

TRAVEL PACKAGE

27/0105912

Special Conditions
TRAVEL PACKAGE
LUXAIR AIRLINE

“Travel Package”



d'Assurance / **nei erfannen**



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Unless expressly stated otherwise by the present Special Conditions, the PRO W 01.2008 General Conditions are applicable

Definitions

Accident

An unintentional physical injury to the victim, resulting from the sudden action of an external cause and which prevents the latter from any travelling by his/her own means.

Insured party/Beneficiary

The person designated by name on the air ticket, who has paid the insurance premium.

Travelling companion(s)

The person who has booked and insured a trip jointly, including members of the travelling companion's family.

Domicile

The beneficiary's country of residence must be within the European Union

Medical incident

Illness or physical accident suffered by an insured party.

Illness

A deterioration in health confirmed by a generally accepted competent authority, preventing the victim from leaving his/her room (unauthorised exit), involving the cessation of any activity.

Family members

The spouse, legal or de facto partner, the parents, step-parents, step-children or stepsons or stepdaughters, brothers or stepbrothers, sisters or stepsisters, grandparents, grandchildren, unless, aunts, cousins, nephews and nieces.

If more than 6 people book a trip together, only the family members and their carers are covered.

Policyholder

The natural or legal person who signs the assistance contract.

Subscription

Journey reserved with LUXAIR, of which the dates and destination appear on the travel documents.

Territory covered

The insurance covers European Union and other countries to which LUXAIR operates.

Journey

Air ticket reserved through the travel organiser, of which the dates, destination and cost appear on the air ticket.

1. Air ticket cancellation cover

1.1. Purpose and amount covered

The **Insurance Company** guarantees insured parties reimbursement of the cancellation costs if:

- The return or single journey is cancelled before the departure date stated on the air ticket;
- The return part of the journey is cancelled before the return date stated on the air ticket.

The above-mentioned reimbursements are limited to the LUXAIR's cancellation charges.

1.2. Commencement and duration of cover

This insurance cover takes effect from the date the policy is signed and ceases automatically when the flight is declared cancelled.

This insurance policy must be taken out **by the date when the trip is reserved via the AMADEUS site.**

The dates of departure (00:00 hrs) and return (24:00 hrs) are those indicated on the electronic ticket.

1.3. Cases covered by the insurance

- 1.3.1. In case of death of the Insured Party or an accident requiring more than 48 hrs of hospitalisation for the Insured Party or a member of the latter's family or travelling companion, a person residing at the same address as the beneficiary for whom he/she is legally responsible.
- 1.3.2. In case of illness of the **Insured Party**, his/her spouse, the person accompanying the **Insured Party** during the trip, a person residing at the same address as the beneficiary for whom he/she is legally responsible, certified medically as rendering such persons incapable of continuing the trip of the **Insured Party**.
- 1.3.3. In case of illness of the ancestors of the **Insured Party** certified medically and requiring the presence of the **Insured Party** at their bedside.
- 1.3.4. In case of death or accident requiring more than 48 hrs of hospitalisation, of the professional locum or a person responsible for looking after the beneficiary's under-age or handicapped child, provided such persons were designated by name when the trip was booked.
- 1.3.5. In case of complications occurring during the pregnancy of a female Insured Party, a male Insured Party's spouse (legal or de facto), a parent or 1st-degree relative of the Insured Party, a person accompanying the Insured Party during the trip.
- 1.3.6. Pregnancy of a female Insured Party or her travelling companion, provided that the trip was planned during the last 3 months of pregnancy and that the pregnancy was not known about when the trip was booked.

- 1.3.7. In case of serious problems (imperatively requiring the presence of the Insured Party on the day of departure) which did not in evidence when the trip was booked and which were due to a fire, water damage or a storm damaging the latter's property.
- 1.3.8. In case the **Insured Party** is called upon for humanitarian aid or for a military mission, provided that the latter did not know about it when booking the trip.
- 1.3.9. In case the **Insured Party** is called upon
- as a witness in court or for jury service,
 - for reasons relating to the adoption of a child,
 - for reasons relating to an organ transplant.
- 1.3.10. In case of theft of identity documents or a visa, refusal by the authorities of the destination country to issue a visa, provided that LUXAIR was warned within 48 hours of that refusal being announced to the Insured Party.
- 1.3.11. In case the insured party is required to be present at the signing of a new contract of employment.
- 1.3.12. In case of cancellation of the contract of employment (except for cancellation due to serious misconduct) notified by the employer to the **Insured Party** or to one of the members of his family living under the same roof, insured by this contract and mentioned on the same travel/confirmation document, on condition that this situation was not known when the policy was taken out.

1.4. Obligation in case of claim

The Insured Party must in all cases inform the Insurer of any other insurances covering the same risk as the present contract, and concerning the cancellation cover:

- Immediately warn the organiser of the cancellation as soon as an occurrence that could prevent departure is known;
- Warn the **Insurance Company** in writing within 5 days following announcement of the cancellation. The **Insured Party** must carefully complete the "Declaration of Cancellation" form with **medical report** and send it without delay to the **Insurance Company** accompanied by documentary proof.
- Send the **Insurance Company** any useful information without delay, and in any case within 30 days; answer any questions asked in order to determine the circumstances and the extent of the claim.
- Take any measures necessary to prevent and limit the consequences of the claim.
- If the **Insurance Company** considers it necessary, an **Insured Party** who instigates the cancellation must furthermore submit to a medical examination conducted by a doctor appointed by the **Insurance Company**.

1.5. Claims

The declaration of cancellation must be issued in writing and shall be accompanied by documentary proof. The date of receipt of the declaration shall serve as proof and shall count for establishing the cancellation period, although the day of departure is not counted.

1.6. Compensation

A maximum of €180 per person shall be paid to compensate for the cancellation charges. **The insurance premium and visa charges are not reimbursable.**

1.7. Exclusions

The exclusions of Art. 5 of the PRO General Conditions are applicable.

The following are also excluded from the insurance cover:

- 1.7.1. **The abusive use of alcohol (inebriation, alcoholism), of medicines, drugs or narcotics;**
- 1.7.2. **Psychotic, mental or nervous illnesses not requiring more than 7 days' hospitalisation or which are not certified by a psychiatric doctor.**
- 1.7.3. **Deliberate acts.**
- 1.7.4. **Accidents resulting from participation in wagers, crimes, brawls (except for legitimate self-defence).**
- 1.7.5. **Pollution of the natural environment and natural catastrophes.**
- 1.7.6. **Strikes, wars and civil wars, civil unrest, popular movements, terrorist acts, bacterial or chemical attacks, any effect of radioactive radiation, as well as the deliberate failure to observe official interdictions.**

2. Luggage insurance and miscellaneous cover

2.1. Scope of the cover

2.1.1. The purpose of this insurance is to cover the **Insured Party** up to the amount insured against the destruction, theft or loss of all or some of his **luggage**, as well as against any damage caused thereto outside the **Insured Party's** customary residence and due to any fortuitous circumstance occurring during the planned journey and during the sojourn relating thereto. The insurance covers the **luggage**, including carried objects, which the **Insured Party** is carrying with him/her for personal use, up to the amount provided per person under the Special Conditions of LUXAIR S.A.

2.1.2. For luggage entrusted to others

- In case of loss, total or partial damage to luggage entrusted to a transporter, an accommodation establishment or a left-luggage office;
- In case of non-delivery at the holiday location on time – i.e., on the same day as the insured person or with a minimum delay of 12 hours – for the purchase of essentials up to 25% of the basic insured capital, without extras (please attach the original purchase bills to the luggage claim declaration).

Photographic devices, cameras and portable computers, as well as their accessories, are only insured in the registered luggage if they were in a closed and locked suitcase.

2.1.3. For luggage under the supervision of the insured party – in case of loss, total or partial damage resulting from:

- Criminal acts (theft, for example)
- Accidents in which the insured person suffers a severe injury or a transport accident (a road accident, for example)
- A fire or events resulting from the behaviour of the elements (floods, for example)

2.2. Cover limits

2.2.1. The capital insured is set at a value of:

- €1,500

2.3. Obligations of the Insured Party

The **Insured Party** must, on pain of the cover being reduced, take all the usual measures regarding the safety of the objects covered in every respect; inform the Luxair guide and ask for a luggage claim declaration form, fill in the form and send it to the Insurer, attaching all the documents required within 7 days of returning home in the case of damaged luggage and within 21 days in case of loss.

In case of **damage** or loss by the airline company:

- Immediately draw up a PIR (Property Irregularity Report) at the airport's Lost & Found office;
- Produce the air ticket, luggage label and boarding card.
- In the case of damage or theft during public transport or during the sojourn

Damage

- Draw up a joint report with the company (hotel transport co., left luggage, etc.), immediately have a report drawn up by the competent authorities or by the person responsible, make a copy of the statements and attach witness testimony if possible.
- Keep the damaged object so that you can present it to the Insurer if requested to do so.
- Keep the paid repair invoice.

Theft

- Immediately have a report drawn up by the local police of the area where the theft took place with a detailed description of the circumstances at the origin of the claim, mentioning all the facts, the objects stolen, the traces of breaking and entering or traces of physical violence, demand a copy of the certificate and attach witness testimony if possible.
- Keep the original paid purchase bills.

2.4. Compensation

2.4.1. Compensation will be made without applying a rule of proportion.

The **Company** reserves the right to repair or replace all or some of the damaged or vanished objects. No replacement or repair can be made at the expense of the **Company** without prior agreement.

2.4.2. Sports items, such as skis and surfboards, are covered by the insurance.

If the objects covered by the policy consist of pairs or groups of objects, such as cufflinks, earrings, skis, etc. insured for their total value, the value of each object will be calculated by dividing the total value by the number of objects comprising the pair or group.

In the case of loss, destruction, theft or damage, the **Company** will settle the claim using that value as the basis and not take account of the depreciation that might occur because the pair or group is no longer complete

2.5. Exclusions

The exclusions under Art. 5 of the General Conditions are applicable.

The following are also excluded from the insurance cover:

- 2.5.1. Damage caused by depreciation, slow or natural deterioration, humidity, mites, worms or parasites, wear and tear and damage resulting from a defect in the insured object itself or from any kind of cleaning, repair or restoration process;
- 2.5.2. Damage caused to watches, clocks or other devices resulting from the efforts of the Insured Party to forcibly put them together again;
- 2.5.3. Any kind of mechanical damage not resulting from an obvious accident, scratches and bumps;
- 2.5.4. Cash, banknotes, shares, travel tickets, stamp collections and securities of any kind;
- 2.5.5. Jewellery is not covered if it is was put in the registered luggage;
- 2.5.6. The breakage of fragile objects such as clocks, porcelain, glass, musical instruments, unless this is the result of a fire, theft or an accident in the transport used;
- 2.5.7. The breakage or loss of spectacles, contact lenses, medical devices or prostheses in general;
- 2.5.8. Objects forgotten, mislaid, lost in non-fortuitous circumstances;
- 2.5.9. Fine pearls and precious stones that fell out of their mounting;
- 2.5.10. Objects left unattended in a public place – however, objects deposited in left luggage lockers at stations, airports, sea or river ports are insured even if those lockers are not supervised;
- 2.5.11. The consequences of a theft occurring while staying in an unguarded or unenclosed campsite, or committed during the night on a vehicle (unless the vehicle itself was stolen at the same time) or on an unlocked vehicle.
- 2.5.12. Apart from the exclusions listed in the Special and General Conditions the cover offered under the present policy does not include computer viruses, hackers, the loss of computer data, the degradation of computer media, software or programs, or any alteration of computer data.

3. “Voyages” accident insurance

3.1. Additional definitions

“**Accident**”: Any physical injury to the victim resulting from the violent and sudden action of an external cause beyond the control of the **Insured Party** (including acts of violence committed against the **Insured Party**, drowning, the accidental ingestion of toxic products, participation in operations to save lives or property).

“**Beneficiary**”: The **Insured Party** covered for “Incapacity”; the spouse or cohabiting partner/companion in the absence of legal heirs of the Insured Party covered for “Death”.

3.2. Scope of the cover

The **Insurance Company** guarantees payment of the insured indemnities if the **Insured Party** is the victim of physical injuries resulting in wounds or death, following an accident occurring during the journey and the sojourn relating thereto.

The insurance covers participation as an amateur (not remunerated in any form whatsoever) in all sports, including winter sports.

3.3. Cover limits

3.3.1. Death

The capital assured is set at €5,000.

If the **Insured Party** dies as the result of an insured **accident**, and so long as death occurs within 12 consecutive months of its occurrence, the **Insurance Company** will pay the assured capital to the beneficiary. Unless agreed otherwise, the capital will be paid to the surviving spouse; failing that, in equal shares to the children born or yet to be born; failing that, to the legal heirs.

The mere disappearance of the **Insured Party** will not suffice as proof of death.

The indemnity is limited to €2,500 if the victim was less than 5 or more than 80 years old when the policy was taken out.

3.3.2. Permanent invalidity

The capital assured is set at € 7,500.

3.3.3. Determination of invalidity

- TOTAL PERMANENT INVALIDITY
 - If within two years of its occurrence the **accident** causes the **Insured Party** total permanent invalidity, the **Insurance Company** will pay the **Insured Party** all of the assured capital.

- PARTIAL PERMANENT INVALIDITY
 - The Insurance Company will pay the Insured Party the assured capital in proportion to the degree of invalidity determined on the basis of the official scale of invalidities as applied by the Luxemburg Social Security Dept. (Accident Insurance).
 - The degree of permanent invalidity will be determined on the basis of the definitive pronouncement of the victim's condition, but no later than three years after the accident.

3.4. Compensation

- If several partial permanent invalidities result from the same **accident**, the compensation will be established by taking account of the sum of those invalidities, though not exceeding the sum assured for total permanent invalidity.
- The loss of limbs or organs not used before the **accident** (pre-existing infirmity) will not be compensated.
- The **Insurance Company** may not be influenced by the state of infirmity of other limbs or organs unaffected by the **accident** when evaluating the injuries to healthy limbs or organs damaged by the **accident**. If an **illness** or pathological condition makes the consequences of an **accident** worse, the **Insurance Company** may only be liable to compensate for those consequences that the **accident** would probably have had in the absence of that **illness** or pathological condition.

The indemnities due for cases of death and permanent invalidity may not be accumulated.

3.4.1. Medical assessment

The **Insurance Company** will assess the reality of the level and duration of invalidity according to the documents and reports sent to its medical department. If the **Insured Party** contests the decision issued by the **Insurance Company**, he/she must declare it formally to the **Insurance Company**, announcing at the same time the name of the medical assessor he/she has chosen.

If the chosen experts fail to agree on the reality, level and duration of invalidity, each of the parties has the right to notify it to the other and to request the intervention of a third-party assessor, whose decision will be irrevocable.

3.5. Exclusions

The exclusions under Art. 5 of the General Conditions PRO W 1.2008 are applicable, as well as the following damages:

- **Suicide or attempted suicide, voluntary or involuntary;**
- **An accident occurring during an aerial ascent [paragliding, ballooning, etc.];**
- **However, the insurance does cover accidents occurring to the person of the Insured Party as a passenger in any aircraft or helicopter duly authorised for transporting people, so long as the Insured Party is not part of the crew and does not exercise any professional or other activity during the flight in connection with the equipment or the flight;**

- Those occurring during wagers, challenges, participation in races, competitions and motor racing speed trials. Training or trials are also excluded;
- Those occurring during the practice of sports or activities such as: Mountain ascents on uncleared paths, rock climbing, crossing glaciers, baseball, foxhunting or big-game hunting, field or ice hockey, rugby, steeplechasing, parachuting, speleology, any combat sports such as judo, wrestling or boxing;
- Those occurring while using motorcycles with engines bigger than 50 cc, with or without side-car;
- Those relating to accidents or problems with pregnancy and its complications caused by tropical diseases, venereal diseases, ruptured varicose veins and phlebitis;
- Those due to or causing psychological, neuropathological or psychosomatic problems;
- Those due to an illness, accident and/or anomaly (congenital or otherwise) existing before or at the time the policy came into effect and which the policyholder or Insured Party knew about at that time;
- Those due to X-ray treatment if it was not prescribed by a doctor and follows an alteration in health established medically beforehand and covered by the present policy;
- Those caused directly or indirectly by (or giving rise to) mental or nervous disorders, neuroses, psychoses, rest cures and professional illnesses;
- those due to the manifest abuse of alcoholic beverages and narcotics;
- Strikes, wars and civil wars, civil unrest, popular movements, terrorist acts, bacterial or chemical attacks, any effect of radioactive radiation, as well as the deliberate failure to observe official interdictions.
- Apart from the exclusions listed in the Special and General Conditions, the present policy does not cover damages for losses, charges or expenses linked in any way whatsoever with pandemics, AIDS, SARS, haemorrhagic fever or avian influenza.

4. Legal assistance insurance

The **Insurance Company** will reimburse the **Insured Party** for costs and fees up to €1,250:

- 4.1. for his defence before a criminal court to which he/she is summoned following an event covered by the present policy. Penalties, fines and costs imposed by the criminal court will not be reimbursed (Defence Insurance);
- 4.2. For claiming damages and interest from third parties responsible for physical or material damage suffered by the Insured Party as the result of an event covered by the present policy (Appeal Insurance);
- 4.3. **This cover will not be granted:**
 - For claims for reparations against the policyholder;
 - For claims for damages of less than €75;
 - If the Insured Party's appeal has no grounds, either in law or in fact;
 - in case of criminal prosecution of the Insured Party as the result of:
 - Events caused in a state of inebriation or alcoholic delirium or after the use or transportation of drugs;

- **Duelling, fighting or brawling (except for legitimate self-defense)**

4.4. The Insured Party is at liberty to choose his/her own lawyer to represent or serve his/her interests.

The lawyer may only be appointed by the Insured Party with the written agreement of the Insurance Company.

The Insurance Company will not pay the costs and fees incurred by the Insured Party before declaration of the event covered by the present policy or subsequently thereto without notifying the Insurance Company thereof, except for justified urgency.

4.5. In case of a conflict of interest between the **Insurance Company** and the **Insured Party** or a disagreement regarding settlement of the case, the dispute will be submitted to two arbitrators, one of which appointed by the **Insurance Company**, the other by the **Insured Party**.

If they fail to reach agreement, a third arbitrator appointed by them will have the casting vote.

If one of the parties fails to appoint his own arbitrator, or if the two arbitrators fail to reach agreement on appointing a third one, that appointment will be made by order of the Presiding Judge of the court in the district of the domicile of the **Insured Party**, in a special hearing.

Their decision is final and may not be appealed.

Each party shall pay the fees of his own arbitrator and half of those for the third arbitrator.

If, before any arbitration or contrary to the opinion of the arbitrators, the **Insured Party** takes legal action and obtains a solution that is more favourable compared to the opinion of the **Insurance Company** or the arbitrators, the **Insurance Company** will pay compensation for costs and fees incurred for taking that legal action.

5. Assistance

Definitions

5.1. Physical accident

A sudden event beyond the control of the **Insured Party**, giving rise to a bodily injury confirmed by a **competent medical authority**, of which one of the causes is outside the victim's body.

5.2. Insure Party

The person designated by name on the travel/confirmation document.

5.3. Competent medical authority

The medical practitioner recognised by the legislation in force in the country concerned.

5.4. Medical transportation

The transportation to a medical centre in the country of the legal domicile of the **Insured Parties** or the foreign domicile of an **Insured Party** who is ill or injured, accompanied by medical staff (doctor and/or nurse).

Medical transportation is only envisaged in a case of medical emergency with no possibility of appropriate treatment locally.

5.5. Hotel charges

Cover for **hotel charges** is for a room and breakfast.

5.6. Inter Partner Assistance

Insurance Company approved under code no. 0487 to provide tourist insurance (A.R. of 01/07/1979 and 13/07/1979 - M.B. of 14/07/1979), whose head office is at B-1050 Brussels, Avenue Louise 166, BP1. Tél : 0032-2 550 05 41

5.7. Medical incident

Illness or physical accident suffered by an insured party.

5.8. Illness

Any involuntary health problem that can be detected medically.

5.9. Policyholder

The natural or legal person who signs the assistance contract.

5.10. Repatriation

Return of the **Insured Party** and/or **Insured Parties** to their legal domicile.

5.11. Country of Residence

The country of the **Insured Party's** legal domicile stated on the travel/confirmation document.

6. Purpose and scope of the assistance

6.1. Purpose

Inter Partner Assistance guarantees – up to the amounts indicated, including taxes – an assistance service when **Insured Parties** are victims of the contingent events defined in the present policy.

6.2. Territory covered

The assistance service will be provided throughout the world, from when the **Insured Party** departs from his/her legal domicile (or elected domicile as stated in the Special Conditions).

7. Conditions for providing the assistance service

7.1. Inter Partner Assistance comes into operation during the policy's period of validity following defined events and during private or professional life within the limits of the territory covered and the amounts guaranteed.

7.2. Those events must be the subject of a request for assistance submitted to Inter Partner Assistance at the time of the events, unless expressly stated otherwise in relation to certain guarantees.

7.3. The choice of the most appropriate means of transport is left to Inter Partner Assistance; if the distance to be covered is less than 1,000 Km, the primary means of transport will be the railway (1st class); if the distance to be covered is greater than 1,000 Km, the primary means of transport will be by commercial airline (economy class).

7.4. Any assistance not requested at the time of the events will not subsequently give entitlement to reimbursement or compensation; this also applies to any assistance refused by the Insured Party or organised without the agreement of Inter Partner Assistance.

Inter Partner Assistance must be informed of an event when it occurs; the policyholder must send a certificate from the local authorities or aid organisations to IPA.

An exception to this rule is made for the following costs:

- Search and rescue abroad (Art. 8.2) ;

- Transporting the **Insured Party** who has an accident on a ski slope.
- 7.5. Unless agreed otherwise, the cover provided by the present policy is limited to trips lasting a maximum of 90 consecutive calendar days. Events occurring after that period will not be covered.
- 7.6. Cover will not be provided if, in spite of an official declaration by the Ministry of Foreign Affairs advising its nationals not to go to a country where there is instability, civil unrest, war or civil war, the **Insured Party** nevertheless decides to undertake his journey there.

8. Personal Assistance

8.1. Medical assistance

If an **Insured Party** is the subject of a **medical incident**, the medical team of Inter Partner Assistance will at first call contact the local attending physician in order to intervene in the conditions most appropriate to the condition of the **Insured Party**.

In all cases the organisation of emergency aid is assumed by the local authorities.

8.2. Cost of search and rescue abroad

Inter Partner Assistance will reimburse the costs of search and rescue incurred in saving the life or physical integrity of an **Insured Party** up to the countervalue of €2,000 per claim on condition that the rescue is the result of a decision taken by the appropriate local authorities or official aid organisations. Inter Partner Assistance must be informed of an event when it occurs; the policyholder must send a certificate from the local authorities or aid organisations to IPA.

8.3. Reimbursement of the “*Remonte-pentes*” [“*Remounting the slopes*”] deposit

If the condition of an injured **Insured Party** requires more than 24 hours' hospitalisation and/or repatriation organised by Inter Partner Assistance, his/her “*Remonte-pentes*” deposit will be reimbursed, on presentation of the original, in proportion to the time during which it was not possible to use it, up to a maximum of €124.

8.4. Skiing accidents abroad

In case of a **physical accident and/or incident** on a ski slope, Inter Partner Assistance will reimburse the **Insured Party**, on presentation of an original bill, the costs of descent by ambulance sleigh incurred as a result of that **accident and/or incident**. Inter Partner Assistance must be informed of the **accident and/or incident** no later than 72 hours after its occurrence.

This cover will not apply if the accident occurs as a result of skiing off-piste without a guide approved by the authorities of the country.

8.5. Reimbursement of medical expenses following a medical incident abroad

Inter Partner Assistance will advance and pay per claim per **Insured Party** on AXA's behalf the costs incurred for medical care received abroad following a **medical incident**, up to a maximum of €6.000 per **Insured Party**.

This cover will include:

- Medical and surgical fees;
- Medications prescribed by a local doctor or surgeon;
- The hospitalisation charges if the Inter Partner Assistance doctors consider that the **Insured Party** cannot be transported;
- The costs of transportation ordered by a doctor for a local journey;
- The costs of urgent dental treatment up to a maximum of €250 per claim.

8.5.1. Excluded medical expenses

The following will not be refunded:

- **Interventions and treatments of an aesthetic nature;**
- **Medical expenses incurred in the place of residence, whether or not they are the result of an accident or illness that occurred abroad;**
- **The costs of various therapies (slimming, thermal spas, etc.), physiotherapy and vaccinations;**
- **Treatments not recognised by the social security department of Luxemburg;**
- **The costs of spectacles, contact lenses, medical devices and the costs of prostheses in general;**
- **The expenses resulting from the use of narcotics (unless prescribed by a doctor) and/or alcohol abuse;**
- **Any request for intervention not submitted at the time of the events**
- **except medical expenses and medical prescriptions required abroad which did not involve hospitalisation.**

8.5.2. Conditions for covering medical expenses

8.5.2.1. Payment and/or reimbursement is additional to the reimbursements and/or payments obtained by the **Insured Party** or his/her beneficiaries from social security and/or any other provident organisation to which he/she is affiliated.

8.5.2.2. Payment and/or reimbursement of the costs of treatment is done under the public system. The payment and/or reimbursement of treatment costs under the private system will only be done if the technical and medical imperatives justify it and the medical department of Inter Partner Assistance has given its agreement beforehand.

8.5.3. Modalities for the payment of medical expenses

The additional payment of these expenses is made by Inter Partner Assistance to the **Insured Party** upon his/her return after recourse to the various bodies mentioned in the preceding paragraph, upon presentation of the all the original probatory documents.

If Inter Partner Assistance pays an advance for medical expenses, the **Insured Party** undertakes to do what is necessary to claim back those expenses from social security and/or any other provident organisation to which he/she is affiliated (mutual insurance company or other) and to pay the money thus obtained back to Inter Partner Assistance.

8.6. Sending a doctor to the location

Following a medical incident and if the medical team of Inter Partner Assistance deems it necessary, Inter Partner Assistance will appoint a doctor or medical team to go to the **Insured Party** to better decide on the measures to be taken and to organise them.

8.7. More than 5 days' hospitalisation of the Insured Party travelling abroad alone

If the Insured Party, travelling alone, is hospitalised following a medical incident and the doctors appointed by Inter Partner Assistance advise against his/her transportation for 5 days, Inter Partner Assistance will organise and pay for the following:

The return journey of a member of his/her family or a friend residing in the same country as the **Insured Party's** legal domicile to go to the ill or injured **Insured Party**, the local **hotel charges** for that person, up to a maximum of €70 per day, for a maximum of 10 days, subject to presentation of the original bills.

8.8. Costs of prolonging the sojourn of the Insured Party abroad

If the **Insured Party** cannot undertake the planned return trip for medical reasons. If an **Insured Party** who has suffered a medical incident cannot return home on the date initially planned, IPA will contribute a maximum of €700 per sojourn to the costs of prolonging the sojourn. In this case, if the ill or injured **Insured Party** is accompanied by members of his/her family or a co-insured travelling companion, the costs of prolongation for those other persons will be covered up to €700 per claim.

8.9. Taxi fares

If the **Insured Party** is hospitalised abroad following a medical incident, IPA will pay the taxi fares – one return fare per day from the place of accommodation to the hospital – to enable a family member, spouse or travelling companion to go to his/her bedside.

The amount of this cover is limited to a maximum of €375 per claim and fares will only be refunded on presentation of the original bills.

8.10. Telecommunication charges

Inter Partner Assistance will reimburse telecommunication charges incurred during the sojourn for requesting assistance from the insurer, on presentation of the bills.

8.11. Repatriation or transportation following a medical incident

If the **Insured Party** is hospitalised following a **medical incident** and the medical team of IPA considers it necessary to transport him/her to a medical centre that is better-equipped, more specialised or closer to his/her domicile, IPA will organise and pay for the **repatriation** or medical transport of the ill or injured **Insured Party**, under medical supervision if necessary, and according to the seriousness of the case by:

- Railway (1st class);
- Light medical vehicle;
- Ambulance;
- Commercial airline, economy class with special arrangements if necessary;
- Air ambulance.

- If the event occurs outside Europe and the Mediterranean countries, transportation will be by commercial airline (economy class) only.

The IPA doctor will decide on the transportation, the means to be deployed and the hospital abroad (as the case may be), based solely on technical and medical imperatives. The IPA doctor must give his agreement before any transportation takes place.

Information from local doctors and/or the **Insured Party's** GP, which might be essential, will help the IPA doctors to take the most appropriate decision.

In this respect it is expressly agreed that the final decision, to be implemented in the interests of the **Insured Party**, is in the last resort up to the IPA doctors, in order to avoid any conflict of medical authority.

Moreover, if the **Insured Party** refuses to abide by the decision considered to be the most appropriate by the IPA doctors, he/she shall expressly absolve Inter Partner Assistance of any responsibility, particularly if he/she returns by his/her own means or if his/her state of health deteriorates.

8.12. Funerary repatriation during the course of a trip

Abroad:

If an **Insured Party** dies abroad and if the family decides for burial (or cremation) in the country of the **Insured Party's** legal domicile, IPA will organise the **repatriation** of the mortal remains and pay for the following:

- The costs of funerary treatment;
- The costs of placing the body in the coffin locally;
- The costs of a coffin, up to a maximum of €620;
- The costs of transporting the mortal remains from the place of decease to the place of burial or cremation in the country of the **Insured Party's** legal domicile.

The costs of the ceremony and burial or cremation in the country of the **Insured Party's** legal domicile will not be covered by Inter Partner Assistance.

If the family decides for burial or cremation locally abroad, IPA will organise and pay for the same items as aforementioned. Furthermore, it will organise and pay for the return journey of a family member or friend residing in the country of the **Insured Party's** legal domicile to go to the place of burial or cremation.

In the case of local cremation abroad with ceremony in the country of the **Insured Party's** legal domicile, IPA will pay for the costs of **repatriation** of the urn to said country.

The contribution of IPA is in all cases limited to those expenses relating to the **repatriation** of the mortal remains to the country of the **Insured Party's** legal domicile.

The choice of firms involved in the process of **repatriation** is entirely up to Inter Partner Assistance.

8.13. Costs of repatriating the other insured parties in case of medical transportation or death of an Insured Party abroad

In case of **medical transportation** or death of an **Insured Party** abroad, IPA will organise and pay for the early return of the other insured parties to the country of their legal domicile.

This cover applies if the other insured parties cannot use the same method of transport as for the outgoing journey or that initially planned for the return and re-entry to the country of their legal domicile by their own means.

Inter Partner Assistance will also organise and pay for the return of any domestic pets (dog(s) or cat(s)) accompanying the **Insured Party**.

8.14. Looking after children under 16 abroad

If the Insured Party/Parties accompanying children under 16 years old is/are unable to look after them following a medical incident, Inter Partner Assistance will organise and pay for the return trip of a person residing in the country of the **Insured Party's** legal domicile, designated by the family, to go and collect the children under 16 and take them back to their legal domicile.

The charge for one night in a hotel for that person will be paid by IPA up to a maximum of €75, upon presentation of the original bills.

If it proves impossible to reach one of the persons mentioned above, or if such persons are unable to undertake the journey, IPA will send a delegate to take charge of the children and take them back to the country of the **Insured Party's** legal domicile, to the safekeeping of the person designated by the **Insured Party**.

8.15. Early return of an Insured Party

If the **Insured Party** has to interrupt his/her trip abroad because of:

- The sudden death of a member of his/her family in the country of his/her legal domicile
- The sudden death of an associate who cannot be replaced for the daily management of the Insured Party's business or the locum of the Insured Party in his/her liberal profession [doctor, lawyer, etc.]
- The hospitalisation of more than five days of a member of his/her family in the country of his/her legal domicile
- Major damage to the legal domicile of the **Insured Party**, which occurred in the latter's absence, for which his/her presence on site is indispensable.

IPA will organise and pay for the following, to their domicile or place of burial in the country of their legal domicile:

- Either the 2-way trip of an **Insured Party**;
- Or the homeward journey of the **Insured Party**, members of his/her family and/or

travelling companion if the latter had to continue the trip alone.

The “Early Return” cover for an **Insured Party** will only be settled on presentation of a death or hospitalisation certificate and only if the **illness** or death was unforeseeable at the time the **Insured Party** left to go abroad.

9. “Travel Abroad” Assistance

9.1. Miscellaneous information

Inter Partner Assistance will provide the **Insured Party**, by telephone, with information regarding travel abroad (visas, passports, vaccinations, etc.).

9.2. Assistance in case of theft, loss or destruction of luggage abroad

If the **luggage** of an **Insured Party** is lost or stolen during transfer at an airport, IPA will help complete the formalities with the appropriate authorities and will provide him/her with any information relating to developments in the investigations.

If the **luggage** of an **Insured Party** is lost, stolen or destroyed, IPA will reimburse the **Insured Party** the costs of essential purchases up to a maximum of €150, subject to submission of the original bills.

9.3. Sending urgent messages to the place of residence

If the **Insured Party** so requests, IPA will send to any person in the **place of residence**, free of charge, urgent messages relating to the **insured** guarantees and services.

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

Any text involving criminal, financial, civil or commercial liability will be sent under the sole responsibility of its author, whom it must be possible to identify. Its content must furthermore comply with Luxembourg and international law.

9.4. Assistance in case of loss or theft of travel documents and tickets

In case of loss or theft of tickets and documents needed for returning home and after submitting a declaration by the **Insured Party** of the facts to the local authorities, Inter Partner Assistance will:

- Do everything to facilitate the procedures and formalities necessary for the return of the **Insured Party** home;
- Supply, at the request of the Insured Party, information concerning the contact details of the consulates and embassies of the **Insured Party**'s country of origin;
- Provide the **Insured Party** with the tickets needed to return home or continue his/her trip – the latter must reimburse IPA for the price of the tickets within two months of being provided therewith.

In the case of loss or theft of cheques, bank or credit cards, IPA will provide the **Insured Party** with the telephone numbers of the banks, enabling the requisite protective measures to be taken.

The **Insured Party** must declare the loss or theft to the appropriate local authorities.

Under no circumstances may Inter Partner Assistance be held liable for the transmission of erroneous information supplied by the **Insured Party**.

9.5. Sending essential medications abroad

If the **Insured Party** falls ill abroad, IPA will organise and pay for finding and providing essential medications prescribed by a **competent medical authority**, subject to prior approval from IPA's medical department.

Inter Partner Assistance will organise and pay for sending and providing essential medications prescribed by a **competent medical authority** which cannot be found locally but are available in the country of residence.

Inter Partner Assistance will organise and pay for finding and sending those medications by the fastest method, subject to local and international legislation and the availability of the means of transport.

The **Insured Party** undertakes to reimburse Inter Partner Assistance for the price of the medications provided for him/her, plus any customs duties, within two months of their being dispatched.

9.6. Assistance with foreign languages

If the **Insured Party** encounters linguistic difficulties abroad in relation to the assistance being provided, IPA will make such translations as are necessary by telephone to facilitate a full understanding of the events.

If the translation were to exceed the scope of IPA's commitment, the contact details of a translator-interpreter will be sent to the **Insured Party** on request; the latter will be responsible for paying the fees thereof.

9.7. Cash advance

If an event covered by the policy occurs abroad for which a request for assistance has been sent to IPA and, as the case may be, after declaration to the local authorities, IPA will, at the request of the **Insured Party**, do what is necessary to ensure the latter receives the countervalue of €2,500 max. This sum must be deposited beforehand with IPA in cash or by a standard bank cheque.

9.8. Domestic pets

If a duly vaccinated dog or cat accompanying an Insured Party abroad falls **ill** or has an **accident**, Inter Partner Assistance will pay the veterinary charges recognised by the legislation in force in the country concerned up to a maximum of €62, subject to submission of the original documents certifying the **illness** or **accident**.

10. Legal assistance

10.1. Payment of bail abroad

If the **Insured Party** is prosecuted following a traffic **accident** abroad, Inter Partner Assistance will advance the amount of the bail demanded by the legal authorities up to a maximum of €12,500 per insured party.

Inter Partner Assistance will grant the **Insured Party** a period of three months to refund this money, starting from the date of the advance.

If the bail is reimbursed by the authorities of the country before that deadline, it must be returned to Inter Partner Assistance immediately. If the **Insured Party** fails to appear in court after being summoned (or his legally appointed representative, to the extent that the law so permits), Inter Partner Assistance will demand the immediate reimbursement of the bail money.

10.2. Lawyer's fees abroad

If the **Insured Party** is prosecuted following a traffic accident abroad, Inter Partner Assistance will advance the amount of the fees for a lawyer freely chosen by the **Insured Party**, up to a maximum of €1,250 per insured party. IPA will not contribute to the legal costs (country of residence) for a lawsuit instigated by the **Insured Party** abroad.

The **Insured Party** undertakes to reimburse Inter Partner Assistance for the amount of the fees within three months of the date of the advance.

11. Assistance at home

11.1. Early return of the parents if a child under 16 years old has to be hospitalised in the country of residence

If an insured party under 16 years old has to be hospitalised (country of residence) for at least 48 hours while his/her parents are abroad, Inter Partner Assistance will organise and pay for the return home of the latter. If the parents cannot return home immediately, IPA will keep them informed as to developments in the state of health of their child.

12. Exclusions

12.1. Exclusions common to all items covered by the policy

The following are not covered and will not be reimbursed:

- Costs incurred by an Insured Party without the prior agreement of Inter Partner Assistance (unless stated otherwise in the contract);
- Catering costs;
- The costs of taxis, except those explicitly provided for in the contract;
- costs known about before departure abroad (local accommodation costs, etc.);
- The normally foreseeable detrimental consequences of an act of commission or omission of which the Insured Party is guilty;
- Dangerous activities, such as acrobatics, lion-taming or (deep-sea) diving, or one of the professional activities listed below:
 - Climbing rooftops, ladders or scaffolding;
 - Descending into pits, mines or quarries;
 - Manufacturing, using or handling fireworks or explosives;
- Events provoked by a deliberate act, by suicide or attempted suicide committed by the Insured Party;
- A need for assistance which arose while the Insured Party was in a state of inebriation, being drunk and disorderly in a public place or in a similar state as the result of taking products other than alcoholic beverages, or while undertaking a reckless act, a wager or a challenge;
- Events resulting from war, general mobilisation, a requisitioning of men and materials by the authorities, terrorism or sabotage, or social conflicts such as strikes, lock-outs, civil unrest or popular movements, unless the Insured Party can demonstrate that he/she did not participate in such events;
- Nuclear accidents as defined by the Paris Convention of 29 July 1960 or resulting from radiation coming from radio-isotopes;
- Participation in competitions or training courses for such competitions; the practice of competitive sports involving the use of motor vehicles; the professional practice of any other sports and the practice of any sports considered to be dangerous;

- The cover that cannot be provided due to force majeure or the action of government unhampered by legal considerations;
- Any costs not explicitly stated as being covered by the policy;
- Charges paid without the agreement of Inter Partner Assistance.

12.2. Exclusions regarding personal assistance

The following items are not covered:

- The costs of medical treatment and medication prescribed and/or taken in the Insured Party's country of legal domicile following an illness or accident occurring abroad;
- Benign disorders or injuries that do not impede the Insured Party from continuing his/her trip;
- Mental illnesses and psychiatric conditions that had already been treated;
- Pregnancy conditions after the 26th week and voluntary interruptions of pregnancy;
- Chronic illnesses causing neurological, respiratory, circulatory, sanguinary or renal alterations;
- Relapses and convalescences of any disorders revealed, not yet consolidated and in course of treatment before the departure date and likely to risk a real danger of rapid deterioration;
- Chronic disorders, diseases in course of treatment and states of convalescence not consolidated;
- The costs of preventive medicine and thermal cures;
- The costs of diagnosis and treatment not recognised by Social Security;
- The purchase and repair of prostheses in general, including spectacles, contact lenses, etc.

13. Legal framework

13.1. Commencement of policy

Unless specified otherwise, the policy will take effect on the date indicated in the Special Conditions.

13.2. Duration and end of policy

13.2.1 Duration and temporary end of policy

The duration of the policy is specified in the Special Conditions.

13.2.2. End of Policy

13.2.2.1. Inter Partner Assistance may terminate the policy under the following circumstances:

In case of failure by the **policyholder**, the **Insured Party** or the beneficiary to meet the obligations arising from the policy contract. Such termination must be notified no later than one month after payment of the indemnity or notification of refusal to accept the cover offered.

The effects of the policy shall cease one month after notification of termination by registered letter.

Any premium not absorbed will be refunded in proportion to the time remaining.

The effects of the policy shall cease upon notification of its termination if the Insured Party has fraudulently failed to meet one of the obligations arising from the occurrence of the claim.

13.2.2.2. The policyholder may terminate the policy under the following circumstances:

After each declaration of claim. Such termination must be notified no later than one month after payment of the indemnity or notification of refusal to accept the cover offered.

Within 30 days of receiving a copy of the Special Conditions signed beforehand if the policy contract was concluded for a period of more than 30 days.

In this case, termination takes effect immediately at the time of notification.

The effects of the policy shall cease after one month, starting from the day after the cancellation by registered letter was deposited at the post office.

13.3. Subrogation and multiple insurances

13.3.1. Responsible third parties

Inter Partner Assistance, which has provided assistance or paid the indemnity, is subrogated up to the amount thereof in the rights and actions of the **Insured Parties** against third parties responsible for the damage.

If, after the evidence of the Insured Party or the beneficiary, that subrogation can no longer produce its effects in favour of Inter Partner Assistance, the latter may claim restitution therefrom of the indemnity paid to the extent of the prejudice suffered.

The subrogation may not harm the **Insured Party** or the beneficiary who would only have

been partially indemnified.

In this case, he/she may claim the remainder of his/her entitlements in preference to Inter Partner Assistance.

Except in a case of malicious intent, Inter Partner Assistance shall have no claim against the **Insured Party's** descendants, forbears, spouse and partners in direct line therewith, nor against persons living under his/her roof, his/her guests or members of his/her domestic staff.

However, IPA may exercise a claim against those persons if their responsibility is effectively covered by an insurance policy.

13.3.2. Multiple insurances

Inter Partner Assistance will only intervene after exhaustion of the cover provided by other provident, insurance and assistance organisations or benefits provided by the social security system to which the **Insured Party** is entitled. If those organisations between them provide a means of covering the cost of the claim other than the one mentioned above, Inter Partner Assistance will opt for the allotment method provided under Art. 55 of the Law of 27 July 1997 on insurance contracts. Inter Partner Assistance, which has provided assistance or paid the indemnity, is subrogated up to the amount thereof in the rights and actions of the Insurers against third parties responsible for the damage.

13.4. The commitments

13.4.1. The commitments of the Insured Party

13.4.1.1. Claim declaration

The **Insured Party** must inform Inter Partner Assistance and the Luxair guide when a claim arises as soon as possible and in any case by the deadline specified.

The **Insured Party** must provide all the requisite information without delay and answer any questions put to him/her in order to determine the circumstances and assess the extent of the claim.

In order to organise the assistance as well as possible and in particular to agree the most appropriate means of transport (plane, train, etc.), the **Insured Party** must ensure that he/she contacts Inter Partner Assistance before any intervention and not to incur expenses for assistance without the latter's agreement.

Failing that, those expenses will be reimbursed up to the amounts indicated in the General Conditions and within the limits that Inter Partner Assistance would have covered if it had organised the service itself.

13.4.1.2. Penalties

If the Insured Party fails to meet one of the obligations described above, causing prejudice to Inter Partner Assistance, the latter shall have the right to claim a reduction in its contribution, up to the amount of the prejudice it suffers as a result.

Inter Partner Assistance may decline its cover if the **Insured Party** has fraudulently not fulfilled the obligations described above.

13.4.2. Obligation of means

Inter Partner Assistance will do everything possible to assist the **Insured Party**.

However, Inter Partner Assistance may under no circumstances be held liable for non-fulfilment or for delays caused by:

- A civil or international war
- General mobilisation
- Requisition of men and materials by the authorities
- Any acts of sabotage or terrorism committed in relation to concerted actions
- Social conflicts such as strikes, civil unrest, popular movements, lock-outs, etc.
- The effects of radioactivity
- Any cases of force majeure making it impossible to fulfill the insurance contract.

13.5. Non-contractual intervention

It may happen that, in the interests of the **Insured Party**, Inter Partner Assistance must pay for expenses not covered by the policy.

In such a case, the **Insured Party** undertakes to reimburse Inter Partner Assistance for them within one month of their payment.

13.6. Correspondence

Communications or notifications for the **Insured Party** shall be validly delivered to the address indicated by the latter in the insurance contract or that which he/she notified subsequently to Inter Partner Assistance.

Communications or notifications from the **Insured Party** shall be validly delivered to Inter Partner Assistance, Avenue Louise 166 B.P. 19, B-1050 Brussels Tél : 0032-2 550 05 41 or to the insurance broker bearing the receipt drawn up by Inter Partner Assistance or intervening at the conclusion or fulfilment of the insurance contract.

Obligations of the Insured Party in case of claim

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

Thereafter, the Insured Party undertakes to do the following within no more than 3 months after the occurrence of the incident and the intervention of Inter Partner Assistance:

- Provide documentary proof of the expenses incurred;
- Provide proof of the events giving entitlement to the insurance cover;
- Return any travel tickets unused because Inter Partner Assistance paid for the transportation.

If Inter Partner Assistance has paid an advance on medical expenses, the Insured Party must immediately follow all the requisite procedures with the social security and/or provident organisations covering the same expenses to obtain recovery thereof and pay back the sums thus collected to Inter Partner Assistance.

Accident

Inform Inter Partner Assistance of the incident immediately.

Ask for official certification (medical or death certificate) and collect witness testimony if possible.

Provide AXA Assurances Luxembourg or its representatives with free access to the victim.

Permit an autopsy if AXA Assurances Luxembourg so requests.

Illness

Request a certificate from the doctor, asking him to include his diagnosis of the injuries or illness and his opinion as to their origins and their consequences (duration of confinement to bed or hospitalisation, recommended treatment, any special measures envisaged).

In the case of medical expenses that have been paid, request a paid invoice, which you will send to your health insurance office and/or any other provident organisation that covers you for part of the expenses.

The balance will be reimbursed by the Insurer on presentation of the duly completed form entitled “*Déclaration Frais Maladie*” [“Declaration of Expenses for Illness”] (may be downloaded from the internet site www.luxair.lu), the calculation of your health insurance office and/or any other provident organisation and a copy of the invoices.

Assistance

Inform the Luxair guide.

Contact Inter Partner Assistance as soon as possible, before taking personal initiatives to obtain [financial] assistance, in order to make it possible to provide that assistance as efficiently as possible.