

**AXA Schengen
“Low Cost”
General Conditions**



1. DEFINITIONS

1.1. Physical accident

An unexpected event beyond the control of the insured party causing a physical injury confirmed by a competent medical authority, of which one of the causes is outside the victim's body.

1.2. Insured party

The person mentioned in the special conditions of the policy.

1.3. Competent medical authority

A medical practitioner recognised by Belgian law or by the law in force in the country concerned.

1.4. AXA ASSISTANCE

Inter Partner Assistance, insurance company with head office in Belgium at B-1050 Brussels, Avenue Louise, 166-B1, assistance company authorised under no. 0487, B.C.E. 0415.591.055. Inter Partner Assistance is a wholly-owned subsidiary of the AXA Assistance Group and is part of the AXA Group.

1.5. Policy

The insurance policy is comprised of the present General Conditions and the Special Conditions.

1.6. Excess

The lump sum to be paid by the insured party when a claim is accepted by the company.

1.7. Medical incident

The illness or physical accident suffered by an insured party requiring **emergency** medical care and/or **emergency** hospital care.

1.8. Illness

Any involuntary health problem that can be detected medically.

1.9. Country of residence

The country mentioned in the Special Conditions.

1.10. Policyholder

The natural or legal person who has concluded the assistance contract.

1.11. Repatriation or repatriation for health reasons

The transportation of a sick or injured insured party to a health centre accompanied by medical staff (doctor and/or nurse). Repatriation is only envisaged in case of a medical emergency where appropriate treatment cannot be given locally.

1.12. Assistance service

A service that organises the services described in the present Conditions and pays for them within the limits described therein.

2. SUBJECT, EXTENT AND DEPLOYMENT OF THE ASSISTANCE

2.1. Subject

AXA ASSISTANCE guarantees – up to the amounts indicated in the present General Conditions, including tax – an assistance service when the insured party is the victim of the events defined in the present Conditions and, more generally, help in the situations described by the present Conditions.

2.2. Territorial coverage

The assistance service is provided in all the countries of the Schengen area at the time of the insured event, including Liechtenstein. In all cases, the present insurance does not cover the country of residence.

2.3. Procedure to be followed in case of a medical incident

Contact the call centre as soon as the situation seems likely to involve expenses that come within the scope of the insurance cover described hereafter. The call centre can be contacted 24 hours a day, 7 days a week at the telephone number mentioned in the Special Conditions.

The following information must be given to the call centre:

- The number of your policy, which begins with “SCH”
- The address and telephone number at which you can be reached and the details of the people that can be contacted locally
- The dossier number, which is communicated at the time of the first call.

For a request for reimbursement of the costs paid in advance after the agreement of AXA ASSISTANCE, the insured party must submit all the probatory documents confirming that the request was justified.

3. CONDITIONS FOR PROVIDING THE ASSISTANCE SERVICE

A. AXA ASSISTANCE will do everything to assist the insured party during the defined events, whether private or professional. These events will be covered throughout the lifetime of the contract, within the limits of the territory covered by the contract and the amounts guaranteed, including tax.

B. The most appropriate means of transport will be chosen by AXA ASSISTANCE; if the distance to be covered is less than 1,000 Km, the priority transport will be by train (1st class); if the distance to be covered is greater than 1,000 Km, the priority transport will be by air (economy class), unless stated otherwise in the contract.

C. Any services refused by the insured party or organised without the agreement of AXA ASSISTANCE will not subsequently give entitlement to reimbursement or indemnity. It is imperative that AXA ASSISTANCE be informed immediately when an event occurs and, as the case may be, that a certificate from the local authorities or assistance organisation be sent thereto.

D. The cover is limited to the insured period of time indicated in the Special Conditions. In all cases, the cover is limited to journeys undertaken within a maximum period of 90 consecutive calendar days.

4. PERSONAL ASSISTANCE IN THE SCHENGEN AREA FOLLOWING A MEDICAL INCIDENT

4.1. Medical assistance

In the case of a medical incident, the medical team of AXA ASSISTANCE will, after the first call from the insured party, contact the local attending physician in order to intervene under the conditions most appropriate to the condition of the insured party.

In all cases, the organisation of first aid is assumed by the local authorities.

4.2. Payment of medical expenses

In the case of a medical incident, AXA ASSISTANCE will pay for the following medical expenses:

- Medical and surgical fees;
- The medications prescribed by a local doctor or surgeon;
- The cost of urgent dental care, up to a maximum of €150 per insured party;
- The cost of hospitalisation if the doctors of AXA ASSISTANCE consider that the insured party cannot be transported;
- The costs of transport ordered by a doctor for a local journey.

Cover for these items will be in addition to the reimbursements and/or payments obtained by the insured party or his/her rightful claimants from third-party payers and/or any other provident or social security organisation to which he/she is affiliated.

4.3. Repatriation or transportation following a medical incident

If the insured party is hospitalised following a medical incident and the medical team of AXA ASSISTANCE considers it necessary to transport him/her to a medical centre that is better equipped, more specialised or closer to his/her country of residence, AXA ASSISTANCE will organise and pay for the repatriation or transportation of the insured party who is ill or injured, under medical supervision if necessary, and according to the seriousness of the case by the following means:

- Rail (1st class);
- Ambulance;
- Regular airline, economy class with special equipment if necessary;
- Medically-equipped aircraft.

If the condition of the insured party does not require hospitalisation, he/she will be transported to his/her country of residence.

The decision on the method of transport and the resources to be deployed will be taken by the doctor of AXA ASSISTANCE, based solely on technical and medical imperatives. It is imperative that the doctor from AXA ASSISTANCE sign his agreement before any transportation takes place.

4.4. Assistance in case of death

If the family opts for burial or cremation in the country of residence, AXA ASSISTANCE will organise the repatriation of the mortal remains and pay for the following:

- the costs funerary arrangements;
- the costs of placing the body in the bier locally;
- the costs of a coffin, up to a maximum of 750 EUR;
- the costs of transporting the mortal remains from the place of decease to the place of burial or cremation.

The costs of a ceremony and burial or cremation will not be covered by AXA ASSISTANCE.

In the case of burial or cremation in the country where the insured party died, AXA ASSISTANCE will pay for the same items mentioned above.

For the coverage of fees in case of death, AXA Assistance agrees to reimburse up to 3.000 EUR per insured.

5. INTERVENTION CEILING AND EXCESS

5.1. Intervention ceiling for medical expenses and repatriation

AXA ASSISTANCE undertakes to pay a maximum of €30,000 per insured party in the Schengen area and up to CHF 50,000 for medical incidents that occur and are treated in Switzerland, after exhaustion of the subsidies guaranteed by any third-party payer and on presentation of the probatory documents. These two limits apply to one medical incident and are not accumulable.

5.2. Excess

An excess of €100 applies to each medical incident. One medical incident may involve the payment of several invoices. The excess is reduced to €50 for urgent dental care. When the insured party is reimbursed, any bank transfer outside the European Union will be subject to a charge of €20.

6. EXCLUSIONS

The following are not covered:

- a) Expenses for which AXA ASSISTANCE has not given its agreement;
- b) Expenses already known before the start of the journey;
- c) Pre-existing and diagnosed condition with a risk of getting worse;
- d) Relapse or deterioration of an illness or pathological condition existing before the journey;
- e) An insured party whose journey was undertaken for a medical diagnosis and/or treatment;
- f) Health cures, sojourns in a convalescent establishment and convalescent, rehabilitation and physiotherapy care;
- g) Periodical examinations for monitoring or observation purposes, as well as the costs of spectacles, contact lenses, medical devices and the purchase or repair of prostheses;
- h) Medical check-ups, the costs of contraception;
- i) Preventive medicine, vaccines and vaccinations;
- j) Optional or non-urgent care, even if given following an urgent situation;
- k) Beauty treatments, dietary treatments and any costs of diagnosis or treatment not officially recognised (homeopathy, acupuncture, etc.);
- l) Benign diseases or lesions that do not prevent the insured party from pursuing his/her journey;
- m) The diagnosis, monitoring and treatment of pregnancy, except for the existence of a distinct complication that could not be foreseen before 28 weeks;
- n) Childbirth and voluntary pregnancy terminations;
- o) Depression and/or mental illness, unless it appears for the first time;
- p) Repatriation for an organ transplant;
- q) An illness or accident that is the consequence of taking alcohol, drugs, narcotics or abusive consumption of medications or any other substance not prescribed by a doctor that changes a person's behaviour;
- r) Conditions resulting from an intentional act, suicide or suicide attempt;
- s) Conditions provoked by a reckless act, a wager or a challenge on the part of the insured party;
- t) An illness or accident occurring as the result of an illegal or unauthorised activity (crimes, brawls – except for self-defence);
- u) Competitive sports practised at professional level;

- v) Accidents occurring during a motor race in which the insured party takes part as a competitor or as an assistance to a competitor;
- w) Conditions resulting from a nuclear accident as defined by the Paris Convention of 29 July 1960 or from radiation from radio-isotopes;
- x) The services that AXA ASSISTANCE cannot provide due to force majeure;
- y) Terrorist attacks, insurrections, civil unrest, civil war and all the consequences of the exclusions mentioned above.

7. LEGAL FRAMEWORK

7.1. Start of the contract

The contract will take effect on the date indicated in the Special Conditions and after receipt of the premium payment.

7.2. Duration of the contract

The contract is concluded for the period indicated in the Special Conditions.

7.3. Premium payment

The premium indicated when the policy is purchased includes taxes and contributions. It is payable in cash when the policy is taken out.

If the insured party can provide official proof that he/she was refused his/her visa, AXA ASSISTANCE agrees to reimburse the cost of the insurance policy. However, such reimbursement will exclude the transaction costs and any money transfer or currency exchange costs.

7.4. Obligations of the insured party

A. Premium payment

The insured party undertakes to pay the premium, or have it paid by a third party, by means of a legitimate form of payment.

B. Declaring a claim

1. The insured party undertakes to inform AXA ASSISTANCE of any claim as soon as possible.
2. The insured party undertakes to provide, without delay, any useful information and to answer the questions put to him/her to determine the circumstances and assess the extent of the claim.

In order that the assistance can be organised as well as possible and in particular to arrange the most appropriate means of transport (plane, train, etc.), the insured party must make sure to contact AXA ASSISTANCE before any intervention and not to incur any assistance expenses without the latter's agreement.

C. Obligations of the insured party in the case of a claim

1. The insured party must take all reasonable measures to prevent and lessen the consequences of the claim.
2. The insured party undertakes to do the following within a maximum period of one month after the intervention of AXA ASSISTANCE:
 - Submit the documents justifying the expenses incurred for which AXA ASSISTANCE has given its agreement;
 - Provide proof of the facts giving entitlement to the payments guaranteed;
 - Return any travel tickets not used for which AXA ASSISTANCE has paid;

- Immediately take any steps necessary with regard to the Social Security and/or provident organisations covering the same expenses to obtain their recovery.

D. Penalties

1. If the insured party fails to fulfill any of the obligations listed above and AXA ASSISTANCE suffers a prejudice as a result, the latter will have the right to claim a reduction in its payment equal to the value of that prejudice.

2. AXA ASSISTANCE may decline its insurance cover if the insured party fraudulently fails to fulfill any of the obligations listed above.

7.5. Subrogation and plurality of insurance cover

7.5.1. Responsible third party

AXA ASSISTANCE, after providing assistance or paying indemnities, is subrogated up to the amount thereof in the rights and lawsuits of the insured party against the third parties responsible for the damage.

If, because of the insured party, that subrogation can no longer produce its effects in favour of AXA ASSISTANCE, the latter may reclaim restitution from the insured party of the indemnity paid, up to the extent of the prejudice suffered.

Except in the case of criminal intent, AXA ASSISTANCE shall have no recourse against the descendants, the ancestors, the spouse or relations directly related to the insured party, nor against any persons living in the latter's home, his/her guests or members of his domestic staff.

However, AXA ASSISTANCE may take recourse against those persons to the extent that their responsibility is effectively guaranteed by an insurance contract.

7.5.2. Plurality of insurance cover

AXA ASSISTANCE will only intervene after the cover granted by other provident, insurance and assistance organisations or Social Security services to which the insured party is entitled has been exhausted. If those organisations provide between them for a method of covering the cost of the claim different from the one mentioned above, AXA ASSISTANCE shall opt for the distribution key provided by Art. 45 of the law of 25 June 1992.

AXA ASSISTANCE, after providing assistance or paying indemnities, is subrogated up to the amount thereof in the rights and lawsuits of the insurers against the third parties responsible for the damage.

7.6. Correspondence

Communications or notifications destined for the insured party shall be validly sent to the electronic address (e-mail) that the latter has indicated in the contract or which he notifies subsequently to AXA ASSISTANCE.

Communications or notifications from the insured party shall be validly sent to AXA ASSISTANCE, avenue Louise, 166 bte 1, B-1050 Brussels, BELGIUM.

7.7. Protection of Privacy

The details sent to AXA ASSISTANCE may be used for the purposes of customer service, acceptance of risks, and the management of contracts and claims. The law grants the persons concerned a right of access and rectification. Additional information may be obtained from the Commission for the Protection of Privacy (law of 8 December 1992 on the protection of privacy with regard to processing personal information and the Royal Decree of 13 February 2001).

7.8. Jurisdiction

Any dispute arising between the parties shall come under the exclusive jurisdiction of the Courts of Brussels (Belgium). In this respect, only the General Conditions written in French shall be applicable.

7.9. Contract law

The present contract is governed by Belgian law, particularly that of 25 June 1992 on terrestrial insurance contracts.