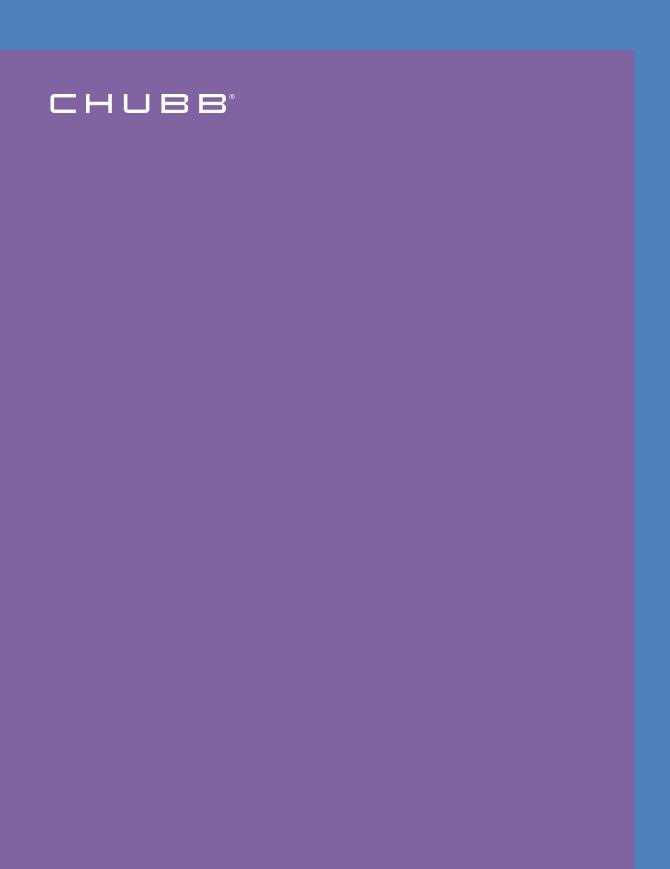
# Travel Insurance

General Policy Terms and Conditions



## Advice to Travellers

## **Important Phone Numbers**

Please make a note of the following phone numbers or add them to **Your** mobile; **You** may need them in an emergency or if **You** need to make a **Claim**.

### **Chubb Assistance**

For overseas medical emergencies please contact **Chubb Assistance** on:

Telephone: +32 2 400 62 21 (24 hours a day, 365 days a year)

#### **Chubb Claims**

Telephone: +32 2 400 34 55 (Monday - Friday, from 9.00 to 16.30)

Email: travelinsurance.be@crawford.com

#### **Chubb Customer Service**

Telephone: +32 2 400 34 55 (Monday - Friday, from 9.00 to 16.30)

Email: info.benelux@chubb.com

## Reminders for your insurance

- Take copies of Your policy documents on Your Trip with You;
- Report any Loss of theft to the hotel or local police within 24 hours and get a report from them;
- Keep **Valuables** safe (for example in a safety deposit box);
- Don't leave Valuables lying around or in view of other people;
- Leave yourself enough time to get to the airport, park, and get through security. Remember to allow time for delays in traffic or travel
- Contact **Us** if **You** have a change in health that may lead to **You** having to cancel or alter **Your Trip**
- Contact **Us** for advice before incurring costs that **You** would seek to subsequently **Claim** for under this Policy **+32 2 400 34 55 or** <a href="mailto:info.benelux@chubb.com">info.benelux@chubb.com</a>

## **Immunisations**

**You** may need extra immunisations when travelling **Abroad**. Check whether **You** do before travelling online or check with your doctor.

## Waiver

If You have a valid Claim for medical expenses under this Policy, which is reduced by You

- · taking advantage of a reciprocal health agreement with Belgium; or
- using **Your** private medical insurance at the point of treatment,

We will not deduct the excess

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662 and is supervised by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.

Chubb European Group SE, Belgium Branch, Chaussée de la Hulpe 166, 1170 Brussels, company number BE0867.068.548. In Belgium it falls under the conduct of business rules of the Financial Services and Markets Authority (FSMA). Code NBB/BNB 2312. Citibank (Euro-account) 570-1218055-84, IBAN: BE03570121805584, BIC: CITIBEBX.

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## Welcome

## Thank you for choosing Chubb Travel Insurance.

This is **Your** Policy Wording which, together with **Your** Certificate of Insurance and the information supplied when applying for this insurance, is the **Insurance Contract** between **You** and **Us**. Cover provided under this Policy is underwritten by Chubb European Group SE (**Chubb/We/Us**).

This Policy pays benefits, if shown as insured on your Certificate of Insurance, in accordance with this Policy Wording, in the event that **You:** 

- need to cancel **Your Trip** before it begins, or **You**:
- suffer illness or injury; or
- are delayed en route; or
- suffer Loss or damage to Your Personal Property or Money

whilst on a Trip.

This Policy does not cover for loss or damage of, or in case of:

- any pre-existing medical conditions; or
- manual work of any description; or
- any Trip where Winter Sports is the main reason for Your trip, unless you have purchased the Winter Sports extension.

You (as specified in the Certificate of Insurance) and Chubb agree that You shall pay the premium as agreed. The Certificate of Insurance and this Policy Wording provides the full terms and conditions of the insurance with Us. You acknowledge that We have offered the conclusion of the Insurance Contract and set the premium using the information which We have asked for and You have provided, and that any change to the responses provided by You may result in a change in the premium, and if You withheld any information We have asked for or if You provided us with misleading information, Our liability for consequences of the circumstances that have not been disclosed to us may be excluded.

**You** should check over the Policy Wording and Certificate of Insurance carefully to ensure they are correct and meet **Your** requirements, and notify **Us** immediately, if anything is incorrect, as this could affect the insurance cover in the event of a **Claim**. **You** should keep these documents in a safe place. **You** must tell **Us** directly if either **Your** insurance needs or any of the information **You** have given **Us** changes. A change in circumstances may affect the insurance cover, even if **You** do not think a change is significant. **We** will issue a new Certificate of Insurance each time a change is agreed.

BE-EN-PW0002

Table of Benefits (Your chosen Product is shown on Your Certificate of Insurance)

Secti	tion / Product	Travel Insurance Including Cancellation	Travel Insurance Excluding Cancellation	Cancellatio n Only	Excess
ı. Ca	Cancellation				
A	A. Cancellation costs	Flight Cost <sup>2</sup>	No Cover	Flight Cost <sup>2</sup>	✓
F	B. Accommodation and transport costs paid before departure	Up to €500		Up to €500	1
2. N	Medical Expenses & Repatriation				
A	A. i and ii: Medical Expenses & Emergency Repatriation	Maximum of €250,000	Maximum of €250,000	No Cover	1
	iii: Travel Expenses	€60 per day, max 10 days / €600	€60 per day, max 10 days / €600	No Cover	1
F	B. Accompanying Traveller Expenses	Return ticket, €60 per day, max 10 days / €600	Return ticket, €60 per day, max 10 days / €600	No Cover	✓
(	C. Cremation Burial or Transportation of Mortal Remains Charges	Up to €5,000	Up to €5,000	No Cover	1
Ι	D. Emergency Dental Treatment	Up to €250	Up to €250	No Cover	✓
. І	Hospitalisation	€15 for each full 24 hours up to a Max of €750	€15 for each full 24 hours up to a Max of €750	No Cover	X
. 1	Travel Delay/Abandonment				
A	A. Delay: Each complete 12 hour period	€75 after 12 hours, max €300	€75 after 12 hours, max €300	No Cover	X
I	B. Abandonment	Up to €500	Up to €500	No Cover	✓
. 1	Missed Departure	Up to €200	Up to €200	No Cover	1
. (	Curtailment	Up to €500	Up to €500	Up to €500	1
. I	Personal Effects and Baggage				
	A. Loss, damage or theft	Up to €1.500	Up to €1.500	No Cover	✓
	Single item limit	Up to €250	Up to €250	No Cover	1
	Valuables in total	Up to €250	Up to €250	No Cover	✓
	Sports equipment in total	Up to €250	Up to €250	No Cover	1
	B. Delayed Baggage	up to <b>€200</b> after 12 hours delay	up to <b>€200</b> after 12 hours delay	No Cover	X
	Loss of Passport / Identity Card / Driving Licence temporary replacement costs	Up to €250	Up to €250	No Cover	X
	Personal Money	Up to €300	Up to €300	No Cover	/
ο I	Personal Accident				

BE-EN-PW0002

A. In case of death	€10,000	€10,000	No Cover	X
B. In case of permanent disability	€10,000	€10,000	No Cover	×
11. Personal Liability	Up to €1,000,000	Up to €1,000,000	No Cover	✓
12. Legal Expenses Outside of Belgium	Up to €10,000	Up to €10,000	No Cover	X

 $<sup>^1</sup>$  A  ${\mathfrak C}$ 50 **Excess** applies to each benefit section per person as highlighted in the table above.

However, under Section 1. Cancellation, the **Excess** is 10% of the applicable **Claim** amount, subject to a minimum of €50.

The table above shows the maximum amounts that are covered under the Policy per Person Insured.

<sup>&</sup>lt;sup>2</sup> Flight Cost means the total cost of Your flight as shown on Your flight booking confirmation.

## **Important Information**

#### How to Claim

Guidance on how to make a **Claim** under this Policy is detailed on page 30 in this Policy Wording.

## How to Cancel

Guidance on how to cancel this Policy is detailed on page 35 in this Policy Wording.

### General Conditions and General Exclusions

There are certain Conditions and Exclusions which apply to all sections of this Policy, and these are detailed on pages 28 to 29 and 34 to 36 in this Policy Wording.

#### Persons Covered

#### All **Persons Insured** under the **Insurance Contract** must be:

- permanently resident in **Belgium** and be in **Belgium** at the time of concluding the **Insurance** Contract; and
- 2. 64 years of age or under at the time of concluding the **Insurance Contract**.

### **Policy Definitions**

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole.

## Children

**Children** will only be covered when they are travelling with an adult named under **Person(s) Insured** on the Certificate of Insurance.

## Trips covered

The Plan Type **You** have chosen, Travel Insurance including Cancellation, Travel Insurance excluding Cancellation or Cancellation Insurance, is shown on your Certificate of Insurance.

- Travel Insurance including Cancellation and Travel Insurance excluding Cancellation
   A Trip Abroad during the Period of Insurance that takes place entirely within the Area of Travel stated in the Certificate of Insurance, as long as You have booked a return flight to Your country of origin before you depart for Your Trip.
- 2. Cancellation Insurance

## A. Round Trip

A **Trip Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance.

## B. One way Trip

A **Trip Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance but has no scheduled return date.

## Trips Not Covered

## We will not cover any Trip

- which involves manual work of any description;
- where Winter Sports are part of Your trip unless you have purchased the Winter Sports extension;

- which involves **You** travelling on a **Cruise**;
- which involves You travelling specifically to obtain medical, dental or cosmetic treatment;
- when You have been advised not to travel by Your Doctor or You have received a terminal prognosis;
- where, on the date it is booked (or commencement of the Period of Insurance if later), You or Your
  Travelling Companion are aware of any reason why it might be cancelled or Curtailed, or any other
  circumstance that could reasonably be expected to result in a Claim under the Insurance Contract;
- involving travel to areas where at the time of departure the Federal Public Service Foreign Affairs has categorized Your destination as red or orange zones. If You are not sure whether there is a travel warning for Your destination, please check their website:

  https://diplomatie.belgium.be/en/services/travelling\_abroad/travel\_advice\_by\_country.

## The Cover We Provide

The maximum amount **We** will pay under each Section that applies is detailed in the Table of Benefits on page 7 & 8 in this Policy Wording.

## When You Are Covered

- Cancellation cover under Section 1 begins when a **Trip** is booked, or from the commencement date and time stated in the Certificate of Insurance, whichever is later. It ends when **You** leave to start **Your Trip**.
- Insurance cover under all other Sections operates for a Trip that takes place during the Period of Insurance.

## When Cover Will End Automatically

The Plan Type **You** have chosen, Travel Insurance including Cancellation, Travel Insurance excluding Cancellation or Cancellation Insurance, is shown on your Certificate of Insurance.

- Travel Insurance including Cancellation and Travel Insurance excluding Cancellation All cover will end when the **Period of Insurance** ends.
- Cancellation Insurance
  - A. Round Trip

All cover will end when the **Period of Insurance** ends.

B. One Way Trip

All cover will end 24 hours after You start Your Trip.

## Automatic Extension of the Period of Insurance

If **You** cannot return home from a **Trip** before **Your** cover ends, **Your** insurance coverage will automatically be extended at no extra charge for:

- up to 14 days if any Public Transport in which You are booked to travel as a ticket-holding passenger
  is unexpectedly delayed, cancelled or Curtailed because of Adverse Weather, industrial action, or
  mechanical breakdown; or
- up to 30 days (or any longer period agreed by Us in writing before this automatic extension expires) if
   You cannot return home Due To:
  - ${\bf You}$  being injured or becoming ill or being quarantined during a  ${\bf Trip}$
  - **You** being required to stay on medical advice with another **Person Insured** named on **Your** Certificate of Insurance who is injured or becomes ill or is quarantined during a **Trip**.

## Leisure Activities and Sports

**You** are automatically covered when participating in leisure activities or sports on a recreational basis during **Your Trip**, subject to any provisions, limitations or exclusions noted by the relevant sport or activity and provided that:

- 1. You have not been advised by a **Doctor** against participating in such sport or activity;
- 2. You wear the recommended/ recognised safety equipment;

- 3. You follow safety procedures, rules and regulations as specified by the activity organisers/providers;
- 4. You are not racing or competing in or practising for speed or time trials of any kind; and
- 5. It is not the main reason for **Your Trip.**

### **Important Note**

If a leisure activity or sport is not listed then we will not provide cover under the Policy.

- Archery (provided supervised by a qualified person)
- Badminton
- Basketball
- Beach basketball
- Beach cricket
- Beach football
- Beach volleyball
- · Body boarding
- Bowling
- Canoeing, kayaking and rafting on inland waters only (excluding white water)
- Carriage or hay or sleigh rides
- Clay-pigeon shooting (provided supervised by a qualified person)
- Cricket
- Croquet
- Curling
- Cycling (except in competition, BMX and/or mountain biking)
- Deep sea fishing (excluding competitions)
- Dry skiing
- Fencing (provided supervised by a qualified person)
- Fishing, or angling (on inland waters only)
- Footbag (hacky sack)
- Football (Association)
- Go karting (provided **You** wear a crash helmet)
- Golf
- Handball
- Hiking or hill walking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Horse riding (provided no hunting, jumping or polo)
- Hot air ballooning (provided it is professionally organised, and You travel as a passenger only)
- Ice skating (excluding ice hockey and speed skating)
- In line skating
- Javelin
- · Jet skiing
- Korfball
- Land sailing
- Laser games
- Long jump
- Motorcycling up to 125cc provided You wear a crash helmet, and hold a full (and not provisional) motorcycle licence if You are in control of the motorcycle
- Netball
- Parascending (provided over water)
- Pony trekking
- Rambling (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Roller skating

- Roller blading
- Rowing (on inland waters only)
- Running (recreational)
- Safari (professionally organised)
- Sail boarding
- Sailing or yachting (only on inland or coastal waters within a 12-mile limit from land)
- Scuba diving (to a depth not exceeding 18m and provided that You are either accompanied by a
  qualified instruction, or You are qualified and not diving alone)
- Snorkelling
- Soccer
- Squash
- Softball
- Streetball
- Surfing
- Swimming
- Table tennis
- Tennis
- Trampolining
- Trekking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Triple jump
- Tug of war
- Volleyball
- Water polo
- Water skiing
- Wind surfing

Please refer to the relevant exclusions under each Section of **Your** Policy and to the General Exclusions, which continue to apply. Please specifically note the exclusion under Section 11 - Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms or buildings.

## Chubb Assistance

**Chubb Assistance** can provide a range of assistance and medical related services when **You** are on a **Trip Abroad**. Please make sure **You** have details of this Policy, including the Policy Number and **Period of Insurance** when **You** call.

To contact Chubb Assistance please call: +32 2 400 62 21.

## Medical Emergency and Referral Services

If **You** are injured or become ill **Abroad You** must contact **Chubb Assistance** immediately if **You** need hospital in-patient treatment, specialist treatment, medical tests, scans or to be brought back to Belgium.

If **You** cannot do this yourself, **You** must arrange for a personal representative (for example, a spouse or parent) to do this for **You**. If this is not possible because **Your** condition is serious, **You** or **Your** personal representative must contact **Chubb Assistance** as soon as possible.

If Chubb Assistance are not contacted, We may reject Your Claim or reduce its payment.

In all other circumstances **You** are entitled to use the services of **Chubb Assistance** detailed in this section, as appropriate.

#### Chubb Assistance - Medical Emergency and Referral Services can help with:

- A. Payment of bills if **You** are admitted to hospital **Abroad**, the hospital or attending **Doctor**(s) will be contacted and payment of their fees up to the Policy limits may be guaranteed so that **You** do not have to make the payment from **Your** own funds.
- B. Being brought back to Belgium if the **Doctor** appointed by **Chubb Assistance** believes treatment in Belgium is preferable, transfer may be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the **Trip**.
- C. Provision of medical advice
  - if You require emergency consultation or treatment Abroad, Chubb Assistance will provide
    the names and addresses of local Doctors, hospitals, clinics and dentists, and its panel of
    Doctors will provide telephone medical advice.
  - ii. if necessary Chubb Assistance will make arrangements for a Doctor to call, or for You to be admitted to hospital.
- D. Unsupervised Children if a Child is left unsupervised on a Trip Abroad because You are hospitalised or incapacitated, Chubb Assistance may organise their return home, including a suitable escort when necessary.

Please note that whilst **You** will not be charged for advice or assistance, **You** will be responsible for paying fees and charges for services provided to **You** if they are not covered as part of a valid **Claim** under this Policy.

## Personal Assistance Services

- The services under this Section are provided by Chubb Assistance and are only available during a Trip Abroad.
- These are non-insured facilitation services making use of Chubb Assistance's wide experience and
  contacts. Any costs incurred, for example for message relay, must be reimbursed to Chubb Assistance
  unless they form part of a successful Claim under an appropriate Section of this Policy.

## Chubb Assistance – Personal Assistance Services can help with:

## A. Transfer of emergency funds

Transfer of emergency funds up to €250 per **Trip** if access to normal financial/ banking arrangements are not available locally. In order to reimburse **Chubb Assistance You** must authorise **Chubb** 

**Assistance** to debit **Your** credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **Chubb Assistance's** account in Belgium. If the emergency transfer is needed **Due To** theft or **Loss** of personal money, a **Claim** may be made under the Policy.

## B. Message relay

Transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Trip** travel schedule.

## C. Replacement travel documents

Assistance with the replacement of **Lost** or stolen tickets and travel documents, and referral to suitable travel offices. **Chubb Assistance** will not pay for any item.

## D. Emergency translation facility

A translation service if the local provider of an assistance service does not speak English.

## E. Legal help

Referral to a local English speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal expenses or bail, against a guarantee of repayment

## SECTION 1-12 ONLY APPLIY IF SHOWN AS INSURED ON YOUR CERTIFICATE OF INSURANCE

## Section 1 - Cancellation

## What is covered

**We** will refund **Your** proportion of unused travel and/or accommodation costs up to the amount stated in the Table of Benefits (including excursions pre-booked and paid for before starting **Your Trip**), which **You** have paid or are contracted to pay and which cannot be recovered from any other source if it becomes necessary to cancel a **Trip Due To**:

### 1. You or Your Travelling Companion(s)

- A. dying; or
- B. suffering serious injury; or
- C. suffering sudden or serious illness; or
- D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
- E. being compulsorily quarantined on the orders of a treating **Doctor**;

provided that such cancellation is confirmed as medically necessary by the treating **Doctor**.

- 2. Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague or someone You have arranged to stay with on Your Trip:
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a Doctor who specialises in obstetrics); or
  - E. being compulsorily quarantined on the orders of a treating **Doctor**;

provided that such reasons for cancellation are confirmed by a **Doctor**.

- 3. the police requiring **You** or **Your Travelling Companion's** presence following a burglary or attempted burglary at **Your** or **Your Travelling Companion's** home.
- 4. serious fire storm or flood damage to **Your** or **Your Travelling Companion's** home, provided that such damage occurs within the 7 days immediately prior to commencement of **Your Trip**.
- the compulsory jury service or subpoena of You or Your Travelling Companion
- 6. You or Your Travelling Companion being made redundant and having registered as unemployed.

## What is not covered

#### Any Claim Due To

- A. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to cancel **Your Trip**;
- B. any pre-existing medical condition affecting any person upon whom Your Trip depends for which they are being prescribed regular medication by a Doctor at the date Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in You having to cancel Your Trip;

- C. any heart-related condition or any type of cancer affecting any person upon whom Your Trip depends diagnosed at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in You having to cancel Your Trip;
- D. jury service or subpoena if **You** or **Your Travelling Companion** are called as an expert witness or where **Your** or their occupation would normally require a Court attendance;
- E. redundancy where **You** or **Your** Travelling Companion:
  - i. were unemployed or knew that **You** or they may become unemployed, at the time the **Trip** was booked;
  - are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
  - iii. are self-employed or a contract worker;
- F. any adverse financial situation causing **You** to cancel **Your Trip**, other than reasons stated within the section 'What is covered'.
- G. **You** or **Your Travelling Companion(s)** deciding that **You** do not want to travel, unless that reason for not traveling is stated within the section 'What is covered'.
- H. The failure to obtain the necessary passport, visa or permit for **Your Trip**.
- 2. Any loss, charge or expense **Due To**:
  - a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
  - B. prohibitive regulations by the government of any country
- 3. Any **charge or expense paid for with**, or settled using any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees associated in relation to timeshares or similar arrangements.
- 4. Any loss, charge or expense if **Your** Trip was cancelled by the tour operator, travel agent, or transport or accommodation provider or due to prohibitive regulations by the government of any country;
- 5. Any **Claim** directly or indirectly caused by, arising or resulting from, or in connection with any loss, charge or expense as a result of any regulations or orders given by the government or relevant authority of any country or group of countries, including but not limited to border closures (comprising of land, sea, airspace or designated border control points, of a country) or restrictions on travel;
- 6. Any loss, charge or expense if at the time you booked and/or commenced Your Trip, the Federal Public Service Foreign Affairs has categorized Your destination as red or orange zone. If **You** are not sure whether there is a travel warning for **Your** destination, please check their website: https://diplomatie.belgium.be/en/services/travelling\_abroad/travel\_advice\_by\_country.
- 7. The Excess.

## Section 2 – Medical Expenses & Repatriation

## What is covered

## If during a **Trip Abroad You**:

- 1. are injured; or
- 2. become ill (including complications in pregnancy as diagnosed by a **Doctor** or specialist in obstetrics, provided that if **You** are travelling between 28 and 35weeks pregnant **You** obtained written confirmation from a **Doctor** of **Your** fitness to travel no earlier than 5 days prior to the commencement of **Your Trip Abroad**);

We will pay up to the amount stated in the Table of Benefits for:

A. i) Medical Expenses

All reasonable costs that it is medically necessary to incur outside of Belgium for hospital, ambulance

surgical or other diagnostic or remedial treatment, given or prescribed by a **Doctor**, and including charges for staying in a hospital;

#### ii) Emergency Repatriation Expenses

All reasonable costs that it is medically necessary for **Chubb Assistance** to incur to return **You** to **Your** home in **Belgium**; or to move **You** to the most suitable hospital in **Belgium**; if it is medically necessary to do so.

#### iii) Travel Expenses

All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **Chubb Assistance**, if it is medically necessary for **You** to stay **Abroad** after **Your** scheduled date of return to **Belgium**, including travel costs back to **Belgium** if **You** cannot use **Your** original return ticket.

### B. Accompanying Traveller Expenses

All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **Chubb Assistance**, by any one other person if required on medical advice to accompany **You** or to escort a **Child** home to **Belgium**.

- C. Cremation Burial or Transportation Charges if You die Abroad
  - i. cremation or burial charges in the country in which You die; or
  - ii. transportation charges for returning Your body or ashes back to Belgium.

#### D. Emergency Dental Treatment

All medically necessary and reasonable cost to provide emergency dental treatment for the relief of pain only, outside of **Belgium**.

## **Special Conditions**

 If You are injured or become ill Abroad You must follow the procedure detailed under 'Making a Claim' of this Policy.

## 2. Chubb Assistance may:

- A. move **You** from one hospital to another; and/or
- B. return **You** to **Your** home in **Belgium**; or move **You** to the most suitable hospital in **Belgium**;

at any time, if **Chubb Assistance** believes that it is necessary and safe to do so.

- 3. Additional travel and hotel expenses must be authorised in advance by **Chubb Assistance**.
- 4. All original receipts must be kept and provided to support a **Claim**.

## What is not covered

#### 1. Any Claim Due To

- A. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to cancel **Your Trip**;
- B. any pre-existing medical condition affecting any person upon whom Your Trip depends for which they are being prescribed regular medication by a Doctor at the date Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in You having to cancel Your Trip;
- C. any heart-related condition or any type of cancer affecting any person upon whom Your Trip depends diagnosed at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in You having to cancel Your Trip;
- 2. Any treatment or surgery or exploratory tests:
  - A. not confirmed as medically necessary; or

- B. not directly related to the injury or illness that **You** were admitted to hospital for.
- 3. Surgery, medical or preventative treatment which can be delayed in the opinion of the **Doctor** treating **You** until **You** return to **Belgium**.
- 4. Any costs incurred following **Your** decision not to move hospital or return to **Belgium** after the date when, in the opinion of **Chubb Assistance**, **You** should do so.
- 5. Cosmetic surgery.
- 6. Treatment or services provided by any convalescent or nursing home, rehabilitation centre or health spa.
- 7. Any medical treatment that **You** travelled **Abroad** to obtain.
- 8. Medication You are taking before, and which You will have to continue taking during, a Trip.
- 9. Any expenses incurred in **Belgium**.
- 10. Any additional travel and accommodation expenses incurred which have not been authorised in advance by Chubb Assistance.
- 11. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Trip**.
- 12. Any additional costs for single or private room accommodation.
- 13. Cremation or burial costs in Belgium.
- 14. The cost of medical or surgical treatment of any kind received by a **Person Insured** later than 52 weeks from the date of the **Accident** or commencement of the illness.
- 15. Any **Claim** when **You** have travelled against the advice of **Your Doctor**.
- 16. Any complication in pregnancy that was known by **You** at the time of travel.
- 17. if You have no primary valid medical healthcare insurance/provision in Belgium.

## Section 3 – Hospital Benefit

## What is covered

If **You** are admitted to a hospital as an in-patient during a **Trip Due To** injury or illness for which **You** have a valid **Claim** under Section 2 – Medical Expenses & Repatriation, **We** will pay the up to benefit amount stated in the Table of Benefits for each complete 24 hours that **You** remain a hospital in-patient, up to the maximum amount stated in the Table of Benefits.

## What is not covered

We will not pay for time You spend in an institution not recognised as a hospital in the country of treatment.

## Section 4 – Travel Delay / Abandonment

### What is covered

If **You** are delayed for at least 12 hours on **Your** outbound international **Trip** or the final part of **Your** international return **Trip** because the scheduled departure of **Public Transport** is affected by a strike; industrial action; **Adverse Weather**; mechanical breakdown or grounding of an aircraft **Due To** mechanical or structural defect, **We** will either:

A. pay the Travel Delay benefit stated in the Table of Benefits; or

B. if **You** abandon **Your Trip** after a delay of at least 24 hours of the scheduled outbound international departure, **We** will refund **Your** unused travel and accommodation costs up to the amount stated in the Table of Benefits that **You** have paid or are contracted to pay and which cannot be recovered from any other source.

## **Special Conditions**

- 1. You can only Claim under item A or item B above, not both.
- 2. You must:
  - A. check-in before the scheduled departure time shown on **Your** travel itinerary; and
  - B. comply with the travel agent, tour operator and transport providers contract terms; and
  - c. provide Us with written details from the Public Transport operator describing the length of, and reason for, the delay; and
  - D. allow reasonable time to arrive at **Your** departure point on time.

### What is not covered

- 1. Any Claim Due To:
  - A. **Public Transport** being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
  - B. a strike if it had started or been announced before **You** arranged this insurance;
  - C. any journey by **Public Transport** commencing and ending in country of departure.
- 2. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- 3. Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original **Trip**.
- 4. Any **Claim Due To Your** not allowing sufficient time for the journey.
- 5. Any Claim Due To:
  - A. You travelling against the advice of the appropriate national or local authority;
  - B. prohibitive regulations by the government of any country.
- 6. Any expenses that:
  - A. You can recover from any tour operator, airline, hotel or other service provider;
  - B. You would normally have to pay during Your Trip
- 7. Any Claim for Travel Abandonment caused by volcanic ash.
- 8. The Excess on this policy, if a Trip is abandoned.

## Section 5 - Missed Departure

### What is covered

**We** will pay up to the amount stated in the Table of Benefits for necessary and reasonable additional accommodation (room only) and travel expenses to enable **You** to reach:

- Your scheduled destination Abroad if, on Your outbound journey, You arrive too late at Your final
  point of international departure to board the airline on which You are booked to travel; or
- 2. Belgium, if on **Your** return journey, **You** arrive too late at **Your** final point of international departure to board the airline on which **You** are booked to travel.;

## **Due To:**

- the car/taxi You are travelling in breaking down or being involved in an accident; or
- 2. the **Public Transport You** are travelling in failing to arrive on schedule.

## **Special Conditions**

#### You must:

- A. provide evidence of all the extra costs You incurred
- B. allow reasonable time to arrive at **Your** departure point on time
- C. for car breakdown/accident provide **Us** with:
  - i. a written report from the vehicle breakdown service or garage that assisted **You** during the incident; or
  - reasonable evidence that the vehicle used for travel was roadworthy, properly maintained and broke down at the time of the incident
- for late arrival of **Public Transport** provide **Us** with reasonable evidence of the published time of arrival and the actual time of arrival.

## What is not covered

#### 1. Any Claim Due To:

- A. **Public Transport** being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
- B. a strike if it had started or been announced before **You** arranged this insurance or booked **Your Trip**, whichever is the later.
- 2. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- 3. Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original **Trip**.
- 4. Any Claim Due To You not allowing sufficient time for the journey.
- 5. Any Claim Due To:
  - $\textbf{A.} \quad \textbf{You} \ \text{travelling against the advice of the appropriate national or local authority};$
  - B. prohibitive regulations by the government of any country.
- 6. Any expenses that:
  - A. You can recover from any tour operator, airline, hotel or other service provider;
  - B. You would normally have to pay during Your Trip.
- The Excess

## Section 6 –Curtailment

## What is covered

## We will pay:

- A. unused accommodation costs (including excursions pre-booked and paid for before starting **Your Trip**, which **You** have paid or are contracted to pay and which cannot be recovered from any other source; and
- B. reasonable additional travel and accommodation (room only) costs necessarily incurred in **Your** returning to **Your** home in **Belgium**.

up to the amount shown in the Table of Benefits, if it becomes necessary to, Curtail a Trip Due To:

## 1. You, Your Travelling Companion(s)

- A. dying; or
- B. suffering serious injury; or
- C. suffering sudden or serious illness; or
- D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
- E. being compulsorily quarantined on the orders of a treating **Doctor**;
- 2. provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.
- 3. Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague or someone You have arranged to stay with on Your Trip:
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a Qualified Medical Practitioner who specialises in obstetrics); or
  - E. being compulsorily quarantined on the orders of a treating **Doctor** provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.
- 4. The police requiring **You** or **Your Travelling Companion's** presence following a burglary or attempted burglary at **Your** or **Your Travelling Companion's** home
- Serious fire, storm or flood damage to Your or Your Travelling Companion's home; provided that such damage occurs after Your Trip commences.

## What is not covered

### 1. Any Claim Due To

- A. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to cancel **Your Trip**;
- B. any pre-existing medical condition affecting any person upon whom Your Trip depends for which they are being prescribed regular medication by a Doctor at the date Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in You having to cancel Your Trip;
- C. any heart-related condition or any type of cancer affecting any person upon whom Your Trip depends diagnosed at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in You having to cancel Your Trip;
- D. any adverse financial situation causing **You** to **Curtail Your Trip**;
- E. You or Your Travelling Companion(s) deciding that You do not want to remain on the Trip.
- 2. Any loss, charge or expense **Due To**:
  - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to **Curtail** a booking;
  - B. prohibitive regulations by the government of any country
- 3. Any charge or expense paid for with, or settled using any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.

- 4. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Trip**.
- 5. Any **Claim** directly or indirectly caused by, arising or resulting from, or in connection with any loss, charge or expense as a result of any regulations or orders given by the government or relevant authority of any country or group of countries, including but not limited to border closures (comprising of land, sea, airspace or designated border control points, of a country) or restrictions on travel;
- 6. Any loss, charge or expense if **Your** Trip was cancelled by the tour operator, travel agent, or transport or accommodation provider or due to prohibitive regulations by the government of any country;
- 7. Any loss, charge or expense if at the time you booked and/or commenced Your Trip, the Federal Public Service Foreign Affairs has categorized Your destination as red or orange zone. If **You** are not sure whether there is a travel warning for **Your** destination, please check their website: https://diplomatie.belgium.be/en/services/travelling\_abroad/travel\_advice\_by\_country.
- 8. The Excess.

## Section 7 – Personal Effects & Baggage

### What is covered

- A. Loss, damage or theft
  - If **Personal Property** is **Lost**, damaged or stolen during **Your Trip**, **We** will pay **Repair and Replacement Costs** up to the amount stated in the Table of Benefits.
- B. Delayed Baggage

If **Personal Property** is **Lost** or misplaced for at least 12 hours on **Your** outbound journey by the airline or other carrier, **We** will pay up to the amount stated in the Table of Benefits to reimburse **You** up to the cost of essential items of clothing, medication, toiletries and **Mobility Aids** that **You** have to purchase.

## **Special Conditions**

- You must take reasonable care to keep **Your Personal Property** safe. If **Your Personal Property** is **Lost** or stolen **You** must take all reasonable steps to get it back.
- Valuables must be attended by You at all times when not contained in a locked safe or safety deposit box.
- 3. If **Your Personal Property** is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the written police report.
- 4. Loss, theft or damage to Personal Property in the custody of an airline or other carrier must be reported in writing to the airline or other carrier within 24 hours of discovery and We must be provided with a copy of the original written airline or carrier's Property Irregularity report;
- 5. Where **Personal Property** is temporarily **Lost** or misplaced by an airline or other carrier **We** must be provided with written confirmation from such airline or other carrier or the tour representative that the delay lasted for at least 12 hours after **You** arrived at **Your** destination.
- 6. If You have been paid for emergency purchases of essential items and You then also Claim for Loss, damage or theft of Personal Property resulting from the same item, cause or event, the amount paid to You for emergency purchases will be deducted from the final settlement payment. However, any deduction will not be any more than the amount paid for emergency purchases.

### What is not covered

- 1. More than the amount stated in the Table of Benefits for:
  - A. a single item, pair or set, or part of a pair or set;

- B. Valuables in total;
- C. sports equipment in total
- 2. Loss or theft of Valuables left Unattended unless contained in a locked safe or safety deposit box.
- 3. Loss or theft of any Personal Property (other than Valuables) left Unattended unless:
  - A. contained in
    - i. a decently locked room only accessible by access card or keys; or
    - ii. a locked safe or safety deposit box; or
    - iii. the locked glove box or boot of a vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view;

and there is evidence of forced entry to the room, safe, safety deposit box or car, or the car has been stolen;

- B. in the custody or control of an airline or other carrier.
- 4. **Loss**, theft or damage to:
  - A. antiques, musical instruments, pictures, household goods, contact or corneal lenses, dentures, or dental fittings, hearing aids, bonds, securities or documents of any kind;
  - B. sports equipment whilst being used, vehicles or their accessories (other than **Mobility Aids**), watercraft and ancillary equipment, glass china or similar fragile items and pedal cycles;
  - C. business equipment, business goods, samples, business **Money**, tools of trade or any other item used in connection with **Your** business, trade or occupation;
- 5. Depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical breakdown, or damage **Due To** atmospheric or climatic conditions.
- 6. Delay, detention, seizure or confiscation by customs or other officials.
- 7. The Excess (not applicable to delayed baggage Claims).

## Section 8 – Loss of Passport / Identity card / Driving Licence

## What is covered

If **Your** passport/Identity card and/or driving licence is **Lost**, destroyed or stolen while **You** are on a **Trip Abroad**, **We** will pay up to the amount stated in the Table of Benefits to cover the cost of:

- getting any temporary replacement documents needed to enable You to return to Belgium including
  any additional travel and accommodation (room only) costs incurred by You or on Your behalf during
  Your Trip to obtain such documents; and
- 2. the replacement passport or/Identity card or driving licence fee payable, provided that it remained valid for at least 2 years at the date it was **Lost**, destroyed or stolen.

## **Special Conditions**

- You must take reasonable care to keep Your passport/Identity card and/or driving licence safe. If Your passport/Identity card and/or driving licence is Lost or stolen You must take all reasonable steps to get it back.
- 2. **Your** passport/Identity card and/or driving licence must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
- 3. If **Your** passport/ Identity card and/or driving licence is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.

## What is not covered

- Loss or theft of any passport/Identity card or driving licence left Unattended unless contained in a locked safe or safety deposit box.
- 2. Delay, detention, seizure or confiscation by customs or other officials.

## Section 9 – Personal Money

## What is covered

**We** will pay up to the amount stated in the Table of Benefits if **Money** held by **You** for **Your** own personal use is **Lost** or stolen during a **Trip** whilst:

- 1. being carried by You; or
- 2. left in a locked safe or safety deposit box.

## **Special Conditions**

- You must take reasonable care to keep Your Money safe. If Your Money is Lost or stolen You
  must take all reasonable steps to get it back.
- 2. **Your Money** must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
- 3. If **Your Money** is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.

### What is not covered

- 1. More than the amount stated in the Table of Benefits for cash.
- 2. Loss or theft of Money left Unattended unless contained in a locked safe or safety deposit box.
- 3. Delay, detention, seizure or confiscation by customs or other officials.
- 4. Traveller's cheques:
  - unless the **Loss** or theft is reported immediately to the local branch or agent of the issuing company;
  - b. if the issuing company provides a replacement service.
- 5. Depreciation in value or shortage **Due To** any error or omission.
- The Excess.

## Section 10 - Personal Accident

## What is covered

If **You** suffer physical injury caused by an **Accident** during a **Trip** which, within 12 months, directly results in **Your**:

- 1. Death; or
- 2. Loss of Sight; or
- 3. Loss of Limb; or
- 4. Permanent Total Disablement.

**We** will pay the appropriate benefit stated in the Table of Benefits.

## **Special Conditions**

**We** will not pay more than one benefit for the same physical injury.

## What is not covered

Death, **Loss of Sight**, **Loss of Limb** or **Permanent Total Disablement Due To** disease or any physical defect, injury or illness which existed before the **Trip**.

## Section 11 – Personal Liability

#### What is covered

**We** will cover **You** up to the Limit of Liability stated in the Table of Benefits against all sums which **You** are legally liable to pay as damages in respect of:

- 1. accidental bodily injury (including death illness or disease) to any person;
- accidental loss of or damage to material property;

which occurs during the **Period of Insurance** arising out of the **Trip**.

The maximum that **We** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the Limit of Liability stated in the Table of Benefits. **We** will in addition pay **Costs and Expenses**.

#### Costs and Expenses shall mean:

- all costs and expenses recoverable by a claimant from You;
- 2. all costs and expenses incurred with **Our** written consent;
- 3. solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction;

in respect of any occurrence to which this Section applies – except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, **Costs and Expenses** described in 1., 2., and 3. above are deemed to be included in the Limit of Liability for this Section.

## **Special Conditions**

- 1. We may at Our sole discretion in respect of any occurrence or occurrences covered by this Section pay to You the Limit of Liability stated in the Table of Benefits applicable to such occurrence or occurrences (but deducting therefrom any sum(s) already paid) or any lesser sum for which the Claim(s) arising from such occurrence(s) can be settled and We shall thereafter be under no further liability in respect of such occurrence(s) except for the payment of Costs and Expenses incurred prior to the date of such payment and for which We may be responsible hereunder.
- 2. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether taken out by **You** or not covering the same liability **We** shall not be liable to indemnify **You** in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

## What is not covered

Cover for any liability:

- 1. in respect of bodily injury to any person who is:
  - under a contract of service with **You** when such injury arises out of and in the course of their employment by **You**;
  - b. a member of **Your** family.
- 2. assumed by **You** under a contract or agreement unless such liability would have attached in the absence of such contract or agreement;

- 3. in respect of loss of or damage to property:
  - a. belonging to **You**;
  - b. in **Your** care custody or control.
  - c. However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by **You** in the course of the **Trip**.
- 4. in respect of bodily injury loss or damage caused directly or indirectly in connection with:
  - a. the carrying on of any trade, business or profession;
  - b. the ownership, possession or use of:
    - i. horse-drawn or mechanically propelled vehicles;
    - ii. any aerospatial device or any airborne or waterborne craft or vessel (other than nonmechanically powered waterborne craft not exceeding 10 metres in length whilst used on inland waters) or the loading or unloading of such craft or vessel;
    - iii. firearms (other than sporting guns);
    - iv. arising from the occupation or ownership of any land or building other than any building temporarily occupied by **You** in the course of a **Trip**.
- 5. in respect of activities or volunteer work organised by or when the individual is assigned overseas by or under the auspices of a charitable voluntary not for profit social or similar organisation except where no other insurance or cover is available.
- 6. in respect of punitive or exemplary damages.
- 7. in respect of the **Excess**.

## Section 12 -Legal Expenses Outside of Belgium

## What is covered

If during a **Trip You** sustain bodily injury or illness which is caused by a third party **We** will pay up to the amount stated in the Table of Benefits to cover **Legal Expenses** arising out of **Any One Claim**.

## **Special Conditions**

- 1. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
- 2. We shall at all times have complete control over the legal proceedings. Outside the European Union, the selection, appointment and control of Legal Representatives shall rest with Us. Within the European Union, You do not have to accept the Legal Representatives chosen by Us. You have the right to select and appoint Legal Representatives after legal proceedings have commenced subject to Our agreement to the Legal Representatives' fee or charging rates. If there is a disagreement over this choice of Legal Representatives You can propose Legal Representatives by sending Us the proposed Legal Representatives' name and address. We may choose not to accept Your proposal but only on reasonable grounds. We may ask the ruling body for Legal Representatives to nominate alternative Legal Representatives. In the meantime, We may appoint Legal Representatives to protect Your interests.
- 3. You must co-operate fully with the Legal Representatives and ensure that We are fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party. We are entitled to obtain from the Legal Representatives any information, document or advice relating to a Claim or legal proceedings under this Insurance. On request You will give to the Legal Representatives any instructions necessary to ensure such access.
- 4. Our authorisation to incur Legal Expenses will be given if You can satisfy Us that:
  - A. there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings and the **Legal Expenses** will be proportionate to the value of the **Claim** or legal proceedings; and

- B. it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **Our** own advisers. If there is a dispute, **We** may request, at **Your** expense, an opinion of a barrister as to the merits of the **Claim** or legal proceedings. If the **Claim** is admitted, **Your** costs in obtaining this opinion will be covered by this Policy.
- 5. If there is any dispute, other than in respect of the admissibility of a **Claim** on which **Our** decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in **Our** favour, **Your** costs shall not be recoverable under the Insurance.
- 6. **We** may at **Our** discretion assume control at any time of any **Claim** or legal proceedings in **Your** name for damages and/or compensation from a third party.
- 7. **We** may at **Our** discretion offer to settle a counter-claim against **You** which **We** consider to be reasonable instead of continuing any **Claim** or legal proceedings for damages and/or compensation by a third party.
- 8. Where settlement has been made to **You** without legal costs being apportioned, **We** will determine how much of that settlement should be apportioned to legal costs and expenses and paid to **Us**.
- If a conflict of interest arises, where We are also the insurers of the third party or proposed defendant to the Claim or legal proceedings, You have the right to select and appoint other Legal Representatives in accordance with the terms of this Insurance.
- 10. If at **Your** request **Legal Representatives** cease to continue acting for **You**, **We** shall be entitled to withdraw cover immediately or agree with **You** to appoint other **Legal Representatives** in accordance with the terms of this Insurance.

#### What is not covered

- Any Claim reported to Us more than 12 months after the beginning of the incident which led to the Claim.
- 2. Any **Claim** where it is **Our** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**.
- Legal Expenses incurred before receiving Our prior authorisation in writing.
- 4. Legal Expenses incurred in connection with any criminal or wilful act on Your part.
- 5. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against **You** unless as a counter-claim.
- 6. Fines, penalties compensation or damages imposed by a court or other authority.
- 7. **Legal Expenses** incurred for any **Claim** or legal proceedings brought against:
  - a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the Claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
  - B. Us or Our agents; or
  - C. Your employer.
- 8. Actions between **Persons Insured** or pursued in order to obtain satisfaction of a judgement or legally binding decision.
- Legal Expenses incurred in pursuing any Claim for compensation (either individually or as a member
  of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or
  medicine.
- 10. Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements.
- 11. **Legal Expenses** incurred where **You** have:

- A. failed to co-operate fully with and make sure that **We** are fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party; or
- B. settled or withdrawn a **Claim** in connection with any **Claim** or legal proceedings for damages and or compensation from a third party without **Our** agreement. In such circumstances **We** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid.
- 12. **Legal Expenses** incurred after **You** have not:
  - A. accepted an offer from a third party to settle a **Claim** or legal proceedings where the offer is considered reasonable by **Us**; or
  - B. accepted an offer from **Us** to settle a **Claim**.
- 13. Legal Expenses which We consider unreasonable or excessive or unreasonably incurred.

## Options Cover Extension - Winter sports extension

## WINTER SPORTS EXTENSION IS OPTIONAL AND ONLY APPLIES IF YOUR CERTIFICATE OF INSURANCE SHOWS THAT YOU HAVE BOUGHT THE APPLICABLE EXTENSION

## What is covered

**You** are covered under all Sections of this **Policy**, if shown as insured on your Certificate of Insurance, for **Trips** where **Winter Sports** is the main reason for **Your** trip.

## **General Exclusions**

Exclusions that apply to the whole Policy.

**We** will not pay any **Claims** which would result in **Us** being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, Belgium or United States of America.

Applicable to US Persons only: Policy cover for a **Trip** involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any **Claim** from a US Person relating to Cuba travel, **We** will require verification from the US Person of such OFAC licence to be submitted with the **Claim**. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.

**You** should contact **Us** on **+32 2 400 34 55** for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, Belgium or United States of America.

 ${f We}$  will not be liable to make any payment under this Policy where:

## Persons Covered

You do not meet the criteria detailed under Important Information on page 9 and 10 of this Policy.

### 2. Children travelling alone

**You** are a **Child** travelling or booked to travel without an adult **Person Insured** named in the Certificate of Insurance.

## 3. Trips not covered

Your Trip is described under "Trips Not Covered", on page 9 and 10 of this Policy.

#### 4. any Claim is Due To:

## A. Not taking medication or treatment

a **Person Insured** choosing not to take medication or other recommended treatment as prescribed or directed by a **Doctor**.

## B. Tropical disease where not vaccinated

a tropical disease where the **Person Insured** has not had the vaccinations or taken the medication recommended by the Belgium Department of Health or required by the authorities in the country being visited, unless they have written confirmation from a **Doctor** that they should not be vaccinated or take the medication, on medical grounds.

### C. Anxiety state or phobia

a **Person Insured** suffering from any travel-related anxiety state, or phobia.

## D. Excluded leisure activities or sports

You taking part in any of the following while on a Trip:

- i. any leisure activities or sports not specifically covered under "Leisure Activities & Sports"
- ii. any leisure activities or sports in a professional capacity or for financial reward or gain
- air travel unless You are travelling as a fare paying passenger on a flight which is provided by a licensed airline or air charter company

#### E. Currency

Currency exchange, including but not limited to any loss of value or currency conversion fees.

#### F. Illegal Acts

Any illegal act by You.

## G. Alcohol/drugs

#### i. Alcohol

**You** drinking too much alcohol, alcohol abuse or alcohol dependency. **We** do not expect **You** to avoid alcohol on **Trips**, but **We** will not cover any **Claims** arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected and **You** need to make a **Claim** as a result (for example any medical report or evidence showing excessive alcohol consumption which in the opinion of a **Doctor** has caused or contributed to the bodily injury).

### ii. Drugs

**You** taking any drugs in contravention of the laws applicable to the country **You** are travelling to, or having an addiction to or abusing any medications, or being under the influence of any non-prescribed medication which is classified as a legal high in the country **You** are travelling to.

## H. Suicide/self-injury

- Your suicide, attempted suicide or deliberate self-inflicted injury regardless of the state of Your mental health; or
- ii. **Your** needless self-exposure to danger or where **You** have acted in a manner contrary to visible warning signs except in an attempt to save human life.

## I. Radiation

- i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

#### J. Sonic waves

pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

#### K. War

War or any act of War whether War is declared or not.

#### L. Financial Failure

The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.

## Making a Claim

- 1. If **You** are injured or become ill **Abroad** and need:
  - A. hospital in patient treatment, specialist treatment, medical tests, scans or to be brought back to **Belgium**:

You must contact Chubb Assistance immediately on: +32 2 400 62 21.

If **You** cannot do this yourself, **You** must arrange for a personal representative (for example, a spouse or parent) to do this for **You**. If **Chubb Assistance** are not contacted, any expense incurred by **You** that would otherwise not have been incurred had **Chubb Assistance** been contacted will be deducted from **Your Claim** 

B. medical treatment other than under A. above - **You** must follow the procedure detailed under condition 2. below. **You** can make use of the services provided by **Chubb Assistance**, as appropriate (these are detailed on page 13 and 14 of this Policy).

## 2. All other Claims

**You** must notify **Us** immediately by telephone or email as soon as reasonably possible and within 30 days of becoming aware of anything likely to result in a **Claim**.

A personal representative can do this for You if You cannot.

We can be contacted at:

Email: travelinsurance.be@crawford.com

Tel: +32 2 400 34 55

## Reporting Lost, Stolen or Damaged Property

1. **Lost** or stolen **Personal Property**, **Money**, passport or driving licence.

You must make every reasonable effort to obtain a police report within 24 hours of discovery.

- If **Lost** or stolen from a hotel, **You** must make every reasonable effort to notify the hotel management; and
- If the **Money You** have **Lost** or had stolen includes travellers cheques, **You** must make every reasonable effort to notify the local branch or agent of the issuing company; and
- Provide **Us** with a copy of the original written reports.
- 2. **Personal Property Lost**, stolen or damaged whilst in the custody of an airline or other carrier.

You must notify the airline or other carrier in writing within 24 hours of discovery and provide Us with a copy of the original Property

## **Claim Conditions**

## Obligations in case of loss

As soon as the **Person Insured** has knowledge of an event which may result in an obligation to pay for the **Insurer**, he/she must:

- report it to the **Insurer** as soon as possible and submit all relevant information and documents without delay;
- make every endeavour to limit the damage;
- 3. notify the **Insurer** of any other policies which may offer full or partial cover for the damage;
- 4. in case of (attempted) theft or any other criminal act, file a police report as soon as possible and present written proof thereof to the **Insurer**;
- 5. in case of death of a **Person Insured**, the **Beneficiaries** must allow the **Insurer** to establish the cause of death and, if necessary, grant permission for an autopsy.

**Person Insured** and **Beneficiaries** cannot derive any rights from the policy where the obligations, or in particular the obligations set out in the special terms and conditions, have not been met and insofar as the **Insurer's** interests are harmed as a result thereof.

## Loss adjustment

- The loss will be determined by mutual agreement or by an expert appointed by the **Insurer**, unless it
  is agreed that two experts will determine the loss, in which case the **Policyholder** and the **Insurer**each appoint one expert.
- The statements provided and/or to be provided by the **Person Insured** (oral and written) will serve to determine the extent of damage and the right to compensation.
- 3. If it appears that the damage was not correctly assessed, either by incorrect data or by calculation error(s), the parties have the right to demand revision of the loss adjustment.

## **Damages**

- The Insurer's 'obligation to pay damages shall be for a maximum of the amounts stated in the table
  of benefits.
- In case of damage the **Policyholder** shall hand over the insured luggage to the **Insurer** only at the request of the **Insurer**.

## Other Insurance

If, at the time of an incident which results in a **Claim** under this Policy, there is any other insurance covering the same **Loss**, damage, expense or liability, **We** are entitled to approach that insurer for a contribution towards the **Claim**, and will only pay **Our** proportionate share. This condition does not apply to Section 3 – Hospital Benefit or Section 10 - Personal Accident of this Policy.

## Chubb Assistance

If a right of compensation exists under this insurance policy, it will be paid within 30 days of receipt of all data required by the **Insurer**.

#### 1. Chubb Assistance

- In all cases requiring assistance following a covered event, the **Person Insured** shall immediately contact **Chubb Assistance**. Phone numbers are stated on the Certificate of Insurance.
- 2. Costs incurred without consultation and approval of **Chubb Assistance** shall never be refunded, with the exception of **Damage Prevention Costs**.
- 3. **Chubb Assistance** is free to choose the parties it will deploy for the assistance.
- 4. **Chubb Assistance** has the right to request the necessary financial guarantees to the extent that the costs associated with its services are not covered by this insurance.

If these guarantees are not obtained:

- **Chubb Assistance** will no longer be obliged to provide the services required;
- any entitlement to a compensation which may exist in this context under a different heading.
- 5. **Chubb Assistance** accepts, except in case of its own omissions and errors, no liability for damage resulting from errors or omissions of third parties, without prejudice to the liability of any such third parties.

## Loss report

When something happens which is covered by the insurance, the **Person Insured** and/or **Beneficiary** must report this event to the **Insurer** as soon as reasonably possible. A reasonable term is:

- 1. If the **Person Insured** dies: within 24 hours (by phone or email)
- 2. If the **Person Insured** is admitted to the hospital for more than 24 hours: within 7 days of admission (in writing).
- 3. In all other cases: within 28 days of the end of the validity of the policy (in writing).

## Expiry date

Any legal **Claims** against the **Insurer** expire 3 years after the day when the beneficiary became aware of the claimability of the compensation.

## Recovering Our Claims Payments from Others

**We** are entitled to take over and carry out in **Your** name the defence or settlement of any legal action. **We** may also take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name, to recover any payment **We** have made under this Policy to anyone else.

## Supplying Details & Documents

**You** must supply at **Your** own expense any information, evidence and receipts **We** require including medical certificates signed by a **Doctor**, police reports and other reports.

### Your Duty to Avoid or Minimise a Claim

**You** and each **Person Insured** must take ordinary and reasonable care to safeguard against **Loss**, damage, **Accident**, injury or illness as though **You** were not insured. If **We** believe **You** have not taken reasonable care of property, the **Claim** may not be paid. The items insured under this Policy must be maintained in good condition.

## **Protecting Property**

**You** must take all reasonable steps to protect any item or property from further **Loss** or damage and to recover any **Lost** or stolen article.

### Sending Us Legal Documents

**You** must send **Us** any original writ, summons, legal process or other correspondence received in connection with a **Claim** immediately when it is received and without answering it.

## Sanctions clause

The **Insurer** cannot be held to provide coverage or pay **Claim** s as a result of this insurance, when this would violate the sanctions laws and legislations, which would prohibit the **Insurer** from providing coverage or paying **Claim**, as a result of this insurance.

In particular, the **Insurer** will not provide any compensation or any other benefit to or with respect to an insured with a permanent establishment or residence in Cuba and/or if the **Claim** relates to travel to, from, or in Cuba or to a journey which begins, ends or has a scheduled stopover in Cuba.

## Subrogation

**We** may take action in **Your** name to recover compensation or security for loss, damage or expenses covered by this insurance. **You** will not have to pay anything towards this action but **We** will be entitled to retain some or all of any amount recovered.

## Things You Must Not Do

You must not do the following without Our written agreement:

- 1. admit liability, or offer or promise to make any payment; or
- 2. sell or otherwise dispose of any item or property for which a **Claim** is being made

## **Recognising Our Rights**

You and each Person Insured must recognise Our right to:

- 1. choose either to pay the amount of a **Claim** (less any **Excess** and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, **Lost** or stolen;
- 2. inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;
- 3. take over and deal with the defence or settlement of any **Claim** in **Your** name and if a settlement is made without costs being awarded, determine what proportion of those costs should be paid for costs & expenses and paid to **Us**;
- 4. settle all **Claims** in Euros;
- 5. be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **We** pay to **You** or on **Your** behalf;
- 6. be supplied at **Your** expense with appropriate original medical certificates where required before paying a **Claim**;
- request and carry out a medical examination and insist on a post-mortem examination, if the law allows Us to ask for one, at Our expense.

## **Paying Claims**

#### 1. Death

- A. If **You** are 18 years old or over, **We** will pay the **Claim** to **Your** estate and the receipt given to **Us** by **Your** personal representative (in most cases, the executor appointed under **Your** will) shall be a full discharge of all liability by **Us** in respect of the **Claim**.
- B. If You are aged under 18 years and covered under this Policy as the Partner of a Person Insured, We will pay any Claim for Accidental death to Your Partner. In all other circumstances We will pay any Claim for Accidental death to Your Parent or Legal Guardian. Your Partner's or Parent or Legal Guardian's receipt shall be a full discharge of all liability by Us in respect of the Claim.

## 2. All other Claims

- A. If **You** are 18 years or over, **We** will pay the **Claim** to **You** and **Your** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.
- B. If You are aged under 18 years and covered under this Policy as the Partner of a Person Insured, We will pay the Claim to Your Partner for Your benefit. In all other circumstances We will pay the appropriate benefit amount to Your Parent or Legal Guardian for Your benefit. Your Partner's or Parent or Legal Guardian's receipt shall

## **General Conditions**

Conditions that apply to the whole Policy.

### **Insurance Contract**

This Policy, the Certificate of Insurance and any information provided in **Your** application will be read together as one **Insurance Contract**.

#### Choice of Law

This insurance is governed by Belgian law. The Belgian courts have jurisdiction.

## **Compliance with Policy Requirements**

**You** (and where relevant **Your** representatives), shall comply with all applicable terms and conditions specified in this Policy.

## **Changing Your Policy**

The Insurance Premium is determined on the day of the conclusion of the **Insurance Contract** on the basis of the risk assessment that was made by **Us**; the Insurance Premium is dependent on:

- the insurance period;
- the individual risk assessment that is made by **Us** on the basis of the information received;
- number of Persons Insured.

If circumstances are disclosed which significantly change the likelihood of a **Claim**, each party to the **Insurance Contract** (i.e. both **You** and **Us**) may demand an appropriate change in the amount of the Insurance Premium from the time the circumstance occurred, though not earlier than from the beginning of the current insurance period. If such a demand is made by one party, another party may, within 14 days, terminate the **Insurance Contract** with immediate effect.

## **Cancelling Your Policy**

## 1. If **You** want to cancel **Your** Policy

14 day cancellation right

If, for any reason, **You** are not satisfied with this Policy, **You** may, within 14 days of receiving **Your** Policy and Certificate of Insurance contact **Us** and **We** will cancel it. If this happens the Policy will have provided no cover and **We** will refund any premiums **You** have paid, providing **You** have not already travelled and no **Claim(s)** have been reported or paid.

After 14 days **You** may cancel **Your** policy, but **We** will not pay **You** a refund of any premium **You** have paid.

Our contact details are:

 $Email: \underline{info.benelux@chubb.com}$ 

Tel: +32 2 400 34 55

## 2. If We want to cancel Your Policy

**We** can cancel this Policy by giving **You** 30 days written notice. **We** will only do this for a valid reason. Examples of valid cancellation reasons include attempted or actual fraud, or where **We** are ordered or instructed to cancel this Policy by a regulator, court, or other law enforcement agency. If **We** cancel the Policy **We** will refund any premium **You** paid for the cancelled period provided **You** have not made a **Claim** under the Policy during the current **Period of Insurance**.

## Other taxes or costs

We are required to notify You that other taxes or costs may exist which are not imposed or charged by Us.

## Misrepresentation and Non-Disclosure

You must take reasonable care to ensure that all of the information provided to Us in the application process, in the "Declaration", by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could mean that all or part of a Claim may not be paid. You acknowledge that We have offered the conclusion of the Insurance Contract and calculated the premium using the information which We have asked for and You have provided, and that any change to the responses provided may result in a change in the premium, and if You withheld any information We have asked for or if You provided us with misleading information, Our liability for consequences of the circumstances that have not been disclosed to Us may be excluded.

#### Fraud

In case of fraud we will report this to the police and report it to the relevant institutions for fraud and financial crime. This happens in case there is a criminal act, threatening, or fraud by you or another insured or beneficiary, against us or any parties associated with us under this insurance agreement. We will also cancel your insurance directly, suspend any claim or payment, recuperate any paid amounts and bill you for costs made by us for research.

## Interest

No sum payable by  $\mathbf{U}\mathbf{s}$  under this Policy shall carry interest unless payment has been unreasonably delayed by  $\mathbf{U}\mathbf{s}$  following receipt of all the required certificates, information and evidence necessary to support the  $\mathbf{Claim}$ . Where interest becomes payable by  $\mathbf{U}\mathbf{s}$ , it will be calculated only from the date of final receipt of such certificates, information or evidence.

## **Bank Charges**

We shall not be liable for any charges applied by Your bank for any transactions made in relation to a Claim.

## Complaints procedures

### Complaint to the management

Complaints and disputes by the insured related to the establishment and implementation of this insurance policy can be presented to the **Insurer's**' management. To this end you can send a letter to: Chubb European Group SE, Terhulpsesteenweg 166 Chaussée de la Hulpe, 1070, Brussels.

## Ombudsman of the Insurances

If the decision of the **Insurer** is not to the satisfaction of the insured, he/she can address the Ombudsman. The Ombudsman of the Insurances, de Meeussenquare 35, 1000 Brussels. If the insured does not want to use this complaint handling option, or if the treatment or outcome is not satisfactory, the dispute may be brought before the competent court.

## European Online Dispute Resolution Platform

If **You** arranged **Your** Policy with **Us** online or through other electronic means, and have been unable to contact **Us** either directly or through the Financial Ombudsman Service, **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform: <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>.

**Your** complaint will then be re-directed to the Financial Ombudsman Service and to **Us** to resolve. There may be a short delay before **We** receive it.

## **Privacy regulations**

## Processing personal data

**Chubb** uses personal information which you supply to **Chubb** or, where applicable, to your insurance broker in order to write and administer this policy, including any **Claims** arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk **Chubb** is insuring or to a **Claim** you are reporting.

**Chubb** is part of a global group, and your personal information may be shared with **Chubb's** group companies in other countries as required to provide your policy or to store your information. **Chubb** also uses a number of service providers, who will also have access to your personal information subject to **Chubb's** instructions and control

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how **Chubb** uses your personal information. For more information, **Chubb** strongly recommends you read its user-friendly Master Privacy Policy, available here: <a href="https://www2.chubb.com/benelux-en/footer/privacy-policy.aspx">www2.chubb.com/benelux-en/footer/privacy-policy.aspx</a>. You can ask for a paper copy of the Master Privacy Policy at any time, by contacting **Chubb** at <a href="https://dataprotectionoffice.europe@chubb.com">dataprotectionoffice.europe@chubb.com</a>.

#### Insurer

Chubb European Group SE Terhulpsesteenweg / Chaussée de la Hulpe 166 1170 Brussels Belgium

Head office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Company Number: 1112892

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662 and is supervised by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.

Chubb European Group SE, Belgium Branch, Chaussée de la Hulpe 166, 1170 Brussels, company number BE0867.068.548. In Belgium it falls under the conduct of business rules of the Financial Services and Markets Authority (FSMA). Code NBB/BNB 2312. Citibank (Euro-account) 570-1218055-84, IBAN: BE03570121805584, BIC: CITIBEBX.

## **General Definitions**

The following words and phrases below will always have the following meanings wherever they appear in the Policy and Certificate of Insurance in bold type and starting with a capital letter.

#### **Abroad**

Outside Belgium

#### Accident, Accidental

A sudden, external, violent event, independent of the will of the insured, which affects the insured immediately, which is directly and solely responsible for his/her death or physical disability, provided that the nature of the injury can be observed objectively by a medical professional.

#### **Age Limit**

64 years old (inclusive) and under at the date of taking out the Policy

#### **Any One Claim**

All **Claims** or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

#### Adverse Weather

Weather of such severity that the police (or appropriate authority) warn by means of public communications network (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route originally planned by **You**.

### **Beneficiaries**

The party or parties to whom damages and/or compensations are payable, excepting all and any authorities. When the insured deceases, then the beneficiaries are the lawful heir(s), with the exception of any (governmental) authorities, unless the policy holder has explicitly and in writing, indicated a different beneficiary to the **Insurer**.

#### **Damage Prevention Costs**

The costs incurred by the **Person Insured**, in case of immediate threatening danger and, before or after the origin of the event covered by the policy, to avoid or reduce any further damage.

### Child, Children

A person under 18 years of age at the time the Policy is purchased

## Chubb

Chubb European Group SE, Belgium

#### **Chubb Assistance**

- 1. the telephone advice, information and counselling services; and/or
- 2. the travel assistance and emergency medical and repatriation services; arranged by **Chubb**.

#### Claim, Claims

Single loss or a series of losses **Due To** one cause covered by this Policy.

## **Close Business Colleague**

Someone who **You** work with in Belgium and who has to be in work in order for **You** to be able to go on or continue a **Trip**.

## Cruise

A sea or river voyage of more than 3 days in total duration, where transportation and accommodation is primarily on an ocean or river going passenger ship.

### Curtail, Curtailed, Curtailment

Cut short/cutting short Your Trip.

#### Doctor

A doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise

who is neither:

- a Person Insured: or
- 2. a relative of the **Person Insured** making the **Claim**,

unless approved by Us.

#### **Due To**

Directly or indirectly caused by, arising or resulting from, or in connection with.

### **Europe**

Albania, Andorra, Austria, Belarus, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Cyprus), Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom.

#### **Excess**

The first amount stated in the Table of Benefits of any **Claim** which each **Person Insured** must pay for each Section of the Policy that is claimed under.

#### **Insurer**

Chubb European Group SE. Terhulpsesteenweg 166 Chausséé de la Hulpe, 1070 Brussels. Company number BE0867.068.548.

## **Immediate Family Member**

**Your Partner** or fiancé(e) or the grandchild, child, brother, sister, parent, grandparent, step-brother, stepsister, step-parent, parent-in-law, son- in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of **You or Your Partner**, or anyone noted as next of kin on any legal document, all of whom must be resident in Belgium, and not any **Person Insured**.

## **Legal Expenses**

- Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the
  Legal Representatives in pursuing a Claim or legal proceedings for damages and/or compensation
  against a third party who has caused any Persons Insured Accidental bodily injury or illness or in
  appealing or resisting an appeal against the judgment of a Court, tribunal
  or arbitrator.
- 2. Costs for which **You** are legally liable following an award of costs by any court or tribunal or an out of Court settlement made in connection with any **Claim** or legal proceedings.

#### **Legal Representatives**

The solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person, firm or company appointed to act on **Your** behalf.

#### Loss, Lost, Losses

Your Personal Property, Money, passport and/or driving licence that are covered under this Policy:

- 1. have been accidentally or unintentionally left in a location and they have then disappeared; or
- are in a known location, but You are not reasonably able to retrieve them; or
- 3. have disappeared and **You** are not sure how it has happened

#### Loss of Limb

Amputation or total and permanent loss of use of one or more hands at or above the wrist or of one or more feet above the ankle (talo-tibial joint).

#### Loss of Sight

1. In both eyes:

Permanent blindness, which based on medical evidence **You** will never recover from, and which results in **Your** name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government.

#### 2. In one eye:

Permanent blindness, which based on medical evidence **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

#### **Mobility Aid, Mobility Aids**

Any crutch, walking stick, walking frame, wheeled walking frame, walking trolley, evacuation chair, wheelchair, powered wheelchair or mobility scooter constructed specifically to aid persons suffering from restricted mobility but excluding any golf buggy or golf trolley.

#### Money

Coins, banknotes, traveller's cheques, postal or money orders, travel tickets, pre-paid vouchers, non-refundable pre-paid entry tickets and debit, credit, payment, prepayment and/or charge cards.

## One way Trip (outward flight only):

Is a **Trip** that commences upon leaving your home and ends after leaving passport control at your destination, including any stopovers on your **Trip** to your destination of up to 24 hours.

### Parent or Legal Guardian

A person with parental responsibility, or a legal guardian.

#### **Partner**

**Your** spouse or civil partner or someone of either sex with whom **You** have been living for at least three months as though they were **Your** spouse or civil partner.

#### **Period of Insurance**

Period of cover commencing at 00.01 or any later time the Certificate of Insurance is issued and ending on the date shown on **Your** Certificate of Insurance.

## **Permanent Disability**

Any form of functional disability which has lasted for at least 12 months and from which, based on medical evidence, **You** will never recover.

#### **Permanent Total Disablement**

- 1. If **You** were in gainful employment at the date of the **Accident**:
  - A **Permanent Disability** which stops  $\mathbf{You}$  from carrying out gainful employment for which  $\mathbf{You}$  are fitted by way of training, education or experience; or
- 2. If **You** were not in gainful employment at the date of the **Accident**:

A form of **Permanent Disability** calculated on a medical assessment by **Us** or an independent medical expert appointed by **Us**, which results in **Your** inability to perform, without assistance from another person, at least 2 of the following activities of daily living:eating;

- getting in and out of bed;
- dressing and undressing;
- · toileting; or
- walking 200 metres on level ground

### **Personal Property**

- 1. Any suitcase, trunk or container of a similar kind and its contents;
- 2. any Mobility Aid;
- 3. Valuables,
- any other article worn or carried by You; that is not otherwise excluded and which is either owned by You or for which You are legally responsible.

#### **Policyholder**

The individual who concluded the insurance agreement with the **Insurer** and stated as such on the certificate of insurance.

## **Public Transport**

part of a set or pair).

Any air, land or water vehicle operated under licence for the transportation of fare-paying passengers and which runs to a scheduled published timetable.

### **Repair and Replacement Costs**

The cost of repairing partially damaged property, or, if property is totally **Lost** or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation. (Note: **We** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is

## Round Trip (outward and return flight):

Is a **Trip** that commences upon leaving your home including any stopovers on your outward and return **Trip** to your destination of up to 24 hours, and ends upon your return home subject to a maximum duration of 30 days.

## Travelling Companion(s)

Someone **You** have arranged to go on a **Trip** with and who it would be unreasonable to expect **You** to travel or continue **Your Trip** without.

#### Trip

A journey **Abroad** involving pre-booked travel or accommodation.

#### Unattended

Where **You** are not in full view of or in a position to prevent unauthorised taking or interference with **Your Personal Property** or vehicle.

#### Valuables

Cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, iPods, mp3and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks, iPads, tablets and the like), computer games equipment (including consoles, games and peripherals) jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

#### War

Armed conflict between nations, invasion, act of foreign enemy, civil war or taking power by organised or military force.

## We/us/ours/ourselves

The Insurer, Chubb European Group SE

#### **Winter Sports**

Bigfoot skiing, bobsleighing, cross-country skiing, glacier skiing, heli-skiing, kite snowboarding, langlauf, luging, mono-skiing, skidooing, skiing, ski acrobatics, ski flying, ski jumping, ski racing, ski touring, sledging, snow blading, snowboarding, snowmobiling, speed skating, tobogganing.

## You, Your, Person(s) Insured

All persons named in the Certificate of Insurance within the **Age Limit** being resident in Belgium. Each person is separately insured with the exception of any **Child** unless travelling with an Insured Adult.

### Contact Us

Chubb European Group SE Terhulpsesteenweg 166 Chausée de la Hulpe 1170 Brussels Belgium www.chubb.com/benelux

### About Chubb

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. We combine the precision of craftsmanship with decades of experience to conceive, craft and deliver the very best insurance coverage and service to individuals and families, and businesses of all sizes.

Chubb is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. The company serves multinational corporations, mid-size and small businesses with property and casualty insurance and risk engineering services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, homeowners, automobile and specialty personal insurance coverage; companies and affinity groups providing or offering accident and health insurance programs and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage.

Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best. Chubb Limited, the parent company of Chubb, is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 31,000 people worldwide.

## Chubb. Insured.<sup>™</sup>

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of C896,176,662 and is supervised by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.

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Chubb European Group SE, Belgium Branch, Chaussée de la Hulpe 166, 1170 Brussels, company number BE0867.068.548. In Belgium it falls under the conduct of business rules of the Financial Services and Markets Authority (FSMA). Code NBB/BNB 2312. Citibank (Euroaccount) 570-1218055-84, IBAN: BE03570121805584, BIC: CITIBEBX