



**S TRAVEL ACCIDENT INSURANCE FOR HOLDERS OF A VISA CARD OR MASTERCARD  
ISSUED BY AIRPLUS INTERNATIONAL  
TERMS AND CONDITIONS**

Policy signed by AirPlus International SA, Boulevard de l'Impératrice 66, 1000 Brussels, and by AIG Europe S.A.. AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue John F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

AIG Europe S.A., Belgium branch is located Pleinlaan 11, 1050 Brussels, Belgium. RPM/RPR Brussels - VAT number: 0692.816.659. AIG Europe S.A. Belgium branch is registered with the National Bank of Belgium (NBB) under the number 3084. The NBB is located at de Berlaimontlaan 14, 1000 Brussels, [www.nbb.be](http://www.nbb.be).

## **1. DEFINITIONS**

**INSURER:** AIG Europe S.A., Belgian branch

**POLICYHOLDER:** AirPlus International SA

**INSURED PERSON:**

- Any natural person holder of a valid card bearing the VISA or Mastercard logo, issued by AirPlus International.
- Members of your Family, either travelling with you or separately, and only when the tickets or accommodation have been paid for using the Insured Card.
- The Insured Person will be hereinafter referred to as "you".

**INSURED CARD:** Valid credit card issued by AirPlus, bearing the VISA or Mastercard logo, the holder of which is the Insured Person.

**TRAVEL KEY OR EPAY CARDS:**

Cards used by a company which is a client of AirPlus International in order to buy or reserve tickets for employees or consultants travelling on behalf of the client company. These employees will be deemed to be Insured Persons on the occasion of a business Trip, regardless of whether these employees are themselves holders of a card issued by AirPlus International, provided payment is made using the Travel Key or Epay card.

**RELATED CARD:** Valid card for private use bearing the VISA or Master Card logo, and issued by AirPlus International to holders of a Corporate card.

**PARTNER:** Person with whom the Insured Person, as at the date of occurrence of the injury, constitutes a legal or de facto communal estate, who lives permanently at the same place of residence and who has the same home address. In this context, an original attestation issued by an official from the Population department will provide the necessary proof.

**FAMILY:**

- your spouse, or your Partner,
- your natural or adopted children, or those of your spouse or **Partner**, who are dependent on you or your spouse or **Partner** and are less than 25 years of age.

**THIRD PARTY:** Any natural or legal person with the exception of:

- the Insured Person himself;
- direct ascendants and descendants, as well as anyone living under the same roof as the Insured Person.

**OVERSEAS:** Any country apart from:

- the country of residence of the Insured Person;
- the country of the usual place of residence of the Insured Person;
- the country of the usual workplace of the Insured Person.

**Country of residence:** The country in which an INSURED PERSON resides or intends to reside during a period of 90 days or more per consecutive period of 12 months

**TRIP:** The Insured Person's travelling to an Overseas destination.

**INSURED TRIP:** Any Trip for which 100% of the total cost is paid with the Insured Card.

**MEDICAL EXAMINER:** Doctor of medicine and/or member of an Association of Medical Examiners legally authorised to practise medicine in the country in which the injury occurred and/or in which the treatment of the said injury took place.

**INTOXICATION:** Set of disorders due to a substance being introduced into the body of the Insured Person in which the measured pure alcohol and/or illegal substances content is higher than the maximum authorised content as stipulated by the legislation of the country in which the injury occurs.

**BODILY INJURY:** Any physical impairment suffered by a person.

**MATERIAL DAMAGE:** Any alteration, deterioration, accidental loss, and/or destruction of an object or substance, including any physical assault inflicted on an animal.

**ACCIDENT:** Sudden event occurring during the period of validity of the policy, the cause or one of the causes of which is external to the body of the Insured Person, and which causes the Insured Person Bodily Injury. The following are likened to Accidents, provided they occur to the Insured Person during the period of validity of the policy:

- Injuries to health which are the direct and sole consequence of an insured Accident or of an attempt to rescue persons or property in danger;
- The inhalation of gas or fumes and the absorption of toxic or corrosive substances;
- Muscular dislocations, distortions, strains and tears caused by sudden physical stress;
- Frostbite, heat stroke, sunstroke;
- Drowning;
- Anthrax, rabies, tetanus.



**WAR:** Any armed opposition, declared or not, from one State to another State, an invasion or a state of siege. The following are notably likened to War: any warlike activity, including the use of military force, by any sovereign nation whatsoever to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**CIVIL WAR:** Any armed opposition between two or more sections of one and the same State for ethnic, religious or ideological reasons. The following are notably likened to a Civil War: an armed revolt, revolution, riot, “coup d'état”, the consequences of martial law, the closing of borders ordered by a government or by local authorities.

**TERRORISM: The following acts are deemed to be acts of Terrorism where they involve, Overseas and/or in the country of destination of the return Trip, the closing of the airport (airports) and/or of the air space and/or of the terminal or of the station:**

- Any actual or threatened use of force or violence directed at or causing damage, injury, harm, or disruption;
- The commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not.
- Any act which is verified or recognised by the relevant government as an act of Terrorism.

The following acts shall not be considered acts of Terrorism:

- Any act of insurrection, strike, riot, revolution criminal attack involving the use of nuclear, biological or chemical weapons
- Robberies or any other criminal act primarily committed for personal gain, and acts arising primarily as the result of prior personal relationships between perpetrator(s) and victim(s).

**HOSPITAL:** An establishment approved by the Ministry of Public Health of the country of the injury and/or of the treatment and charged with the medical care of patients and of accident victims, with the exception of the following establishments: preventoria, sanatoria, psychiatric and rehabilitation hospitals, rest homes and other similar kinds of institutions.

**HOSPITALISATION:** Stay in Hospital medically necessitated for the medical treatment of an Accident or Illness, taking into account the Hospital accommodation costs.

**RENTAL VEHICLE:** Any motor vehicle with at least 4 wheels (including motor homes, trucks) used for the private transport of persons or goods, for a maximum period of 60 days. Long-term leasing or **Rental Vehicles** are not covered.

## **2. GENERAL CONDITIONS**

**Purpose of the policy:** The purpose of this policy is to ensure that Insured Persons who travel by one of the means of public transport hereinafter indicated: aircraft, train, boat or bus, departing from the country of their usual place of residence, benefit from the covers and amounts indicated in the Special Conditions in the context of the application of these General Conditions, provided that 100% of the costs of the Trip have been paid, before departing on the Trip, with an Insured Card.

Coverage is equally afforded for Trips made in a Rental Vehicle.

The single or return Trip from/to a place of embarkation with a view to making the Insured Trip is equally covered, even if this journey has not been paid for with the card.



**Risks covered:** In case of an Accident occurring whilst resorting to one of the aforementioned means of public transport, Insured Persons are covered in case of death or of permanent PPD (permanent partial disability), provided that the degree of such disability represents at least 25%, calculated in accordance with the Belgian Official Disability Scale (BOBI) in force on the day of the Accident.

**Automatic extension to include certain risks during Overseas stays:** There shall also be entitlement to the coverage referred to under Section "Risk covered" for a maximum of 60 days in case of Accident whilst the Insured Person is Overseas, even if the Insured Person does not use a means of public transport. During this Overseas stay, there is entitlement to the Accident coverage 24 hours a day.

**a. Death as the result of an Accident**

If the Insured Person dies within two years of the Accident included in the cover solely from the after-effects of the aforesaid Accident, the sum specified in the Special Conditions will be paid to the beneficiaries.

If after a period of at least six months has elapsed as from the Accident and after checking all the evidence and supporting documentation available, the Insurer has every reason to suppose that it is dealing with an injury which is included in the cover, the disappearance of the Insured Person will then be regarded as an event likely to trigger the covers of this policy.

If following payment the Insured Person is found to still be alive, the beneficiary(ies) will reimburse the Insurer with all the sums paid by the latter in the context of the payment of the benefit.

The benefits due in case of death and of permanent disability may not be accumulated.

**b. Permanent disability as the result of an Accident**

Where the Insured Person is the victim of an Accident which is included in the cover, and it is medically established that some permanent disability remains, the Insurer pays the capital sum calculated on the basis of the amount fixed in the Special Conditions multiplied by the degree of disability fixed in accordance with the Belgian Official Disability Scale (BOBI) in force on the day of the Accident, without however exceeding a degree of disability of 100%. Where the degree of disability is equal to or exceeds 66%, the disability will be deemed to be total and indemnified at the rate of 100%.

The benefit due with respect to any injury affecting limbs or organs which are already disabled or which have lost functionality will be based only on the difference existing between the condition before and after the Accident. The evaluation of injuries to a limb or organ cannot be increased by the pre-existing disabled condition of another limb or organ.

In case the consequences of an Accident are made worse by disabilities, illnesses, causes or circumstances incidental to the accidental event, the benefit cannot be higher than the benefit which would have been due had the Accident affected a healthy body.

The benefit is awarded based on the conclusions of the Medical Examiner appointed by the Insurer or on the medical certificates submitted where no Medical Examiner has been appointed.

If stabilisation has not yet taken place 12 months after the Accident, the Insurer may, at the request of the Insured Person, pay a provision equal at most to half of the minimum benefit which is likely to be awarded to the latter on the day of such stabilisation.

The benefits due in case of death and of permanent disability may not be accumulated.



### c. Repatriation of the body following an accidental death

The Insurer reimburses the costs relating to the repatriation of the mortal remains of the Insured Person to a cemetery in his former country of residence or usual place of residence; this includes post mortem examinations, embalming and the customs dues necessitated by the repatriation. The Insurer does not meet funeral expenses and burial costs.

The Insurer is not responsible for organising the repatriation.

### d. Search and rescue costs

The Insurer shall meet the justified costs of search and/or rescue, up to the limit of the sum specified in the special conditions, if the Insured Person is immobilised as the result of Bodily Injury.

**Age limit:** The Insured Person may be no more than 70 years of age upon conclusion of the policy. The cover shall terminate as of right on the first anniversary date following the day on which the Insured Person reaches 75 years of age.

**Beneficiaries in the case of death:** In case of the death of the Insured Person, the beneficiaries shall be as follows: Any spouse who is not judicially separated from the Insured Person, failing this, the children of the Insured Person, failing this, the **Partner** of the Insured Person, failing this, the rightful claimants of the Insured Person, except the State. Creditors, including the tax authorities, may not claim entitlement to benefit. The Insured Person may designate another beneficiary by writing to the Insurer.

**Flight risk:** The insurance extends to include the use as passenger of any aircraft or helicopter duly authorised for the transport of persons, provided that the Insured Person is not one of the crew and that he does not carry out during the flight any professional or other activity relating to the actual plane or flight.

**Exclusions:** The covers shall not apply in the following cases:

- War, Civil War. However, the Insured Person shall continue to benefit from coverage for 14 calendar days as from the start of hostilities whenever he is surprised by such events whilst Overseas and provided that he does not actively participate in the same.
- Intentional act and/or incitement and/or obviously reckless act, unless this is a deliberate attempt to rescue persons and/or animals and/or goods.
- Intoxication.
- Suicide or attempted suicide.
- Nuclear reactions and/or radioactivity and/or ionising radiation, except where incurred during medical treatment which is necessary as the result of an injury included in the cover.
- Sport, including training, practised professionally and/or against payment, as well as the following sports practised as an unpaid amateur: aerial sports, except ballooning.
- Mountaineering, rock-climbing, hiking away from well-used and/or officially marked paths.
- Big game hunting.
- Ski jumping, downhill skiing and/or snowboarding and/or cross-country skiing, all practised away from well-used and/or officially marked pistes.
- Caving, rafting, canyoning, bungee jumping, deep sea diving.
- Martial arts.



- Competition with motorised vehicles, with the exception of tourist rallies where no time and/or speed standard is imposed.
- Participation in and/or training and/or preparatory trials for speed competitions.
- Bets and/or dares - fighting and/or tussling, except in legal self-defence (a report from the authorities will serve as proof).
- Disorder and measures taken to combat it, unless the Insured Person and/or the beneficiary proves/prove that the Insured Person did not actively take part.

### **Benefits**

The benefits are determined based on the medical and factual data available to the Insurer. The Insured Person and/or the beneficiary(ies) are entitled to accept or to refuse the same. In the latter case, he/they must inform the Insurer of his/their objections by means of registered letter sent within 90 calendar days of receipt of the advice.

All benefits are payable without interest following acceptance by the Insured Person and/or the beneficiary(ies). In case of refusal by the Insurer, any claim to benefit shall lapse three years after communication of such refusal

### **3. NOTIFICATION OF INJURIES**

a) The **Policyholder** and/or the Insured Person must notify the Insurer as soon as possible of the occurrence of the claim by means of the documents made available to them. The Insurer must be informed immediately of any fatal Accident.

b) The Insured Person must provide the Insurer without delay with all useful information and meet the requests which are made to him, this with a view to determining the circumstances of the claim and ascertaining the scope of the same.

c) The Insured Person must take all reasonable measures to prevent and to lessen the impact of the circumstances of the loss.

If the Insured Person fails to meet one of the obligations cited under sub-paragraphs a) b) & c), and if this proves to be to the detriment of the Insurer, the latter shall be entitled to claim a reduction in the benefit payable by it, and this up to the limit of the detriment suffered by it.

The Insurer may refuse to provide cover if the Insured Person has, with fraudulent intent, failed to meet the obligations set out under sub-paragraphs a) b) & c)

### **4. THRESHOLDS OF INTERVENTION**

The previously defined sums insured constitute the maximum payable any one Insured Person under this policy for any claim covered, irrespective of the number of cards used. The maximum sum payable under this policy as the result of one and the same event may not exceed euro 5 million





Table of covers afforded by card:

Card	Type	Travel Accident death & disability	Travel Accident death children between 5 & 15 years of age	Search, rescue & repatriation costs
VISA	Corporate*	200.000 €	40.000 €	60.000 €
Mastercard	Corporate*	200.000 €	40.000 €	60.000 €
Travel Key		300.000 €	NA	60.000 €
Epay		300.000 €	NA	60.000 €
Related*		200.000 €	40.000 €	60.000 €

\*Visa or Mastercard Cards issued by AirPlus International on the following BIN codes : Visa : 485778, 485754, 485756, 439078 and Mastercard: 558799, 558742, 558761, 512593

The benefit in case of death for children less than 5 years of age is limited according to the statutory provisions in force.

The amount of the cover may be increased to 300.000 € or 400.000 € as provided for by the master policy, which AirPlus International has an up-to-date list of and which is shown in a monthly report. The search and rescue costs covers remain unchanged.

## 5. GENERAL PROVISIONS

**Territory: Worldwide.**

**Loss adjustment and payment of the indemnity:** An expert can be sent by the Insurer to examine the circumstances of the Loss and to determine the amount of the indemnity.

**Effective date of the coverage:** The coverage of this contract begins at the inception date of the Card.

**Termination:** The coverage shall end rightfully in case of non-renewal or revocation of the Card, or in the case of termination of the insurance contract between the Policyholder and the Insurer, on the date on which the contract will be terminated.

**Limitation period:** the limitation period for any action arising out of the insurance contract shall be three (3) years as from the date of the event which gives rise to the action. However, if the claim is provided timely, the limitation period shall be suspended until the date the Insurer notifies in writing of his decision to grant or refuse the claim.

**Language:** The Insured Person may communicate with the Insurer and obtain documents and/or other information in the language of the general terms and conditions.

**Settlement of complaints and disputes:** in case of any problem with regard to the application of the insurance policy, the Insured Person may contact the Insurer. The Insurer strives to treat the Insured Person in a courteous, fair and prompt manner. If despite the efforts of the Insurer, the Insured Person is not satisfied, it can address a complaint:

- By e-mail: [belgium.complaints@aig.com](mailto:belgium.complaints@aig.com)
- By phone: 02 739 9690
- By fax: 02 739 9393
- By ordinary mail: AIG Europe S.A., Complaints, Boulevard de la Plaine 11, 1050 Brussels

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The Insurer requests the Insured Person to mention the policy number and/or claim file number and, if available, the name of the contact person within the Insurer.

### **Ombudsman for Insurances**

If the Insurer cannot provide the Insured Person with a satisfactory solution and if the complaint of the Insured Person relates to the insurance agreement, the Insured Person can also address the Ombudsman for insurances at de Meeussquare 35, 1000 Brussels - TEL 02 547 5871 - FAX 02 547 5975 – info@ombudsman.as – www.ombudsman.as.

As AIG Europe S.A. is a Luxembourg based insurance company, in addition to the complaints procedure set out above, you have access to Luxembourg mediator bodies for any complaints you may have regarding this Policy. Contact details of the Luxembourg mediator bodies are available on AIG Europe S.A.'s website: <http://www.aig.lu/>.

Filing a complaint does not prejudice the possibility of the Insured Person to start legal proceedings.

**Applicable Law and Jurisdiction:** The present contract is governed by the Belgian law. Any dispute with regard to the implementation or the interpretation of the present contract will be subject to the exclusive competence of the Belgian courts.

### **Personal Data:**

#### **How we use Personal Information**

We are committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) to share their Personal Information with us.

**The types of Personal Information we may collect and why** - Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) or (where we require it and are legally permitted to collect it) information about criminal convictions, as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Assessments and decisions about the provision and terms of insurance and the settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis
- (Internal) audit

**Sensitive Personal Information** – In connection with the provision of insurance and the assessment of a claim, we will collect, use and disclose certain Sensitive Personal Information concerning your health and medical conditions. Where we do this, we will do so with your explicit consent and as otherwise permitted by law.





**Sharing of Personal Information** - For the above purposes, Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

**International transfer** - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence).

When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – You have a number of rights under data protection law in connection with our use of your Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to request that we correct inaccurate data, erase data, or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator in your country. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

**Privacy Policy** - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at <http://www.aig.be/privacy> or you may request a copy by writing to: Data Protection Officer, AIG Europe, Pleinlaan 11, 1050 Brussels or by email at: [dataprotectionofficer.be@aig.com](mailto:dataprotectionofficer.be@aig.com).

**Subrogation** : By paying the compensation, the Insurer becomes subrogated in the amount of the indemnity to the rights and actions of the Insured Person or the beneficiary/beneficiaries against the third parties responsible for the damage.

**Conflicts of interests:** A rigorous policy for the management of conflicts of interest has been implemented by the Insurer in compliance with the legislation in force. Severe fairness and integrity standards are being applied in this regard. Additional information on the conflicts of interest policy can be requested in writing at AIG Europe S.A., Compliance Dept, Pleinlaan11, 1050 Brussels.

## GENERAL EXCLUSIONS

The Insurer shall not be deemed to provide cover and the Insurer shall not 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 the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Belgium or United States of America.

The aforementioned General Definitions, General Provisions and General Exclusions apply to all the guarantees set out below, even if they are not explicitly mentioned.

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