

GOLDEN TRAVEL INSURANCE

INSURANCE CONDITIONS

(Ref. 0420 – GTIN – 010105)
COMMON PROVISIONS

The following provisions are applicable to the insurance contract in its entirety.

1. DEFINITIONS

- **The Policy Holder:** the natural or legal person concluding the insurance contract for his/her own account or acting on behalf of another person named in the contract.
- **The Insurer:** "THE EUROPEAN", GOODS AND LUGGAGE INSURANCE COMPANY plc, hereinafter referred to as "The European", insurance company accredited under code No. 0420, with headquarters at Tweekerkenstraat 14 rue des deux Eglises, 1000 Brussels.
- **The Insured:** the person named as such in the insurance contract who benefits from the guarantee.
- **Family member to the second degree:** parents and parents-in-law, grandparents, children, brothers(-in-law) and sisters(-in-law).

2. FORMATION OF THE INSURANCE CONTRACT

- The insurance contract is formed after signature by the Policy Holder, and after its acceptance by the Insurer.
- The insurance contract must be concluded before the date of departure on the holiday and, with regard to the "Cancellation costs" insurance, not later than 15 days after reservation of the holiday and, if "only" flight or train tickets, not later than the day of issue of the tickets.
- For contracts of a duration of more than 30 days, the Parties have the right to terminate the contract within 30 days of conclusion of the insurance contract. Such termination shall have immediate effect if decided on the part of the Policy Holder, and shall become effective after 8 days if decided on the part of the Insurer.

3. COMMENCEMENT AND DURATION OF THE INSURANCE CONTRACT

The insurance contract is concluded for the duration indicated in the policy, subject to a minimum duration equal to the entire duration of the voyage.

The insurance contract commences on the date of signature and after payment of the premium.

4. VALIDITY OF GUARANTEE

- The guarantee is accorded to insured persons residing in Belgium.
- The guarantee is likewise accorded to insured persons residing in a Member State of the European Union or in Switzerland, this in so far as the holiday is organized or sold by a tour operator or a travel agency operating in Belgium or in the Grand-Duchy of Luxembourg.

5. DURATION OF GUARANTEE

- The guarantee is accorded for the period indicated in the policy. It commences from the moment the Insured leaves his/her place residence and remains effective until return to his/her residence in Belgium.
- However, the guarantee is limited to a maximum of 120 consecutive days spent outside Belgium.
- The "Cancellation costs" insurance guarantee is valid throughout the period indicated in the policy. It becomes effective upon signature of the contract and ends at the end of the voyage.

6. TERRITORIAL COVERAGE

The guarantee is valid according to the terms and conditions set forth in the policy:

- either in Europe (including Turkey, Morocco, Tunisia, Egypt, Israel, the Canary Islands, the Azores, Madeira and Iceland).
- or worldwide.
- Assistance "Vehicles" is valid only in the countries mentioned on the international insurance card (green card) for the insured vehicle. The guarantee for Turkey is limited to the European part of the country.

7. APPLICABLE LAW - STATUTE OF LIMITATIONS

- The insurance contract is governed by Belgian Law.

- All legal proceedings issuing from this insurance contract shall lapse after a period of 3 years, to be calculated from the day of the event originally cited as grounds therefor.

8. SUBROGATION

The European is automatically substituted in the rights of the Insured with regard to claims against liable third parties to the insured amount, except for amounts paid under guarantee F, "Physical Accident".

9. PLACE OF RESIDENCE

The contracting parties shall have the following official fixed addresses:

- for The European: the company headquarters.
- for the Policy Holder: the address indicated in the policy.

In order to be valid, any communication to The European must be addressed to the company headquarters.

10. MEDICAL EXAMINATION

In case of physical accident or sickness, The European may make arrangement for a medical examination.

The Insured shall authorize The European to take official note of his/her medical file.

11. GENERAL EXCLUSIONS

The European is under no obligation to pay compensation in case of:

- willful (*non-accidental*) material damage perpetrated by the Insured;
- suicide committed by the Insured;
- excessive consumption of alcohol, or of medicinal products or drugs customarily prescribed by a doctor;
- natural disaster: landslide; rockfall, subsidence, earthquake, snow mass pressure, hail-strike; high water, forest fire, flood, hurricane;
- the effects of nuclear / atomic incident or of ionizing radiation;
- war, strike or civil unrest, civil war or mob violence, unless the Insured is able to prove, to the satisfaction of the Insurer, the absence of any causal connection with the event resulting in loss or material damage;
- all indirect costs.

A. ASSISTANCE

Only those guarantees the insured opted for at the booking will be of application.

For the "Full option" formula: all guarantees are of application.

For the "Cancellation" formula: only the conditions under D. "cancellation insurance".

I. ASSISTANCE CONCERNING THE INSURED PERSON

1. SICKNESS OR PHYSICAL ACCIDENT

The European contacts its medical team and the attending doctor immediately upon receipt of an emergency call to its emergency switchboard; they take the necessary joint action following appropriate medical advice.

If the doctors advise repatriation, The European makes arrangement, at its own expense, for the repatriation of the Insured to his/her place of residence, or to the local medical facility or, if necessary, to a more specialized medical centre, by:

- medical aircraft,
- regular scheduled flight,
- 1st class train, sleeper train or couchette train,
- ambulance,
- some other suitable means of transport depending on the circumstances of repatriation.

Repatriation shall be conducted under the supervision of a doctor and/or nurse should the medical condition of the insured so require.

The choice of means of transport for repatriation and of medical facility is concerned only with the physical welfare of the Insured, and is effected by the doctor in charge of the medical team of The European after consultation with the local doctor.

For countries outside Europe, the Mediterranean Sea region, the Canary Islands or Madeira, repatriation is via regular scheduled flight only.

2. DEATH OF THE INSURED

The European, with the unanimous consent of the next of kin, will organize and pay for:

- either the full transport costs of the body from the place of decease outside Belgium to a place of burial in Belgium, in a Member State of the European Union or in Switzerland,

- or the costs of local burial as a result of decease abroad to a maximum of the amount of compensation in the event of repatriation of the deceased.
- b) The European will further:
 - defray the costs of *post mortem* examination;
 - pay for the coffin to a maximum of €1 500.

3. MEDICAL COSTS RESULTING FROM SICKNESS OR PHYSICAL ACCIDENT

In the event that the Insured suffers sickness or physical accident during the holiday abroad, The European will reimburse, to the total amount of €250 000 per insured person:

- a. the medical or paramedical fees,
- b. the medicines and drugs prescribed by the doctor,
- c. the admission and treatment costs involved in hospitalization,
- d. the cost of the local transport of the insured person, sick or injured abroad, to a medical centre prescribed by the doctor,
- e. and, in addition:
 1. any dental care received abroad to a maximum of €250, including emergency repair of the insured person's dental prostheses to a maximum of €50,
 2. hotel costs to €65 per day over a maximum of 10 days for the insured and the insured husband/wife/life partner or person travelling with the insured person in connection with the extension of the stay on medical advice,
 3. additional hotel costs in connection with any arrangements made with a view to the improved physical comfort of the insured person, on medical advice, to a maximum of €25 per day over a maximum of 10 days.
 4. the taxi fare for the husband/wife/life partner or person accompanying the Insured abroad to visit the insured person in hospital. Such payment on the part of The European is limited to €100 for all insured persons,
 5. the costs incurred abroad, to a maximum of €250, for the purchase of contact lenses, corrective spectacles or prostheses following a physical accident abroad,
 6. the cost of a ride in an ambulance, in Belgium, to the hospital centre nearest to the place of residence of the Insured, this limited to a single such payment,
 7. to the amount of €12 500, the costs of psychological treatment or counselling for the Insured in case of natural disaster, attempted murder or hostage-taking situation involving the Insured either as victim or as direct witness.

The European further pays the costs for medical and/or paramedical treatment prescribed in Belgium for one year for insured persons residing in Belgium to the amount of €6 200 per insured person, provided that such medical care is the direct consequence of physical accident supervening while travelling in Belgium or abroad.

Payment for paramedical costs is limited to €500.

Such compensation does not apply in respect of medical and/or paramedical costs incurred in Belgium after the sickness.

II. ADDITIONAL ASSISTANCE CONCERNING THE INSURED PERSON

1. INTERRUPTION OF HOLIDAY DUE TO EARLY RETURN

The European organizes and pays for either the return journey of the Insured and the insured family members to the second degree, or the 1st class return train journey or scheduled flight of the Insured due to:

- a. death, serious illness or physical accident of the husband/wife/life partner or of a member of family to the 2nd degree,
- b. serious material damage to the immovable property of the Insured necessitating his/her physical presence,
- c. call-up of the Insured to undergo surgery as donor or recipient of an organ,
- d. summons of the Insured by a Belgian court neither served nor known of at the time of departure.

The European will further pay the real costs of the homeward journey of the Insured and the insured members of family to the 2nd degree by train (1st class) or by regular scheduled flights (economy class) for any dependent insured travelling companions if they are unable to make the homeward journey themselves using the planned means of transport.

2. SUPPORT CONCERNING THE FAMILY

In case of the Insured being admitted to hospital abroad as a result of sickness or physical accident, The European organizes and pays for:

- a. the return train (1st class) journey or regular scheduled flight (economy class) of a family member to the 2nd degree to visit the Insured, if the seriousness of his/her medical condition warrants such visit,
- b. the return train (1st class) journey or regular scheduled flight (economy class) of a family member, or other person appointed by

the family, to mind the insured children named in the policy and to accompany them on their journey back to their place of residence, provided that such place of residence is situated in Belgium, in the European Union or in Switzerland, and provided that such minors are unable to make their own way home. The guarantee likewise covers the transport costs in connection with the homeward journey of the insured children,

- c. in addition: the local accommodation costs for the family member or other appointed person to a maximum of €625.

3. ADDITIONAL RETURN COSTS

In the event that The European proceeds to the repatriation of the Insured, or in the event of the death of the Insured outside Belgium, The European will defray any additional transport costs in connection with the homeward journey by train (1st class) or by regular scheduled flight (economy class) to the place of residence of the insured family and any insured travelling companions, dependent on the Insured, unable to make the homeward journey on their own using the means of transport originally provided.

The European also pays any additional costs in connection with transportation to the place of residence by train (first class) or by regular scheduled flight (economy class) incurred by the Insured or by the insured husband/wife/life partner or travelling companion if the homeward journey cannot be undertaken on the planned date due to an extended stay, on medical advice, in connection with the sickness or physical accident of the Insured.

4. MEDICAL ADVICE

The medical team of The European can be contacted 24 hours a day by insured persons requiring further information or medical advice in connection with the country of destination before leaving Belgium.

5. CONSIGNMENTS OF MEDICAMENTS TO OTHER COUNTRIES

In case of sickness abroad, The European, in consultation with the medical team, will send the Insured any vital drugs or medicine prescribed by a doctor if they cannot be obtained locally but are available in Belgium.

6. FORWARDING OF URGENT MESSAGES

If the Insured calls upon one of the assistance guarantees provided in this policy and wishes to inform the members of his/her family or other persons in his immediate vicinity to that effect, The European will make the necessary arrangements to forward the message to those persons.

The European may in no case be held responsible for the contents of such messages which are, in any case, subject to the relevant Belgian and international legislation.

7. LOSS OR THEFT OF LUGGAGE

In the event of loss or theft of the Insured's luggage while travelling abroad, The European will organize, and pay for, a case of personal items to be sent out to the Insured at the place of residence abroad.

This case must be delivered to The European's emergency switchboard by a family member of, or by another person appointed by, the Insured.

8. LOSS OR THEFT OF TRAVEL DOCUMENTS

In the event of loss or theft of the necessary travel documents (identity card, passport, driver's licence, ...) of the Insured outside Belgium, The European will pay the costs of their replacement on condition that the Insured completes all necessary formalities in the country concerned (declaration to the competent authorities, police, embassy, consulate, ...).

Upon loss or theft of travel documents, The European will provide, on request by the Insured, the necessary replacement tickets allowing him/her to continue the holiday, on condition that the Insured has credited the account of The European with the value of the tickets beforehand.

9. RETURN OF DOMESTIC ANIMALS

Domestic animals are returned/repatriated if left behind in the country concerned due to the early insured homeward journey of all insured persons.

10. ASSISTANCE IN CASE OF HOSPITALIZATION OF A CHILD OF THE INSURED IN BELGIUM

The European organizes and pays for the repatriation of all insured persons to the 2nd degree if a child (max. 18 years) of the insured has to be admitted to hospital for more than 48 hours.

In addition, The European, in consultation with the insured and with its medical team, settles the hospital fees and defrays the transport costs.

Developments in the state of health of the hospitalized child are monitored by the medical team of The European until such time as the parent(s) return to the place of residence.
The hospital fees are charged to the Insured.

11. TRANSFERS OF MONEY ABROAD

After The European receives the required sum (max. €3 750), it sets this sum aside to meet urgent unforeseen expenditure abroad.

12. REIMBURSEMENT OF THE SKI-PASS

If, due to an accident abroad, the Insured is physically unable to go skiing, The European will reimburse the unused days on the ski-pass to a maximum of €250. A medical certificate must be obtained from the doctor in the country concerned.

13. PROVISION OF PROFESSIONAL DOCUMENTS

In the event of loss or theft of documents abroad while travelling for business reasons, The European will organize and pay for the dispatch of the necessary replacement documents.

14. SENDING A REPLACEMENT FOR BUSINESS TRIPS

The European pays the costs involved in sending a professional replacement to the country concerned in case of sickness, repatriation or early return.

15. SEARCH AND LIFE-SAVING COSTS

The European, in consultation with its emergency switchboard, will pay the justified costs incurred abroad for the deployment of a life-saving team or search party to save or, as the case may be, to find the Insured.

16. LEGAL ASSISTANCE – LEGAL DEPOSIT

The European will advance the lawyer's fees in the country concerned to a maximum amount of €1 250 per insured person to defend the interests of the Insured following a road accident supervening abroad, provided that the Insured is not receiving legal assistance under an accidental damage vehicle insurance.

In the event that the local authorities order the Insured to pay a legal deposit in connection with a road accident, The European will advance the deposit to an amount of €12 500 per insured person. The Insured shall repay that amount to The European within 3 months of returning to Belgium, or immediately if the local authorities release the deposit before expiry of this period.

III. ASSISTANCE CONCERNING THE INSURED VEHICLE AND INSURED PASSENGERS

The "Vehicle" guarantee is accorded only by way of an extension to the "Persons" guarantee and is subject to the payment of an additional premium.

1. For the insured vehicle

DEFINITION OF VEHICLE

The private passenger vehicle specified in the policy, registered in Belgium, designed for the transport of persons, such vehicle having a maximum permitted weight not exceeding 3.5 tonnes, with a maximum of 8 seats including the driver's, including any caravan, trailer or similar towed vehicle.

The insurance cover likewise extends to motorcycles of more than 125 cc.

In case of immobilization of the vehicle while travelling due to a mechanical defect or damage due to accident, fire or theft, The European will pay:

- a) the costs for towing the vehicle to the nearest garage or the local transportation costs to a car repair workshop, to an amount of €500;
- b) the consignment costs for spare parts necessary for the correct running of the vehicle and that cannot be obtained in the country concerned. The cost price for the spare parts is always charged to the Insured, the latter undertaking to effect repayment within 15 days of returning to Belgium;
- c) the repatriation of the vehicle from the country concerned to the place of residence of the insured, or to the local garage, on condition that the vehicle is not locally retrievable within 5 working days. The costs charged to The European may in no case exceed the real value of the repatriated vehicle at the time of the claim;
- d) the storage fees for the vehicle from the day of immobilization to the day of repatriation, plus any charges for the customs clearance of the repatriated vehicle;
- e) the fees of experts, court clerks and lawyers to an amount of €625 to protect the interests of the insured following material damage to the vehicle resulting from a road accident in the country concerned;

- f) furthermore: the fees for an expert to an amount of €250 to examine the defective repairs made to the vehicle in the country concerned.

In case of theft of the insured vehicle:

- a) if the vehicle is recovered in the country concerned in unroadworthy condition after the return of the Insured to the place of residence, The European will pay the costs of repatriation of the vehicle within the limits of the real value of the vehicle at the time of recovery;
- b) if the vehicle is recovered in the country concerned in roadworthy condition after the return of the Insured to the place of residence, The European will place at the disposal of the Insured either a driver or a train ticket (1st class), or a ticket for a regular scheduled flight (economy class) to recover the vehicle.

2. For the insured passengers

If the vehicle was immobilized while travelling as a result of a mechanical defect, damage or accident or due to theft, The European will:

- a. in the event that the vehicle is repaired locally in anticipation of the continuation of the holiday:
 1. pay the hotel costs,
 - or:
 2. pay the taxi fare or car hire charge to reach the place of destination if situated in the vicinity. The costs of fuel, repair, tolls and taxes are always charged to the Insured;
- b. in the event that the vehicle cannot be repaired within 5 working days and repatriated by The European, or that the wrecked vehicle has to be abandoned in the country concerned: the costs of the homeward journey of the insured passengers to their respective places of residence by train (1st class) or by regular scheduled flight (economy class);
- c. if the Insured is unable to drive the vehicle because of sickness or accident and none of the passengers can replace him/her, The European will send a replacement driver to the scene to drive the vehicle to the place of residence in Belgium via the most direct route. The fuel, toll charges and taxes are charged to the Insured in all cases.
- d. If, the Insured is unable to drive his/her vehicle due to sickness or accident and no other passenger is able to replace him/her, The European will send a replacement driver to drive the vehicle by the most direct route back to the place of residence in Belgium. The fuel, toll costs and taxes are charged to the Insured.

IV. EXCLUSIONS

- a) Physical injury resulting from accident or acute or chronic sickness in respect of which, in the opinion of the doctor, a course of medical or paramedical treatment should have been started before conclusion of the insurance contract, given the likelihood of their resulting in particular complications during the holiday.
- b) Mental, psychosomatic, emotional or nervous dysfunctions, unless the foregoing require urgent admission to hospital upon first manifestation.
- c) Voluntary termination of pregnancy; delivery and surgery.
- d) Arrangements made with a view to repatriation without the prior knowledge or consent of The European.
- e) The provision of assistance in connection with medical conditions or physical injuries that could be treated locally, not sufficiently serious to prevent the Insured from continuing the holiday, except for the medical costs.
- f) Activities pursued by the Insured inasmuch as they involve particular industrial or professional risks.
- g) Sports:
 1. pursuit of sports on a profession basis or in return for pay.
 2. pursuit of the following sports: mountain climbing; cave hunting and potholing; skeleton; boxing, wrestling, martial arts and the like; scuba diving; ski jumping; off-piste skiing; bungee jumping; hang gliding; gliding; parachute jumping; jet ski; snowscooter; big game hunting; motor sports.
- h) Air travel, unless as a paying passenger aboard an aircraft licensed for passenger traffic.
 - i) Medical costs for:
 1. thermal cures, preventive medicine;
 2. aesthetic ("plastic") surgery or treatment (unless medically justified because of bodily wounds);
 3. treatments and medicines prescribed in Belgium;
 4. dental care provided in Belgium.
 5. prostheses and medical fitments prescribed in Belgium.
 - j) Vehicle:
 1. routine maintenance costs;
 2. costs for spare parts and repairs;

3. fuel and tyre retreading/replacement;
 4. obvious unroadworthy condition of the vehicle.
- k) All exclusions specified or mentioned in the General Conditions.

V. OBLIGATIONS BINDING THE INSURED

The Insured is contractually obliged:

- a) to notify the emergency switchboard of The European of developments immediately; to comply with the instructions of the medical team; to furnish information and/or documents that the latter might find directly useful or of general interest;
- b) in case of urgent admission to hospital outside Belgium, to take the necessary measures upon return to Belgium to obtain the legally receivable compensation from the health insurer and to make such compensation over to The European if the latter has already defrayed such medical costs;
The European defrays the medical costs paid by the Insured outside Belgium after payment by the mutual health insurer and/or by any other insurer.
The medical and hospital costs in Belgium in connection with a physical injury sustained in Belgium or in another country are paid by The European after due compensation from social security and from any other insurer.
If the Insured is not fully paid up with the social security or other insurer, The European will pay only that portion that is not compensated by the mutual health insurance;
- c) to substantiate the costs by presenting the relevant documentary evidence.
The European may see fit to provide forms of assistance not provided for by the application of the guaranteed services against repayment of real costs by the Insured or other claimant.
The European cannot be held responsible for delay or prevention of assistance in case of "force majeure", such as natural disasters, epidemics, climatological phenomena or strikes and the like.

B. LUGGAGE INSURANCE

1. DEFINITION OF LUGGAGE

All articles being the property of the Insured taken by the Insured for personal use during the holiday, including:

- articles of apparel or objects worn on the body;
 - special and valuable items such as jewellery, watches, furs, binoculars, photographic cameras and video equipment, GSMs, portable computers, to a maximum of 50% of the total insured capital for the total of such items;
 - sports equipment. If such equipment consists of a set of several articles, each article is insured separately in an amount equal to the total value of the equipment divided by the number of separate articles;
 - camping equipment, limited to the tent and camping accessories.
- Each article is insured separately to a maximum of 25% of the total insured capital.

2. INSURED CAPITAL

either: €1 250 in 1st risk per insured person for the combined formulas, or: the amount specified per person in the policy, subject to a maximum of €4 000 in 1st risk per insured person.

3. GUARANTEE

- a) The European insures luggage against total or partial damage, theft and non-delivery of luggage entrusted to a transportation company.
- b) In the event of luggage being delivered late by a transportation company with a minimum delay of 12 hours in the country concerned, The European will further pay the amount of €250 per insured person for the duly substantiated purchase of articles of immediate necessity.
- c) Luggage, carried in a private vehicle, mobile home or caravan, used by the Insured is covered only against total or partial damage resulting from a road accident, including fire or theft, with visible signs of breaking and entering, committed between 06:00 hrs. and 22:00 hrs, provided such event concerns the boot, being separate from, and outside the field of vision of, the passenger compartment of the completely closed and locked vehicle. The guarantee is not acquired if the type of vehicle does not allow luggage to be carried outside the field of vision.
- d) Luggage attended by the Insured, and objects worn on the body and articles of apparel are insured only against total or partial damage resulting from fire, explosion, forces of nature or water damage and against theft committed with violence to the person.
- e) Luggage left in a hotel room or other such holiday accommodation is insured only against total or partial damage resulting from fire,

explosion or water damage and theft accompanied by visible signs of breaking and entering.

- f) Camping equipment erected in a regulated camping site is insured against total or partial damage resulting from fire, flood, lightning, storms or other forces of nature, and against the consequences of proven attempted theft.
- g) The European will also compensate the breakage of skis while engaged in winter sports to a maximum of €250.
- h) In case of loss or damage of international passport or identity card abroad, The European defrays the administrative costs incurred to a maximum of €125.

4. EXCLUSIONS

- a) - Works of art, antiques, carpets, furniture, musical instruments, non-portable film, video and audio equipment, and goods, samples and equipment of a professional nature;
 - prostheses, contact lenses and spectacles;
 - documents, cash or papers having monetary value, and collections.
 - All kinds of weapons or ammunition.
- b) Total or partial damage to luggage caused by:
 - storms, vermin, own negligence, normal wear and tear, insufficient packaging, electric, electronic or mechanical failure, or by repair, cleaning or restoration;
 - the emptying of containers, dents, scratches, flaking or peeling of paint, and the breakage of fragile objects, unless such damage is the result of a road accident.
- c) Total or partial damage or theft of:
 - sports equipment (except skis), motorcycles, bicycles, children's carriages, wheelchairs and the like while in use;
 - luggage carried on a two-wheeled vehicle, in a convertible or an open vehicle, or externally, mounted on a roof-rack, unless such damage results from a road accident;
 - special or valuable articles entrusted to a transportation company, and the non-delivery of such articles.
- d) Theft of special or valuable articles left in a private vehicle or in any other form of transport, tent or caravan.
- e) Theft of luggage left in a vehicle between 22:00 hrs and 06:00 hrs.
- f) Forgotten or lost luggage (except identity papers), or the theft of unattended luggage, and any damage to luggage in these circumstances.
- g) The confiscation, withholding or seizure of luggage by a government authority.
- h) Disturbance of possession and any other indirect damage.
- i) The costs for changing locks and replacing keys.
- j) The exclusions for which provision is made in the General Conditions.

5. ASSESSMENT OF COMPENSATION

- a) The European pays, within the limits of the insured amount and subject to a limit per article of 25% of the insured amount, the purchase value of the damaged, stolen or non-delivered luggage, account being taken of loss of value due to age or wear and tear, fixed at the flat rate of 10% per year or part thereof, calculated from the date of the invoice in respect of the goods in question.
- b) For the guarantees under "Purchase of articles of 1st necessity" and "Breakage of skis", compensation paid by The European shall in any case be limited to max. €250 per insured person, regardless of the number of "Luggage" insurance policies that the Insured may have concluded with The European.
- c) In case of total or partial loss, and if no satisfactory evidence is forthcoming, The European reserves the right to calculate the amount of the compensation on the basis of the difference between the missing weight and the total weight of the insured luggage.
- d) If the amount of compensation cannot be settled amicably, the matter shall be referred to two experts appointed by both parties, and possibly to a third expert, in order to reach an agreement. The experts' decision is binding for both parties.
- e) **Specific claim settlement in case of irreparable damage to or non-delivery of a registered suitcase:**
If the registered luggage is irreparably damaged or there is no longer any realistic hope of its being recovered and the purchase value of the suitcase was higher than €75, the Insured may opt to have the damaged or lost suitcase replaced free of charge with a new SAMSONITE® suitcase, type OYSTER®. The case will be presented to the Insured via his/her travel agent.

6. OBLIGATIONS BINDING THE INSURED

The Insured is contractually bound to comply with the following instructions:

- a) To take all necessary and expedient measures with a view to protecting the luggage.

- b) If the luggage is situated in a vehicle, to lock the boot and close all windows and the sliding roof.
- c) Special or valuable articles must likewise be kept under lock and key when situated in the hotel or holiday accommodation.
- d) In case of loss or damage:
1. In case of theft: make immediate arrangement for an incident report by the local authority where the theft took place or was discovered, and for the detection of any signs of breaking and entering.
 2. In case of total or partial damage or non-delivery by a transportation company: file a complaint citing the transportation company within the legally permitted period, the Insured and the transportation company each stating their version of events, and present a certificate of loss issued by the carrier.
 3. The transport documents must be kept.
 4. In case of total or partial damage due to a road accident: make immediate arrangement for an incident report by the local authority where the accident occurred.
 5. Initiate legal proceedings against any liable third parties.
 6. The European must be notified in all the above cases within 48 hours of return to Belgium or to the place of residence (except in case of *force majeure*); the Insured shall follow instructions and furnish any information and documents that The European may deem necessary or useful.
 7. The quality and quantity of the loss or damage and the purchase price of any special or valuable articles must be substantiated.

C. PHYSICAL ACCIDENT

1. DEFINITION OF ACCIDENT

The term "Accident" shall be taken to mean: the unforeseen, sudden event resulting in physical injury, the cause, or any one of the causes, of such event being beyond the intent or volition of the victim.

The term "Accident" includes:

- death by drowning, poisoning;
- conditions induced by freezing, extreme cold or extreme heat;
- injuries sustained while saving the lives of persons in distress;
- complications in wounds initially caused by an insured accident;
- sprains, dislocations, fractures, contusions or torn muscles or ligaments resulting from sudden physical exertion.

2. INSURED CAPITAL

Either:

- in case of death: €12 500
- in case of permanent invalidity: €12 500

for the combined formulas.

Or: the death and permanent invalidity capital specified in the policy, subject to a maximum of €125 000 per insured person.

3. GUARANTEE

If the Insured is the victim of an insured accident, The European will pay:

- a) in case of sudden death, or within three years of the insured accident: the agreed insured capital to the legal heirs;
- b) in case of permanent invalidity: a capital calculated *pro rata* the degree of invalidity established in accordance with the official invalidity scale applied for consolidation purposes.

If several permanent partial invalidities issue from the one and the same accident, the total invalidity compensation may in no case exceed the agreed insured capital.

The confirmed invalidity may not be increased by the addition of an existing invalidity.

The degree of permanent invalidity shall be determined not later than within three years of the day of the insured accident.

Compensation is paid either in respect of death or in respect of permanent invalidity; such compensation cannot be aggregated.

The guarantee remains valid, subject to the provisions of Art. 5, in respect of injuries sustained by the Insured:

- a) when driving or travelling as a passenger in a private motor vehicle;
- b) when travelling as a paying passenger of a recognized passenger transport company by land, sea or air, or resulting from the pursuit of a sporting activity as an unpaid amateur, including winter sports.
- c) as a result of the pursuit of a sporting activity in the capacity of an unpaid amateur, including winter sports.

For persons under 5 years of age, the "Decease" compensation is replaced by the repayment of the burial costs to a maximum amount of €1 250).

For persons older than 75 years of age, the "Decease" compensation is limited to 50% of the insured capital.

Persons over 65 years of age at the time of an accident causing permanent invalidity receive an life annuity equal to 8% of the amount of compensation calculated for permanent invalidity.

4. FAMILY GUARANTEE

If both parents become victims of a fatal accident during the holiday, the "Decease" capital payable to their surviving minor children is doubled, subject to a maximum of €125 000 per parent.

5. EXCLUSIONS

The European does not compensate accidents resulting from:

- a) activities involved in the pursuit of occupations listed as being dangerous, such as, *inter alia*, descending into coal-mines and stone quarries, presence in explosives factories, demolition work, ...;
- b) the pursuit of sports on a professional basis or for pay;
- c) the pursuit of the following sports: mountain climbing, cave hunting, potholing, bob-sleigh, skeleton, boxing, wrestling, martial arts, scuba diving, ski-jumping, off-piste skiing, bungee jumping, hang gliding, gliding, parachute jumping, ski-jet, snowscooter, big game hunting, motor sports;
- d) the use of a two-wheeled vehicle with a cylinder capacity of more than 50 cc, with or without sidecar;
- e) air travel, unless as a paying passenger in an aircraft licensed for public passenger transport;
- f) the exclusions for which provision is made in the General Conditions.

6. OBLIGATIONS BINDING THE INSURED OR THE BENEFICIARY

The Insured, or the beneficiary, must:

- a) inform The European immediately and submit a written declaration within 7 days of the Insured's earliest opportunity to do so.
- b) comply with the instructions given by The European and furnish any information and/or documents that The European might deem necessary or useful.

D. CANCELLATION INSURANCE

1. DEFINITIONS

- a) **Travel contract:** any reservation of transport, accommodation or hire of holidays, in separate or in combined form, contracted by the Insured as a traveller and/or hirer from a travel organizer and/or professional agent.
- b) **Departure date:**
 - a) the date of departure of the holiday stated in the travel contract,
 - b) the date of application for the hire of the holiday accommodation, reasonably taking account of the duration of the outward journey to reach directly the holiday destination on the date stated in the travel contract.
- c) **Registration date:** the date on which the reserved services are ordered from a travel organizer and/or professional agent.
If an order concerns only flight tickets,
- d) **Travelling companion:** the person or couple, including family members still living at home, with whom the Insured or insured couple decide(s) to travel or to hire holiday accommodation abroad.
- e) **Life partner:** the person with whom the Insured has entered into a common law relationship or legal marriage and who lives with the Insured on a permanent basis and at the same place of residence.
- f) **Sickness:** an affliction of health, confirmed by a certified doctor before the departure date, rendering the concluded travel contract impossible from a medical viewpoint.
- g) **Accident:** an impairment of physical soundness by an external cause, confirmed by a certified doctor, rendering the concluded travel contract impossible from a medical viewpoint.
- h) **Serious material damage to immovable property:** exceptional and accidental damage, including theft, occurring within 30 days before departure, of immovable property or any professional premises occupied by the Insured in the capacity of owner or tenant

2. INSURED AMOUNT

The total cost price of the holiday as stated in the policy, subject to a maximum of €10 000 per insured person.

3. GUARANTEE

The purpose of the guarantee is to reimburse the cancellation costs or alteration costs charged to the Insured, under the terms and conditions

of the holiday, in case of cancellation or alteration due to any of the following reasons:

- a) Sickness, accident or death of:
 - the Insured, the Life Partner, or a family member to the 2nd degree, including blood relatives and family by marriage,
 - the person living at the same place of residence as the Insured, under the care or guardianship of the latter,
 - the officially recognized fiancé(e) of the Insured, including the family members of the former to the 1st degree.
- b) Death or hospitalization of a member of the host family with which the Insured had planned to spend his/her holidays.
- c) Termination on the part of the employer of the employment contract of the Insured or of the life partner for reason of economic strategy.
- d) Cancellation, on the part of the employer, of the existing holiday entitlement of the Insured for reason of non-availability of a colleague to replace the Insured due to sickness, accident or death.
- e) Compulsory presence of the Insured in connection with the conclusion of a new employment contract with a minimum duration of 3 consecutive months.
- f) Necessary presence of the Insured, pursuing a liberal profession or being otherwise self-employed, for reason of non-availability due to sickness, accident or death of the professional replacement mentioned in the policy.
- g) Non-availability for reason of sickness, accident or death of the person mentioned in the policy as guardian of a minor or handicapped child of the Insured.
- h) Serious material damage to immovable property either owned by or hired by the Insured, including theft, occurring within 30 days before the departure date.
- i) Compulsory presence of the Insured as:
 - a witness or jury member serving in a court of law,
 - a student resitting an examination in the period between the departure date and 30 days after his/her return to Belgium.
- j) When the Insured, or a family member to the 1st degree, is summoned or called up in connection with:
 - legal proceedings of official agencies concerning the adoption of a child,
 - an urgent organ transplantation (whether as donor or as recipient),
- k) When the Insured is unable to receive the necessary vaccinations for the journey for medical reasons.
- l) Complications during the pregnancy of the Insured or of a family member to the 1st degree, including premature childbirth (supervening at least 1 month before time).
- m) Pregnancy of the Insured, or of her Travelling Companion/Life Partner, on condition that the holiday, as originally planned, fall within final 3 months of pregnancy and, further, that the two events were not expected to coincide at the time of ordering the holiday.
- n) Refusal of an entry visa by the competent authorities in the country of destination.
- o) Theft or complete immobilization of the private vehicle of the Insured resulting from a road accident or fire within 7 days before departure or during the outward journey to the holiday destination.
- p) Late embarkation (that is to say, later than provided for in the travel contract), at the place of initial departure, or at any subsequent leg of the journey, due to immobilization in excess of one hour while travelling to the place of embarkation. The guarantee extends to include delays due to mechanical failure, provided always a satisfactory certificate to that effect is obtained from an accredited breakdown service or accredited automobile association.

The guarantee is also acquired in case of cancellation by the travelling companion for one of the above-mentioned reasons, on condition that the latter has also signed an insurance contract with The European making provision for a "cancellation costs" guarantee and that such cancellation by the travelling companion obliges the Insured to continue the planned holiday alone.

4. EXCLUSIONS

- a) Physical injury resulting from an accident or sickness in respect of which a course of medical or paramedical treatment was prescribed by a doctor before conclusion of the insurance contract.
- b) Degenerative congenital conditions.
- c) Chronic or pre-existing illness of the Insured, unless no medical or paramedical treatment was considered necessary during the month preceding the registration date of the holiday.
- d) Accidents or problems resulting from:
 1. The pursuit of mountain climbing along uncharted routes; big game hunting; cave hunting/potholing; underwater fishing; boxing, wrestling, martial arts.
 2. Participation in races, speed trails or competitions of any kind,
 3. The pursuit of sport on a professional basis or in return for payment, including the associated training sessions.

- e) Mental, psychosomatic, emotional or nervous dysfunctions, unless warranting a permanent hospitalization of at least one week.
- f) Voluntary termination of pregnancy.
- g) Bankruptcy of the Insured.
- h) Delay caused by traffic jams and other everyday incidents.
- i) Administrative, entry visa and similar costs.
- j) The exclusions for which provision is made in the General Conditions.

The above exclusions are applicable not only in respect of the Insured, but also in respect of persons whose medical condition is the cause of the request for assistance.

Likewise excluded: all claims for compensation on policies purchased later than 15 days after reservation of the journey or after the day of issue of flight or train tickets.

5. ASSESSMENT OF COMPENSATION

The European will reimburse:

- 1) a) For all reservations except Flight Only: in the event of cancellation before commencement of the contract: 100% of the contractually due cancellations costs payable by the Insured, including the costs demanded by the travel agent, limited to 10% of the price of the holiday.
- 2) b) For a Flight Only: in the event of cancellation on the part of the Insured before commencement of the flight, the amount contractually due by the traveller to 100% of the insured capital.
2. If, in the event of cancellation of the part of the travelling companion, the Insured decides to undertake the journey alone: the extra hotel and/or alteration costs thus incurred. The contribution by The European shall in no case exceed the amount contractually due in case of cancellation.
3. In case of immobilization of the private vehicle, the Insured may nevertheless begin the journey in a hired car. In that case, The European will pay the net hire price for the car to an amount equal to the due cancellation costs.
Road tolls and fuel or insurance costs are not included.

Compensation paid by The European shall in no case exceed the total price of the holiday as stated in the travel contract, and is always calculated on the basis of the cancellation costs due under the terms and conditions of the travel contract, in the event of cancellation within 48 hours of the Insured's learning of the event leading to the cancellation.

The proportional rule shall apply where the insured amount does not correspond with the total price of the travel contract.

6. OBLIGATIONS BINDING THE INSURED

The Insured is contractually bound to:

- a) inform The European immediately and submit a written declaration within 7 days of the Insured's earliest opportunity to do so;
- b) follow the instructions given by The European and furnish any information and/or documents that The European might deem necessary or useful;
- c) take all necessary and expedient measures to limit the cancellation costs to a minimum, that is, upon learning of an event likely to result in the cancellation of the holiday, the Insured must notify the travel agency or the tour operator accordingly without delay.

E. INTERRUPTION OF HOLIDAY

1. DEFINITIONS

See D.1., "Cancellation Costs Insurance".

2. INSURED AMOUNT

The total cost price of the holiday as stated in the policy, subject to a maximum of €10 000 per insured person.

3. GUARANTEE

The purpose of the guarantee is to reimburse the lost vacation days if the Insured is forced to interrupt the holiday for any of the following reasons:

- a) Sickness, accident or death of:
 - the Insured, the Life Partner, or a family member to the 2nd degree, including family by marriage,
 - the person living at the same place of residence as the Insured, under the care or guardianship of the latter,
 - the officially recognized fiancé(e) of the Insured, including the family members of the former to the 1st degree.
- b) Death or hospitalization of a member of the host family with which the Insured had planned to spend his/her holidays.

- c) Necessary presence of the Insured, pursuing a liberal profession or being otherwise self-employed, for reason of non-availability due to sickness, accident or death of the professional replacement mentioned in the policy.
- f) Compulsory presence of the Insured as a witness or jury member serving in a court of law.
- g) When the Insured, or a family member to the 1st degree, is summoned or called up in connection with:
 - legal proceedings of official agencies concerning the adoption of a child,
 - an urgent organ transplantation (whether as donor or as recipient),
- h) Complications during the pregnancy of the Insured or of a family member to the 1st degree, including premature childbirth (supervening at least 1 month before time).
- i) Theft or complete immobilization of the private vehicle of the Insured resulting from a road accident or fire at the time of departure or during the outward journey to the holiday destination. The guarantee does not cover mechanical breakdown.
- j) Late embarkation (that is to say, later than provided for in the travel contract), at the place of initial departure, or at any subsequent leg of the journey, due to immobilization in excess of one hour while travelling to the place of embarkation. The guarantee extends to include delays due to mechanical failure, provided always a satisfactory certificate to that effect is obtained from an accredited breakdown service or accredited automobile association.

The guarantee is also acquired by the Insured in case of cancellation on the part of the travelling companion due to any of the above-mentioned reasons, on condition that the latter has first taken out an appropriate insurance policy with The European, and that such cancellation on the part of the travelling companion obliges the Insured to continue the planned holiday alone.

4. EXCLUSIONS

- a) Physical injury resulting from an accident or sickness in respect of which a course of medical or paramedical treatment was prescribed by a doctor before conclusion of the insurance contract.
- b) Degenerative congenital illness.
- c) Chronic or pre-existing illness of the Insured, unless no medical or paramedical treatment was considered necessary during the month preceding the registration date of the holiday.
- d) Accident or problems resulting from:
 - pursuit of mountain climbing along uncharted routes; big game hunting; cave hunting/potholing; underwater fishing; boxing, wrestling, martial arts;
 - participation in any races, speed trails or competitions;
 - pursuit of sport on a professional basis or for payment, including the associated training sessions.
- e) Mental, psychosomatic, emotional or nervous dysfunctions, unless warranting a permanent hospitalization of at least one week.
- f) Voluntary termination of pregnancy.
- g) Bankruptcy of the Insured.
- h) Delay caused by traffic jams and other everyday incidents.
- i) Administrative, entry visa and similar costs.
- j) The exclusions for which provision is made in the General Conditions.

- d) Non-availability for reason of sickness, accident or death of the person mentioned in the policy as guardian of a minor or handicapped child of the Insured.
- e) Serious material damage to immovable property of Insured, including theft at the place of residence.

The above exclusions are applicable not only in respect of the Insured, but also in respect of persons whose medical condition is the cause of the request for assistance.

5. ASSESSMENT OF COMPENSATION

The European will reimburse:

- 1) The non-recoverable part of the paid travel price *pro rata* the number of lost days, to be calculated either from the time of return to the place of residence or from the day of hospitalization abroad. The number of lost days is calculated as follows:
 - if the Insured returns at the expense of an assistance guarantee, compensation is calculated on the basis of the unused hotel nights;
 - if the Insured returns by his own means, compensation is calculated on the basis of the unused hotel nights plus the cost of the original ticket;
 - if the Insured has exchanged his/her ticket in order to return, the price of the exchange is compensated (i.e., not the original return flight), and this on condition that the exchange does not exceed the price of the return flight;
 - If the travel contract concerns transport only, The European will reimburse the non-recoverable part of the transport costs, on condition that the cost of the return journey is not settled within the scope of another guarantee (assistance, ...).

The Insured is free to choose between:

- either immediate reimbursement in respect of the lost days,
- or a travel cheque, increased by 10%, for another holiday to be booked at the same travel agency using the same tour operator during the current year.

The proportional rule shall apply where the insured amount does not correspond with the total price of the travel contract.

- 2) In case of immobilization of the private vehicle, the Insured may nevertheless begin the holiday in a hired car. In that case, The European will pay the net hire price for the car to an amount equal to the due holiday interruption costs. Road tolls and fuel or insurance costs are not included.

6. OBLIGATIONS BINDING THE INSURED

The Insured is contractually bound to:

- a) inform The European immediately and submit a written declaration within 7 days of the Insured's earliest opportunity to do so;
- b) follow the instructions given by The European and furnish any information and/or documents that The European might deem necessary or useful;
- c) in case of sickness or accident abroad, submit a medical certificate issued by the doctor in the country concerned.

**IN CASE OF ASSISTANCE
CALL THE EUROPEAN INSURANCE CY
AT THE FOLLOWING NUMBER
+32 3 253 64 15**