



ace europe

## Brussels Airlines - Luggage Insurance

### General Conditions

#### Art. 1 - GENERAL DEFINITIONS

For the purpose of this contract, the following definitions shall apply:

- a) COMPANY: ACE European Group Ltd, insurance company authorized under code number CBFA 2312.
- b) POLICYHOLDER: any physical or legal person who underwrites this insurance linked to the purchase of a Brussels Airlines air-ticket.
- c) INSURED: any physical person whose name is mentioned in the Brussels Airlines air-ticket and for whom the related premium(s) has been paid to the Company on condition he is a permanent resident in one of following countries: Schengen area, Switzerland or United Kingdom.
- d) TRIP: travel by the Insured departing from all locations indicated in the Brussels Airlines website to a destination in another country. Cover is granted from the time the Insured leaves his home or place of work and ceases when the Insured returns to one of these places.

#### Art. 2 - EFFECTIVE DATE AND DURATION OF THE INSURANCE

The contract is concluded for the duration beginning at the starting date indicated on the air-ticket until the date of return with a minimal duration equal to the whole duration of the voyage.

Benefits are limited to a maximum of 120 continuous days abroad.

Coverage will not be tacitly renewed due to its specific nature.

Benefits 4.1 and 4.2 are granted if the related premiums have been paid to the Company.

Benefit 4.3 is granted if the related premium has been paid to the Company and if the related premiums to benefits 4.1 and 4.2 are paid to the Company.

#### Art. 3 - GEOGRAPHICAL LIMITS

The insurance granted by present contract is valid throughout the world.

#### Art. 4 - BENEFITS

##### 4.1 FLIGHT LUGGAGE DELAY

If the Insured's accompanied checked-in luggage is not delivered to him or her within 12 hours of the Insured's arrival time at the scheduled destination point of his or her flight on

another territory than the country of his/her permanent residence, the Company will indemnify the Insured for charges incurred at such scheduled destination in respect of the emergency purchase prior to the return of such luggage, of essential clothing and requisites up to EUR 250,00.

##### 4.2 FLIGHT LUGGAGE COVER (included in travel assistance)

If the Insured's accompanied checked-in luggage is deteriorated or stolen or not delivered to him or her within 48 hours of the Insured's arrival at the scheduled destination point of his or flight on another territory than the country of his/her permanent residence, such luggage will be assumed to be permanently lost.

The purpose of this insurance policy is to cover the Insured, up to EUR 1.250,00 against damage incurred during a flight resulting from the loss, theft or deterioration of all or part of the concerned luggage.

It is furthermore stipulated that the limit of compensation per family will under no circumstances exceed twice the above mentioned amounts.

##### Exclusions

This insurance does not cover any loss or expense caused by or resulting from:

1. declared or undeclared war or any act hereof;
2. confiscation or requisition by Customs or other government authority;
3. any illegal act by or on behalf of the Insured;
4. default of reasonable measures to save or find the lost luggage;
5. default of notification to the concerned air lines authorities of the absence of the luggage at the scheduled destination;
6. default of obtaining and handing-over to the Company the "Property Irregularity Report"

##### Reporting of claims

The hereunder information and documents have to be provided to the Company within a period of 3 weeks:

1. the original of any document justifying the incurred expenses and for which a refund is

claimed.

2. the entirely filled-in claim form with all relevant requested documents;
3. The "Property Irregularity Report".

#### **4.3 FLIGHT AND SOJOURN LUGGAGE COVER (in option to travel assistance)**

##### **Purpose**

The purpose of this insurance policy is to cover the Insured, up to EUR 1.250,00 against damage incurred during a trip resulting from the theft or deterioration of all or part of the luggage.

##### **Definition**

All items, property of the Insured taken with him on a trip for his personal use, including:

- a. wearing clothing or goods;
- b. special or precious objects, such as jewels, watches, furs, binoculars, photographic material, video camera, GSM, portable computer, etc up to the amount of maximum EUR 500,00 for the total of special or precious objects;
- c. the sport equipment. When this equipment is formed by a same set, each separate object is insured for a maximum amount equal to the total value of the equipment divided by the number of objects;
- d. the material of camp-site, limited to the tent and the accessories of camp-site.

Each separate object is insured up to a maximum of 25% of the total insured amount.

##### **Insured amount**

EUR 1.250,00 at first risk per insured for the combined formulas.

##### **Benefits**

- a. the Company covers luggage against total or partial deterioration, the theft as well as the non-delivery of the luggage entrusted to a transport company.
- b. the luggage transported by a private vehicle, caravan or mobilhome, used by the Insured are only insured against total or partial deterioration resulting from a

traffic accident, fire or theft with visible traces of effraction and made between 6.00 H and 22.00 H provided that they are in the trunk and non visible, separated from the passenger compartment of a vehicle duly closed and locked. If the type of vehicle does not make it possible and the luggage is visible, the guarantee is not acquired.

c. the luggage under the surveillance of the insured as well as the objects or worn clothing are only insured against partial or total deterioration, resulting from a bodily injury, fire, an explosion, action of the forces of nature and against the theft made with physical violence on the person.

d. the luggage being in the hotel room or the housing of holidays are assured only against partial or total deterioration resulting from fire, explosion or the damage of water and against the theft with visible traces of effraction.

e. the material of camp-site, installed on a regulated campsite, is insured against total or partial deterioration resulting from fire, flood, the lightning, storm or the action of other forces of the nature or of an attempted theft.

f. In addition to the insured amount, the Company covers up to a maximum amount of EUR 250, the breaking of skis, pertaining to the insured, at the time of the practice of the winter sports.

##### **Exclusions**

a - art objects, antiques, carpets, pieces of furniture, musical instruments, material film, non-portable video and/or audio, goods, samples and professional materials;

- prosthesis, contact lenses and glasses;  
- documents, currencies or papers of value, collections;

- all kinds of weapons as well as the ammunition.

b Partial or total deterioration of the luggage caused:

- by the bad weather, vermin, inherent vice, the fair wear and tear, the insufficiency of packing, electrical, mechanical or electronic disturbances or by a process of repair, cleaning or restoration;

- by the flow of containers, the blows, the claws, the glares of enamel and fragile breakings of objects, except in the

event of traffic accident.

c. Partial or total deterioration, as well as the theft of:

- material of sport (except skis), motor cycles, bicycles, baby carriage, wheelchairs or similar at the time of their employment;

- luggage transported by a two-wheeled vehicle, or a vehicle convertible or opened or outside the vehicle, except in the event of traffic accident;

d. The theft of special or precious objects in a private vehicle or any other means of transport, tent or caravan.

e. The theft of any luggage in a vehicle between 22.00 H and 6.00 H.

f. The omission and the loss (except for the identity papers). Theft of luggage left without surveillance and the damage which they undergo in this circumstance.

g. Confiscation, the detention or seizure of luggage by the Authorities.

h. The loss of possession and other consequential damages.

i. Expenses of replacement of the locks and keys.

j. The exclusions provided with the common provisions.

### Calculation of the compensation

a. The Company refunds within the limit of the insured amount and with a maximum per object of 25% of the insured amount, the cost price of the damaged luggage, stolen or not delivered taking into account of their depreciation following the decrepitude or depreciation, fixed contractually at 10% per started year starting from the date of the invoice of the objects in question.

b. For the benefit "Breaking of skis", the intervention of the Company will in no circumstances not exceed the maximum of EUR 250,00 whatever the number of contracts "Luggage" subscribed by the Insured with the Company.

c. In the event of partial or total disappearance and in the absence of sufficient justification, the Company reserves the right to calculate the amount of the allowance in proportion of the weight missing compared to the total weight of the insured luggage.

d. If the amount of refunding cannot be fixed with an amicable agreement, it will be estimated

by two experts chosen by the contracting parts, and possibly by a third expert, designated by the two first, to decide between them. Their decision will bind the two parts.

### Obligations of the insured

The Insured will conform to the following obligations:

a. to take all useful and necessary measures to protect the luggage;

b. if the luggage are in a motor vehicle, to close with key the doors as well as the trunk and to entirely lock the windows and the sliding roof;

c. to deposit the special or precious objects and the jewels that the Insured not take with him, in a safe of the hotel or of the holiday residence;

d. in case of claim:

1. in the event of theft: immediately ask the local Authorities to draw up a report at the place of the theft and ask to assess the trace of effraction;

2. in the event of partial or total deterioration, destruction or not delivery by a transport company: to

register a complaint against the conveyor within the legal time, to make establish a contradictory report and to provide a certificate of final loss delivered by the conveyor;

3. the documents of transport as well as the labels of luggage must be preserved;

4. in the event of partial or total damage following a traffic accident: have immediately a report drawn up the local Authorities of the place of the accident;

5. to The Company reserves the right to claim redress in order to recover its expenses for processing costs and its expenses from responsible third;

6. in all cases inform the Company in the 48 hours after the return in Belgium or in the residence (except in the event of cause beyond control), to conform to the instructions and to forward to him all the information and/or documents which it considers necessary or useful;

7. to prove the exactitude of the damage in quantity but also in quality and to provide the evidence of purchase for the special or precious objects.

**Art. 5 - TERM OF LIMITATION**

The term of limitation for any legal claim arising out of this contract is three years.

As regards any legal claim by the beneficiary, this period starts from the date on which the beneficiary has taken cognizance of the existence of the agreement, of his capacity as beneficiary and of the

incident that causes the insurance services to be exigible.

The right to redress of the Company against the Insured expires after a period of three years starting from the date of the payment by the Company, subject to any deceit.

**Art. 6 - LOSS OF RIGHT TO COMPENSATION**

The Insured and the beneficiary forfeit all rights arising out of the policy and the Company will be able to claim the refund of all amounts due:

- in the event that, following an claim, the Policyholder, the Insured or the beneficiary have deliberately supplied false, incomplete or forged information or have falsified any other documents or attestations following an accident.

In the event of loss of rights for any reason whatsoever, the premiums that have fallen due shall be payable to the Company.

In the event that there are several beneficiaries, only those beneficiaries who following an accident or a sickness have not committed any of the infringements mentioned in the first paragraph of this article will continue to enjoy the rights arising out of this policy.

**Art. 7 - USE OF LANGUAGE**

In the places where, for this insurance, the conditions or an extract thereof are communicated in another language than the English, the conditions in the English language take precedence.

**Art. 8 - JURISDICTION**

This policy is subject to Belgian law. All disputes shall fall under the exclusive jurisdiction of the Belgian courts.

**COMPANY**

**ACE European Group Limited**

**Nervierslaan 9- 31, 1040 Brussel.**

**Ondernemingnummer: 867.068.548**

**Hoofdkantoor: 100 leadenhall Steet, London**

**EC3A 3BP, UK. Company Number: 1112892.**

**Onderneming voor de volgende**

**verzekeringsverrichtingen:**

**01a, 02, 03, 04, 05, 06, 07, 08, 09, 10a, 10b, 11, 12, 13, 14, 15, 16, 17, 18.**

**B.S. 13-09-2004. CBFA code 2312**

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