

# GENERAL TERMS AND CONDITIONS Insurance / Assistance

## BGL BNP Paribas VISA Business

### No. 973-974

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#### 1. IMPORTANT

1. Europ Assistance is not a substitute for local emergency services.
2. Claims for compensation arising out of or related to any pre-existing Condition are not covered, except in the event of unforeseeable exacerbation of such Condition.
3. You will not be covered if you travel contrary to the advice of a Medical Authority (or if a contra-indication was given by a Medical Authority, if you consulted one prior to your Trip).
4. You will not be covered if you take a Trip Abroad for the purpose of obtaining medical treatment or consultation.
5. You will not be covered if you are waiting for an examination, for the results of an examination or for a consultation, for a symptom which has not yet been diagnosed and whose underlying cause has not been established, and which may require further attention or an examination in the future.
6. If you are the victim of harm, illness, loss, theft or damage, you must call Europ Assistance immediately at (+352) 27 86 24 87 to request assistance, or to report a loss, theft or damage.
7. In the case of an event which results in an Interruption of the Trip and results in a return Home, you must contact Europ Assistance. The service is available 24 hours a day and 365 days a year to provide you with advice and assistance for your return Home.
8. These benefits shall be governed by the laws of your Country of Residence, unless otherwise agreed by us in writing.

9. You are covered for Trips which last for up to 90 consecutive days. Coverage is limited to a total of 180 days outside the Country of Residence over a 12-month period. Travel must begin and end at Home or at your place of work. Travel by way of one-way or open tickets is not covered unless the travel tickets to or from the foreign country were purchased prior to the start of the Trip. If travel tickets are not required, you must provide proof that the entire Trip was within the period of coverage.
10. You will be covered for the following benefits only if at least 30% of the total cost of the trip has been paid with the covered card:
- SECTION A – Costs of cancellation or interruption of a Trip
  - SECTION B - Missed Departure / Missed Connection
  - SECTION C - Delayed Departure
  - SECTION D - Professional Equipment, Delay in Delivery of Luggage and Travel Documents.
  - SECTION E - Accidents Abroad
  - SECTION F - Hire Car - CDW (Collision Damage Waiver)
  - SECTION J - Missed Events

## 2. TABLE OF BENEFITS

Compensation is indicated for the Insured, or, if appropriate, for his/her successors and per Trip, unless otherwise indicated.

<b>Section A – Costs of Cancellation or Interruption of a Trip</b>	
Cancellation or Interruption of a Trip	€4,000
<b>Section B – Missed departure / Missed connection</b>	
- More than 4 hours	up to €250
<b>Section C – Delayed Departure</b>	
Maximum amount after a delay of 4 hours on a regular flight, 6 hours on a charter flight and 2 hours for a mainline train	up to €300
Maximum additional payment after 24 hours of delay	up to €150
<b>Section D – Professional Equipment, Delay in Delivery of Luggage and Travel Documents</b>	
Professional Equipment, maximum amount per claim for compensation	up to €600
- deductible and per event	€125
Theft of Professional Equipment registered and placed under the responsibility of the carrier, or in a hotel room or Hire Car, maximum per year	€1,000
Delay in delivery of Luggage exceeding 4 hours, maximum amount	€30 per hour up to €600
Travel for passport replacement, a lost or stolen Identity Card or Visa card	up to €250
<b>Section E – Accidents Abroad</b>	
Accident while Abroad, maximum (persons aged from 18 to 70)	€300,000
- Death	€300,000
- Permanent total disability	€300,000
- Permanent partial disability	€150,000
Maximum amount per claim	€300,000
<b>Section F – Hire Car – CDW (Collision Damage Waiver)</b>	
Maximum amount per trip	€10,000
<b>Section G – Information for Travellers</b>	
Information for Travellers	Included
<b>Section H – Assistance for Travellers</b>	
Advance for bail, maximum amount	€15,000
Advance for legal fees, maximum amount	€5,000
Assistance with stolen or lost documents	Included
Delivery of reading glasses, contact lenses, hearing aids	Included
Delivery of medicine	Included
Transmission of urgent messages	Included
Reimbursement of telephone charges	€100

<b>Section I – Medical Assistance, Medical and Other Costs Abroad</b>	
Advance for hospitalisation costs Abroad	€100,000
Additional reimbursement for medical costs Abroad	€20,000
- Urgent dental care	€700
Transport and repatriation charges	Included
Children born as a result of pregnancy with complications, maximum per event	€75,000 (€100,000 for the United States or the Caribbean)
Visit of a Close Relative	€100 per day, max. 10 days + travel in economy class
Extension of stay for a Close Relative / accompanying person	€150 per day, max. 10 days
Funeral charges and repatriation costs in the event of death	up to €4,500
Looking after children less than 15 years of age	Included
Replacement employee	Included
Replacement driver to repatriate your vehicle	€100 per day, max. 5 days + travel in economy class
<b>Section J – Missed Events</b>	
Maximum amount per event and per a 365-day period	€300
Maximum amount per ticket	€75

### 3. INTRODUCTION

This document is not an insurance policy. These are the General Terms and Conditions which summarise the effective terms, the scope of benefits, and the formalities to be completed to submit a claim under the insurance policy which BGL BNP Paribas has entered into with EUROP ASSISTANCE IRISH BRANCH for the benefit of holders of the BGL BNP Paribas VISA Business Card.

BGL BNP PARIBAS S.A. – 50 avenue J.F. Kennedy, L-2951 Luxembourg – R.C.S. Luxembourg: B 6481 – TVA LU 10875081 is the sole Underwriter of the insurance policy and has its own rights against the Insurer under this policy.

You must strictly comply with the conditions mentioned in the General Terms and Conditions in order to take advantage of a benefit.

#### ELIGIBILITY

The benefits summarised in this document are offered on condition that you are a Holder of a BGL BNP Paribas VISA Business Card valid at the time of the occurrence of a loss giving rise to a claim for compensation.

#### INSURER

The services implemented under this policy are underwritten by Europ Assistance, a Company governed by the Insurance Code, a *Société Anonyme* (limited liability company) with capital of €35,402,786, entered in the Trade and Companies Registry of Nanterre under no. 451 366 405, with a registered office at 1 promenade de la Bonnette, 92230 Gennevillier, acting through its Irish branch trading under the name of Europ Assistance Irish Branch with the principal place of business at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland, registered in Ireland under certificate no. 907089. Hereinafter referred to as "Europ Assistance", "the Insurer" or "We", "Us" or "Our".

The insurance policy has been entered into through SPB, a simplified limited liability company for insurance brokerage, with capital of €1,000,000 and registered office at 71 Quai Colbert - 76600 Le Havre, entered in the Trade and Companies Registry of Le Havre under no. 305 109 779 and in ORIAS ([www.orias.fr](http://www.orias.fr)) under no. 07 002 642, and is subject to supervision by the Prudential Control and Resolution Authority, 61 rue Taitbout, 75436 Paris Cedex 09.

Europ Assistance outsources the management of insurance claims to SPB.

#### 4. DEFINITIONS

Unless otherwise indicated, each word or expression to which a specific meaning is given has the same meaning throughout these General Terms and Conditions and appears with an initial capital letter.

##### **Accident**

- means an identifiable bodily injury caused by a sudden and unexpected external action. An injury caused by unavoidable exposure to the natural elements is considered to be an Accident.

##### **Act of Terrorism**

- means an act committed for political, religious, ideological or other reasons for the purpose of influencing a government or frightening society or part of society, including but not limited to the use of force or violence and/or threats by any person or group of persons, whether acting alone or on behalf of an organisation or government.

##### **Bodily Harm**

- means any medical or psychological illness, complaint or injury confirmed by a Medical Authority which has affected You or a Close Relative.

##### **Serious Bodily Harm**

- means an Accident or a sudden and unexpected illness suffered by You while You are on Your Trip and for which an approved Medical Authority indicates to You that You must receive immediate medical treatment or care.

##### **Insured Person or Cardholder or You/Your/Yours**

- means the holder of a BGL BNP Paribas VISA Business Card valid at the time of the event and residing in Europe.

##### **Insurer or Europ Assistance or We/Our/Us**

The Insurer is Europ Assistance, a Company governed by the Insurance Code, a *Société Anonyme* (limited liability company) with capital of €35,402,786, entered in the Trade and Companies Registry of Nanterre under no. 451 366 405, with a registered office at 1 promenade de la Bonnette, 92230 Gennevillier, acting through its Irish branch trading under the name of Europ Assistance Irish Branch with principal place of business at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland, registered in Ireland under certificate no. 907089.

##### **Medical Authority**

- means a person who holds a degree in medicine or surgery, is duly authorised to practice, is recognised by the law of the country in which the treatment is provided and who, when dispensing such treatment, acts within the scope of his/her authorisation and training, and who is not related to or otherwise connected with You.

##### **Luggage**

- means luggage, clothing, personal effects and other items which belong to You and which You are carrying, using or transporting during any Trip, or which You have purchased during Your Trip.

##### **Covered Card**

- means the BGL BNP Paribas VISA Business Card for business use, with the card being valid at the time of the event

##### **Home**

- means your primary and usual place of residence in Your Country of residence.

##### **Pre-existing Condition**

- means any past or present Bodily Harm which, during the 12 months preceding the start of coverage under these General Terms and Conditions and/or prior to any Trip:

- has caused symptoms;
- or for which:
  - any form of treatment or prescription;
  - advice from a healthcare professional; or
  - an examination or follow-up/health check

has been required or received.

No claim for compensation resulting from or related to any pre-existing condition will be covered, except in the event of unforeseeable aggravation of this condition.

##### **Abroad**

- means the entire world, except for your Country of Residence.

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##### **Europe**

means Austria, Belgium, Bulgaria, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Finland, France (metropolitan France and its overseas territories), Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Liechtenstein, the Principalities of Monaco or Andorra, San Marino, the United Kingdom, and the Vatican

**Strike or Social Unrest**

– means any form of social unrest started with the aim of stopping, limiting or hindering the production of goods or the provision of services.

**Pregnancy with Complications**

– means the following unforeseen complications of pregnancy, such as those certified by a Medical Authority which arise for the first time after Your departure on Your Trip (and/or between the date of booking and the date of departure only for the Cancellation Benefit); toxæmia; gestational hypertension; pre-eclampsia; ectopic pregnancy; hydatiform mole (molar pregnancy); hyperaemesis; third quarter hemorrhaging; placental abruption; placenta prævia; delivery hemorrhaging; placental retention membrane; miscarriage; stillbirth; medically necessary emergency Caesarian section or medically necessary interruption and any premature birth or threatened early labour at more than 8 weeks (or 16 weeks in the case of multiple pregnancy) before the expected date of birth.

**Permanent Total Disability**

– means a disability which, having lasted for a period of at least 12 consecutive months from the date of occurrence, will prevent You, in the opinion of an independent qualified expert, from taking part in or handling any business or professional activity for the rest of Your life.

**Interruption of Trip/Interruption of Your Trip**

– means the act of interrupting Your Trip for a return to Your Home after we have authorised your return for a covered event.

**Professional Equipment**

- means computer equipment (including portable computers, hardware, software, peripherals and electronic organisers), communication devices (including mobile telephones). Also included are stock and samples, as well as any other professional materials which You need in order to conduct Your business and which is not covered elsewhere.

**Bad Weather Conditions**

– means rain, wind, fog, thunder or lightning, floods, snow, sleet, hail, a hurricane, cyclone, tornado or tropical storm which is not caused by or does not originate in a geological event (for example, an ash cloud) or a natural catastrophe such as, in particular, an earthquake, a volcanic eruption or a tsunami.

**Means of Public Transport**

- means a method of transport by air, land, river or sea operated under licence for the transport of passengers and for which You have a ticket.

**Valuable Objects**

– means jewellery, gold, silver, precious metals, objects with precious or semi-precious stones, watches, furs, leather goods, cameras, camcorders, audio, video and photographic equipment, computers, televisions, telecommunications equipment (including CDs, DVDs, cassettes, films, cartridges and headphones), video game consoles and related equipment, telescopes, binoculars, portable DVD players, mp3 and mp4 players and any object other than clothing with a value greater than €500.

**Close Relative**

– means the mother, father, sister, brother, wife, husband, partner, fiancé/fiancée or cohabitant (any couple in a common-law relationship and permanently residing at the same address), daughter, son (including an adopted daughter or son), grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, step-child, sister-in-law, brother-in-law, half-sister, half-brother, foster child, legal guardian or child under legal guardianship, of the Cardholder.

**Country of Residence**

– means the country in which You have Your Home, located in Europe.

**Period of Coverage**

- Coverage begins at the start of any Trip which starts no sooner than 15 June 2017.

You are covered for Trips which last for up to 90 consecutive days. Coverage is limited to a total of 180 days outside the Country of Residence over a 12-month period. Travel must begin and end at your Home or place of work.

Pursuant to Section A – Cancellation fees, coverage enters into effect from the moment when You pay for the Trip and ends at the start of Your Trip.

For all the other sections of the Table of Benefits, the benefits enter into effect when You leave your Home or hotel, or Your place of work (depending on the last place from which You depart) to begin the Trip, and ends when You return to Your Home, hotel or place of work (depending on the first place at which You arrive) at the end of the Trip.

**Extension of the Period of Coverage**

The Period of Coverage is automatically extended until Your return to Your Home or place of work when this is unavoidably delayed as a result of a loss covered by these General Terms and Conditions.

Coverage will end when the Card account is closed or when these benefits are terminated or expire.

**Loss of Limb**

– means loss by a physical break, or permanent and irremediable loss of use or function of an arm (at or above the wrist) or a leg (at or above the ankle).

**Loss of Sight**

– means the irremediable loss of all sight in one or both eyes and applies if the degree of vision remaining after correction is 3/60 or less on the Snellen scale. (This means being able to see at 90 centimetres, or less, what You should be able to see at 18 metres.)

**Unattended**

– means when You cannot directly monitor Your property or vehicle and are unable to prevent a fraudulent act concerning Your property or vehicle.

**Underwriter**

– BGL BNP Paribas, 50 avenue JF Kennedy, L-2951 Luxembourg.

**SPB**

– SPB, registered with the ORIAS under number 07 002 642 (www.orias.fr), is the broker-manager commissioned by the Insurer to manage this policy. SPB is Your preferred contact for all information relating to Your insurance policy or the events which arise under it.

**Table of Benefits**

- means the Table listing the amounts of compensation shown on pages 1 and 2.

**Replacement Value**

- means the value calculated according to the time elapsed between the date of purchase of the Luggage or Valuable Object and the date of the loss:

- period up to or equal to 1 year: 100% of the purchase value,
- period between 1 and 2 years: 75% of the purchase value,
- period between 2 and 3 years: 65% of the purchase value, with a deduction of 10% for each year beyond 3 years.

**Trip / Travel**

– Your trip or travel for professional purposes throughout the world, during the Period of Coverage. Trips made using one-way or open tickets are not covered unless the tickets for the Trip to or from Abroad are purchased prior to the start of the Trip.

The coverage provided for by the insurance in Section F – Hire Car – CDW (Collision Damage Waiver); Section H – Traveller Assistance; and Section I – Medical Assistance, Medical and Other Costs Abroad, is excluded in the Country of Residence. (see, Table of Territorial Conditions)

**Dilapidation**

Depreciation in the value of property, on the day of loss, caused by time, use or the conditions in which it has been kept.

## 5. REQUEST FOR ASSISTANCE

**Contact Europ Assistance by telephone at: (+352) 27 86 24 87.**

In the event of a serious illness or an Accident which could lead to hospitalisation, or before arrangements are made for repatriation, or in the case of an event which gives rise to an Interruption of Trip and Your return Home, if You need assistance or need to incur medical expenses which are more than €500 per loss, You must contact Europ Assistance (all the costs caused by benign Bodily Harm must be borne by You before they can be included in a claim for compensation). This service is available 24 hours a day, 365 days a year, to provide You with advice and assistance, to organise Your hospitalisation, Your repatriation and to cover medical costs. If You are unable to contact Us because Your condition requires urgent and immediate care, You must contact Europ Assistance as quickly as possible. Care at private facilities is not covered unless this is expressly authorised by Europ Assistance.

**Medical assistance**

Europ Assistance has the medical expertise, contacts and service provider networks to help You, whether You are injured in an Accident or sick. Europ Assistance will organise Your repatriation to Your Home when this is medically necessary or when You have been informed of the serious illness or death of a Close Relative at Your Home.

Coverage of medical expenses Abroad

If You are admitted to a hospital facility outside of Your Country of Residence, Europ Assistance will make the necessary arrangements to pay the medical expenses covered under this policy directly to this hospital facility. In order to benefit from this service, a person must contact Europ Assistance on Your behalf as soon as possible.

For simple consultations, You must pay the clinic or hospital yourself and request a reimbursement when You return to Your Country of Residence. You must be particularly careful regarding excessive care and amounts which You may be asked to authorise. If You have any doubts about the care and the amounts which others may want to charge You, please contact Europ Assistance so that we can give You guidance.

## 6. RECIPROCAL AGREEMENTS FOR MEDICAL CARE

### EUROPEAN UNION, EUROPEAN ECONOMIC AREA AND SWITZERLAND

Before travelling to a country in the European Union, the European Economic Area or Switzerland, we recommend that You apply for a European Health Insurance Card. This card enables You to benefit from certain provisions concerning free or reduced medical coverage in the European Union, the European Economic Area or Switzerland.

## 7. GENERAL PROVISIONS

You must comply with the following conditions in addition to the points listed in the SPECIAL CONDITIONS in Sections A to J, below, in order to benefit from full coverage under the provisions of the Table of Benefits. If You do not comply with these conditions, We may be entitled to reject Your claim for compensation or to reduce the compensation paid to You.

1. You are covered for Trips which last for up to 90 consecutive days. Coverage is limited to a total of 180 days outside the Country of Residence over a 12-month period. Travel must begin and end at your Home or place of work. Trips made using one-way or open tickets are not covered unless the tickets to or from Abroad have been purchased prior to the start of the Trip. If tickets are not required for the Trip, You must provide proof that the entire Trip will take place during the Period of Coverage.
2. You will be covered for the following benefits only if at least 30% of the total cost of the Trip has been paid with the Covered Card:
  - SECTION A – Costs of cancellation or interruption of a Trip
  - SECTION B - Missed Departure / Missed Connection
  - SECTION C - Delayed Departure
  - SECTION D - Professional Equipment, Delay in Delivery of Luggage and Travel Documents.
  - SECTION E - Accidents Abroad
  - SECTION F - Hire Car - CDW (Collision Damage Waiver)
  - SECTION J - Missed Events
3. You must take every precaution and care to protect Yourself from accidents, illnesses or injuries and to prevent Your property from being lost, stolen or damaged. You must: act as if You have no coverage, take steps to reduce Your losses as much as possible, and take reasonable measures to prevent any subsequent loss and recover Your missing property.
4. In the case of an event which results in an Interruption of the Trip and results in Your return Home, You must contact Europ Assistance. This service is available 24 hours a day and 365 days a year to provide You with advice and assistance for your return Home. Europ Assistance will organise Your transport Home when You have been informed of a serious illness, imminent death or death of a Close Relative in Your Country of Residence.
5. You must inform Us as soon as possible in the event of a Serious Bodily Harm or if You are hospitalised (all costs incurred by a benign Bodily Harm must be borne by You and then be the subject of a claim for compensation) on Your return.
6. We ask You to inform us within the 28 days following Your discovery of any event or loss which leads to a claim, other than a claim for compensation referred to in the point above, and to return to Us Your completed form for a claim for compensation, together with any additional information, as soon as possible.
7. You must report any incidents to the local police in the country where they occurred and complete a report on the crime or theft of property, which must include an incident number.
8. You must not abandon any property until We have taken charge of or discarded any damaged property, since it is possible that We will need to see it.
9. You or Your legal representatives must provide, at Your expense, all information, evidence, medical certificates, original invoices, receipts, reports, and assistance which may be necessary, including information on other insurance policies which may cover the loss. We may refuse to compensate You for expenses for which You are unable to provide receipts or invoices. Please retain copies of all the documents which You send Us.
10. You must not accept, refuse, settle, reject, negotiate or make any provision regarding a claim without Our permission.
11. You must also send Us, without delay, any writ or summons to appear, any letter of claim for compensation and any other document related to this claim.
12. In case of a claim for compensation and if We request it, You must agree to be examined by a Medical Authority of Our choice, at Our expense. If You should die, We may also request that a post mortem examination be carried out at Our expense.
13. If We provide transport or settle Your claim for compensation and, as a result, You have one or more unused travel tickets, You must return these tickets to Us. Failing this, We will deduct the price of these tickets from any amount paid to You.

If We choose to do so, We have the right, in Your name but at Our expense, to:

- a. take over the defence or settlement of any claim for compensation;
  - b. initiate legal proceedings in Your name to receive compensation from a third party for Our own benefit or to recoup from a third party any payment already paid;
  - c. take any measure to recover any lost property or any property which You think You have lost.
14. If You, or any person acting for You, in any respect attempts to procure from You any funds, information or other property, by deception or any other unlawful means, including false declarations or an intentional omission of facts in order to misrepresent the actual situation, this Table of Benefits shall be null and void. We may inform the police authorities about this and You will have to refund to us any amount already received under the Table of Benefits.
  15. If We make a reimbursement or pay compensation under a benefit for which You are not covered, You will be required to repay the reimbursement or compensation within one month of Our request for reimbursement.
  16. We will endeavour to apply the full range of services in all circumstances, as stated in the General Terms and Conditions. Remote geographic locations or unpredictable and unfavourable conditions in the local environment may prevent the provision of the normal level of service.
  17. When it is possible for Us to make an appeal for compensation or sums which we have paid or disbursed under the benefits provided for in these General Terms and Conditions, You must assist Us in the appeal procedures We will need to engage in. We will cover all the costs associated with this process. You agree not to take any action which could prejudice this appeal with respect to other insurance. You must keep us informed if You take steps to obtain, on Your own, any compensation for a benefit which We Ourselves have compensated or paid. If You receive compensation for any of these benefits, this must be returned to Us as reimbursement for the sums which We have disbursed for this benefit.
  18. If You have more than one BGL BNP Paribas card, You may only claim one amount, based on the highest compensation, since the amounts of compensation are not cumulative.

## 8. GENERAL EXCLUSIONS

These exclusions apply to all the benefits under your Table of Benefits, in addition to the points listed in each part, starting with "SPECIFIC EXCLUSIONS..." in Sections A to J below.

We will not pay any compensation for claims arising directly or indirectly from:

1. War, invasion, acts of a foreign enemy, hostilities or warlike operations (whether declared or not), civil war, rebellion, acts of terrorism, revolution, insurrection, disturbances of public order when these become an uprising, a military coup or a take-over of power. However, this exclusion does not apply to expenses covered under Section I - Medical Assistance, Medical Charges and Other Expenses While Abroad and Section E - Accidents While Abroad, unless these expenses are incurred due to a nuclear, chemical or biological attack or if the disturbances already existed when You started Your Trip.
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste, nuclear fuel combustion or radioactivity, toxicity, explosion or any other hazardous occurrence emanating from nuclear sources.
3. Any loss, destruction and damage directly caused by the pressure waves of aircraft and any other flying craft reaching the speed of sound or supersonic speed.
4. Your participation in physical or sports activities, except for the following: work in a bar, a restaurant or a chalet, as a waiter/waitress, housekeeper, au pair or babysitter, and occasional light physical activity at ground level, including retail sales and fruit picking (excluding the use of cutting tools, power tools and electric machines).
5. Air transport, except as a paying passenger of an authorised passenger transport device, the use of two- or three-wheeled vehicles unless You hold a driver's licence issued by Your Country of Residence authorising the use of this type of vehicle, and unless You and Your passengers all wear helmets, which is the practice at a show or event.
6. All events relating to: sporting activities on board any motorised device on land, water or air, or when You are pulled by one of these machines or jump from one of these devices; sports involving jumps or falls from a fixed or mobile point, with or without equipment; canyoning; speleology; underground diving; clay pigeon shooting; cliff diving or jumping; combat sports; deep sea fishing; flying (except as a passenger who has paid the fee for a passenger aircraft licence); horse racing; hot air ballooning; hunting or shooting; hunting on horseback; all climbing which uses ice axes, ropes, cable, harnesses, hoist carabiners or carabiners; car rallies; climbing; scuba diving at more than 30 metres depth; diving on wrecks; safari tours (where You or any other tourist will be armed with rifles); the use of weapons, including rifles; sailing or yachting over 20 nautical miles from the nearest coast; rafting, canoeing or kayaking in open water or in the open sea; ski jumping; bobsledding; ski racing and off-trail skiing without a guide. All team and competitive sports organised in a professional capacity or in the context of a competition (including training) or sports subject to a referee; racing (except on foot); speed, performance and endurance sports.
7. Any claim for compensation resulting from Your suicide or attempted suicide; from a deliberately self-inflicted wound; from taking any medication not prescribed by a licensed Medical Authority, from addiction to a drug, abuse of solvents, drugs or alcohol, or from behaviour under the influence of drugs, solvents or alcohol.
8. Unwarranted exposure to danger (except when it involves saving a human life)
9. Any claim for compensation resulting from Your involvement in a fight, except to defend Yourself.



10. Your trip undertaken against any health requirements stipulated by the carrier, its representatives or any other public transport provider.
11. Your unlawful conduct or any criminal proceedings against You.
12. Events for which You are entitled to compensation under another insurance policy, including amounts which You may recoup from third parties, except in the case of amounts in excess of the amounts assumed by these insurers or third parties, if the benefits provided for herein have not been underwritten.
13. Any other loss, damage or additional expense arising out of the event for which You are claiming compensation. These losses, damages or additional expenses include but are not limited to, for example, the costs incurred in processing a claim, loss of income, a loss or the costs resulting from the interruption of your business, disruption, legal attachment or the loss of use or enjoyment.
14. Operations as employees of the armed forces.
15. Your trip to a country or zone in which the Ministry of Foreign Affairs of Your Country of Residence or the World Health Organisation formally advises against any travel.
16. Any expense which You would have paid or which You would have had to pay if the event leading to the claim for compensation had not occurred.
17. Telephone or fax charges, restaurant charges, (except for the Benefits in Sections B - Missed Departure / Missed Connection and Section C - Delayed Departure), taxi expenses (except for taxi expenses incurred for the initial Trip to a hospital Abroad because of Your Serious Bodily Harm), newspapers, laundry or interpreter charges.
18. A medical condition for which You are not taking the recommended treatment or prescription as directed by a Medical Authority.
19. The cover provided under the Benefits in Section F - Hire Car - CDW (Collision Damage Waiver), Section H - Assistance for Travellers, and Section I - Medical Assistance, Medical Charges and Other Expenses while Abroad, is excluded in Your Country of Residence.

#### **SECTION A - COSTS OF CANCELLATION OR INTERRUPTION OF A TRIP**

YOU MUST ALWAYS CONTACT EUROP ASSISTANCE BEFORE INTERRUPTING Your Trip at (+352) 27 86 24 87

To take advantage of these benefits, You must pay at least 30% of the cost of Your Trip (costs for transport and/or accommodation, etc.) with Your Covered Card.

#### **WHAT IS COVERED**

##### **CANCELLATION**

We will reimburse You, up to the maximum amount per Trip indicated in the Table of Benefits, for unused and non-recoverable services and other prepaid or payable charges and any additional charges to be paid by You in the event of cancellation or necessary and unavoidable modification of a Trip as a result of the occurrence of any of the events shown below, to the extent that this is independent of Your will, and which You were not aware of at the time You booked Your Trip:

1. Serious Bodily Harm, Pregnancy with Complications, or unexpected death of a Close Relative.
2. Your dismissal from employment (which entitles You to allowances in accordance with current laws and of which You were not aware at the time of booking the Trip).
3. Serious damage caused by fire, explosion, storm, floods, landslide, vandalism or burglary occurring at Your primary or secondary residence (or your business premises) which requires that You return or remain at Your Home. These damages must have occurred for the first time within 30 days prior to the scheduled Trip departure date and Your presence must be required by the police or police authorities.

##### **INTERRUPTION OF A TRIP**

We will reimburse You, up to the maximum amount shown in the Table of Benefits, for:

- the cost of unused and unrecoverable transport or accommodation
- the prepaid cost of transport and any other prepaid costs which You have paid or are contractually bound to pay
- reasonable additional travel expenses incurred

As soon as Your Trip is interrupted before its end, following the occurrence of one of the events indicated below, to the extent that this is independent of Your will and that You were not aware of it at the time You booked Your Trip:

1. Serious Bodily Harm, Pregnancy with Complications, unforeseeable aggravation of Your pre-existing Condition or unexpected death of a Close Relative or Your on-the-spot hospitalisation.
2. Your dismissal from employment (which entitles You to allowances in accordance with current laws and of which You were unaware at the time of booking the Trip).
3. Serious damage caused by fire, explosion, storm, flood, landslides, vandalism or theft at Your primary or secondary residence (or business premises), and which requires You to return Home.

#### \_\_\_ SPECIFIC CONDITIONS

1. You must obtain a medical certificate from the Medical Authority, as well as prior approval from Europ Assistance, to confirm the need to return Home before interrupting Your Trip.
2. You must send Us all administrative documents (death certificate, police or fire brigade report, etc.), as well as the completed medical questionnaire, which will be sent by SPB.
3. You must lodge a complaint in case of theft with serious damage to Your primary or secondary residence.
4. You must obtain a document from your employer proving Your dismissal from their employment, as well as proof of payment of the allowances associated with Your position.
5. You must send us the guaranteed travel reservation form and the general conditions of sale of the provider for cancellation or interruption, in addition to the detailed invoice for expenses paid in advance by means of the insured Card for the interruption.
6. You must send Us the unused original tickets.
7. You must send Us the invoice for the cancellation fees retained by the service provider or the proof of no reimbursement paid.
8. You must send Us an official document stating Your relationship with the person who was the cause of the cancellation or interruption.
9. If You cancel late or if You do not cancel Your Trip with Your travel agency, tour operator or hotel or transport provider, as soon as You become aware of an event which justifies cancellation of Your Trip, We will not be able to compensate You, except for the cancellation fees payable if You had not failed to cancel or if You had not cancelled late.
10. If You cancel the Trip due to a Serious Bodily Harm, You must provide a medical certificate from the Medical Authority treating the injured/ill person, stating that this necessarily prevented You from travelling.
11. You must contact Us so that We can organise Your return if Your Trip is interrupted.
12. In the event of a claim for compensation for interruption of a Trip, compensation will be calculated on an exact pro-rata basis from the date You returned to Your Home in Your Country of Residence.

#### **EXCLUSIONS SPECIFIC TO SECTION A – COSTS OF CANCELLATION OR INTERRUPTION OF A TRIP**

In addition to the exclusions which are common to all the benefits indicated in Section 8, the following are also excluded:

1. Claims arising out of, or related to, any pre-existing Bodily Harm, except in the event of unforeseeable aggravation of this Condition which is brought to your knowledge prior to the date of acquisition of the policy or prior to the date of booking the Trip (whichever is later), concerning a Close Relative, a companion on Your Trip who is not insured under the policy, or any person with whom You have agreed to reside during the Trip, to the extent that:
  - these persons were diagnosed with a terminal illness prior to the policy going into effect or before any booking for the Trip was made (whichever is later); or
  - these persons were on a waiting list for, or were aware of the need for surgery, hospitalisation or examination at any hospital or clinic on the date when the policy came into effect or before any booking for the Trip (whichever event occurred later); or
  - during the 90 days prior to the date when the policy came into effect or before any booking for the Trip (whichever event occurred later), these persons require surgery, hospitalisation or hospital consultation.
2. Cancellation caused by a pre-existing diagnosed and/or treated illness and/or sustained injury which requires continuous hospitalisation or outpatient treatment in the 12 months prior to the cancellation, except in the case of aggravation of the said Condition,
3. Claims for compensation resulting from any pre-existing Condition concerning You, except in the case of unforeseeable aggravation of the said Condition.
4. Airport taxes when they are recoverable.
5. All costs incurred because You did not immediately contact Europ Assistance to make the necessary travel arrangements when You knew that Your Trip was going to be interrupted.
6. Charges paid for using points acquired through loyalty programmes, e.g. Avios, or bonus card programmes, time share programmes, Holiday Property Bonds or other holiday point programmes and/or any associated maintenance fees.
7. Any claim for compensation resulting from pregnancy or birth, unless this claim is certified by a Medical Authority as being necessary, following unforeseen complications arising after the date on which these benefits entered into force or after booking the Trip, taking into account the event closest to the date of departure.
8. All costs incurred when You do not have a medical certificate from a Medical Authority at the place of the event, explaining why it was deemed necessary for You to return early to Your Country of Residence.
9. Any claim for compensation resulting from Your Disability to Travel because of failure to hold, obtain or present an identification card or valid passport or any required visas.
10. Purchases of ticket(s) for a cultural, leisure or sporting event if they are subject to payment separate from the Trip.

## **SECTION B - MISSED DEPARTURE / MISSED CONNECTION**

In order to take advantage of this benefit, You must pay at least 30% of the costs for Your Trip (cost of transport or accommodation, etc.) with Your Covered Card.

### **\_\_\_ WHAT IS COVERED**

We will reimburse You, up to the maximum amount shown in the Table of Benefits, for the food and beverage expenses, hotel charges (accommodation only) and transport charges which You have already paid to reach Your final destination Abroad, as well as connecting flights outside Your Country of Residence if You arrive late at the registration point for the regular international Means of Public Transport with which You reserved the initial part of Your Trip, when this is the consequence of:

1. the breakdown of another regular Means of Public Transport; or
2. an accident to or breakdown of the vehicle in which You are travelling;

and the carrier does not offer You a comparable travel option within four hours of the scheduled time or within the four hours from the actual arrival time of a connecting flight.

### **\_\_\_ SPECIFIC CONDITIONS**

1. You must allow sufficient time for the regular Means of Public Transport or any other means of transport which takes You and drops You off on time at the point of departure.
2. You must obtain written confirmation from the carrier confirming the delay and stating the reason.
3. You must keep all receipts and invoices.
4. You must obtain a written report from the police or the repair service regarding the breakdown or accident involving the vehicle in which You were travelling.
5. Coverage only applies in the country to or from which international flights depart to, and arrive from, Abroad.
6. The benefits under Section B – Missed Departure / Missed Connection and Section C – Delayed Departure are not cumulative.

## **EXCLUSIONS SPECIFIC TO SECTION B – MISSED DEPARTURE / MISSED CONNECTION**

In addition to the exclusions which are common to all the benefits indicated in Section 8, the following are also excluded:

1. A breakdown of, or an accident to, the vehicle in which You are travelling if You are unable to provide a statement from the police or the car repair service.
2. A breakdown of the vehicle which belongs to You and in which You are travelling, which has not been maintained in accordance with the manufacturer's instructions.
3. The withdrawal (temporary or otherwise) of authorisation for an airplane or a ship, on the recommendation of the civil aviation or port authorities or any similar authority, whatever the country.
4. Additional charges when the regular Means of Public Transport has proposed a reasonable alternative.
5. A missed departure when there is less than a minimum of two hours between connecting flights to an international departure point or more than two hours if the flight reservation systems require a longer connecting time.
6. Any expenses incurred when a reasonable alternative has been proposed within four hours of the scheduled departure time or within four hours of the actual time of arrival of the connecting flight.

## **SECTION C – DELAYED DEPARTURE**

In order to take advantage of this benefit, You must pay at least 30% of the cost of Your Trip (transport and/or accommodation costs) with Your Covered Card.

### **\_\_\_ WHAT IS COVERED**

If the departure of the regular Public Means of Transport on which You were going to travel is delayed for the following reasons:

1. a Strike or Social Unrest or
2. Bad Weather Conditions or
3. a mechanical or technical breakdown of the regular Means of Public Transport on which You were supposed to travel;

We will reimburse You for the expenses which You must cover, up to the maximum amount indicated in the Table of Benefits, for meals, refreshments, round-trip travel to/from the railway station/the airport, and the first night in a hotel after a minimum delay of:

- a. 4 hours from the scheduled departure time for scheduled flights;
- b. 6 hours for charter flights; and
- c. 2 hours for trips on major train lines compared with the initially planned schedule as indicated on Your train ticket.
- d. If You are delayed for at least 24 hours, we will pay Your remaining expenses to the extent of the additional amount as shown in the Table of Benefits.

#### SPECIAL CONDITIONS

1. You must register Yourself in accordance with the itinerary given to You, if applicable.
2. You must obtain a written certificate from the carriers (or their representatives) indicating the number of hours of delay and the reason for the delay.
3. You must comply with the general conditions of sale of the travel agent, the tour operator or the transport provider.
4. You must keep all receipts and invoices.
5. The benefits in Section B – Missed Departure / Missed Connection are not cumulative with those in Section C – Delayed Departure.

#### **EXCLUSIONS SPECIFIC TO SECTION C – DELAYED DEPARTURE**

In addition to the exclusions which are common to all the benefits indicated in Section 8, the following are also excluded:

1. A strike or a social unrest or a delay due to air traffic control which exists or is publicly announced on the date when the benefits come into effect or on the date of booking of Your Trip (taking into account the event which occurs later).
2. The temporary (or other) withdrawal of authorisation for an airplane or a ship on the recommendation of the civil aviation authorities or port authorities or any similar authority, whatever the country.
3. Charges and expenses for which any carrier or service provider has compensated You, or will compensate You, in the future.
4. All expenses incurred when a reasonable alternative was proposed within four hours of the departure time, and six hours for charter flights; and two hours for trips on major train lines after the initially scheduled departure time, initially planned for regular scheduled flights.

#### **SECTION D – PROFESSIONAL EQUIPMENT, DELAYED DELIVERY OF LUGGAGE AND TRAVEL DOCUMENTS**

In order to take advantage of this benefit, You must pay at least 30% of the costs for Your Trip (cost of transport or accommodation, etc.) with Your Covered Card.

##### \_\_\_ WHAT IS COVERED

##### \_\_\_ PROFESSIONAL EQUIPMENT

We will reimburse You for any accidental loss, theft or damage suffered by Your professional equipment as part of professional travel, up to the amount shown in the Table of Benefits. The amount payable will correspond to the replacement value, with a deduction for depreciation (or if the repair of the equipment is economically justified, we will only pay the repair costs). The maximum amount we will pay for any professional equipment is listed in the Table of Benefits.

##### \_\_\_ DELAYED DELIVERY OF LUGGAGE

We will reimburse You up to the maximum total amount indicated in the Table of Benefits in the case of delayed delivery of Luggage for Luggage which has been registered by a transport company, as part of Public Means of Transport, for emergency purchases of clothing, medications and toiletries if Your Luggage is temporarily lost in transit during Your outbound travel and if it is not delivered to You within four hours of Your arrival.

##### \_\_\_ TRAVEL DOCUMENTS

In the event of loss or theft of Your passport or Your identification card or Visa outside Your Country of Residence, we shall compensate You up to the amount indicated in the Table of Benefits for expenses incurred outside of Your Country of Residence for reasonable and necessary transportation and accommodation costs in order to obtain replacements. Expenses relating to the replacement document are not covered.

##### \_\_\_ SPECIAL CONDITIONS

1. You must obtain written confirmation from the carrier confirming the number of hours Your Luggage has been delayed.
2. The amounts indicated only correspond to the actual expenses incurred in addition to and beyond the compensation paid by the carrier.

3. Claims for compensation will only be taken into account for the purchase of basic clothing and toiletries, and only if these purchases are made within four days of actual arrival at Your destination, and if they are debited using the Covered Card account. If the Covered Card cannot be used for these basic purchases, You must keep the detailed invoices for these purchases.
4. You will not receive any reimbursement if the purchases are made after Your Luggage has been delivered to You.
5. You must keep all receipts or invoices.
6. The 'Delayed Delivery of Luggage' Benefit only applies to Your outbound travel departing from Your Country of Residence or Your place of work.
7. You must file a report to the local police authorities regarding any theft or attempted theft of Your luggage and/or Your professional equipment within 24 hours, and obtain a written report.
8. For items damaged during Your Trip, You must obtain an official document from the relevant local authorities.
9. If Your luggage and/or Your professional equipment is lost, stolen or damaged while in the care of a carrier or transport company, You must notify them in writing with the details of the loss, theft and damage, and You must obtain an official report from the competent local authorities. If Your Luggage and/or Your Professional Equipment is lost, stolen or damaged while in the care of an airline, You must:
  - a. Obtain a P.I.R. (Property Irregularity Report) or a confirmation of Luggage Irregularity from the airline company.
  - b. Send a declaration to the airline to notify them of the incident within the time limit mentioned in their conditions of carriage (please keep a copy).
  - c. Keep the transport tickets and registration labels in order to send them to Us if You need to claim compensation under these General Terms and Conditions.
10. You must provide Us with original evidence of the lost, stolen or damaged objects belonging to You or belonging to the company which employs You, so that we may assist You in preparing Your file for the claim to compensation.
11. Compensation is calculated on the basis of the market value of the object concerned, on the date it was lost, stolen or damaged, minus any loss of value due to wear and tear.

**EXCLUSIONS SPECIFIC TO SECTION D – PROFESSIONAL EQUIPMENT, DELAYED DELIVERY OF LUGGAGE AND TRAVEL DOCUMENTS**

In addition to the exclusions which are common to all the benefits indicated in Section 8, the following are also excluded:

1. Loss, theft or damage to objects of value.
  2. Loss or damage due to delay, confiscation or detention by customs officials or any other authority.
  3. Checks, travellers' checks, cash, money orders, postal orders, prepaid tickets or coupons, travel tickets, debit cards, credit cards or payment cards.
  4. Loose precious stones, non-prescription sunglasses, cosmetics, perfumes, antiques, musical instruments, notarised deeds, manuscripts, securities, perishable goods, bicycles and damage to the Luggage (unless the bag is completely unusable following the event).
  5. Loss or damage in the case of cracks, scratches, breakage or damage to porcelain, glassware (except watches, cameras, binoculars or telescopes) and fragile or brittle objects, unless it involves the theft, whether the damage is caused by a fire or an accident on an airplane, train, boat or motor vehicle.
  6. Claims for compensation for which there are no original receipts, proof of ownership or expert valuation by an insurance company (obtained prior to the loss) if the items are lost, stolen or damaged.
  7. The loss, theft or damage to goods for professional use, mechanical accessories and other objects used in the exercise of Your professional activity.
  8. Loss or damage due to wear and tear, depreciation, deterioration, weather or climatic conditions, moth or vermin invasion, as well as all cleaning, repair or restoration procedures, mechanical or electronic breakdowns or leaks.
  9. Loss or damage due to economic depreciation, exchange rate fluctuations or shortages due to errors or omissions.
  10. Claims for compensation arising from a theft at Your hotel or from Your Hire Car, except in the event of a breach, duly noted and the subject of a police report.
  11. Damage caused by leakage of powder or liquid into personal belongings or the Luggage.
  12. Claims for compensation arising from the theft, loss or damage to the Luggage when it is shipped as freight or merchandise.
  13. Claims for compensation concerning professional equipment which is left unattended in a place accessible to the general public or when it is entrusted to a person who has not been formally designated to be responsible for the custody of the property at any time.
- Claims for compensation concerning damage, theft or loss of valuable property or computer equipment in the custody of the carrier.

## SECTION E – ACCIDENTS WHILE ABROAD

In order to take advantage of this benefit, You must pay at least 30% of the costs for Your Trip (cost of transport or accommodation, etc.) with Your Covered Card.

### \_\_\_ WHAT IS COVERED

If You suffer an Accident while You are using a Means of Public Transport during Your Trip which, within 12 months, is the only direct cause of Your death or Loss of Limb, Loss of Sight or Permanent Total Disability, we will pay You or Your beneficiary or beneficiaries one or more of the benefits set out in the Table of Benefits.

### \_\_\_ SPECIFIC CONDITIONS

1. Compensation is not payable for Permanent Disability less than one year after the date on which You were the victim of an Accident.
2. You may not group together several compensation amounts set out in the Table of Benefits.
3. Any normal and usual Trip to and from the Home, workplace or secondary residence of the Cardholder shall not be considered as a covered Trip.
4. You or Your beneficiary/beneficiaries must provide us with:
  - a death certificate or medical certificates confirming the disabilities (report from a medical expert, etc.),
  - the local authority report (police, fire brigade, etc.),
  - the contact details of the notary public in charge of the rights of succession,
  - a legal document which establishes the status of the beneficiary, including a copy of their identification document,
  - in the event of Bodily Injury, which may result in a disability, the person must undergo all the assessments required by the Insurer.

## **EXCLUSIONS SPECIFIC TO SECTION E – ACCIDENTS WHILE ABROAD**

In addition to the exclusions which are common to all the benefits indicated in Section 8, the following are also excluded:

1. Claims for compensation arising out of or related to any pre-existing Condition, except in the event of unforeseeable aggravation of the said Condition.
2. Any disability or death caused by a deterioration in physical health (for example, a stroke or heart attack) which does not result directly from an Accident.

## SECTION F – HIRE CAR – CDW (COLLISION DAMAGE WAIVER) \_\_\_\_\_

In order to take advantage of this benefit, You must pay at least 30% of the cost of Your Trip (transport or accommodation costs, etc.) with Your Covered Card.

### DEFINITIONS – Applicable to this section

#### **Excess**

– means part of a claim for compensation for which the Cardholder remains financially liable under the rental contract in cases where the Cardholder has refused to accept the insurance policy for the Hire Car and the unavoidable excess set in the rental contract, once the cardholder has accepted, or has been obliged to accept, the insurance for the Hire Car.

#### **Hire Car**

– means a vehicle for tourism which is authorised to be driven on public roads (passenger cars and family and utility vehicles authorised to carry up to nine persons), rented by the day or by the week, from a rental agency or licensed car hire company, the cost of which has been paid in full with Your Covered Card. Coverage of the benefit is valid for the period specified in the rental contract for a Trip but for no longer than 31 days. Collision damage coverage is only valid for hire cars which are rented and driven outside Your Country of Residence.

#### **Hire Car Insurance**

– means the main insurance held by a car hire agency or company, covering risks such as civil liability or theft of the Hire Car.

#### **You/yours**

- means the Cardholder who is the primary driver designated in the rental contract, between 21 and 70 years of age, with a driving licence which is authorised for the category of the Hire Car.

### \_\_\_ WHAT IS COVERED

We will compensate You up to the maximum amount shown in the Table of Benefits for the amount of the excess (when the car hire company covers damage to the Hire Car above the excess) by means of another policy or insurance for Hire Cars if the authorised car hire

company or agency holds You liable for the costs arising from damage to property caused to the Hire Car during the rental period resulting from damage, fire, vandalism or theft of the Hire Car, as well as any subsequent loss of profit which occurs due to the unavailability of the Hire Car as a result of such damage or loss.

#### \_\_\_ SPECIFIC CONDITIONS

1. You will be covered provided You only rent one Hire Car at a time.
2. The benefit is valid for the period specified in the rental agreement, but in any case for no more than 31 days.
3. Revolving credit or financing lease contracts are not covered.
4. You must obtain the following:
  - the rental invoice,
  - the duly completed claim form questionnaire which will be sent to the Cardholder by SPB,
  - the claim form submitted to the rental company,
  - in the event of theft or vandalism of the Hire Car, the receipt for the criminal complaint issued by the competent authorities,
  - the statement signed by both parties regarding the condition of the car on its return,
  - the agreed incident report,
  - the invoice or estimate for the repairs or an expert's report,
  - proof of payment of the excess or the repairs, if applicable.

#### **EXCLUSIONS SPECIFIC TO SECTION F – HIRE CAR – CDW (COLLISION DAMAGE WAIVER)**

In addition to the Exclusions common to all the benefits included in Chapter 8,

1. The benefit shall not apply if You:
  - a. do not have a driving licence for the category of the Hire Car which You are driving (this licence must be issued in Your Country of Residence or in the country which has issued Your passport);
  - b. are in breach of the terms of the rental contract.
2. The benefit shall not apply to the following types of Hire Cars:
  - a. mopeds and motorcycles, commercial vehicles, lorries, motor homes, trailers or caravans, and vehicles which are not authorised to be driven on roads,
  - b. Hire Cars which are used as rewards, used in car races, rallies, speed or endurance trials, or as part of the training for these types of event.
  - c. Hire Cars which are used for commercial purposes.

In addition, the following are also excluded:

3. Costs covered by the insurance included in the rental contract which covers the same loss.
4. Vehicles which are used off-road, for car competitions, rally events or speed trials or for training in car competitions, rally events or speed trials.
5. Damage caused to vintage vehicles which are more than 20 years old, or vehicles manufactured more than 10 years ago.
6. Theft and/or damage resulting from non-compliance with the maintenance and user instructions provided with the Hire Car by any person.
7. Damage caused by wear and tear, insects or vermin.
8. Theft and/or damage resulting from the use of the Hire Car for any purpose other than that specified in the rental contract.
9. All the costs for which You assume responsibility, negotiate, implement and promise or accept a settlement.
10. All fines and all punitive damages.

#### **SECTION G – INFORMATION FOR TRAVELLERS**

Before and during Your Trip, We will provide You with information on the following subjects:

1. preparation for a Trip.

2. visas and documents required at the borders of countries Abroad. If You hold the passport of a country other than Your Country of Residence, we will provide You with the contact details of the embassy or consulate of the country concerned.
3. mandatory vaccines and information on alerts issued by the World Health Organisation
4. customs duties and customs regulations
5. foreign exchange rates and value added taxes Abroad.
6. contact information for embassies or consulates.
7. weather forecasts Abroad.
8. the languages spoken in the country of destination.
9. time zones and time differences.

## **SECTION H – ASSISTANCE FOR TRAVELLERS**

### \_\_\_ WHAT IS COVERED

During Your Trip outside Your Country of Residence, We will:

1. advance bail money (excluding deposits required to cover civil liability, fines or damages to be paid by You) and legal fees up to the sum indicated in the Table of Benefits, in the event of imprisonment or threat of imprisonment while You are travelling. Advances and delivery costs will only be paid if recognised means of repayment have been made available to Us. Your request for us to cover the cost must absolutely be accompanied by an indictment and/or any document issued by the local judicial authorities to prove the existence of legal proceedings against You. You undertake to repay this advance to Us within 30 days of receipt of the invoice sent to You.
2. provide the necessary information and will assist You in obtaining replacement identification documents from the appropriate local authorities in the event of loss or theft of the documents required for Your return Trip. We will not cover the costs of issuing new identification documents.
3. organise and cover the cost of delivering Your corrective contact lenses, glasses or hearing aids to replace those which You usually wear and which are essential to the continuation of Your Trip. This service will be provided on condition that we can access these replacement items or that they can be delivered to Our office, according to the instructions which You or Your representative will provide.
4. organise and provide assistance for the shipment of essential prescribed medicines when they have been lost or stolen, if they are not available locally or there is no equivalent available locally. We will cover the shipping costs but You will pay the cost incurred for obtaining the medicines. The shipment of medicines is subject to regulations imposed by airlines or any other transport company, as well as by local and/or international law.
5. organise the delivery of urgent messages to one of Your Close Relatives or Your employer or Your staff.
6. reimburse Your telephone calls to Europ Assistance following Serious Bodily Harm or death, up to the amount shown in the Table of Benefits. You must provide a receipt or other proof of the costs for telephone calls, as well as a list of the contacted numbers.

### **EXCLUSIONS SPECIFIC TO SECTION H – ASSISTANCE FOR TRAVELERS**

In addition to the exclusions common to all the benefits indicated in Chapter 8, the following are also excluded:

1. Telephone charges, except for those incurred to contact Europ Assistance for which You are able to provide a receipt or other document which lists the number called and the cost of the call.
2. Shipments of blood products and blood derivatives, products reserved for hospital use or products requiring special storage conditions, in particular refrigeration and, more generally, products not available in pharmacy dispensaries.

## **SECTION I – MEDICAL ASSISTANCE, MEDICAL CHARGES AND OTHER EXPENSES WHILE ABROAD**

### \_\_\_ WHAT IS COVERED

We will pay the following expenses, up to the maximum amount shown in the Table of Benefits, when You are the victim of Bodily Harm or a Pregnancy with Complications or when You die while travelling outside Your Country of Residence or Your workplace.

1. **Advance for the hospitalisation costs while Abroad**

Important: This service is only provided on condition that Our medical department, after consultation with the Medical Authority treating You, decides that You cannot be transported. No advance will be made after the time when We are in a position to transport You, whatever you may decide.

We will advance the hospitalisation costs incurred up to the maximum amount indicated in the Table of Benefits for the prescribed treatment, as agreed with Our medical department. We will first send You or a Close Relative or, if applicable, a designated third party, a



form showing the sums due, which this person must sign and send back to Us. In this case, You must repay this advance to Us within three months of the return date of Your Trip or the date the invoice is sent (whichever is later). After this period, We shall be entitled to claim repayment of the sums due, plus all interest calculated at the statutory rate. Our advances will cease on the date when Our medical department considers it possible to repatriate You. In any event, You must send a request for reimbursement of Your hospitalisation costs to Your primary health insurance company, or to Your insurance company or to any other insurance company or organisation to which You are able to submit Your claim.

## 2. Supplementary reimbursement of medical expenses while Abroad

We will reimburse You, up to the maximum amount indicated in the Table of Benefits, for medical expenses incurred which have not been reimbursed by Your primary health insurance company, Your insurance company or any other insurance company or organisation to which You pay premiums. We will reimburse You for any charges which are not covered by the above-mentioned organisations, provided that You provide us with the original documents as proof of reimbursement by these organisations. If the organisation to which You are paying premiums does not cover the medical expenses incurred, we will reimburse You up to the maximum amount indicated in the Table of Benefits, provided that You provide the original medical bills and proof that they are not covered by these organisations.

### Expenses which are eligible for additional reimbursement:

- medical fees,
  - medical examinations,
  - cost of medicines prescribed by a Medical Authority,
  - ambulance charges prescribed by a Medical Authority for Your transportation to the nearest hospital, only if Your health insurance organisation refuses to cover the costs,
  - cost of a hospital stay,
  - emergency dental care to immediately relieve pain and/or emergency repairs to artificial dentures or teeth only to relieve discomfort during meals, which will be reimbursed up to the maximum amount shown in the Table of Benefits,
  - all necessary and reasonable emergency medical expenses incurred for all children born as a result of a Pregnancy with Complications. Claims for compensation which involve multiple births are considered to be a single event.
3. With prior approval from Europ Assistance, the additional travel expenses to repatriate You to Your Home when recommended by our medical department, including the cost of medical personnel to accompany You, if necessary. The costs of repatriation which We cover will correspond to those of a class of travel equivalent to the class used for Your outbound journey, unless otherwise agreed by Europ Assistance.
  4. The hotel costs incurred, up to the maximum amount per night for 10 nights indicated in the Table of Benefits, in a category of hotel equivalent to Your initial reservation, if it is necessary, from a medical perspective, for You to stay after Your originally scheduled return date. This includes, with prior approval from Europe Assistance and up to the maximum amount per night shown in the Table of Benefits, any additional accommodation expenses incurred by a Close Relative or friend to stay with You and accompany You to Your Home. If You and Your Close Relative or friend cannot use the ticket originally intended for Your return Home, Europ Assistance will cover the additional transport costs based on the class of reservation You originally planned for Your return Home.
  5. Economy class travel and, up to the amount per night for 10 nights as indicated in the Table of Benefits, the hotel costs incurred by a Close Relative from Your Country of Residence who comes to visit or accompany You to Your home, if You are travelling alone and You are hospitalised for more than 10 days, with the prior approval of Europ Assistance.
  6. In the event of death outside Your Country of Residence, the costs of post mortem services, being placed in a coffin, and the arrangements necessary for transportation, as well as the reasonable cost for transportation of Your ashes to Your Home, or the cost of transporting Your body to Your home, will be covered up to the maximum amount indicated in the Table of Benefits.
  7. If You are transported and no one can take care of Your children under 15 years of age, we will cover care by a qualified person at Your home for up to €100 per day and for a maximum of 5 days. Repayment will only be made on presentation of an original detailed invoice.
  8. After an event resulting in an Interruption of Your task for more than seven days (medical prescription, following sick leave) or in the event of death, Europ Assistance will cover the cost of and provide a first class train ticket or regular economy class air ticket for an employee designated by Your employer to replace You on Your task. The substitute employee must travel within two months from the date of Your return.
  9. If You are the victim of an accident which is covered under this Chapter and neither You nor any passengers You may have is able to drive Your vehicle which is registered in Your or Your employer's name and which You are using for Your Trip, We will cover the cost of economy class travel and the charges of a replacement driver to bring the vehicle back to Your Country of Residence or to the country of destination, by the most direct route.

### SPECIFIC CONDITIONS

1. You must inform Europ Assistance as soon as possible of any Bodily Injury or Bodily Harm which requires Your admission to hospital or before arrangements are made for Your repatriation.
2. You must contact Europ Assistance as soon as possible if You have to incur medical costs of more than €500 (per claim). You must always contact Europ Assistance before interrupting Your Trip.
3. In the event of Bodily Harm, we reserve the right to transfer You to a hospital of our choice and arrange for Your repatriation to Your Country of Residence at any time during Your Trip. This is what we will do if the doctor treating You or Europ Assistance feel that You can safely be moved and/or travel to Your Country of Residence to continue Your treatment. If, without a valid reason, You choose

other medical repatriation services than those We have agreed in writing, this will be at Your own risk and at Your own expense.

4. The driver's replacement coverage is provided for Trips in the countries listed in the "green card" issued by the vehicle's insurance company. The vehicle must be less than eight years old, have travelled less than 150,000 km and must comply with the legal requirements in force in the Country of Residence.

#### **EXCLUSIONS SPECIFIC TO SECTION I – MEDICAL ASSISTANCE, MEDICAL CHARGES AND OTHER EXPENSES WHILE ABROAD**

In addition to the Exclusions common to all the benefits indicated in Chapter 8, the following are also excluded:

1. Claims for compensation resulting from or connected with any pre-existing Condition, except in the event of unforeseeable aggravation of the said Condition.
2. Treatments which are not part of a surgical or medical procedure for the sole purpose of treating or alleviating unforeseen Serious Bodily Harm.
3. Any costs which are not customary, reasonable or justified for the treatment of Your Bodily Harm.
4. Any treatment or surgical operation which, in the opinion of our medical department, can reasonably be delayed until You return to Your Country of Residence.
5. The costs incurred in obtaining the medicines which You knew You needed at the time of departure from Your Country of Residence.
6. The additional cost of an individual or private room.
7. Treatments or services provided by a private clinic or a hospital, a spa facility, a nursing home or a convalescent or rehabilitation centre, unless expressly agreed by Europ Assistance.
8. The cost of treatment for cosmetic reasons, unless our medical department agrees that this treatment is necessary following an accident covered under these General Terms and Conditions.
9. All costs incurred after Your return to Your Country of Residence, except with the prior express consent of Europ Assistance.
10. The costs arising from a tropical disease when You had not received the recommended vaccines or taken the recommended medicine.
11. All costs incurred outside of Your Country of Residence after the date on which our medical department warns You that You should return home or after the date on which we organise Your return Home. (Pursuant to this Chapter, after this date We will cover only what We would have paid if Your repatriation had taken place.)
12. Your refusal to take advantage of the medical repatriation services which We agreed to provide and pay for under these General Terms and Conditions.
13. The extra cost of air tickets compared with economy class tickets for a non-medical escort in the event of medical repatriation (any increases in costs due to an upgrade request must be borne personally by the person(s) travelling.)
14. Any treatment or diagnosis which has been planned in advance or which was previously known to You.
15. The cost of dental care involving the provision of dentures, artificial teeth or the use of precious metals.
16. Costs incurred in the United States which exceed the average reimbursement which the healthcare provider receives for all services provided to their patients for similar treatment, but in any event not more than one and a half times the rate which would be applicable if the cost could be compensated under the US Medicare system.
17. The costs of air sea rescue.
18. In the case of providing a replacement driver:
  - the cost for fuel, tolls, hotel and meal charges for You or any other passengers,
  - inter-island sea transfers or transfers which require the use of boats or barges.

#### **SECTION J – BENEFIT FOR MISSED EVENTS**

DEFINITION applicable to this Chapter

##### **Event tickets**

– any ticket enabling attendance at a concert, a play in the theatre, a sporting event or amusement park, which has been paid in full and debited on the Covered Card for personal use.

##### WHAT IS COVERED

We will reimburse the Cardholder or his/her beneficiaries up to a maximum of €75 per ticket and up to a maximum of €300 per event over any 365 day period for tickets purchased using the Covered Card (up to the amount of the purchase price printed on the ticket) which You are unable to use as a result of any of the following:

1. Bodily Harm or death involving a Close Relative or Yourself; or
2. theft or accident involving Your motor vehicle, which is not in a condition to be driven within 48 hours of the event; or
3. burglary, flood or fire damage in Your Home, requiring Your presence at Home; or
4. departure delayed by more than two hours or cancellation of the Public Means of Transport which You planned to use to get to the event, assuming that You could have reached the public event on time if the departure had not been delayed.

#### \_\_SPECIFIC CONDITIONS

1. You or Your beneficiaries will be required to provide a medical certificate or death certificate issued by a Medical Authority recording the severity of a Bodily Harm or death and Your subsequent inability to attend the event, which must be confirmed by our Medical Authority.
2. As soon as You become aware of an incident which will result in You being unable to attend the event, You must notify us immediately and return the event tickets to us within 72 hours of the incident, and at the latest 48 hours after the event corresponding to the purchased tickets, by registered mail.
3. You must provide proof of the theft, breakdown or accident involving Your vehicle and the vehicle or the Public Means of Transport in which You were travelling.
4. In the case of a delay or cancellation of the Public Means of Transport in which You were travelling, You must provide us with proof from the public transport company confirming the cancellation or the length of the delay.
5. You must provide proof from the local authorities reporting any incident involving Your Home.

#### **EXCLUSIONS SPECIFIC TO SECTION J – BENEFIT FOR MISSED EVENTS**

In addition to the Exclusions common to all the benefits indicated in Chapter 8, the following are also excluded:

1. Cancellation of the event on initiative of the organisers.
2. Any event which You were able to attend.
3. All event tickets which were booked or purchased at a date later than the occurrence of a Bodily Harm which is not covered by this insurance.
4. Claims for compensation arising out of, or in connection with, any pre-existing Bodily Harm, except in the event of unforeseeable aggravation of the said Condition.
5. Service fees associated with the reservation or purchase of the tickets.
6. Any subscription card, regardless of its medium, including a limited or unlimited number of event tickets to be used during a specific period.

#### **9. PROCEDURE FOR CLAIM FOR COMPENSATION**

1. Please read the appropriate Chapter of the benefits to find out exactly what is covered and what is not covered, paying particular attention to the conditions, limitations and exclusions.
2. Submission of a claim for compensation.
  - a) Europ Assistance is not a substitute for public service involvement, especially as regards emergency services. In the event of Serious Bodily Harm, You must first call local emergency services and then give Us the contact details of Your doctor. All costs incurred for a benign Bodily Harm must be paid by You and may then be the subject of a claim for compensation.
  - b) For all other claims for compensation: You must contact SPB, stating:
    - Your name,
    - The number of Your Covered Card,
    - Your address with the postal code and Your telephone number where You may be reached
    - The basic details of Your claim.

#### **• via internet:**

- Website address: <https://assur-lux.spb.eu>.

#### **• by telephone:**

- By calling **(+352) 27 86 24 87** (a number with no surcharge, charged at the price for a local, regional or national call, depending on each operator's terms and conditions). This telephone line is open seven days a week, from 9 a.m. to 5 p.m. (except for statutory holidays and/or public holidays and unless prohibited by law or regulation).

- **via e-mail:**

- At the following address: [gestionsinistres@europ-assistance.be](mailto:gestionsinistres@europ-assistance.be)

- **by regular mail:**

- **SPB Assurance - Cartes BGL BNPP VISA Business - CS 90000 -76095 Le Havre Cedex**

Please inform Us within 28 days following Your discovery of any incident or loss leading to a claim to compensation; and return Your completed claim form to us and provide us with any additional information as soon as possible.

#### **Additional information.**

You must provide all of Your invoices and all of Your original receipts and reports, etc. Please refer to the Chapter under which You are claiming compensation in order to be aware of all the supporting documents which You must provide to Us.

It is always recommended that You keep copies of all documents which You send Us.

## **10. CLAIM PROCEDURE**

### **WE ARE HERE FOR YOU**

We will do our best to provide You with a quality of service which meets Your expectations. However, You may feel that you have not received a level of service to which You think You are entitled. In this case, we want to know about it, so that We can carry out corrective actions.

### **HOW TO CONTACT US**

#### **STAGE 1: To make Your claim**

1/ Claims for assistance must be addressed to Europ Assistance Belgium S.A., to the attention of the Complaints Officer, boulevard du Triomphe 172, 1160 Brussels ([reclamation-lux@europ-assistance.be](mailto:reclamation-lux@europ-assistance.be)), Tel.: + 32 2 541 90 48, from Monday to Thursday, from 10 a.m. to 12 p.m. and from 2 p.m. to 4 p.m.

2/ Claims concerning insurance coverage must be addressed to the SPB Claims Department, depending on the various channels available to You:

- Online claim form at [www.spb-assurance.fr](http://www.spb-assurance.fr)
- E-mail address: [reclamation-lux@spb.eu](mailto:reclamation-lux@spb.eu)
- Postal address: SPB Claims Department - CS 90000 - 76095 Le Havre Cedex

The SPB Claims Department undertakes to acknowledge receipt of the claim within 10 working days of its date of receipt (even if the reply to the claim is also made within this time period) and, in any event, it shall reply to the claim within two months of its date of receipt.

#### **Stage 2 – To make an appeal**

If the response provided does not meet Your expectations, You may contact the Customer Relationship Officer directly by mail at the following address:

Europ Assistance Belgium S.A., to the attention of the Complaints Officer, boulevard du Triomphe 172, 1160 Brussels ([reclamation-lux@europ-assistance.be](mailto:reclamation-lux@europ-assistance.be))

#### **Stage 3 – To contact the mediator**

If the dispute continues after examination of Your request, You may contact the Insurance Commission in writing at Boulevard Royal 7, L-2449 Luxembourg, or the Insurance Mediator, A.C.A. B.P. 29, L-8005 Betrange.

## **11. LEGAL FRAMEWORK**

### **SUPERVISORY AUTHORITY**

#### For Insurance:

The Insurance Commissioner  
(Department and Supervisory Service)  
7 boulevard Joseph II  
L-1840 Luxembourg

### **GOVERNING LAW**

This contract is governed by the law on insurance policies, as amended on 27 July 1997.

### **SUBROGATION**

We are subrogated in Your rights and actions against any third party liable for Our disbursements. Except in the event of malice, We have no recourse against Your descendants, ascendants, spouse and direct line relatives, nor against any persons living under Your roof, Your guests or members of Your domestic staff. However, we may take action against these persons if their liability is effectively covered by an insurance policy.

## **ACKNOWLEDGMENT OF DEBT**

You agree to reimburse us within one month for the costs which are not included as benefits in this agreement and which we have provided to You as advances.

## **PRESCRIPTION**

Any action resulting from this policy shall be prescribed within a period of three years from the event which gives rise to it.

## **JURISDICTION**

This policy is covered by Luxembourg law. Any disputes arising out of the insurance policy shall be subject to the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg, without prejudice to the application of international treaties or conventions.

## **PROTECTION OF PERSONAL DATA**

### **GENERAL INFORMATION**

You authorise the insurance company Europ Assistance Belgium and SPB to register and process the data which You have communicated to them, as well as the data which You will communicate to them later, in order to assess the risks; to prepare, establish, manage, and execute insurance policies; to settle claims; and to prevent all fraud.

### **The Assistance Part**

The data controller for the Assistance Part is Europ Assistance Belgium. Europ Assistance Belgium complies with the Belgian Law of 8 December 1992 on the protection of privacy with regard to the processing of personal data. It may communicate this data to third parties in case and in accordance with the terms and conditions set out in Article 300 of the amended law of 7 December 2015 on the insurance sector, ensuring professional secrecy in matters of insurance.

You have a right to access, correct and object concerning Your data, which You may exercise by sending a written request to the following address:

Europ Assistance Belgium S.A.  
Boulevard du Triomphe 172  
1160 Brussels

### **The Insurance Part**

The management of the insurance coverage is carried out in France by SPB. SPB complies with French Law no. 78-17 of 6 January 1978, as amended, relating to data processing, files and freedoms.

It may communicate this data to third parties in case and in accordance with the terms and conditions set out in Article 300 of the amended law of 7 December 2015 on the insurance sector, ensuring professional secrecy in matters of insurance.

We hereby inform You that Your personal data may result in the exercise of the right to access, correct and object, in the manner provided for by Law no. 78-17 of 6 January 1978, as amended, relating to data, files and freedoms, by a letter addressed to:

SPB - clients BNP Paribas  
CS 90000  
76095 Le Havre Cedex

### **Management of personal data for the Assistance and Insurance Parts**

Your personal data collected as part of the performance of this policy and in the course of its management will only be sent to Europ Assistance Belgium and SPB, who are responsible for processing it. These data are mandatory and shall, in particular, be used by Europ Assistance Belgium and SPB to review Your claims for settlement of Your claims.

To this end, You are hereby informed that Your personal data will be communicated to subcontractors, subsidiaries and agents of the Insurer, which will carry out, inside or outside the European Union and on the Insurer's behalf, certain essential material and technical tasks indispensable for delivery of the services. This includes processing Your data in countries where data protection legislation is not as comprehensive as in the European Union. However, Europ Assistance Belgium and SPB have taken appropriate measures to guarantee the same (or equivalent) level of protection of Your personal data in countries outside the European Union.

You are hereby also informed that telephone conversations between You and Europ Assistance Belgium or between You and SPB may be recorded for purposes of quality control of the services provided or as part of claims management.

### **CONSENT OF THE BENEFICIARIES**

You authorise Europ Assistance Belgium and SPB to process medical or sensitive data relating to You, to the extent necessary for achieving the following purposes: the management of assistance, the management of expenses and accounts for assistance, and the management of any litigation.

You authorise BGL BNP PARIBAS to transmit data relating to Your BGL BNP Paribas Visa Business Card and the use of this data by Europ Assistance Belgium and by SPB to the extent necessary to allow You to take advantage of the assistance and benefits under these General Terms and Conditions.

### **FRAUD**

Any fraud on Your part in making a claim or in a declaration form or in responses to questionnaires will result in You possibly losing Your rights vis-à-vis the Insurer. All documents must therefore be filled in completely and thoroughly. The Insurer reserves the right to sue the fraudulent beneficiary before the competent courts.

## 12. CANCELLATION OF COVERAGE

This coverage is included with Your Covered Card, so coverage cannot be cancelled separately. If these benefits do not meet Your expectations, You may rescind the benefits by cancelling the Covered Card. If You cancel the Covered Card, coverage will terminate together with all the benefits. Please refer to Your Credit Card agreement for more information on how to cancel the Covered Card.

## 13. SUMMARY OF THE TERRITORIAL CONDITIONS FOR ASSISTANCE SERVICES

You may benefit from the assistance services, the terms and conditions and the manner of implementation of which have been presented to You in the above paragraphs, anywhere the entire world, without excess for distance, during any Travel for work, on the following terms and conditions:

Provision of assistance	Travel within the Country of Residence	Travel outside of the Country of Residence
Advances for bail, maximum amount	No	Yes <sup>1</sup>
Advances for lawyers' fees, maximum amount	No	Yes <sup>1</sup>
Medical assistance	No	Yes <sup>1</sup>
Assistance with lost luggage	Yes	Yes <sup>1</sup>
Dispatch and replacement of professional items	Yes	Yes <sup>1</sup>
Shipment of urgently needed medications	Yes	Yes <sup>1</sup>
Sending of urgent messages to Your close relations and friends, Your employer and Your staff	Yes	Yes <sup>1</sup>
Reimbursement of telephone charges	Yes	Yes <sup>1</sup>
Transport and repatriation	No	Yes <sup>1</sup>
Visit of a Close Relative	No	Yes <sup>1</sup>
Prolongation of a stay for a Close Relative / an accompanying person	No	Yes <sup>1</sup>
Advance for hospitalisation costs Abroad	No	Yes <sup>1</sup>
Supplementary reimbursement of medical charges while Abroad	No	Yes <sup>1</sup>
Replacement driver to repatriate Your vehicle	No	Yes <sup>1</sup>
Funeral charges and repatriation in case of death	No	Yes <sup>1</sup>
Looking after children less than 15 years of age	No	Yes <sup>1</sup>
Replacement employee	No	Yes <sup>1</sup>

1. for the first 90 days of professional Travel