropriate questions to learn about the particular preferences of the customer;
- ravel and health advice (information and country risk assessment, vaccination, visas, cultural events, protocol);
- interpreting service. An interpreter will be made available to the customer;
- messaging service.

We will forward urgent messages to family or business partners;

- purchase of tickets to shows. Upon receipt of the customer's instructions, the Concierge Service will arrange the reservation and purchase of tickets for concerts in European capitals;
- delivery of gifts, flowers, chocolates, etc.;
- translation service;
- leisure activity services (health clubs, golf clubs, sightseeing tours, event planning e.g. birthday);
- bereavement support (only in France, Belgium and Luxembourg)
- home assistance (plumber, electrician, etc. Only in France, Belgium and Luxembourg).

In the case of plumbing and electricity problems etc., the customer can contact the Concierge Service, which will send out a tradesperson to the customer.

- discovering sources of items or services that are hard to find. The customer is looking for an item that he/she is unable to find; The Concierge Service will endeavour to identify the item and find it.
- Legal information and various forms of assistance during trips. If the customer is involved in an accident while travelling and legal information is essential, we will be able to provide him/her with information by telephone and a course of action to take; the contact details of lawyers, embassies and the consulates; payment of emergency relief assistance can be arranged and funds advanced to enable the customer to be released on bail.

We do not intervene, in any circumstances, in proceedings already under way or being dealt with by the competent bodies, nor do we intervene in or arbitrate disputes, give advice about prices or the quality of consumer goods or services, or handle fiscal or commercial matters.

We guarantee an immediate response in the majority of cases. However, for queries that require more complex research, we will return your call as quickly as possible.

## CHAPTER VII - GENERAL EXCLUSIONS AND RESTRICTIONS ON COVER FOR CHAPTERS II TO VI

### 7.1 Exclusions

The following are excluded from cover:

- incidents or accidents occurring during any motoring event of a competitive nature (races, competitions, rallies, long-distance rallies) in which the insured takes part as a competitor or as the assistant of a competitor, and generally speaking, any incidents or accidents arising from the use of the vehicle other than with due diligence;
- events caused deliberately by the Insured Party;
- diagnoses and treatments prescribed in the country of domicile;
- medical, paramedical, surgical, pharmaceutical and hospital charges and fees resulting from care received in the country of domicile, whether or not following an illness or accident occurring abroad or relating to a diagnosis made prior to travelling;
- the cost of glasses, contact lenses, medical devices and the purchase or repair of prostheses;
- medical check-ups, periodic medical check-ups and observation as well as preventive medicine;
- health cures, convalescent care and accommodation, rehabilitation and physiotherapy;
- aesthetic or dietetic treatments and all costs in respect of diagnosis and treatments not recognised by the INAMI or its equivalent in the countries listed in 1.2.1. (homeopathy, acupuncture, chiropractic, etc.);
- vaccines and vaccinations;
- ambulance costs in the country of domicile, except if expressly stated in any of the provisions in this Contract;
- repatriation for benign disorders or injuries that can be treated where you are and do not prevent you from continuing your journey or stay;
- depression and mental disorders unless occurring for the first time;
- pathological conditions known before departure;
- relapses or aggravations of an illness or pathological condition that existed before the journey;
- repatriation for an organ transplant;
- ailments and events resulting from the acute or chronic use of drugs, alcohol or any other behaviour-altering substance not prescribed by a doctor;
- conditions resulting from attempted suicide;
- all costs and assistance requests due to acts of terrorism;
- pregnancy after the 28th week for travel by air, unless there is written authorisation from the gynaecologist confirmed by the doctor of the airline company in question (in the context of concern for the well-being of the mother and unborn child);
- immobilisation of the vehicle for maintenance operations;
- recurring breakdowns caused by failure to repair the vehicle (e.g.: defective battery, etc.) after an initial intervention by us;
- customs duties;
- the cost of spare parts, maintenance costs of the vehicle and repair costs of any kind;
- fuel, oil and toll costs except for cases explicitly expressed in this Contract;
- garage diagnosis and dismantling costs;
- restaurant and drinks costs;

- costs or damages related to a theft other than those provided for in the agreement;
- costs or damages resulting from natural or nuclear disasters or acts of terrorism;
- and, in general, all costs not explicitly provided for in the agreement.

### 7.2 Special circumstances

The Insurer shall not be liable for delays, breaches or difficulties that might arise in delivering services provided for in these Terms and Conditions for which it is not responsible, or if they are the result of force majeure.

## CHAPTER VIII - PROVISIONS COMMON TO ALL COVER

### 8.1 Obligations of the Insured Party

#### 8.1.1 Obligations

When requesting services provided by the cover, the insured party undertakes to:

- call the Insurer as soon as possible, except in the event of force majeure, so that it can efficiently arrange the requested assistance and authorise the Insured Party to incur the expenses covered;
- comply with the specific obligations relating to the services requested that are listed in these Terms and Conditions;
- provide exact answers to the questions of the Insurer relating to the occurrence of the covered events and forward it all useful information and/or documents;
- take all reasonable measures to prevent or reduce the consequences of the damage;
- declare to the Insurer any other insurance policies having the same purpose and concerning the same risks as those covered by these Terms and Conditions;
- provide the original supporting documents relating to covered expenses;
- give the Insurer the receipt of the theft declaration submitted to the authorities if the theft is covered by these Terms and Conditions;
- give the Insurer any unused travel tickets where the Insurer has covered the cost of this transport.

#### 8.1.2 Failure by the Insured Party to meet his/her obligations

In the event of failure to meet the obligations referred to in 8.1.1, the Insurer may:

- reduce the service due or claim expenses from the Insured Party up to the amount of the harm suffered by the Insurer;
- refuse the service due or claim the total amount of expenses, if the Insured Party failed to meet his/her obligations with fraudulent intent.

### 8.2 Obligations of the Insurer

#### 8.2.1 Reimbursement of covered expenses

§ 1 The Insurer undertakes to reimburse the Insured Party for the expenses covered by these Terms and Conditions on the basis of the original supporting documents.

§ 2 If the Insurer authorises the Insured Party to pay the costs of covered services in advance, these costs will be reimbursed to the Insured Party within the limit of what it would have paid had it provided these services itself.

#### 8.2.2 Reimbursement of call costs

The Insurer will cover telephone, telegram, fax, email and telex costs incurred by the Insured Party abroad in order to reach the Insurer, provided that the call is followed by an assistance service covered by these Terms and Conditions.

#### 8.2.3 Limitation on assistance services

Under no circumstances may the services covered be a source of financial gain for the Insured Party.

They are intended to help the Insured Party in the case of unforeseen or fortuitous events during the cover period.

### 8.3 Multiple assistance contracts

#### 8.3.1 Multiple contracts with us

If the same risk is covered by several policies taken out with the Insurer, the cover of the different policies is not cumulative. The conditions in the policy offering the highest level of cover shall apply.

#### 8.3.2 Multiple contracts with several insurers

If the same risk is covered by several insurers, the Insured Party may, in the event of a claim, apply for compensation from each Insurer, within the limits of the obligations of each. None of the insurers may invoke the existence of other contracts covering the same risk in order to refuse their cover. The cost of the claim will be divided between the various insurers in accordance with Article 55 § 2 of the Law of 27 July 1997 on insurance contracts.

### 8.4 Legal framework

#### 8.4.1 Subrogation

The Insurer is subrogated to the rights and actions of the Insured Party against any liable third party within the Insurer's disbursement limit.

Except in the case of malice aforethought, the insurer may not take legal action against the descendants, ascendants, spouse or direct relatives, or against persons living under the roof of the insured, his/her guests or members of his/her domestic staff. The Insurer may however take legal action against these persons to the extent that their liability is effectively covered by an insurance contract.

#### 8.4.2 Acknowledgement of debt

The Insured Party undertakes to reimburse the Insurer within one month for the costs of services not covered by these Terms and Conditions that the Insurer has agreed to by way of an advance or voluntary intervention.

#### 8.4.3 Limitation period

All proceedings deriving from this agreement are subject to a limitation period of three years from the event that gave rise to them.

#### 8.4.4 Jurisdiction

Any dispute arising from this agreement shall be exclusively heard by the courts and tribunals of Luxembourg.

#### 8.4.5 Law of the Contract

This Contract is governed by the Law of 27 July 1997 on insurance contracts.

#### 8.4.6 Protection of privacy

In accordance with the amended Law of 2 August 2002 on the protection of persons with regard to the processing of personal data, the Insured Party authorises the Insurer and the Policy Holder to record and process data that he/she has submitted to them and subsequently submits to them, in order to assess the risks, prepare, establish, manage and perform the insurance contracts, settle any claims and prevent fraud. The data controller is the Insurer. It may disclose this data to third parties in the cases and according to the terms and conditions set out in Article 111-1 of the amended Law of 6 December 1991 on the insurance sector, enshrining professional secrecy in the insurance field.

The Insured Party has the right to access and rectify his/her data. He/she may exercise this right by sending a written request to the data controller.

#### 8.4.7 Consent clause

The Insured Party authorises the Insurer and the Policy Holder to process medical or sensitive information concerning them, to the extent necessary for the following purposes: assistance management, cost management, the settlement and management of any disputes.

#### 8.4.8 Precedence of French version

In the event of any divergence between the French version of these General Terms and Conditions and another version in another language, the French version shall prevail.