



**COOPERATION AGREEMENT BETWEEN BRUSSELS AIRLINES AND EUROP ASSISTANCE (BELGIUM) S.A.  
GENERAL CONDITIONS CANCELLATION INSURANCE**

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This contract contains the General Terms and Conditions of the contract concluded between Europ Assistance and the policyholder. It specifies the services that EUROPE ASSISTANCE guarantees to the insured persons.

## I. GUARANTEES

### 1.1 TRAVEL MODIFICATION AND CANCELLATION GUARANTEE

#### A. Guarantee

Europ Assistance undertakes to pay the costs relating the modification and the cancellation of each ticket bought through the booking engine direct sales of BAirlines as a result of the occurrence of one of the risks covered.

#### B. Risks covered

a) Illness, accident, death, urgent organ transplant (as donor or receiver) of:

- the policyholder
- his/her spouse, provided that this person officially resides at the same address as the policy-holder, and of any other member of his/her family who habitually lives under the same roof, as well as relatives and other family members up to and including the second degree;

**The insurer covers** the consequences of a **chronic or pre-existing disease** suffered by the insured if his/her attending doctor declares that he/she was fit to travel at the time of reservation of the ticket and that on the date of departure it emerges that he/she is no longer fit to travel because of a condition requiring medical treatment.

b) The insured cannot, for medical reasons, be given the necessary vaccinations for the planned trip.

c) Complications or problems during the pregnancy of the insured or of a relative up to the second degree, including premature birth at least one month before the planned date of birth.

d) Redundancy, for economic reasons, of the insured and/or of his/her spouse residing at the same address, provided that the redundancy takes place after the start of coverage and after the trip is booked.

e) Cancellation by the employer of the previously approved holidays of the insured and/or of his/her spouse because of the need to replace a colleague (who was supposed to replace the insured during his/her trip) due to illness, accident or death of this colleague and provided that the insured can submit a certificate from the employer as well as a medical certificate or, if need be, a death certificate regarding the person due to replace him/her at work.

f) Compulsory presence of the insured and/or of his/her spouse, residing at the same address, because of a new employment contract signed after the trip was booked, lasting for a period of at least three consecutive months, provided that this period coincides even partially with the duration of the trip.

g) Summoning of the insured and/or of his/her spouse residing at the same address:

- for humanitarian aid or a military mission;
- as a witness or a member of the jury in a court of law;
- because of legal procedures by the authorities in the case of the adoption of a child, provided that the insured was not aware of this when the trip was reserved.

h) An examination which the insured has to re-sit in the period between the departure date and thirty days after the return date and which cannot be postponed. This was not known to the insured when he took out the insurance and when he reserved the trip.

i) Divorce, provided that the legal proceedings were initiated in the courts after the trip was booked. An official document must be produced.

j) Considerable material damage (over EUR 2,500) to the home, second residence or professional premises belonging to or rented by the insured and/or his/her spouse, residing at the same address, which occurred within thirty days before the departure date and was caused by a fire, explosion, water damage or burglary, provided that the expert's evaluation and/or the invoice for the repairs is submitted.

k) Failure to board as stipulated in the travel contract because of total immobilisation on the date of departure of the private vehicle of the insured and/or of his/her spouse, residing at the same address, as a result of a traffic accident on the way to the place of boarding (airport). The guarantee covers the delay caused by mechanical breakdown of the private vehicle on the date of departure, on condition that a written declaration or cost view of an assistance service or a breakdown company can be shown. When the reason causing this immobilisation happened less than one hour before departure, this immobilisation will not be covered by this contract.

m) Refusal by the authorities of the country of destination to issue a visa for the insured, his/her spouse residing at the same address or a relative up to the second degree.

n) Cancellation by a person who is mentioned together with the insured on the travel order form and who is insured under the same contract or covered by another cancellation insurance with Europ Assistance Belgium S.A., with the "Europ Assistance" label, for one of the reasons mentioned.

### **C. Amounts covered**

The insurer reimburses the following costs :

the fare of the ticket , with a maximum of EUR 2500/person/ticket, handed to the policyholder at the time of booking, excluding :

- Part of the fare refunded by the airline company (conditions of ticket)

- All other costs refunded directly by BAirlines.

In case of cancellation the insured amount cannot exceed the fare of the ticket.

#### **D. Policyholder's obligations**

If the policyholder cannot start the trip for one of the reasons covered and wishes to modify his/her travel arrangements, he/she needs to inform BAirlines

Within five days after the official declaration to BAirlines, and before the initial planned departure date the policy-holder must inform Europ Assistance, by using the declaration form (see [www.brusselsairlines.com](http://www.brusselsairlines.com)) . This declaration form must be send to Europ Assistance on following fax : 02.533.77.76 or by email : [claims@europ-assistance.be](mailto:claims@europ-assistance.be).

The policyholder must follow the instructions of the insurer and produce all information and/or documentation (including originals) that are deemed necessary or useful. Finally the policyholder agrees to take all necessary or useful measures to keep the administrative modification costs to a minimum.

## **1.2 TRAVEL COMPENSATION GUARANTEE**

### **A. Scope of the guarantee and risks covered**

In the event of early repatriation for medical reasons or for any other reason stipulated in the contract, organised and reimbursed by Europ Assistance or by any other assistance company, provided that this company gave prior agreement for the repatriation, the insurer guarantees the reimbursement of the holidays not availed of from the moment Europ Assistance or another assistance company received the request for repatriation and up to and including the last day of the originally planned trip.

### **B. Amounts covered**

- The price of the trip or of the rent mentioned in the contract handed over to the policy-holder at the time of reservation is the maximum amount of the compensation.
- In the event of interruption of the trip, the amount paid by the insurer will be calculated in proportion to the number of nights remaining from the moment Europ Assistance or another assistance company received the request for repatriation and agreed to this, up to and including the last day of the originally planned holiday. The guarantee may never exceed the insured amount, with a maximum of EUR 2, 500 per person and per trip, all taxes included, and a maximum of EUR 12,500 all taxes included for all the insured people per trip, regardless of the number of contracts signed with the insurer.
- The insurer undertakes to cover the amount of the holidays not availed of plus a supplement of 10% of the reimbursed amount for the holidays not availed of as coverage for possible supplementary costs (excursions, car rental, etc.) of the holiday.

## **C. Policyholder's obligations**

If the policyholder is the victim of an incident at his/her holiday resort entitling him/her to early repatriation, he/she must submit a request to Europ Assistance or to another assistance company, and this request must be approved by Europ Assistance or by another assistance company.

Within five days following his/her return to Belgium, the policyholder must inform the insurer of the declaration.

The policyholder must follow the instructions of the insurer and produce all information and/or documentation (including originals) that are deemed necessary or useful.

## **II. CONDITIONS OF APPLICATION OF THE CONTRACT**

### **2.1 DEFINITIONS**

#### **A. Policyholder**

The person who buys a ticket through the booking engine of BAirlines is automatically covered, if he subscribes and pays for the annulation insurance.

#### **B. Insured**

All persons who are mentioned by name on the ticket issued by BAirlines, provided that they have an address in one of following countries:

Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Finland, France (except overseas territories), Estonia, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuanie, Luxemburg, Malta, Netherlands, Norway, Poland, Portugal (except islands), Romania, Slovakia, Slovenia, Spain (except Canary Islands), United Kingdom, Sweden, Switzerland

#### **C. Insurer**

Europ Assistance (Belgium) S.A., Company registration number 0457.247.904, recognised under code 1401 to exercise branches 13, 16 and 18 and under n° 47696 as insurance broker, with registered office at boulevard du Triomphe 172 - 1160 Brussels.

#### **D. Residence**

This is the geographical location where the policyholder and/or any other person mentioned in the contract is entered on the population register or on any other comparable administrative register.

#### **E. Airline Company**

Brussels Airlines.

#### **F. Rental agency**

A rental agency is any person who, as a salesman (within the meaning of the law of 14 July 1991 on commercial practice), rents out holiday homes or offers them for rent.

**G. Illness**

Any deterioration of health that occurs suddenly and unexpectedly and that is indisputably determined by a registered doctor, rendering all further execution of the travel contract immediately impossible.

**H. Physical accident**

Undermining of physical integrity caused by a sudden and fortuitous event, unintended by the victim that is indisputably determined by a registered doctor, rendering all further execution of the travel contract immediately impossible.

**I. Redundancy on economic grounds**

This means a reason connected with the situation of the company and therefore not related to the employee as a person. It must be caused by economic difficulty, technological change or the need to restructure the company's activities.

**J. Spouses**

Spouses are both married people living under the same roof and unmarried people residing at the same address and living under the same roof, including legal cohabitation.

**K. Immobilisation**

A collision (impact against a fixed or moving object) causing overturning, swerving off the road or fire involving the insured vehicle, whether or not it was in traffic, with the direct consequence that the vehicle can no longer be driven or that driving it would constitute a danger as defined by the rules of the road.

**L. Relatives up to the second degree**

This includes the father, mother, brother(s), sister(s), brother(s)-in-law, sister(s)-in-law, son(s)-in-law, daughter(s)-in-law, father-in-law, mother-in-law and grandparents.

**M. Repeated relapse**

Symptomatic flaring up of an existing or chronic illness that occurs more than once a year.

**N. Mental illness**

Illness that slightly or severely disturbs the line of thought and/or the behaviour, making the concerned person incapable of coping with the normal everyday demands and routine of life.

**2.2 GEOGRAPHICAL SCOPE**

The guarantees are valid worldwide, regardless of the travel destination.

## **2.3 DURATION**

### **A. Duration and end of the contract**

The contract is established as soon as the policyholder has booked a ticket with BAirlines and subscribed to the annulation option, and is valid till the moment of his return.

### **B. Start of the guarantee**

The contract starts on the date of reservation and payment of the ticket BAirlines and the annulation option, and finishes at the date of return.

## **2.4 SEVERAL INSURANCE POLICIES WITH THE INSURER**

If the policyholder concludes several policies covering the same risks, the conditions of the policy with the highest guarantees apply. In the case of a cancellation, the guarantee can never be higher than the insured amount, regardless of the number of contracts the policyholder has concluded for that risk.

## **2.5 POLICIES PREVIOUSLY TAKEN OUT**

When the same interest has been insured by different insurers for the same risk, the insured can, in the event of losses, claim an indemnity payment from each insurer within the limits of each one's obligations and for the amount that he/she is entitled to. In that case, the insurer cannot invoke the existence of other contracts covering the same risks to refuse his guarantee, except in the case of fraud.

The claim settlement will be made pursuant to Article 45.2 of the Law of 25 June 1992 on terrestrial insurance contracts.

## **2.6 INSURER'S RIGHT OF SCRUTINY**

The insured recognises the right of the insurer to verify all declarations by the insured and/or all documents submitted by the insured.

## **III. LEGAL FRAMEWORK**

### **3.1 SUBROGATION**

The insurer may enter into the rights and actions of the insured against third parties up to the amount of the claims paid and in accordance with Article 41 of the Law of 25 June 1992 on terrestrial insurance contracts. The insurer can demand that the insured reimburse the claims paid for losses suffered if this prevents the insurer from entering into the rights and claims of the insured.

### **3.2 TIME LIMIT**

Each claim arising from the contract has a time limit of three years from the date of the event that initiated the claim.

### **3.3 JURISDICTION**

All disputes arising from the insurance contract are subject to Belgian law and shall be exclusively settled by the Belgian courts.

### **3.4 CONTRACT LAW**

This contract is governed by the Law of 25 June 1992 on terrestrial insurance contracts.

#### **Insurance Ombudsman:**

All complaints about the contract can be addressed to the Insurance Ombudsman, square de Meeus 35, 1000 Brussels, fax: 02/547.59.75, e-mail: ombudsman@assuralia.be, without prejudice to the possibility for the policy-holder to take legal action.

### **3.5 PROTECTION OF PRIVACY**

Any person whose personal data are collected or recorded in one or more of the insurer's databases is informed of the following points pursuant to the Law of 8 December 1992 on the protection of privacy:

- The administrator of the files is Europ Assistance, located in 1160 Brussels, boulevard du Triomphe 172.
- The purpose of these files is the identification of the policy-holder, the insured and the beneficiaries, the administration of the contracts and the optimisation of existing customer relations.
- Any person establishing his identity can be informed of the data in the file concerning him/her. He/she is entitled to obtain rectification or elimination of any data of a personal nature which, given the purpose of the processing, may be incomplete or irrelevant.
- To exercise this right, this person should address a dated and signed request to Europ Assistance's customer service department. He/she is also entitled to consult the public register of automatic processing of personal data held by the Commission for the Protection of Private Life.
- In case of fraudulent use or misuse of the services of the insurer, the insurer reserves the right to report the contents of the files to the Datassur Division of Economic Interest, Square de Meeus 29, 1000 Brussels.

### **3.6 CONSENT CLAUSE**

The policy-holder, acting on his/her own behalf or on behalf of the insured, authorises the insurer to process medical or sensitive data about himself and the insured to the extent that this is necessary for the following purposes: assurance management, cost management, and settlement and management of possible disputes.

### **3.7 FRAUD**

All fraudulent action by the insured in drafting the declaration or filling out the questionnaires will result in the loss of all his/her rights with respect to the insurer. Each document must therefore be filled out completely and accurately.

The insurer reserves the right to take legal action in the competent courts against any insured person who commits such fraud.

#### IV. EXCLUSIONS

The following are always excluded: damage, illnesses, accidents or death caused by:

- events that occur as a result of negligence or that are caused deliberately by the insured;
- pre-existing illnesses in a terminal or advanced state;
- a state of alcohol intoxication (higher than 0.5 grammes/litre) or of being under the influence of drugs, narcotics, sedatives or medication that has not been prescribed by a registered physician;
- an accident caused by a driver under the influence of alcohol, drugs or narcotics, where the person requesting the intervention of the insurer is a passenger or companion;
- depression, mental illness or neurosis, except when these occur for the first time;
- termination of pregnancy;
- an earthquake, a volcanic eruption, a tidal wave, a flood or any other natural disaster;
- a terrorist attack, a war, an uprising, an insurrection, a strike or any other event that entails a hazardous situation;
- an incident or accident during a motorcycle race (competition, rally, long distance drive) when the insured participates as a participant or as an assistant to a participant;
- thermal, mechanical, radioactive and other effects resulting from the alteration in atomic parts or radiation of radioisotopes;
- the financial insolvency of the insured;
- delays caused by recurring and predictable traffic problems;
- each reason that gives cause for cancellation, modification or reimbursement of the trip which was known at the time when the insurance contract was signed;
- events that occur outside the dates of validity of the contract;
- anything that is not explicitly and formally stipulated in this contract.

The exclusions are applicable both for the insured and for the persons whose medical condition is the basis of the requested intervention.

EUROP ASSISTANCE BELGIUM SA/NV Boulevard du Triomphe / Triomflaan 172 - 1160 Bruxelles / Brussel / Brussels - [www.europ-assistance.be](http://www.europ-assistance.be)

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