

# Travel ACCIDENT Terms and Conditions

Policy n° L2.004.666, certificate 20000, signed by Europay Luxembourg S.C., 10, Parc d'Activité Syrdall, L-5365 Munsbach, L-2956 Luxembourg, and Chartis Europe S.A. - Luxembourg branch - 10b, Rue des Mérovingiens - L-8070 Bertrange. R.C. Luxembourg B 50 342.

Chartis Europe S.A. is a "Société Anonyme" incorporated under the laws of France having its registered offices in Tour Chartis, Paris La Défense, 34 Place des Corolles, 92400 Courbevoie, France, R.C.S. Nanterre n° 552 128 795.

The French version will prevail in case of discrepancies.

# 1. Definitions

Insurer: Chartis Europe S.A. - Luxembourg branch.

Policyholder: Europay Luxembourg S.C.

Assistance Company: Service provider appointed by the Insurer to deliver assistance and services.

Card: Are qualified as Card "Type 1", valid VISA Classic and EC Blue cards issued by an issuer listed in annex 1 of this contract.

Are qualified as Card "Type 2", valid VISA Business, EC Gold and EC Business cards issued by an issuer listed in annex 1 of this contract.

Are qualified as Card "Type 3", valid VISA Premium cards issued by issued by an issuer listed in annex 1 of this contract. **Cardholder:** A private person whose name is printed on the Card.

#### Insured:

- Cardholder of an insured card, hereinafter referred to as "you".
- the members of the Family living together with the Cardholder travelling together with or without the Cardholder provided that at least 30% of the transport or accommodation costs were paid with the Card.

**Partner:** A person with whom the Cardholder is cohabitating in fact or in the eyes of the law, on the long term at the same residence, and being domiciled at the same address, as defined by "Loi du 9 juillet 2004 relative aux effets légaux de certains partenariats".

A certificate issued by the city "Officier de l'état civil" will suffice as proof.

#### Family:

- your spouse or your Partner;
- your natural or adopted children or those of your spouse or Partner, aged under 25

#### **Third Party**

Any natural or legal person with the exception of:

- the Insured Person himself;
- · direct ascendants and descendants, as well as anyone living under the same roof as the Insured Person.

#### **Abroad**

Any country apart from:

- the country of residence of the Insured Person;
- the country of the usual place of residence of the Insured Person;
- the country of the usual workplace of the Insured Person.

#### Trip

The insured person's travelling during maximum 6 months to a destination Abroad.

#### **Medical Examiner**

Doctor of medicine and/or member of an Association of Physicians legally authorised to practise medicine in the country in which the injury occurred and/or in which the treatment of the said injury took place.

#### Intoxication

Set of disorders due to a substance being introduced into the body of the Insured Person in which the measured pure alcohol and/or illegal substances content is higher than the maximum authorised content as stipulated by the legislation of the country in which the injury occurs.

# **Bodily injury**

Any physical impairment suffered by a person.

#### Material damage

Any alteration, deterioration, accidental loss, and/or destruction of an object or substance, including any physical assault inflicted on an animal.

# **Accident**

Sudden event occurring during the period of validity of the policy, the cause or one of the causes of which is external to the body of the insured person, and which causes the Insured Person Bodily injury.

The following are likened to accidents, provided they occur to the Insured Person during the period of validity of the policy:

- Injuries to health which are the direct and sole consequence of an insured Accident or of an attempt to rescue persons or property in danger;
- The inhalation of gas or fumes and the absorption of toxic or corrosive substances;
- Muscular dislocations, distortions, strains and tears caused by sudden physical stress;
- · Frostbite, heat stroke, sunstroke;
- Drowning:
- Anthrax, rabies, tetanus.



#### War

Any armed opposition, declared or not, from one State to another State, an invasion or a state of siege.

The following are notably likened to war: any warlike activity, including the use of military force, by any sovereign nation whatsoever to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

#### Civil War

Any armed opposition between two or more sections of one and the same State for ethnic, religious or ideological reasons.

The following are notably likened to a civil war: an armed revolt, revolution, riot, coup d'Etat, the consequences of martial law, the closing of borders ordered by a government or by local authorities.

#### **Terrorism**

The following acts are deemed to be acts of terrorism where they involve, Abroad and/or in the country of destination of the return trip, the closing of the airport (airports) and/or of the air space and/or of the terminal or of the station:

- Any actual or threatened use of force or violence directed at or causing damage, injury, harm, or disruption;
- The commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not.
- Any act which is verified or recognised by the relevant government as an act of terrorism.

The following acts shall not be considered acts of terrorism:

- Any act of insurrection, strike, riot, revolution criminal attack involving the use of nuclear, biological or chemical weapons
- Robberies or any other criminal act primarily committed for personal gain, and acts arising primarily as the result of prior personal relationships between perpetrator(s) and victim(s).

#### **Rental Vehicle**

Any motor vehicle with at least 4 wheels (including motor homes, trucks) used for the private transport of persons or goods, for a maximum period of 6 months. Long-term leasing or rental vehicles are not covered.

#### Hospital

An establishment approved by the Ministry of Public Health of the country of the injury and/or of the treatment and charged with the medical care of patients and of accident victims, with the exception of the following establishments: preventoria, sanatoria, psychiatric and rehabilitation hospitals, rest homes and other similar kinds of institutions.

#### 2. GENERAL CONDITIONS

#### Purpose of the policy :

- 1. The purpose of this policy is to ensure that INSURED PERSONS who travel by one of the means of public transport hereinafter indicated: aircraft, train, boat or bus, departing from the country of their usual place of residence, benefit from the covers and amounts indicated in the Special Conditions in the context of the application of these General Conditions, provided that 30% of the costs of the trip have been paid, before departing on the trip, with the Card.
- 2. Coverage is equally afforded for maximum 6 months during a stay abroad, if the death or the permanent disability occurs whilst resorting to one of the aforementioned means of public transport, or a Rental Vehicle, or a taxi, provided that the costs have totally been paid with the Card. If only a portion of min 30% of the invoice was paid with the Card for the Rental Vehicle, the indemnity will be calculated pro rata based on the percentage paid.

<u>Risks covered</u>: In case of an accident occurring whilst resorting to one of the aforementioned means of public transport, Insured Persons are covered in case of death or of permanent PPD (permanent partial disability), provided that the degree of such disability represents at least 25%, calculated in accordance with the Belgian Official Disability Scale (BOBI) in force on the day of the Accident.

#### 1. Death as the result of an Accident

If the Insured Person dies within 90 days of the Accident included in the cover solely from the after-effects of the aforesaid Accident, the sum specified in the Special Conditions will be paid to the beneficiaries.

If after a period of at least six months has elapsed as from the Accident and after checking all the evidence and supporting documentation available, the Insurer has every reason to suppose that it is dealing with an injury which is included in the cover, the disappearance of the Insured Person will then be regarded as an event likely to trigger the covers of this policy.

If following payment the Insured Person is found to still be alive, the beneficiary(ies) will reimburse the Insurer with all the sums paid by the latter in the context of the payment of the benefit.

The benefits due in case of death and of permanent disability may not be accumulated.

# 2. Permanent Disability as the result of an Accident

Where the Insured Person is the victim of an accident which is included in the cover, and it is medically established that some permanent disability remains, the Insurer pays the capital sum calculated on the basis of the amount fixed in the Special Conditions multiplied by the degree of disability fixed in accordance with the Belgian Official Disability Scale (BOBI) in force on the day of the Accident, without however exceeding a degree of disability of 100%. Where the degree of disability is equal to or exceeds 66%, the disability will be deemed to be total and indemnified at the rate of 100%.

The benefit due with respect to any injury affecting limbs or organs which are already disabled or which have lost functionality will be based only on the difference existing between the condition before and after the Accident. The



evaluation of injuries to a limb or organ cannot be increased by the pre-existing disabled condition of another limb or organ.

In case the consequences of an accident are made worse by disabilities, illnesses, causes or circumstances incidental to the accidental event, the benefit cannot be higher than the benefit which would have been due had the accident affected a healthy body.

The benefit is awarded based on the conclusions of the Medical Examiner appointed by the Insurer or on the medical certificates submitted where no Medical Examiner has been appointed.

If stabilisation has not yet taken place 12 months after the accident, the Insurer may, at the request of the insured person, pay a provision equal at most to half of the minimum benefit which is likely to be awarded to the latter on the day of such stabilisation.

The benefits due in case of death and of permanent disability may not be accumulated.

#### 3. Repatriation of the body following an accidental death

The Assistance Company reimburses the costs relating to the repatriation of the mortal remains of the Insured Person to a cemetery in his former country of residence or usual place of residence; this includes post mortem examinations, embalming and the customs dues necessitated by the repatriation.

The Insurer does not meet funeral expenses and burial costs.

#### 4. Search and rescue costs

The Insurer shall meet the justified costs of search and/or rescue, up to the limit of the sum specified in the Special Conditions, if the Insured Person is immobilised as a result of Physical Injury.

#### 5. Transport to a Hospital

The Assistance Company organises the transport of the Insured to the best-adapted or better-equipped Hospital having responsibility for organising this transport, placed in charge by the Insurer.

Only the medical authorities from the Assistance Company are authorised to decide on medical transport, choice of mode of transport and place of hospitalisation.

#### 6. Medical repatriation

In case of Bodily Injury following an Accident, the Insurer reimburses the reasonable direct costs relating to the repatriation organised by the Assistance Company, up to a maximum of 7 days after the accident.

Only the medical authorities from the Assistance Company are authorised to decide on the removal, also the choice of mode of transport.

<u>Age Limit</u>: The current maximum age for the submission of the contract is 70 years. The cover shall terminate as of right on the first anniversary date following the day on which the Insured Person reaches 75 years of age.

Beneficiaries in the event of death: The Insured Person may designate another beneficiary by writing to the Insurer.

In case of the death of the Insured Person, the beneficiaries shall be as follows:

- designated beneficiary, failing this
- any spouse who is not judicially separated from the Insured Person, failing this
- Partner of the Insured Person, failing this
- children of the Insured Person, failing this
- grand children of the Insured Person, failing this
- parents of the Insured Person, failing this
- brothers and sisters of the Insured Person, failing this
- rightful claimants of the Insured Person, except the State.

Creditors, including the tax authorities, may not claim entitlement to benefit.

<u>Flight Risk</u>: The insurance extends to include the use as passenger of any aircraft or helicopter duly authorised for the transport of persons, provided that the Insured Person is not one of the crew and that he does not carry out during the flight any professional or other activity relating to the actual plane or flight.

# **Exclusions**

The covers shall not apply in the following cases:

- War, Civil War.
  - However, the Insured Person shall continue to benefit from coverage for 14 calendar days as from the start of hostilities whenever he is surprised by such events whilst Abroad and provided that he does not actively participate in the same.
- Intentional act and/or incitement and/or obviously reckless act, unless this is a deliberate attempt to rescue persons and/or animals and/or goods.
- Intoxication.
- Suicide or attempted suicide.
- Nuclear reactions and/or radioactivity and/or ionising radiation, except where incurred during medical treatment which is necessary as the result of an injury included in the cover.



- Sports, including training, practised professionally and/or against payment, as well as the following sports practised as an unpaid amateur: aerial sports, except ballooning.
- Mountaineering, rock-climbing, hiking away from well-used and/or officially marked paths
- Big game hunting
- Ski jumping, downhill skiing and/or snowboarding and/or cross-country skiing, all practised away from well-used and/or officially marked pistes.
- Caving, rafting, canyoning, bungee jumping, deep sea diving
- Martial arts
- Competition with motorised vehicles, with the exception of tourist rallies where no time and/or speed standard is imposed.
- Participation in and/or training and/or preparatory trials for speed competitions.
- Bets and/or dares fighting and/or tussling, except in legal self-defence (a report from the authorities will serve as proof).
- Disorder and measures taken to combat it, unless the Insured Person and/or the beneficiary proves/prove that the Insured Person did not actively take part.

#### **Benefits**

The benefits are determined based on the medical and factual data available to the Insurer. The Insured Person and/or the beneficiary(ies) are entitled to accept or to refuse the same. In the latter case, he/they must inform the Insurer of his/their objections by means of registered letter sent within 90 calendar days of receipt of the advice.

All benefits are payable without interest following acceptance by the Insured Person and/or the beneficiary(ies). In case of refusal by the Insurer, any claim to benefit shall lapse three years after communication of such refusal.

#### 3. NOTIFICATION OF INJURIES

- a) The policyholder and/or the Insured Person must notify the Insurer as soon as possible of the occurrence of the claim by means of the documents made available to them. The Insurer must be informed immediately of any fatal Accident.
- b) The Insured Person must provide the Insurer without delay with all useful information and meet the requests which are made to him, this with a view to determining the circumstances of the claim and ascertaining the scope of the same.
- c) The Insured Person must take all reasonable measures to prevent and to lessen the impact of the circumstances of the loss.

If the Insured Person fails to meet one of the obligations cited under sub-paragraphs a) b) & c), and if this proves to be to the detriment of the Insurer, the latter shall be entitled to claim a reduction in the benefit payable by it, and this up to the limit of the detriment suffered by it.

The Insurer may refuse to provide cover if the Insured Person has, with fraudulent intent, failed to meet the obligations set out under sub-paragraphs a) b) & c).

# **4. INSURED LIMITS**

The previously defined sums insured constitute the maximum payable any one Insured Person under this policy for any claim covered, irrespective of the number of cards used. The maximum sum payable under this policy as the result of one and the same event may not exceed euro 5 million.

#### Cards « type 1 »

Accidental Death - € 100.000

Permanent Invalidity equals to or exceeds 66% following an accident - up to € 100.000

Permanent Invalidity between 25% and 66% following an accident - € 2.400 per percent of PPI, from 25%, with a max of € 100.000

In case of Children's loss of life, the benefit to be paid to the beneficiary will be:

For children up to 6 years of age - 10% of the above sum insured For children from 6 to 16 years of age - 20% of the above sum insured

The age taken into account is the age at the time of death.

Body Repatriation following an accident, costs for medical transport

(real cost per person) - up to € 25.000 Coffin - up to € 1.500

Search and rescue costs - € 5.000

Maximum indemnity per Insured Person - € 131.500



#### Cards « type 2 »

Accidental Death - € 200.000

Permanent Invalidity equals to or exceeds 66% following an accident - up to € 200.000

Permanent Invalidity between 25% and 66% following an accident - € 2.400 per percent of PPI, from 25%,

with a max of € 200.000

In case of Children's loss of life, the benefit to be paid to the beneficiary will be:

For children up to 6 years of age - 10% of the above sum insured For children from 6 to 16 years of age - 20% of the above sum insured

The age taken into account is the age at the time of death.

Body Repatriation following an accident, costs for medical transport

(real cost per person) - up to € 25.000 up to € 1.500

Search and rescue costs - € 5.000

Maximum indemnity per Insured Person - € 231.500

Cards « type 3 »

Accidental Death - € 250.000

Permanent Invalidity equals to or exceeds 66% following an accident - up to € 250.000

Permanent Invalidity between 25% and 66% following an accident - € 2.400 per percent of PPI, from 25%,

with a max of € 250.000

In case of Children's loss of life, the benefit to be paid to the beneficiary will be:

For children up to 6 years of age - 10% of the above sum insured For children from 6 to 16 years of age - 20% of the above sum insured

The age taken into account is the age at the time of death.

Body Repatriation following an accident, costs for medical transport

(real cost per person) - up to € 25.000 up to € 1.500

Search and rescue costs - € 5.000

Maximum indemnity per Insured Person - € 281.500

# **5. GENERAL PROVISIONS**

Territory: Worldwide.

Loss adjustment and payment of the indemnity: An expert can be sent by the Insurer to examine the circumstances of the Loss and to determine the amount of the indemnity.

**Effective date of the coverage:** The coverage of this contract begins at the activation date of the Card or at a later date, depending on the specific conditions per each coverage; however no coverage will take effect before the inception date of the contract subscribed by the Policyholder to the Insurer. Trips booked and/or paid before the activation date of the Card or before the inception date of the contract will not be covered (even if the claim occurs after these dates).

**Termination:** The coverage shall end rightfully in case of non-renewal or revocation of the Card, or in the case of termination of the insurance contract between the Policyholder and the Insurer, on the date on which the contract will be terminated.

Statute of Limitations: Any claim, based on this contract becomes prescribed 3 years after the event on which it was based.

**Complaints and Mediation:** For each difficulty with regard to the application of the insurance you may write to Chartis Europe S.A. - Luxembourg branch. 10b. Rue des Mérovingiens. L-8070 Bertrange, Luxembourg.

**Disputes:** Any complaint with regard to the contract can be addressed to Commissariat aux Assurances, Boulevard Royal 7, L-2449 Luxembourg or to Médiateur en Assurances, BP 448, L-2014 Luxembourg. The filing of complaint does not undermine the possibility for the Policy Holder and/or the Insured to institute legal action.

**Applicable Law and Jurisdiction:** This contract is ruled by Luxembourg law and more specifically the Law of 27 July 1997 on the insurance contract, and all extensions, modifications and implementation decrees.



Any dispute between parties will be subject to the exclusive jurisdiction of Luxembourg courts.

**Protection of Privacy:** The Insured is explicitly informed of the existence of automated processing of his / her personal information, collected by the Insurer in relation to this coverage and the handling thereof, and the Insured accepts this. This information is exclusively destined for the Insurer and his appointees for the management of the insurance program, for his contracting partners in the realization and handling of the insurance program, and eventually for the controlling authorities, and this in accordance with the terms and conditions set out in Article 111-1 of the amended law, 6.12.1991 on the insurance industry dedicated professional secrecy in insurance.

The Insured has a right to access, modify, correct or delete his/her related information contained in the files of the aforementioned entities, as provided by the Luxembourg law on protection of personal data.

**Subrogation:** In accordance with conditions of article 52 and according to the Law on the insurance contract, the Insurer is subrogated in the rights and claims of the Insured against thirds and this for the amount of the benefits paid by the Insurer.