



Schengen

# General Conditions

AXA Schengen « *Low Cost* »



OCTOBER 2020

## 1. DEFINITIONS

### 1.1. Physical accident

An unexpected event beyond the control of the insured party causing a physical injury confirmed by a competent medical authority, of which one of the causes is outside the victim's body.

### 1.2. Insured party

The person mentioned in the special conditions of the policy.

### 1.3. Competent medical authority

A medical practitioner recognised by Belgian law or by the law in force in the country concerned.

### 1.4. AXA ASSISTANCE

Inter Partner Assistance SA, insurance company with head office in Belgium at B-1050 Brussels, Avenue Louise, 166-B1, assistance company authorised under no. 0487, B.C.E. 0415.591.055 on the Brussels company registry, named below "AXA ASSISTANCE". Inter Partner Assistance is a wholly-owned subsidiary of the AXA Assistance Group and is part of the AXA Group.

### 1.5. Policy

The insurance policy is comprised of the present General Conditions and the Special Conditions.

### 1.6. Excess

The lump sum to be paid by the insured party when a claim is accepted by the company.

### 1.7. Medical incident

The illness or physical accident suffered by an insured party requiring **emergency** medical care and/or **emergency** hospital care.

### 1.8. Illness

Any involuntary health problem that can be detected medically.

### 1.9. Country of residence

This is the country of residence of the Insured and the Policyholder. The country of residence is the main and usual place of residence of the Insured or the Policyholder. The country of residence of the Insured and the Policyholder are mentioned in the Special conditions. The countries of residence not included in the drop-down menu "Country of residence" of the purchase module on the axa-schengen.com site are excluded from subscription.

### 1.10. Policyholder

The natural or legal person who has concluded the assistance contract.

### 1.11. Repatriation or repatriation for health reasons

The transportation of a sick or injured insured party to a health centre accompanied by medical staff (doctor and/or nurse). Repatriation is only envisaged in case of a medical emergency where appropriate treatment cannot be given locally.

### 1.12. Assistance service

A service that organises the services described in the present Conditions and pays for them within the limits described therein.

## 2. SUBJECT, EXTENT AND DEPLOYMENT OF THE ASSISTANCE

### 2.1. Subject

AXA ASSISTANCE guarantees – up to the amounts indicated in the present General Conditions, including tax – an assistance service when the insured party is the victim of the events defined in the present Conditions and, more generally, help in the situations described by the present Conditions.

### 2.2. Territorial coverage

The assistance service is provided in all the countries of the Schengen area at the time of the insured event, including Liechtenstein, San Marino, the Principalities of Andorra and Monaco and Vatican City. In all cases, the present insurance does not cover the country of residence.

### 2.3. Procedure to be followed in case of a medical incident

**Contact the call centre as soon as the situation seems likely to involve expenses that come within the scope of the insurance cover described hereafter.** The call centre can be contacted 24 hours a day, 7 days a week at the telephone number mentioned in the Special Conditions.

The following information must be given to the call centre:

- The number of your policy, which begins with “SCH”
- The address and telephone number at which you can be reached and the details of the people that can be contacted locally
- The dossier number, which is communicated at the time of the first call.

For a request for reimbursement of the costs paid in advance after the agreement of AXA ASSISTANCE, the insured party must submit all the probatory documents confirming that the request was justified.

## 3. CONDITIONS FOR PROVIDING THE ASSISTANCE SERVICE

- A. AXA ASSISTANCE will do everything to assist the insured party during the defined events, whether private or professional. These events will be covered throughout the lifetime of the contract, within the limits of the territory covered by the contract and the amounts guaranteed, including tax.
- B. The most appropriate means of transport will be chosen by AXA ASSISTANCE; if the distance to be covered is less than 1,000 Km, the priority transport will be by train (1<sup>st</sup> class); if the distance to be covered is greater than 1,000 Km, the priority transport will be by air (economy class), unless stated otherwise in the contract.
- C. Any services refused by the insured party or organised without the agreement of AXA ASSISTANCE will not subsequently give entitlement to reimbursement or indemnity. It is imperative that AXA ASSISTANCE be informed immediately when an event occurs and, as the case may be, that a certificate from the local authorities or assistance organisation be sent thereto.
- D. The cover is limited to the insured period of time indicated in the Special Conditions. In all cases, the cover is limited to journeys undertaken within a maximum period of 6 consecutive calendar months.

## 4. PERSONAL ASSISTANCE IN THE SCHENGEN AREA FOLLOWING A MEDICAL INCIDENT

### 4.1. Medical assistance

In the case of a medical incident, the medical team of AXA ASSISTANCE will, after the first call from the insured party, contact the local attending physician in order to intervene under the conditions most appropriate to the condition of the insured party.

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

### 4.2. Payment of medical expenses

In the case of a medical incident, AXA ASSISTANCE will pay for the following medical expenses:

- Medical and surgical fees;
- The medications prescribed by a local doctor or surgeon;
- The cost of urgent dental care, up to a maximum of €150 per insured party;
- The cost of hospitalisation if the doctors of AXA ASSISTANCE consider that the insured party cannot be transported;
- The costs of transport ordered by a doctor for a local journey.

Cover for these items will be in addition to the reimbursements and/or payments obtained by the insured party or his/her rightful claimants from third-party payers and/or any other provident or social security organisation to which he/she is affiliated.

### 4.3. Repatriation following a medical incident

#### 4.3.1. Repatriation or transportation

If the insured party is hospitalised following a medical incident and the medical team of AXA ASSISTANCE considers it necessary to transport him/her to a medical centre that is better equipped, more specialised or closer to his/her country of residence, AXA ASSISTANCE will organise and pay for the repatriation or transportation of the insured party who is ill or injured, under medical supervision if necessary, and according to the seriousness of the case by the following means:

- Rail (1<sup>st</sup> class);
- Ambulance;
- Regular airline, economy class with special equipment if necessary;
- Medically-equipped aircraft.

If the condition of the insured party does not require hospitalisation, he/she will be transported to his/her country of residence.

The decision on the method of transport and the resources to be deployed will be taken by the doctor of AXA ASSISTANCE, based solely on technical and medical imperatives. It is imperative that the doctor from AXA ASSISTANCE sign his agreement before any transportation takes place.

#### 4.3.2. Repatriation of baggage

In the event of an insured's repatriation, AXA ASSISTANCE will organise and pay for the costs of transport for baggage to the insured's place of residence

### 4.4. Assistance in case of death

If the family opts for burial or cremation in the country of residence, AXA ASSISTANCE will organise the repatriation of the mortal remains and pay for the following:

- the costs funerary arrangements;
- the costs of placing the body in the bier locally;
- the costs of a coffin, up to a maximum of 750 EUR;
- the costs of transporting the mortal remains from the place of decease to the place of burial or cremation.

The costs of a ceremony and burial or cremation will not be covered by AXA ASSISTANCE. In the case of burial or cremation in the country where the insured party died, AXA ASSISTANCE will pay for the same items mentioned above.

#### **4.4.1. Assistance with formalities**

AXA ASSISTANCE will assist the insured with the following procedures:

- -contacting undertakers
- -providing information on necessary procedures, in particular with respect to local authorities.

#### **4.4.2. Repatriation of Baggage**

In the event of an insured's repatriation, AXA ASSISTANCE will organise and pay for the costs of transport for baggage to the insured's place of residence

## **5. INTERVENTION CEILING**

### **5.1. Intervention ceiling for medical expenses and repatriation**

AXA ASSISTANCE undertakes to pay a maximum of €30,000 per insured party in the Schengen area Lichtenstein, San Marino, the Principalities of Andorra and Monaco and Vatican City and up its equivalent in Swiss Francs, US Dollars or Pounds Sterling (at the effective exchange rate on the date of occurrence of the incident) for medical incidents that occur and are treated in Switzerland or involving an insured whose country of residence is the United States of America or the United Kingdom, after exhaustion of the subsidies guaranteed by any third-party payer and on presentation of the probatory documents.

### **5.2. Excess**

When the insured party is reimbursed, any bank transfer outside the European Union will be subject to a charge of €20.

## **6. EXCLUSIONS**

The following are not covered:

- a) Expenses for which AXA ASSISTANCE has not given its agreement;
- b) Expenses already known before the start of the journey;
- c) Pre-existing and diagnosed condition with a risk of getting worse;
- d) Relapse or deterioration of an illness or pathological condition existing before the journey;
- e) Medical costs associated with the planned diagnostics and/or planned medical treatment, as well as their consequences
- f) Health cures, sojourns in a convalescent establishment and convalescent, rehabilitation and physiotherapy care;
- g) Periodical examinations for monitoring or observation purposes, as well as the costs of spectacles, contact lenses, medical devices and the purchase or repair of prostheses;
- h) Medical check-ups, the costs of contraception;
- i) Preventive medicine, vaccines and vaccinations;
- j) Optional or non-urgent care, even if given following an urgent situation;
- k) Beauty treatments, dietary treatments and any costs of diagnosis or treatment not officially recognised (homeopathy, acupuncture, etc.);
- l) Benign diseases or lesions that do not prevent the insured party from pursuing his/her journey;
- m) The diagnosis, monitoring and treatment of pregnancy, except for the existence of a distinct complication that could not be foreseen before 28 weeks;
- n) Childbirth and voluntary pregnancy terminations;

- o) Depression and/or mental illness, unless it appears for the first time;
- p) Repatriation for an organ transplant;
- q) An illness or accident that is the consequence of taking alcohol, drugs, narcotics or abusive consumption of medications or any other substance not prescribed by a doctor that changes a person's behaviour;
- r) Conditions resulting from an intentional act, suicide or suicide attempt;
- s) Conditions provoked by a reckless act, a wager or a challenge on the part of the insured party;
- t) An illness or accident occurring as the result of an illegal or unauthorised activity (crimes, brawls – except for self-defence);
- u) Competitive sports practised at professional level;
- v) Accidents occurring during a motor race in which the insured party takes part as a competitor or as an assistance to a competitor;
- w) Conditions resulting from a nuclear accident as defined by the Paris Convention of 29 July 1960 or from radiation from radio-isotopes;
- x) The services that AXA ASSISTANCE cannot provide due to force majeure;
- y) Terrorist attacks, insurrections, civil unrest, civil war and all the consequences of the exclusions mentioned above.

## 7. LEGAL FRAMEWORK

### 7.1. Commencement date of the contract

The contract will take effect and the cover will be granted after we have received the allowance amount, and at the earliest, the day after the subscription date, as long as the destination of the policyholder is not their country of residence and they are not a resident of a country that is not on the subscription countries list of the website. The contract must be bought before leaving the country of residence.

Unless there are exceptional circumstances, as described in point 7.3, the contract cannot be renewed without the policyholder exiting the SCHENGEN area or the other countries mentioned in the chapter "Territorial coverage".

### 7.2. Duration of the contract

The contract is concluded for the period indicated in the Special Conditions.

### 7.3. Exceptional contract renewal

When the policyholder faces material impossibility to go back to their country of residence when the insurance contract expires, the policyholder will be able, exceptionally, to renew their insurance contract as long as these conditions are met:

- You will have to send us proof that it is impossible for you to return to your country of residence, by any means, because of exceptional and unexpected circumstances. A flight return cancelation will not be considered a legitimate proof of this impossibility if another flight company offers an alternative flight to your country of residence before or on the day your contract expires.
- The renewal can be made only for a maximum duration of six months in total.
- The renewal has to be requested before the expiration date of the original policy.
- No refund can be requested on the extended contract.

If the contract has been extended, the policyholder still has to exit the SCHENGEN area or the other countries mentioned in the chapter "Territorial coverage" as soon as they can or when it is no longer impossible for them to go back to their country of residence.

#### 7.4. Premium payment

The premium indicated when the policy is purchased includes taxes and contributions. It is payable in cash when the policy is taken out.

If the insured party can provide official proof that he/she was refused his/her visa, AXA ASSISTANCE agrees to reimburse the cost of the insurance policy. However, such reimbursement will exclude the transaction costs and any money transfer or currency exchange costs.

#### 7.5. Obligations of the insured party

##### A. Premium payment

The insured party undertakes to pay the premium, or have it paid by a third party, by means of a legitimate form of payment.

##### B. Declaring a claim

1. The insured party undertakes to inform AXA ASSISTANCE of any claim as soon as possible.
2. The insured party undertakes to provide, without delay, any useful information and to answer the questions put to him/her to determine the circumstances and assess the extent of the claim. In order that the assistance can be organised as well as possible and in particular to arrange the most appropriate means of transport (plane, train, etc.), the insured party must make sure to contact AXA ASSISTANCE before any intervention and not to incur any assistance expenses without the latter's agreement.

##### C. Obligations of the insured party in the case of a claim

1. The insured party must take all reasonable measures to prevent and lessen the consequences of the claim.
2. The insured party undertakes to do the following within a maximum period of one month after the intervention of AXA ASSISTANCE:
  - Submit the documents justifying the expenses incurred for which AXA ASSISTANCE has given its agreement;
  - Provide proof of the facts giving entitlement to the payments guaranteed;
  - Return any travel tickets not used for which AXA ASSISTANCE has paid;
  - Immediately take any steps necessary with regard to the Social Security and/or provident organisations covering the same expenses to obtain their recovery.

##### D. Penalties

1. If the insured party fails to fulfill any of the obligations listed above and AXA ASSISTANCE suffers a prejudice as a result, the latter will have the right to claim a reduction in its payment equal to the value of that prejudice.
2. AXA ASSISTANCE may decline its insurance cover if the insured party fraudulently fails to fulfill any of the obligations listed above.

#### 7.6. International sanctions

The Insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## 7.7. Subrogation and plurality of insurance cover

### 7.7.1. Responsible third party

AXA ASSISTANCE, after providing assistance or paying indemnities, is subrogated up to the amount thereof in the rights and lawsuits of the insured party against the third parties responsible for the damage.

If, because of the insured party, that subrogation can no longer produce its effects in favour of AXA ASSISTANCE, the latter may reclaim restitution from the insured party of the indemnity paid, up to the extent of the prejudice suffered.

Except in the case of criminal intent, AXA ASSISTANCE shall have no recourse against the descendants, the ancestors, the spouse or relations directly related to the insured party, nor against any persons living in the latter's home, his/her guests or members of his domestic staff. However, AXA ASSISTANCE may take recourse against those persons to the extent that their responsibility is effectively guaranteed by an insurance contract.

### 7.7.2. Plurality of insurance cover

AXA ASSISTANCE will only intervene after the cover granted by other provident, organisations or Social Security services to which the insured party is entitled has been exhausted. If those organisations provide between them for a method of covering the cost of the claim different from the one mentioned above, AXA ASSISTANCE shall opt for the distribution key provided Art. 99 of the law of 4 April 2014.

AXA ASSISTANCE, after providing assistance or paying indemnities, is subrogated up to the amount thereof in the rights and lawsuits of the insurers against the third parties responsible for the damage.

## 7.8. Correspondence

Communications or notifications destined for the insured party shall be validly sent to the electronic address (e-mail) that the latter has indicated in the contract or which he notifies subsequently to AXA ASSISTANCE.

Communications or notifications from the insured party shall be validly sent to AXA ASSISTANCE, avenue Louise, 166 bte 1, B-1050 Brussels, BELGIUM.

## 7.9. Protection of personal information

Personal information relating to be client which is sent to the insurer in the context of this policy is treated for the purposes of insurance management, client management, protection against fraud and management of disputes by:

- -Inter Partner Assistance SA., Avenue Louise 166/1 at 1050 Brussels
- AXA Business Services Private Limited, Residency Road 16/2, 560025 Bangalore India.

This private information may be sent to any other company in the AXA group of companies for the purpose of central management of the client base, and overall view of clients and the supply of their services. For the latter reasons, this private information may also be sent to companies whose intervention is necessary in the execution of this insurance policy established in a country which is a member of the European Union.

In the event of transfer of personal information as provided for above, the protection of personal information is ensured by appropriate contractual provisions with the third party company concerned.

Personal information relating to a client is, in particular, information relating to identity, residence, personal status and in the event of medical assistance, information relating to health.



Personal information that is provided to Inter Partner Assistance by provision or sending to Inter Partner Assistance - by the client, their possible representative or a third party- of a completed form or document, an order or application, whatever the medium used may be (for example by letter, fax, e-mail etc) or by any other means, is treated in compliance with the law dated 8th December 1992 relating to the protection of private life with respect to the treatment of private information and its implementing measures.

The categories of persons having access to personal information are members of the Inter Partner Assistance staff, the members of the staff of AXA Business Services and as appropriate other companies in the AXA Group or companies whose intervention is necessary in the execution of this insurance policy established in member countries of the European Union.

Any person may access information relating to them which is treated by Into Partner Assistance, AXA Business Services and/or any other company in the AXA Group and where appropriate, ask for correction of incorrect information and the deletion of information that has been unlawfully treated. To this end, the insured may send a written request by letter or e-mail address to AXA Assistance – Customer Care, Avenue Louise 166/1, 1050 Brussels, customer.care.bnl@axa-assistance.com.

A public register of automatic treatment of personal information is held by the Commission for the protection of private life (Rue de la Presse 35, 1000, Brussels). If the insured wishes additional information relating to the methods of treatment of information by Inter Partner Assistance they may consult this register.

There is no legal provision that requires questions asked by Inter Partner Assistance or any other company in the AXA group to be replied to. The fact of not replying to questions might have the consequence, as the case may be, of the impossibility or the refusal by Inter Partner Assistance or any other company in the AXA group to enter into (pre) contractual relations with the client, to carry on such a relationship, or to execute a transaction requested by the client or by a third party for the client

#### **7.10. Jurisdiction**

Any dispute arising between the parties shall come under the exclusive jurisdiction of the Courts of Brussels (Belgium). In this respect, only the General Conditions written in French shall be applicable.

#### **7.11. Contract law**

The present contract is governed by Belgian law, including that of 4 April 2014.

#### **7.12. Client satisfaction**

In the event of complaint relating to the assistance services, the Policyholder may apply to the AXA Assistance Customer Care department:

- By e-mail: customer.care.bnl@axa-assistance.com
- By Post: Customer Care  
AXA Assistance  
Avenue Louise, 166 Bus 1  
B-1050 Brussels  
Belgium

The complaint will be examined as quickly as possible by the the AXA Assistance Customer Care department and processed within a reasonable time limit.

The Policyholder may also contact the Insurance Ombudsman, Ombudsman des Assurances, Square de Meeûs, 35, B-1000 Brussels, Belgium (info@ombudsman.as), without prejudice to the right that the Policyholder has to legal process.