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## Section I - Definitions

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### **Insured party(ies)**

Any natural person to whom the insurance applies.

### **Beneficiary**

In the event of the death of the Insured due to bodily injury, unless another person has been designated by him, the non-divorced or non-legally separated spouse, or the partner, otherwise the children in equal shares, otherwise the other legitimate heirs of the Insured in the order established by the Civil Code, with the exception of the State.

In other cases the sums due shall be paid to the Insured.

**Persons who intentionally cause bodily injury are excluded from benefiting from the insurance.**

### **Company**

**Chubb European Group SE**, insurance company registered under FSMA Code number 2312.

### **Consolidation**

Time when the injuries are fixed and become permanent such that treatment is no longer necessary, unless it is to avoid deterioration, and it becomes possible to assess some degree of permanent invalidity representing a definitive injury.

### **Foreign country**

Any country except the country where the Insured legally resides.

### **Outpatient costs**

The costs incurred by the Insured following a medical consultation with a view to a treatment not requiring a stay in hospital as well as the pharmaceutical costs.

### **Hospitalisation costs**

Any costs relating to a stay in hospital in order to undergo treatment.

### **War**

War, invasion, foreign enemy act, civil war, rebellion, insurrection, takeover or usurpation of power by the military, any event of collective violence with the same catastrophic nature as war.

### **Permanent invalidity**

Permanent reduction of physical, psychosensory or intellectual ability of the victim. Such invalidity may be total or partial.

### **Bodily injury**

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Injury caused by an accident which, alone and independently of any other cause, gives rise to a warranty within three years from the injury.

The following is not a bodily injury: a physical or mental illness, any condition that occurs naturally, any cause which occurs gradually and any post-traumatic mental illness, unless this is a direct consequence of an insured bodily injury.

**Place of residence**

The country where the Insured has his permanent legal residence.

**Illness**

Any alteration of health recognised by a competent medical authority and whose origin cannot be attributed to a bodily injury.

Illnesses and/or abnormalities that existed before or exist at the time the cover is taken out and which at the time were known to the Insured, or ought reasonably to have been known to him because of the symptoms of said illness or abnormality, are not considered to be an illness under this contract.

**Physician**

Any medical doctor legally recognised in the art of healing.

**Policyholder**

The natural or legal person who enters into the contract and undertakes to pay the premiums.

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## Section II – Scope of warranties

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### Article 1. Subject of the insurance

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Through this contract, the Company undertakes to extend to the Insured person or persons the warranties stipulated in the Special Conditions and General Conditions.

Unless otherwise specified, the coverage applies worldwide.

### PART A. BODILY INJURIES

#### Article 2. Death

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When an Insured suffers a bodily injury and dies as a consequence thereof within 3 years of its occurrence, the Company shall pay to the Beneficiary the sum indicated in the Special Conditions.

Extension: If the Insured dies and it is reasonable, after a period of six months, to assume that he has died due to a bodily injury, the Company shall pay the sum insured, subject to a written and signed undertaking stating that if facts subsequently prove otherwise, the indemnity shall be reimbursed to the Company.

#### Article 3. Permanent invalidity

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When an Insured suffers a bodily injury and it is established that it has caused him partial or total invalidity, the Company shall pay to the Insured the sum insured specified in the Special Conditions corresponding to the degree of physiological invalidity recognised in the Insured based on the “Official Belgian Invalidity Scale”. The degree of invalidity is established as soon as the condition of the Insured has consolidated and no later than three years from the date of the claim event.

Degrees of invalidity are established irrespective of any professional or educational considerations.

Anatomical loss of limbs or organs whose faculty was already lost before the claim event cannot give rise to compensation.

Injuries to limbs or organs already with an invalidity are only compensated for the difference between the state before and after the claim event.

The evaluation of injuries to a limb or organ cannot be influenced by the pre-existing state of invalidity of another limb or organ.

If several limbs or organs are affected by the same claim event, the degrees of invalidity shall accumulate but may not exceed 100%.

In the event of accidental death before consolidation of invalidity, only the capital provided in case of death shall be paid, less any sums which may have been advanced for the invalidity.

There is no accumulation of death and invalidity warranties when they result from the same claim event.

#### Article 4. Cost of treatment

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If, following an illness or accident, the Insured must deal with treatment costs, the Company shall pay the Insured for all the expenses up to the amounts provided for in the Special Conditions.

**Treatment costs:** medical, surgical, pharmaceutical, transportation costs for medical reasons and hospitalisation costs abroad incurred reasonably, provided they relate to the care given and prescribed by a local physician. The Company shall pay these costs only after the Social Security or any other insurance policy covering the same risk has been exhausted.

All costs related to dental or optical care are excluded, unless they are the result of an accident or an emergency. For outpatient costs, a €25 excess will be deducted per claim, per person.

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## **Cost of treatment following assistance abroad**

The Company will pay up to a maximum of €3,720 for treatment costs incurred in the country of residence following an emergency repatriation if they are reasonably incurred within one year of the date of repatriation. This indemnity will be paid after the Social Security or any other insurance policy covering the same risk has been exhausted.

## **Exclusions**

Any expenses incurred due to the following are excluded:

1. suicide, attempted suicide or acts intentionally caused or provoked by the Insured or by the Beneficiary of the contract. The following is treated as an intentional act: a fraudulent, malicious or deceitful action or a wrongful act which, due to its severity, is equated with deceit;
2. intoxication when the blood alcohol level is equal to or higher than that legally permitted in the country where the claim event took place;
3. the use of drugs without medical prescription, unless it is established by the Insured or by the Beneficiary that the offending state is not the cause of the bodily injury;
4. nuclear risk, acts of war, unless such acts of war surprise the Insured who is abroad, in which case coverage shall be granted for a maximum of 14 days from the occurrence of these events. The Insured is never covered as a soldier in any army;
5. crimes or offences, acts of terrorism or sabotage in which the Insured takes an active part;
6. piloting aircraft or any aeronautical activity except as a fare-paying passenger;
7. participation in and training for equestrian competitions, bicycle races and speed races using motorised vehicles;
8. professional practice of any sport, that is to say where earnings as a professional athlete exceed 25% of the annual salary;
9. pregnancy or childbirth of the Insured, abortion and its complications;
10. mental illnesses, any post-traumatic mental illnesses and sexually transmitted diseases;
11. periodic inspections or preventive examinations;
12. cures for personal reasons;
13. cosmetic surgery, except following bodily injury.
14. damage to spectacles, contact lenses or hearing aids.

## **PART B. TRAVEL ASSISTANCE**

### **Article 5. Assistance**

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Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662 and is supervised by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. Chubb European Group SE, Belgium Branch, Chaussée de la Hulpe 166, 1170 Brussels, company number BE0867.068.548. In Belgium it falls under the conduct of business rules of the Financial Services and Markets Authority (FSMA). Code NBB/BNB 2312. Citibank (Euro-account) 570-1218055-84, IBAN: BE03570121805584, BIC: CITIBEBX.

The assistance warranties under this article are provided by Chubb European Group SE. The organisation and performance of said services have been entrusted to Chubb Assistance.

**Product code to communicate: 0005042381.**

### ***Assistance service conditions***

A. Chubb Assistance shall make every effort to assist the Insured in the course of specified events, private or educational. These events are covered during the period of validity of the contract within the territorial scope of the contract and the guaranteed amounts, including taxes.

B. The choice of the most appropriate means of transportation is up to Chubb Assistance; if the distance to be travelled is less than 1,000 km, the preferred means of transport will be by rail (1st class); if the distance to be travelled is greater than 1,000 km, the preferred means of transport will be by air (economy class), unless otherwise provided in the contract.

C. Any benefits not claimed at the time of the event or those refused by the Insured or arranged without the consent of Chubb Assistance shall not give a posteriori entitlement to reimbursement or an indemnity.

The event must be reported to Chubb Assistance as soon as it has occurred and confirmation by the local authorities or the assistance agency must be submitted.

Exceptions from this rule are:

- the cost of search and rescue;
- the cost of transportation of the injured Insured on the ski slope;
- medical expenses incurred abroad without requiring hospitalisation, up to a maximum of two medical visits per year of warranty and on production of a medical certificate;

### ***Benefits***

#### **1. Assistance following a medical incident**

In the event of a medical incident, the Chubb Assistance medical team shall contact the on-site attending physician when first called upon in order to take action in the conditions best suited to the condition of the Insured.

In all cases, the administration of first aid shall be carried out by the local authorities.

#### **2. Sending a physician on site**

If the Chubb Assistance medical team deems it necessary, Chubb Assistance shall instruct a physician or a medical team to go to the Insured in order to better judge what steps to take and to organise them.

#### **3. Repatriation or transportation following a medical incident**

If the Insured is hospitalised following a medical incident and the Chubb Assistance medical team deems it necessary to transfer him to a medical centre which is better equipped, more specialised or closer to home, Chubb Assistance shall organise and cover the repatriation or medical transfer of the sick or injured Insured, under medical supervision if necessary, and depending on the severity of the case by:

- rail (1st class);
- ambulance;
- scheduled flight, economy class with special fittings if necessary;
- air ambulance.

Chubb Assistance shall also cover the costs of transportation of a relative of the Insured when, according to medical opinion, moral support is needed.

If the condition of the Insured does not require hospitalisation, he shall be transported home.

If the event occurs outside of Europe and bordering Mediterranean countries, the transportation shall be by air only.

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The decision about transportation and the resources to implement shall be made by the Chubb Assistance physician based solely on technical and medical requirements. The Chubb Assistance physician must give consent before any transportation.

Chubb Assistance shall organise and cover the transportation of an Insured in order to accompany the repatriated Insured to the place of hospitalisation or to the residence of the repatriated Insured.

#### **4. Assistance following hospitalisation of an Insured travelling alone**

Where the Insured travelling alone is hospitalised following a medical incident and the physicians appointed by Chubb Assistance advise against him being transported in the first 5 days, or 2 days if the Insured is under the age of 16, Chubb Assistance shall organise and cover a return trip by a family member or relative residing in the country of residence to go to the Insured. In the event of hospitalisation of an Insured below the age of 16, Chubb Assistance shall organise and cover a return trip by 2 family members or relatives.

#### **5. Extension of stay of the Insured**

Chubb Assistance shall pay the cost of extending the stay of a sick or injured Insured person at a hotel if, by medical order of a competent medical authority, he is not to undertake the journey back on the originally scheduled date. The decision to extend must be approved in advance by the Chubb Assistance physician. These costs are limited, per medical incident, to a maximum of €300 per night per room for up to 10 days.

#### **6. Repatriation of other Insureds**

In the event of the repatriation of an Insured, Chubb Assistance shall organise and cover the return of other Insureds to their home or their onward travel. The "onward travel" warranty is limited to the cost of the repatriation of the Insureds to their home.

It shall apply as long as the other Insureds cannot use the same means of transport as for their outward trip or the means initially planned for their return.

#### **7. Transportation/repatriation of luggage**

In the event of the repatriation of an Insured, Chubb Assistance shall organise and cover the cost of transporting luggage to the home of the Insured.

#### **8. Funeral repatriation**

##### **8.1. In the event of a burial or cremation in the country of residence**

If the family decides on a burial or cremation in the country of residence, Chubb Assistance shall organise the repatriation of the mortal remains and cover:

- the cost of funeral treatment;
- the cost of placement in coffin on site;
- the cost of the coffin up to €3,000 maximum;
- the cost of transporting the mortal remains from the place of death to the place of burial or cremation.

The cost of the ceremony and burial or cremation are not covered by Chubb Assistance.

##### **8.2. In the event of burial or cremation abroad**

If the family decides on a burial or cremation abroad, Chubb Assistance shall organise and cover the same benefits as those mentioned above in point 8.1.

The involvement of Chubb Assistance is, in any event, limited to expenses that would entail the return of the mortal remains to the country of residence. The choice of companies involved in the repatriation process shall be exclusively determined by Chubb Assistance.

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## **9. Assistance with formalities following a death**

Chubb Assistance shall assist relatives in the following steps:

- putting them in contact with firms of undertakers;
- assistance in the drafting of announcements;
- advice about the necessary steps especially with the municipal authorities;
- at the request of the heirs, search for a real estate agency to manage the real estate.

## **10. Early return of an Insured**

If the Insured has to interrupt his trip abroad due to:

- death or hospitalisation of more than 48 hours, following an unexpected medical incident in the country of residence, of the spouse, father, mother, brother, sister, child or grandparents;

Chubb Assistance shall organise and cover the return trip of the Insured to his home or the place of burial or cremation in the country of residence.

The warranty shall be granted only on presentation of a certificate of death or hospitalisation.

## **11. Search and rescue costs**

Chubb Assistance shall reimburse the costs of search and rescue to safeguard the life or physical integrity of an Insured up to a maximum of €15,000 per claim event provided the rescue is the result of a decision taken by the competent local authorities or official emergency agencies.

## **12. Advance of hospitalisation costs**

On request, Chubb Assistance shall advance the costs of hospitalisation abroad following a medical incident.

## **13. Sending urgent messages**

If the Insured so requests, Chubb Assistance shall send free of charge to anyone urgent messages related to the warranties and insured benefits.

Generally, the sending of messages is subject to justification of the request, clear and explicit formulation of the message to be sent and a precise indication of the name, address and telephone number of the person to be contacted.

Any text resulting in criminal, financial, civil or commercial liability shall be sent at the sole liability of the author, who must be able to be identified. Its content must be consistent with Belgian and international legislation and may not render Chubb Assistance liable.

## ***Legal assistance***

### **14. Legal fees abroad**

If the Insured is the subject of legal proceedings abroad, Chubb Assistance shall pay the fees of a lawyer freely chosen by the Insured up to a maximum of €3,000 per Insured. Chubb Assistance shall not intervene for judicial proceedings in the country of residence following any action taken against an Insured abroad.

The Insured undertakes to reimburse Chubb Assistance the amount of fees within two months of the request made by Chubb Assistance.

### **15. Advance of bail abroad**

If the Insured is the subject of legal proceedings abroad, Chubb Assistance shall advance him the amount of bail required by the authorities up to a maximum of €30,000.

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The bail must be reimbursed to Chubb Assistance as soon as it is returned by the authorities and, in any event, no later than two months from the date of the advance.

### ***Travel assistance abroad***

#### **16. Assistance in the event of loss or theft of identity or travel documents**

In the event of the loss or theft of identity or travel documents, Chubb Assistance shall provide the Insured with the details of the closest tourist offices, embassies and consulates.

#### **17. Assistance in the event of loss or theft of travel tickets**

In the event of the loss or theft of travel tickets and after the Insured has reported the facts to the local authorities, Chubb Assistance shall provide the Insured with the tickets necessary to continue his journey or return to his home, with the latter being responsible for reimbursing the price of the tickets to Chubb Assistance within two months of it being provided.

#### **18. Assistance in the event of loss or theft of luggage**

In the event of loss or theft of luggage, Chubb Assistance shall send the Insured information about the procedure to follow for reporting the theft or loss of luggage.

At the request of the Insured, Chubb Assistance shall organise and also cover the sending of a suitcase of replacement personal items whose weight is limited to 20 kg.

The suitcase must first be delivered to the head office of Chubb Assistance and be accompanied by a detailed inventory of its contents.

#### **19. Assistance in the event of loss or theft of cheques, bank or credit cards**

In the event of loss or theft of cheques or bank or credit cards and after the fact has been reported to the local authorities, Chubb Assistance shall work with financial institutions to take the necessary protective measures. The Insured must, under pain of forfeiture of the warranty, report the loss or theft to the competent local authorities.

Chubb Assistance cannot in any case be held liable for the wrongful or erroneous transmission of the information provided by the Insured.

#### **20. Assistance in the event of loss, breakage or theft of prosthetic devices**

If, in the event of the breakage, loss or theft of a prosthetic device (glasses, contact lenses, etc.), the Insured is without his prosthetic devices, Chubb Assistance shall do everything to organise and cover the sending of the latter by the most expeditious means subject to local and international laws and the availability of means of transport.

The Insured agrees to reimburse Chubb Assistance for the price of the prosthetic devices made available to him, plus any customs clearance fees, within two months of the date of shipment.

#### **21. Sending of essential medicines**

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Chubb Assistance shall make every effort to organise and cover the search for and provision of essential medicines prescribed by a competent medical authority which are unavailable locally but available in the country of residence. Their provision must be agreed by the Chubb Assistance service. Their shipment is subject to the availability of means of transport and must comply with local and international laws.

The Insured undertakes to reimburse Chubb Assistance for the price of the medicines made available, plus any customs clearance fees, within two months of the date of shipment.

## **22. Language assistance**

If the Insured encounters language difficulties abroad with the current provisions of assistance, Chubb Assistance will perform by telephone the translation required for a proper understanding of the events.

Insofar as the translation covers topics other than the provision of assistance, Chubb Assistance shall provide the Insured with the contact details of a translator-interpreter. The fees of the latter shall be at the expense of the Insured.

## **23. Cash advance**

In the event of the occurrence abroad of a covered event concerning which Chubb Assistance was requested to intervene and, if necessary, after a report to local authorities, Chubb Assistance shall, at the request of the Insured, make every effort to send him the equivalent amount up to €2,500. This sum must first be paid to Chubb Assistance in cash or in the form of a certified banker's draft.

## **24. Psychological support**

Chubb Assistance provides Insureds with a 24 hour hotline dedicated to providing initial psychological support to the Insured and then referring him to a specialised support agency.

The call may be made in particular following a car-jacking, assault, theft, a traffic accident, a claim event in the home and, generally, following any incident in school or private life.

## **25. Immobilisation due to strike, natural disaster, war or sabotage**

In the event of a strike by airport or railway staff, a natural disaster, war or sabotage causing the Insured a delay of more than 12 hours, Chubb Assistance shall assist:

Either with the hotel costs of the Insured up to €150 per room per night, for a maximum of 2 nights;  
Or with the provision of a replacement vehicle up to a maximum of €300 to allow the Insured to continue his journey.

## **Exclusions**

Besides the exclusions relating to the benefits under Part A – Bodily injuries, the following are not covered or reimbursed:

- expenses incurred by an Insured without the prior agreement of Chubb Assistance (unless otherwise specified in the contract);
- catering costs except for the cost of breakfast;
- taxi fares (unless otherwise specified in the contract);
- expenditure planned prior to departure for travel abroad;
- the reasonably foreseeable harmful consequences of an intentional act or omission for which the Insured is responsible;
- the need for assistance that occurred while the Insured was drunk, in a punishable state of alcoholic intoxication or a similar condition resulting from products other than alcoholic beverages;
- events caused by a reckless act, a bet or a challenge by the Insured;
- events resulting from acts of war, mobilisation, requisition of men and materials by the authorities, terrorism or sabotage, unless the Insured proves that he did not participate in this event;

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- social conflicts such as strikes, lockouts, riots or civil commotion, unless the Insured proves that he did not participate in this event;
- nuclear accidents as defined by the Paris Convention of 29 July 1960 or as a result of radiation from radioisotopes;
- participation in professional competitions or training for such events;
- benefits that Chubb Assistance cannot provide due to force majeure;
- any expenses not specifically mentioned as being covered under the contract.

## Article 6. Luggage and valuables

The Company shall pay, up to the amounts specified in the Special Conditions, for the loss or theft of or damage to luggage and for the loss or theft of valuables during the Insured's stay abroad.

The Company shall pay the replacement value of the luggage or the cost of repair if it is economically reasonable to repair the item of luggage to the satisfaction of the Insured.

**Luggage:** personal items, except for valuables, belonging to the Insured or for which the Insured is responsible; taken, sent in advance or acquired during a business trip or a stay abroad. A €124 excess shall be deducted from the indemnity per claim event, per person.

Personal items left in a vehicle are covered, provided they are not visible from the outside (locked in the boot or hidden) and there is a visible trace of the vehicle break-in. The theft of items such as radio, cassette recorder, CD and other equipment forming part of the vehicle is not covered. It is further specified that the limits per item provided in the Special Conditions do not apply to computers or mobile phones.

### **Luggage delay**

The Company shall reimburse, based on supporting evidence, up to a maximum of €620 for emergency purchases and those for immediate need (strictly necessary clothes and toiletries) if duly registered luggage arrives more than 8 hours after the time of arrival of the Insured at the destination of his flight. This warranty is not valid for return to the country of residence. If it turns out that the luggage is permanently lost, the indemnity paid will be reduced by the compensation paid for lost luggage.

**Valuables:** coins, banknotes, bills of exchange or money orders, travellers' cheques, meal vouchers or any other cheque taken or acquired during a stay abroad. The following are regarded as valuables: debit and credit cards, phone cards, travel tickets and "vouchers". Limit for cash: €620. A €124 excess will be deducted from the indemnity per claim event, per person.

### **Delayed/cancelled flight**

If the Insured arrives at his destination more than 4 hours late due to the fact that a booked and confirmed flight has been cancelled or delayed due to a strike, mechanical failure or weather conditions, the Company shall, based on supporting evidence, reimburse the cost of meals, refreshments, transportation to/from the airport or terminal and hotel costs. These costs shall be reimbursed up to a maximum of €372. This warranty is not valid for return to the Insured's country of residence.

### **Passport/Identity card**

If the Insured's passport or identity card is lost, destroyed or stolen during a stay abroad, the Company shall pay up to €868 for travel and subsistence expenses reasonably incurred, as well as for the administrative expenses in obtaining a replacement passport or visa.

### **Exclusions**

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The Company shall not pay:

- 1) more than the limit per item of luggage for a pair or series of objects;
- 2) more than the cash limit for coins or notes;
- 3) for damage to or loss of vehicles, replacement and spare parts for vehicles, valuables left in a vehicle;
- 4) for damage or losses caused by moths, vermin, insects, wear, weather conditions or climate changes, a power cut or a power or mechanical failure during a cleaning, repair or change or for damage resulting from mishandling of the object;
- 5) for the devaluation of currency or faults due to errors or omissions during a monetary transaction;
- 6) for damage or loss not reported to the police or to the transport company;
- 7) for damage due to confiscation, seizure or detention by customs or any authority;
- 8) for excesses, unless the same event gives rise to compensation under the Luggage, Luggage Delay and Valuables warranties: in this case only one excess shall apply. The term "event" also means a series of events arising out of or due to the same initial cause;
- 9) for damage due to fraudulent credit card use, unless the Insured has applied all of the instructions given and conditions set when the card was issued;
- 10) for damage to or loss of any item of luggage that is covered by any other insurance or is the responsibility of the carrier: in such cases the Company will only top up the indemnities payable by the carrier or the other insurance policy, without exceeding the initial amount provided for in the Special Conditions.

#### Article 7. Hijacking, piracy, hostage-taking, abduction, arbitrary detention

The Company shall pay the indemnity provided in the Special Conditions for each full 24 hour period during which an Insured was detained illegally or under duress, up to a maximum of 20 days.

**Hijacking and piracy:** taking possession or illegal control of an aircraft or any other means of transport and its crew in which the Insured is travelling as a fare-paying passenger.

**Hostage-taking, abduction, arbitrary detention:** the capture and detention of any Insured or a member of his family against their will or by fraudulent means by any person(s) or group which makes a ransom demand or series of demands for the release of this/these Insured Persons.

#### **Exclusions**

- 1) Participation by the Insured in activities or operations of a state department or organisation.
- 2) Violations of laws of any state or country.

#### Article 8. Security bond costs

The Company shall provide indemnification, up to the amount specified in the Special Conditions, for the costs of travel and stay that the Insured or the Policyholder has paid as an advance before leaving on a trip, provided such expenses are legally due and unrecoverable.

The indemnity is only granted in the following cases:

- 1) disease or bodily injury which, from a medical point of view, prevents the Insured from taking the planned trip;
- 2) serious accident or serious illness of a relative of the Insured;
- 3) compulsory quarantine or compulsory presence of the Insured as a member of the jury at the Court of Assizes or as a witness in court, provided the Insured was not aware of this situation when entering into the travel contract;
- 4) unexpected strike, flood, bad weather or natural disasters resulting from circumstances beyond the control of the Insured.

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## **Exclusions**

Bodily injuries due to points 1 to 7 are excluded:

- 1) suicide, attempted suicide or acts intentionally caused or provoked by the Insured or by the Beneficiary of the contract.  
The following is treated as an intentional act: a fraudulent, malicious or deceitful action or a wrongful act which, due to its severity, is equated with deceit;
- 2) drunkenness, drug use without medical indication, unless it is established by the Insured or by the Beneficiaries that the offending state is not the cause of the bodily injury;
- 3) nuclear risk, acts of war. The Insured is never covered as a soldier in any army;
- 4) crimes or offences, acts of terrorism or sabotage in which the Insured takes an active part;
- 5) piloting aircraft or any aeronautical activity, except as a fare-paying passenger;
- 6) professional practice of any sport: that is to say when earnings as a professional athlete exceed 25% of the annual salary.
- 7) participation in and training for equestrian competitions, bicycle races and speed races using motorised vehicles;
- 8) pregnancy or childbirth of the Insured, abortion and its complications;
- 9) mental illnesses, any post-traumatic mental illnesses and sexually transmitted diseases;
- 10) bodily injury following an accident or illness, for which medical or paramedical treatment was prescribed by an attending physician at the time of signing the travel contract unless, in the opinion of the attending physician, there were no contraindications for making the trip;
- 11) insolvency of the Insured
- 12) delay caused by traffic congestion and other road incidents;
- 13) administrative problems, problems concerning vaccination or obtaining visas or other entry documents.

## **Article 9. Abduction**

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The Company shall provide indemnification, up to the amount specified in the Special Conditions, for the following costs incurred by the Policyholder or the Insured resulting directly from an abduction.

### **Abduction**

Capture and detention of any Insured against their will or by fraudulent means by any person or group which makes a ransom demand or series of demands.

### **Intervention limit**

The amount stated included in the Special Conditions is the maximum intervention per event, regardless of the number of people abducted at the same time.

### **Guaranteed costs**

- 1) Fees and expenses based on the current rates of any intermediary or independent consultant commissioned by the Policyholder or Insured with the prior written consent of the Company;
- 2) Costs based on the current rates for travel and accommodation that the Policyholder or Insured incurs as a direct result of the abduction;
- 3) Costs based on current rates of a qualified interpreter assisting the Policyholder or Insured during the abduction;
- 4) Personal financial losses suffered by the Insured and which are directly and solely caused by his physical inability to look after his personal financial interests during his abduction;
- 5) The current interest on any loan granted by a financial institution to the Insured in order to pay the ransom;

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- 6) The costs of rest and recuperation for a maximum of 30 days, including expenses for the stay, meals and entertainment paid for by the victim during the 6 months following the release, for the victim, the victim's spouse and children.

## **Exclusions**

- 1) Fraud or complicity of the person who is believed to have been abducted;
- 2) Abduction committed in a Central or South American country or in the Philippines.

## **Article 10. Political evacuation and natural disasters**

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If the Insured, on the advice of local authorities or those of his country of residence, due to events making the political regime unstable or due to natural disasters (such as earthquakes, flooding), is compelled to leave his place of stay, he shall submit to the Company, on his return to his home country, all of the supporting documents enabling him to have the cost of his return reimbursed up to the price of an air (tourist class) or train ticket (first class).

## **Article 11. Civil liability in private life**

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### **A. Scope of warranties**

#### **1. General scope**

a) In accordance with the Royal Decree of 12 January 1984, the Company guarantees the Insureds, up to the sums indicated in the Special Conditions, against the financial consequences of the extra-contractual civil liability incumbent upon them under Articles 1382 to 1386a of the Civil Code or similar provisions of foreign law for damage caused to third parties in their private life.

Damage shall mean: bodily injury and property damage and intangible loss such as unemployment, loss of profits, loss of use or enjoyment of property, provided they are the consequence of covered bodily injuries or property damage.

b) Abnormal neighbourhood disturbances: third party claims based on Article 544 of the Civil Code or, abroad, based on similar provisions of foreign law, due to disturbances caused by neighbours, are included in the basic warranty, provided the damage is caused by an abnormal event which is unexpected and unintentional on the part of the Insured. Any other damage qualified as neighbourhood disturbance is excluded.

This warranty is not available where, by special accord, the Insured has agreed to bear this responsibility for neighbourhood disturbances when in the absence of such an accord that responsibility would not be incumbent upon him.

The cover for abnormal neighbourhood disturbances is granted up to the amounts indicated in the Special Conditions, with a maximum of €743,680.57 per claim event, per insurance year. Intangible loss not resulting from bodily injury or property damage is, however, excluded.

An insurance year shall mean the period:

- between two annual maturities;
- or between the date of entry into force and the first annual maturity;
- or between the last annual maturity and the cancellation date of the insurance.

#### **2. Timescale**

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The warranty covers damage occurring during the contract period and extends to claims made after the end of the contract.

### **3. Specific scope of certain risks**

- a) The insurance covers damage caused by the insured and for which he is personally responsible.
- b) Real estate and its contents
  - I. The insurance covers damage, other than that mentioned under II below, for which the insured is personally responsible and which is caused by:
    1. The building or part of the building occupied by the Insured as a temporary residence;
    2. Gardens, whether or not they are adjoining the aforementioned buildings, not exceeding the area of 1 hectare;
    3. Provided they form part of the aforementioned buildings or are situated in the aforementioned gardens: plantings, buildings and outbuildings, pavements and fences, as well as movable property attached by means of permanent attachments, such as aerials;
    4. The building or part of the building occupied by the Insured in a hotel or similar accommodation during a temporary or occasional stay, in a private or professional capacity;
    5. The part of the building temporarily occupied by the Insured privately in a hospital, rehabilitation centre or care facility;
    6. The part of the building temporarily occupied by the Insured during a family celebration or a reunion, provided the building does not belong to an Insured;
    7. The contents of the real estate mentioned in 1-6 above.
  - II. If the Insured is responsible for them, the following are insured:
    1. the damage caused by the action of water originating in or passing through the real estate or its contents mentioned in I above;
    2. the bodily injury caused by flame, fire, an explosion or smoke arising from a fire or fire originating in or spread by the real estate or its contents mentioned in I above;
    3. the property damage caused by flame, fire, an explosion or smoke arising from a fire or fire originating in or spread by the real estate or its contents mentioned in I, 2, 3, 4, 5 and 6 above;
    4. the property damage caused by the action of water, flame, fire, an explosion or smoke arising from a fire, caused to the real estate mentioned under I, 1 and I, 4 above and its contents not belonging to any Insured;
- c) The insurance covers damage for which the insured is liable and incurred during temporary stays in a private capacity :
  1. At a hotel or similar accommodation or hospital, to a maximum of EUR 5,000 and with application of a specific deductible of EUR 250;
  2. At a resort building, including tents and caravans, for damages caused by water, fire, fire, explosion, smoke or glass breakage;
  3. At the festival accommodation held on the occasion of a party organized by Rotary, for damage caused by water, fire, fire, explosion, smoke or glass breakage.
- d) Travel and means of transport
  1. The insurance covers damage for which an Insured is liable and arising during all his private trips, including as:
    - owner, holder or user of bicycles and other non-motorised cycles;
    - passenger in any vehicle (except for liability cases covered by compulsory civil liability insurance for motor vehicles);
    - pedestrian.
  2. The insurance covers damage caused by Insureds who, without the knowledge of their parents, their legal guardians or the owner or holder of the vehicle, drive a motor or rail vehicle before they reach the age legally required to do so. Damage caused to the motor or rail vehicle belonging to a third party is also covered.
  3. However, the warranty excludes:
    - damage caused by the use of aircraft belonging to an Insured or leased or used by him;
    - damage caused by the use of sailing boats of more than 200 kg or motorboats belonging to an Insured or leased or used by him.

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#### **4. General exclusions**

Without prejudice to the exclusions inherent in certain specific risks set out in A3 above, the warranty excludes:

- damage falling under extra-contractual civil liability subject to compulsory statutory insurance subject to what is stated in A3c2;
- damage caused by hunting and by the game;
- damage for which the insured as a manager, officer or organiser of youth movements or similar movements is liable and which is caused by people for whom he is responsible;
- damage caused by an intentional act by an Insured or resulting from the personal extra-contractual civil liability of the Insured having reached the full age of 16 and arising from:
  - an action or lack of action by the Insured in a state of intoxication characterised by a blood alcohol level equal to or greater than that set by Belgian law or a similar condition resulting from the use of products other than alcoholic beverages;
  - taking part in fights;
- damage caused to animals, other movable property and real estate of which the Insured is the owner or holder in any capacity whatsoever, without prejudice to what is said about damage to the part of the building occupied in a hotel or similar accommodation;
- damage due to riding horses, whether harnessed or not, owned by the Insured;
- damage caused by land and gardens that are not included in the warranty under this contract;
- damage caused to horses, ponies and donkeys and their harnesses, which the Insured is renting, borrowing or looking after.

#### **B. Claim events**

##### **1. Obligations of the Insured in the event of a claim event**

The Insured is required to:

- a) transmit to the Company all documents relevant to the management of the case and all judicial and extrajudicial documents relating to the claim event immediately after they are notified, served or delivered to the Insured;
- b) appear at hearings and submit to the investigatory measures ordered by the court.

If the Insured fails to fulfil his aforementioned obligations, he must repair the damage suffered by the Company.

##### **2. Conduct of the dispute**

From the moment the Company's warranty becomes due, and provided it is called upon, the Company is obliged to take up the cause of the Insured within the limits of the warranty.

Concerning civil interests, and to the extent that the interests of the Company and those of the Insured coincide, the Company has the right to assume the conduct of all negotiations with the injured party and that of the civil proceedings. It can compensate the latter if necessary.

Such involvement of the Company shall not imply any admission of liability on the part of the Insured and cannot cause him harm.

The Company shall cover the costs of the civil defence of the Insured up to a maximum of €25,000.

The final compensation or refusal to indemnify shall be communicated as soon as possible to the Policyholder.

##### **3. Interventions in the proceedings**

a. No judgment is binding on the Company, the Insured or the injured party unless they were present at or summoned to the hearing. However, the judgment delivered in proceedings between the injured party and the Insured is binding on the Company if it is established that it did, in fact, assume the conduct of the case.

b. When the case against the Insured is brought before the criminal court, the Company may be added as a third party by the injured party or by the Insured and may voluntarily intervene under the same conditions as if the case were brought before the civil court, without, however, the criminal court being able to rule on the rights that the Company may assert against the Insured or the Policyholder.

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- c. The Company and the Insured may each voluntarily intervene in a case brought by the injured party against the Insured or only against the Company.
- d. The Company may summon the Insured to the hearing in the case brought against him by the injured party. The Insured may summon the Company to the hearing in the case brought against him by the injured party.
- e. The Policyholder, if he is not the Insured, may voluntarily intervene or be added as a third party in any case brought against the Company or the Insured.

#### **4. Direct claim of the injured party**

The injured party has the right of direct claim against the Company. The indemnity due by the Company is due to the injured party or his beneficiaries, to the exclusion of the Insured's other creditors.

#### **5. Enforceability of exceptions, nullities and forfeitures**

The Company can only enforce against the injured party the exceptions, nullities and forfeitures arising from the law or the contract and originating in a fact preceding the claim event.

#### **6. Payment of the indemnity - excess**

The sums shown in the insurance certificate for each warranty represent the maximum per claim event that the Company can be required to pay. The total damage attributable to the same generating event constitutes a single claim event.

The company shall pay, even above the insured sums, the interest on the principal indemnity due, the costs relating to civil proceedings as well as the fees and expenses of lawyers and experts, but only insofar as such costs have been incurred by itself or with its consent or, in the event of a conflict of interests that is not attributable to the Insured, provided such costs have not been incurred unreasonably.

A non-insurable and non-redeemable €125.00 excess per claim event for property damage is deducted from the indemnity amount.

#### Article 12. Recourse against liable third parties

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The Company waives on behalf of Insureds and Beneficiaries all recourse against the third parties who caused or who bear civil liability for the claim event. However, it reserves the right to claim redress in order to recover processing fees and luggage charges it has paid under the warranties provided for in Articles 4, 6 and 7 of the General Conditions.

### Section III - Provisions relating to the contract

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#### Article 13. Conclusion and term of the contract

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The insurance is valid for the period stated on the insurance certificate and the coverage begins to apply only after payment of the premium due to the Company, within 30 days of the effective date or extension of the contract. The premium includes all taxes, duties and charges. Coverage begins when the Insured leaves his residence or usual place of abode to go abroad and ends on the expiry date shown on the insurance certificate or earlier if the Insured returns to usual residence early.

No premium reimbursement of less than €25 will take place.

However, the term of the contract shall never exceed 1 year.

If the term of validity of the contract is exceeded through an unforeseen delay beyond the control of the Insured, the insurance shall remain in force automatically and free of charge until the first possible return date. The insurance shall also remain in force in the event of an unexpected early departure to the foreign destination within ten days preceding the effective date shown on the insurance certificate.

The contract shall not be automatically renewed on the expiry date, given the nature of this contract.

The minimum premium per individual contract is €25.

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## Article 14. Cancellation of the contract

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The Company may cancel this policy by registered letter, by bailiff's writ or by sending a letter of cancellation with acknowledgment of receipt:

- in the event of unintentional omission or misrepresentation of risk data, as specified in Article 16 of these conditions;
- in the event of a significant and permanent change to the risk, as provided in Article 16 of these conditions;
- following each declared accident, whether or not it is covered by the contract, but 30 days at the latest following the payment or refusal by the Company to pay the indemnity.

In the event that the Policyholder, the Insured or the beneficiary has not complied with any of these obligations arising out of the occurrence of the claim event with the aim of misleading the Company, the cancellation may come into effect at the time of notification thereof.

The Policyholder has the option to cancel the contract by registered letter, by bailiff's writ or by sending a letter of cancellation with acknowledgement of receipt:

- following each declared accident, whether or not it is covered by the contract, but 30 days at the latest following the payment or refusal by the Company to pay the indemnity.

Subject to the exceptions laid down by law, the cancellation will only come into effect upon the expiry of a period of at least one month from the day following the notification or the date of the acknowledgement of receipt or, in the case of a registered letter, from the day following the day on which it is sent.

In the event of cancellation of the contract, except in cases of fraud or intentional breach of his obligations on the part of the Insured, a pro rata premium corresponding to the period between the effective date of cancellation and the next annual maturity will be refunded to the Insured within 15 days of the date of cancellation. The contract may be terminated at any time by mutual agreement between the parties.

## Section IV - Representations about the risk

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### Article 15. Obligation to declare, omission and inaccuracy of declaration, change in risk

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At the time of entering into the contract, the Policyholder must accurately represent all circumstances known to him which he may reasonably consider necessary for the company to assess the risk.

Where intentional omission or inaccuracy in the declaration leads the Company to erroneously assess the risk, the insurance contract shall be void.

Premiums due up until the time the Company becomes aware of the intentional omission or inaccuracy are owed to it.

Where the omission or inaccuracy in the declaration is not intentional, the Company may, within one month of the date when it became aware of the omission or inaccuracy:

- propose an amendment to the contract with effect from the day the Company became aware of the omission or inaccuracy. If the proposed amendment to the contract is rejected by the Policyholder or if, after a period of one month from the receipt of this proposal, it is not accepted, the Company may cancel the contract within fifteen days;
- cancel the contract if it can prove that it would not in any case have insured the risk.

The Policyholder is required to report immediately any significant and permanent change to the risk.

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Where, during the execution of the contract, the insured risk worsens to the extent that, if the worsening had existed at the time of subscription, the Company would only have agreed to insure under different conditions, it must, within one month from the date on which it became aware of the worsening, propose amendments to the contract with retroactive effect from the day of the worsening.

If the Company furnishes proof that it would not under any circumstance have insured the increased risk, it may cancel the contract within one month from the date on which it became aware of the worsening.

If the proposed amendment to the contract is rejected by the Policyholder or if, after a period of one month from the receipt of this proposal, it is not accepted, the Company may cancel the contract within fifteen days.

If a claim event occurs and the Policyholder has not fulfilled the obligation referred to in paragraph 1 of this article:

- a) the Company is required to provide the agreed benefit if the Policyholder cannot be held responsible for the failure to declare;
- b) the indemnity payable by the Company shall be reduced according to the ratio between the premium paid and the premium that the Policyholder would have paid if he had declared the risk as required where the Policyholder can be held responsible for the failure to declare.  
However, if the Company furnishes proof that it would not under any circumstance have insured the increased risk, its benefit in the event of a claim event shall be limited to the reimbursement of all the premiums paid;
- c) if the Policyholder had a fraudulent intent in not fulfilling this obligation, the Company may refuse its warranty. Premiums due up until the time the Company becomes aware of the fraud are owed to it as damages.

## Section V – Claim events

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### Article 16. Obligations of the Insured in the event of a claim event

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**The Insured shall take all reasonable measures to prevent and mitigate the consequences of the claim event.**

The Insured or the Beneficiary is required, on pain of forfeiture, except in the event of a fortuitous event or force majeure, to give the Company notice of each claim event in writing or verbally in return for acknowledgment of receipt, as soon as it comes to his attention.

This declaration must be made within thirty working days after the date on which the claim event is known.

### Article 17. Content of the claim report

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In the event of a claim event covered by this policy, the Policyholder, the Insured, the beneficiary or, otherwise, the legal heirs, shall:

- have a physician immediately establish an accident or an illness;
- in the event of a fatal accident, immediately notify the Company. This obligation also applies when the accident has already been reported to the Company and leads to a death;
- report this claim event to the Company in writing as soon as it occurs and at the latest within fourteen days of the date of the accident or illness, indicating the specifics and the number and date of issue of the insurance certificate.

However, the Company shall not invoke this requirement if this deadline has not been met, provided the claim report has been sent as soon as it was reasonably practicable.

The claim report shall specify the place, date, time, cause and circumstances of the accident and the identity of the witnesses; a medical certificate stating the nature of the injuries must be attached;

- cooperate with the Company/Chubb Assistance and provide all the information and documents that it deems necessary;
- give the Company and its representatives free access to the Insured;
- submit to the examination by the physicians appointed by the Company;

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- allow the attending physician to provide the physicians appointed by the Company with all the information requested concerning injuries and illnesses, past or present;
- take all reasonable measures to prevent and mitigate the consequences of the claim event;
- refrain from anything that might harm the interests of the Company/Chubb Assistance;
- refrain from admitting liability;
- submit to the Company as soon as possible the claim report form, duly completed and signed, as provided by the Company.

In order to benefit from all the assistance warranties it is imperative, for any event that may give rise to an intervention, to first contact Chubb Assistance directly:

- by telephone: **32 2 516 98 15**

and give the contract number (see assistance card) in order to obtain a file number which alone will authorise cover of the interventions if the claim event is covered by this contract.

Chubb Assistance will provide its services within a reasonable time and in agreement with the Insured, but will have free choice when it comes to the people to represent it in the performance of its services. Chubb Assistance has the right, concerning commitments to be contracted by it with third parties whose costs are not covered by this contract, to require the necessary financial guarantees from the Insured, in the form and to the extent to be defined by Chubb Assistance.

The Insured undertakes, within a maximum period of three months after the intervention of Chubb Assistance, to:

- provide evidence of the expenses incurred;
- provide evidence of the facts which provide entitlement to the guaranteed benefits;
- duly return the travel tickets that have not been used because Chubb Assistance paid for the travel;

If one of the above obligations is not met and this results in harm to the Company, the latter is entitled to claim a reduction in its benefit up to the harm it has suffered.

The Company may refuse to provide cover if, with intent to defraud, these obligations have not been met.

In the event of a claim event relating to Article 6 - Luggage/Valuables, the Insured must also:

- take all steps and all necessary precautionary measures to defend, safeguard or recover the insured items;
- in the event of theft notify the local police or the gendarmerie on the day of the claim event and have a report drawn up;
- in the event of loss of registered luggage, immediately notify the shipping company and make all necessary declarations within the period prescribed by the regulations of the company in question. The original report shall, in the event of a subsequent claim report, be submitted to the Company for verification;
- in the event of damage to luggage and furniture, allow the Company to examine them before the repair takes place;
- demonstrate the possession, value and age of the insured object(s).

On pain of forfeiture of any right to indemnity, the Insured is required to take at all times all the necessary preventive measures to preserve the insured property and ensure its security.

Theft made possible by negligence on the part of the Insured or the absence of basic precautions is not covered.

If the Insured does not comply with the above obligations relating to Article 6 "Luggage/Valuables", he shall lose all rights to compensation, except in cases of force majeure.

Furthermore, the Insured agrees, in the event of a fatal accident, to authorise his attending physician to declare the cause of death to the physicians representing the Company. The Company may also require a post mortem. This requirement must be met by approving and undertaking the necessary steps with the authorities concerned. The Company will withhold its warranty if these obligations have not been met.

## Section VI – Miscellaneous Provisions

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### Article 18. Limitation

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The limitation period for any action arising from this contract is three years.

As regards the action of the beneficiary, the period runs from the day on which he becomes aware of the existence of the contract, of his own capacity as beneficiary and of the occurrence of the event which determines the date on which the insurance benefits are due. Recourse by the Company against the Insured has a time limit of three years from the date of payment by the Company, except in the case of fraud.

#### Article 19. Domicile

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The parties' addresses for service are as follows:

- for the company in Belgium: 166 Chaussée de La Hulpe - 1170 Brussels.

- for the Policyholder: at the address indicated in the Special Conditions or at the last address notified to the Company.

The Policyholder undertakes to immediately notify the Company of any change of address.

#### Article 20. Jurisdiction

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This contract is governed by Belgian law and disputes relating to it shall fall under the jurisdiction of the Belgian courts.

#### Article 21. Procedure in the event of a complaint

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Issues and complaints relating to this insurance may be submitted to the management of the Company at the address specified in the policy.

Complaints can also be submitted to the Ombudsman, 35, Square de Meeus, 1000 Brussels.

#### Article 22. Protection of privacy

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Personal information is collected and held by Chubb European Group SE, 166 Chaussée de La Hulpe - 1170 Brussels, as part of the overall management of customer relations, sales and marketing of insurance. Chubb will in any case comply with the General Data Privacy Regulation and any Belgium regulation resulting from it, in accordance with the provisions of the Law of 8 December 1992 on the protection of privacy, the Policyholder/Insured has the right to access data about him and to correct any erroneous, incomplete or purposeless data relating to his person.

To this end, the Policyholder/Insured must send a registered letter to the holder of the file: Chubb European Group SE.

Chubb Rotary YEP – 04/2018

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