

Schengen Assistance General Conditions





1. DEFINITIONS

1.1. Personal accident

A sudden event, independent of the will of the insured individual, which leads to a physical injury attested by a competent medical authority, one of the causes of which is external to the victim's body.

1.2. Insured individual

The person named in the special conditions of the contract.

1.3. Competent medical authority

A medical practitioner recognised either by the Belgian legislation or by the current legislation in the country where the medical incident occurred.

1.4. Medical incident

The illness or the injury affecting the insured individual and requiring emergency health care and/or emergency hospital care.

1.5. AXA ASSISTANCE

Inter Partner Assistance, insurance company with head offices in Belgium at Avenue Louise, 166 box 1, B-1050 Brussels, an authorised insurance company under the number 0487 and registered under company number 0415.591.055 with the Brussels Chamber of Commerce (Belgium).

1.6. Illness

Any involuntary and medically discernable health issue.

1.7. Country of residence

The country named in the special conditions.

1.8. Subscriber

The individual who subscribes to the assistance contract.

1.9. Repatriation or Medical repatriation

Transport of the insured individual who is sick or injured to a hospital accompanied by medical staff (doctor and/or nurse). Repatriation is only considered in the event of a medical emergency that cannot be treated locally.

2. PURPOSE AND SCOPE OF ASSISTANCE

2.1. Purpose

AXA ASSISTANCE ensures, up to the amounts indicated, including taxes, an assistance service when the insured individual is the victim of events as defined in the present contract, and, more generally, help in the day-to-day circumstances listed in the present contract.

2.2. Geographical scope

The assistance service covers the countries that are part of the Schengen area at the time of the insured event, in addition to Switzerland and Liechtenstein.



3. CONDITIONS FOR SUPPLYING ASSISTANCE SERVICE

A. AXA ASSISTANCE will do everything in its power to assist the insured individual under the circumstances defined, whether private or professional. These circumstances are covered during the period of validity of the contract, within the geographical scope of the contract and up to the insured amounts inclusive of taxes.

B. AXA ASSISTANCE will choose the most appropriate mean of transport: for distance below 1 000 km, the preferred mean of transport will be rail (1st class); for distance greater than 1 000 km, the preferred mean of transport will be scheduled aircraft (economy class), unless otherwise specified in the contract.

C. Services not requested at the time of the incident, or refused by the insured or organised without the approval of AXA ASSISTANCE will not provide to an *a posteriori* right to refund or compensation. The incident must be notified to AXA ASSISTANCE at the time of occurrence and a certificate from the local authorities or emergency organisation must be submitted.

The exceptions to this rule are:

- search and rescue costs;
- transport costs for accidents on ski slopes.

D. The warranty covers travel lasting a maximum of 90 consecutive calendar days. Incidents occurring beyond this period are not covered.

4. ASSISTANCE TO THE INSURED INDIVIDUAL IN THE SCHENGEN AREA, FOLLOWING A MEDICAL INCIDENT

4.1. Medical assistance

In the event of a medical incident, the AXA ASSISTANCE medical team will immediately contact the local treating doctor in order to provide the most appropriate assistance to the insured individual. In every case, local authorities organise first emergency aid.

4.2. Reimbursement of medical expenses

In case of a medical incident, AXA ASSISTANCE will meet the following costs of treatment received abroad:

- medical and surgical fees;
- medication prescribed by a local doctor or surgeon;
- costs of emergency dental treatment up to a maximum of € 150 per insured individual;
- hospital expenses, where AXA ASSISTANCE doctors conclude that the insured individual should not be transported;
- costs of local transport ordered by a doctor.

AXA ASSISTANCE will pay for medical expenses in complement of payments that the insured or his/her heirs would receive from Social Security and/or from any other health insurance organisation.

4.3. Assistance following repatriation following a medical incident

If the insured individual is hospitalised after a medical incident and if the AXA ASSISTANCE medical team considers necessary to transport him or her to a better equipped or more specialised medical centre, or one closer to his home, AXA ASSISTANCE will organise and pay for medical transport or repatriation of insured individual, under medical supervision if necessary, and according to the gravity of the case by:

- rail (1st class);
- ambulance;



- scheduled aircraft, economy class with special arrangements if required;
- air ambulance.

If the health condition of the insured individual does not require a hospitalisation, he or she will be transported back to his country of residence.

AXA ASSISTANCE medical doctor will decide on appropriate transport and the means necessary based on technical and medical grounds. The AXA ASSISTANCE doctor must give his consent before any transport.

5. LIMITS AND DEDUCTIBLE

5.1. Limits

AXA ASSISTANCE will meet the costs of treatment up to a maximum of € 30 000 per insured individual, after the exhaustion of benefits guaranteed by any third party and on presentation of documentary evidence.

5.2. Deductible

An excess of € 50 applies to each medical incident.

6. EXCLUSIONS

The following cases are not covered and will not be reimbursed:

- expenses incurred by the insured individual without the prior consent of AXA ASSISTANCE (unless otherwise specified in the contract);
- cost of meals, breakfast excepted;
- taxi fares (unless otherwise specified in the contract);
- expenses foreseen before travelling abroad;
- foreseeable damage consequent to an intentional act or an omission for which the insured is liable;
- the need for assistance arising when the insured is in a state of drunkenness, punishable alcoholic intoxication or a similar state due to products other than alcoholic drinks;
- events caused by a deliberate act, suicide or attempted suicide;
- events caused by a rash act, a wager or a challenge in which the insured individual is involved;
- events resulting from acts of war, general mobilisation, requisition of men and equipment by the authorities, terrorism or sabotage, unless the insured can demonstrate that he was not involved in these events;
- social disputes such as strikes, lock-outs, riots or public disturbances, unless the insured can demonstrate that he was not involved in these events;
- nuclear accidents as defined by the Paris Convention of 29 July 1960 or resulting from radiation from radioisotopes;
- participation in competition in a professional capacity, or training in preparation for such events;
- services that AXA ASSISTANCE cannot provide by reason of *force majeure*;
- all expenses not explicitly considered as covered in the contract.

Warranties do not cover:

- conditions or minor injuries that do not prevent the insured from continuing his or her journey;
- pregnancy after the 28th week and voluntary terminations;
- illness, relapse and convalescence in relation to any known condition, not yet stabilised and under treatment before the date of departure and posing a real danger of rapid deterioration;



- costs of precautionary medicine and thermal treatments
- surgery and treatment of an exclusively aesthetic nature.

7. LEGAL FRAMEWORK

7.1. Start of contract

Unless otherwise agreed, the contract starts on the date indicated in the special conditions.

7.2. Duration of contract

The contract lasts for the duration indicated in the special conditions.

7.3. Premium payment

The premium, plus any taxes and contributions, is payable by credit card.

7.4. Insured individual duties

A. Claim declaration

1. The insured individual must notify AXA ASSISTANCE of his or her claim as soon as possible.
2. The insured individual will supply, without delay, all necessary information and answer all questions in order to determine the circumstances and the extent of the claim.

In order to organise assistance optimally, and, in particular, in order to determine the most appropriate mean of transport (aircraft, train etc.), the insured individual will contact AXA ASSISTANCE before any intervention, and will incur no assistance costs without its agreement.

Otherwise, these expenses will be reimbursed up to the amounts indicated in the general conditions, and to the limit of the costs that AXA ASSISTANCE would have incurred had it organised the service itself.

B. Duty of the insured in the event of a claim

1. The insured individual must take all reasonable measures to prevent and to mitigate the consequences of the medical incident.
2. The insured individual will, within a maximum of one month after the action of AXA ASSISTANCE:
 - provide evidence of the expenses incurred;
 - provide proof of the events giving rise to the guaranteed benefits;
 - return unused transport tickets if AXA ASSISTANCE has paid for those;
 - take all the necessary steps to obtain payment from social security and/or health insurance organisations covering the same costs.

C. Sanctions

1. If the insured individual fails to comply with one of the obligations described above, and if this results in a prejudice to AXA ASSISTANCE, the latter has the right to claim a reduction in the benefits paid equal to the damage incurred.
2. AXA ASSISTANCE may refuse its warranty if the insured individual has failed to comply with these obligations with fraudulent intent.



7.5. Subrogation and insurance plurality

7.5.1. Liable third party

Subrogation: When AXA ASSISTANCE has provided assistance or paid compensation, it will assume the rights and actions of the insured individual against third parties liable for the damage, to the extent of the benefits paid.

If the actions of the insured individual limit the subrogation in favour of AXA ASSISTANCE, the latter may claim to the insured individual the amount of compensation to the extent of the prejudice that AXA ASSISTANCE has suffered.

Except in the event of ill intent, AXA ASSISTANCE will have no recourse against the descendants, ascendants or spouse of the insured or the direct descendants or ascendants of his spouse, nor against members of his household, his guests or the members of his domestic staff. However, AXA ASSISTANCE may have recourse against these persons to the extent that their responsibility is effectively guaranteed by a contract of insurance.

7.5.2. Plurality of insurance

AXA ASSISTANCE will only act after the exhaustion of the warranties paid by other health insurance and assistance organisations or the social security benefits to which the insured may be entitled. In the event that these organisations jointly choose a mean of redress for the costs of damage other than that set out above, AXA ASSISTANCE will opt for the allotment scale under Article 45 from the Law of 25 June 1992.

Where it has provided assistance or paid compensation, AXA ASSISTANCE will assume the rights and actions of the insured against third parties responsible for the damage, to the extent of the benefits paid.

7.6. Non-contractual intervention

In the interest of the insured individual, AXA ASSISTANCE may pay expenses not covered by the contract.

In this case, the insured will undertake to refund these expenses within three months of the request for assistance.

7.7. Correspondence

Communications or notifications to the insured individual will be validly made to the address indicated by him in the contract, or that he may subsequently have reported to AXA ASSISTANCE.

Communications or notifications from the insured individual will be validly made to AXA ASSISTANCE, Avenue Louise, 166 box 1, B-1050 Brussels BELGIUM

7.8. Protection of privacy

The data passed to AXA ASSISTANCE can be used for the purpose of customer service, risk acceptance, and management of contracts and claims. The law grants the people involved a right of access and modification. Additional information can be received from the Commission for the protection of privacy (law of 8 December 1992 relative to the protection of privacy when processing personal data and the Royal Decree of 13 February 2001).

7.9. Jurisdiction

Any dispute that may arise between the parties will fall under the sole jurisdiction of the Courts of Brussels (Belgium). On this matter, only general terms and conditions in French are valid reference. Translation from French to English is as reliable as possible.



7.10. Contract law

The present contract is governed by the Belgian law and more specifically by the law of 25 June 1992 on terrestrial insurance.