

# ING Lion Assistance

General terms and conditions  
Temporary contract for assistance  
to persons and vehicles



## General terms and conditions of the “temporary contract for assistance to persons and vehicles”

### The Insurance Policy

The insurance policy is an agreement that 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 20001E/092015

These mainly consist 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 declarations
- his chosen types of cover
- the premium to be paid.

Although the special terms and conditions refer to the general terms and conditions, they may deviate from these in order to adapt the policy to the policyholder's personal situation.

## Your quality guarantee

### ING Lion Assistance guarantees you quality:

You can reach us day and night for assistance in your own language (Dutch, French, German or English).

#### For the assistance to persons cover

In case of repatriation, you will be accompanied by multilingual Belgian medical staff. The medical staff will supply the necessary medical equipment of the insurer. In this way, the insurer can be sure that this apparatus is in perfect working order.

Medical expenses incurred abroad will be reimbursed up to EUR 25,000 for each insured person.

#### For the travel assistance cover

Comprehensive information before and during your trip, 24 hours a day.

#### For assistance to your vehicle

*(If "Vehicle(s) assistance" cover has been taken out)*

Vehicle assistance within 60 minutes of your call, except in extreme weather or traffic conditions.

#### For assistance at home

If you cannot enter your home because of the loss or theft of your keys or because you have locked yourself out, the insurer will arrange:

- for a locksmith to come out within an hour if you live in a conurbation and the call is made during the day.
- for a locksmith to come out within 2 hours if you live in a predominately rural area of if the call is made at night or during the weekend.

#### In service

- An efficient and professional organisation and provision of assistance in association with the international network of Inter Partner Assistance.
- To the extent possible and subject to the restrictions in the general terms and conditions, allowance will be made for your specific requirements when organising assistance.
- Correspondence concerning ING Lion Assistance will be answered within 7 working days of receipt.
- All expenses incurred within the scope of these general terms and conditions, will be reimbursed within 7 days of receipt of the necessary supporting documents provided the file is in order.

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## 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.

Tel. +32 2 550 04 00 – www.ip-assistance.be

BIC: BBRUBEBB – IBAN: BE66 3630 8057 8243.

### Insurance intermediary

ING Belgium SA/NV, insurance intermediary registered with the FSMA under the 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 natural person who takes out the ING Lion Assistance 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 habitually resident (i.e. at least 180 days a year) in Belgium.

### Insured vehicle(s)

*(If the "Vehicle(s) assistance" cover was taken out.)*

The insured vehicle is a new or second-hand vehicle and may be a motorcycle, passenger car, dual-purpose vehicle, SUV, motorhome, minibus, company or lease car whose MPW (maximum permitted weight) is less than 3.5 tons and whose length does not exceed 8 metres, as identified in the special terms and conditions by means of the vehicle plate.

A towed caravan, camper van or trailer for private use is also insured at no additional premium if the MPW does not exceed 3.5 tons and the length does not exceed 8 metres. The towing vehicle and the towed vehicle may not exceed 7 tons in total. The vehicle may not be more than 10 years old on the start date of the coverage unless the vehicle was already covered by another ING Assistance, ING Lion Assistance or ING Global Assistance policy terminated a maximum of 30 days previously.

Vehicles that are used in traffic with "test drive or dealer plates" and taxis are not insured.

By extension, a replacement car is regarded as an insured vehicle for a maximum of 1 month, insofar as the insurer is

notified of this replacement. The replacement vehicle must belong to a third party who resides in Belgium.

Vehicles that are registered abroad cannot be insured, unless they are used regularly on Belgian roads (i.e. at least 180 days a year).

Vehicles of employees of foreign embassies, NATO and EU institutions that are based in Belgium are regarded by way of exception as covered vehicles, regardless of whether they are registered in Belgium or abroad.

These employees must be entered in the population register of a Belgian municipality.

### Traffic accident

Any contact between the insured vehicle and a third party or a stationary or mobile obstacle which makes it impossible to continue the trip or envisaged travel with this vehicle or which causes abnormal or dangerous standards of driving (in relation to the Highway Code) which endangers the safety of persons or the vehicle.

### Accident with physical injury

A sudden event beyond the control of the insured which results in a physical wound or injury, determined by a competent medical authority, whose cause is external to the victim's body.

### Competent medical authority

Medical practitioners who are recognised by Belgian legislation or the prevailing legislation in the country concerned.

### Luggage

All personal belongings taken along by the insured or transported in the insured vehicle.

The following are not regarded as luggage: a glider, boat, merchandise, scientific equipment, building materials, furniture, horses and live stock.

### Domicile

The place in Belgium where the insured is domiciled and habitually resides.

### Second residence

The place in Belgium which is the property of the policyholder or one of the other insured parties and where the insured parties occasionally stay to spend leisure time or holidays, with the exception of caravans and static caravans (mobile homes).

### Illness

Any involuntary health disorder that can be determined medically.

## Terrorism

Terrorism is defined as: a clandestine organised action or threatened action with ideological, political, ethnic or religious intent, carried out by an individual or a group, in which violence is used against people or by which the economic value of a tangible or intangible asset is wholly or partly destroyed, or to make an impression on the public, create a climate of insecurity, exert pressure on the authorities, hinder traffic or the normal operation of a service or enterprise.

Pursuant to the Act of 1 April 2007 on insurance against damage caused by terrorism, the TRIP (Terrorism Reinsurance and Insurance Pool) Committee will decide whether an event falls under the statutory definition of terrorism.

## Insured benefits

### Subject

The purpose of the agreement is to cover the insured against the following risks within the limits of the forms of cover and capital amounts mentioned in the contract. All amounts mentioned in the contract include costs and taxes.

### Territorial scope

#### Assistance benefits for persons:

If the policyholder has taken out Europe cover: in the countries and islands of geographical Europe, barring Turkey, namely: Albania, Andorra, Armenia, Austria, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Cyprus, Denmark, Estonia, (European) Russia, Faeroe Islands, Finland, Former Yugoslav Republic of Macedonia, France, Georgia, Germany, Greece, Hungary, Ireland, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, 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 where war is waged.

#### Vehicle assistance benefits:

*(If the "Vehicle(s) assistance" cover was taken out)*

- in Belgium.
- in the countries and islands of geographical Europe, barring Turkey, namely: Albania, Andorra, Armenia, Austria, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Cyprus, Denmark, Estonia, (European) Russia, Faeroe Islands, Finland, Former Yugoslav Republic of Macedonia, France, Georgia, Germany, Greece, Hungary, Ireland, Iceland, Italy, Kosovo, Latvia,

Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, United Kingdom and Vatican City.

#### Assistance at home:

- the domicile of the policyholder or any of the insured in Belgium
- the second residence in Belgium of the policyholder or one of the other insured parties.

### Request for benefits

In order to qualify for the insured benefits, the insured must request payment from the insurer at the time of the incident concerned. Deviations from this rule for medical expenses abroad are described under the heading "Assistance benefits for persons in case of illness, injury and death" and for vehicles under the heading "Vehicle assistance benefits in Belgium and abroad".

### Repayment of advance payments for expenses incurred in case of uninsured benefits

If the insurer makes an advance payment under a covered guarantee for accrued uninsured expenses, the insured must provide a credit card number to enable the insurer to debit the amount advanced from the account of the insured or his authorised representative.

If the loss is not covered by the contract, the insurer will help the insured to the extent possible for humanitarian reasons. The insurer will organise the assistance insofar as it is directly related to the consequences of the loss.

The ensuing costs are payable by the insured. In this case, the insured must provide a credit card number so that the insurer can debit the costs incurred from the account of the insured or his authorised representative.

If the insured does not have a credit card, the insurer will request a third party to stand surety for the repayment of the costs incurred. The insured must comply fully with the insurer's guidelines in this case.

### Submission of documents

In order to qualify for the insured benefits, the insured must submit the original invoices for the costs approved by the insurer and all other supporting documents requested by the insurer within 2 months of the event or the request for payment.

### Telecommunication costs

In the event of assistance insured by this contract, the insurer will reimburse the necessary telecommunication costs which the insured has incurred while communicating with the insurer in relation to the insured event abroad.

The insurer is only obliged to do so if the insured can submit the original invoices or supporting documents for the incurred costs.

### **Choice of means of transport**

The insurer's medical team will choose the means of transport at its sole discretion, based on the medical interests of the patient. The insurer's doctor must give his consent for any transport.

### **Fraud**

The insurer will strictly monitor any actual or attempted fraud. Proven incidents of fraud will be recovered from the insured. As far as the cover of "providing a replacement car in Belgium" is concerned, the insurer will control this by means of spot checks and close contact with its towing service and garage owners.

## **Assistance benefits for persons in case of illness, injury and death**

### **IN BELGIUM**

In the event of death in Belgium, the insurer will only pay the costs of transporting the mortal remains from the place of death to the burial/cremation site.

Refer to the heading "Assistance at home" for the other forms of assistance cover to persons in Belgium.

### **ABROAD**

#### **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 better assess and organise the measures that need to be taken.

#### **Repatriation or transport of the sick or injured insured**

Depending on the seriousness of the case and in consultation with the attending physician and/or general practitioner, the insurer will arrange and pay for the repatriation or transport of the sick or injured insured by:

- air ambulance
- scheduled plane
- helicopter
- train (first class)
- ambulance.

The insured will be transported to a hospital in Belgium close to his domicile, or directly to his domicile if the insured's condition does not require him to be admitted to hospital.

For countries outside of Europe and the Mediterranean, transport will only be by means of a scheduled flight. In each case, the decision to transport or repatriate is

subject to approval by the insurer's medical department.

The means of transport and the particular hospital will always be chosen in the interests of the insured.

The insurer will pay for the transport of the non-accompanied luggage of the insured, i.e. all the personal luggage the insured has taken on the trip. The following are not regarded as luggage: a glider, surfboard, boat, merchandise, scientific equipment, building materials, furniture, horses and live stock.

#### **Repatriation or transport of the other insured parties**

If it is decided to repatriate or transport the sick or injured insured, the insurer will also organise and pay for the following:

- either the transport of the other insured parties to their domicile in Belgium by train (first class) or on a scheduled flight (economy class).
- or the continuation of their trip, up to the amount of the costs which the insurer would have agreed to for their return to Belgium.

#### **Visit during a stay in hospital**

If the insurer's medical team considers that immediate repatriation is not wise or possible due to the condition of the sick or injured insured, and admission to a local hospital would last more than 5 calendar days, the insurer will organise and pay for the round trip of one family member, in the first or second degree, by train (first class) or on a scheduled flight (economy class) to visit the sick or injured insured.

The local hotel expenses (room and breakfast) of this family member will be paid up to an amount of EUR 100 per day for a maximum of 10 days.

If the insured in hospital is a child younger than 18, the minimum duration of 5 calendar days will not apply and both parents of the child can travel to the hospital in the same way. The local hotel costs (room and breakfast) of both parents will be paid up to an amount of EUR 100 per day each for a maximum of 10 days.

#### **Return and accompaniment of children younger than 18**

If neither the sick or injured insured nor another insured person can look after the insured children who are younger than 18 and accompanying them, the insurer will organise and pay for a hostess or person designated by the family to go and look after the insured children and bring them back to their domicile in Belgium.

The hotel costs (room and breakfast) of this person will be paid up to a maximum of EUR 125.

## Return of a pet

In the event of the repatriation of a sick or injured insured, the insurer will pay for the return journey of unattended pets that are left behind (dogs or cats) if no other insured person can care for them.

## Medical expenses in the event of illness or an accident

The medical expenses resulting from illness or an accident abroad will be reimbursed up to a maximum of EUR 25,000 for each insured person.

An amount of EUR 50 for each insured person will be deducted for arrangement fees from the amount due to the insured.

The following expenses are covered:

- the fees of doctors and surgeons.
- medicinal products prescribed by a doctor or surgeon.
- minor dental treatment as a result of an accident or acute pain (excluding dentures) up to a maximum of EUR 125 for each person.
- the costs of hospitalisation.
- the costs of transport by ambulance, sledge or helicopter, prescribed by a doctor, for a local route.

## Conditions for acceptance of liability

Liability for costs is accepted after the exhaustion of payments or benefits covered in respect of the same risks to the insured or his entitled parties by Social Security or any other welfare institution that covers the same costs.

The insured can obtain information from the insurer concerning the conditions under which he can qualify abroad for benefits provided for by Social Security. However, he must provide the necessary documents himself.

## Payment conditions

If the insurer pays the medical expenses incurred abroad directly, the insured undertakes to hand over his file to his national health service and to forward the settlement statement of the national health service and the amounts received to the insurer.

If the insured pays the medical expenses incurred abroad himself, the insurer will reimburse these costs after the national health service payments are exhausted. Payment is made after the submission of the original supporting documents and any settlement statement from the national health service.

The insured must then take all necessary steps as requested by the insurer to obtain a refund of the compensation from Social Security.

## Costs of subsequent medical treatment in Belgium

After a physical accident or illness abroad and provide the insured was hospitalised abroad with the approval of the insurer's doctor and had to stay there for at least one night, the insurer will pay for the insured's subsequent medical treatment in Belgium not exceeding EUR 2,500 for up to a maximum of 1 year from the date on which the accident occurred or the illness commenced, after the deduction of the compensation from Social Security or the insured's national health service insurance.

## Extension of the insured's stay

The insurer will pay the costs of extending the stay in the hotel (room and breakfast) up to an amount of EUR 100 per day for each sick or injured insured person, subject to a maximum of 10 days, if the return journey cannot be commenced on the proposed date on medical orders and the insurer's doctor has given his approval.

An insured person who is travelling with the insured and extends his stay also benefits from this cover.

## Urgent early return of an insured

If an insured has to interrupt his stay abroad on account of:

- hospitalisation in Belgium for more than 5 calendar days or the death of a family member, i.e. partner, father, mother, 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 partner who cannot be replaced in the day-to-day management of the business or of his locum in the practice of his independent profession

the insurer will organise and pay for:

- either the outward and return journey of 1 insured
- or the return journey of 2 insured persons (not applicable if the contract was taken out for a single person)

to the domicile or burial/cremation site in Belgium by train (first class) or on a scheduled flight (economy class).

If the insured vehicle has to be left behind in this case, the insurer will bring it back together with the passengers to the domicile, in accordance with the conditions stipulated under the heading "Vehicle assistance benefits in Belgium and abroad".

This benefit will be granted only after a medical or death certificate is submitted to the insurer.

## Death of an insured whilst on a trip

If an insured dies abroad, the insurer will organise and pay for the following:

either the costs of:

- transporting the mortal remains from the place of death to the burial/cremation site in Belgium
- preparing the body
- casketing
- the coffin up to a maximum amount of EUR 1,000

or the costs of a local burial or cremation, limited to the amount the insurer would have been obliged to pay in the event of repatriation. In this case, the insurer will organise and pay for 1 family member to travel from Belgium to attend the service and pay the hotel costs of this person up to EUR 100 per day for a maximum of 3 days.

If required, the insurer will provide assistance in dealing with the formalities as a result of the death (e.g. contacting the undertakers, information about required administrative steps).

## Costs of search and rescue

The insurer covers the reimbursement of up to EUR 7,500 for each insured person in respect of search and rescue costs incurred to safeguard the life or physical integrity of an insured, provided the rescue arises from a decision taken by the competent local authorities or the official emergency services.

## Skiing

The insurer will pay for the costs of local transport by sledge and/or helicopter in the event of an accident on the ski run. If a skiing accident takes place off the ski run without a guide, the costs of local transport by sledge and/or helicopter will not be paid. If the condition of the sick or injured insured requires hospitalisation for more than 24 hours and/or repatriation by the insurer, the insurer will refund the flat-rate ski pass and/or ski lessons of the insured persons that they could not use because of the event, in proportion to the remaining period (maximum of EUR 250 per claim).

## Sending of essential medication, glasses, contact lenses, prostheses and dentures

If essential medicinal products are stolen, lost or forgotten, the insurer will search for the same or similar medicinal products locally. To this end, the insurer will organise and pay for a visit to a doctor who will prescribe the medicinal products.

If the medicinal products are not available locally, the insurer will send the essential medication, glasses, contact lenses, prostheses or dentures that are available in Belgium, as prescribed by a doctor, to the insured abroad. The insurer will only pay for the cost of sending these items and the

doctor's visit. The purchase price of these items will be advanced by the insurer and must be repaid by the insured to the insurer within 2 months thereof. This benefit is subject to local and international legislation.

## Exclusions from assistance to persons

Assistance that was not requested at the time of the incident in question and that was not organised by or in consultation with the insurer. However, the costs of ordinary medical consultations and the ensuing outpatient pharmacy expenses as a result of an incident that occurred abroad will be reimbursed within the limits of this contract.

The following costs will not be reimbursed under any circumstances:

- costs relating to mild illnesses or injuries that do not prevent the patient from continuing his trip.
- costs relating to psychological illnesses that have already been the subject of treatment.
- costs relating to chronic diseases that have caused disorders of the nervous system, respiratory system, circulatory system, the blood or kidneys.
- costs relating to the recurrence of and recovery from all established illnesses that were not consolidated and treated before the departure date of the trip and which present a real danger of rapid deterioration.
- in the professional practice of dangerous activities such as acrobat, tamer or diver.
- preventative medical and thermal cures.
- diagnosis and treatment that are not recognised by INAMI (Belgian Sickness and Invalidity Institute).
- pregnancy problems after the 26<sup>th</sup> week.
- the purchase and repair of prostheses and dentures in general, including glasses and contact lenses.
- costs for medical and surgical treatment and medicinal products, prescribed and/or made in Belgium, with the exception of those that fall under the cover for the costs of subsequent medical treatment in Belgium.
- costs of burial or cremation in Belgium.

## Travel assistance abroad

For assistance benefits to persons in case of illness, injury or death, see the heading "Assistance benefits for persons in case of illness, injury and death".

For vehicle assistance benefits, see the heading "Vehicle assistance benefits in Belgium and abroad".

## Information service

The insurer provides a 24-hour information service to the insured for the following information:

### Information before and during the trip in relation to:

- identity cards
- passports
- visas
- customs regulations
- regulations concerning pets
- currency rates/foreign exchange
- time differences
- public holidays
- international driving licences
- acceptance of credit cards
- the addresses of foreign consulates and traffic agencies in Belgium, as well as Belgian consulates abroad
- travel conditions: means of transport, hotels, roads, the climate and appropriate clothing.

### Information regarding prevention and the traveller's health:

- basic vaccinations
- compulsory vaccinations
- recommended vaccinations
- hygienic and medical precautionary measures depending on the country to be visited
- vaccination centres
- centres for specific treatment/problems that arise after returning from abroad
- the conditions under which the insured qualifies for benefits abroad provided by Social Security.

### Loss or theft of travel documents and tickets abroad

If travel documents (identity card, passport, driving licence, etc.) are lost or stolen, the insurer will advise the insured on the whereabouts of the closest Belgian consulate or embassy.

If necessary, the insurer will organise and pay for transport to and from the embassy in order to collect the issued documents.

If tickets are lost or stolen, the insurer will provide the insured with the necessary tickets to continue his trip.

The insured must repay the price of the tickets to the insurer when requested to do so.

### Loss, theft or delay of luggage

In case of theft, loss, destruction or a delay of more than 12 hours in the delivery of the luggage by the airline company:

- the insurer will send a suitcase with personal replacement items to the insured. This suitcase, accompanied by a precise inventory of its contents, must be delivered at the insured's request to the insurer's offices by a family member or other person designated by the insured.
- the insurer will pay a maximum amount of EUR 250 for each insured person towards purchasing the most essential items locally. The expenses must be justified by sales receipts. In the event of theft, the insured will

be asked for proof that it has been reported to the local police authorities.

In the event of theft or loss of luggage during a flight, the insurer will assist the insured in complying with the necessary formalities at the competent authorities and undertakes to help with the search for the lost or stolen luggage, as well as to return any luggage when found.

### Provision of an interpreter

If the insured is entitled to an insured benefit abroad and has problems or difficulty in understanding the spoken language and conversing for the purpose of this assistance benefit, he will be assisted locally by the insurer.

### Advance

If the insured has recourse to the insurer for an insured event and needs an advance to pay costs that are not covered (e.g. repairs), the insurer will, at the insured's express request, provide him with the equivalent value (in foreign exchange) of no more than EUR 2,500. In order to make use of this cover, the insured must provide a credit card number to enable the insurer to debit the amount advanced from the account of the insured or of his authorised representative. If the insured does not have a credit card, the insurer will request a third party to stand surety for the repayment of the costs incurred. The insured must comply fully with the insurer's guidelines in this case.

### Assistance if stranded abroad

If the insured is delayed abroad by a force majeure event (strikes, natural phenomena, epidemics, etc.), the insured will reimburse his additional travelling expenses (accommodation and transport costs) up to EUR 100 per day and a maximum of EUR 500 for each insured, subject to the submission of supporting documents for those expenses.

### Pets

In the event of illness or an accident involving a pet (cat or dog) abroad, the insurer will pay the costs of a veterinarian up to a maximum of EUR 75 for each illness or incident.

### Passing on urgent messages to Belgium

The insurer assumes responsibility for passing on urgent messages relating to the forms of cover described in this contract.

The content of the message may in no case involve the insurer's liability and must be in accordance with Belgian and international legislation.

### Exclusions from travel assistance

- assistance that was not requested at the time of the incident in question and that was not organised by or in consultation with the insurer.
- the legal consequences in Belgium of a claim instituted against an insured abroad.

### Legal assistance abroad

#### The insurer will advance:

- bail requested by the authorities up to a maximum of EUR 12,500 for each insured, if an insured has been prosecuted in relation to a traffic accident.
- lawyer's fees up to a maximum of EUR 1,250 for each insured, if an insured has been prosecuted in relation to a traffic accident.

The insurer allows a maximum period of 2 months from the date of the advance for the repayment of the bail and lawyer's fees.

#### Exclusions from legal assistance

- assistance that was not requested at the time of the incident and that was not organised by or in consultation with the insurer.
- the legal consequences in Belgium of a claim instituted against an insured abroad.

### Vehicle assistance benefits in Belgium and abroad

These benefits only apply if the "Vehicle(s) assistance" cover has been taken out.

#### Roadside assistance and towing

If the insured vehicle is immobilised by:

- a traffic accident
- a mechanical defect
- attempted theft, vandalism, car-jacking or home-jacking
- a fire, explosion, implosion, flames and/or lightning
- damage caused by an animal

the insurer will organise and pay for:

- a local repair mechanic to be sent out.
- and if necessary, for the vehicle to be towed to the garage chosen by the insured.
- and the transport of the insured persons towards the rental agency or the destination of the insured persons within a radius of up to maximum 150 km.

If the insured person does not make use of the insurer's services for roadside assistance and towing of his vehicle, the insurer will reimburse a maximum of EUR 200 to the insured on submission of the invoice from the towing service concerned. The limit of 200 EUR is not applicable

if the insured person was taken away by ambulance after an accident and thus was unable to call the Assist'Line. All repair costs will be payable by the insured.

#### Fuel

If the insured vehicle is immobilised because it runs out of fuel or has the wrong fuel, the insurer will send out a towing service to tow the vehicle to the closest filling station. The fuel costs will be payable by the insured. The insurer will also organise and pay for the emptying of the tank. The insured will pay the fuel costs and hours of labour.

#### Tyre trouble

If the insured vehicle has a flat tyre, the insurer will organise and pay for the costs of replacing or temporarily repairing the flat tyre where the vehicle is immobilised.

If the vehicle has more than one flat tyre at the same time, the insurer will organise and pay for the insured vehicle to be towed to the closest garage.

#### Opening a vehicle

- If the insured has locked himself out of the insured vehicle, the insurer will organise and pay for the doors of the vehicle to be opened, subject to the insured producing proof of identity. The insurer is entitled to consult the car documents after opening the doors. The insurer must not provide this service if opening the doors can cause damage to the vehicle.
- If the keys of the insured vehicle are lost or stolen:
  - and there is a spare key at the insured's domicile, but the insured cannot return there of his own accord, the insurer will organise and pay for the costs of a taxi from where the vehicle is immobilised to the insured's domicile and back again, up to a maximum of EUR 65.
  - and there is no spare key at the insured's domicile, the insurer will advise the insured on the steps to be taken to obtain a new key from the car manufacturer.

#### Sending parts abroad

The insurer will send the parts that are essential for the proper functioning of the vehicle, via the quickest route, if these cannot be found locally abroad. The insured will only repay the price of the parts that the insurer has sent to him at his request.

#### Immobilised vehicle assistance abroad

If the insured vehicle cannot be repaired locally within a period of 5 working days on account of a mechanical defect or traffic accident abroad, the insurer will organise and pay for one of the following benefits, at the insured's option:

### If the vehicle is repaired locally

If the insured decides to have his vehicle repaired locally without waiting for the repairs to be completed, the insurer will organise and pay for the vehicle to be brought back to the insured's domicile or provide the insured with a first-class train ticket or economy class plane ticket to go and collect the repaired vehicle. If necessary, the insurer will pay for 1 night's stay in a hotel abroad up to a maximum of EUR 100.

### If the vehicle is not repaired locally

If the insured does not wish to have his vehicle repaired locally, or if local repairs are not possible, the insurer will organise and pay for transport and repatriation to a garage chosen by the insured that is in the vicinity of his domicile.

In order for this transport to be carried out as soon as possible, the insured undertakes to follow the insurer's guidelines, take the necessary steps and provide the necessary documents to the insurer.

An initial vehicle condition report will be drawn up when the vehicle is collected and a second report will be drawn up when the vehicle is delivered. Any damage caused during transport will be payable by the insurer.

The insurer cannot be held liable for the theft of any items or accessories inside or outside of the vehicle. The costs of storing the vehicle from the date of immobilisation until the date on which it is collected for its transport or repatriation will be paid by the insurer.

The costs payable by the insurer cannot exceed the residual value of the insured vehicle (using "Eurotax", a publication by Eurotax Belgium SA/NV, as a reference). The reimbursement paid by the insurer is in this case limited to the residual value of the insured vehicle.

If the insured vehicle cannot be repaired as the result of an accident, or if the repatriation costs are higher than the residual value and the insured decides to leave the wreck behind, the insurer will comply with the necessary formalities for legal abandonment of the vehicle.

In the aforementioned cases, the insured parties who use, transport or repatriate the vehicle are referred to in the terms and conditions under the heading "Assistance to immobilised insured parties".

If the insured vehicle can be repaired locally following a mechanical defect or traffic accident abroad within 5 working days, it will be repaired locally. The repair costs will be payable by the insured.

### Assistance to immobilised insured parties abroad

If the insured parties are immobilised as a result of a traffic accident, mechanical defect, theft, car-jacking or home-jacking of the insured vehicle, the insurer will organise and pay, at the insured parties' option (see heading "Immobilised vehicle assistance abroad"), for:

#### If the vehicle is repaired locally:

- the hotel costs (room and breakfast) pending the essential repairs, up to a maximum of EUR 100 per insured for each day and a maximum of EUR 1,000 per claim

OR

- the costs of a taxi or rental car up to a maximum of EUR 100 per insured and an overall maximum of EUR 1,000 to enable the insured to reach their domicile or destination, if this is close to the place of immobilisation.

#### If the vehicle is not repaired locally

- the return, immediately or on an agreed date, of the insured parties by train (first class) or on a scheduled flight (economy class)

OR

- the costs of a taxi or rental car up to a maximum of EUR 100 per insured and an overall maximum of EUR 1,000 to enable the insured to reach their domicile or destination, if this is close to the place of immobilisation.

The provision of a rental car is dependent on the following conditions:

- the insured will call on the insurer to organise the provision of a rental car or to obtain his prior agreement.
- the terms and conditions stipulated by the firm which supplies the vehicle must be respected (minimum age, valid driving license, credit card collateral, identification of the driver and of a possible second driver).

### Assistance in case of theft/car-jacking/home-jacking of the insured vehicle

If the stolen vehicle is found within a period of 6 months, the insurer will organise and pay for the following, depending on the condition of the vehicle:

- if the vehicle is roadworthy, a first class train ticket or economy class plane ticket for the insured to where the vehicle is located. If necessary, the insurer will pay for 1 night's stay in a hotel abroad up to a maximum of EUR 100.
- if the vehicle is not roadworthy, repatriation will be organised in accordance with the heading "Immobilised vehicle assistance abroad" above.

### Exclusions from vehicle assistance benefits

- the reimbursement of costs for parts, repairs, maintenance or fuel in respect of the insured vehicle.
- the immobilisation of the vehicle for maintenance work.
- repeated defects as a result of not repairing or maintaining the vehicle, if the insurer has already paid for two of the same or similar defects in the previous 12 months.

### Assistance at home

The assistance at home cover applies to the insured's domicile and second residence in Belgium.

#### Information

The insurer provides an information line that is available to the insured 24 hours a day for the following information:

- address and telephone number of the different nursing institutions and ambulance services in the vicinity of the domicile.
- address and telephone number of the after-hours pharmacy and doctor.
- address and telephone number of the public services.
- address and telephone number of the breakdown and repair services that are available 24 hours a day or which can provide a quick breakdown service in the following areas: plumbing, carpentry, electricity, television repairs, locksmith or glazing services.

The insurer cannot be held liable for the quality of the work performed by the employees of the service(s) contacted by the insured; the insurer's involvement is only aimed at providing the insured with one or more useful telephone numbers in the aforementioned circumstances.

#### Psychological help

The insurer provides an information line available to the insured 24 hours a day, which is intended to give him initial psychological assistance and then to refer him to a specialised care organisation. The specific reason for the call may be car-jacking, an assault, theft, a traffic incident, damage to the home and, generally speaking, all professional or personal incidents.

#### Medical assistance to injured persons

If it is impossible to care for the insured on the scene and he has to be admitted to hospital following an "accident with personal injury" that takes place in his domicile or second residence in Belgium, and following the intervention by the first aid services and/or the attending physician, the insurer will organise and pay for the transfer of the insured by ambulance to the closest hospital, if necessary under medical supervision.

This cover does not apply in case of illness. If the insured cannot travel normally after treatment in the hospital, the insurer will organise and pay for transport to his domicile.

The costs will be paid after the deduction of the Social Security contribution or the insured's national health service insurance.

#### Hospitalisation of a child whose parents are travelling

At the request of the parents and with the approval of the attending physician, the insurer will arrange admission to a hospital, for any reason, of an insured child younger than 18 and pay for the transport costs, but not the hospital costs.

If the child is hospitalised for longer than 48 hours, the insurer will organise and pay for the return of the insured or his/her partner who is abroad to the domicile by train (first class) or on a scheduled flight (economy class).

#### Assistance at home and childminder

If the insured has children younger than 18 and in consultation with the insurer's physician has to be admitted to hospital for 48 hours or longer, as a result of an accident with physical injury (that has taken place in the domicile or second residence in Belgium), the insurer will organise and pay for domestic help.

This applies only if the accident with physical injury has taken place in the insured's home or second residence in Belgium.

If the insured has to be admitted to hospital for 48 hours or longer as a result of an accident with physical injury in the domicile or second residence in Belgium, the insurer will organise and pay for the transport and costs of a childminder for the children who are younger than 18.

The insurer will pay a maximum of EUR 250 for both of the aforementioned benefits together.

#### Pet minder

If the insured party and his/her partner have to be kept in hospital for 48 hours or longer as a result of an accident leading to physical injury in the domicile or second residence in Belgium, the insurer will arrange for the pets (dog or cat) to be looked after for a maximum of 48 hours provided the pets have had their compulsory vaccinations, up to a maximum of EUR 65 per pet and for each claim.

## Uninhabitable domicile or second residence in Belgium or serious damage to the domicile or second residence in Belgium

If the domicile or second residence in Belgium is damaged as a result of a fire, explosion, implosion, water damage, theft, attempted theft, home-jacking, vandalism or broken window panes and the insured can no longer live in it in that condition, the insurer will organise and pay for:

- the costs of 2 successive night's accommodation in a hotel, up to a maximum of EUR 100 per night, for each insured person. The insurer also undertakes to reserve the hotel room(s) and pay for the travel expenses of the insured if travel by his own means is not possible, up to a maximum of EUR 65.
- the costs of urgent and essential purchases up to a maximum of EUR 250.
- security costs: If the domicile or second residence in Belgium has to be guarded to protect the assets on site against theft, the insurer will organise and send out a night watchman or guard. The insurer will pay these costs for a maximum of 72 hours per claim.
- transport of household effects: The insurer will organise and pay for the rental of a commercial vehicle (category B driving licence) for the insured to enable him to move any household effects left behind in the domicile or second residence in Belgium. The costs for this purpose are limited to EUR 250.
- the removal costs: limited to EUR 250 per incident, if the domicile or second residence in Belgium is not habitable within 30 days of the loss incident. The insurer will arrange to move the furniture to the new residence in Belgium in consultation with the insured. However, everything must be moved within 60 days of the loss incident.
- the costs of returning to the home:  
If the insured has to return to the domicile or second residence in Belgium that was uninhabited at the time of the damage, and his presence there proves to be essential, the insurer will pay for and provide him with a first-class train ticket or economy class plane ticket from the place where he is living to the domicile in Belgium that is the subject of the claim. The insurer reserves the right to claim back unused tickets.  
If the insured has to return to collect his insured vehicle, the insurer will pay for the costs of a single first-class train ticket or economy class plane ticket under the same conditions.

## Assistance of a locksmith

If the insured is unable to enter the domicile or second residence in Belgium because of the loss or theft of the keys, locking himself out, or damage to the front door lock of the home, the insurer will pay for the travelling expenses and repair costs of a locksmith up to a maximum of EUR 250.

During the term of the contract, only 1 payment will be made for each insured home.

## Passing on urgent messages abroad

The insurer will pass on urgent messages relating to the forms of cover and insured benefits to addressees abroad free of charge.

The content of the message may in no case involve the insurer's liability and must be in accordance with Belgian and international legislation.

## General exclusions

The contractual cover will be refused:

- in case of events caused by the suicide, intentional acts or serious error of the insured.
- in case of events such as war, civil war, strikes, riots, public uprising, terrorism or sabotage, unless the insured demonstrates that he did not participate in that event.
- in case of nuclear accidents as defined by the Paris Convention of 29 July 1960 and additional protocols, or which are the result of radiation from radioisotopes.
- in case of the practice of motorised competition sports or professional sports.
- in case of practising a sport, as an amateur, which is considered to be dangerous, such as aviation, martial arts or combat sports, mountaineering, bobsleighbing, ski jumping, skeleton, cave exploration (speleology), steeplechase or rock climbing.
- in case of practising a dangerous profession such as acrobat, tamer or diver.
- in case of practising one of the following professional activities: climbing on roofs, ladders or scaffolding; descending into pits, mines or shafts; manufacturing, using or manipulating fireworks or explosives.
- if the need for assistance arises while the insured is drunk, in a state of alcohol intoxication that is subject to prosecution or in a similar state as the result of products other than alcoholic beverages.
- for the consequences of a reckless act, bet or challenge, unless the insured demonstrates that there is no causal nexus between the event causing the exclusion and the loss.
- for the repayment of cancellation costs of the stay or the result of strikes, unless specifically mentioned under specific benefits.
- in case of natural disasters, if intervention proves impossible for reasons beyond the insurer's control.

## Legal framework

### The obligations of the insured

#### Duties of the insured in case of damage

The insured must take all reasonable measures to avoid and limit the consequences of the loss.

The insured undertakes towards the insurer:

- to hand over the supporting documents of the costs incurred
- to provide proof of the events that entitle him to cover.

### Sanctions

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 that 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 the 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. The notice of termination takes effect after the expiry of a period of 2 weeks, calculated from the day following service or the posting of the registered letter.

### Pre-existing insurance

The services and repayments stipulated in this contract apply only as a supplement to earlier contracts that cover the same risks or as a supplement to social security payments to which the insured is entitled.

### Time limitation

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

### Subrogation

The insurer takes the place of and is subrogated to the rights and obligations of the insured, up to the amount of its benefits, against the third parties who are liable for the damage. The insured cannot waive any legal remedy without prior consent.

If the insurer can no longer give effect to the subrogation because of action taken by the insured, it can claim repayment of the compensation paid to him in proportion to the loss suffered.

The subrogation cannot prejudice an insured who has only been partially compensated. In that case, he may exercise his rights, in respect of what is still owing to him, in preference to the insurer.

Except in case of malicious intent, the insurer does not have any right of recourse against the descendants, ascendants, partner and direct relatives of the insured, or against people residing with him.

The insurer may however exercise recourse against these people to the extent that their liability is actually covered by an assistance contract.

### Correspondence

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

**Inter Partner Assistance SA/NV**,  
Avenue Louise 166, PB1, 1050 Brussels.

In order to be valid, messages or notices 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 you provide as part of this agreement are processed by:

#### **ING Belgium NV/SA**

Avenue Marnix 24, B-1000 Brussels for central customer administration, account and payment management, intermediary services management (including insurance), credit facilities management (if applicable), asset management, marketing of banking and insurance services, global customer overviews, transaction monitoring and prevention of irregularities.

#### **Inter Partner Assistance NV/SA**

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, transaction monitoring 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 supervision of transactions (including the prevention of irregularities).

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

The data can be communicated by Inter Partner Assistance to service providers located or not in a member state of the European Union whose action is required or useful with a view to attaining the aforementioned aim, including AXA Business Service in India.

The insurer can process the health details of the insured or other sensitive personal details provided it is required for the execution of the services covered.

Health details or other sensitive personal details are always processed under the responsibility of a health professional. The insurer may process the health details of the insured or other sensitive personal details insofar as it is required for the execution of the services covered. A list of categories of persons who have access to such information can be obtained from Inter Partner Assistance SA/NV, Avenue Louise 166, PB1, 1050 Brussels.

### **Applicable law**

This contract is governed by Belgian law, in particular the Act of 4 April 2014 on Insurance.

### **Complaints**

The policyholder may send any complaints about this contract to:

- either **Complaint Management**,  
Cours Saint-Michel/ 60, B-1040 Brussels  
(plaintes@ing.be – Tel. +32 2 547 61 01 – Fax +32 2 547 83 20)
  
- or the **Insurance Ombudsman**  
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.

