

### INTRODUCTORY PAGE

Note that the Travel Insurance offers you the opportunity to subscribe digitally to a formula (Global or Universe) combining two separate insurance covers:

(i)	Travel Insurance which includes the following guarantees: medical expenses; personal assistance abroad, travel assistance abroad, personal liability, legal expenses, and other adds-on, and

(ii) Roadside Assistance Insurance in your Country of Domicile and abroad (only applicable if you opted for this extra option).

The Travel Insurance is provided by Endurance at Lloyd's Limited, registered in England and Wales under Number 06539650 and authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 486401. Roadside Assistance is provided by AWP P&C S.A - Belgian Branch (trading as Allianz Global Assistance) under permit code number 2769 – Enterprise, Number: 0837.437.919. – both administered by Qover.

Note that this introductory page is an information document without contractual value. Always refer to **Your Policy Schedule** and the Policy Wording for information about **Your** coverage.

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### SCHEDULE OF BENEFITS

		Global Package	Universe Package	Excess
Section 1: Medical expenses reimbursement	Medical & dental emergency abroad	1,000,000 EUR	3,000,000 EUR	50 EUR
	Medical expenses in your domicile of country after hospitalisation Emergency Dental Expenses Hospital Allowance: Per day Hospital Allowance: Maximum per person	2,500 EUR / Insured 1,000 EUR 25 EUR 500 EUR	5,000 EUR / Insured 1,500 EUR 50 EUR 1,000 EUR	X 50 EUR X X
Section 2: Personal assistance abroad	Search & rescue costs (incl. ski accident assistance)	5,000 EUR	10,000 EUR	Х
	Winter sports Ski Resort Closure: alternative site per day Ski resort closure: No-	Unused until 125 EUR 10 EUR 20 EUR	Unused until 250 EUR 10 EUR 20 EUR	X X X
	Alternative Site per day Ski Resort Closure: Per Person	125 EUR	250 EUR	X
	Disaster response cover		25,000 EUR/Insured	Х
Section 3: Travel Assistance abroad (including Repatriation)	Cancellation, curtailment, trip interruption	1,000 EUR /insured/incident Max 1,250 EUR per year per insured	2,500 EUR /insured/incident Max 3,000 EUR per year per insured	50 EUR
	Travel Expenses (accommodation only)	75 EUR/night/room Max 750 EUR	150 EUR/night/room Max 1,500 EUR	Х
	Repatriation Costs (incl. Insureds, luggage, car)	1,000,000 EUR (included as part of Section 1: Medical Expenses)	3,000,000 EUR (included as part of Section 1: Medical Expenses)	Х
	Taking charge of minors/children	2,000 EUR	3,000 EUR	Х
	Mortal Remains Funeral Expenses	1,000 EUR 1,000 EUR	1,000 EUR 2,000 EUR	X X

	Missed Departure and Delay	500 EUR	1,000 EUR	50 EUR
Section 4: Personal Liability		1,000,000 EUR	1,000,000 EUR	Х
Section 5: Legal Expenses		25,000 EUR	25,000 EUR	Х
Section 6: Adds-on	<ol> <li>Personal Accident:</li> <li>Death</li> <li>Total and irrevocable Loss of Sight of Both Eyes</li> <li>Total and irrevocable Loss of Sight of one Eyes</li> <li>Loss of two limbs</li> <li>Loss of one limb</li> <li>Total and irrevocable Loss of Sight of one Eye and one Limb</li> <li>Permanent Total disablement (other than the above)</li> </ol>	<ol> <li>25,000 EUR</li> <li>25,000 EUR</li> <li>12,500 EUR</li> <li>12,500 EUR</li> <li>25,000 EUR</li> <li>12,500 EUR</li> <li>25,000 EUR</li> <li>25,000 EUR</li> <li>7. 25,000 EUR</li> </ol>	<ol> <li>50,000 EUR</li> <li>50,000 EUR</li> <li>25,000 EUR</li> <li>25,000 EUR</li> <li>50,000 EUR</li> <li>25,000 EUR</li> <li>50,000 EUR</li> <li>50,000 EUR</li> <li>7. 50,000 EUR</li> </ol>	X
	<ol> <li>Valuables</li> <li>Photographic equipment, video equipment</li> <li>Mobile phone</li> <li>Professional equipment</li> <li>Sport equipment</li> <li>Sport equipment</li> <li>Money (not including cash, bank or currency note)</li> <li>Money (Cash, bank or currency notes)</li> <li>Unspecified items: per item</li> <li>Delayed baggage</li> <li>Immediate necessities</li> </ol>	Limit per person per trip 1. 250 EUR 2. 500 EUR 3. 500 EUR 4. 500 EUR 5. 500 EUR 6. 500 EUR 7. 500 EUR 8. 250 EUR 9. 250 EUR 10. 150 EUR	Limit per person per trip 1. 375 EUR 2. 750 EUR 3. 750 EUR 4. 750 EUR 5. 750 EUR 6. 750 EUR 7. 750 EUR 8. 375 EUR 9. 375 EUR 10. 200 EUR	50 EUR

# **TRAVEL INSURANCE**

The present insurance contract is concluded for a period of one year. It shall be automatically renewed for consecutive periods of one year. We may terminate this contract by giving you three months' notice by registered letter before the due date of the contract, by bailiff's writ or by issuing a termination letter with receipt. You may cancel this contract at any time by sending an email to contact@qover.be.

### **Important notice**

**You** have to be covered before **You** actually travel in order to be insured – **You** cannot buy this **Policy** whilst already travelling.

*Journeys* with a destination within the *Country of Domicile* provided such *Journeys* involve at least one (1) nights' accommodation that has been booked before commencement of the *Journey*;

Maximum duration of travel allowed: The guarantee will only be valid abroad when travelling during the first ninety (90) or hundred eighty (180) days of **Your** stay abroad depending on the plan **You** choose.

### Disclosing relevant facts

At the time of purchasing this insurance it is **Your** duty to tell **Us** of any fact which **You** think may influence **Us** in the acceptance, assessment or continuance of this insurance. Failure to do so may invalidate this insurance, and may leave **You** with no cover in the event of a claim.

If cover has been purchased in advance of the inception date this requirement continues until such start date of the policy. If **You** have any questions over what facts are relevant please contact Qover to discuss this.

### Medical conditions

This insurance contains restrictions regarding pre-existing medical conditions in respect of the people travelling and of other people upon whose health the trip depends.

**You** are advised to read the exclusions and conditions relating to pre-existing medical conditions contained in this policy. If **You** are in any doubt as to whether a medical condition is covered **You** should contact Qover. **We** will not cover an existing medical problem.

### **About Qover**

**Your Policy** is arranged by QOVER SA/NV, RPM 0650.939.878 (VAT BE0650.939.878). QOVER SA/NV legal offices are located at "Rue Eugène Toussaint 54, box 1 – 1090 Brussels – BELGIUM" and its operating offices are located at "Rue des Palais 44 – 1030 Brussels".

QOVER SA/NV is an untied insurance agent authorised and regulated by the Financial Services and Markets Authority (FSMA registration number 115284A). **You** can check this on the FSMA's register by visiting the FSMA's website http://www.fsma.be or by contacting the FSMA on +32(0)2 220 52 11.

### **ABOUT ENDURANCE AT LLOYD'S**

**Your Policy** is underwritten by Endurance at Lloyd's Limited, registered in England and Wales, Registration Number 06539650, home state United Kingdom. Registered Office: 2 Minster Court, 1st Floor, Mincing Lane, London, EC3R 7BB. Endurance at Lloyd's Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 486401.

### How to contact MyVanbreda

You can contact MyVanbreda if You have any questions about Your Policy.

#### By e-mail

GENERAL ENQUIRIES & CONTRACTS info@myvanbreda.be

#### Via Our website

By telephone

GENERAL ENQUIRIES 0800/20.292

www.myvanbreda.be

It is **Your** choice whether to receive communication and documentation in French, Dutch or English. Let **Us** know **Your** preference.

### **Complaint Handling Arrangements**

If You wish to register complaints:

### You can contact QOVER:

You should, in the first instance, write to QOVER SA/NV's Mediation Department, Rue des Palais 44 – 1030 Brussels (Belgium) or to mediation@qover.be or by telephone on +32.2.588.25.50 who will acknowledge Your complaint, in writing, as soon as possible. Qover will aim to provide You with its decision on Your complaint, in writing, within eight weeks of the complaint being received without prejudice to the Policyholder's ability to take legal action.

#### You can contact the ombudsman:

If the matter has still not been resolved to **Your** satisfaction or if **You** have not received a final response within eight weeks of the complaint being received,, **You** may contact the Insurance Ombudsman, Square de Meeûs 35 to 1000 Brussels, tel: 02/547.58.71, fax: 02/547.59.75, info@ombudsman.as. This procedure is in addition to any other legal rights **You** may have to take legal proceedings.

#### You can contact the European Online Dispute Resolution Platform

If **You** arranged **Your** policy online or through other electronic means (e.g. by phone, SMS, fax or mobile device), **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform – http://ec.europa.eu/consumers/o dr/. **Your** complaint will then be re-directed to the Financial Ombudsman Service and to QOVER to resolve. There may be a short delay before **We** receive it.

We will record all communication, including phone calls, in order to improve the quality of the services, for training purposes or for fraud detection purpose.

### What should you do in case of claim?

If You need assistance, You must notify Us using the appropriate telephone number shown below:



Notice must be given to **Us** as soon as reasonably practicable, and no later than thirty-one (31) days from the end of the **Journey**, of any **Accident** or **Event** which causes or may cause a claim within the meaning of this **Policy**, and **You** must as early as possible seek the attention of a duly qualified **Medical Practitioner**. Notice must be given to **Us** as soon as reasonably practicable, and no later than thirty-one (31) days after, **Your** death resulting or alleged to have resulted from an **Accident**.

All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of **Us** and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of **You**.

### Introduction

Your Insurance Contract is made up of the following:

- 1. These General Policy Conditions that set out exactly what is covered and not covered under the insurance, what are the required conditions for such insurance, how to make a claim and other important information, and
- 2. The Policy Schedule that sets out the details about You, the Period of Insurance, the chosen formula, the Insured Persons and the Premium as well as other specific limitations, conditions and contact details. The Policy Schedule complements and replaces the General Policy Conditions in the event they would state contrary information.
- 3. And any endorsement(s) attached (if applicable).

You should read the General Policy Conditions and Policy Schedule together. Please read the whole document and keep it in a safe place.

Certain words have special meanings. These are listed below under "Definitions" and where they appear in this document are shown in italic bold type with a capital letter.

### **Eligibility as Policyholder**

To be eligible for this Policy, at the Start Date You need to:

- 1. as an individual, be 18 or over and under 76 years of age
- 2. be domiciled of Belgium or as a company, have registered office in Belgium.

### **Eligibility as Insured**

- 1. You should be domiciled in Belgium and live in the country at least 9 month/year;
- Depending on the plan You choose, Your contract can insure the following persons:

   a. Yourself (Individual formula)
  - b. You and Your partner (couple formula)
  - c. Your Family

### Your right to Cancel

At any time, **You** have the right to cancel **Your Policy** by sending an email to <u>contact@qover.be</u> with the following rules for refund:

- You may cancel Your Policy within 14 days of the Purchase Date by contacting Qover. Provided You have not made a claim or start Your Journey, You will receive a refund of any Premium paid. The termination will take effect immediately.
- After the 14 days' period, You can cancel Your Policy at any time by contacting Qover. If You cancel after the 14-day
  period and no claim has been made or Journey started, You shall be entitled to a pro-rata refund (no administrative fee
  will be charged). The termination will take effect immediately.
- If **You** cancel after a claim is reported **You** will only be entitled to a pro-rata refund of the **Premium** for the remaining term of the **Insurance Policy**, from the date of our last act of administration or payment or refusal to pay the indemnity.

### Duration of cover and renewal

The duration of this Insurance Contract is of one (1) year and is shown on the Policy Schedule.

It will be automatically renewed at the annual due date shown in the schedule.

Please don't forget to contact Us in case of an early termination to obtain any reimbursement (if applicable).

### **Our cancellation rights**

Based on article 57§5 of the Belgian Insurance Act, *We* have the right to cancel this *Insurance Policy* within 14 days of the *Purchase Date* with a eight (8) days' notice period as from the day following the notification.

Based on article 85§1 of the Belgian Insurance Act, *We* have the right to cancel the *Insurance Policy* up to three (3) months before its annual renewal date.

Also, after a claim or in case **We** refuse to cover a claim, **We** or Qover have the right to cancel the contract. This cancellation must be notified to **You** at the latest within one month after the payment or the refusal of payment of the benefits. In such case, the contract will be automatically cancelled three months after the day after which the notification has been sent. According to Article 86 of the Insurance Act, **You** have the same right of cancellation in case of a denial to pay the claim.

### **Claims after cancellation**

If You decide to cancel the Policy, We will not pay any claim following the date of cancellation.

If **We** cancel the policy and there is a claim in operation **We** will continue to pay the claim up to the maximum amount allowed under the terms and conditions of **Your Policy**.

### **Prescription right**

In accordance with Article 88 of the Belgian Insurance Act, any claim resulting from this **Policy** will be precluded after three (3) years, counting from the date or the knowledge of the **Event** giving rise to the claim.

### SECTION 1: MEDICAL EXPENSE REIMBURSMENT

### 1) Medical and dental emergency abroad

### What is covered

We hereby agree with You, to the extent stated in the Schedule of benefits and in the manner herein provided, that during the *Operative Time* if You sustain outside Your Country of Domicile:

- a) Bodily Injury caused by an Accident,
- b) suffer Illness

We will pay to You the following expenses necessarily incurred:

Medical expense abroad:

- Medical costs
- Emergency dental treatment

#### **Hospital allowance**

In addition **We** will pay to **You** the 'Per Day' amount stated in the **Schedule of Benefits**, for each completed twentyfour (24) hour period up to the amount 'Hospital Allowance: Maximum Per Person' in total should **You** suffer accidental **Bodily Injury** during the **Operative Time** which necessitates in-patient hospital treatment outside **Your Country of Domicile**.

We will cover the expenses incurred outside of Your Country of Domicile subject to an Excess of 50 EUR per claim and per Insured Person. This does not apply to the Hospital Allowance above.

### Conditions

- You should use the services of the Emergency Assistance Company named in the General conditions for all emergency medical matters and in-patient hospital treatment.
- If You will be travelling to a European Union Country or Switzerland, Iceland, Norway, Lichtenstein, You are advised to apply for a European Health Insurance Card (EHIC) and take it with You. This may enable You to receive treatment while in the European Union without paying the Excess stated in the Policy Schedule. More information about the EHIC and application process can be found at: <a href="http://ec.europa.eu/social/main.jsp?catld=559&langId=en">http://ec.europa.eu/social/main.jsp?catld=559&langId=en</a>

### What is not Covered

We shall not reimburse expenses:

- for rest cures, sanatorial or custodial care or periods of quarantine or isolation;
- for cosmetic or plastic surgery unless necessitated by accidental **Bodily Injury** and pre-authorised by the **Emergency Assistance Company**;
- for dental examination, X-rays, extractions, fillings and general dental care; supplying or fitting of eye glasses or hearing aids; except as a result of accidental **Bodily Injury** and pre-authorised by the **Emergency Assistance Company**;
- for general health examinations, and examinations for check-up purposes not incidental to, or necessary to diagnose, *Illness* or accidental *Bodily Injury* and unless pre-authorised by the *Emergency Assistance Company*;
- relating to pregnancy, childbirth or any medical complications resulting therefrom if **You** are, or would have been, pregnant for seven (7) months or longer at any point during a **Journey**;
- incurred in Your Country of Domicile;
- incurred more than twelve (12) months after the date the first expense was incurred, or any continuing expenses incurred after You are fit to travel to Your Country of Domicile;
- for treatment that could have been delayed until Your return to Your Country of Domicile;
- for private health treatment unless specifically approved by the Emergency Assistance Company;
- for any expenses that are not medically necessary in the course of treating Your Bodily Injury or Illness;
- for any expenses incurred as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication;
- for any expenses incurred after the date on which We exercise our rights under this policy to move You from one hospital to another and/or arrange for Your Medical Repatriation/Medical Evacuation, but You decide not to be moved, or repatriated/evacuated;
- for congenital defects and deformities in respect any of Yourselves who have not reached Your third (3<sup>rd</sup>) birthday.

### 2) Medical Expenses in Country of Domicile after hospitalisation

### What is Covered

We hereby agree with You, to the extent stated in the Schedule of Benefits and in the manner herein provided, to reimburse You in respect of Medical Expenses incurred following Your Medical Repatriation or Medical Evacuation, as provided in Section 3, (2) of this Policy. We will reimburse You for up to but not exceeding ninety (90) consecutive days of Medical Expenses, where We consider it necessary and appropriate for You to not be medically compromised.

### Conditions

- 1) Your Medical Repatriation or Medical Evacuation must be directed and effected by Us or the Emergency Assistance Company.
- 2) The injury (or *Illness*) for which treatment will be continued must have first manifested itself while **You** were outside **Your Country of Domicile**.
- 3) Medical Expenses will be limited to the customary charges for accommodation and board, cost of treatment and fees in respect of consultants and doctors, nursing fees and charges, drugs and dressings prescribed and administered by Medical Practitioners and, where appropriate, can include hospital, or such other appropriate medical facility, out-patient treatment and transportation by licensed motor vehicle to and from such hospital, or such other appropriate medical facility, in order for You to receive treatment.
- 4) This Section will not be effected by **Us** where provision for such expenses is provided by or would, but for the existence of this Section, be provided by any other existing similar insurance or scheme in **Your** name.
- 5) The coverage provided by this Section shall not increase the limit of indemnity specified on the **Schedule of Benefits** under Section 1.

### **SECTION 2: PERSONAL ASSISTANCE ABROAD**

### 1) Search and rescue costs

### What is Covered

We hereby agree with You, to the extent stated in the Schedule of Benefits and in the manner herein provided, to pay search and/or rescue expenses incurred to safeguard Your life or physical integrity following Your Accident or



disappearance, provided that the rescue is the result of a decision taken by the competent local authorities or official relief organizations.

In the event of a ski accident involving **Bodily Injury** on a ski slope, **We** will reimburse **You**, upon presentation of an original receipt, for the expenses incurred for the descent of a sanitary sled (luge sanitaire) or Heli transportation following this **Accident**. The **Accident** must be reported to **Us** as soon as reasonably practicable, and no later than 31 days from the end of the **Journey**.

### What is not Covered

We will not pay any claim when the Accident occurs following the practice of skiing off-piste.

### 2) Winter Sports

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### What is Covered

We hereby agree with You, to the extent stated in the Schedule of Benefits and in the manner herein provided, to pay to You:

- a) irrecoverable payments in respect of:
  - the unused proportion of any ski pass lost during the **Operative Time**.
    - the unused proportion of any ski pass, ski hire, ski clothing hire and tuition fees if:
      - You suffer any Bodily Injury or Illness during the Operative Time that is certified by a local Medical Practitioner to render You unable to continue Your normal activities on the Journey,
        - the **Journey** is cancelled for any of the reasons detailed in Section 3.
- b) up to the amount stated in the Schedule of Benefits for 'Ski Resort Closure: Per Person' for each of You in the event that all skiing facilities at a pre-booked resort outside the Country of Domicile are closed due to lack of snow during the Operative Time:
  - up to the amount stated in the **Schedule of Benefits** for 'Ski Resort Closure: Alternative Site Per Day' for each day additional expenses are incurred in reaching an alternative skiing site, or
  - up to the amount stated in the **Schedule of Benefits** for 'Ski Resort Closure: No-Alternative Site Per Day' for each day when no suitable alternative skiing site is available, as agreed by **Us**.
- c) up to the amount shown in the Schedule of Benefits for additional Travel Expenses incurred if, as a result of avalanche, landslide or landslip, You are unavoidably delayed from leaving Your pre-booked resort outside Your Country of Domicile during the Operative Time.

### What is not Covered

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We shall not be liable for any claims:

- 1) arising within Europe in respect of *Journeys* commencing or ending during the period 1st May to 30th November inclusive;
- 2) for *Travel Expenses* where the tour operator has made alternative travel arrangements;
- 3) where You were off-piste at the time of Accident; or
- 4) arising from extreme winter sports activity including (but not limited to) ski- jumping/stunts/ mountaineering/randonee, heli-skiing/ boarding, ice hockey, speed skiing, cresta run or the use of bobsleighs or skeletons.

### 3) Disaster response cover

### What is Covered

We hereby agree with You, to the extent stated in the Schedule of Benefits and in the manner herein provided to provide assistance to the You in case of a Crisis Event first commencing during a Journey.

In case of a Crisis Event, We will organise and pay all reasonable fees and expenses charged for:

Repatriation

- Relocation travel and accommodation
- Independent interpreter fees and expenses
- Search and rescue costs

that are necessarily incurred directly and solely as the result of the management of a potential, actual or threatened *Crisis Event*.

### Conditions

**You** will exercise due diligence to do all things reasonable and practical to avoid any happening or circumstances covered by this **Policy** and to make all reasonable efforts to mitigate any loss arising as a result of a **Crisis Event**.

Upon discovery of a potential or actual event or incident which may give rise to a **Crisis Event** or any claim for a payment the **Insured Person** shall contact the 24-hour Emergency Crisis Line as set out in the General Conditions as soon as practicable.

In the event of any payment under the **Policy**, **We** will be subrogated to the extent of such payment to all the **Insured Person**'s rights of recovery. In such case the **Insured Person** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in the name of the **Insured Person**.

We shall not be held liable for failure or delay in providing the services for a **Crisis Event** due to causes beyond reasonable control; including but not limited to, in case of force majeure, act of god, fire, flood, war, hostilities, or government action.

You must at all times use Your best efforts to restrict knowledge of the existence of this cover.

### What is not Covered

We shall not be liable for any claims arising from or attributable to:

- violation by You of the laws or regulations of the country of which they are a national or the state in which they reside, including, but not limited to all trade or economic sanctions or restrictions.
- the failure of **You** properly to procure or maintain immigration, work, residence or similar visas, permits or other documentation.
- a debt, insolvency, commercial failure, the repossession of any property by a title holder or any other financial cause.
- the failure of You to honour any contractual obligation or bond or to obey any conditions in a license.
- the payment of any **Ransom**.
- any expenses arising out of any fact, circumstance, pre-existing condition, situation, bodily injury, property damage, or imminent injury that **You**, prior to the **Insurance Start Date**, knew, or reasonably should have known, could lead to, cause or result in such expenses.
- any Kidnap of or Bodily Injury caused to an Insured Person by a relative or as a result of a domestic dispute;
- an Insured Person who has had kidnap insurance cancelled or declined in the past;
- any Wrongful Detention, Kidnapping, Blackmail or Extortion of an Insured Person who has suffered these events in the past;
- any Kidnap, Blackmail and Extortion, Political Threat, Disappearance or Child Abduction of an Insured Person within their Country of Domicile or the country within which the Insured Person is a citizen; or
- loss arising as a direct result of any situation highlighted by any Government-related body or agency in the country in which the *Insured Person* reside, or where the *Insured Person* has travelled to a specific country or to an area where, prior to his or her *Journey* commencing, the Government body or agency have advised against all but essential travel;

### **SECTION 3: TRAVEL ASSISTANCE ABROAD**

### 1) Cancellation, curtailment, trip interruption

### What is Covered

We hereby agree with You, to the extent stated in the Schedule of Benefits and in the manner herein provided, to indemnify You in respect of irrecoverable payments paid or contracted to be paid for travel, accommodation and unused pre-booked excursions (including additional *Travel Expenses* incurred for return to Your Country of Domicile) should the projected Journey be cancelled before commencement or curtailed before completion, directly as a result of:

- a) Death, accidental Bodily Injury, of:
  - i. **You**, or
  - ii. a member of the *Travel Party*, or
  - iii. a person with whom You intend to reside with during the Journey, or
  - iv. a Close Relative necessitating Your presence in Your Country of Domicile.

- b) Redundancy (provided that such redundancy qualifies for payment under Your Country of Domicile's Redundancy Payments Acts) of:
  - i. You. or
  - any member of the Travel Party. ii.
- c) Summoning to jury service or witness attendance in a court in Your Country of Domicile, or unavoidable requirement to be present in Your Country of Domicile for service in any military or civil emergency of: i.
  - You, or
  - any member of the Travel Party. ii.
  - Major damage or burglary within seven (7) days immediately prior to a Journey at the home or place of business of:
  - i. You, or

d)

- Any member of the Travel Party, or ii.
- Any person with whom You intends to reside with during the Journey. iii.
- Adverse weather conditions making it impossible for You to travel to the point of departure at e) commencement of the outward Journey.
- f) Volcanic ash in the atmosphere making it impossible for You to travel on Your pre-booked scheduled Conveyance.

### **Conditions**

- 1) Cover for cancellation operates from the date of booking the Journey or the commencement date of the Period of Insurance shown in the Policy Schedule (whichever is the later) until commencement of the Journey or expiry of the Period of Insurance (whichever is the earlier).
- Suitable evidence must be provided as proof of the necessity to cancel or curtail a Journey, including 2) medical information, where required.

### What is not Covered

We shall not be liable to pay for any claims attributable to::

- any condition or set of circumstances known to You at the commencement of this Policy or booking a 1) Journey, where such condition or set of circumstances could reasonably have been expected to give rise to cancellation or curtailment of a Journey; or
- 2) Your disinclination to travel.

#### 2) **Transport, Return or Repatriation expenses**

#### Α. Of the ill or injured patient

### What is Covered

If Your health condition during Your trip, as a result of Your Accident or Illness, requires a transport or repatriation, We will organise and pay for Your transport from the location where You have been immobilised to Your place of residence; the hospital closest to Your place of residence or the hospital best suited to continuing Your treatment.

The transport or repatriation will occur by ambulance plane, by plane in economy class, by ambulance or any other appropriate means of transport.

The repatriation will be carried out under medical supervision if **Your** medical situation so requires.

### Conditions

- Your Medical Repatriation or Medical Evacuation must be directed and effected by Us or the Emergency Assistance Company.
- The decision to and method of transport or repatriation, the choice of means of transport and the choice of hospital are exclusively taken by the medical service of the Claim Adjuster, after consultation with the treating physician on site and, if necessary, the treating physician in Your Country of Domicile, with Your health condition being the sole decisive factor.
- Your Medical Repatriation or Medical Evacuation shall be deemed necessary if a Medical Practitioner
  - shall estimate that You are likely to be totally disabled in excess of four (4) weeks; and/or a.
    - b. shall certify that You should be Medically Repatriated or Medically Evacuated because local facilities are inadequate for the treatment of his condition, or his recovery will be substantially expedited thereby.

### What is not Covered

We shall not be liable for any claims attributable to:

- any payment due under any government scheme or arrangement;
- any expense which is provided by or would, be provided by any other existing similar insurance or scheme in **Your** name; or
- Medical Repatriation or Medical Evacuation within Your Country of Domicile.

### B. Of an accompanying person

### What is Covered

The organisation and payment of the transport of one *Insured Person* to accompany *You* to *Your* place of residence or to the hospital if *You* are transported or repatriated by *Us* as provided in Section 3, 2), A.

### C. Of the other insured persons

### What is Covered

Hospital visit

*Travel Expenses* of one person to travel from *Your Country of Domicile* if their presence with *You* is advised by a *Medical Practitioner* as necessary on medical grounds

*Travel Expenses* incurred by *You* and any one *Close Relative* or member of the *Travel Party* who has to remain or travel with *You* while injured.

#### Repatriation

If **We** carry out a **Medical Repatriation** of an insured person, **We** will also organise and pay for the repatriation of the family members insured and of one insured travel companion if the latter were to have to continue the **Journey** alone. If these persons choose so, **We** will reimburse the extra costs needed to continue the **Journey**, up to a maximum amount equal to the amount **We** would have incurred for their repatriation.

#### • Insured Children under 18 years old

If, due to medical reasons, **You** cannot take care of the insured children under 18 years of age accompanying **You** and no travel companion can take care of them, **We** will organise and pay for the transport going out and coming back of a person designated by the family or a hostess, from their place of residence in Belgium, to provide aid to the insured children under 18 years of age during the repatriation.

Lastly, **We** will organise and pay for the repatriation of the insured children under 18 years of age, if they cannot return as planned.

 Mortal Remains Abroad and outside a 50 kilometer radius of the Belgian border.

In case of burial or cremation in the **Country of Domicile**, **We** will organise and pay the repatriation of the remains from the place of death to the burial site in Belgium.

We will also pay for the post mortem treatment, including the coffin, for an amount up to the amount stated in the **Schedule of Benefits** per *Insured Person*. In such case, *We* are not responsible for the cost of the ceremony, burial or cremation.



Or **We** will pay for the local burial or cremation costs, for an amount of up to the amount stated in the **Schedule of Benefits** per **Insured Person**, if the heirs so prefer. These costs include the post mortem treatment and placing the body in a coffin, the coffin, local transport of the remains, the funeral or cremation, except for the memorial service, and repatriation of the urn.

Lastly, **We** will organise and pay for the repatriation of the **Insured Persons** if they cannot return as planned.

• During a trip within Belgium or within a 50 kilometer radius of the Belgian border.

**We** will pay for the repatriation of the remains from the place of death to the burial site in Belgium. **We** will not contribute toward the costs of the coffin, post mortem treatment, memorial service, funeral or cremation.

### D. Repatriation of the vehicle

### What is Covered

In the event of the repatriation or the death of an *Insured Person*, and if no other insured person can drive the vehicle, *We* will organise and take care of the return of the vehicle to the *Country of Domicile*. The choice of the means of transportation for the return of the vehicle belongs to *Us*.

Any fuel and toll charges, if any, shall be borne by You.

### E. Repatriation of luggage

### What is Covered

In the event of the *Medical Repatriation* or of an *Insured Person's* death abroad, *We* will organise and pay for the cost of transporting the *Insured Person's* luggage to their *Country of Domicile*.

### **3)** Taking charge of minor children

If **Your** accompanying children under the age of 18 are unable to care for themselves following a medical incident, **We** will organise and pay for the round trip for a person residing in the **Country of Domicile**, designated by the family to pick up children under 18 years of age and accompany them to their home in the **Country** of **Domicile**. This person's hotel expenses will be paid by **Us**, upon presentation of supporting documents.

If it is impossible to contact one of the above-mentioned persons, or if they are unable to make the trip, **We** will send a representative to take charge of the children and bring them back, in the country of residence, to the person designated by **You**.

### 4) Missed departure and delay

### What is Covered A. Missed Departure

*We* hereby agree with *You*, to the extent stated in the **Schedule of Benefits** and in the manner herein provided, to pay to *You* a percentage amount stated below of the limit shown in the schedule of Benefit, if at the commencement of, or during a *Journey* to or from *Your Country of Domicile, You* arrive at the designated international departure point too late to meet a reserved *Conveyance* due to the transport that *You* are travelling is being delayed or interrupted by one or more of the *Insured Events* as defined below:

- a) Up to 100% of the amount stated in the **Schedule of Benefits** for 'Missed Departure or Connection' to meet a reserved connection for travel from **Your Country of Domicile**, or
- b) Up to 100% of the amount stated in the **Schedule of Benefits** for 'Missed Departure or Connection' to reach the pre-booked accommodation outside **Your Country of Domicile**, or

c) Up to 50% of the amount stated in the **Schedule of Benefits** for 'Missed Departure or Connection' to meet a reserved connection for return travel to **Your** home in **Your Country of Domicile**.

### **B.** Delay

We hereby agree with You, to the extent stated in the Schedule of Benefits and in the manner herein provided, to pay to You an amount stated below should You experience a delay in Your travel, or incur reasonable Travel Expenses as a result of such a delay, due to one or more of the Insured Events as defined below:

- a) Up to 100% of the amount stated in the Schedule of Benefits for 'Delays to Your Journey' for any irrecoverable payments paid or contracted to be paid in respect of travel and accommodation in the event that You opt to cancel the Journey as a consequence of delay or interruption of at least twenty-four (24) consecutive hours, or
- b) Up to 100% of the amount stated in the Schedule of Benefits for 'Delays to Your Journey' (or currency equivalent at date of incurrence of delay) should the scheduled Conveyance on which You are booked for international travel be delayed, in accordance with the following:
  - i. 10% of the amount stated in the **Schedule of Benefits** for 'Delays to **Your** Journey' (or currency equivalent at date of incurrence of delay) for the first completed twelve (12) hour period of delay, and
  - ii. 5% of the amount stated in the **Schedule of Benefits** for 'Delays to **Your** Journey' (or currency equivalent at date of incurrence of delay) for each subsequent completed twelve (12) hour period of delay.

	Delay Period								
	12 hours	24 hours	36 hours	48 hours	60 hours	72 hours	84 hours	96 hours	108 hours
% of amount stated in the									
Schedule of Benefits for									
'Delays to Your Journey'									
payable to You	10%	15%	20%	25%	30%	35%	40%	45%	50%

	Delay Period									
	120 hours	132 hours	144 hours	156 hours	168 hours	180 hours	192 hours	204 hours	216 hours	228 hours +
% of amount stated in the										
Schedule of Benefits for										
'Delays to Your Journey'										
payable to You	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

**Insured Events** under this Section means strike, locked out workers, industrial action, riot or civil commotion, criminal act, fire, avalanche, landslide, earthquake, flood or **Accident** to or mechanical breakdown of scheduled public **Conveyance**, adverse weather conditions or volcanic ash making it impossible for **You** to travel on **Your** prebooked scheduled public **Conveyance**.

#### Conditions

- 1) A claim can only be made under one of the sub-sections under the "Missed Departure" or "Delay" Sections of cover in respect of each loss.
- 2) **You** must allow sufficient time for the transport **You** are travelling in to arrive and deliver **You** to the scheduled point of departure so that **You** can check-in according to the itinerary.
- 3) You must comply with the terms of contract of the travel agent, tour operator or provider of transport.
- 4) **You** must obtain confirmation from the carriers or their handling agents (in writing) of the number of hours of delay and the reason for the delay.

### What is not Covered

We shall not be liable to pay for any claims attributable to::

- 1) any of the contingencies specified under *Insured Events* if they had already started or been forecast before the original reservations were made;
- 2) the withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country;
- 3) additional costs where the scheduled public *Conveyance* operator has offered alternative travel arrangements;

- 4) in respect of Delay, any condition or set of circumstances known to **You** at the time of effecting this policy or booking a **Journey**, where such condition or set of circumstances could reasonably have been expected to give rise to a claim under this Sub-Section; or
- 5) the loss of **Your** passport or visa.

### **SECTION 4: PERSONAL LIABILITY**

### What is Covered

We hereby agree with You, to the extent stated in the Schedule of Benefits and in the manner herein provided, to pay to You up to an amount stated in the Schedule of Benefits, for any one Event or series of Events in all (including Legal Expenses), should You become legally liable to pay claims for accidental Bodily Injury to the public or accidental loss of or damage to property occurring during the Operative Time.

### Conditions

- 1) **You** must not make any admission of liability whatsoever, or make any arrangements, offer, promise or payment without **Our** written consent.
- 2) We shall be entitled, if We so desire, to take over and conduct in Your name, the defence of any claim or to prosecute in Your name for Our own benefit any claims for indemnity or damages or otherwise against any Third Party and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim. You shall, whenever possible, give all such information and assistance as We may require.

### What is not Covered

We shall not be liable to pay for any claims attributable to or arising out of:

- 1) accidental Bodily Injury to any member of Your Family or Household;
- 2) loss of or damage to property belonging to or in **Your** care, custody or control or any member of **Your Family** or **Household**;
- the ownership, possession or use of any horse drawn or mechanically propelled vehicle (other than golf buggies), aircraft, waterborne craft (other than sailboards, surfboards, canoes, rowing dinghies, foot or hand propelled paddle boats, and inflatable dinghies), firearms or animals;
- 4) the ownership, possession, occupation or use of lands or buildings; or
- 5) any profession, occupation or business or arising out of liability assumed under a contract, if such liability would not otherwise have attached.

### **SECTION 5: LEGAL EXPENSES**

### What is Covered

We hereby agree with You, to the extent stated in the Schedule of Benefits and in the manner herein provided, to pay to You up to an amount stated in the Schedule of Benefits, for Legal Expenses incurred by You or Your personal representative in the pursuit of a claim for damages against a Third Party who has caused accidental Bodily Injury to You or Your death during the Operative Time.

### Conditions

- 1) Claims must be notified to **Us** within sixty (60) days of the date of the occurrence giving rise to the claim.
- 2) We shall be entitled to nominate and appoint a legal representative to act on Your behalf and to have direct access to the legal representative at all times.
- 3) We reserve the right to withdraw cover at any stage in the following circumstances:
  - a. in respect of any loss where the time of occurrence starts prior to the Insurance Start Date.
  - b. before **Our** acceptance of a claim.
  - c. where **You** fail to give proper instructions in due time to **Us** or to the legal representative working on **Our** behalf;.
  - d. when **You** fail to comply with **Your** obligations to limit the damage suffered.
  - e. if **You** withdraw instructions from **Our** legal representative, fail to respond to **Our** legal representative or withdraw from the legal proceedings.
  - f. where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility.
  - g. Exceeding the amount shown in the **Schedule of Benefits** in respect of the indemnity, **We** will never indemnify **You** for more than the amount of shown in the **Schedule of Benefits**.
  - h. where the **Policyholder** should have realised when purchasing this insurance that a claim under this insurance might occur.



### What is not Covered

We shall not be liable to pay for any claims attributable to:

- 1) Legal Expenses incurred without Our written consent (which shall not be unreasonably withheld); or
- 2) actions against travel agents, tour operators, Us or Our agents, or Your Family.

### **SECTION 6: ADDS-ON**

### 1) Personal accident coverage

### What is Covered

Where this cover has been purchased and indicated on the **Policy Schedule** as in force **We** hereby agree with **You**, to the extent stated in the **Schedule of Benefits** and in the manner herein provided, that if during the **Operative Time You** sustain **Bodily Injury** caused by an **Accident**, **We** will pay to **You**, or to **Your** executors or administrators, an amount according to the **Schedule of Benefits**, after the total claim shall be substantiated under this **Policy**.

#### Limitations

- Multiple benefits shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one Accident;
- 2) the total sum payable under this *Policy* in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the **Schedule of Benefits**;
- 3) if death is covered and an *Accident* causes *Your* death within twelve (12) months following the date of the *Accident* and prior to the definite settlement of the benefit for disablement provided for under Section 6.2 to 6.7 of the **Schedule of Benefits**, benefit for death under Section 6.1 only shall be payable; and
- 4) Personal Accident Event Aggregate Limitation

If an **Event** involving more than one **Insured Person** gives rise to a claim under Section 6.1 (Personal Accident) which exceeds the **Event Aggregate Limit** for that section as stated in the **Schedule of Benefits**, each individual claim will be proportionately reduced until the total value of all claims does not exceed the **Event Aggregate Limit**.

### 2) Baggage

#### What is Covered

Where this cover has been purchased and indicated on the **Policy Schedule** as in force **We** hereby agree with **You**, to the extent stated in the **Schedule of Benefits**, and in the manner herein provided, to pay to **You** up to an amount stated in the **Schedule of Benefits** in the event of loss, delay of or damage to personal baggage, clothing, effects and **Money** (including reasonable expenses incurred as a result of loss of **Money**), during the **Operative Time**, subject to the limits stated in the **Schedule of Benefits**.

If personal baggage, clothing or effects are temporarily lost for more than twelve (12) consecutive hours by the carrier during the *Operative Time*, *We* will pay for the purchase of immediate necessities up to the amount stated as 'Immediate Necessities' in the **Schedule of Benefits**, but such payment will be deducted from the final claim if the loss becomes permanent.

#### Conditions

- 1) **You** shall, in the event of any loss or damage, take all reasonable steps to make a recovery for such loss or damage.
- 2) Theft cover is acquired on the condition that it is characterized, i.e. that there is a trace of burglary or physical violence. Police report will need to be provided.
- 3) If **You** purchase a comparable replacement for a lost or damaged article, **We** shall pay for the replacement cost, providing that such article was less than two (2) years old at the time, and that evidence of the original purchase is provided.
- 4) If You purchase a comparable replacement for a lost or damaged article that was more than two (2) years old, or if the article is not actually replaced, or evidence of the original purchase cannot be provided, payment shall be based upon the value of such article at the time of loss, or the cost of repair.
- 5) If **You** purchase immediate necessities due to effects temporarily lost, receipts must be provided.

### What is not Covered

We shall not be liable to pay for any claims attributable to or arising out of:

- 1) moth, vermin, wear and tear and gradual deterioration, or *Money* shortages due to error, omission or depreciation in value
- 2) **Money** not reported to the police within twenty-four (24) hours of discovery, and for which a police statement is not obtained;

- 3) confiscation or detention by customs or any other authority;
- 4) property otherwise insured;
- 5) any loss or damage to articles whilst in the custody of a carrier, unless reported to the carrier within twentyfour (24) hours and a report obtained, except **Valuables**, **Photographic Equipment** or **Money** which are not recoverable under this policy;
- 6) For any loss, theft or damage to items left **Unattended**, except (provided that it is a characterized theft) in a locked hotel room, safe, apartment or holiday home, as well as in **Your** vehicle provided the luggage is completely out of sight in a locked trunk;
- 7) electrical and/or mechanical breakdown; or.
- 8) the fraudulent use of credit cards, charge cards or banker's cards, if You have not reported the loss of the card to the issuing bank or company, and otherwise not complied with the terms and conditions under which the card was issued. Our liability shall be limited to any loss not covered by any guarantee given by the issuing bank or company to You.

### **General Exclusions**

We shall not be liable to pay for claims in any way caused or contributed to by or connected to:

- any disability or condition or *Illness* which originated prior to the commencement of this policy or of *Your* inclusion under this policy until a period of one (1) year has elapsed during which *You* have neither received nor required any treatment or advice by a *Medical Practitioner* or hospital for the said disability or condition or Illness, unless agreed in writing with *Us*;
- any *Journey* which is booked or commenced by *You* contrary to medical advice not to travel or to obtain medical treatment, or after a terminal prognosis has been made;
- 3) any health condition, where such condition has already been the subject of a claim under an earlier *Journey*;
- 4) any circumstance which could reasonably have been foreseen as likely to give rise to a claim by **You** at the commencement of the **Policy** or when the **Journey** was booked (whichever is the later);
- 5) pregnancy, childbirth or any medical complications resulting therefrom if **You** are, or would have been, pregnant for seven (7) months or longer at any point during a **Journey**;
- 6) any expenses incurred for persons under fourteen (14) days of age on the Journey;
- any part of any *Journey* which is booked or commenced in the knowledge that such *Journey* will exceed the maximum duration(s) shown within the *Operative Time*, unless disclosed to and accepted by Us;
- 8) Your deliberate exposure to exceptional danger (except in an attempt to save human life);
- 9) sports or leisure activities where there is a significant risk of *Bodily Injury* such as jet-skiing, bungee jumping, quad biking, rock climbing, free climbing, mountaineering normally requiring the use of ropes and guides, caving or potholing, rafting/kayaking/canoeing involving white water rapids in excess of grade 5, canyoning, scuba diving (if *You* are diving at a depth of more than 30 meters; or if *You* are not qualified for the dive undertaken or accompanied by a qualified instructor; or diving alone; or diving on or in wrecks; or cave or ice diving), motorsports or competitions, hunting on horseback, point-to-pointing and steeplechasing, equestrian competitions, yachting or boating outside coastal waters (20km limit), flying other than as a passenger and any other sports or leisure activity where there is significant risk of *Bodily Injury*.
- 10) Accidents on two wheeled motorised vehicles, unless the vehicle is 125cc or less and at the time of the Accident the driver is in possession of a current full driving license valid in the country they are operating the vehicle, is qualified, and the driver and any passengers are both wearing a safety crash helmet;
- 11) War, whether War be declared or not, hostilities or any act of War or civil War;
- 12) the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
- 13) nuclear reaction, nuclear radiation or radioactive contamination;
- 14) Your Kidnap, unless You have purchased the Universe Package;
- 15) You engaging in or taking part in armed forces service or operations;
- 16) Your suicide or attempted suicide or intentional self-injury or You being in a state of insanity;
- 17) venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
- 18) Your own criminal act;
- Your being under the influence of alcohol or drugs, other than those prescribed by a registered Medical Practitioner, but not for the treatment of drug addiction;
- 20) neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type;
- 21) any claims for expenses arising as a consequence of a loss (e.g. loss of earnings due to an **Accident**, change of locks due to lost keys and the like); or.
- 22) You travelling to a destination where the government of Your Country of Domicile is advising against travel.

### Additional dispositions

### **Excess Amounts/Excess periods**

No payment shall be made in any Section of this policy unless any *Excess* payment/period has been exhausted, the amount of which is detailed for each Section in the **Schedule of Benefits**.

### **Change in Risk Condition**

During the lifetime of the **Contract**, the **Policyholder** is obliged to declare new circumstance or change in circumstances of a nature to cause a significant and sustained increase in the risk of the occurrence of an insured **Event**.

If the risk of an insured **Event** occurring is increased to such an extent that, had the increased risk existed at the time of concluding the **Contract**, **We** would only have agreed on the insurance under other terms, **We** must propose an amendment to the **Contract** within a period of one month as from the date it becomes aware of the increased risk with effect backdated to the date of the increased risk. If the contract amendment proposal is refused by the **Policyholder**, or if at the end of a period of one month as from the receipt of such proposal the latter has not accepted the proposal, **We** may terminate the **Contract** within fifteen days.

If **We** provide proof that **We** would in no case have insured the increased risk, **We** may terminate the **Contract** within a period of one month as from the date **We** became aware of the increased risk.

If, during the lifetime of the contract, the risk of the insured **Event** occurring is significantly reduced to such an extent that if the reduction had existed when the contract was concluded the company would have granted the insurance under other terms, it will agree to reduce the premium to the appropriate level as from the date it becomes aware of the reduced risk. If the contracting parties do not agree on the new premium within a period of one month as from the request made by the **Policyholder** for a reduction, the **Policyholder** may terminate the contract.

### **Overlapping Insurance**

As per Article 99 of the Belgian Insurance Act, if the risk covered by this **Policy** is also covered by any other insurance or warranty, **You** can contact any of them for compensation. **You** will then be indemnified in the limits of their respective obligations.

*We* will only settle *Our* share of the claim or *We* may seek a recovery of some or all of *Our* costs from the other insurer.

**You** must give us any help **We** may reasonably need to assist **Us** with **Our** recovery. In the event of a claim **You** may be asked to provide details of any other insurance contract that might apply to this claim.

If **You** have separate insurance cover for losses which are not insured under this **Policy**, **You** must inform **Us** about any settlements **You** receive which are connected to any claim under this **Policy**. **You** must also tell **Us** about any claim **Your** other insurers bring for recover of sums paid by them.

### **Documents**

These General Policy Conditions, *Policy Schedule, Your* Application and any other written statement made by *You*, or on *Your* behalf, on which *We* have relied when accepting *Your* policy, shall constitute the entire contract between *You* and *Us*.

### **Communication with You**

**Your Policy** documents and related communications will be available to **You** in the Qover app and/or provided to **You** by email to **Your** nominated email address either as an attachment or as a secure website link. If **You** communicated to **Us Your** email address and agree to not receive the documents by post, then each electronic will be deemed to be received by **You** at the time it leaves **Our** information system. **You** have the right to request a paper version of all documents.

*We* may record any communication, including phone calls, in order to improve the quality of *Our* services, for training purposes or for fraud detection purpose.

# Fraudulent claims and Misleading information

**We** take a robust approach to fraud prevention in order to keep premium rates down so that **You** do not have to pay for other people's dishonesty.

Therefore,

- a. If You have deliberately concealed or deliberately provided incorrect information about the risk, which misled Us when assessing the risk, the Policy is null and void pursuant to article 59 of the Belgian Insurance Act;
- If You fraudulently did not respect your obligations in case of a claim pursuant to articles 74 to 76 of the Belgian Insurance Act;
- c. If **You** committed any other fraudulent act with the intention to mislead **Us**,

relevant sanctions may be applied.

In addition, before any indemnity or benefit is granted, one of *Our* clerks may personally call *You* in order to understand the circumstances of the loss. *You* will be required to answer a variety of questions and explain accurately and concisely the circumstances of the loss. Furthermore, this call will be recorded and the recording can be used internally to manage the claim, to detect fraud or for other broader risk profiling measures, in accordance with the *Applicable Data Protection Legislation*.

### **Customer care**

### **Our Obligations**

From the time when the coverage applies and within the limits thereof, We undertake to:

- a. manage the claim in the **Policyholder**'s best interests
- b. keep the **Policyholder** informed as the claim progresses
- c. pay the indemnity or benefit as soon as possible
- d. treat You fairly and professionally

### Payment

**You** must pay the **Premium** at the moment **You** request cover or an amendment (even in case of a deferred **Start Date**). The contract will never start and no amendment will be effective until **We** have received the payment of the **Premium**.

When adding a payment card to **Your** Qover Profile, the cardholder authorises **Us** to charge the card for monies that may become payable in respect of **Your Insurance Policy/Policies**.

Default of payment will be managed in accordance with article 69, 70, 71, 72 and 73 of the Belgian Insurance Act.

At renewal, payment needs to be paid prior to the due date.

In case of payment default at renewal, the following steps will be followed:

- 1. **We** will send **You** a formal notice either by serving a writ of summons or by registered mail. The formal notice will urge payment of the **Premium** within the term said notice stipulates. This term cannot be shorter than fifteen (15) days from the day following the serving or the day following the deposit of the registered mail.
- 2. The formal notice remains the date the **Premium** is due as well as its amount. It also remains the consequences following non-payment within the stipulated term, the starting point of the term, and provides that suspension of cover or termination of the **Policy** will take effect on the day following the last day of the term, without prejudice to the coverage of an insured **Event** which has previously occurred.
- 3. The suspension or termination of the *Policy* comes into force after expiry of the above-mentioned term.
- 4. If coverage has been suspended, the payment by **You** of **Premiums** ends this suspension.
- 5. If **We** have suspended **Our** obligation to provide coverage **We** can terminate the **Policy** if such right was reserved in the formal notice. In this case the termination comes into force after expiration of a term that cannot be shorter than fifteen days following the first day of suspension.
- 6. If **We** did not reserve such right in the formal notice to terminate the **Policy**, the termination can only occur through a new formal notice.
- 7. The suspension of the coverage does not detract from *Our* right to claim the *Premiums* due on a later date, on the condition that *You* have been delivered formal. In this case, the delivery of formal notice reminds of the suspension of cover. *Our* right is nevertheless limited to the *Premiums* of two successive years.

### If the Card does not have sufficient funds

It is the cardholder's responsibility to ensure that sufficient funds are available on the card when it is to be charged. The card must have sufficient funds to pay for **Your Insurance Policy/policies** when they are due and payable.

If a charge is rejected, the request for an *Insurance Contract* or an amendment will be denied and therefore *You* will not get any coverage from Qover. *You* will receive a notification that invites *You* to use another payment solution. The *Insurance Contract* will never start before Qover has received the full payment.

### **Charge errors**

If the cardholder believes there has been an error in charging the card, the cardholder should contact Qover as soon as possible so that Qover can resolve the matter.

If Qover finds that the card has been incorrectly charged, Qover will arrange for the cardholder's financial institution to reverse the charge accordingly. Qover will also notify the cardholder in writing of the amount by which the charge to the card has been reversed.

If the Qover find that the card has not been incorrectly charged, Qover will provide the cardholder with reasons and copies of any evidence for this finding.

All enquiries the cardholder may have about an error made in charging the card should be directed to Qover in the first instance so that Qover can attempt to resolve the matter. If Qover cannot resolve the matter, the cardholder may contact their financial institution to complete and lodge a complaint.

### Changes by the Cardholder

The cardholder may change or stop charges to the card at any time by contacting Qover. **We** must receive this notification at least 15 business days prior to the due date of the next charge to the card (if applicable).

Alternatively, the cardholder may request a stop or cancellation by contacting their financial institution directly.

The cardholder must inform Qover if the card is cancelled.

### General

Any notice We are required to give the cardholder in writing will be sent to the electronic address You provided to Us.

The cardholder fully indemnifies Qover against any losses, costs, damages and liability that Qover suffers because of false or incorrect information given to them about the card or anyone authorised to use the card. This indemnity continues after this agreement ends.

### Overview of the conflict of interests policy

Qover is an insurance agent conducting business in the European Economic Area and based in Belgium.

Qover is potentially exposed to conflicts of interest resulting from exercising its various activities. Considering that protecting its customers' interests is a key priority, Qover has developed a general policy to enable its administrators, directors and members of personnel to protect themselves against this risk as much as possible.

A conflict of interest is a conflict that occurs when one or more people or entities have contradictory interests that could result in a potential Loss for the customer. Conflict of interest is a complex concept. It can occur between Qover, its administrators, senior managers, employees, business providers and other service providers and subcontractors on the one hand, and its customers on the other hand, as well as among their shared customers.

Qover SA/NV has identified potential conflicts of interest in all its activities and **You** can find **Our** conflict of interest policy on **Our** website at <u>www.qover.be</u>.

### **Jurisdiction / Disputes**

The **Insurance Contract** is subject to Belgian law. Any dispute relating to the formation, validity, execution, interpretation or termination of this contract is the exclusive jurisdiction of the Belgian Courts.

### **Sanction Limitation and Exclusion**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. Sanctions of the United States of America only apply insofar as they do not violate European or local regulations.

### **Data protection**

#### Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance.

### The basics

*We* collect and use relevant information about *You* to provide *You* with *Your* insurance cover or the insurance cover that benefits *You* and to meet our legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect our ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. *We* will only disclose **Your** personal information in connection with the insurance cover that *We* provide and to the extent required or permitted by law.

#### Other people's details you provide to us

Where You provide Us or Your agent or broker with details about other people, You must provide this notice to them.

#### Want more details?

For more information about how *We* use *Your* personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

#### Contacting us and your rights

**You** have rights in relation to the information **We** hold about **You**, including the right to access your information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of our full privacy notice(s), please contact **Us**, or the agent or broker that arranged **Your** insurance who will provide **You** with our contact details at:

#### QOVER SA/NV

Rue des Palais 44 - 1030 Brussels

email to privacy@qover.com

phone (+32) 2 588 25 50

### Consent

In certain circumstances **We** may need **Your** consent to allow **Us** to process medical or sensitive data concerning both **Your** person and that of the beneficiaries, to the extent necessary for the pursuit of the purposes the management of the assistance, the management of the expenses and the accounts of assistance and management of possible litigation. To do this **We** will require **Your** explicit consent, collected from **You** while sending **Us** the sensitive data. **You** do not have to give **Your** consent. However, if **You** do not give **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

### **Changes by Us**

If **We** change the non-essential conditions of coverage, this will only be done on **Your** next due date. Upon receipt of a change notice, **You** may terminate **Your** Policy if **You** are not satisfied with the changes.

### Definitions

### ACCIDENT

Means a sudden, unexpected, external, unusual, specific event which occurs at an identifiable time and place during the **Period of Insurance**.

Accident shall also include disappearance. If *You* are not found within twelve (12) months of disappearing, and sufficient evidence is produced to *Us* that leads *Us* inevitably to the conclusion that *You* have sustained *Bodily Injury* which has caused *Your* death, *We* shall forthwith pay any death benefit, where applicable, under Section 1, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to *Us* if the *You* are subsequently found to be living.

### APPLICABLE DATA PROTECTION LEGISLATION

Means (i) the Law of 8 December on the protection of privacy with regard to the processing of **Personal Data** and its implementing regulations and (ii) as from its entry into force, the General Data Protection Regulation (EU) 2016/679, the European delegated acts and implementing legislation and the national secondary legislation.

### **BLACKMAIL**

Means the demand of money, property or services from **You** in return for not revealing compromising or injurious material information

### **BODILY INJURY**

Means an identifiable physical injury which:

- is caused by an *Accident*, and
- solely and independently of any other cause, except *Illness* directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions **Your** death or disablement within twelve (12) months from the date of the *Accident*; and
- which is observed or diagnosed by a *Medical Practitioner*.

### **CANCELLATION OR CURTAILMENT LIMIT**

Means the maximum amount for which **We** can be held liable in respect of all claims under **section 3** for loss and expense arising out of any one **Event**.

### **CHILD ABDUCTION**

Means the wrongful and illegal holding of a child, without prior consent from a legal guardian, taken from **Your** care without a demand for a **Ransom**.

### **CLAIM ADJUSTER**

Means the following third party that is mandated by **Us** to manage **Your** claim:

VAN AMEYDE BELGIUM BV – RPM 0480.233.934 – Posthoflei 3, box 7 – 2600 Antwerp – BELGIUM.

### **CLOSE RELATIVE**

Means any of the following who is under eighty five (85) years of age and resident in the **Your Country of Domicile:** the **Your** husband or wife (or de facto **Partner** with whom the **You** are living permanently at the same address), **Dependent Children**, parent, grandparent, brother, sister, parent-in-law, son/daughter-in-law, grandchild or fiancé(e).

### **CONVEYANCE**

Means a ship, aircraft, bus, train, or similar means of transport which operates under a scheduled published timetable.

### **COUNTRY OF DOMICILE**

Means the country in which **You** are normally residing for work and/or lifestyle purposes prior to the commencement of a **Journey.** 

### **CRISIS EVENT**

Means any unstable and dangerous situation which has directly caused or has the potential to cause serious bodily harm to or death of an *Insured Person*, with little or no warning, as listed below:

- **Political Threat** / upheaval including **War**, riot, rebellion, revolution, invasion
- Wrongful Detention / Kidnapping / Blackmail / Extortion
- Violent Crime / malicious attack
- Natural disasters
- Act of Terrorism
- Civil commotion
- Bomb explosion
- Child Abduction
- Disappearance
- Hijack

### **DEPENDENT CHILDREN**

Means all children under eighteen (18) years of age, or under twenty-seven (27) years of age if in full time education, insured under this policy and who normally reside with, and are travelling with, an adult insured under this policy, or travelling with a guardian over the age of twenty-five (25) years.

### **DATA CONTROLLER**

Means **Us** and/or the Qover who, alone or jointly with others, determine the purposes and means of the processing of **Personal Data**.

### DISAPPEARANCE

Means when an *Insured Person* has been missing during the *Period of Insurance* for a period exceeding [forty-eight (48)] hours from the last confirmed contact with such *Insured Person* 

### **EXCESS**

Means the amount **You** will have to bear **Yourself** and pay towards each claim under this **Policy**.

### **EMERGENCY ASSISTANCE COMPANY**

Means Allianz Global Assistance S.A.

### **EVENT**

Means a sudden, unforeseen and identifiable occurrence. All occurrences or series of occurrences arising from or attributable to one source or original cause will be regarded as a single occurrence where they occur within a fifteen (15) km radius and within twenty-four (24) consecutive hours of the one source or original cause.

### **EVENT AGGREGATE LIMIT**

Means Our maximum liability in respect of all claims for **Bodily Injury** arising out of any one **Event**.

### **EXTORTION**

Means a threat or series of threats to *Kidnap*, cause *Bodily Injury* or *Property Damage*, or disclose or use *Your* information, including any personal, private, or confidential information about *You* for the purpose of demanding a *Ransom* as a condition not to carry out such threat.

### FAMILY

If the "family" option is selected, a single policy can insure the following persons:

- the members of a family, i.e. the insured party, his/her (actual or legal) spouse and their ascendants and descendants in the direct line living under the same roof;
- the unmarried children of that family who, because of their studies, are residing elsewhere in Belgium but whose official place of residence is still the family home;
- the children of that family who were born into or adopted by the family during the insurance year. Qover must be informed of their identity. Adopted children of foreign origin are only insured as of the day of their arrival in Belgium;
- children who are dependents for fiscal purposes and are not living under the same roof;
- underage children from a dissolved marriage not living under the same roof who are also travelling on the same *Journey*;
- underage children of the family, born from a dissolved marriage, who are not living under the same roof, who are travelling on the same trip but whose parents are not;
- the grandparents of the underage children of the family, who are not living under the same roof, if the parents of these underage children are not taking part in the same *Journey*;
- underage grandchildren who are travelling with You.

### **HIJACK**

Means the unlawful seizure or wrongful exercise of control of an aircraft or *Conveyance* or the crew thereof, in which the *You* are travelling as a passenger.

### HOUSEHOLD

Means any relative and any dependent person in **Your** care who dwell under the same roof with **You**.

### **ILLNESS**

Means a sickness or disease of the *Insured Person* which first manifests itself during the *Period of Insurance* and occasions the total disablement of the *Insured Person* within twelve (12) months after manifesting itself.

### **INSURANCE CONTRACT, POLICY, POLICIES**

Means the combination of these General Policy Conditions and the **Policy Schedule** signed by **Us**.

### **INSURANCE END DATE**

Means the earliest of the following dates:

- the End date shown in the Policy Schedule;
- the date of cancellation of this **Policy**;
- the date **You** ceased to be resident or domiciled in Belgium.

### **INSURANCE START DATE, START DATE**

Means the commencement date shown in the **Policy Schedule**.

The guarantee takes effects at 00.00.01 on the **Start Date** stated in the **Policy Schedule**.

As part of *Our* commitment to "treat customers fairly" *You* can defer the *Start Date* of *Your* insurance up to maximum of 120 days.

### JOURNEY

Means any travel undertaken from the time **You** leave home at the commencement of a journey during the whole time away and until return to **Your** normal place of residence..

The guarantee will only be valid outside of Belgium for the first ninety (90) or hundred eighty (180) days of **Your** stay abroad depending on the plan **You** choose.

### **KIDNAP**

Means the unlawful actual, attempted or alleged taking captive, abduction, or detention of **You** against **Your** will.

### **LEGAL EXPENSES**

Means:

- a) Any reasonable fees, expenses and other disbursements necessarily incurred with *Our* written consent by a legal representative appointed by *You*.
- b) Any costs for which You are legally liable following an award of costs by any court or tribunal and any costs following an out of court settlement made in connection with any claim or legal proceedings.

### LOSS OF LIMB

Means the permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.

### LOSS OF SIGHT

Means the total loss of sight which will be deemed to have occurred:

- a) in both eyes when the condition is shown to Our satisfaction to be permanent and without expectation of recovery and **Your** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and We are satisfied that the condition is permanent and without expectation of recovery.

#### **MEDICAL EXPENSES**

Means the reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified *Medical Practitioner* and all hospital, nursing home or ambulance charges. Dental, optical expenses and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

#### **MEDICAL PRACTITIONER**

Means any registered, qualified, practicing member of the medical profession, who is not connected with or related to **You**.

# MEDICAL REPATRIATION AND/OR MEDICAL EVACUATION

Means transportation of **You** to an appropriate hospital or nursing home or to **Your Country of Domicile** if recommended by **Us** in conjunction with the local attending **Medical Practitioner** in case of an **Accident** or death.

## MEDICAL REPATRIATION AND/OR MEDICAL EVACUATION EXPENSES

Means *Travel Expenses* necessarily incurred in respect of *Medical Repatriation* and/or *Medical Evacuation*.

### MISSED DEPARTURE

Means the failure of a *Conveyance* in which *You* are travelling to reach its destination point at the published expected time of arrival resulting in *You* missing the first *Conveyance* at the beginning of a *Journey* which involves travel outside *Your Country of Domicile*. This includes missed international connections in which *You* miss an onward connecting *Conveyance* on which *You* were booked to travel in the course of *Your Journey*.

#### MONEY

Means:

 Cash, bank or currency notes, traveller's cheques, passports, green cards, petrol coupons or travel tickets, and b) Credit cards, charge cards, or banker's cards, resulting in the fraudulent use thereof.

In respect of foreign currency and traveller's cheques only, cover shall be effective from the time of collection from a bank or travel agent or from three (3) days prior to commencement of a *Journey*, whichever is the later, and up to two (2) days after completion of a *Journey*, or time of conversion or encashment, whichever is the earlier.

### NATURAL CATASTROPHE

Means an *Event* caused by a natural phenomenon including earthquake, flood, hurricane, landslide, tornado, tsunami, volcanic eruption or wildfire.

### **OPERATIVE TIME**

Means the period of time and/or activities for which **You** are covered under this policy as stated in the **Schedule of Benefit**. Coverage applies to:

- a) **You** if **You** are under seventy-six (76) years of age at the commencement of the Period of Insurance,
- b) Journeys with a destination outside the Country of Domicile;
- *Journeys* with a destination within the *Country of Domicile* provided such Journeys involve at least one(1) night accommodation that has been booked before commencement of the Journey;
- Journeys not exceeding the number of consecutive days stated in the Policy Schedule;
- e) A period between the expiry of the *Policy* and *Your* return to *Your Country of Domicile* or twenty-one (21) days, whichever is the earlier, if *You* have not been able to return to *Your Country of Domicile* before the expiration of a *Journey* for reasons which are beyond *Your* control, and this shall be at no additional premium.

#### PARTNER

Means the spouse or any person who has co-habited with **You** for at least six (6) consecutive months.

### **PERSONAL DATA**

Means any information about an identified or identifiable natural person; identifiable means a natural person who can be identified directly or indirectly, namely by means of an identifier such as a name, an identification number, location data, an online identifier or by one or more elements which are characteristic for the physical, physiological, genetic, psychic, economic, cultural or social identity of that natural person.

This information may include more sensitive details such as information about *Your* health and any criminal convictions *You* may have.

#### **PERIOD OF INSURANCE**

Means the period between the *Insurance Start Date* and the Insurance annual due date. The contract duration is 1 year (with automatic renewal).

Example 1: A 1-year contract bought on 01/01/2018 at 13h59, will start at 00h00min01sec on 02/01/2018 and

will automatically be renewed at 00h00min00sec 02/01/2019.

Example 2: A 1-year contract bought on 01/01/2018 at 13h59 with a differed **Start Date** (e.g. 3 days later), will start at 00h00 on 03/01/2018 and will automatically be renewed at 00h00min00sec 03/01/2019.

### PERMANENT TOTAL DISABLEMENT

Means any disablement which entirely prevents **You** from attending to any business or occupation for which **You** are reasonably suited by training, education or experience and which lasts twelve (12) months and at the end of that period is beyond hope of improvement.

### PHOTOGRAPHIC EQUIPMENT

Means any cameras, camcorders, or their reasonable accessories.

#### POLICYHOLDER

Means the person (including legal person) specified on the **Policy Schedule**, who has been accepted for cover under the **Insurance Policy** and who has paid the **Premium** (and has not cancelled the **Policy**). The **claim** pay-out will only be paid to the **Insured Person**.

### **POLICY SCHEDULE**

Means the part of this insurance that contains the details of **You**, the **Period of Insurance**, the chosen formula, the **Insured Persons**, and the **Premium** as well as other specific limitations, conditions and contact details.

### **POLITICAL THREAT**

Means the threat to cause physical harm to any **Insured Person** by a person or group:

- acting as an agent of or with tacit approval of any government or governmental entity; or
- acting or purporting to act on behalf of any political terrorist or insurgent party, organisation or group.

#### **PREMIUM / INSURANCE PREMIUM**

Means the amount payable by the **Policyholder** (and any taxes or charges thereon) for this coverage under this **Insurance Policy**.

### **PURCHASE DATE**

Means the date on which **You** finalised the payment of the **Insurance Premium**. By finalising the payment, **We** mean that the payment has been authorised. Purchase is always done remotely.

#### RANSOM

Means cash and/or marketable goods, property, monetary instruments, securities or services

surrendered or to be surrendered by or on behalf of **You** to meet a **Kidnap**, **Extortion** or **Hijack** demand.

#### **TERRITORIAL LIMIT**

Means worldwide.

### THIRD PARTY

Means any person other than **You**, your **Family** or **Household** 

### **TRAVEL EXPENSES**

Means all reasonable costs necessarily incurred for room only accommodation and a one-way economy ticket per person and their respective baggage for the most appropriate method of transport.

### **TRAVEL PARTY**

Means any friends, or relatives who are travelling with **You** to the same destination.

### UNATTENDED

Means an article (other than baggage left in the custody of a Conveyance) not close enough to **You** for the **You** to prevent unauthorised interference with such article by a *Third Party*.

### US, OUR, WE

Means Endurance at Lloyd's, Limited.

#### VALUABLES

Means any spectacles, sunglasses, contact or corneal lenses, watches, furs, jewellery, precious metals and video, audio and computer equipment including accessories.

#### WAR

Means armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, armed hostilities, rebellion, revolution, insurrection, or military or usurped power.

### WRONGFUL DETENTION

Means the arbitrary or capricious act of confining or detaining, for a period in excess of twenty four (24) hours, of an *Insured Person* against his/her will for whatever reason, whether by local governmental authorities or those purporting to act on behalf of local governmental authorities, or by those acting or purporting to act on behalf of any insurgent party, organisation or group. A **Wrongful Detention** in which more than one **Insured Person(s)** is detained will be considered a single **Wrongful Detention**.

# YOU, YOUR, YOURSELVES, INSURED PERSONS

Means all person(s) named in the *Policy Schedule* as the Insured.