

ING Belgium acts as an intermediary and IPA acts as an insurer

# **ING Travel Insurance** General Terms and Conditions Annual contract

# Introduction

## Insurer

Inter Partner Assistance S.A., part of the AXA Group, insurance company authorised by the BNB under reference 0487. Registered office: Boulevard du Régent 7, 1000 Brussels – BE 0415.591.055.

#### **Insurance intermediary**

ING Belgique S.A., insurance broker, registered with the FSMA under reference 0403.200.393. Registered office: Avenue Marnix 24, 1000 Brussels – BE 0403.200.393. www.ing.be

#### Scope

The policy consists of two inseparable parts, namely:

- The general terms and conditions, comprising mainly:
  - A description of the cover and any exclusions
  - A description of how the policy works and the relevant obligations
  - A glossary, which defines the words marked '\*' in this policy.
- Special terms and conditions, in addition to the general terms and conditions and adapting them to the policyholder's personal circumstances. Among other things, they identify the policyholder, the cover selected and the premium due.

Special terms and conditions take precedence over the general terms and conditions where these conflict.

# What to do if you need emergency assistance

- First contact the local emergency services.
- Contact the ING Assist'line should you need assistance with your ING Travel Insurance

# ING ASSIST'LINE

# +32 (0)2 725 15 00

# 24/7

#### What to do if your trip is cancelled or interrupted

email claims or website

#### Help us process your file smoothly

- Please read your ING Travel Insurance contract carefully so you are aware of the conditions of cover.
- Please make sure you have your personal and vehicle details to hand when contacting us.
- Please keep evidence of any costs incurred and keep original copies in case the insurer asks for it.

#### Want to make changes to your contract?

- Online using ING Home'Bank or the ING Banking app
- By email: <a href="mailto:ingproduction.bnl@ip-assistance.com">ingproduction.bnl@ip-assistance.com</a>
- By phone : 02/552.52.07 Mon to Fri 9am to noon, 2pm to 4pm
- At any branch of ING

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# **1. INSURED BENEFITS**

#### 1.1. PURPOSE

The purpose of the policy is to cover the insured\* against loss or damage as defined below, up to the limits of the cover and amounts specified in the policy. All amounts stated in the policy include fees and taxes.

Terms marked "\*" are defined in the Glossary.

# **1.2. GEOGRAPHICAL TERRITORY**

# 1.2.1. Personal assistance abroad

Cover:

- "Personal assistance in the event of illness\*, injury or death abroad"
- "Travel assistance abroad"
- "Luggage insurance+"

The insured\* are covered worldwide, with the exception of Belgium and countries at war and/or countries for which sanctions have been imposed (for more information, see section "9. General exclusions").

# 1.2.2. Telephone service

The basic "Telephone support" level of cover applies in Belgium and abroad with the exception of countries for which sanctions have been imposed (for more information, see section 9. "General exclusions").

# 1.2.3. Vehicle assistance

For the optional "Vehicle assistance in Belgium and abroad" cover.

For vehicle assistance:

• In Belgium

 In the countries and islands of geographic Europe, except for Turkey, namely: Albania, Germany, Andorra, Armenia, Austria, Belarus, Bosnia and Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, Faroe Islands, France, Georgia, Greece, Hungary, Ireland, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, the Former Yugoslav Republic of Macedonia, Malta, Moldova, Monaco, Montenegro, Norway, the Netherlands, Poland, Portugal, Romania, United Kingdom, Russia (European), San Marino, Serbia, Slovakia, Slovenia, Sweden, Switzerland, Czechia, Ukraine, Vatican City.

#### For bicycle assistance:

The assistance service is available throughout Belgium and within a radius of 30 kilometres beyond the borders, provided that:

- The bicycle is located more than one kilometre away from the initial place of departure (e.g. home, where staying, car, etc.)
- The bicycle is located on a road which is accessible by a recovery vehicle. If this is not the case, the insured\* will be required to

move the bicycle to the nearest location accessible by a recovery vehicle, failing which, assistance may not be provided.

### 1.2.4. Travel cancellation or interruption

For the optional "Cancellation Insurance" cover, worldwide, with the exception of countries at war and/or countries for which sanctions have been imposed (for more information, see section 9. General exclusions.

# **1.3. VALIDITY**

To qualify for the benefits covered, travel abroad cannot last more than 90 consecutive days. Events arising after this 90-day period are not eligible for this cover.

# **1.4. CLAIMING BENEFITS**

To claim under any of the benefits covered, the insured\* must request the involvement of the insurer at time of the incident. Exemptions which apply are medical costs abroad as described in the section "Personal assistance in the event of illness\*, injury or death abroad" and vehicle costs described in the section "Vehicle assistance in Belgium and abroad".

# **1.5. REPAYMENT OF ANY MONEY ADVANCED FOR COSTS INCURRED AND BENEFITS WHICH ARE NOT COVERED**

Where, for a benefit which is covered, the insurer\* approves an advance for costs incurred, the insured\* must pay the sum advanced into the account of the insurer\* or invite a third party to act as guarantor for repayment of costs incurred.

Where the loss or damage is not covered by the policy, the insurer\* will assist the insured\* on compassionate grounds and wherever possible. The insurer\* will arrange for the benefit to be paid, as long as it is directly connected with the consequences of the loss or damage.

Any costs in connection with becoming involved are the responsibility of the insured\*.

# **1.6. SENDING DOCUMENTS**

To claim under any of the benefits covered, the insured\* undertakes to send to the insurer\*, within 2 months of the incident or the request to become involved, original invoices relating to the costs for which the insurer\* has given consent as well as any other supporting documents requested by the insurer\*.

### **1.7. TELEPHONE COSTS**

In terms of assistance covered by this policy, the insurer\* will reimburse necessary telephone costs incurred by the insured\* to communicate with the insurer\* in connection with any incident covered which occurs abroad. The insurer\* is only required to provide this service where the insured\* can produce invoices or original supporting documents for the costs incurred.

#### **1.8. CHOICE OF MODE OF TRANSPORT**

The mode of transport is chosen exclusively by the insurer's medical team\* and based on the patient's medical needs. The insurer's doctor\* has to consent to each mode of transport.

#### 1.9. FRAUD

The insurer\* will thoroughly investigate any attempted or actual fraud. The insured\* will be held responsible for any proven fraud. With regard to "providing a replacement vehicle in Belgium" cover, the insurer\* will conduct this investigation through its special relationships with its towing services and garages, as well as by means of random checks.

# 2. PERSONAL ASSISTANCE IN THE EVENT OF ILLNESS, INJURY OR DEATH ABROAD

#### **2.1. MEDICAL ASSISTANCE**

In the event of illness\* or an accident, and if the insurer's medical team deems it necessary, the insurer will send out a doctor to the insured to assess the situation better and arrange appropriate action.

# 2.2. REPATRIATION OR TRANSPORT OF ANYONE INSURED WHO IS ILL OR INJURED

Depending on the seriousness of the case and with the consent of the doctor in charge and/or general practitioner, the insurer will arrange and assume responsibility for repatriation or medical transport of the insured\*:

- By air ambulance
- By scheduled flight
- By helicopter
- By 1st class train travel
- By ambulance.

to a hospital in Belgium which is close to home\*, or back home\* if the condition does not require admission to hospital.

In any event, the decision to transport or repatriate is subject to consent from the insurer's\* medical department.

The mode of transport and hospital will always be chosen with the insured's\* best interests in mind.

The insurer\* accepts responsibility for transport of the insured's unaccompanied luggage, meaning any personal luggage that the insured\* is travelling with. The following is not considered luggage: glider, surfboard, boat, commercial goods, scientific equipment, construction materials, furniture, horses, or cattle.

# 2.3. REPATRIATION OR TRANSPORT OF OTHER PEOPLE INSURED

Where repatriation or medical transport of anyone insured\* who is ill or injured has been decided and the other people insured\* cannot return to Belgium by the means initially planned, the insurer\* will arrange and cover the costs for:  Transport of the other people insured\*, by 1st class train travel or by scheduled (economy class) flight, back to their home\* in Belgium

• Or continuing their journey to their destination. In even of the latter, the cost of returning home\* after the trip remain the responsibility of the insured\*.

# 2.4. VISITS IF ADMITTED TO HOSPITAL

Where the insurer's\* medical team considers that the condition of anyone insured\* who is ill or injured does not warrant or prevents immediate repatriation, and if the time spent at the local hospital lasts longer than 2 calendar days, the insurer\* shall arrange and cover the costs for (return) travel by 1st class train travel or scheduled (economy class) flight for a family member (see definition of insured\*), to allow them to visit someone insured\* who is ill or injured.

Local hotel expenses (room + breakfast) for this family member shall be covered up to 100 euros per day for up to 10 days. Local taxi fares to allow other insured people\* to visit the insured\* in hospital (up to 100 euros/day, up to 5 days).

Where the insured\* who is in hospital is a child below the age of 18, the minimum period of 2 calendar days does not apply and the child's (step) father and (step) mother may travel to the hospital on the same terms. Local hotel expenses (room + breakfast) for the (step) father and (step) mother will be covered up to 100 euros per day per person for up to 10 days.

#### 2.5. RETURN AND SUPERVISION OF CHILDREN AGED UNDER 18

If neither the insured\* who is ill or injured, nor any other person insured\* can take care of the insured\* children under the age of 18 who accompany them, the insurer\* shall arrange and cover the travel costs of a guardian or someone else designated by the family to take care of the children and bring them back to their home\* in Belgium.

Hotel expenses (room + breakfast) for this person shall be covered up to a maximum of 125.euros.

# 2.6. RETURN OF PETS\$

In the event that the insured\* who is ill or injured is repatriated, the insurer\* will take on responsibility for the return of pets (dog or cat) left alone, if no other person insured\* is able to look after them. Costs for the transport cage remain the responsibility of the insured\*.

# 2.7. MEDICAL EXPENSES FOLLOWING ILLNESS OR AN ACCIDENT

Medical expenses following illness\* or accident occurring abroad shall be reimbursed up to a maximum of 500,000 euros per person insured.

The following are covered:

- Medical and surgical expenses
- Medication prescribed by a doctor or surgeon
- Minor dental treatment following an accident or emergency (not including prostheses) up to a maximum of 125 euros per person
- Costs for staying in hospital
- Costs for transport by ambulance, evacuation sledge or helicopter, requested by a doctor for a journey locally
- We will also cover these costs should a pandemic suddenly break out while staying abroad.

The costs shall be covered after all claims or benefits have been paid where the same risks for which the insured\* or other interested parties may be covered through social security or any other welfare organisation covering the same costs. The insurer\* can advise the insured\* regarding the conditions under which they would qualify for benefits provided by social security while abroad. They must however arrange to have the appropriate documents.

Where the insurer\* settles medical expenses incurred abroad immediately, the insured\* agrees to send their file to their health insurance provider and to provide the insurer\* with any statement from the health insurance provider as well as any sums received. Where the insured\* has paid their own medical expenses incurred abroad, the insurer\* shall cover any expenses over and above the health insurance provider's contribution.

This will be paid upon presentation of original copies of supporting documents along with any statement from the health insurance provider.

The insured\* shall then take all necessary steps required by the insurer\* to recover the costs covered by social security.

# 2.8. POST- HOSPITAL MEDICAL EXPENSES IN BELGIUM

Following injury or illness\* abroad and provided the insured\* was admitted to hospital abroad with the agreement of the insurer's doctor\* and has stayed in hospital for at least one night, the insurer\* will cover post-hospital medical expenses in Belgium up to a maximum of 2,500 euros for each person insured\* for up to one year after the date the accident or illness\* occurred, after deducting any contribution made by social security or covered by the insured's health insurance policy.

#### 2.9. EXTENDED TRIP ABROAD

The insurer\* shall cover the cost of extended stay in a hotel (room + breakfast), up to 100 euros per day per ill or injured person, for up to 10 days, where, on medical advice and subject to the consent of the insurer's\* doctor, the return trip cannot be made on the scheduled date.

Other persons insured\* who travel with the insured\* and cannot return to Belgium as originally planned and who extend their trip may also claim under this cover.

# 2.10. EARLY EMERGENCY RETURN

If the insured has to interrupt their trip abroad due to:
Admission to hospital in Belgium for more than 2 calendar days or the death of a family member, meaning partner\*, father, mother, child or partner's child\*, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law or sister-in-law;
OR

• The death of a colleague who is irreplaceable in the daily management of a business, or of their replacement if concerning a self-employed profession.

The insurer\* shall arrange and cover:

• Either return travel for the insured\*,

• Or return travel for everyone insured\* travelling together and part of the same family unit (not applicable where the contract was taken out by an individual), back home\* or to the place of burial or cremation in Belgium, train travel in first class or by scheduled flight (economy class).

If, in such event, the insured vehicle\* must be left behind, the insurer\* will return it back home\* with the passengers, in accordance with the conditions set out in the section "Vehicle assistance in Belgium and abroad".

Qualifying for this benefit requires a medical certificate or death certificate to be provided to the insurer\*.

# 2.11. DEATH OF AN INSURED WHILE TRAVELLING ABROAD

In the event of the death of an insured while abroad, the insurer\* shall arrange and cover:

- Either the costs relating to:
  - Transporting the mortal remains from the place of death to the place of burial or cremation in Belgium
  - The post mortem
  - Laying the body in the coffin
  - The cost of a coffin up to 1,000 euros.

• Or the costs of burial or cremation locally, limited to the amount that the insurer\* would have paid in the event of repatriation. In such event, the insurer\* shall arrange and cover the transport of a family member from Belgium to attend the funeral locally and shall cover hotel expenses for this person (room + breakfast) up to 100 euros per day and for up to 3 days.

If the other people insured\* cannot return to Belgium by the means initially planned, the insurer\* shall arrange and cover the cost of transport for the other people insured\*, by 1st class train travel or by scheduled flight (economy class), back home\* to Belgium.

#### 2.12. SEARCH AND RESCUE COSTS

The insurer\* shall cover, up to a maximum of 7,500 euros per insured, reimbursement of search\* and rescue costs instigated in order to save the life or the physical safety of an insured\*, provided that the rescue results from a decision taken by the competent local authorities or official rescue services.

# 2.13. SKIING

The insurer\* shall cover the costs of local transport in an evacuation sledge and/or helicopter for any accident that occurs on the ski slopes, as well as search\* and rescue costs (up to the limits set out in clause 2.12)

The following are not covered: These costs shall not be covered by the insurer\* if the accident occurs off the slopes when not accompanied by a guide.

If the condition of the insured\* who is ill or injured requires admission to hospital for more than 24 hours and/or repatriation arranged by the insurer\*, the latter will reimburse on a pro rata basis the insured's ski pass and/or ski lessons which consequently could not be used for the remaining period (up to 250 euros per claim).

# 2.14. FORWARDING ESSENTIAL MEDICATION, GLASSES, CONTACT LENSES AND PROSTHESES

In the event of theft, loss or forgetting of essential medication, glasses or prostheses, the insurer\* will try to source these or similar products locally for the insured\*. The insurer\* shall arrange and reimburse the costs for a doctor's appointment with a view to prescribing the medication.

If the medication is not available locally, the insurer\* will provide the insured\* abroad with the essential medicines, glasses, contact lenses or prostheses prescribed by a doctor and available in Belgium.

The insurer\* shall only cover the costs of sending these items and the doctor's appointment. The insurer\* will cover the cost of these items, which the insured\* must reimburse within 2 months of being provided. This service is subject to local and international legislation.

#### 2.15. EXCLUSIONS

Benefits not claimed at the time of the event and which are not provided by or with the consent of the insurer\*. However, costs for routine medical appointments and outpatient pharmaceutical costs following an event occurring abroad shall be reimbursed, up to the limits set out in this policy.

Costs for the following shall never be eligible for reimbursement:

- Minor ailments or injuries which do not prevent the patient from continuing their trip;
- The consequences of a ski accident occurring off the slopes when not accompanied by a guide;

- Chronic disorders of the nervous system, respiratory system, circulatory system, blood, or kidneys;
- Relapses and convalescence from any condition diagnosed, not yet stable and being treated before the date of departure\*, with a genuine prospect of deteriorating rapidly;
- Preventive medicine\* and thermal treatments;
- Tests and treatment not recognised by the Belgian National Institute for Health and Disability Insurance;
- · Pregnancy complications after the 26th week;
- Purchase and repair of prostheses in general, including glasses and contact lenses;
- Costs for medical and surgical treatments and medications, prescribed and/or initiated in Belgium, except for those qualifying under the post-hospital medical expenses in Belgium cover;
- Costs for burial or cremation in Belgium.

# 3. TELEPHONE SERVICE

# 3.1. IMPORTANT NOTE REGARDING THE TELECONSULTATION SERVICES

#### 3.1.1. Connection with other medical procedures

The doctor provides teleconsultation service in addition to conventional medical procedures, such as clinical consultation and diagnosis. Neither the services\*, nor the platform are intended to replace emergency medical procedures or medical care provided by specialist doctors\*. The beneficiary\* is therefore advised to consult their doctor (or other specialist if appropriate) or contact emergency services in order to obtain more personal, more specific or more appropriate advice with regards to their own specific circumstances or emergency.

#### 3.1.2. Independence

The services provided by the doctor\* are based on the doctor's\* own independent medical assessment, taking into account the technical limitations and constraints inherent in the use of these services or the platform\*. The doctor\* may therefore decide to refuse, suspend or discontinue the services if considered to be in the beneficiary's best interests. This is particularly the case where the beneficiary's condition requires urgent care, or where a video conference consultation is not sufficient to form a clear opinion of the beneficiary's\* condition. The doctor\* may also advise the beneficiary\* to consult a colleague, or contact emergency services. All costs incurred by the beneficiary\* following such a referral, including clinical appointments (actual visits) with a colleague or emergency medical services, are not included in the services offered by INTER PARTNER ASSISTANCE SERVICES. These expenses are therefore the responsibility of the beneficiary\*.

#### 3.1.3. Statements made by the beneficiary

The services\* are provided remotely and requires the beneficiary to have a sufficient understanding of the information they are reporting to the doctor\*. Before using the services, the beneficiary\* is required to check and assure INTER PARTNER ASSISTANCE SERVICES that they are sufficiently fit and able to discuss matters with the doctor\* or medical team\*, as well as use the platform\* and their personal account. This not only implies being sufficiently physically and psychologically fit to do so, but also having sufficient understanding of the specialist language used by the medical team\*. It also implies being over the age of 18, and having the legal capacity to enter into a contract with INTER PARTNER ASSISTANCE SERVICES. In case of doubt, the doctor\* may decline to provide the services\*, and instead advise the beneficiary\* to consult a local doctor and/or suspend benefits under the services and or access to the platform\*.

#### 3.1.4. Sensitive data

As part of providing the services\*, sensitive personal data may be exchanged over the platform with the doctor\* or someone else involved in providing the services\*. Such data is likely to include information about the beneficiary's\* past, present or future medical condition, psychological condition and family circumstances. The beneficiary\* is therefore encouraged to take under their own responsibility any reasonable security measures in their power to prevent access to their login details and authentication/personal access codes, including those sent by email or text message to their digital devices or personal account\*.

# **3.2. INTRODUCTION TO THE TELECONSULTATION SERVICE**

#### 3.2.1. Services provided

The services\* provided by the doctor\* represent teleconsultation services intended to give the beneficiary\* a preliminary medical opinion. This preliminary opinion is given in addition to conventional medical procedures. The services may include, depending on the case, providing a remote diagnosis, writing an eprescription\* (only once this service becomes available), referring to and updating the beneficiary's\* secure medical files, and preliminary medical advice. The services do not include telemonitoring services (remote medical surveillance or monitoring) or tele-expertise services (remotely seeking opinions from colleagues or experts), nor any remedy for a specific pathology or ailment, nor an alternative solution to the clinical consultation intended to continue or discontinue any ongoing treatment. Also, the services do not include urgent medical care (as this can only be provided by the appropriate emergency services).

#### 3.2.2. Terms and conditions of access to the services

In order to benefit from the services\*, the beneficiary\* must first:

• Be covered by ING Travel Insurance in order to qualify to benefit from these services and

- Have opted in, and
- Have communicated all the data and information needed for later identification.

The beneficiary\* is responsible for ensuring that any data provided is complete, truthful and accurate. Should the beneficiary\* supply incomplete, false, inaccurate or misleading information, INTER PARTNER ASSISTANCE SERVICES reserves the right to suspend or deny access to the platform\* and personal account\*, temporarily or permanently, without notice or compensation.

The beneficiary\* is advised that failure to provide this personal data means the services cannot be provided. Clause 11.10.1 of these General Terms and Conditions specifies the terms and conditions applicable to processing the beneficiary's\* data.

#### 3.2.3. Digital Equipment and Devices

In order to benefit from the services, the beneficiary\* must have devices which are technically compatible with the platform\*. (These include devices, software, a suitable data connection and subscription to an electronic communications operator allowing these to be used). The beneficiary\* must also have a private email address or smartphone with an internet connection. The beneficiary\* is encouraged to take all appropriate measures to ensure their access codes are kept strictly confidential, along with the security of these devices and the personal email address. Such measures may include using anti-virus software, a firewall or other security software, ensuring these are up to date. Costs of communicating with and connecting to the platform\* and the beneficiary\*.

## 3.2.4. Data Security

The beneficiary's\* data shall only be processed by the psychology/medical team. All such people are bound by the strictest rules of confidentiality, and are subject to medical and/or professional confidentiality in their respective professions. INTER PARTNER ASSISTANCE SERVICES and its subcontractors shall take all necessary measures to ensure the confidentiality and security of personal data, and to prevent any unauthorised access, misuse, modification or erasure of that data.

#### 3.2.5. Access to services

In order to access the services\*, the beneficiary\* needs to call the telephone number advised by INTER PARTNER ASSISTANCE SERVICES, specially provided for this purpose. Upon calling the number, the beneficiary\* will be put through to an INTER PARTNER ASSISTANCE SERVICES employee who will verify the beneficiary's\* identify and ensure that the beneficiary\* meets all the conditions required to benefit from the services. If those conditions are met, the INTER PARTNER ASSISTANCE SERVICES ERVICES employee will schedule an appointment with one of the doctors\*, subject to availability, taking into account any specific requests made by the beneficiary\*.

The beneficiary\* will then be sent, by email or text message, confirmation of the scheduled teleconsultation along with a web link and access code for the platform\*.

#### 3.2.6. Authentication and login

The beneficiary\* will then be able to connect to the platform by clicking on the web link sent by the INTER PARTNER ASSISTANCE SERVICES employee, and log on to their personal account using the access code provided. The beneficiary\* can connect to the platform using landline or mobile internet.

Once logged on successfully, the beneficiary\* will be able use all the features available on the platform\*. They can then have a conversation with a doctor\* at the time scheduled by the INTER PARTNER ASSISTANCE SERVICES employee.

Once logged on successfully, the beneficiary\* is considered responsible for any activity on their personal account. It is therefore essential that the beneficiary\* does everything necessary to keep their access codes confidential. INTER PARTNER ASSISTANCE SERVICES accepts no liability for any loss or damage resulting from failure on the part of the beneficiary\* to comply with this obligation.

If the beneficiary\* suspects that there has been actual or attempted unauthorised use of their personal account, the beneficiary\* may request new access codes from INTER PARTNER ASSISTANCE SERVICES.

#### 3.2.7. Providing the Services

The services shall be provided to the beneficiary\* during the schedule time slots. The services shall be provided in the form of a videoconference, via either the platform\* or other technical means compatible with the platform\*. All interaction between the beneficiary\* and the doctor\* uses secure electronic communication, so ensuring the strictest confidentiality.

# 3.2.8. e-prescription\*

Where applicable, and strictly subject to the services being available, the doctor\* may issue an e-prescription for the beneficiary\*. This e-prescription\* is based on the independent assessment of the doctor\*, in keeping with the legal and ethical framework which applies to the practice of medicine. Issuing an eprescription\* is therefore not obligatory or automatic.

# 3.2.9. Ethics

When providing the services, members of the medical team remain bound by the legal and ethical framework governing the practice of medicine (the "art of healing") and their respective professions.

# 4. TRAVEL ASSISTANCE ABROAD

For benefits designed to assist individuals following illness\*, injury or death, see the section "Personal assistance in the event of illness, injury or death abroad". For the benefits designed to assist with vehicles, see the section "Vehicle assistance in Belgium and abroad".

# **4.1. INFORMATION SERVICE**

The insurer\* provides a 24-hour information service to the insured\* covering the following information:

Information about prevention and traveller's health:

- Standard vaccinations
- Compulsory vaccinations
- Recommended vaccinations
- Hygiene and medical precautions depending on country visited
- Vaccination centres
- Specific treatment centres / problems arising after returning from abroad
- The conditions under which the insured\* can claim against Social Security cover abroad.

# 4.2. LOSS OR THEFT OF TRAVEL DOCUMENTS AND TRANSPORT TICKETS ABROAD

In case of loss or theft of travel documents (ID card, passport, driving licence etc.), the insurer\* will inform the insured\* of the contact details for the nearest Belgian embassy or consulate. Where applicable, the insurer\* will arrange and cover the cost of transport (round trip) to the embassy in order to collect the documents in question.

In the event of loss or theft of travel tickets, the insurer\* shall provide the insured\* with the tickets necessary to continue their travel.

The insured\* shall reimburse cost of the tickets to the insurer\* on demand.

### 4.3. LOST, STOLEN OR DELAYED LUGGAGE

In the event of theft, loss, destruction or delay of more than 12 hours in delivery of luggage\* by the airline, the insurer\* shall contribute up to a maximum amount of 250 euros per insured\* towards purchasing the more essential items locally. Expense claims should always be supported by copies of purchase receipts. In the event of theft, the insured\* will be asked to provide evidence of making a statement to the local police authorities.

In the event of theft or loss of luggage\* during a flight transfer, the insurer\* shall assist the insured\* with completing the formalities with the relevant authorities.

#### **4.4. PROVISION OF AN INTERPRETER**

If the insured\* is eligible for cover abroad and experiences problems or difficulties understanding and speaking the local language in connection with this cover, the insurer\* will provide assistance locally.

#### 4.5. ADVANCES

If the insured\* has claimed against the insurer\* for an incident which is covered and needs an advance to pay the costs which are not covered (such as repair bills), the insurer\* will make available to the insured\*, upon request, the equivalent in foreign currency of up to2500 euros. To claim under this cover, the insured\* must pay the sum advanced into the insurer's\* account or ask a third party to act as guarantor for repayment of the costs incurred. In such event, the insured\* must comply strictly with instructions from the insurer\*.

# 4.6. INVOLUNTARY EXTENSION OF TRIP ABROAD

If the insured\* is detained abroad in the event of force majeure (strikes, natural phenomena, epidemics, etc.), the insurer\* will reimburse this, upon presentation of supporting documents for the costs incurred and additional travel costs (accommodation and transport costs) up to 120 euros per day and up to 600 euros per insured\*.

# 4.7. PETS

Where a pet (cat or dog) suffers illness\* or an accident abroad, the insurer\* will cover veterinary bills up to 75 euros for each illness\* or incident.

#### 4.8. SENDING URGENT MESSAGES TO BELGIUM

The insurer\* will send urgent messages concerning the cover provided for in this policy.

The insurer<sup>\*</sup> accepts no liability whatever for the contents of the message, which shall comply with Belgian and international legislation.

# 4.9. LEGAL ASSISTANCE ABROAD

The insurer will cover:

- Any security demanded by the authorities up to a maximum of 12,500 euros per insured\* if, following a traffic accident, an insured\* is the subject of legal proceedings.
- Lawyers' fees up to a maximum of 1,250 euros per insured\* being prosecuted if, following a traffic accident, an insured\* is the subject of legal proceedings.

The insurer\* will allow up to 2 months starting from the date of the advance for repayment of the security and lawyers' fees.

#### 4.10. EXCLUSIONS

- Benefits not claimed at the time of the event and which are not provided by or with the consent of the insurer\*.
- Legal proceedings in Belgium for an offence committed against an insured\* while abroad.

# 5. ASSISTANCE IN BELGIUM

# 5.1. DEATH IN BELGIUM

In the event of death during a trip to Belgium, the insurer\* will cover the costs in relation to transporting mortal remains from the place of death to the funeral directors in Belgium.

#### **5.2. INFORMATION**

The insurer\* provides a 24-hour telephone information service to the insured\* covering the following information:

- Contact details for the different hospitals and ambulance services close to home\*
- · Contact details for the duty pharmacist and doctor
- Contact details for public services
- Contact details for problem solving or repair services available 24 hours a day or can provide rapid problem solving service in the following fields: plumbing, carpentry, electricity, tv repairs, locksmiths and glazing.

The insurer\* accepts no liability for the work being carried out properly by the service provider(s) contacted by the insured\*; the involvement of the insurer\* is limited to communicating to the insured\* one or more telephone numbers useful in the circumstances described above.

#### **5.3. PSYCHOLOGICAL SUPPORT**

The insurer\* will make telephone assistance available to the insured\* 24 hours a day in order to provide them with initial psychological support and then refer them to a specialist organisation. The reason for calling may be carjacking, assault, theft, a road accident, damage to the home and, in general, any incident impacting private or professional life.

# 5.4. MEDICAL ASSISTANCE IN THE EVENT OF INJURY

If, following an "accident causing physical injury" occurring at the home\* of the insured\* or at their second home in Belgium and after first responders and/or a doctor have attended, the insured\* cannot be treated at the scene and must be admitted to hospital, the insurer\* will cover the cost of transport for the insured\* by ambulance to the nearest hospital, if necessary under medical supervision. This cover is not available in the event of illness\*. Upon being discharged from hospital, the insurer\* shall cover the cost of returning the insured\* back home if they are not able to travel using normal arrangements.

Transport costs are covered after deduction of any contribution from Social Security or from the insurance policy\* with the insured's\* health insurance provider.

# 5.5. CHILD ADMITTED TO HOSPITAL WHEN PARENTS ARE AWAY

Where an insured child\* under 18 years of age is admitted to hospital in Belgium, for whatever reason, the insurer\* will cover transport costs, excluding hospital costs.

If expected to be in hospital for longer than 48 hours, the insurer\* will cover the cost for the insured\* or their partner\* who is abroad to return home\*, either by first class train travel or by scheduled flight (economy class).

#### 5.6. HOME HELP AND CHILDCARE

If admitted to hospital for at least 48 hours as determined by mutual agreement with the insurer's\* doctor\*, following an accident causing physical injury to the insured\* with children below the age of 18, the insurer\* shall cover the cost of:

- Home help.
- Childcare for children under 18.

This only applies if the accident causing physical injury in question occurred at the home\* or second home of the insured\* situated in Belgium.

For the two benefits described above, the insurer\* will cover costs up to a maximum of 250 euros.

# 5.7. PET CARE

If admitted to hospital for at least 48 hours as determined by mutual agreement with the insurer's\* doctor\*, following an accident at home\* or at the insured's\* second home in Belgium, causing physical injury to the insured\* or their partner\*, the insurer\* shall cover the cost of pet care (dog or cat) for up to 48 hours, provided that all vaccinations are up to date, up to a maximum of 65 euros per animal and per claim.

#### **5.8. DAMAGE TO HOME OR SECOND HOME**

If the home\* or second home\* situated in Belgium is damaged following fire, explosion, implosion, water damage, burglary, attempted burglary, robbery at home, vandalism or broken windows and if the insured\* cannot reasonably be expected to stay there, the insurer\* shall arrange and covers the following costs:

• The cost of a hotel for two consecutive nights, up to a maximum of 100 euros per night and per insured\*. The insurer\* will take care of booking a room at the relevant hotel(s) and cover the travel costs for the insured\* up to 65 euros in the event that they are unable to make the journey using their own transport.

• Expenses for emergency and essential purchases up to 250 euros;

• Security costs: if the home\* or second home situated in Belgium must be monitored in order to protect any belongings left there against theft, the insurer\* will arrange and cover the cost of sending out a security guard or watchman to monitor the premises.

The insurer\* will cover the cost of this attendance for up to 72 hours per claim;

• Furniture removal bills: the insurer\* will source and cover the hire costs for a commercial vehicle, requiring a B licence, in order to allow the insured\* to move any property left at the home\* or second home\* situated in Belgium. This cover is limited to 250 euros;

• House moving costs, where the home\* or second home\* situated in Belgium cannot be occupied within 30 calendar days following the date the loss or damage occurred, up to 250 euros per claim. By agreement with the insured\*, the insurer\* will arrange and cover the cost of moving furniture to the new place of residence in Belgium. The move must, however, take place within no more than 60 calendar days following the date the loss or damage occurred;

• Costs for returning home\*:

- if the insured\* needs to return to the unoccupied home\* or second home\* situated in Belgium when loss or damage covered by this policy occurs and if their presence proves essential, the insurer\* shall arrange and cover the cost of a single first class train ticket or scheduled flight (economy class), from wherever the insured\* is staying to the damaged home\* in Belgium. The insurer\* reserves the right to demand ownership of unused travel tickets.

- if the insured\* is obliged to go back to collect their insured vehicle\*, the insurer\* shall arrange and cover the cost of a single first class train ticket or scheduled flight (economy class), under the same conditions.

#### 5.9. LOCKSMITH SERVICES

If the keys are lost, stolen or left at home or if the lock to the main door is broken and the insured\* cannot gain entry to their home\* or second home\* in Belgium, the insurer\* will cover call-out charges for a locksmith up to 250 euros.

Only one claim will be approved per home insured per year\*.

# 5.10. EXCLUSIONS

Benefits not claimed at the time of the event and which are not provided by or with the consent of the insurer\*.

Costs for the following shall never be eligible for reimbursement:

- Tests and treatment not recognised by the Belgian National Institute for Health and Disability Insurance
- Costs for medical and surgical treatments and medications, prescribed and/or initiated in Belgium, except for those qualifying under the "post-hospital medical expenses" cover in Belgium;
- Costs for burial or cremation in Belgium.

# 6. OPTIONAL COVER – VEHICLE ASSISTANCE IN BELGIUM AND ABROAD

These benefits only apply if

"Vehicle assistance in Belgium and abroad" cover has been taken out.

#### 6.1. ROADSIDE RESCUE AND TOWING

If the vehicle insured\* is stranded following:

- A road traffic accident
- Mechanical breakdown
- Attempted theft, vandalism, carjacking or robbery at home
- Fire, explosion, implosion, combustion and/or lightning
- Damage caused by an animal,
- the insurer\* shall arrange and cover:
  - Sending roadside assistance out to the scene
  - If necessary, towing the vehicle to a garage chosen by the insured\*
  - If necessary, transporting the insured\* from the vehicle location to a car hire agency or to the insured's\* destination (up to a maximum of 150 km away).

If the insured\* does not ask the insurer\* to arrange roadside assistance and towing the vehicle, then costs of up to 200 euros can be reimbursed upon presentation of invoices from the towing service used. This limit does not apply if, following an accident, the insured\* is transported by ambulance and is consequently unable to contact the insurer\*.

All repair costs are the responsibility of the insured\*.

# 6.2. FUEL

If the insured vehicle\* is stranded having run out of fuel or if the wrong fuel was used to fill up, the insurer\* will send a contractor to tow the vehicle to the nearest service station. The insurer\* will arrange and covers the costs of draining the tank. The cost of the fuel and time spent remain the responsibility of the insured\*. The insurer\* will arrange and cover the costs of a taxi (round trip) from the place where stranded to where the insured\* lives or is staying, up to a maximum of 65 euros. If the incident occurs during a return trip abroad, the insurer\* will arrange and pay for a hotel for the insured passengers\* up to a maximum of 100 euros per insured\* (room + breakfast).

# 6.3. PUNCTURE

If a tyre on the insured vehicle\* gets a puncture, the insurer\* will arrange and pay for replacement or temporary repair of the punctured tyre at the place where stranded. If several tyres are punctured at the same time, the insurer\* will arrange and pay for the insured vehicle\* to be towed to the nearest garage. The insurer\* will arrange and cover the costs of a taxi (round trip) from the place where stranded to where the insured\* lives or is staying, up to a maximum of 65 euros. If the incident occurs during a return trip abroad, the insurer\* will arrange and pay for a hotel for the insured passengers\* up to a maximum of 100 euros per insured\* (room + breakfast).

# 6.4. GETTING INTO THE VEHICLE

If the insured\* can no longer get into the insured vehicle\* because the keys are locked inside, the insurer\* will, upon production of an identity document for the insured\*, arrange for and reimburse the costs for the vehicle to be unlocked. The insurer\* has the right to look through any paperwork in the vehicle once it has been unlocked. The insurer\* reserves the right not to provide this benefit if unlocking the doors could cause damage to the vehicle.

In the event of loss or theft of the keys to the insured vehicle\*, where:

• There is a duplicate at the home\* of the insured\* and the insured\* is unable to get back home\*, the insurer\* will arrange and cover the costs of a taxi (round trip) from the place where stranded to the home\* of the insured\* up to a maximum of 65 euros.

• There is no duplicate at the home\* of the insured\*, the insurer\* will advise the insured\* what the vehicle manufacturer recommends doing to obtain a new key. The insurer\* will arrange and cover the costs of a taxi (round trip) from the place where stranded to where the insured\* lives, up to a maximum of 65 euros.

#### 6.5. SENDING SPARE PARTS ABROAD

The insurer\* will send, by the quickest means possible, any parts essential for the vehicle to function properly if they cannot be sourced locally abroad. The insured\* will only have to repay on demand the cost of the parts shipped by the insurer\*.

#### 6.6. STRANDED VEHICLE ASSISTANCE ABROAD

If, following mechanical breakdown or a traffic accident abroad, the insured vehicle\* cannot be repaired locally within 5 working days, the insurer\* will arrange and cover the cost of one of the services below, depending on which the insured\* prefers.

#### 6.6.1. If repaired locally

If the insured\* decides to have the vehicle repaired locally though not able to wait for the repairs to be completed, the insurer\* will arrange and cover the cost of transporting the vehicle back to the home\* of the insured\* or else provide the insured\* with a first class train or scheduled flight (economy class) ticket to collect the vehicle once repaired. If necessary, the insurer\* will cover the cost of a hotel night (room + breakfast) abroad up to a maximum of 100 euros.

#### 6.6.2. If not repaired locally

If the insured\* does not wish or if it is not possible to have the vehicle repaired locally, the insurer\* will arrange and cover the cost

for transport and return to the garage chosen by the insured\*, near to home\*.

To facilitate this transport as quickly as possible, the insured\* agrees to comply with instructions from the insurer\*, to take all necessary steps and to forward the necessary documents to the insurer\*.

A report will be made of the vehicle's condition when it is picked up and another when the vehicle is delivered. Any damage occurring during transport is the responsibility of the insurer<sup>\*</sup>.

The insurer\* accepts no liability for the theft of any property or accessories that were inside or outside the vehicle.

Costs for guarding the vehicle from the day it is stranded until the day it is removed for transport or returned home will be covered by the insurer\*.

The total costs payable by the insurer\* cannot exceed the sale value at the time of making contact about the insured vehicle\*. If such is the case, the benefit payable by the insurer\* is limited to the sale value at the time of making contact about the insured vehicle\*.

If, following an accident, the insured vehicle\* cannot be repaired or if costs of returning home are higher than the sale value at the time of the call and if the insured\* decides to abandon the wrecked vehicle locally, the insurer\* will complete the necessary formalities in order to abandon the vehicle legally.

In the cases outlined above, anyone insured\* who is using the vehicle will be transported or repatriated in accordance with the conditions stipulated in the section "Assistance to stranded insured\*".

If, following mechanical breakdown or a traffic accident abroad, the insured vehicle\* can be repaired locally within 5 working days, it will be repaired locally. All return home costs are the responsibility of the insured\*.

#### 6.7. STRANDED VEHICLE ASSISTANCE ABROAD

If the insured\* are stranded following a traffic accident, mechanical breakdown, theft, carjacking or robbery at home involving the insured vehicle\*, and depending on which the insured\* prefers, the insurer\* will arrange and cover the cost of:

# 6.7.1. If repaired locally

 Hotel costs (room + breakfast) while waiting for essential repairs, up to a maximum of 100 euros per insured\* per day, up to a maximum of 1,000 euros per claim.

#### OR

• Taxi or hire vehicle costs up to a maximum of 100 euros per insured\* and a maximum of 1,000 euros per claim in order to allow

the insured\* to get back home\* or to their destination, if this is located near to where stranded.

OR

• Only where the vehicle is stranded abroad for at least 24 hours, and with the prior agreement of the insurer\*, the provision and payment by the insurer\* of the hire charge for a vehicle of category B (1,300 to 1,400 cc) for up to 10 consecutive calendar days, allowing the insured\* to reach their destination or return home\* and/or to have transport at the destination. Where possible and depending on local availability, the insurer\* will try to find a replacement vehicle that meets the needs of the insured\* in terms of passenger transport.

#### 6.7.2. If not repaired locally

 Immediate return, or on a date agreed with the insured\*, by first class train or schedule flight (economy class).
 OR

• Taxi or hire vehicle costs up to a maximum of 100 euros per insured\* and a maximum total of 1,000 euros in order to allow the insured\* to get back home\* or to their destination, if this is located near to where stranded.

#### OR

Only where the vehicle is stranded abroad for at least 24 hours, and with the prior agreement of the insurer\*, the provision and payment by the insurer\* of the hire charge for a vehicle of category B (1,300 to 1,400 cc) for up to 10 consecutive calendar days, allowing the insured\* to reach their destination or return home\* and/or to have transport at the destination. Where possible and depending on local availability, the insurer\* will try to find a replacement vehicle that meets the needs of the insured\* in terms of passenger transport.

Provision of a hire vehicle is subject to the following conditions:

• The insured\* must contact the insurer\* in order to pay for this service or obtain agreement beforehand;

 The conditions and rules prescribed by the company hiring out the vehicle are complied with (minimum age, valid driving licence, deposit to be paid with a credit card, driver ID and any second driver).

#### 6.8. PROVIDING A REPLACEMENT VEHICLE IN BELGIUM

If, following mechanical breakdown, road traffic accident, attempted theft, or vandalism, occurring in Belgium, the insured vehicle\* is no longer fit to drive and cannot be repaired or restarted immediately by roadside assistance, the insurer\* will make available to the insured\* in Belgium a replacement vehicle in category B (1,300 cc to 1,400 cc) for the time taken for the repairs, up to a maximum of 10 consecutive days.

By time taken for the repairs, we mean: in the event of mechanical breakdown, accident, attempted theft, vandalism, car-jacking or robbery at home, the normal time taken for repairs.

The insured\* must:

- Ensure that the repair is carried out as quickly as possible
- Recover the vehicle as soon as possible and advise the insurer\* immediately that repairs to the vehicle are complete.

In the event of theft, carjacking or robbery at home of the insured vehicle\*, the insurer\* will make available to the insured\* in Belgium a replacement vehicle in category B (1,300 cc to 1,400 cc) until the vehicle is recovered, not however to exceed 10 consecutive calendar days from the date of the incident occurred.

The insurer\* will cover travel costs for the insured\* for completing the formalities for collecting and returning the vehicle afterwards.

If the insurer\* arranges return of the insured vehicle\* from abroad and if the policyholder\* has no other means of transport, upon return to Belgium, the insurer\* will make available to the policyholder\* a replacement vehicle in category B (1,300 cc to 1,400 cc) until the policyholder's vehicle\* is available again, for up to a maximum of 10 consecutive calendar days.

Provision of a hire vehicle is subject to the following terms:
The insured\* must contact the insurer\* at the time of the incident for repairs to or towing the insured vehicle\*, except in force majeure

• The conditions and rules prescribed by the company hiring out the vehicle are complied with (minimum age, valid driving licence, deposit to be paid with a credit card, driver ID and any second driver).

The costs of fuel, additional insurance\*, tolls and penalties imposed remain the responsibility of the insured\* at all times.

# 6.9. ASSISTANCE IN THE EVENT OF THEFT/CARJACKING/ROBBERY AT HOME

If the stolen vehicle is recovered within 6 months, the insurer\* will arrange and cover the cost of the following, depending on the condition of the vehicle:

• If the vehicle is in working order: providing the insured\* with a first class train ticket or plane ticket (economy class) to where the vehicle is located. If necessary, the insurer\* will cover the cost of a hotel night (room + breakfast) abroad up to a maximum of 100 euros.

• If the vehicle is no longer in working order: recovery back home will be arranged in accordance with the section "Assistance to vehicles stranded abroad" above.

# 6.10. BICYCLE ASSISTANCE

Bicycle assistance is provided if the insured\* is stranded unexpectedly or unable to cycle reasonably safely following an incident due to:

• A road traffic accident

- Breakdown
- A flat tyre
- An act of vandalism
- Theft or attempted theft of the bicycle
- Losing the padlock key and/or a jammed padlock (subject to presentation on request of proof of identity, or proof of purchase for the bicycle covered).

#### 6.10.1.Services provided in the event the bicycle is stolen

If the bicycle is stolen, the insurer\* will cover the cost of the transport used by the insured\* to return to back to the place of departure (e.g. home, where staying, car, etc.). The insured\* must report the theft to the relevant authorities within 24 hours of that transport and provide a copy of the report (or a reference number) to the insurer\*.

#### 6.10.2. Services provided in other cases

Services provided in the event of an accident, breakdown, puncture, vandalism or attempted theft, losing the padlock key and/or jammed padlock.

The insurer\* will arrange and cover the cost of calling out a breakdown service to where the bicycle was stranded when the incident occurred, or to the nearest location accessible by the breakdown service vehicle.

If the bicycle is not roadworthy, or reasonable safety conditions for carrying out the repair cannot be guaranteed where stranded, the insurer\* will ensure the bicycle and the insured\* are transported either to the repair shop of their choice, or back to their place of departure (home, where staying, car, etc.).

Where the insurer\* transports the bicycle directly to a repair shop, it will not cover:

- Charges for quoting, dismantling, repair and maintenance at the repair shop
- The cost of any spare parts.

Where the insured\* is accompanied by members of their family, the insurer\* shall, where necessary, cover the cost for these to be transported to their place of departure.

#### 6.11. EXCLUSIONS

#### Exclusions applying to vehicle and bicycle assistance:

- Any mode of transport not meeting the description of a vehicle as set out in the definitions
- Reimbursing the cost of spare parts
- Reimbursing the costs of repair, maintenance or fuel for the insured vehicle\*
- Immobilising the vehicle for maintenance
- Participating in competitions at a professional level, or training for such events

- Impounding following a penalty of any type
- Deliberate, malicious and/or illegal activity on the part of the insured\*, as well as confiscation of the vehicle by local authorities as a result of this activity.

# Exclusions for vehicles assistance:

- Repeat breakdowns resulting from failure to repair or maintain the vehicle where the insurer\* has already been involved with two identical or similar breakdowns in the previous 12 months.
- The vehicle was more than 10 years old at the time the cover came into effect, unless it was already previously insured under another ING Assistance or ING Travel Insurance policy for which the cover ended no more than 30 days before.
- Vehicles driving on "test-drive" or "dealer" plates and vehicles used to transport paying passengers are excluded from the cover.
- Vehicles registered abroad cannot be insured, unless the vehicle is normally in Belgium (i.e. at least 180 days per year).

## Exclusions for bicycle assistance:

- If taking part, on an amateur basis, in organised races and walks for which the event organisers provide technical assistance.
   Should the organiser's technical assistance fail to resolve the problem, the insured\* can call on the bicycle assistance service
- If there is a recurrent fault affecting the bicycle caused by lack of maintenance
- If there is a breakdown resulting caused by not using original spare parts
- For hire bicycles
- If the insured has already claimed under Bicycle Assistance on two occasions in the preceding 12 months.

# 7. OPTIONAL COVER - CANCELLATION INSURANCE

These benefits only apply if "Cancellation Insurance" cover has been taken out.

# 7.1. START OF COVER

The insurance comes into effect on the date and time an ING Cancellation Insurance\* policy is taken out, or at midnight on the date selected by the policyholder\*. The date and time this comes into effect form part of the special conditions.

Travel already booked before taking out the "Cancellation Insurance" option and due to start less than 30 days after the policy comes into effect is not covered by the policy. For travel due to start within 30 days of booking, insurance must be taken out no later than 24 hours after booking the trip.

# 7.2. TRAVEL CANCELLATION OR INTERRUPTION

This cover is intended to reimburse cancellation costs incurred by the insured\*, depending on the conditions of the travel booking\*, in the event of cancellation or interruption for any of the following reasons:

- Illness\*, accident or death of:
  - the insured\*, their partner, a close relative or connected person;
  - anyone living under the same roof as the insured\* whom they care for or have legal responsibility for;
- Mandatory quarantine due to infection or potential infection with a disease\* officially designated by the government as a pandemic;
- The insured\* is made redundant before the start of the trip;
- The insured's leave is cancelled by their employer owing to the person covering for the insured\* being unavailable due to death, accident or illness\*;
- The insured\* has entered into an employment contract requiring attendance at work for at least three months;
- Where the insured is self-employed or works in a professional capacity, obligatory attendance at work owing to the person covering for the insured\* being unavailable due to death, accident or illness\*;
- The insured\* cannot travel owing to the unavailability due to death, accident or illness\* of the person responsible for the care of an insured's\* child under the age of 18 or who is disabled;
- Significant material damage to property\* owned or rented by the insured\* sustained within 30 days of the start of travel.
- The insured\* needs to:
  - report for a humanitarian project or military service
  - appear as a witness or attend jury service
  - if a student, resit an exam at some point between the date of travel and 30 days after the end.
- When an insured\* is called in or needed for the adoption of a child or the urgent transplantation of an organ (as donor or recipient);
- In the event that an insured\*, cannot have the vaccinations necessary for the trip on medical grounds;
- Complications or problems arise in relation to the pregnancy of the insured\* or of an immediate relative, including premature birth at least one month before the due date;
- The insured\* or their travelling companion falls pregnant, provided that this was not known when the travel was booked, and that the travel was scheduled for the final three months of pregnancy;
- Divorce, provided that the petition was brought before the courts after booking the travel and on presentation of official papers;
- Annulment of the insured\*s marriage where this can be supported by official papers;
- De facto separation, provided that one of the partners has moved out since booking the travel and upon presentation of official papers;
- Authorities in the destination country refuse to issue a visa, except where this refusal is down to negligence on the part of the insured\*. The following are considered negligence: late submission of the visa application, failure to submit or late

submission of certain documents necessary to obtain the visa from the authorities concerned;

- Loss or total immobilisation of an insured's\* private vehicle\* as a result of a traffic accident or fire at the time of departure or on the journey to the holiday destination;
- Robbery at home or car-jacking in the week preceding the date of departure for travel (backed up by a copy of the police report);
- Delay at the time of boarding as shown in the travel booking\*, at departure or during a stopover, having been held up for more than an hour due to a traffic accident\* or force majeure during the journey to the place of boarding;
- Theft of identity documents or visa less than 48 hours before departure.

# **7.3. AMOUNTS INSURED**

The total cost of the trip, up to a maximum of 3,000 euros per insured\* and per trip up to a maximum of 12,500 euros per trip and per year.

# 7.4. SETTLEMENT OF CLAIMS

The insurer\* will reimburse:

- Before the travel booking\* starts: 100% of the cancellation fees due from the insured\* under the contract;
- Where travel is interrupted by early repatriation on medical grounds, by a travel assistance company or with the agreement of the latter, or for any other reason provided for in the policy: the cancellation fees due from the insured\* under the contract, in proportion to the days not used;
- If the travelling companion cancels their own booking and the insured\* decides to travel alone: the additional hotel costs and/or booking change fees resulting from the cancellation;
- If the trip is cancelled or interrupted: any activities, excursions, vehicle hire during the trip which were booked and paid for separately;
- Any ski lift pass and/or ski lessons for the insured\* which could not be used by the insured\* in proportion to the days not used (maximum 250 euros);
- If the insured's\* private vehicle is stranded, the insured\* will be entitled to a hire car. In such event, the insurer\* shall cover the net cost of the hire car, up to limit of the cancellation fees payable. Toll, fuel or petrol costs will remain the responsibility of the insured\*.

The amount paid out by the insurer\* will in no case exceed the scheduled amount insured. The amount paid out will always be calculated on the basis of cancellation fees due under the contract, as per the conditions of the travel booking\*, in the event of cancellation within 48 hours after the insured\* became aware of the event leading to cancellation.

# 7.5. EXCLUSIONS

The cover is not valid in the event of cancellation or interruption of travel for a reason which is caused by or arises under one of the following circumstances:

- Travel already booked before taking out the "ING Travel Insurance — Cancellation Insurance optional cover" option and due to start less than 30 days after the policy comes into effect. For travel due to start within 30 days of booking, insurance must be taken out no later than 24 hours after booking the trip.
- Deliberate acts on the part of the insured\*;
- Reasons which were known before the taking out the ING Travel Insurance policy with the "Travel Cancellation Insurance" option;
- Improper use of alcohol or taking medication or drugs not prescribed by a doctor;
- Natural disasters;
- The consequences of accidents or nuclear or atomic radiation;
- · War, strikes, riots, civil war or any types of collective acts of violence, unless the insured\* can prove the absence of any causal relationship between the loss and the cause;
- Injuries due to an accident or illness for which, at the time the insurance policy\* was taken out, medical or paramedical treatment was being followed on the advice of a doctor;
- Epilepsy, diabetes, progress of congenital diseases;
- Chronic or pre-existing illness unless no medical or paramedical treatment was necessary in the month preceding the travel booking and there was no contraindication for proceeding with the travel according to the doctor in charge;
- Mountain hiking on unpaved trails, big game hunting, caving, underwater fishing or combat sports;
- Participating in any races or speed trials;
- Professional or paid sport, including related training;
- Voluntary termination of pregnancy;
- The insured\* being declared insolvent\*;
- Breakdown or poor condition of the private-use vehicle planned for the trip;
- Delays caused by traffic congestion;
- Business travel;
- Travel within Belgium lasting less than three days or trips costing less than 150 euros;
- Administrative fees, visa fees and other similar fees;
- Anything not specifically and formally defined in these general terms and conditions.

The above exclusions apply not only to the insured\*, but also to anyone whose medical condition is related to making a claim.

# 8. OPTIONAL COVER – LUGGAGE INSURANCE+

These benefits only apply if "Luggage Insurance+" cover has been taken out.

# 8.1. THE COVER

The insurer\* will insure your luggage\* against:

- Theft while abroad;
- Total or partial damage abroad;
- Being lost abroad by public transport, by private carrier or by the travel organiser after being checked in;
- Arrival at the travel destination at least 12 hours late, by public transport, by private carrier or by the travel organiser after being checked in.

# **8.2. THEFT OF LUGGAGE INSURANCE**

- Where your luggage\* is in a locked passenger vehicle (not a convertible, mobile home, 4x4 or minibus) being used by you, whose windows and roof are fully closed and where the luggage\* is completely hidden from view in a closed boot with a rear shelf: against theft following a major burglary, between 7am and 10pm.
- Where the luggage\* is in your hotel room or holiday home: against theft following a major burglary.
- Where you are supervising or carrying the luggage\* yourself: against theft involving physical violence against the person.
- Where the theft does not meet the above provisions of this clause: if you have taken reasonable steps to protect your belongings in good faith. In a public place or anywhere that is also accessible to other people, you must always keep a close eye on your belongings.

## 8.3. AMOUNTS INSURED

The amount insured is 2,000 euros per insured.

# **8.4. CALCULATING THE AMOUNT PAID OUT**

Damage is covered on a first-risk policy basis, and any claim is paid to you personally.

- The amount paid out is calculated based on the price you paid when purchasing the items insured, taking into account depreciation due to age or fair wear and tear.
- In the event of partial damage, only the repair of the item is covered, excluding expert and transport costs.
- The amount paid out cannot be greater than the price you originally paid for the insured item. Inter Partner Assistance only pays out for damage actually sustained. Indirect damage is not considered.
- If the luggage\* is later recovered following theft or declared lost, you must repay any claim paid out to Inter Partner Assistance, after any deduction for damage recorded and insured.
- Cover is also limited to 50% of the insured amount per insured\*, for:
  - each separate item
  - any high-value items
  - any sports equipment or materials
  - damage due to damaged luggage\*

- damage due to theft of or from a hire vehicle
- administrative costs up to 125 euros/insured\* for the replacement of any identity papers (identity card, passport, driving licence, vehicle registration document or visa), bank cards, credit cards and magnetic strip cards
- strictly necessary purchases up to 20% of the insured amount per insured\*, should this clause apply
- if the luggage\* turns out later to be declared lost, this amount will be deducted from the amount paid out at that time.

# 8.5. EXCLUSIONS

Items not insured under the "Luggage Insurance+" cover:

- High-value items except for:
  - in the event of theft involving physical violence against the person when the high-value items\* are under your supervision or are being carried by you;
  - where the wall safe in your hotel room or holiday home, or the main wall safe at the hotel or holiday park where you have stored high-value items\*, is broken into as part of a major burglary;
- Loose change, bank notes, cheques, other valuable paperwork, travel tickets, photos, stamps, any papers or certificates, keys;
- Beauty products;
- Bicycles, tents, sailboards, scuba diving equipment including spare parts and accessories;
- Items left unattended are also excluded.
- Musical instruments, rugs, works of art, antiques and collections.
- Prostheses, crutches, wheelchairs and medical devices.
- Glasses, sunglasses, spectacle lenses, contact lenses (unless they are destroyed or damaged following an accident causing an injury to the body).

Besides the exclusions stated in the General Terms and Conditions for the relevant cover, the following are also excluded from cover:

- Existing damage to luggage\*.
- Leakage of liquids, fats, dyes or corrosive products included in the luggage\*.
- Damage to fragile items\* such as pottery, glass, porcelain or marble objects.
- Damage to items left unattended outside a building.
- Losing, leaving behind or misplacing luggage\* except in the circumstances of clause 8.1 and 8.2.
- · Scuffs and scratches occurring on suitcases, travel bags and packaging during transport.
- High-value items\* carried by the airline.
- Late arrival of luggage\* caused by a general technical breakdown of technical equipment used by the baggage handlers\* or these being on strike.

# 9. GENERAL EXCLUSIONS

Cover under the policy does not apply:

- For any event already known before the policy was taken out and/or departure abroad;
- In the case of events caused by a deliberate act or serious misconduct on the part of the insured\*;
- In countries at war, where there is civil war, countries placed under martial law, affected by global health problems (including epidemics and pandemics) or with a history of acts of terrorism\*, riots or violent strikes, and where the Belgian Federal Public Service for Foreign Affairs has advised against or banned travel on its website;
- In countries where cover applies (or any region thereof) which are subject to sanctions by the United Nations, the European Union, or any other applicable sanctions regime, preventing us from performing all or part of our obligations under the policy. The list of relevant countries and regions is subject to change at any time and can be viewed at any time via the following link: <u>https://diplomatie.belgium.be/fr/politique/themes-</u> politiques/paix-et-securite/sanctions/sanctions-du-conseil-desecurite-des-nations;
- In the event of nuclear accidents such as those defined by the Paris Convention of 29 July 1960 and the additional protocols, or resulting from radiation from radioisotopes;
- When competing in motor sports and any other sport on a professional basis, and when practicing a sport deemed dangerous as an amateur: aerial sport, wrestling and combat sport, mountaineering, martial arts, bobsleigh, boxing, bungee jumping, canyoning, race track driving, boat racing, horse racing, motorcycle racing, hang gliding, rock climbing, micro-lighting, skydiving, paragliding, cave diving, cliff diving and jumping, car rallies, horse jumping, ski jumping including springboard, skeleton (water sliding), caving, steeplechase;
- When practicing hazardous professions such as acrobat, animal trainer or diver;
- When involved in one of the following professional activities: climbing onto roofs, up ladders or scaffolding; descending into shafts, mines or quarries with tunnels; the manufacture, use and handling of fireworks or explosives;
- When assistance is required while the insured is inebriated, in a criminal state of intoxication or similar condition resulting from substances other than alcoholic drinks;
- To the consequences of rash behaviour, a bet or a dare, unless the insured\* is able to demonstrate that the event giving rise to the exclusion and the claim are not connected;
- To reimbursement of trip cancellation fees or the consequences of strikes, unless specifically provided for as part of certain benefits;
- Following natural disasters where it is not possible to pay a claim for reasons beyond the insurer's\* control.

# **10. LEGAL FRAMEWORK**

# **10.1. EFFECTIVE DATE AND POLICY TERM**

The policy comes into effect on the date and time indicated in the special conditions.

Where the policyholder does not specify an effective date, cover applies from midnight on the day following payment of the premium.

This policy runs for one year. At the time of renewal, the policy renews automatically for a further year, without having to do anything.

This renewal will not go ahead where the policy has been cancelled by registered letter at least 3 months before the renewal deadline.

### **10.2. RIGHT TO WITHDRAW**

The right to withdraw only applies if distance selling was involved. The policyholder\* is entitled to advise the insurer\* that they wish to cancel the ING Travel Insurance\* policy, without incurring a penalty and without having to give reasons, within 14 calendar days. This period begins on the day the policyholder\* receives all the policy conditions by email (both special and general conditions) and all the pre-contractual information (policy information). The policyholder\* can exercise this right by sending a registered letter to Inter Partner Assistance S.A., Boulevard du Régent 7, 1000 Brussels.

Withdrawal by the policyholder\* takes effect immediately upon notification.

If the policyholder\* withdraws from the contract and if cover has already started prior to withdrawing, the policyholder\* is required to pay premiums in proportion to the period during which cover was in effect under the policy.

These amounts represent payment for financial services already provided by the insurer\*. If the policyholder\* exercises their right to withdrawal, the insurer\* will refund, within no more than 30 days, any premiums paid by the policyholder\* and any amounts received under the ING Travel Insurance\* policy, subject to the above payment for financial services already provided. This timeframe starts on the day the insurer\* receives notice of withdrawal by registered letter.

The insurer\* also has the right to withdraw. If the insurer\* withdraws, this only comes into effect 8 days following notification.

#### **10.3. TERMINATION**

# 10.3.1.Form

Termination must always be notified: • By registered letter

# • By service of court papers

• By delivery of a letter to the recipient against acknowledgment of receipt.

• Or by email: <a href="mailto:ingproduction.bnl@ip-assistance.com">ingproduction.bnl@ip-assistance.com</a>

# 10.3.2. For the end of the current period

This policy runs for one year. It then renews automatically for one year at a time.

Both insurer\* and policyholder\* may terminate the policy at least 3 months before the annual deadline.

# 10.3.3.In the event of a claim

By the policyholder\*

The policyholder\* may serve notice of terminating the policy no later than 1 month after the insurer\* settles or refuses to settle a claim. Termination takes effect 3 months after the day of this notice by the insurer\*.

• By the insurer\*

With effect 3 months after the insurer\* serves notice should they decide, following a claim, to terminate the policy in the month following settlement of or refusal to settle the claim.

# 10.3.4. If moving abroad

• By the policyholder\*

The policyholder\* can terminate the policy should they move abroad and therefore no longer meet the conditions for insurance\*. The insured\* must send the insurer\* the certificate of de-registering from the local authority register. Termination takes effect on the day of the move abroad, but no earlier than when the insurer\* becomes aware of this. "

• By the insurer\*

The insurer\* can terminate the policy should the insured\* move abroad and so no longer meet the conditions for insurance\*. The notice period for termination is 1 month from the day after the insurer\* sends the letter of termination by registered post to the new registered address\* of the insured\* abroad.

# 10.3.5. If premiums or terms of insurance should change

The policyholder \* may terminate the policy:

• Within 30 days of notice of a change in the premiums or terms of insurance\*, where this notice is served at least 4 months before the annual policy expiry date

• Within 3 months of notice where this notification is made less than 4 months before the annual policy expiry date.

Termination is effective 1 month after serving notice and no earlier than the renewal date.

## **10.4. OBLIGATIONS OF THE INSURED**

**10.4.1.Obligations of the insured in the event of a claim** The insured\* must do everything possible to prevent or mitigate the consequences of the loss or damage. The insured\* must: • Provide the insurer\* with supporting documents for expenses incurred

• Provide the insurer\* with proof of the facts which give rise to the benefits covered.

# 10.4.2.Sanctions

Where the insured\* fails to comply with any of the requirements above and where that failure compromises the insurer\*, the insurer\* reserves the right to reduce the level of cover proportionally to the value of the compromise endured. The insurer\* reserves the right to refuse to provide cover if the insured\* fails to meet any of the obligations listed, with fraudulent intent.

# **10.5. PAYMENT OF PREMIUMS**

The premium, inclusive of tax and fees, is payable in advance upon receiving a request for payment.

# **10.6. NON-PAYMENT OF PREMIUMS**

If payment for a premium is not received before the due date, the insurer\* reserves the right to terminate the contract, subject to serving official notice to the policyholder by way of registered letter, or by service of court papers. Termination will be effective 2 weeks from the day after serving notice or sending the registered letter.

# **10.7. PREVIOUS POLICIES**

The services and reimbursements listed in this policy can only be provided in addition to previous policies covering the same risks or in addition to Social Security benefits to which the insured\* is entitled.

# **10.8. STATUTORY LIMITATIONS**

Any legal action arising from this contract is debarred 3 years after the event which gave rise to it.

## **10.9. SUBROGATION**

The insurer\* is subrogated to the rights and actions of the insured\* to the extent of its benefits against third parties responsible for loss or damage. The insured\* cannot renounce any recourse without prior agreement.

If, as a result of the actions of the insured\*, subrogation cannot produce a favourable outcome for the insurer\*, the insurer\* shall be entitled to demand repayment of the by the insured\* to the extent of the losses sustained.

Subrogation cannot disadvantage the insured\* if the only a part amount was paid out. In such event, the insured\* is entitled to claim the balance of any amounts due, taking priority over the insurer\*. Except in cases of malicious intent, the insurer\* has no recourse against the insured's\* descendants, ascendants, partner\* or people directly connected, nor against people living in the same household.

However, the insurer\* may take legal action against these people where their liability is covered by an insurance policy.

# **10.10. ADDITIONAL PROVISIONS APPLYING TO THE "TELECONSULTATION" COVER**

# 10.10.1. Processing personal data

This clause shall apply without prejudice to other provisions and terms and conditions applicable to personal data processing carried out by INTER PARTNER ASSISTANCE SERVICES and its subcontractors. The beneficiary\* is encouraged to review these additional provisions and terms and conditions, regardless of whether they appear in the contract signed by the beneficiary\*, in the various contract documents, or on the INTER PARTNER ASSISTANCE SERVICES websites.

# 10.10.1.1. Consent

When registering for the services, the beneficiary\* is invited to give their express consent to the services being provided in accordance with these terms and conditions. Where the beneficiary\* is under the age of 18, this consent must be given by their legal representative (i.e. parent or legal guardian). The consent form may be on paper or in electronic form. The beneficiary\* may give their express consent by means of a handwritten or electronic signature, by using the login codes sent to the beneficiary\*, or by any other means allowing the beneficiary\* to express their agreement in an active and unambiguous way.

# 10.10.1.2. Data Controller

The body responsible for processing the beneficiary's data\* is INTER PARTNER ASSISTANCE SERVICES, whose contact details can be found in the "Definitions" clause.

# 10.10.1.3. Data processing purposes

The beneficiary's data may be processed and used for the following purposes: managing the beneficiary's files (relating to data and persons); identifying and authenticating the beneficiary\*; providing the services (including scheduling appointments, preparing teleconsultations, providing health information and advice, issuing e-prescriptions); managing the beneficiary's insurance policy; establishing proof of insurance transactions, providing the services and medical information to the beneficiary\*; as well as for the purposes of customer service, fraud detection and prevention, anti-fraud measures and statistical studies.

# 10.10.1.4. Recipients

Given that the beneficiary's\* data needs to be processed to achieve the purposes listed above, that data may be shared with other companies within the AXA Group, and with companies and/or persons working with the former (e.g. lawyers, experts, medical advisors, re-insurers, co-insurers, insurance intermediaries, service providers, electronic archiving services, other insurance companies, representatives, the fee monitoring office, claims settlement offices, Datassur). This data may also be shared in accordance with applicable legislation with competent authorities, relevant government departments and any other public or private body with which INTER PARTNER ASSISTANCE SERVICES and its subcontractors may be required to exchange personal data in accordance with the applicable legislation.

# 10.10.1.5. Transfer of data outside the European Union

The other companies within the AXA Group, partner companies, or third parties concerned may be located within or outside the European Union. In the event of data transfers to third parties outside the European Union, INTER PARTNER ASSISTANCE SERVICES and its subcontractors shall comply with applicable legal and regulatory provisions regarding such transfers. It shall in particular ensure an adequate level of protection for any personal data transferred in accordance with the alternative mechanisms set up by the European Commission, such as standard contractual clauses, or with AXA Group's own binding corporate rules governing intragroup transfers (Mon. B. 6/10/2014, p. 78547).

# 10.10.1.6. Security and Confidentiality

INTER PARTNER ASSISTANCE SERVICES shall ensure compliance with the specific rules applicable to the processing of the data subject's health data, and shall take all necessary technical and organisational measures to that end.

• This data will only be processed either with the beneficiary's\* express written consent, or to safeguard the beneficiary's\* legitimate interests should the beneficiary\* be physically or legally incapable of giving such consent.

• This data will be processed under the supervision of doctors\* (medical advisors) who are subject to medical confidentiality by specially appointed employees of INTER PARTNER ASSISTANCE SERVICES.

 Medical certificates, medical data and information – or other documents containing such data – which are necessary for negotiating, concluding or performing the contract, including the provision of the services, are only shared with the psychology/medical team. Similarly, members of the psychology/medical team will only share with INTER PARTNER ASSISTANCE SERVICES or with specially appointed employees, data relating to the current state of health of those concerned and strictly relevant to the risk for which these documents were prepared.

• Such data is only shared where strictly necessary and where the recipients of that data offer sufficient guarantees to ensure that specific data processing rules are observed.

#### 10.10.1.7. Data storage

INTER PARTNER ASSISTANCE SERVICES and its subcontractors shall store for the term of the contract personal data collected relating to the beneficiary's\* connections to the app, the platform\*, their personal account\*, any communications between the beneficiary\* and the doctor\*, as well as communications relating to the provision of services and to the insurance policy\*. This data will also be updated whenever circumstances so require, and the data retention period may be extended beyond the statutory period or limitation period so as to be able to respond to any requests or claims received after the contract has expired or the claims file has been closed.

In accordance with applicable legal provisions and without prejudice to the rules applicable to processing personal data, INTER PARTNER ASSISTANCE SERVICES shall, under conditions of reasonable security, keep a record of the beneficiary's\* connection history to the platform\* and their personal account, as well as the message history and record of documents exchanged via the platform\*. The beneficiary\* hereby acknowledges and accepts that these records will be considered proof of provision of the services, of communications between the doctor\* and the beneficiary\*, and if applicable, of issuing an e-prescription\*.

#### 10.10.1.8. Need to provide personal data

Personal data relating to the insured\* that INTER PARTNER ASSISTANCE SERVICES and its subcontractors request to provide are necessary for the provision of the services. Failure on the part of the insured\* to provide such data may make it impossible enter into the contract or perform it properly, or provide the services.

# 10.10.1.9. Signature

INTER PARTNER ASSISTANCE SERVICES uses authentication processes to guarantee the origin and integrity of any electronic data exchanged. These processes are designed to identify the beneficiary\* with the required degree of certainty\*. The beneficiary\* hereby acknowledges and accepts that these authentication procedures allow them under adequate levels of security to give their consent for the processing of their personal data, for the provision of the services, as well as their acceptance of these General Terms and Conditions. The consent given by the beneficiary\* after successful user authentication is therefore considered equivalent to an electronic signature within the meaning of the applicable legal framework, and consequently constitutes proof of consent by the insured\*.

### 10.10.1.10. Confidentiality

INTER PARTNER ASSISTANCE SERVICES and its subcontractors have taken all the necessary steps to ensure the confidentiality of any personal data it receives, and to prevent any unauthorised access, misuse, modification or erasure of that data. To this end, INTER PARTNER ASSISTANCE SERVICES always complies with standards relating to security, and continuity of service, and regularly assesses the level of security of its own processes, systems and applications, as well as those of its partners.

10.10.1.11. Rights of the beneficiary\*

The beneficiary\* is entitled, upon request:

• To obtain confirmation from INTER PARTNER ASSISTANCE SERVICES as to whether their personal data has been processed, and if so, to access that data;

• To rectify and, where appropriate, complete any personal data which is not correct or complete;

• To request their personal data be erased in certain circumstances;

• To restrict the processing of their personal data in certain circumstances;

• To object, for reasons relating to their particular situation, to their personal data being processed by INTER PARTNER ASSISTANCE SERVICES and its subcontractors, even where there is a legitimate interest. The data controller shall subsequently not process the beneficiary's personal data any further, except where it can demonstrate that there are legitimate and compelling grounds for doing so which outweigh the beneficiary's\* interests, rights and freedoms;

 To object to their personal data being processed for direct marketing purposes, including profiling for direct marketing purposes;

 Not to be the subject of a decision based exclusively on automated processing, including profiling, with legal consequences concerning them or which significantly affect them. However, if this automated processing is necessary for the conclusion or the performance of a policy, data subjects are entitled to ask for human intervention from INTER PARTNER ASSISTANCE SERVICES, to express their point of view, or to contest the decision taken by INTER PARTNER ASSISTANCE SERVICES;

• To receive the personal data which they have provided to INTER PARTNER ASSISTANCE SERVICES and its subcontractors in a structured, commonly used and machine-readable format; to send that data to a different controller, where (i) their personal data was processed with their consent or for the purposes of performing a contract and (ii) the data is processed using automated processes; and to have their personal data sent directly from one controller to the other where technically possible; • To withdraw their consent at any time, without prejudice to the processing of personal data performed legally and with the data subject's consent, prior to the date consent was withdrawn. The beneficiary\* is hereby informed that if they do withdraw consent, they will no longer be able to access the services or their personal account.

#### 10.10.1.12. Contacting INTER PARTNER ASSISTANCE SERVICES

To exercise their rights, the beneficiary\* can contact INTER PARTNER ASSISTANCE SERVICES at either of the following addresses, making sure to attach or enclose a photocopy of both sides of their identity card:

#### By post:

INTER PARTNER ASSISTANCE SERVICES - Data Protection Officer, Boulevard du Régent 7, 1000 Brussels. By email: dpo.BNL@axa-assistance.com

INTER PARTNER ASSISTANCE SERVICES shall process all requests it receives within the deadlines provided for by law. Unless the request is manifestly unfounded or excessive, the processing of such requests is not subject to payment.

#### 10.10.1.13. Making a complaint

If a beneficiary\* considers that INTER PARTNER ASSISTANCE SERVICES has not complied with data processing regulations, the data subject is encouraged to contact INTER PARTNER ASSISTANCE SERVICES in the first instance.

The beneficiary\* may also file a complaint with the Personal Data Protection Authority at the following address: Rue de la Presse, 35 – 1000 Brussels

Tel: + 32 2 274 48 00. commission@privacycommission.be

The beneficiary\* may also file a complaint with their local court.

#### 10.10.2. Responsibilities

10.10.2.1. Responsibilities of the beneficiary\*

The beneficiary\* is responsible for using the services and the platform\* in accordance with these terms and conditions, and with any applicable legal framework and standards of decent behaviour. In particular, the beneficiary\* agrees only to use the platform\* in accordance with the terms of normal use (regardless of whether or not normal use coincides with the notion of 'fair use'), and undertakes not to install any viruses or other malicious software whose purpose or effect is to make part or all of the platform\* unfit for use of for its intended purpose.

The beneficiary\* undertakes not to compromise the rights of INTER PARTNER ASSISTANCE SERVICES or of third parties. In this respect, the beneficiary\* undertakes to respect the intellectual property rights of the app's or platform's developers and publishers, as well as the intellectual property rights of INTER PARTNER ASSISTANCE SERVICES or of any other subsidiary of the AXA Group. The beneficiary\* also undertakes not to collect information relating to other policyholders\* or users of the platform\* or the services or to access, in any way whatsoever, the data or harm the rights or interests of INTER PARTNER ASSISTANCE SERVICES. The beneficiary\* is solely responsible for taking all necessary steps to ensure the security and confidentiality of their access codes and login details as well as any documents they upload to and/or download from the platform\*.

Should the beneficiary\* not comply with their obligations, INTER PARTNER ASSISTANCE SERVICES, or the developers or publishers of the platform\* in their own name, will be entitled to suspend, wholly or in part, or permanently block access to, the services\* and/or the platform\*, without notice or compensation of any kind for the beneficiary\*.

# 10.10.2.2. INTER PARTNER ASSISTANCE SERVICES responsibilities

INTER PARTNER ASSISTANCE SERVICES arranges and makes the services available to the insured\* as part of an obligation of due diligence and within the limits provided for by these terms and conditions. INTER PARTNER ASSISTANCE SERVICES works with subcontractors in order to operate and maintain the platform\*. If the platform\* develops a fault, INTER PARTNER ASSISTANCE SERVICES will do everything it can to effect repairs as quickly as possible or at least within a reasonable time. The responsibility of INTER PARTNER ASSISTANCE SERVICES is therefore limited to the provision of these services.

INTER PARTNER ASSISTANCE SERVICES is not responsible for the platform\*, which was developed by third parties. INTER PARTNER ASSISTANCE SERVICES is therefore not required to compensate the beneficiary\* for any damage resulting either from use of the app or platform\* (whether correct or incorrect), or if it is totally or temporarily unavailable, or from omissions, errors or inaccuracies\* in updates or modifications. INTER PARTNER ASSISTANCE SERVICES accepts no liability in the event of force majeure. Furthermore, INTER PARTNER ASSISTANCE SERVICES accepts no liability for any damage resulting from the constraints and limitations of the devices, software or of electronic communications networks used by the beneficiary\*, or any damage resulting from computer viruses, fraud or malevolent acts committed by third parties. Except in cases of willful misconduct (i.e. fraud), the liability of INTER PARTNER ASSISTANCE SERVICES shall be limited to direct and foreseeable damage.

#### 10.10.2.3. Responsibility of the Medical Team\*

Members of the psychology/medical team tasked with providing the services are bound by the legal framework applicable to their respective fields of activity. The doctor\* is personally and exclusively responsible for all medical procedures, opinions, advice and prescriptions they provide to the beneficiary\* as part of the services. The psychology/medical team cannot be held responsible for any interruptions to the service and/or damages resulting from changes to the beneficiary's\* own circumstances, in particular a medical condition that was not brought to the team's attention during the teleconsultation.

#### 10.10.3. Amendments and termination

#### 10.10.3.1. Amendments

INTER PARTNER ASSISTANCE SERVICES reserves the right to update, amend or supplement these Terms and Conditions at any time. The beneficiary\* is therefore encouraged to consult them regularly. INTER PARTNER ASSISTANCE SERVICES shall specifically notify the beneficiary\* of any amendments made to these terms and conditions. Use of the platform\*, following this notice, implies the beneficiary\* consents to the updates, modifications or additions made.

INTER PARTNER ASSISTANCE SERVICES also reserves the right to update, modify or supplement at any time the features or functionalities of the services, content, or architecture of the platform\*. Such updates, modifications or additions may be made without notice or compensation of any kind to the beneficiary\*, even where provision of the services is interrupted. Lastly, the beneficiary\* is encouraged to consult the general terms and conditions pertaining to the platform\* regularly, as these may also be subject to updates, modifications or additions by their respective developers or publishers. INTER PARTNER ASSISTANCE SERVICES hereby reminds the insured\* that it has no control over the provisions of those general terms and conditions.

### 10.10.3.2. Termination

Provision of the services and access to the beneficiary's\* personal account\* will be terminated automatically, without notice or compensation of any kind, in the following cases:

• Where the beneficiary\* is no longer covered by the insurance\* or any other insurance product\* including the provision by INTER PARTNER ASSISTANCE SERVICES of assistance in the form of teleconsultation;

• Should the beneficiary's\* underlying policy be terminated for any reason (including cancellation, termination, etc.);

• If the beneficiary\* gives at least 10 working days written notice of their intention to terminate the Services (e.g. by ordinary or registered mail or email to INTER PARTNER ASSISTANCE SERVICES);

• If the beneficiary\* fails to respect these general terms and conditions, or the rights of INTER PARTNER ASSISTANCE SERVICES or of the developers/publishers of the platform\*;

• If INTER PARTNER ASSISTANCE SERVICES suspects or detects identity theft, fraud, or unauthorised access to the platform\* or beneficiary's\* personal account\*.

Termination of the insured's\* services or personal account\* does not automatically result in deletion or destruction of documents, data and other information either pertaining to the provision of the services or processed by INTER PARTNER ASSISTANCE SERVICES as part of providing the services.

# **10.11. CORRESPONDENCE**

To be valid, any notification must be sent to the insurer\*: Inter Partner Assistance S.A., Boulevard du Régent 7, 1000 Brussels, Belgium.

Communications or notifications intended for the insured\* are valid if sent to the address of the policyholder\* indicated in the contract or subsequently notified to the insurer\*.

# **10.12. PRIVACY INFORMATION**

Personal data disclosed under this auspices of this policy are processed by:

#### ING Belgique S.A.

Data disclosed to ING Belgium is processed by ING Belgium S.A., Avenue Marnix 24, 1000 Brussels for the purposes of central customer management, account and payment management, marketing of banking, financial and insurance services\* (except where the person concerned has requested at no cost to object to direct marketing), creating an overall customer profile, control of operations and prevention of irregularities as well as, where applicable, approval and management of credits, wealth management (investments) and brokerage (including insurance cover\*).

### Inter Partner Assistance S.A.

Boulevard du Régent 7, 1000 Brussels, for the purposes of central customer management, provision and management of personal insurance\* and accident and miscellaneous risk insurance\*, creating an overall customer profile, control of operations and prevention of irregularities.

This data is shared with other companies in the ING group in the European Union carrying out banking, insurance\* and financial activities for the purposes of central customer management and marketing (except where the person concerned has requested at no cost to object to direct marketing), creating an overall profile of the customer and provision of their services (if applicable) and checking the compliance of operations (including the prevention of

irregularities). It is also shared with insurers\* established in the European Union and to any of their representatives in Belgium, for whom the bank acts as an insurance intermediary\* (list available on request), where needed for the purposes of (if applicable) the conclusion and management of insurance cover\* ((more precisely of the insured risk), marketing of insurance services\* (except advertising by email and except where the person concerned has requested at no cost to object to direct marketing), central customer management and checking the compliance of operations (including the prevention of irregularities). Similarly, it may also be shared with insurance brokers\* who act as insurance intermediaries\* for ING where needed for the purposes of (if applicable) the conclusion and management of insurance cover\* (more precisely the insured risk), central customer management and checking the compliance of operations (including the prevention of irregularities).

You can access and rectify any data which concerns you. You can also request it be erased or that processing which concerns you is limited, and also object to processing. You also have a right to portability of your data.

For any additional information, please refer to clause 6 (Protection of privacy) of the General Operating Regulations for ING Belgium and the ING Belgium Privacy Policy for the protection of privacy (available in ING branches and from www.ing.be). If you have any questions, please contact our Data Protection Officer (ing-be-PrivacyOffice@ing.com or ING Privacy Office, Cours Saint Michel 60, 1040 Brussels).

This data may be shared by Inter Partner Assistance with service providers whether or not located in an EU member state whose involvement is necessary or practical in order to achieve the above objective, including ABS in India.

The insurer\* may process data relating to the health of the insured\* or other sensitive personal information to the extent that necessary for provision of the cover. Health data or other sensitive personal information is always processed under the responsibility of a healthcare professional.

A list of categories of people with access to this data is available from Inter Partner Assistance SA, Boulevard du Régent 7, 1000 Brussels.

#### **10.13. APPLICABLE LAW AND COMPETENT COURT**

These general terms and conditions are subject to Belgian law. Any dispute relating to the validity, interpretation, delivery or termination of the services, or the validity, interpretation and application of these terms and conditions shall be settled in accordance with the provisions of Belgian law, without regard to conflict of law principles.

Any dispute relating to the validity, interpretation, delivery or termination of the services, or the validity, interpretation and application of these terms and conditions, shall be subject to the exclusive jurisdiction of the courts of the judicial district of Brussels.

#### **10.14. COMPLAINTS**

The policyholder\* has the right to address any complaint relating to this contract:

 Either to the insurer\*, Inter Partner Assistance, c/o Quality department at Boulevard du Régent 7, 1000 Brussels or by email: <u>businesscare.bnl@axa-assistance.com</u>

We will study your particular circumstances with the greatest of care, and will provide you with an answer as soon as possible.

• Or to ING Customer Service, Cours Saint-Michel 60, 1040 Brussels (mediationservice-reclamations@ing.be)

Tel. + 32 2 547 61 02

Or to the Insurance Ombudsman, square de Meeûs 35, B-1000
 Brussels (www.ombudsman.as – info@ombudsman.as ) Tel. + 32 2
 547 58 71

This does not affect your right to legal recourse.

# **11. GLOSSARY**

For the purpose of this document, the following terms shall have the following meanings:

# 11. 1. General definitions

#### Insured

All insured must be resident in Belgium or normally reside there (i.e. at least 180 days per year). Where the policy is taken out for an individual, only the policyholder\* is insured.

Where the policy is taken out for a household, the following are also insured besides the policyholder\*, provided that they reside under the same roof (have their registered address\* or normally reside there, i.e. at least 180 days per year) as the policyholder\*:

- Any person registered as living with the policyholder\*
- Their legal or de facto spouse or partner\* who also lives there
- Their unmarried children or the unmarried children of their insured partner\*, even if they are no longer classed as dependents
- Other members of their family or other members of their insured partner\*'s family (father, mother, brother, sister, grandfather, grandmother, grandchild).
- Unmarried children or unmarried children of the insured partner\* no longer living in their household, registered as living elsewhere due to divorce or due to their studies, as long as they accompany the insured while travelling or away from home

• (Great-)Grandchildren of the insured or their insured partner\* as long as they accompany the insured while travelling or away from home.

In the specific event of a traffic accident, mechanical breakdown, theft or carjacking of the insured vehicle\*, anyone else being transported free of charge in the insured vehicle\* and involved in the trip (with the exception of casual hitchhikers) are also insured.

#### Insurer

Inter Partner Assistance S.A., part of the AXA Group, insurance company authorised by the BNB under reference 0487. Registered office: Boulevard du Régent 7, 1000 Brussels, Belgium – BE 0415.591.055.

#### **Competent medical authority**

Competent medical authority means doctors recognised under Belgian legislation or under the legislation in force in the country concerned.

#### **Registered address**

The place in Belgium where the policyholder\* is registered as living and usually resides.

#### Insurance intermediary

ING Belgique S.A., insurance\* broker, registered with the FSMA under reference 0403.200.393.

Registered office: Avenue Marnix 24, 1000 Brussels, Belgium – BE 0403.200.393.

www.ing.be - Get in touch via ing.be/contact

# Illness

Deterioration in health, certified by a certified doctor, preventing the travel (booking) from going ahead.

#### Policyholder

You, the natural person taking out the ING Travel Insurance policy.

## Second home

A property in Belgium belonging to the policyholder\* or one of the other insured, where the insured stay occasionally on breaks or on holiday.... not including caravans and mobile homes.

## Terrorism

Terrorism means any action or threat of action organised clandestinely for ideological, political, ethnic or religious aims, carried out alone or in groups, attacking people or destroying in whole or in part the financial value of tangible or intangible property;

- Either with a view to intimidate the public, create a climate of insecurity or apply pressure on the authorities,
- Or with a view to block traffic and the normal operation of an organisation or business.

In line with the Act of 1 April 2007 on insurance\* against damage caused by terrorism\*, it is the TRIP committee who decides whether an event meets the legal definition of an act of terrorism\*.

#### Search and rescue costs

Search and rescue costs incurred in order to safeguard the life or physical well-being of an insured, where the rescue results from a decision taken by the competent local authorities or official emergency services.

# **11.2** Definitions applying specifically to the standard "Teleconsultation service" cover

# Insurance

The collective insurance policy taken out for the benefit of the beneficiary\* and including assistance coverage including teleconsultation services.

#### Beneficiary

The person who benefits from the insurance.

#### Personal account

The account created by the beneficiary when first connecting to the platform, allowing access to their personal, secure space.

#### Contents

All items including texts, drawings, logos, videos, photographs and graphics posted to the platform\*.

## Beneficiary personal data

The beneficiary's\* personal data, as defined in the legislation relating to the processing of personal data applicable to the activities of INTER PARTNER ASSISTANCE SERVICES. In providing the services, this data may be as follows: the beneficiary's first and last name\*, their telephone number, their email address, their customer or policy number, their identification and access codes, their photographs, voice recordings, connection history to the platform\*.

#### e-Health\*

The public platform created by the law of 21 August 2008 on the introduction of the e-Health platform.

#### e-prescription

A medical prescription issued electronically.

#### Medical team

Doctor(s) and nurse(s) with whom INTER PARTNER ASSISTANCE SERVICES has set up a subcontract arrangement for the purpose of delivering the services.

#### Doctor

The doctor with whom INTER PARTNER ASSISTANCE SERVICES has set up a subcontract arrangement for the purpose of delivering the services.

#### Platform

The platform made available by INTER PARTNER ASSISTANCE SERVICES for the purpose of delivering the services.

#### Services

Telemedicine and teleconsultation services as defined in section 3.

# **11.3.** Definitions applying specifically to the optional "Vehicle assistance in Belgium and abroad" cover

#### Road traffic accident

Any contact between the insured vehicle\* and a third party or mobile or immobile object, making it impossible to continue the trip or planned journey with this vehicle, or causing it to behave dangerously or abnormally while driving (within the meaning of the provisions of the Highway Code) which places the people or the vehicle at risk.

### Accident causing physical injury

An unexpected event, beyond the control of the insured, which results in physical harm or injury, confirmed by an accredited medical authority\*, the cause of which does not originate from within the body.

#### Luggage

Transported in the insured vehicle\*.

The following is not considered luggage: glider, boat, commercial goods, scientific equipment, construction materials, furniture, horses, or cattle.

#### Insured vehicle(s)

An insured vehicle is any new or used vehicle registered in Belgium, such as a motorcycle, moped, motorcycle, speed pedelec, motor car, mixed vehicle, all-terrain vehicle, motor home, minibus, leased car or company car, GVW (gross vehicle weight) not to exceed 3.5 tonnes, not exceeding 8 metres in length and identified in the special conditions by the registration plate.

Caravans and trailers for private use being towed by the vehicle are also insured, with no premium surcharge, provided that the gross vehicle weight does not exceed 3.5 tonnes and the length is a maximum of 8 metres. The towing vehicle and vehicle being towed cannot exceed 7 tonnes combined.

By extension, a replacement vehicle is considered an insured vehicle\* for a maximum of 1 month, provided that this replacement is reported to the insurer\*. The replacement vehicle must belong to a third party registered as living in Belgium. Vehicles belonging to people working at foreign embassies in Belgium as well as NATO and European Union institutions established in Belgium are also included, exceptionally, as covered vehicles, regardless of whether they are registered in Belgium or abroad. These workers must be registered in a Belgian municipality local authority register.

#### Bicycle(s) insured

Any bicycle (mountain bike, bicycle, tricycle, scooter, unicycle, tandem, recumbent bike, electric bike <0.25 kW), where the power assist is gradually reduced and finally cut off once the vehicle reaches a maximum speed of 25 km/h, or sooner if the cyclist stops pedalling.

# D. Definitions applying specifically to the optional "Cancellation Insurance"

#### Accident

Damage to physical well-being, where none of the causes originates from within the insured's body, confirmed by an accredited doctor, and which makes it impossible to continue with the intended travel booking\* on medical grounds.

#### **Travelling companion**

Someone with whom the insured has elected to go on a trip or book a holiday home at the same time, and whose presence is essential for this to happen.

#### **Travel booking**

Any transport, accommodation or holiday home booking whether individual or combined, made by the insured.

#### Departure date

• The date when departing on the trip, as set out in the travel booking.

• The start date of the holiday home booking, taking into account the time needed to reach the holiday destination on the date set out in the travel booking\*.

# Significant material damage to property

Exceptional damage of more than 2,500euros sustained by the insured's property, beyond their control, caused by accident and requiring cancellation of the travel booking\* to safeguard their interests.

# Partner

The insured's civil-law or common-law partner who lives permanently under the same roof as the insured.

# E. Definitions applying specifically to the optional "Luggage insurance+" cover

#### Luggage

Any physical property which you take with you during your trip for your personal use or which you purchase during your trip to bring back with you.

The following are not considered luggage: motor vehicles, trailers, caravans, motor homes, maritime or air vehicles, animals, commercial goods, scientific equipment and research equipment, construction materials, furniture and food.

# High-value items

Jewellery, precious metals, precious stones, pearls, watches, binoculars, photographic, cinematographic and video equipment, equipment designed to record, transmit and reproduce sounds, signals or images, hardware, mobile phones, fur coats, leather garments, and hunting rifles; as well as accessories and spare parts for these objects.

It is considered that these items can be proven to be personal effects.

#### Insurer

Inter Partner Assistance S.A., part of the AXA Group, insurance company authorised by the BNB under reference 0487. Registered office: Boulevard du Régent 7, 1000 Brussels, Belgium – BE 0415.591.055.

Insurance intermediary ING Belgium SA – Bank/credit provider – Avenue Marnix 24, B-1000 Brussels – Commercial Register Brussels – VAT: BE 0403.200.393 – BIC: BBRUBEBB – IBAN: BE45 3109 1560 2789 – www.ing.be – Get in touch via ing.be/contact details – insurance intermediary, registered with the FSMA under reference 0403.200.393. Published by: Sali Salieski – Cours Saint-Michel 60, B-1040 Brussels - 730334E - 11/23

