

GENERAL CONDITIONS



ace europe

BGL BNP Paribas Travel Insurance – Gold MasterCard General Conditions of Group Insurance Contract No. BEBOTA00471

SECTION 1 – DEFINITIONS

Company

Ace European Group Limited, an authorised insurance company under Code Number CBFA 2312.
Avenue des Nerviens 9-31, 1040 Brussels, Belgium
Company number: 867.068.548
Registered office: 100 Leadenhall Street, London EC3A 3BP, United Kingdom. Company number: 1112892.

Insured(s)

The holder of the BGL BNP Paribas MasterCard Gold credit card and persons residing with him: spouse or partner and children.

Beneficiary

- In the event of the death of the Insured following bodily injury, unless another person has been designated by the Insured, the spouse, not divorced or separated, or partner, otherwise and in equal parts, the children, otherwise the other lawful heirs of the Insured in the order specified by the Civil Code, with the exception of the State.
- In other cases, the amounts payable shall be paid to the Insured.
- Persons who have caused the bodily injuries deliberately are excluded from cover under the insurance.

Consolidation

The moment when the injuries stabilise and become Permanent, such that treatment is no longer necessary, other than to avoid deterioration and when it becomes possible to assess a certain level of permanent disability giving rise to a definite loss.

Non-material damage

Any pecuniary loss resulting from the loss of advantages attaching to a right, loss of use of a service provided by property or a person, in particular: loss of the use of moveable property or real estate, increase in general expenses, reduction or stoppage of production, loss of profit from loss of clientele or market and any other similar loss.

Geographical limits of the insurance

Worldwide

Child

Person up to the age of 18, unless a student, in which case up to age 25.

Abroad

Any country other than the country in which the Insured has his lawful place of residence.

Family

the spouse or live-in partner of the Insured, living at the same address as the Insured as well as children under age 25 who are dependent upon the Insured for tax purposes.

War

War, invasion, act of foreign enemy, civil war, rebellion, insurrection, taking or usurpation of power by the military, any incident of collective violence of the same disastrous nature as war.

Permanent disability

Permanent reduction in the physical, psycho-sensorial or intellectual capacity of the victim. This disability may be total or partial.

Bodily injury

Injury caused by an accident which, alone and independently of any other cause, gives rise to one of the types of cover insured within three years from the date of injury.

Bodily injury does not include a physical or psychological illness, any condition which occurs naturally, any gradually operating cause or any post-traumatic mental illness, unless if this is the direct result of an insured bodily injury.

Illness

Any alteration to health established by a competent medical authority, the origin of which cannot be attributed to a bodily injury.

Close relative

The spouse or live-in partner, living at the same address; mother; mother-in-law; father; father-in-law; daughter; daughter-in-law; son; son-in-law; sister; sister-in-law; brother; brother-in-law; grandparent; grandson or granddaughter; aunt; uncle; niece; nephew of an insured person.

Country of residence

The country of Residence of the Insured, i.e. the country which is his main place of residence for tax purposes (this must be provable by any official document).

Policyholder

BGL-BNP Paribas Luxembourg.

Travel abroad

Trips abroad shall not exceed 90 consecutive days.

For the purpose of these General Conditions, travel abroad includes any travel undertaken by the Insured within his country of residence involving a minimum stay of four consecutive nights.

Section II – SCOPE OF COVER

Article 1 – Subject matter of the insurance

The Company hereby undertakes to provide the Insured or Insureds making a trip abroad which has been paid for using the BGL BNP Paribas Gold MasterCard credit card, with the cover specified in the General Terms and Conditions.

Article 2 – Cover

2.1. Cancellation of travel

Amount of cover

The Company provides cover up to a maximum of €3,000 per person per loss and up to a maximum of €10,000 per family per loss, for the costs payable by the Insured in the event of cancellation, interruption and alteration of travel arising out of one of the following causes:

- 1) illness or bodily injury of the Insured, the Insured's spouse, a relative up to the second degree or a person living under the same roof as the Insured who is in the Insured's custody or care, which for medical reasons prevents him from undertaking the proposed journey;
- 2) the death of the Insured, the Insured's spouse, a relative up to the second degree or a person living under the same roof as the Insured who is in the Insured's custody or care;
- 3) complications associated with the Insured's pregnancy, provided that at the time of arranging the travel contract the Insured was no more than three months pregnant or no less than six months at the time of departure;
- 4) compulsory quarantine or the compulsory presence of the Insured as a member of the jury at the *Cour d'Assises* or as a witness before a court, provided that the Insured was not aware of this circumstance at the time of arranging the travel contract;
- 5) hijacking, hostage-taking or kidnapping of the Insured, the Insured's spouse, a relative up to the second degree or a person living under the same roof as the Insured who is in the Insured's custody or care;
- 6) cancellation or limitation of public transport as a result of a strike, unless an alternative means of transport is provided;
- 7) compulsory presence of the Insured required by the police following a break-in at the place of residence or work of the Insured;
- 8) substantial material damage at the place of residence or work of the Insured following fire, storm, flooding, landslide or malicious acts, where such damage:
 - was unforeseeable at the time of arranging the travel contract;
 - prevents the Insured from undertaking the proposed journey;
 - occurs within 30 days prior to the initially intended departure date;
- 9) theft or total immobilisation of the Insured's private vehicle at the time of departure;
- 10) delay at the time of the scheduled commencement of travel, following a hold-up of more than one hour as the result of a road traffic accident or instance of force majeure en route to the place of scheduled commencement of travel.

Exclusions

Cancellation or interruption of travel due to any of the following is excluded:

1. suicide, attempted suicide or acts intentionally caused or brought about by the Insured or by the Beneficiary of the insurance. The following are treated in the same way as an intentional act: a fraudulent, malicious, deceitful or negligent act which, by virtue of its severity, is treated in the same way as fraud;
2. drunkenness, the use of tranquillisers other than medically prescribed, unless it is established by the Insured or the Beneficiaries that the condition complained of is not the cause of the bodily injury;
3. a nuclear risk, war risks. The Insured is never covered as a member of the military in an army of any kind;
4. crimes and offences, acts of terrorism or sabotage in which the Insured plays an active role;
5. piloting aerial devices or any aeronautical activity, other than as a paying passenger;
6. carrying out any sport in a professional capacity: i.e. where earnings as a professional sportsman exceed 25% of the annual salary;
7. taking part in and training for equestrian competitions, cycle races and speed races using motorised devices;
8. pregnancy or childbirth of the Insured, abortion and its complications, with the exception of what is stated under point 3, "Amount of cover";
9. psychological illnesses, post-traumatic mental illnesses and sexually transmitted diseases;
10. bodily injuries resulting from an accident or illness for which medical or paramedical treatment was prescribed by an attending physician at the time of arranging the travel contract unless, in the opinion of the attending physician, no contra-indication to travelling existed;
11. insolvency of the Insured at the time of reserving the journey;
12. absence or poor condition of the private vehicle intended for travelling;
13. administrative problems, problem with vaccinations or obtaining visas or other entry documents.

Loss occurrences

Notwithstanding the provisions under Section III – Loss occurrences, the Insured or if applicable the Beneficiary shall:

- 1) submit a medical certificate to the Company, specifying that the accident or illness prevents the Insured from travelling as planned or forces the Insured to interrupt his journey;
- 2) in the event of death, forward a death certificate to the Company;
- 3) provide the Company with the court summons, if the Insured is called to appear as a witness or member of a jury;
- 4) in the event of cancellation, provide the Company with the cancellation invoice drawn up by the travel agency.

Calculation of indemnity

Only those costs actually payable by the Insured are reimbursed in the event of the cancellation or interruption of travel, subject to not exceeding the amount set out in the General Terms and Conditions.

Actual costs shall mean those for which the Insured remains liable after deduction of any reimbursements obtained:

- from the travel operators as a result of non-use of tickets;
- from the travel agency or hotel as a result of non-use of reserved services.

Furthermore, additional travel costs paid or reserved and non-refundable shall also be reimbursed to the Insured if the journey is interrupted.

2.2. Early return

In the event of an early return, the Insured is reimbursed the reasonable cost of travel back to his place of Residence within his Country of Residence up to a maximum of €3,000 (three thousand euros) per loss occurrence per person and up to €10,000 (ten thousand euros) per loss occurrence per family, for unused travel tickets, accommodation, excursions, leisure activities (including those costs typically associated with winter sports) which have been paid or reserved and are refundable, as a result of:

- a) Accident, illness or death occurring to the Insured, or a person travelling with the Insured or a person whom the Insured is going to visit, if the said visit is the main purpose of travel by the Insured;
- b) Accident or illness or death occurring to one of the Insured's Near Relatives or to a Near Relative of a person travelling with the Insured or a Near Relative of the person whom the Insured is going to visit, if the said visit is the main purpose of travel by the Insured;
- c) Serious unforeseen damage to the Insured's home or business premises, if these are **more than 50% (fifty percent)** damaged;
- d) Theft at the Insured's home or business premises which, according to the Police, requires the Insured's presence.

Exclusions

- 1) Claims for which the Insured cannot provide a medical certificate issued by a doctor (who is not a Near Relative), confirming that his state of health makes it necessary for him to return early;
- 2) Subsequent losses, arising out of the same problem or event as a previous loss occurrence, which has not been correctly resolved.
- 3) Costs covered by the Insured's household insurance.

2.3. Accidental bodily injury

In the event of death

Where an Insured is the victim of bodily injury abroad, on public transport, and dies as a result of such injury within three years of the occurrence thereof, the Company shall pay the Beneficiary the sum of €150,000 (one hundred fifty thousand euros).

In the case of permanent disability

Where an Insured is the victim of bodily injury abroad, on public transport, and it is established that he will remain partially or totally disabled as a result thereof, the Company shall pay the Insured, subject to a maximum of €150,000 (one hundred fifty thousand euros), the amount corresponding to the rate of physiological disability applicable to the Insured based on the "Official Belgian Disability Scale".

The rate of disability is set as soon as there is consolidation in the Insured's condition and no later three years after the date of the loss occurrence.

Rates of disability are set without taking any professional or educational considerations into account.

The anatomical loss of limbs or organs the use of which had already been lost prior to the loss occurrence, cannot give rise to indemnity.

Indemnity will only be provided for injuries to limbs or organs which were already disabled based on the difference between the condition before and after the loss occurrence.

The assessment of injuries to a limb or organ cannot be influenced by the pre-existing disability of another limb or organ.

If several limbs or organs are affected by the same loss occurrence, the rate of disability shall be added together, subject to not exceeding 100%.

In the event of accidental death prior to consolidation of the disability, only the sum insured in the event of death will be paid, less any amounts which may already have been paid in advance in respect of the disability.

There is no accumulation of death and disability cover where they result from the same loss occurrence.

2.4. Baggage and baggage delays

Loss and theft of baggage

The Company shall, upon sight of supporting documentation, reimburse up to a maximum of €500 (five hundred euros) for the permanent loss of the Insured's baggage during travel by air. Checked-in baggage which is lost and not found within 48 hours of the flight arriving shall be deemed to have been lost.

Baggage means personal effects, other than financial securities, belonging to the Insured or for which the Insured is responsible; carried, sent ahead or acquired during a business trip abroad. An excess of €125 (one hundred twenty-five euros) shall apply per loss and per person.

Baggage delays

The Company shall, upon sight of supporting documentation, reimburse up to a maximum of €500 (five hundred euros) for emergency purchases and requirements (strictly necessary clothing and toiletries), if properly checked-in baggage arrives more than 8 hours after the arrival of the Insured at the destination of his flight. This cover does not apply upon returning to the country of residence. If the said baggage proves to be permanently lost, the indemnity paid shall be deducted from the payment made for lost baggage.

Flight delays

If the Insured arrives at his destination more than four hours late, as a result of a confirmed and reserved flight having been cancelled or delayed as a result of a strike, breakdown or atmospheric conditions, the Company shall, upon sight of supporting documentation, reimburse the cost of meals, refreshments, transport to/from the airport or terminal and hotel costs. These costs shall be reimbursed up to a maximum of €250 (two hundred fifty euros). This cover does not apply upon returning to the Insured's country of residence.

Exclusions

The Company shall not pay:

- 1) more than the limit per item of baggage for a pair or series of items;
- 2) for the devaluation of a currency or shortages due to errors or omissions at the time of a currency transaction;
- 3) for damage or loss not declared to the police or transport company;
- 4) for damage resulting from confiscation, seizure or detention by customs or any other authority;
- 5) excesses; unless the same event gives rise to payment under both the Baggage and Baggage Delays sections: in which case only one excess will apply. The term "event" also means a series of events resulting from or due to the same initial cause;
- 6) for damage to or the loss of any baggage which is covered under any other insurance or for which the carrier is liable: in these cases the Company shall only pay in excess of the indemnity payable by the carrier or other insurance, subject to not exceeding the initial amount specified in the General Terms and Conditions.

WHAT TO DO IN THE EVENT OF A LOSS OCCURRENCE

In the event of a loss occurrence: the Insured shall, as soon as he is aware of the Established Theft of or Accidental Damage to Insured Property,

- in the case of an Established Theft: file a report with the relevant authorities within 48 hours;
- in all other cases: declare the Loss occurrence as soon as possible to:

SPB (BGL Assurance Voyages)

by e-mail to: bglassurance@spb.lu

or

by post to SPB BGL BNP Paribas BP 10002 Boulevard d'Avroy, 57 B 4000, Liège, Belgium

or

by telephoning SPB (BGL Assurance Voyages) at the following numbers:

- within Luxembourg: **8002 3066 (**)**

- from outside Luxembourg: **+ 352 8002 3066 (**)**

The telephone line is open from Monday through Friday, from 9.00am to 6.00pm (*) with service provided in three languages (English, French and German).

(*) Except for legal holidays, and subject to any Belgian legal or regulatory prohibitions.

(**) The telephone call is free within the Grand Duchy of Luxembourg.

Proof of loss

In all cases, the Insured should transmit to the Insurer:

- any documentation proving payment of the Insured Good via the Insured's Card (receipt for payment, account statement);
- any documentation identifying the good purchased as well as its purchase price and the purchase date, such as an invoice or cash register receipt;

In the case of Aggravated Theft, the Insured must also transmit to the Insurer the following documents:

- the original police report;
- any item proving the event, such as:
 - in the case of Robbery by Assault: any proof such as a medical certificate or written statement by a witness, dated and signed by hand by the witness, noting his family name, given name, date and place of birth, address and occupation;
 - in the case of Burglary: any document proving the burglary, such as the locksmith's estimate or invoice for repairing the closing mechanism or a copy of the statement made by the Insured to his multiline household or automobile insurer.

In the event of Accidental Damage, the Insured must also transmit to the Insurer:

- the original estimate or invoice for repair, or
- a statement by the vendor stipulating the nature of the damage and certifying that the good is not repairable.

The Insurer reserves the right to request any other document or information that is necessary for validation of the Loss occurrence and assessment of the indemnity.

Article 3 – Recoveries against other parties responsible

The Company assigns to the Insureds and Beneficiaries all rights of recourse against third parties who were the perpetrators or were responsible for the loss under civil law. The Company reserves the right, however, to take action to recover the treatment costs incurred by it pursuant to the cover under article 2.1. above.

Article 4 – Cessation of cover

For each Insured, the cover ceases automatically as follows:

The cover ceases upon the cancellation date of the Insured Card. This agreement may also be cancelled each year by the Policyholder or the Insurer. In the event of cancellation of this group agreement, the Policyholder shall inform the Insured three months in advance and the Insurer shall undertake to cover the Insured until the end of the period covered by the last premium paid by the Policyholder, without it being possible to renew on an individual basis.

Article 5 – Limit of liability

If several Insureds are affected by the same event, the total amount of indemnity which the Company will pay shall not under any circumstances exceed the stated total of the various covers.

If the total of the sums insured individually in respect of each of the Insureds who have suffered a loss exceeds this amount, the indemnity of each Insured shall be reduced proportionally and settled as per the amount insured for each of the victims.

Section III – Loss occurrences

Article 6 – Duty of the Insured in the event of a loss occurrence

The Insured or the Beneficiary shall, subject otherwise to forfeiting the right to indemnity and except in exceptional circumstances or cases of force majeure, notify the Company of each Loss occurrence either in writing or verbally with a receipt for his statement, as soon as the Loss occurrence becomes known.

This declaration must be made within 30 (thirty) working days of the date on which the Loss occurrence became known.

Article 7 – Contents of declaration form to be sent to the Insured by the Insurer in the event of a Loss occurrence

The declaration shall include:

- A written declaration setting out the circumstances of the loss occurrence, the names of the witnesses and the identity of the reporting authority if an initial report is made;
- The initial medical certificate describing the injuries;
- The documents establishing the capacity of the Beneficiary in the event of the death of the Insured, together with the name and address of the notary responsible for handling the estate.

An Insured or Beneficiary who intentionally provides false information; makes false declarations as to the date, nature, causes, circumstances and consequences of the loss; or uses false or altered documents with the aim of deceiving the Company, shall lose all right to cover in respect of the loss in question.

All reasonable measures must be taken without delay in order to limit the consequences of the loss and to hasten the recovery of the Insured, who must undergo such medical treatment as his condition requires.

Such agents or doctors as the Company appoints shall, unless opposed with good reason, have free access to the Insured in order to determine his condition and, where applicable, carry out a post mortem examination. The Insured agrees to the medical information regarding his health being forwarded to the Company's medical expert.

Any unjustified refusal to undergo the said examination, after notice has been given by registered letter with acknowledgement of receipt, shall result in the Insured forfeiting his rights.

In the event of delay attributable to the Insured in declaring the loss occurrence or forwarding information, and if the Company establishes that it has been prejudiced by this delay, the Insured shall bear the consequences of the said delay himself to the extent of the prejudice suffered by the Company.

Article 8 - Expert opinion in the event of disagreement

If there is a dispute of a medical nature, each party shall appoint its own doctor.

If these doctors are unable to reach agreement, they shall be joined by a third doctor in order to reach a final decision.

If one of the parties fails to appoint its doctor or if the doctors representing the parties are unable to agree on the choice of the third doctor, the latter shall be appointed by the President of the Court of First Instance in the location where the loss occurred.

Each party shall remain responsible for the fees and expenses of the doctor whom it has appointed; those of the third doctor shall be shared equally between them.

Where the consequences of the loss are increased as a result of the refusal or failure of the Insured to undergo the medical care necessitated by his condition, the indemnity shall be assessed based on the consequences which the same loss would have had in the case of someone who had followed appropriate medical treatment.

Claims and mediation

For any difficulty relating to the conditions for applying the insurance contract, the Insured may write to ACE Europe, Avenue des Nerviens 9-31 bte 7, 1040 Brussels, Belgium.

Applicable language

The General Terms and Conditions are issued in French. Any translation thereof is for information only and in the event of dispute, the conditions in French shall prevail.

Applicable law – jurisdiction

The Group Insurance Contract No. BEBOTA00471 is governed by Luxembourg law.

Unless expressly stipulated otherwise, relations between the parties to the contract are subject to Luxembourg law. The courts of the Grand Duchy of Luxembourg shall have sole jurisdiction in any dispute between the parties. However, the parties may bring a case before any other jurisdiction that, in the absence of a choice of the above jurisdiction, would normally rule with regard to the beneficiary of the insurance policy.

For Group Insurance Contract No. BEBOTA00471, the French language shall apply.

INSURER

ACE European Group Limited
Avenue des Nerviens 9-31, 1040 Brussels
Company number: 867.068.548

Registered office: 100 Leadenhall Street, London EC3A 3BP, UK. Company Number: 1112892.

Company approved to carry out the following insurance operations:

01a, 02, 03, 04, 05, 06, 07, 08, 09, 10a, 10b, 11, 12, 13, 14, 15, 16, 17, 18. M.B. 13-09-2004. CBFA code 2312 AVLUXBGLBNPP02/2010