

Description of the interventions guaranteed per product*							
all in +	all in	travel protect	cancellation insurance	personal assistance	baggage insurance	capital accident during travel	option vehicle assistance
4.1 to 4.3	4.1 to 4.3	4.1 to 4.3	-	4.1 to 4.3	-	-	-
5.1 to 5.8	5.1 to 5.8	-	-	-	-	-	-
-	-	-	-	-	-	-	6.1 to 6.3
7.1 to 7.6	7.1 to 7.6	7.1 to 7.6	-	-	7.1 to 7.6	-	-
8.1 to 8.5	8.1 to 8.5	8.1 to 8.5 (Within the boundaries of point 8.3.2)	8.1 to 8.5	-	-	-	-
9.1 to 9.10	9.1 to 9.10	-	-	-	-	9.1 to 9.10	-
10.1 to 10.4	10.1 to 10.4	-	-	-	-	-	-
11	11	-	-	-	-	-	-
Specific covers in <b>bold</b> .							

\*Chapters 1 till 3 are valid for all products.

Ref. N°: .....	<input type="checkbox"/> all in +	<input type="checkbox"/> cancellation insurance	<input type="checkbox"/> capital accident during travel
Name of client: .....	<input type="checkbox"/> all in	<input type="checkbox"/> personal assistance	<input type="checkbox"/> option vehicle assistance
	<input type="checkbox"/> travel protect	<input type="checkbox"/> baggage insurance	

**1. DEFINITIONS**

**1.1 Insurer**  
In these general conditions, the term "Touring" refers to ATV S.A., a public company with registered office in 1040 Brussels, 44 Rue de la Loi, RPM 0441.208.161 Brussels an insurance company authorised by Royal Decrees of 11 January 1991 and 24 February 1992 (Belgian Government Gazette of 13 February 1991 and 14 March 1992), to engage in insurance activities in branches 9, 16, 17 and 18 and recognized by National Bank of Belgium under number 1015.  
Every request for intervention must in all cases be directed to Touring at the time as events occur for which payment of the intervention is indicated. Touring is at all times liable for the guaranteed intervention and remains fully responsible for their correct execution.

**1.2 Policyholder and Insured Persons**

The policyholder is the person who signs the insurance contract on behalf of himself or for one or more person(s) specified in the contract.  
The insured persons are the natural or legal persons whose names are specified in the special conditions of this contract under the heading 'Insured Persons'.  
If this contract is signed by a legal person, the physical persons whose names are specified under the heading "Insured Persons" are put on a par with the natural person who has signed the contract. Persons insured must be resident in a Member State of the European Union or in Switzerland. For the "Travel Protect Family" product, members of the family deemed to be covered are the legal spouse or de facto partner, any unmarried children, and dependent parents and grandparents. All of these persons must have the same place of legal residence and be mentioned in the special conditions. Acknowledged children who are dependent on their parents, but living with a partner separately at another address are also covered if they are specified at the time the policy is taken out and on condition that they are resident in a Member State of the European Union or in Switzerland.  
In the general conditions the insured persons are referred to by the terms "you" or "your" or "the beneficiaries".

**1.3 Covered vehicle**

The following shall be considered to be covered vehicle(s): the vehicle(s) that are specified in the special conditions of this contract under the heading "Covered Vehicles", to the extent that these are private cars, vehicles used for various purposes, motorcycles, delivery vans, minibuses or mobile homes whose weight including contents does not equal more than 3.5 tons and whose number plates are specified in the special conditions. These vehicles must be registered in a member state of the European Union or in Switzerland.  
The number plate must be consistent with the registration document of the vehicle in question; otherwise the vehicle shall not be considered to be covered by the policy.  
The following shall also be considered to be covered vehicle(s): caravans or trailers towed by a covered vehicle at the time of an incident and whose weight including contents is not more than 1.5 tons. The in the general terms and conditions covered vehicles are referred to as "your vehicle", "your caravan" or "your trailer".

**1.4 Insured passengers**

Insured passengers are all the insured persons who are travelling in the vehicle. The number of insured passengers may not exceed the maximum number of persons that may be transported as mentioned by the vehicle manufacturer.

**1.5 Travelling companion**

One person or one couple, including family members residing under the same roof as the insured person with whom the insured person or couple has/have decided to travel or rent a holiday residence for which they have registered simultaneously.

**1.6 Life companion**

The person with whom the beneficiary forms a legal or actual community and who is registered at the same address.

**1.7 Second-degree family members**

Second-degree family members include: the father, mother, children, sisters, sisters-in-law, daughters-in-law, brothers,

brothers-in-law, sons-in-law, father-in-law, mother-in-law, grandparents and grandchildren.

**1.8 Travel contract**

The reservation contract purchased by the policyholder for himself or for the insured persons, to the extent that the trip was purchased in Belgium or the Grand Duchy of Luxembourg.

**1.9 Domicile**

The following shall be considered to be the domicile: the address specified in the policy of the natural person or legal person who purchases the policy and who is domiciled in a member state of the European Union or in Switzerland.

**1.10 Claim**

The claim is the document that the policyholder sends to the insurer in order to report and clarify the circumstances in which the loss was incurred and to request payment of the guaranteed intervention. The claim, as well as any other document or evidence given to the insurer, must be written in the language of the insurance policy unless agreed otherwise.

**1.11 Illness**

A sudden health disturbance, not caused by an accident and that is established and diagnosed by a physician. An illness or disease is considered stable when the medical or paramedical treatment associated with the illness remains unchanged, when there has been no admission to hospital, no relapse and the treating doctor has not advised against travelling. These three conditions must remain in place for one or more months, in accordance with the specific requirements for some forms of cover. This coverage requires substantiation by a medical report from the attending physician confirming this stability.

**1.12 Pre-existing condition**

A pre-existing condition is deemed to be a deterioration in health diagnosed and certified by a medical doctor and requiring regular medical follow-up and appropriate care.

**1.13 Accident**

a. With regard to the guarantees "Assistance to persons", "Cancellation", and "Travel compensation" an accident is defined as follows: a sudden and external event due to circumstances beyond the control of the victim, resulting in bodily injury, that is established and diagnosed by a physician.  
b. For the other guarantees: a sudden and external event, due to circumstances beyond the control of the victim, resulting in an established loss.  
Suicide and suicide attempts are not considered an accident.

**1.14 Incident**

For the guarantee "Assistance for vehicles" the following are regarded as incidents: all mechanical or electrical defects, or electronic parts of the covered vehicle that lead to in the immobilisation of the vehicle either at home or on a public road or defects because of which the vehicle can no longer be safely operated.  
There is also coverage for: traffic accidents, incidents due to problems with tyres, lack of fuel, breakdown as a consequence of the use of the wrong fuel in the vehicle, a jammed vehicle, vandalism, theft or attempted theft of the vehicle or of one or more parts of the vehicle, being unable to start the engine of the vehicle due to the loss of keys or because the keys are in the locked vehicle.

**1.15 Repatriation**

Return to your domicile or the country of your domicile.

**1.16 Baggage**

The term baggage refers to all movable property and the necessary goods that you take with you during your trip for personal use or which you acquire during your trip in order to take them with you.

**1.17 Demonstrated burglary**

Gaining access to a locked, closed space and leaving behind clearly visible signs of burglary.

**1.18 Europe Zone**

All countries of the European Union.

**1.19 Extraordinary events**

The events specified in this contract that relate to extraordinary natural catastrophes (as described under paragraph 1.18), epidemics or attacks, which are not yet known at the time at which the policy is signed, of a sufficient magnitude to justify ad hoc information from the Federal Department of Foreign Affairs and that are reported by most media channels for at least 3 days.  
This contract does not relate to the following events: war, civil war and riots.

**1.20 Natural catastrophe**

A natural catastrophe is a sudden event, having a natural cause and with large-scale consequences. Natural catastrophes are events coming from the earth with consequences for the earth, like floods (storm surge), dry ground (extreme drought), earthquakes, volcanic eruptions and land slides. Storms and the consequences of winds (hurricanes, tornados, snow piles due to wind...) are not considered as natural catastrophes. An incident is considered to be a natural disaster from the moment that there is coverage of the event in the media for a minimum period of 3 days and when non-essential journeys are advised against by the Federal Public Service Foreign Affairs.

**1.21 Atmospheric conditions**

Any event that stems from a natural catastrophe as described under paragraph 1.20.

**2. CONDITIONS FOR APPLICATION**

**2.1 Guaranteed intervention**

This contract has to be concluded for the whole trip. Within the limits of the guarantees and amounts specified in the general and special conditions of Touring, this contract guarantees the payment of the foreseen amount and the supply of the foreseen services.  
Irrespective of the number of contracts signed at Touring the maximum insurable amounts are the following:  
• for the guarantees for Cancellation and Travel Compensation, the maximum insurable amount per travel contract is € 30,000;  
• € 4,000 per insured person for the baggage guarantee, in accordance with article 7.1 of the present general conditions;  
• € 12,500 per insured person for the guarantee "Capital accident during travel", in accordance with article 9 of the present general conditions;  
• for the other guarantees the maximum amounts are specified in this text.

**2.2 Duration and termination of the contract**

The contract exists from the moment that the policyholder signs the insurance policy or the insurance application and terminates on the last day of the trip as stated in the special conditions.

**2.3 Validity**

In case of a relocation of more than 3 consecutive months, only those events entitle to the guaranteed intervention abroad that occur prior to the expiry of the first 3 months.

**2.4 Coming into force and termination of guarantees**

The guarantees commence at the earliest on the day after the receipt of the pre-signed policy or the request for insurance by Touring, on the condition that the premium for this contract has already been received by Touring or by the specified insurance intermediary.  
Undiminished to the above formulation the following applies:  
• for the guarantee "Cancellation": the guarantee starts together with the subscription of the above mentioned contract that must be closed together with the relevant travel package and terminates at the start of the relevant travel package as stated in the special conditions. The cancellation insurance must be signed at the latest 15 days after the booking of the trip for all trips starting minimum 45 days after the subscription, and within the 24 hours in all other cases;  
• for the other guarantees: the guarantees commence at 0 o'clock on the day that is specified in the special conditions as the start date of the trip and terminates at 24 o'clock on

the day that is specified in the special conditions as the termination date. The guarantees are only valid if they were endorsed for the entire trip (departure, accommodation and return).

If your stay is extended on medical recommendation or if the means of transport that was to be used for your return to your domicile cannot be used because of a breakdown, an accident, theft, fire, vandalism or strike, the guarantees "Assistance to Persons", "Ski coverage", "Assistance to vehicles", "Capital accident during travel" and "Baggage" are automatically extended for as long as this proves necessary. For the above you must inform Touring within 24 hours and send them a written document of proof from a competent authority within 7 days.

## 2.5 Territorialism

In function of the chosen destination (in Europe or in the world), as stated in the special conditions, the insured enjoys the chosen guarantees in the following countries:

- for the guarantees "Cancellation" and "Travel Compensation": worldwide;
- for the guarantee "Capital accident during travel": worldwide;
- for the guarantee "Baggage": worldwide, outside your domicile.

The guarantees "Assistance to persons" and "Assistance to vehicles" are specific:

### a. Zone A:

- for the guarantees "Assistance to persons" and "Ski coverage" there is coverage in the states of the European Union, as well as in Monaco, San Marino, Andorra, Liechtenstein, Vatican City, Switzerland, Montenegro, Byelorussia, Bosnia-Herzegovina, Croatia, The Russian Federation (to 60° eastern longitude), Iceland, Macedonia, Moldavia, Norway, Serbia, Turkey, Ukraine, Morocco, Tunisia, Egypt and Israel. There is no coverage in the country in which you reside;
- for the guarantee "Assistance to vehicles" there is coverage in the countries of the European Union (except for Estonia, Cyprus, Latvia and Lithuania), as well as in Monaco, San Marino, Andorra, Liechtenstein, Vatican City, Switzerland, Montenegro, Bosnia- Herzegovina, Croatia, Iceland, Macedonia, Norway, Serbia, with the exception of the country in which you reside.

On the departure date and the return date that are specified on your travel contract, Touring also guarantees you assistance in case of automotive breakdown and towing in the country of your domicile as defined in article 6.1 to the extent that the guarantee "Assistance to vehicles" has been endorsed and to the extent that the number plate of the immobilized vehicle corresponds with the number plate that is specified in the special conditions.

Assistance to vehicles does not apply on the Canary Islands, Turkey, Madeira, the Spanish enclaves Ceuta and Melilla in African territory as well as on French territory outside of European France.

### b. Zone B:

- for the guarantees "Assistance to persons" and "Ski coverage": coverage worldwide, outside the country where you reside;
- for the guarantee "Assistance to vehicles": see article 2.5.a. The guarantees abroad are not permitted in countries which are at war, civil war, martial law or that are suffering from terrorism, rioting or violent strikes to the extent that the Belgian or international press had reported on these matters during the 6 months preceding departure or with regard to which the Foreign Office Department of Foreign Affairs recommended via the media that these countries be avoided. Touring places its international technical and medical assistance organisation at the disposal of the beneficiaries. This functions 24 hours out of 24 and 7 days out of 7 and can be reached via the telephone number +32 2 286 31 27. The Touring Call Center can also be reached via fax at the number +32 2 233 23 58 or via e-mail at the following address: fronta@touring.be.

## 2.6 Termination after a claim

The insurer and the policyholder can terminate the contract after every claim, at the latest one month after the payment of the compensation or the notification of the refusal to intervene. The notice goes into effect after the elapse of three months starting on the day after the signing of the notice by registered mail. Nonetheless it comes into force one month after the day it has been signed if the policyholder, the insured or the beneficiary has failed to fulfil one of his obligations when the loss situation occurred, with the intention of misleading the insurer.

The premium that has been paid for the period after the date of the notice of termination comes into force is reimbursed to the policyholder, except in case of attempted fraud. In this case, Touring keeps the premium as compensation.

## 2.7 Premium

The premiums are set per individual or per family of 2 to 12 individuals and in accordance with the insurance product taken out. The premium plus taxes and contributions is payable in advance upon request by the insurer or the insurance intermediary.

## 2.8 Obligation to provide information - increase of risk

The policyholder is obliged, both upon the establishment of, and during the course of, the contract, to inform Touring of all existing, new or changed circumstances of which he is aware and that he must reasonably consider to be information that might have an influence upon the evaluation of the risk by the insurer.

If you have other insurance for the same risk, you must inform Touring of the guarantees and the identity of the insurer[s].

## 2.9 Obligations when a loss is incurred:

In addition to the specific obligations per guarantee (specified in articles 4 through 10), in all cases you must:

2.9.1 Inform Touring immediately (possibly after administering urgent primary medical assistance) of the matter and follow the instructions given to you. You can reach Touring 7 days out of 7 and 24 hours out of 24 at the telephone number +32 2 286 31 27, by fax at the number +32 2 233 23 58 and by e-mail via fronta@touring.be.

Every expense, assistance or service only represents a right to reimbursement if Touring has approved this in advance.

2.9.2 Without delay take all reasonable measures to prevent and limit the consequences of the loss.

2.9.3 Have the illness or the injury in case of an accident stated medically without delay.

2.9.4 Report the loss in writing to Touring as rapidly as possible and in any case within 7 calendar days.

2.9.5 Provide Touring with all useful information and answer the questions that you are asked, in order to be able to establish the circumstances and the extent of the loss, without delay and in any case within 30 days.

2.9.6 Provide Touring with the original documents of evidence of the circumstances, of the consequences and of your loss.

2.9.7 Take the necessary measures to supply Touring with the medical information in connection with the relevant person, allow the physicians of Touring to obtain the medical information in relation to the person concerned and allow the physician appointed by Touring to examine the person concerned.

2.9.8 Both in your country of domicile and abroad, take the necessary measures to be able to claim reimbursement of your expenses from Social Security and from every insurance organisation.

2.9.9 In case of theft or vandalism, immediately have an official report prepared by the nearest legal institution of the place where the events occurred or where you observed them.

2.9.10 Both when picking up and turning in your vehicle have a detailed report prepared in connection with the condition of your vehicle.

All assistance, transport, repatriation, repairs and towing will be done with your agreement and under your supervision. Touring is solely responsible for the service that it provides.

If the loss is related to the fact that you have failed to fulfil one of your obligations, you lose your right to claim possible insurance intervention. In case of articles 2.9.2, 2.9.4 and 2.9.5 Touring may only decrease its intervention/services by the disadvantage that it has suffered. Failure to fulfil your obligations, with the intention of deceit, deliberate failure to provide information or intentional provision of incorrect information is always grounds for the loss of all rights to possible insurance intervention.

## 2.10 Legal maximal intervention payment by Touring

Touring only pays intervention within the context of the underwritten guarantees and the limitations of insurance established by law. If insurance is purchased simultaneously with Touring and another insurer that covers the same risks and has the same beneficiaries, Touring shall at most pay such amounts as stated in the general and special conditions.

## 2.11 Standard damages

In the absence of the payment of all amounts owed to Touring the file shall be transferred to a specialised third party who is recognised as exercising the activity of amicable collection.

This person shall be given a mandate to collect the amount due, plus annual late payment interest equal to the legal interest threshold plus 5%, and a standard amount of damages of 12% with a minimum of € 90, undiminished to the right to prove loss actually incurred should this be greater.

## 2.12 Fraudulent statement

If the policyholder or another beneficiary intentionally makes a fraudulent statement or files a fraudulent application, for example with regard to amounts to be repaid or requests for payment, the requests will not be honoured and the guarantees will be declared null and void.

## 2.13 Abuse or negligence

Touring reserves the right to cancel or suspend its execution of the guaranteed intervention if negligence, fraud or abuse is established on the part of the beneficiary, such as repeated incidents that are the consequence of failure to make repairs or poor maintenance of a covered vehicle. The same applies if it is established that the driver is not in a condition to drive, is unable to carry out the necessary actions or is under the influence of alcohol, narcotics or any other drugs or illegal substance. Touring also reserves the right to cancel or suspend the execution of the guaranteed intervention if the beneficiary fails to pay possible debts that he has to Touring or its service-providers and that apply to past incidents.

## 2.14 Medical and personal data

The policyholder, who acts both on his own behalf and on the behalf of the beneficiaries of the contract, gives permission to Touring to use the medical or personal data that apply both to his person and that of the beneficiaries, to the extent that this is necessary for the execution of the guaranteed intervention.

## 2.15 Protection of personal data

Touring uses the personal data on beneficiaries in order to provide them with information about the services that Touring offers. Unless there is a written request to the contrary from the beneficiaries, Touring reserves the right to use personal data in order to also inform them of other services.

In accordance with the law of 8 December 1992 on the protection of personal data the beneficiaries may always consult and possibly revise the data in the databank that Touring maintains.

## 2.16 Governing law

The guaranteed interventions are governed by the law of 25 June 1992 on national insurance [Government Gazette of 20/08/1992]. Any complaints concerning guaranteed intervention may be sent to the Mediation Service "Ombudsman" Insurance, Square de Meeùs 35 in 1000 Brussels, Belgium, without prejudice to the possibility of the policyholder to commence legal proceedings.

## 2.17 Subrogation

The beneficiaries pledge to relinquish all their rights to Touring toward all responsible third parties should it prove that there has been abuse, fraud or attempted fraud toward manufacturers, body shops, dealers or resellers should it prove that a breakdown was the consequence of errors during past repairs. The beneficiaries also relinquish their rights to Touring with regard to their own insurer in the context of the coverage of the risks that are the object of the present contract.

## 2.18 Statute-barring

No action whatsoever that stems from the present contract shall be admissible after 3 years calculated from the date of the event with which it was associated, irrespective of article 2.10 of the present general conditions.

## 2.19 Correspondence

All correspondence to which reference is made in the present general conditions should be addressed to Touring, Customer Service, Rue de la Loi 44, 1040 Brussels.

All correspondence that is addressed to the policyholder shall be duly sent to the address that he has specified in the special conditions or provided later on in writing.

## 2.20 Application of general and special conditions

These general conditions are applicable. The special conditions supplement the general conditions and take precedence if necessary.

## 2.21 Assignment of jurisdiction

Any dispute shall be under the exclusive jurisdiction of Belgian courts, and exclusively Belgian law.

## 2.22 Termination

If the pre-signed policy or request for insurance has a duration of less than 30 days, neither the policyholder nor the insurer have the right to terminate the agreement.

If the duration is longer than 30 days, the policyholder can terminate the contract by registered mail, effective immediately on the day of the notification, and this within a period of 30 days after the reception of the pre-signed policy or request for insurance by the insurer. The insurer can in this case also terminate the contract within the same period. In this case the termination is effective 8 days after the notification.

## 3. EXCLUSIONS

The guaranteed intervention referred to in the present general conditions shall not be granted in the following circumstances:

### 3.1 General exclusions

- events and circumstances directly or indirectly linked to non-respect for the legislation in force, or to behaviour in contradiction with the principles of proper behaviour;
- incidents that take place outside the period of coverage;
- the use of narcotics (except by physician's prescription) or any other illegal substance, alcohol abuse or the use of firearms;
- any service that was not requested or was refused by the beneficiary at the time of the incident, or that was not organized or permitted by Touring;
- the insolvency of the liable third party, as well as bodily injury and material loss resulting from or as a consequence of professional activity, concerning every beneficiary employee in accordance with an employment or traineeship contract (except cancellation insurance);
- all loss that stems directly or indirectly from air traffic in other circumstances than as a paying passenger of a multi-engine aircraft for personnel transport that was designed and has a permit for such use;
- all loss that is the direct or indirect result of the actions of,

or falls under the contractual liability or the liability toward, the family members of the beneficiary;

- all damage resulting directly or indirectly from irresponsible conduct or deliberate, malicious or illegal acts;
- all loss that is the direct or indirect consequence of running a business, managing a company or practicing a profession;
- all loss that is the direct or indirect consequence of the ownership, possession or use of aircraft or ships;
- all loss that is incurred directly or indirectly from expenses as a consequence of legal prosecution;
- covered events that take place in the countries that are excluded from this guarantee;
- costs of cancellation of a stay, with the exception of such cases as are referred to in the general conditions;
- all additional hotel (DVD rental, pay-tv, telephone...), hospital (private room...), or airport (excess baggage...) expenses;
- strikes, wars and civil wars;
- and, in general, all costs that are not specifically referred to in the present terms and conditions; Touring is not liable for loss, delays, defects or obstructions that may occur during the execution of the intervention if these are not linked to Touring or if they are the consequence of force majeure, such as war, civil war, enemy invasion, actions of hostile foreign powers, hostilities (irrespective of the fact of whether or not there has been a declaration of war) confiscation, nationalization, strike, demonstration, unexpected roadblocks, riot, terrorism, sabotage, martial law, claims, sinking or shifting of land, flooding or any other natural catastrophe;

The same applies to all loss that is the consequence of the loss, the destruction or the damaging of goods or all losses or expenditures that are the consequence of this, or every loss that is the direct or indirect consequence of or could be partially or entirely caused by:

- ionising radiation or radioactive contamination as a consequence of nuclear fuel or waste from the incineration of nuclear fuel or
- toxic radioactive explosion or any uncertain characteristic of an explosive nuclear composition or one of the components thereof.

These exclusions apply to all the guarantees defined in articles 4 through 10.

### 3.2 Special exclusions

Special exclusions: are specified in each guarantee individually [articles 4 through 10]

## 4. ASSISTANCE TO PERSONS

### 4.1 Covered guarantees

#### 4.1.1 Repatriation in case of illness or accident

If the beneficiary is admitted to a hospital abroad as a consequence of an accident or an illness and if the physician of Touring considers it necessary to transfer him/her to the country where he/she is domiciled as specified when he/she signed the policy, Touring shall contact the physicians in order to determine under what conditions the patient can be repatriated.

Touring shall organize and pay for transport by ambulance, sleeping car of a train, train, helicopter, scheduled aircraft, charter aircraft or hospital aircraft, or any other means of transport that the physician of Touring deems suitable. This transport shall be carried out, if necessary under medical or paramedical supervision, from the place of hospitalization abroad to the domicile or a hospital where a bed is reserved, near the domicile of the repatriated beneficiary.

If the physician of Touring can objectively confirm that the repatriation is not urgent and if the period of time between the early return and the originally planned return is shorter than one-half day, Touring shall refuse the premature return.

Touring shall organize and pay for the return trip of one individual per insurance case who accompanies the repatriated beneficiary to the country of his domicile.

Touring rejects all liability for the medical consequences that may stem from the transport of the beneficiary.

Touring shall organize and pay for the return trip to the country in which the repatriated beneficiary is domiciled of the other insured family members and of one insured travelling companion if the latter would have to continue the trip alone.

This guarantee is also granted in case of extended stay as specified in article 4.1.3 and in case of repatriation of a beneficiary who is awaiting organ transplantation as specified in article 4.1.2.

Touring shall always determine whether the originally planned means of transport can be used for the return to the country of domicile of the beneficiary. If this is not the case, Touring has the right to demand authorisation from the beneficiary in order to modify or request reimbursement of the original transport tickets.

#### 4.1.2 Repatriation of a beneficiary awaiting a transplant

For a beneficiary awaiting a transplant (heart, lung, kidney...) and appearing on the waiting list of one of the EUROTRANSPLAN centers, Touring shall organize the repatriation of the beneficiary from his holiday accommodation abroad to the hospital where the transplant shall take place, within the shortest possible period of time.

This coverage is granted to the extent that the beneficiary has informed the medical department of Touring (+32 2 266 31 27), minimum 5 days prior to his departure, about his plan to travel abroad and has obtained the specific permission of the physician of Touring with regard to the location of the holiday accommodation. The physician of Touring and the beneficiary can thus make arrangements for possible repatriation should an organ unexpectedly become available in Belgium, the Grand Duchy of Luxembourg or in one of the European Union states or Switzerland. The beneficiary must also complete an index card with all the necessary information before his departure.

Touring rejects all liability for the medical consequences that may arise from the transport of the beneficiary.

#### 4.1.3 Intervention in case of illness or accident

a) Touring covers all costs in the context of the interventions listed below after the intervention to which the beneficiary has a right are used up for the same risks from Social Security, (only for beneficiaries who are domiciled in a country with an organized Social Security system that reimburses costs in case of illness or accident):

- surgical and hospitalisation expenses;
- medical expenses as a consequence of an accident or a serious illness and the pharmaceutical expenses (prescribed by a physician);
- costs of dental care by an accredited dentist as a consequence of an accident or an acute crisis, to the amount of maximally € 125 per person (except for prostheses);
- accommodation expenses in a hotel for each beneficiary involved in an accident to the amount of maximally € 65 per person and per day (bed + breakfast), on the condition that a physician has declared the necessity of bed rest for the period that exceeds the planned date of departure from abroad; the stipulations in this guarantee shall also apply to the spouse of the sick person or a beneficiary also involved in an accident or, if a child is concerned, the father or mother of the child (maximal payment: € 500 per person and per case). Touring reserves the right to request a detailed invoice listing the expenses of the beneficiary;
- costs of transport from the location of the accident to the hospital;
- transport costs for the relocation of another beneficiary from the holiday accommodation location to the hospital where the beneficiary is admitted, to the amount of maximally € 375. Touring reserves the right to choose the hospital in the event of hospitalisation.

b) For beneficiaries domiciled in a country without an organized Social Security system or for beneficiaries without any mutual insurance, Touring only pays up to a maximum of € 1,250 per beneficiary and per case, for the above-mentioned benefits.

c) Medical, surgical and hospitalisation expenses are no longer covered in full if the repatriation of the beneficiary was permitted by the physician of Touring but the beneficiary refuses the repatriation or postpones it for personal reasons or any other reason. Touring shall pay the cost of the postponed repatriation only up to the amount of the repatriation that had originally been planned and organized by Touring at the time at which this was permitted by the physician of Touring.

d) If the beneficiary is not acting according to the regulations of his medical insurance or has not paid his contribution to his national health insurance, the payment of Touring shall be limited to a maximum amount of € 1,250 for medical, surgical and hospitalization expenses.

#### 4.1.4 Costs of medical follow-up in the country of domicile

Touring shall pay medical, surgical and hospitalisation costs in the country of domicile of the insured person to a maximum of € 6,000 per insured person as a consequence of hospitalisation in the country of residence linked to medical intervention or an accident occurring abroad on the condition that during his stay abroad the patient was hospitalised abroad and that medical expenses have already been paid. Touring will pay these expenses up to a maximum of 3 months after being released from hospital abroad. In the event where hospitalisation in Belgium is not required Touring will pay for medical expenses up to € 745 (massage, physical therapy and physiotherapy costs are limited to maximally € 125). Touring will pay these expenses until one year after the date of the incident.

Payments are reimbursed after the payment from Social Security, national health insurance or any other insurance purchased for this purpose.

For beneficiaries domiciled in a country without an organized Social Security system, or for beneficiaries who do not benefit from a national health insurance, Touring shall pay only up to maximally € 1,250 per beneficiary and per case (outpatient costs included with a maximum of € 745; massage, physical therapy and physiotherapy costs are limited to maximally € 125).

#### 4.1.5 Posting of medications, prostheses or spectacles

Touring shall organize and pay for sending medications, prostheses or spectacles that are necessary for medical treatment and that cannot be obtained abroad to the insured person. The beneficiary remains responsible for their purchase price. The beneficiary must appoint a person to pass these on to Touring. Sending articles by post as mentioned above remains subject to local legislation and the impossibility of finding a similar substitute abroad. Illegal goods are always excluded.

#### 4.1.6 Premature return trip

Touring shall organize and pay the travel expenses both ways of the beneficiary who wishes to return to his country of domicile for one of the below reasons and who thereafter will return to his holiday accommodation abroad. In place of a round-trip voucher the beneficiary may also opt for only the trip abroad and allow other second-degree members of the policyholder's family are assured of a single ticket to make their way home. This also applies for one insured travelling companion if this person would have had to continue the trip alone.

Touring reserves the right to use the original transport voucher of the person to be repatriated. If this is not the case, Touring has the right to demand authorisation from the beneficiary in order to modify or request reimbursement of the original transport tickets. The round-trip must take place within 7 days after the incident, either by 2nd class train or by scheduled aircraft in economy class or by charter flight, or else with the covered vehicle. If the return round-trip is carried out using the covered vehicle, Touring shall reimburse the expenses actually incurred (motorway toll and fuel consumption) upon presentation of the necessary documents of proof.

The present guarantee does not apply in case of a definitive return to the country of origin with the covered vehicle.

The following are considered covered events that justify a premature return:

a) Premature return in case of the hospitalisation in the country of residence of the spouse of your second-degree family member:

- if the treating physician confirms that this hospitalization will exceed at least 5 days, that it was unforeseen and that the seriousness of the patient's medical condition justifies the beneficiary's presence at his/her bedside, Touring shall organize and pay for the cost of round-trip travel for one beneficiary; without there being any option of converting this round-trip into one-way travel for other beneficiaries.

- if the hospitalised person is a child of the beneficiary below the age of 18 where the presence of the father or mother is desirable, Touring shall organize and pay for round-trip travel to the domicile of the child's father or mother. A medical certificate must be provided in both cases.

b) Premature return in case of the disappearance of a child below the age of 16, if the child has been missing for longer than 48 hours and an official declaration has been made with the competent authorities (police and eventually Child Focus).

c) Premature return upon the death of a family member to the 2nd degree in one of the countries of the European Union or Switzerland.

d) Premature return as a result of a serious case of theft, fire or water damage to the domicile of the beneficiary that requires his presence in order to protect his interests.

The guarantee of the premature return is only granted on presentation of the documents of evidence of the expenditures and a certificate that the premature return is justified (death certificate, insurance claim...).

#### 4.1.7 Return of children

In case of hospitalisation or death abroad of the person accompanying children below the age of 18 and if no other original (fellow) traveller accompanying them can stay with them and take care of them, Touring shall organise and pay to send a person to accompany the children (family member or hostess) who shall repatriate the children below the age of 18. Hotel accommodation expenses for the person accompanying the children shall be reimbursed up to € 65 per day (bed + breakfast). The maximum reimbursement is € 500 per event.

#### 4.1.8 Visit to a beneficiary admitted to a foreign hospital

In case of hospitalisation of the beneficiary in a foreign hospital for longer than 5 days, Touring shall provide a family member with a transport voucher, according to the urgency of the matter, either a train ticket (return ticket) in 2nd class, or else an airline ticket (return) in economy class, a charter flight, departing from one of the countries of the European Union or Switzerland.

If a private vehicle is used for the round-trip, Touring shall reimburse the expenses actually incurred (motorway toll and fuel consumption) without, however, exceeding the cost price of a train ticket in 2nd class and upon presentation of the necessary documents of proof.

Hotel accommodation expenses for this visitor shall be reimbursed up to the amount of € 65 per day (bed + breakfast). The maximum reimbursement is € 500.

If the beneficiary in the hospital is below the age of 18, the limitation of 5 days does not apply, and Touring shall provide both parents with a transport voucher.

#### 4.1.9 Pets (dogs and cats)

If the beneficiary is repatriated Touring shall organise and pay for at most 2 pets to return to the beneficiary's domicile. However this service is subject to local health regulations and the limitations imposed by the transport company. If a pet that had accompanied the beneficiary on the trip suffers an accident, Touring shall reimburse the costs of veterinary treatment up to a maximum of € 65.

#### 4.1.10 Repatriation of bodily remains

If the beneficiary dies abroad, Touring shall organise and pay for the repatriation of his bodily remains from the hospital or

funeral home to the country of his domicile as well as reimbursing the costs of embalming and the costs of administrative formalities abroad. The costs of the coffin shall be paid up to a maximum of € 745.

Touring shall organise and pay for the trip back to the country of domicile of the other insured family members and one insured travelling companion if the latter would otherwise have had to continue the trip alone. If the beneficiary who has died abroad is buried or cremated there, Touring shall pay the expenses up to € 1,500 for the items delineated below:

- embalming and placement in the coffin;
- costs of the coffin or urn;
- local travel expenses of the bodily remains;
- repatriation of the urn;
- return ticket so that an acquaintance of the family may travel there;
- administrative formalities in the foreign country.

Funeral, ceremony and cremation expenses are not covered.

#### 4.1.11 Location and rescue costs

Touring shall organise and pay the location and rescue expenses as a consequence of an accident or disappearance, against presentation of an invoice from an official assistance service, to a maximum of € 5,000 for all beneficiaries. The guarantee shall be executed upon presentation of an invoice of expenses and a certificate from the assistance personnel or the local police that confirms the identity of the beneficiaries.

#### 4.1.12 Telecommunication costs

Touring shall reimburse the costs, to a maximum of € 125, and against presentation of documents of proof, of telecommunication incurred in order to contact the Touring center. On condition that the first call is followed by a guaranteed proof of assistance. The Touring center shall accept a collect call from the beneficiary under these conditions.

#### 4.1.13 Urgent messages

If the beneficiary is abroad and he wishes to send an urgent message to its family or someone in its immediate vicinity and the message concerns its illness, accident or the like which is guaranteed in these general conditions, Touring shall do whatever is necessary in order to send this message.

Touring shall also do everything in its power to ensure that the beneficiary receives urgent messages sent to Touring from its family or those in its immediate vicinity in the context of the described guarantees. Touring cannot be held liable for the content of the message.

#### 4.1.14 Interpreting costs

Touring shall pay up to a maximum of € 125 upon presentation of receipts, the expenses for an interpreter, if needed by the beneficiary regarding the stipulated intervention.

#### 4.1.15 Sending baggage

If a beneficiary's luggage is stolen (or lost by the transport company, noticed after 48 hours after landing), Touring shall organise and pay for a suitcase containing personal articles to be sent to him. The beneficiary must appoint a person to hand the suitcase over to Touring. In addition the beneficiary must file a theft report with the authorities in the country where the theft/loss took place or submit a declaration of loss to the transport company.

#### 4.1.16 Assistance to the elderly and disabled

Upon request Touring may organize the following for beneficiaries over the age of 60 or disabled:

- the provision, if necessary, of a wheelchair in the airports of departure and arrival;
- transport from the domicile of beneficiaries to the airport of departure and from the airport of arrival to the destination and vice versa, with the transport costs, however, being paid by the beneficiaries.

#### 4.1.17 Transfer of funds

In case of the loss or theft of the wallet of the beneficiary, Touring can organise the transfer of funds as long as a report has been filed with the police.

In such a case the beneficiary must inform Touring of the name and telephone number of the person of his choice who can deposit the requested amount and the transfer costs at the nearest office of an intermediary specified by Touring. This office will transfer the funds as rapidly as possible to the office of the intermediary who is located near the place where the beneficiary is staying and where he can pick up the money.

Touring shall assume responsibility for contacting all persons involved in this transfer.

#### 4.1.18 Bail for release from incarceration

If legal proceedings are commenced against the beneficiary after he is involved in an automobile accident abroad, Touring shall advance him/her the amount of bail required by the legal authorities, up to a maximum of € 12,500. In such a case Touring shall pay the fees of an attorney up to a maximum of € 1,250.

#### 4.1.19 Psychological support after trauma [this service is reserved for subscribers to the product "all in +"]

If a beneficiary suffers a serious psychological shock while abroad, such as for example after a (traffic) accident, death, violence... then Touring shall organise and reimburse, after the beneficiary returns, in consultation and with the authorisation of the physician of Touring, consultations with an accredited, specialised psychologist for urgent psychological assistance to a maximum of 5 sessions of standard duration to a maximum cost of € 250.

#### 4.1.20 Extension of stay abroad [guarantee only covered for subscribers to the product "all in +"]

Touring shall pay for the costs for the extension of the hotel stay of the insured when the insured can not travel homewards on the return date initially foreseen due to a force majeure, like:

- Natural catastrophes;
- Atmospheric conditions.

Touring shall pay for first necessities: hotel, meals and the extension of the cover assistance to persons, with a maximum of € 65 per day and per person for a maximum of 10 consecutive days. The insured must provide Touring with the original documents.

The insured must follow the next instructions for a request for reimbursement by Touring:

- The insured must contact its tour operator or airline company. They have certain obligations towards their clients.

- Touring shall pay for the invoiced costs when the tour operator or airline company does not have any obligations for reimbursement towards the insured.

- The insured must provide Touring with the original documents as described under paragraph 4.2 of these general terms and conditions.

### 4.2 Procedure to follow in case of a loss

#### 4.2.1 Open a dossier:

If a beneficiary becomes ill or injured while travelling abroad, a dossier is required to be opened by the Touring Call Center. If the situation is urgent a priority request must be made to the local assistance personnel (ambulance, hospital, doctors...) and the alarm call center of Touring must be informed within 24 hours, unless the situation has to do with force majeure.

When the dossier is opened Touring must be provided with the following information:

- the family name, first name, age and domicile of the sick or injured beneficiary;
- the address and telephone number of the place where the sick or injured beneficiary is located, as well as that of his holiday accommodation if this is not the same;
- the name and address of the local physician;
- the name and address of the treating physician in one of the countries of the European Union or Switzerland.

In case of hospitalisation:

- the name of the hospital and the department where the beneficiary is hospitalised;
- the health status of the beneficiary;
- the treatment that is being administered.

#### 4.2.2 In a foreign country the beneficiary must

a) Request a receipt for the payment of the physician's fee that has been paid and other expenditures as well as a certificate prescribing urgent hospitalisation.

b) Concerning the costs for the prolongation of the hotel stay, request a medical certificate in the name of the beneficiary in which the indication for the hospital admission, the date of admission and the date of discharge to and from the hospital are confirmed, as well as the hotel bill with a specification of the duration of the stay and all documents of proof that can justify the latest date of stay in the foreign country.

c) With regard to ambulant (without hospitalisation) medical expenses that are more than € 250, the beneficiary must request a medical report from the foreign physician and send this as a confidential letter to the physician of Touring.

#### 4.2.3 Upon return to his country of domicile, and if the foreign Social Security has not intervened on site the beneficiary must:

a) Make a copy of all documents of proof of fees and other expenditures; provide Touring with these as specified in point c) below.

b) Send a dossier with a request for intervention to the national health service or other insurance companies, with the original documents of proof appended. If the beneficiary is also insured for the same risk with another insurance company, he must provide Touring with all the data concerning this.

c) After the intervention of the health insurance of Belgium or Luxembourg, the relevant Social Security office or possible other insurance companies, he must send the invoice(s) for the fees granted by the national health service and/or other insurance companies to Touring, enclosing original documents of proof stamped by the national health service, or if these are not available, photocopies of the documents of proof.

#### 4.2.4 Payment

Touring shall pay the balance of the fees and other expenses within the limits determined by the present general conditions.

### 4.3 Special exclusions

- depressive conditions, mental illness, psychic or psychosomatic conditions unless hospitalisation for longer than 7 days is necessary and only in case of a first manifestation;
- the recurrence or worsening of an illness or a pathological condition known before departure [this guarantee is covered for subscribers in the product "all in +". This applies for the beneficiary as well as for the persons whose

medical condition is the reason for the request for intervention. In order to cover themselves for this guarantee, all fellow travellers must subscribe to the formula "all in +". If the beneficiary who wishes to travel has an illness that already existed in the past, this illness is covered if it has been stable for at least 3 months before departure.

- hotel expenses (except for cases specified in the general conditions);
- the exercise of dangerous sports including: motor sports, bob sledge, mountain climbing, auto competition, races, raids, cliff climbing, skiing outside the ski slopes unless the beneficiary is accompanied by a recognised ski monitor, mountain hiking outside the marked trails unless the beneficiary is accompanied by a recognised mountain guide, hang gliding, deep sea diving, canyoning, bungee jumping, parachute jump, speleology, combat sports, hunting wild animals. This list is not exhaustive;
- the cost of restaurants and beverages;
- repatriation of beneficiaries with mild injuries or illness that can be treated at the site and that do not prevent these person's to continue their stay abroad;
- the cost of spa cures, massages, physiotherapy and vaccinations;
- hospitalisations or operations abroad planned before departure;
- pregnancy after the 28th week (out of concern of wellness for the mother and the baby coming), delivery and its consequences, voluntary termination of pregnancy;
- the cost of spectacles, contact lenses, medical equipment and prostheses in general;
- treatment that is not recognised by the I.N.A.M.I./ R.I.Z.I.V. (Belgian National Service for Medical and Disablement Insurance) or by the national health service of the beneficiary;
- medical expenses in the country of domicile, even if they are the result of an illness or accident incurred abroad (except in such cases as delineated in the general conditions);
- criminal or suicidal attempts and intentional deeds perpetrated by the beneficiary;
- the cost of a medical check-up;
- aesthetic and homeopathic treatment, treatment regarding diet and acupuncture;
- regular repeated control and observation examinations;
- terminal diseases;
- progressive congenital diseases;
- serious chronic diseases;
- cases of oxygen dependency.

## 5. SKI COVER

### 5.1 Mountain search and rescue costs

Touring shall organise and pay the costs of rescue as a consequence of skiing or mountain hikes, as well as the costs of rescue on ski slopes, invoiced by an official assistance service, for a maximum of € 5,000 for all beneficiaries together.

Skiing outside the ski slopes is also covered if the beneficiary is accompanied by a recognised ski instructor. Mountain hiking outside the marked trails is also covered if the beneficiary is accompanied by a recognised mountain guide. The reimbursement shall be paid if an invoice of the incurred costs and a certificate from the assistance services or the local police confirming the identity of the beneficiaries has been submitted.

### 5.2 Reimbursement for being unable to make use of ski lift packages and ski lessons

Touring will reimburse the costs up to € 200 for each ski lift package and ski lesson package of more than 5 days that was not able to be used as a consequence of the skiing accident of a beneficiary. The package becomes eligible for reimbursement commencing on the day after the accident and for the remaining period of time upon presentation of a medical certificate confirming a beneficiary's inability to ski.

### 5.3 Medical costs in the country of domicile after a skiing accident

Physicians' and pharmacists' costs incurred in the country of a beneficiary's domicile as a consequence of a skiing accident incurred abroad shall be covered for one year after the accident up to a maximum of € 745 (massage, physical therapy and physiotherapy costs are limited to € 125).

### 5.4 Broken skis

If skis and/or the bindings of equipment belonging to the beneficiary break (alpine skis, cross-country skis, snowboard, monoskis...), Touring shall reimburse the costs of their repair or replacement up to a maximum of € 375, bearing in mind their value depreciation due to wear of 15% per commenced year.

If only one of the skis is unable to be repaired and it is impossible to put together another pair, Touring will reimburse the costs of the pair bearing in mind their value depreciation due to wear.

Every request for reimbursement must be accompanied by the original purchase and repair invoice of the broken skis and/or bindings. The skis and/or bindings must be brought in at Touring.

## 5.5 Theft of skis (skis, ski poles, ski boots)

Touring shall reimburse the costs of stolen skis, ski poles and ski boots belonging to the beneficiary up to a maximum of € 250, bearing in mind a value depreciation due to wear of 15% per commenced year and with a € 75 exemption if the theft was perpetrated with a duly established burglary or violence. The intervention shall not be paid if the skis, ski poles and/or ski boots were left somewhere without supervision. Every request for reimbursement must be accompanied by a report to the local authorities abroad and the original purchase invoice.

## 5.6 Advance to cover legal costs

Touring shall advance a maximum of € 2,500 to cover defence costs for a beneficiary who, as a consequence of skiing, suffers a loss due to a claim for damages from a third party. This requirement shall only apply if it applies to a sum exceeding € 50.

## 5.7 Procedure to follow in case of a claim: see article 4.2

## 5.8 Special exclusions: see article 4.3

## 6. ASSISTANCE TO VEHICLES

### 6.1 Guaranteed intervention

#### 6.1.1 Breakdown assistance and towing in the country of domicile (see article 2.5)

Touring shall send a Touring patrol person or a mechanic/garage repairman mandated by Touring or a patrol person from an associated automobile club with the FIA (International Automobile Federation) to the place where the covered vehicle has broken down as a consequence of an incident, whether this is at home or elsewhere on the open road, in the country of domicile. Touring shall pay the costs of this. The beneficiary himself must pay for replacement parts, fuel, lubricants... In the absence of a patrol person of a club associated with the FIA, Touring shall organise road assistance and/or towing of the covered vehicle and shall guarantee the reimbursement of costs to a maximum of € 375 against presentation of the paid invoice.

The costs of repair, labour and parts are the responsibility of the beneficiary. Touring can never be held liable for the quality or the price of repairs carried out by a garage employee.

Should it prove impossible to return the covered vehicle that has become defective as a consequence of an incident to traffic or if the minimal safety requirements for the execution of repair cannot be guaranteed at the location where the defective vehicle is located, or if the repair would take too long, Touring shall have the above mentioned vehicle towed. In the event of the vehicle being immobilised in Belgium, Touring will organise and pay for the cost of towing the vehicle to the garage nearest home in Belgium. In the event of the vehicle being immobilised in another country of the territorial zone (see point 2.5), Touring will organise and pay for the cost of towing the vehicle to the garage nearest to the place of immobilisation.

During the towing or the transport of the covered vehicle Touring assumes liability and responsibility for the keys and the documents of the above mentioned vehicle.

However, Touring rejects all liability with regard to the vehicle's contents.

#### 6.1.2 Roadside assistance, towing

Touring shall organise and pay for highway assistance by one of the 10,000 road patrol personnel of the automobile clubs associated with the FIA.

In the absence of a patrolman of a club associated with the FIA, Touring shall organise roadside assistance and/or towing of the covered vehicle and guarantees the reimbursement of costs to a maximum of € 375, against presentation of the paid invoice.

The beneficiary must pay the invoice for repair and spare parts.

Touring can never be held liable for the choice, the quality or the price of repair carried out by a garage employee. The repair of the covered vehicle takes place with the written authorisation and under the control of the beneficiary.

#### 6.1.3 Return of the covered vehicle and refund of expenses incurred for people to return home

a) Return of the covered vehicle Touring shall organise and pay for the repatriation of the covered vehicle as rapidly as possible to the garagespecified by the beneficiary in the country of his domicile if this vehicle, although still repairable, is in such condition that it is practically impossible for it to return to its country of origin on its own, and if as a result of a serious damage it cannot be repaired within 5 consecutive days.

This guarantee also applies to theft if the vehicle is found damaged, but nonetheless it is found after the beneficiary has returned to his country of domicile. Storage costs, limited to an amount of € 15 per day for a maximum period of 15 days, shall be paid commencing on the day on which the vehicle is no longer under sequestration.

The beneficiary may under no circumstances, under penalty of losing his legal rights, return the vehicle on his own initiative.

Touring shall pay for the return of the vehicle if its book value or residual value (Eurotax 'purchase' listing) is higher

than the cost of returning the vehicle. Should this not be the case, the vehicle will be abandoned (see point 6.1.5)

Touring cannot be held liable for possible damage caused by the transport company to the carried or towed vehicle or for loss of or damage to the contents of the vehicle.

Touring commits to repatriate the beneficiary's vehicle under the best possible conditions and within the shortest possible time. The time periods that are stated are purely indicative.

Delays in the execution of repatriation cannot give rise to any rights to claim damages.

Touring shall pay parking costs on the condition that it receives the request for repatriation within 48 hours after the immobilisation of the vehicle.

The beneficiary authorizes Touring to take all necessary measures, at its own initiative, to protect its own interests and to initiate any proceedings that Touring deems necessary, both against itself and against anyone else.

In case of a dispute, it is necessary to consult Touring's Technical Department, who will examine the dossier specifically. These benefits are only valid if the vehicle covered is located within the territorial assistance zone for vehicles, as defined in article 2.5.

b) Reimbursement of return expenses from the place where the trip was interrupted

If a covered vehicle must be repatriated following an incident abroad, Touring shall pay for the return of the insured passengers to the country of domicile, from the place where the trip was interrupted.

This provision also applies if the covered vehicle is stolen abroad.

The beneficiary must present the report of the theft prepared by the local police.

The trip will be made by train (2nd class) or by aeroplane (economy class, charter flight) and will be chosen by Touring based on schedules, possibilities and the place where the trip was interrupted.

If the return takes place using a third party's vehicle, Touring shall reimburse the actual expenses incurred (motorway tolls and fuel consumption), upon presentation of the relevant receipts.

If the return trip takes place using a replacement vehicle according to the procedure stated in article

6.2.2 Touring shall reimburse the rental expenses (with the exception of fuel and tolls) for up to 3 days, with as a limit the price of the return trip by train in 2nd class. Any expenses involved with returning this vehicle to the site abroad shall be paid by the beneficiary. Touring alone shall determine the means of transport that is most appropriate.

The original transport tickets must be submitted to Touring along with any requests for reimbursement.

#### 6.1.4 Assistance to beneficiaries awaiting repairs

If, following an incident, a beneficiary must wait for the repair of a covered vehicle, Touring shall organise and pay for one of the following options, for all of the beneficiaries:

a) Either the actual transport expenses to continue the trip to the place of destination and return to the garage where the covered vehicle was left for repair, for up to a maximum amount of € 500.

The coverage of the trip's continuation expenses shall apply to the beneficiary even if it turns out thereafter that the covered vehicle could not be repaired on site and had to be repatriated by Touring in accordance with point 6.3.1.a.

If the beneficiary continues his trip to the place of destination and Touring has organised the repatriation of the covered vehicle, the beneficiary's return to the country of domicile shall be paid for by Touring from the place where the beneficiary is located, provided that the beneficiary stays in the country where his vehicle has been immobilised.

The trip shall be either by train in 2nd class or by regularly schedule airline in economy class, charter flight, and is chosen by Touring based on the schedule, possibilities and place where the trip was interrupted.

If the return trip is made with a vehicle of a third party, Touring shall reimburse the expenses actually incurred (motorway tolls and fuel consumption) upon presentation of the relevant receipts.

If, on the other hand, the return trip takes place using a replacement vehicle according to the procedure stated in point 6.2.2, Touring shall pay the rental costs (with the exclusion of fuel and tolls) for up to 3 days, limited to the amount it would cost to return by train in 2nd class.

The beneficiary must pay any possible costs of returning the vehicle from abroad. Touring alone shall determine the suitability of this means of transport.

Touring must be provided with the original transport tickets along with any requests for reimbursement;

b) Or the rental of a replacement vehicle in accordance with the conditions mentioned in article 6.2.2 of these general conditions, solely for the duration of the immobilisation of the covered vehicle and for up to 5 consecutive days. This compensation is limited to € 500.

c) Or the hotel expenses (bed + breakfast) or the extension of the stay (maximum € 65 per night and per beneficiary) to a maximum of € 500, provided that the beneficiary is not at the place of his accommodation, or must extend his stay beyond the time planned as he waits for the repair of the covered vehicle. This clause also applies, according to the same conditions, to the rental costs of a camp site for the

towed vehicle (caravan or trailer) for the duration of repairs.

Touring shall pay the local travel expenses between the place of the incident and the hotel, as well as the travel expenses between the hotel and the garage in order to pick up the repaired vehicle, up to a maximum of € 75.

The documents that prove the immobilisation in the garage and the repair of the covered vehicle, such as the invoice for repair... must be presented to Touring at its request.

Touring must be provided with the original documents of proof along with any requests for reimbursement.

#### 6.1.5 Abandonment of the covered vehicle

Touring shall organise customs clearance and shall pay customs expenses that become payable for the demolition of the vehicle due to duly established theft, a breakdown that is beyond repair, a fire or an accident.

The coverage of the expenses for the beneficiaries' return, as indicated in point 6.1.3b, also applies in case of total loss, if the vehicle is not re-imported into the country of domicile, and subject to the express condition that Touring has carried out the customs formalities.

In such a case only the travel baggage (personal belongings that a person takes with him while travelling) shall be repatriated.

A certificate of the sale or demolition of the vehicle, duly completed and issued by the local authorities and signed by the garage or scrap yard, is required.

In order not to have any request for intervention refused, the beneficiary pledges to notify Touring within 48 hours following the time at which he became aware of the above mentioned fact, and to follow the instructions that the company shall give him.

Touring shall pay these fees directly to the relevant customs administration.

If the vehicle is a total loss the official number plate (rear number plate) must be taken away.

If the wreck is abandoned at the site, Touring's responsibility for parking costs is limited to 15 days at most.

#### 6.1.6 Replacement driver

If, following an accident or sudden illness, the driver is unable to continue his trip and no other passenger is authorised to drive the vehicle, Touring shall organise and pay, after a medical opinion from a physician at the site, for a replacement driver to be sent to the site, and this driver shall return the vehicle and any of its insured passengers.

The costs of the use of the vehicle, toll costs and any other possible expenses en route incurred for the return of the vehicle, shall be paid by the beneficiary.

Touring may be released from this obligation if the vehicle has one or more serious anomalies that endanger the safety of the vehicle or its passengers.

In case of an emergency or for reasons of personal convenience, the beneficiary may hire a driver on his own. In this case, after medical contact with the physician at the site Touring will do the following:

a) Remunerate the replacement driver and pay his stopover expenses to a maximum of € 50 per day for the duration of his work, including the time required for the return trip by train. The average daily stages on the road must be at least 500 km per day;

b) Pay the costs of the return trip of the driver by train 2nd class.

#### 6.1.7 Shipment of parts

If it is not possible to find abroad replacement parts that are vital to the functioning of the above mentioned vehicle, on the basis of a telephone call confirmed by a written request, Touring shall pay for the shipment of the necessary parts via the most suitable means of transport based on the schedules, the possibilities and the place where the trip was interrupted, subject to locally and internationally applicable legislation. An engine cannot be sent.

The price of the parts, the customs taxes and import duties must be paid by the beneficiary.

Touring is released from this obligation in case of force majeure such as the following:

- the manufacturer has stopped manufacturing relevant parts;
- the part is not available from the wholesaler or the authorized dealer of the make of the vehicle;
- a general strike or disruption of transport possibilities.

#### 6.1.8 Technical consultation

Touring shall pay for the technical advice of a recognized expert. Touring shall reimburse the beneficiary for the costs of this advice to a maximum of € 250, upon presentation of the invoice from the expert. This amount shall only be reimbursed if the assessment applied solely to a technical problem in relation to the use of the vehicle abroad, with the exception of damage caused by a traffic accident and after the explicit agreement of Touring.

## 6.2 Procedure to follow in case of a loss

6.2.1 Contacting Touring in case of a loss  
If an accident or incident occurs while you are travelling abroad, you must inform Touring of this within 24 hours, except in circumstances beyond one's control and have the following information ready so that we can assist you as rapidly as possible:

- your reference number and your plate number;
- the make, model and year of your vehicle;
- the complete address should an on-site visit be required (number of the motorway, kilometre marker, street name,

exact location with postal code);

- the telephone number (of a land line) at which you can be reached at that time;
- the number of persons at the scene;
- your travel direction (route to or from the destination).

6.2.2 Procedure if a replacement vehicle is provided by Touring  
Before providing a replacement vehicle Touring retains the right to have an expertise carried out on the covered vehicle. Touring alone shall decide upon the suitability of the means of transport.

The provision of a replacement vehicle is guaranteed within the limits of local availability, and the beneficiary pledges to adhere to the general rental terms under which the vehicle is provided as these are specified in the rental contract of the agency specified by Touring.

The lack of availability of a replacement car can in no case justify a claim for damages.

The agency's general rental conditions shall be presented to the beneficiary for him to sign before the replacement vehicle is released to him.

The beneficiary who is provided with a replacement vehicle pledges to return this vehicle at the end of the period for which it was provided as this is specifically stated in the rental contract, to the place and at the day, hour and time that Touring specifies. If the rental car is returned late, each day of which more than 2 hours have passed shall be viewed as a complete day and the beneficiary will be invoiced for this.

The vehicle must be returned with a full tank of petrol. The replacement vehicle is insured for civil liability and material damage according to the conditions stipulated in the rental agency's rental contract. Fuel costs and toll fees are to be paid by the beneficiary.

Touring shall pay the travel expenses incurred in order to receive and return the rental vehicle up to a maximum of € 75. Upon receipt of the rental vehicle the beneficiary must pay a deposit according to the conditions stipulated in the rental agency's rental contract. Therefore the beneficiary must have a credit card, since this will be requested by the rental agency for the deposit to be paid.

The beneficiary shall only be refunded this deposit if he returns the vehicle at the end of the period stipulated in the rental contract without any damage, and if he has fulfilled all obligations delineated in the rental contract. When the vehicle is picked up and when it is returned, its condition shall be established by means of a check-in/check-out report that must be signed as approved by the beneficiary and the representative of the rental agency.

### 6.3 Special exclusions: the following are not covered

- rental cars with short-term rental contracts;
- permanent caravans;
- classic cars;
- vehicles designated for export;
- vehicles with a dealer plate or with a transit plate;
- vehicles belonging to courier services;
- vehicles used for the paid transport of passengers;
- defects linked to a clear failure to comply to the service plan recommended by the manufacturer;
- a jammed vehicle in snow without the use of snow chains;
- breakage or poor condition of the glass or the lights;
- immobilisation due to the intervention of officials responsible for order, by the seizure of the vehicle or by some other legal immobilisation;
- a defect as a consequence of natural catastrophes such as flood, earthquake, hailstorms (or other weather related catastrophes);
- immobilisation of the vehicle in a garage or in a body shop;
- events that occur while the driver is not in a fit condition to drive, is unable to execute the necessary driving actions, or is under the influence of alcohol, narcotics or any other drugs or illegal substance;
- the costs of maintenance of the vehicle;
- material damage as a consequence of attempted theft or theft;
- roadside repairs and towing as a consequence of overweight of the vehicle or the trailer;
- fines of any nature.

## 7. BAGGAGE

### 7.1 Object

For the guarantee "Baggage", Touring covers the initial risk to the insured amount specified in the special conditions to a maximum of € 4,000 per beneficiary.

If, however, the beneficiary has purchased the product "all in" or "all in +", Touring covers the insured amount that is specified in the special conditions, with a maximum of € 1,500 per insured person.

The insured person has the option, if he pays an additional premium, to increase this insured amount up to maximally € 4,000 per claim.

Touring insures the baggage that is intended for personal use during the trip as well as the objects and the clothing worn by the beneficiary, against:

- burglary and theft with noticed aggression;
- partial or total destruction;
- loss during transport by an airline company;
- delay in delivery by at least 12 hours at the destination (on the outbound journey) while entrusted to an airline company.

### 7.2 Guarantees concerning valuable objects

Binoculars, film and photo material, equipment for filming/recording sound or image and its accessories, fur coats, leather jackets, jewels, objects made of precious metals, precious stones, pearls and watches are solely and exclusively covered against theft if they are worn/carried by the beneficiary or are stored in a hotel safe if the beneficiary registers such storage at his hotel.

In the latter case our guarantee is supplementary to the insurance of the hotel owner. 'Worn by the beneficiary' is understood to mean that the jewellery is worn in the usual place for it to be worn.

With regard to all the objects mentioned above, Touring covers them to 30% of the insured amount and they must be the property of a single beneficiary.

### 7.3 Calculation of compensation

- Touring shall reimburse - within the limits of the insured amount and with a maximum per object of 25% of the insured amount - the purchase value of the damaged, stolen or non-delivered objects, bearing in mind the decrease in their value due to age or use, with the standard amount being set at 10% per year or part of a year. The purchase value of these objects must be demonstrated by the original invoices that must be consistent with standard form requirements or by an expert certificate;
- if the baggage is after all recovered after theft, definitive loss or definitive non-delivery, you must repay Touring the compensation you have already received, with the possible deduction of the established and insured damages;
- in case of delay in delivery or non-delivery of the baggage as stated in article 71, Touring shall reimburse the strictly necessary expenditures to a maximum of € 300 per insured person. If the baggage later turns out to be definitively lost, this reimbursement shall be deducted from the damages that you will then receive;
- in case of partial damage, only the repair costs of the objects shall be reimbursed with a maximum per object of 25% of the insured amount.
- in case of theft or loss of identity documents (identity card, passport, driver's license, bank debit or credit cards) Touring shall pay the administrative costs for the replacement of these documents to a maximum of € 125 per beneficiary;
- if the request for reimbursement cannot be fully justified, Touring reserves the right to refuse to grant reimbursement;
- if the amount of reimbursement cannot be established amicably, each party shall appoint an expert to assess the loss; a third expert can be added who has a decisive vote. Their decision is binding upon both parties;
- the reimbursement can in no case exceed the amount of loss incurred, nor can it be based upon considerations of indirect or moral liability.

### 7.4 Intentionally fraudulent statements

All fraud, attempted fraud, non-disclosure or intentionally false statements on the part of the beneficiary the object of which is to mislead Touring with regard to the circumstances or the consequences of a loss shall give rise to said beneficiary losing all rights to compensation and/or damages with regard to the claim in question.

### 7.5 Procedure to follow in case of a loss

- All necessary measures must be taken in order to limit the consequences of the situation causing the loss and thus the claim.
- In case of theft: immediately have an official report prepared by the local authorities in the place where the theft occurred and have the evidence of breaking and entering confirmed.
- In case of partial or total destruction or non-delivery by an airline company: file a claim with the transport company within the legally stipulated time period, and have a contradictory statement prepared.
- In case of partial or total destruction as a consequence of a traffic accident: have an official report prepared by the local authorities immediately.
- Within 7 days, provide Touring with the properly completed document for the report of the claim.
- Follow the instructions of Touring and provide Touring with all the information and/or documents (the originals) that it considers useful or necessary.
- Specify the possible other guarantees that may be underwritten for the same risk by other insurers.
- Touring must be shown the damaged object should it so request.

### 7.6 Special exclusions

#### 7.6.1 Excluded objects

- coins, banknotes, cheques, securities of any nature whatsoever, transport vouchers (except for airline tickets issued by a recognized airline company);
- bank debit and credit cards, magnetic cards, postage stamps, keys, cosmetic products;
- bicycles, motor vehicles, motor homes, engines for vehicles or aircraft, trailers and caravans, windsurf boards and surfboards, equipment for deep sea diving, skis (except in such cases as delineated in these general

conditions), boats and other means of transport, as well as their accessories, professional equipment;

- animals, commercial goods, construction materials and furniture;
- musical instruments, art objects, antiques, collections, commercial merchandise;
- spectacles, contact lenses, prostheses and all types of equipment, unless these were damaged or destroyed in a physical accident;
- tents, awnings, car accessories, objects that are used in order to furnish a caravan, a motor home or a boat (the camping equipment is only covered during the period during which it is being used or during the stay);
- all objects that are left behind in a moored boat, in a camping tent, under an awning, in a caravan or in a parked trailer;
- motorbike bags and their contents if they were left behind on the motorbike;
- hardware, software and computer accessories;
- mobile communication devices (mobile phones, PDA, GPS,...);
- tablet PCs and personal music players;
- consumable items and perishable items.

#### 7.6.2 Excluded circumstances

- all theft, destruction or loss:
  - caused wilfully by the beneficiary, even if this is suspected;
  - that is the consequence of a decision by the government, of war or civil war, rebellion, riot, strike, all consequences of radioactivity;
- the theft of objects that were left behind without supervision in a public place or on premises that are accessible to several persons;
- destruction as a consequence of a defect of the insured object or the consequence of normal wear and tear or the leaking of liquids, greasy substances, dyes or caustic substances that comprise a part of the insured baggage;
- the destruction of such breakable objects as earthenware, objects made of glass, porcelain, marble, crystal...;
- damage attributable to loss, forgetfulness or misplaced objects;
- scratches or dents in the suitcase, the travel bag or the packaging incurred during transport;
- damage to sports equipment (except for in such cases as delineated in these general conditions);
- valuable objects that are sent by an airline company or any public transport company;
- scorching or burn damage caused by fire;
- baggage transported on a vehicle with two wheels;
- theft without evidence of breaking and entering;
- objects that are transported in a vehicle of which the windows or sun roof were left open;
- objects that were not stowed out of sight in the locked boot of the vehicle;
- objects that were left behind in a parked vehicle between 10 pm and 7 am.

## 8. CANCELLATION INSURANCE AND TRAVEL COMPENSATION

### 8.1 Object

Touring guarantees, in the amounts as mentioned in the contract and with a maximum € 30,000 per travel contract, the reimbursement of expenses incurred by the beneficiary because of the cancellation of the travel contract between the registration date and the departure date, as well as a compensation trip if the (original) trip had to be discontinued prematurely due to an insured event. The cancellation or compensation must be motivated by one of the following events:

### 8.2 Insured events

- In case of death, serious illness or serious bodily injury preventing the beneficiary to travel and occurring between the registration date and the return date of one of the following persons:
  - the beneficiary or the partner with whom he/she forms a household;
  - a family member to the 2nd degree, partners included;
  - a family member to the 3rd degree if the death occurred within 15 days prior the departure (only valid for subscribers to the product "all in +");
  - persons who are domiciled at the same address and are under his care and his responsibility;
  - the person who is responsible for a minor or disabled child of the beneficiary;
  - a family member of the host family where the beneficiary intended to spend his holidays, if the family member lived under the same roof.

In case of serious complications as a consequence of a pregnancy of the beneficiary; on the condition that she was not more than 3 months pregnant at the time when she registered for the trip.

In case of serious complications during the pregnancy or premature delivery, to minimally one month before the calculated delivery date, of a family member of the beneficiary to the second degree.

- In case of an invitation to the beneficiary for the adoption of a child or for him/her to donate an organ of the body, if the beneficiary was registered on the waiting list before the booking of the trip.

- c) In case of the disappearance or kidnapping of a child or grandchild (below the age of 16) of the beneficiary, if the child has been missing for at least 48 hours and an official report has been filed with the relevant organizations (police and possibly Child Focus).
- d) In case of the revoking by the employer of holidays abroad already authorised due to the lack of availability of employee's replacement due to serious illness, physical accident or death. The replacement at work must be registered in the special conditions and this can only be one person.
- e) If his employer terminates the employment contract of the beneficiary within a period of 20 days before the latter's departure. Termination due to compelling reasons or serious error is not insured. This does not apply to fixed-term contracts or temporary work contracts, however.
- f) If the beneficiary establishes an employment contract for a minimum of three months, if this beneficiary was unemployed and registered with an official authorised body as seeking employment.
- g) If the beneficiary must be present in a court case or as a jury member before the Court of Assize.
- h) If the beneficiary, as a student, must take an re-examination or second term examination, on the condition that the examinations take place during the trip or within 30 days after the anticipated travel period and to the extent that the negative results were not known at the time at which the trip was booked and that a re-examination cannot possibly be postponed. Touring will pay for the student alone, unless the date of the exam of the 'minor aged' student falls between the departure date of the holiday and the return date foreseen in the travel contract.
- i) If the beneficiary is called up, as a professional soldier, for a military or humanitarian mission to the extent that this was not known at the time the travel contract was signed.
- j) In case of theft or complete immobilisation of the private vehicle foreseen for the trip, as a consequence of a traffic accident or a fire occurring within 5 days before departure, unless a replacement vehicle can be provided.
- k) If the beneficiary or policyholder must deal with considerable material damage to its home, specifically: every case of damage caused by fire, lightning strike, explosion, the crash of or being hit by aircrafts or by objects falling off or out of it, collisions with animals, water damage, storm, pressure from snow or ice and theft, incurred within 30 days before the departure date and beyond his control.
- l) In case of considerable material damage on the habitation of the host family, making it uninhabitable;
- m) If, for medical reasons, the beneficiary cannot be inoculated and this inoculation is necessary for the WHD (world health organization).
- n) In the event that a person authorized by the competent authorities of the destination country refuses to grant a visa.
- o) In case of delay at the time of boarding as specified in the travel contract, caused by a traffic accident, a fire, or a breakdown, with police declaration or proof from a breakdown company (quoting the time of the call) and if it happened on the way to the airport, the station or the harbour at least 2 hours before boarding time and by force majeure proved by the police declaration.
- p) In case of cancellation by the travel companion as a consequence of one of the above mentioned reasons, to the extent that that person also has an insurance contract with Touring and the cancellation by the travel companion thus obliges the insured beneficiary to commence the insured trip alone.
- q) In case of divorce, if the divorce proceedings were commenced at the court after the booking of the trip or the actual separation, on the condition that the spouses commenced living separately after the booking. This must be proved by a certificate from the municipality, which must be dated before the departure date.
- r) Any pre-existing illness of the beneficiary, provided that illness was stable for at least one month before taking out the policy.
- s) The insured if involved in a liberal or independent occupation having to be present due to non-availability because the insured's occupational replacement is ill, has suffered an accident or died. The insured's replacement must be stated in the special terms and conditions when signing, and may only be one person. Insured events below are only valid for subscribers to the product "all in +":
- t) Every previously existing illness, on the condition that the illness was stable for at least one month before the policy was purchased. This is applicable on each person being the source of the request for cancellation.
- u) In case of car-jacking, home-jacking and tiger-kidnapping that occurred 7 days before the departure on holiday, if an official report of this was prepared by the police.
- v) In case of unusual events (as defined in article 1.17), these are covered during 30 days from the date of the event, on the condition that these events were not known or probable at the moment of the subscription. In the European zone it is the city involved in the event that is covered. Outside the European zone only the area affected by the event will be covered. In such cases Touring pledges before departure that it shall pay all the administrative costs of changing the trip or the

holiday to a different destination or to another time, with a maximum of € 100 per person.

- w) In case of death of the son or daughter below the age of 8 of a brother or sister of the beneficiary;
- x) If a member of the insured's family in the first degree or a person who is in their de facto or legal care has to move to a rest home or elderly care centre within one month before departing or during the journey planned;
- y) Theft with violence or burglary within 72 hours prior to departure of the identity or travel documents required for the journey;
- z) Should the owner terminate the lease agreement for the apartment in which the insured is permanently resident within three months before the planned departure date.

### 8.3 Payment of compensation

Touring reimburses:

#### 8.3.1 Cancellation guarantee

- if the beneficiary cancels a trip before it commences: 100% of the cancellation costs that are contractually owed by the beneficiary;
- if the beneficiary decides to travel alone after his travel companion has cancelled his participation in the trip, the additional hotel expenses and/or the change caused by the one traveller's cancellation, shall be reimbursed.
- If the beneficiary decides to travel (not alone) after his travel companion has cancelled his participation in the trip, additional hotel expenses shall be reimbursed.

#### 8.3.2 Early return guarantee

In case of the early return of the beneficiary during the trip (interruption of the holiday) for reasons that are covered under 8.2 (except paragraphs f, m, n, o, q, u, v, x, y, z). Touring shall pay compensation to this beneficiary in the amount of the portion of the travel price that cannot be recovered in proportion to the holiday days not taken.

The holiday days not taken are calculated on the basis of the remaining nights commencing at the time of the early return to the last day of the trip that is specified in the special conditions.

If the beneficiary return at the expenses of another guarantee, Touring shall reimburse on the basis of the hotel nights not taken.

If the beneficiary returns on its proper means, Touring shall reimburse on the basis of the hotel nights not taken.

If the contract only involves transport, Touring shall reimburse the portion of the paid transport costs that cannot be recovered to the extent that these have not already been reimbursed by some type of other guarantee (assistance...).

The payment is limited to the goods/services that had been reserved prior to the time of the claim and it shall in no case exceed the originally insured amount.

### 8.4 Procedure to follow in case of a loss

Under penalty of annulment the beneficiary must fulfil the following conditions:

- a) He must inform the travel organisation or travel agent immediately, and at the latest within 24 working hours of the time at which he is aware of the situation that is making his departure or stay impossible, so that the costs can be kept to a minimum (the reimbursement by Touring shall always take place in the context of article 8.3 of these general conditions). And,
- b) He must immediately inform Touring within 12 hours following the loss (except in cases of force majeure), by fax at the number +32 2 233 25 97, by e-mail: [cancellation@touring.be](mailto:cancellation@touring.be) or by telephone, from Monday through Friday, from 8:30 am to 5:30 pm, at the number +32 2 286 31 78.
- c) He must file the document reporting the claim within 7 days. He must also follow the instructions of Touring and provide Touring with all the information and/or documents (the originals) that it considers useful or necessary.
- d) The beneficiary must release his physician from his obligations in terms of medical confidentiality with respect to Touring or take the necessary measures so that the treating physician of the ill or injured person that is the basis of the cancellation or interruption is released from the obligation in terms of medical confidentiality. He must agree to be examined by the authorized physicians of Touring. A refusal to undergo such an examination releases Touring from its obligations.

Touring reserves the right to confirm the veracity of the events to which reference is made before issuing reimbursement.

### 8.5 Special exclusions

- all reasons of which the beneficiary was aware when the trip was booked or when this contract was subscribed;
- persons who have suffered injuries as a consequence of illness or an accident of which the causes or first symptoms were already present before the registration date of the travel contract or of the rental and for which medical treatment was underway. (This guarantee is covered in the "All In +" package for relatives down to the second degree and in the "All In" and "Cancellation" packages for the insured if the pre-existing disease was stable during the month preceding issue of the policy.
- becoming ill again or the same illness becoming worse for a relative down to the second degree [This guarantee is covered in the "All In +" package. if no medical treatment, hospitalisation or testing was envisaged during the month

preceding the signing of the contract];

- cases of oxygen-dependency;
- terminal diseases;
- all illnesses or accidents which are attributable to the excessive use of alcohol, medication or narcotics;
- depressive conditions, mental illness, psychic, neurological or psychosomatic disturbances unless hospitalisation for longer than 7 days is necessary and they are manifesting for the first time;
- illnesses such as diabetes, epilepsy and hereditary evolutionary illnesses. (This guarantee is covered for relatives down to the second degree for subscribers to the "All In +" product and the insured person only for the "All In" and "Cancellation" products on the condition that the pre-existing illness was stable during the month preceding the signing of the contract);
- the delivery and interventions associated with this, as well as voluntary termination of pregnancy;
- accidents or anomalies that are the result of:
  - Mountain climbing along unpaved routes, hunting for large game, speleology, undersea fishing or combat sports;
  - Racing, speed competition or contests;
  - Professional or remunerated sports, including the training associated with these;
- defective or poor condition of the private vehicle with which the trip is to be carried out;
- insolvency of the beneficiary;
- termination due to compelling reasons or serious error;
- administrative, visa and other similar expenses;
- terrorist attacks and all the consequences;
- war, civil war and riots;
- Operations, the date of which may be postponed until after the return date.

The above mentioned exclusions are applicable not only to the beneficiary but also to the persons whose medical condition is the cause for the request for compensation.

## 9. CAPITAL ACCIDENT DURING TRAVEL

### 9.1 Definitions

For the application of these conditions the following definitions apply:

- company: Chartis EUROPE, whose registered office is in Belgium, at 1050 Brussels, Boulevard de la Plaine 11, VAT BE 0435.262.754 - RPM, Brussels, insurance company registered with the KB on 11 January 1991 and 24 February 1992, recognized by the CBFA under code number 0976 to exercise all BODAR tasks;
- accident: a sudden event the cause of which or one of the causes of which is outside the control of the Insured and which leads to bodily injury.

The following are considered as accidents:

- a) Health problems that are the direct and exclusive consequence of a covered Accident or an attempt to rescue persons or property in danger.
- b) Inhalation of gas or vapour and absorption of poisonous or corrosive substances.
- c) Muscular dislocations, distortions, pulling and tearing, caused by a sudden effort.
- d) Frostbite, heatstroke, and exposure to the sun, with the exception of sunburn.
- e) Drowning.
- illness: any change of the Insured's health, officially noted by a physician, that is not the consequence of an Accident, involving objective symptoms making the diagnosis undeniable and manifesting itself for the first time during the policy's validity period.

### 9.2 Sports

Accidents resulting from engaging in non-remunerated sports in an amateur capacity are included in the contract's cover, subject to the following reservations:

- a. If an Insured is the victim of an Accident as the driver or passenger of a motorcycle exceeding 150cc, the compensation is reduced to 70% of the cover expressed in the policy's specific conditions. The cover will only apply if the Insured has complied with all of the safety measures required by the Highway Code. Proof of this will take the form of a report from the authorities or a medical report. Similarly, if the Insured is the victim of an Accident while engaging in the following sports in a non-remunerated, amateur capacity: martial arts, combat sports, ice hockey and field hockey, sports cycle racing, fencing, jet ski, scuba diving (except for decompression), breaking in of animals (with the exception of wild animals), outdoor and indoor football, basketball, volleyball, handball, football, squash, real tennis, archery, quad biking, and go-karting, as well as during participation in horseracing competitions, the compensation is reduced to 70% of the cover expressed in the policy's specific conditions.
- b. If the insured person is the victim of an Accident while engaging in the following sports, in a non-remunerated, amateur capacity: polo, baseball, hunting (with the exception of hunting for large game and safari hunting), compensation is reduced to 50% of the cover expressed in the policy's specific conditions.
- c. The insurance does not cover:
- sports engaged in as a professional and/or in exchange for payment;

- aerial sports, with the exception of hot air balloons (aerostat);
  - weightlifting;
  - motorised sports on water, with the exception of jet skiing and waterskiing;
  - competitions involving land motor vehicles. However, the insurance is valid for passenger car rallies where time and speed are not measured;
  - rafting, canyoning, and the equivalent;
  - winter sports, with the exception of alpine skiing, Nordic skiing and snowboarding;
  - hunting for large game and safari hunting;
  - expenses and injuries that are the result of decompression in case of scuba diving;
  - mountaineering, climbing and mountain backpacking in an uncleared area;
  - cave exploration;
  - rugby;
  - bungee jumping, skydiving and similar activities;
  - participation (including training and trials) in horseracing competitions or in sports cycle racing.
- All of the sports not referred to above are automatically covered for 100%.

### 9.3 Age limit

The contract shall end automatically at the expiry of the insurance year in progress during which the Insured reaches 70 years old. The Insured may extend their policy after this age, without any change of premium. In this case, compensation will be reduced as follows:

- between 70 and 74 years: 65%;
- between 75 and 79 years: 45%;
- between 80 and 84 years: 30%;
- above 85 years: 15%.

The premiums remain unchanged at the level that applied before the reductions commenced.

### 9.4 In case of death

If the Insured dies within two years of the exclusive consequences of a covered Accident, the Insured amount is paid to the beneficiaries indicated; in the absence thereof, it shall be paid to the Insured's non-divorced, non-legally separated spouse; in the absence thereof, it shall be paid to the Insured's legal heirs, with the exception of the State. It is understood that creditors, including the tax authorities, cannot claim the compensation. If an Insured dies from the direct consequences of a traffic Accident whose cause or consequence is cardiac arrest, the Insurer shall consider the accident as a covered accident.

### 9.5 Seat belt

If the deceased Insured dies from the consequences of a traffic Accident as a driver or passenger of the car and if the Insured complies with the regulation on wearing a seat belt, the Insurer shall increase the compensation by 10%, up to € 6,200. Proof will take the form of a report from the authorities or a medical report. All types of competition is excluded.

### 9.6 In case of total loss of limbs

If the injuries, direct and exclusive consequences of a covered Accident do not give rise to the Insured's death but instead result in one of the following disabilities within two years after the date of the Accident, the Insurer shall pay:

- for the loss:
  - of both hands or both feet, or
  - of sight in both eyes, or
  - of one hand and one foot, or
  - of one hand or one foot and sight in one eye:

the maximum insured amount

- for the loss:
  - of one hand or one foot, or
  - of sight in one eye:

one-half of the maximum insured amount. The loss of a hand or a foot means the complete amputation at the level of the wrist or ankle joint and loss of the eyes means the complete and unrecoverable loss of

sight. The loss of limbs or organs that were already obsolete prior to the Accident shall not give rise to any compensation. The loss of limbs that were already disabled prior to the Accident shall give rise to compensation in proportion to the condition of infirmity prior to the Accident.

### 9.7 In case of permanent disablement

- If the Accident results, within two years, in a physiological disablement that is acknowledged as being permanent, the Insurer shall pay the Insured an amount calculated on the insured amount in proportion to the disablement rate determined based on the Belgian Official Disablement Scale in effect on the date of the Accident for contracts taken in Belgium, and in accordance with the Social Insurance Scale of the Grand Duchy of Luxembourg for contracts taken out in Luxembourg, without exceeding 100% disablement.
- Injuries to limbs or organs that were already disabled or functionally lost will only be compensated by taking the difference between the pre-Accident and post-Accident conditions.
- The evaluation of the injuries to a limb or an organ cannot be increased by the pre-existing condition of infirmity of another limb or organ.

The compensations insured for cases of death or permanent disablement can never be cumulated.

### 9.8 Treatment expenses

Within the minute of the insured amount and at most during two years from the date of the Accident, the Insurer shall pay the critical treatment expenses required by Accident, including prostheses and orthopaedic expenses, as well as transport expenses incurred for a medical reason. The victim is free to choose doctor, pharmacist or medical, pharmaceutical or hospital services. During the treatment, the Insurer may designate a doctor to monitor the treatment. This doctor shall have free access to the victim and the attending doctor shall be duly notified of this right to free access.

### 9.9 Procedure to follow in case of a claim

Under penalty of nullity the beneficiary must fulfil the following obligations: Immediately inform Touring and provide it with a written statement within 7 days. Follow the instructions of Touring and provide Touring with all information and/or documents that it may consider necessary or useful. Inform Touring of the existence of other contracts that may be subscribed to for the same risks with other insurers.

### 9.10 Special exclusions

The insurance does not include Accidents:

- Resulting from the intentional act of the contract's policyholder, Insured or beneficiary, except in the case of a justified attempt to save persons or property.
- Resulting from brawls, except in the case of legitimate defence.
- Resulting from suicide or attempted suicide.
- Resulting from acts of war. However, the cover shall apply to the Insured during the 14 days from the beginning of hostilities, if the Insured is surprised abroad by the occurrence of such events.
- Attributable to any type of unrest and the measures taken to combat them, unless the Insured proves that he did not participate actively therein.
- Occurring during the preparation of or intentional participation in crimes or offences.
- Resulting from nuclear reactions or from reactions involving radioactivity or radiation from radioisotopes, except (in the case of an incident covered by the insurance) for medically necessary radiation.
- Resulting from nervous or psychological illnesses, unless these result from a physical illness.
- Resulting from an infirmity or any bad health condition of the Insured that existed at the time of the insurance's came into force, or at the time of the increase of the

contractual cover such that the Insurer would not have concluded the contract in the same conditions if it had been aware thereof.

- Resulting from a state of inebriation, use of alcohol or narcotics, unless the Insured proves that there is no cause-effect relationship between these circumstances and the disablement or the death.

- Occurring during bets and wagers.

## 10. DELAYS TO THE FINAL DESTINATION OF AN AEROPLANE, BOAT OR TRAIN

### 10.1 Object

Touring guarantees compensation in case of a delayed arrival at the final destination abroad (except way back), mentioned on the document of transport (train, boat or aeroplane) that comprises a part of the present policy. This guarantee is only valid for return tickets.

### 10.2 Payment of compensation

Touring guarantees compensation per insured in the amount of:

- € 60 for a delay of more than 4 hours.
- € 100 for a delay of more than 6 hours.

### 10.3 Procedure to follow in case of a claim

If you must contact Touring when travelling abroad you should provide the following information:

- the statement of the transporter (airline company, shipping company or rail transport company) as proof of the delay and with the circumstances on which the delay was based;
- the boarding pass;
- the document of transport;
- the order slip and/or the invoice of the trip.

You must send a written report to Touring together with the above mentioned documents within 7 days after you return to your country of domicile.

### 10.4 Special exclusions

Touring is not liable in the following cases:

- delays at the point of departure for the trip back;
- delays due to weather conditions;
- delays on transfer or in transit;
- cancellation of the flights, boats or trains by the transport company;
- the general and special exclusions, as well as in case of unusual circumstances.

## 11. TRAVEL INFO LINE (reserved for subscribers to the products "all in" and "all in +")

Before you depart on your holiday, you can consult this info line for all information about the following:

- visa and administrative formalities;
- data on consulates abroad;
- required or recommended vaccinations;
- exchange rates;
- the climate;
- the time difference;
- the chief points of interest and a route description;
- the travel routes (if you are travelling with your car).

You will find the travel info number on your travel documents. The service for requesting tourist information is available on working days from 9 am to 12 am and 2 pm to 5 pm. Touring can never be held liable for the beneficiaries' use and interpretation of the above mentioned information services.

Stamp

## How can you reach us ?

For immediate assistance: +32 2 286 31 27 (24h/24 - 7j/7)

For administrative questions or information:  
Contact your travel agent

www.touring.be