General Terms and Conditions
Temporary contract
The insurance policy
The insurance policy is an agreement which is entered into in joint consultation between the policyholder and the insurance company. It consists of two inseparable parts, namely:

The general terms and conditions 40001E/072014
These consist mainly of:
• a description of the incidents covered by the company;
• all statutory rules relating to the insurance, both for the company and the insured.
The general terms and conditions are identical for all insured parties.

The special terms and conditions
These describe:
• the identification details of the policyholder and insured parties;
• his/her statements;
• his/her chosen cover;
• the premium to be paid.
Although the special terms and conditions refer to the general terms and conditions, they may derogate therefrom in order to adapt the policy to the policyholder's personal situation.
DEFINITIONS

**Insurer**
Inter Partner Assistance SA/nv, insurance company authorised under code number 0487. Registered office: Avenue Louise 166, PB 1, B-1050 Brussels – Brussels Register of Companies – VAT BE 0415.591.055.

**Insurance intermediary**
ING Belgium SA/nv, insurance agent registered with the FSMA under code number 12381A. Registered office: Avenue Marnix 24, B-1000 Brussels – Brussels Register of Companies – VAT BE 0403.200.393.
Tel. +32 2 547 21 11 – info@ing.be – www.ing.be – BIC: BBRUBEBB – IBAN: BE45 3109 1560 2789.

**Policyholder**
The private individual who takes out the ING Lion Travel Stop policy.

**Insured parties**
The insured parties are the people mentioned in the special terms and conditions of the contract.

All insured parties must be domiciled or usually resident (i.e. at least 180 days a year) in Belgium.

**Accident**
An impairment to physical integrity of which one of the causes is external to the insured's body, as determined by a registered physician, that makes the performance of the travel contract which has been concluded impossible from a medical perspective.

**Competent medical authority**
Medical practitioners who are recognised by Belgian legislation or the prevailing legislation in the country concerned.

**Travel contract**
Any reservation for transport to, a stay in or rental of holiday accommodation, whether or not reserved or booked together, by the insured.

**Departure date**
- The departure date of the trip mentioned in the travel contract.
- The commencement date for the rental of the holiday accommodation, taking into account the duration of the trip to reach the holiday resort directly on the date provided for in the travel contract.

**Travelling companion**
The person who has signed up at the same time as the insured to take the planned trip or to rent the specified holiday accommodation and whose presence is necessary for the smooth progress of the planned trip or specified holiday.

**Partner**
The person with whom the insured forms a de facto or legal partnership and who lives with him/her permanently at the same place of residence.

**Illness**
An impairment to health, determined by a registered physician, that makes the performance of the travel contract which has been concluded impossible from a medical perspective.

**Significant material damage to immovable property**
Exceptional damage amounting to more than EUR 2,500 to the insured’s immovable property resulting from an accidental cause beyond his/her control and which requires the cancellation of the travel contract in order to protect his/her interests.

**TERRITORIAL SCOPE**
If the policyholder has taken out Europe cover: in the countries and islands of geographical Europe, except Turkey, namely:
Albania, Andorra, Armenia, Austria, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, European Russia, Faroe Islands, Finland, Former Yugoslav Republic of Macedonia, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldavia, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, United Kingdom and Vatican City.

If the policyholder has taken out World cover: worldwide, barring countries at war.

**INSURED AMOUNT**
The total cost price of the travel contract, subject to a maximum of EUR 3,000 per insured on each trip and an overall maximum total of EUR 12,500 per trip.

**COMMENCEMENT OF COVER**
The commencement date of the insurance is the date and the time at which the ING Lion Travel Stop policy is taken out. The start date and time are stipulated in the special terms and conditions.
There is no cover for trips booked prior to the date on which the ING Lion Travel Stop policy is taken out and whose date of departure is less than 30 days after the policy signature date.
COVER

The purpose of the cover is to reimburse the cancellation costs which are payable by an insured according to the terms and conditions of the travel contract in case of cancellation or interruption for one of the following reasons:

- Illness, accident or death of:
  - an insured, his/her partner, a relative by blood or marriage up to the second degree of kinship.
  - a person who lives with an insured at the same place of residence and who is under his/her care or is his/her dependent.
- Termination of the contract of employment of an insured by their employer for economic reasons prior to the start of the trip.
- Cancellation of an insured's leave by his/her employer due to the unavailability of a replacement colleague for the insured, as a result of illness, an accident or death.
- Compulsory presence of an insured arising from the conclusion of an employment contract with a minimum term of 3 months.
- Necessary presence of an insured who practices a profession or is otherwise self-employed due to the unavailability of his/her replacement, as a result of illness, an accident or death.
- Unavailability as a result of illness, an accident or death of the person responsible for the care of a minor or handicapped child of an insured.
- Significant material damage to the immovable property owned or rented by an insured which occurs within 30 days prior to the departure date.
- Compulsory presence of an insured:
  - for humanitarian help or a military mission.
  - as a witness or jury member in court.
  - as a student for a re-sit exam in the period between the departure date and 30 days after the return date of the trip.
- If an insured is called upon for the adoption of a child or for an urgent organ transplant (as donor or recipient).
- If an insured may not receive the necessary vaccinations for the trip due to medical reasons.
- Problems and complications with the pregnancy of an insured or of a family member up to the second degree of kinship, including a premature birth at least one month before the due date.
- Pregnancy of an insured or of an insured's travelling companion insofar as the trip had been planned for the last 3 months of the pregnancy and such pregnancy was not known about at the time the trip was booked.
- Divorce if the proceedings were instituted before the district court after the trip was booked and on submission of an official document.
- Cancellation of the wedding of the insured provided it can be substantiated by official documents.
- De facto separation if one of the partners changes their domicile after the trip was booked and on submission of an official document.
- Refusal of an entry visa by the authorities of the destination country, except in the case of refusal due to negligence on the part of the insured. Negligence means: the late submission of a request for a visa or the late submission, or failure to submit, certain documents necessary for obtaining a visa from the authorities in question.
- Theft or total immobilisation as a result of a traffic accident or fire involving an insured's private vehicle at the time of departure or en-route to the holiday destination.
- Home-jacking or car-jacking, of which an insured is the victim, which takes place in the week prior to the departure date (on submission of a police report).
- Delay at the time of embarkation, as stipulated in the travel contract, on departure or during a stage of the journey, as a result of immobilisation of more than one hour due to a traffic accident or force majeure en-route to the place of embarkation.
- Theft of ID documents or visa within 48 hours prior to departure.

EXCLUSIONS

The cover is not valid in the case of cancellation or interruption of a trip for reasons caused by or arising from one of the following circumstances:

- Trips which were booked prior to the date on which the ING Lion Travel Stop policy was taken out and whose departure date is less than 30 days after the policy signature date.
- Intentional acts of the insured.
- Reasons which were known prior to the conclusion of the ING Lion Travel Stop policy.
- Excessive use of alcohol, or use of medicines or narcotics which were not prescribed by a physician.
- Natural disasters.
- Consequences of nuclear or atomic accidents or radiation.
- War, strikes, terrorism or insurrection, including civil war or acts of violence with a common motive, unless the insured proves that there is no causal link with the event which gave rise to the damage or loss.
- Physical injuries as a result of an accident or an illness for which medical or paramedical treatment had already been prescribed by the attending physician at the time the insurance contract was concluded.
- Epilepsy, diabetes, evolution of congenital diseases.
- Chronic or pre-existing disease of the insured, unless no medical or paramedical treatment was necessary during the month prior to the booking date of the trip and there were no contraindications for going on the trip according to the attending physician.
- Mountaineering along unbeaten tracks, big game hunting, caving, submarine fishing or combat sports.
• Participation in all competitions or time trials.
• Professional or paid practice of sport, including the associated training.
• Psychic, psychosomatic or nervous disorders unless these require hospitalisation of at least one week.
• Voluntary termination of pregnancy.
• Inability of the insured to make payment.
• Breakdown or poor condition of the vehicle intended for private use during the trip.
• Delays caused by traffic problems.
• Travel for professional purposes.
• Trips in Belgium lasting less than three days or trips with a value of less than EUR 150.
• Administrative costs, visa and other similar costs.
• Everything that is not expressly and formally specified in the general terms and conditions.

The aforementioned exclusions do not apply only to the insured but also to people whose medical condition is the cause of the request for payment.

**DETERMINATION OF COMPENSATION**

The insurer refunds:

• Prior to the commencement of the travel contract: 100% of the cancellation fee contractually owed by the insured.

• If the trip is interrupted in case of premature repatriation for medical reasons by an assistance company or with the consent of that assistance company or any other reason provided for in the policy: the cancellation fee contractually owed by the insured in proportion to the unused days.

• If the insured decides to go on the trip alone in case of cancellation by the travelling companion: the resulting additional hotel and alteration expenses.

• In case of cancellation or interruption of the trip: the activities, excursions, hire of a car during the trip that were separately booked and paid.

• The insured’s flat-rate ski pass and/or organised ski lessons that could not be used in proportion to the period still under cover (maximum EUR 250).

• If the insured’s private car is not in working order and he/she still goes on the trip with a hire car, the insurer will pay the net rental of the car up to an amount equal to the cancellation costs which can be charged. Toll fees, fuel or any insurance costs will not be paid.

Payment by the insurer will not exceed the stipulated insured amount under any circumstances. Payment will always be calculated on the basis of the cancellation costs which are contractually due and payable, on the basis of the terms and conditions stipulated in the travel contract, in case of cancellation within 48 hours of the insured becoming aware of the underlying event.

**LEGAL FRAMEWORK**

**Right of cancellation – only applicable if the total term of the agreement is more than 1 month and the contract has been concluded remotely**

The policyholder is entitled to inform the insurer that he/she is cancelling the ING Lion Travel Stop agreement, without payment of any penalty or providing reasons within 14 calendar days. This period starts to run from the date on which the policyholder has received all contractual conditions (special and general terms and conditions) and all pre-contractual information (product info sheet) by e-mail. The policyholder may exercise such right by sending a registered letter to: Inter Partner Assistance SA/nv, Avenue Louise 166, PB 1 – 1050 Brussels.

Cancellation by the policyholder becomes effective as soon as it is communicated. If the policyholder cancels the agreement after it has already come into effect, he/she will be obliged to pay the premiums for the period during which cover was provided. These sums are then payment for the services which have already been provided by the insurance company. If the policyholder exercises the right of cancellation, the insurer must repay all premiums and other amounts which he/she has received in connection with the ING Lion Travel Stop policy within no more than 30 calendar days, subject to the deduction of the aforementioned fee for the financial services which have already been provided. Such period starts on the day the insurer receives notice of cancellation by registered letter.

The insurer also has a right of cancellation. Cancellation by the insurer will only become effective 8 days after it is communicated.

**Obligations of the insured**

- **Duties of the insured in case of damage:**
  - The insured must strictly observe the insurer’s instructions and take all reasonable measures to avoid and limit the consequences of the loss.
  - Inform the travel agent or trip organiser as soon as possible.
  - Immediately inform the insurer and send it a written claim notification within 7 days of the statement to the travel agent and, in any case, before the planned departure date.

The insured undertakes towards the insurer:

- to submit the supporting documents of the costs incurred.
- to provide proof of the events which entitle him/her to cover.

**Penalties**

If the insured fails to comply with one of the aforementioned obligations and the insurer suffers loss as a result, the insurer will be entitled to reduce the cover in proportion to the loss it has suffered.

The insurer may refuse cover if the insured has failed to comply with the aforementioned obligations with fraudulent intent.
**Non-payment of premium**

If the premium is not paid on the due date, the insurer may terminate the contract on condition that the policyholder has been given a notice of default, either by way of a bailiff’s writ or a letter sent by registered post. Termination starts after the end of a 15-day period, as from the day following the dispatch of the registered letter.

**Time limitation**

Any claim arising from this contract will prescribe 3 years after the underlying event.

**Subrogation**

The insurer who, for the purpose of a cancellation or interruption of a trip, has paid compensation is substituted in the stead of the insured to the extent of the amount of such compensation, for the rights and claims of the insured against third parties who are liable for the accident.

If the subrogation cannot have any favourable outcome for the insurer because of action taken by the insured, the insurer can claim repayment of the compensation paid to him/her in proportion to the loss suffered.

Subrogation may not prejudice the insured who has only been partially compensated. Where appropriate, he/she may exercise his/her rights in preference to the insurer in respect of what is still owing to him/her.

Except in case of malicious intent, the insurer does not have any right of recourse against the descendants, ascendants, spouse and/or direct relatives of the insured, or against people residing with him/her, his/her guests and/or any members of his/her household staff.

The insurer may however exercise recourse against such people to the extent that their liability is actually guaranteed by an insurance contract.

**Correspondence**

In order to be valid, any notice to the insurer must be sent to:

**Inter Partner Assistance SA/nv**, avenue Louise 166, PB 1, 1050 Brussels.

In order to be valid, messages or notices that are intended for the insured in the contract must be sent to the address of the policyholder as indicated by him in the contract or to any address that he subsequently communicates to the insurer.

**Information on the protection of privacy**

The personal details that the insured provides as part of this agreement are processed by:

- **ING Belgium SA/nv**, avenue Marnix 24, B-1000 Brussels for the purposes of centralising customer management, account and payment management, brokerage (including insurance), credit facility management (where appropriate), asset management, the marketing of banking and insurance services, global customer overviews, transaction monitoring and prevention of irregularities.

- **Inter Partner Assistance SA/nv**, avenue Louise 166, PB 1, 1050 Brussels, for the purpose of central management of its customers, the production and management of personal insurance and insurance against fire, accident and other risks, marketing of insurance services, global overview of customers, supervision of transactions and prevention of irregularities.

The data will be communicated to other companies of the ING Group in Belgium (list available on request) with a view to the central management of its customers, marketing, global overview of customers, service provision (if applicable) and transaction monitoring (including the prevention of irregularities).

They may be passed on by Inter Partner Assistance, in its capacity as a co-responsible party for processing, to service providers who may or may not be established in a Member State of the European Union and whose contribution is necessary or useful to achieve the above-mentioned objective, including AXA Business Services in India (list available upon request).

Any individual may consult the data relating to him/her and have it rectified. A person may object, on request and free of charge, to the processing of data concerning him/her by ING for the purpose of direct marketing and/or to the communication of such data to other companies of the ING Group in Belgium for the same purposes.

**Applicable law**

This contract is governed by Belgian law, in particular the Act of 25 June 1992 on terrestrial insurance agreements.

**Complaints**

The policyholder may send any complaints about this contract to:

- either ING Customer Service, cours Saint-Michel 60, B-1040 Brussels (mediationservice-reclamations@ing.be – Tel. +32 2 547 61 01 – Fax +32 2 547 83 20)
- or the Insurance Ombudsman (Ombudsman des Assurances/Ombudsman van de Verzekeringen), Square de Meeûs 35, B-1000 Brussels (www.ombudsman.as – info@ombudsman.as – Tel. +32 2 547 58 71 – Fax +32 2 547 59 75).

This does not preclude the possibility of taking legal action.