

General Provisions for Travel Insurance LuxairTours – 01/04/2017

Travel insurance is optional. These General Terms and Conditions are applicable to all subscriptions from the winter 2017 catalogues.

Brief summary of the proposed coverage:

You are insured in accordance with the General Terms and Conditions below against various risks during the insured trip:

- **Legal protection:** Reimbursement of up to a maximum of EUR 5,000 for costs and fees for your defence before a criminal court abroad.
- **Bail:** Maximum EUR 12,500 advance funds to pay the bail required by the authorities in the event of legal proceedings abroad. The intervention of a lawyer is also provided for within the limit of EUR 5,000.
- **Luggage:** Intervention in the event of damage to luggage due to theft or other accidental causes. Depending on the trip booked, the coverage is set at a maximum of EUR 2,000.
The insurance will also reimburse up to EUR 750 for essential purchases in the event of a delay of more than six hours of checked in luggage.
- **Travel accident** Payment of the agreed benefits, if during the trip you are the victim of an accident resulting in bodily injury or death. The insured amounts are set at EUR 10,000 in the event of death and EUR 15,000 in the event of permanent disability according to the disability scale.
- **Deductible for rental vehicle:** The Company guarantees the reimbursement of up to EUR 1,000 for any excess applied to a car type vehicle (driving licence B) rented at the destination.
- **Assistance to insured persons:** Coverage of costs incurred in the following cases:
 1. Repatriation of the Insured Person for medical reasons to the country of residence
 2. In the event of death, repatriation of the remains to the country of residence
 3. Reimbursement of medical expenses for treatment required abroad **up to a maximum of EUR 50,000**
 4. Search and rescue costs abroad **up to a maximum of EUR 5,000**
 5. Visiting a relative in case of hospitalisation abroad
 6. Early return

In the event of a claim, only the General Terms and Conditions below are valid.

I. GENERAL TERMS AND CONDITIONS

1. Law applicable to the contract

This contract is governed by Luxembourg legislation on insurance contracts. The rights and obligations of the contracting parties are determined by these General Conditions and the Special Conditions of policy 35/1822.

2. Benefits granted

The person or persons having subscribed to the optional insurance "Travel Assistance" offered as part of a LuxairTours trip with Luxair S.A. are insured by **LA LUXEMBOURGEOISE** Société Anonyme Assurances 9, rue Jean Fischbach L-3372 Leudelange, R.C.S. Luxembourg B 31035 against the following risks:

1. ASSISTANCE DURING THE TRIP

- 1.1. **LEGAL PROTECTION**
- 1.2. **ADVANCE ON BAIL**
- 1.3. **LUGGAGE**
- 1.4. **TRAVEL ACCIDENTS**
- 1.5. **DEDUCTIBLE FOR RENTAL VEHICLE**
- 1.6. **ASSISTANCE TO INSURED PERSONS: DKV Luxembourg S.A.** will cover the Assistance costs according to the following coverage:

- a. Repatriation of the Insured Person for medical reasons to the country of residence
- b. In the event of death, repatriation of the remains to the country of residence
- c. Reimbursement of medical expenses for therapy required abroad
- d. Search and rescue costs abroad
- e. Visiting a relative in case of hospitalisation abroad
- f. Early return

3. Definitions

Company

LA LUXEMBOURGEOISE Société Anonyme d'Assurances and **DKV Luxembourg S.A.** For the cover "Assistance to Insured Persons".

Insured Person

The person or persons who have taken out one or more optional travel insurance policies offered as part of a LuxairTours trip with Luxair S.A. and who are named on the travel ticket and/or other supporting document issued by the policyholder, also indicating the dates, destination and cost of the trip.

Policyholder

LUXAIR, Société Luxembourgeoise de Navigation Aérienne S.A., underwriter of the contract.

Luggage

Items taken on a trip for personal use by the insured person.

Accident

An event occurring beyond the control of the Insured Person and acting suddenly and violently from outside on the Insured Person's body.

Illness

Any involuntary and unforeseen change in functional or organic condition observed by a qualified physician affecting the Insured Person's normal activities.

Travel companion

The person who has booked and taken out insurance together with the Insured Person for a trip together, including the family members of the travel companion.

Family members

Parents or relatives who are related up to the second degree and persons living in a legal partnership or domestic community as well as parents-in-law, brothers-in-law and sisters-in-law.

4. Territorial scope

The insurance is valid worldwide.

5. Effect and duration of the insurance vis-à-vis the Insured Person

The insurance begins at the time the insured person checks in at the airport on the date of departure of the trip indicated on their ticket and/or other supporting document and ends at the time they recover their luggage on their return trip, at the latest at midnight of the day of the return date indicated on their ticket and/or other supporting document.

6. Subrogation

The Company that paid the indemnity is subrogated, up to the amount of the indemnity, to the rights and actions of the insured person or the beneficiary against third parties liable for the damage.

If, by the act of the insured person or the beneficiary, the subrogation can no longer produce its effects in favour of the Company, the Company may claim restitution of the indemnity paid to the extent of the damage suffered.

Subrogation may not harm the insured person or the beneficiary who has only been partially compensated. In this case, he/she may exercise his/her rights, for what remains due to him/her, in preference to the Company.

These provisions do not apply to the "Travel Accident" coverage.

7. Notifications

All notifications by the Company to the policyholder shall be validly addressed to the last known address of the policyholder. Notifications to the Company must be made to the Company's registered office.

8. Benefits in the event of a claim

The Company shall perform the agreed service as soon as it is in possession of all relevant information concerning the occurrence and circumstances of the loss and, where applicable, the amount of the damage.

The amounts due will be paid within 30 days of the amicable agreement or the enforceable court decision. In the event of an objection, the time limit shall only run from the day of release.

9. Time period

The limitation period for any action arising from the insurance contract is three years.

10. Disputes

In the event of a dispute concerning the insurance contract, a written complaint may be addressed either to the General Management of **LA LUXEMBOURGEOISE** L-3372 Leudelange, 9, rue Jean Fischbach, or to the Insurance Ombudsman (address: Association des Compagnies d'Assurances, or the Union Luxembourgeoise des Consommateurs), without prejudice to the policyholder's right to take legal action.

11. Jurisdiction

Without prejudice to the application of international treaties or agreements, any dispute arising from the insurance contract shall fall within the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg.

12. Exclusions common to all benefits

Claims are not covered if they arise due to:

- a. **A fraudulent or intentional act or gross negligence on the part of the Insured Person(s) or the beneficiary;**
- b. **As a result of the consequences of the Insured Person's chronic or pre-existing illness, unless the attending physician certifies that**
 - **the Insured Person was in a condition to travel when the trip was booked, whereas it appears that, on the date of departure, he or she is no longer able to complete the trip due to a condition requiring medical treatment**
 - **at the time of booking the trip, it was not expected that the Insured Person would require treatment related to the illness in question during the trip**
- c. **When the Insured Person is in a state of drunkenness or intoxication, takes hallucinogens, narcotics or drugs and misuses drugs.**
- d. **When the Insured Person is involved in a brawl (except in self-defence), a duel or a crime;**
- e. **When the Insured Person takes part as a competitor in races and competitions and in their preparatory tests, when motorized equipment is used (speed, regularity or skill exercises, even authorised, are treated as races or competitions);**
- f. **In the event of an earthquake or other cataclysmic event;**
- g. **During a civil or foreign war;**
- h. **By the direct or indirect effects of fire, explosion, heat release, irradiation, from transmutations of atomic nuclei or radioactivity, as well as by the effects of radiation caused by the artificial acceleration of nuclear particles.**
- i. **Following a professional activity at the place of destination.**

II. INSURED BENEFITS AND RISKS

1. ASSISTANCE DURING THE TRIP

1.1. Conditions for the legal protection guarantee

a. Guaranteed services

The Company reimburses the Insured Person of expenses and fees listed **up to a maximum of EUR 5,000**:

- for defence before a criminal court when summoned. **Fines and costs of criminal proceedings are not reimbursed**;
- to claim damages from third parties liable for bodily injury or property damage suffered by the Insured Person as a result of an event covered by this contract.
- **The Insured Person may only appoint a lawyer with the written consent of the Company.**

b. Exclusions

Cover is not provided:

- for claims for compensation for damage against the policyholder;
- for claims for compensation for damage of less than EUR 75;
- when the Insured Person's claim is not founded either in law or in fact;

1.2. Conditions for the advance on bail cover

In the event of legal proceedings abroad, the Company shall advance the amount of the bail required by the authorities **up to a maximum of EUR 12,500** per insured person prosecuted and shall pay the fees of a lawyer **up to a maximum of EUR 5,000**.

A period of three months, from the day of the advance, is granted to the Insured Person for the reimbursement of the advance. If the bond is refunded before this time by the authorities of the country, it must be returned to the Company immediately.

Legal proceedings in the country of residence of the Insured Person are not covered by the Company.

1.3. Conditions for luggage coverage

a. Insured coverage

Loss and theft of luggage

The Company guarantees coverage of luggage against loss, destruction or damage resulting from theft, assault, fire, explosion, or any other accidental cause. **The coverage is extended to the loss, partial or total damage of luggage in the custody of a carrier, accommodation or lockers.**

Delayed luggage

The Company will reimburse, on presentation of supporting documents, **up to a maximum of EUR 750 per incident** for emergency and essential purchases (strictly essential clothing and toiletries), if luggage duly checked in with a transport company arrives more than six hours after the Insured Person's arrival time at the destination. **This cover is not valid upon return to the country of residence..**

b. Limit of coverage

The insured capital is fixed

- For trips in the "HAPPY SUMMER", "FRIENDS & FUN" and "METROPOLIS" catalogues **at EUR 1,250**
- **For flights only, hotels only and free time at EUR 1,250**
- For trips in the "VAKANZ" and "DISCOVERIES" catalogues **at EUR 1,500**
- For trips in the "EXCELLENCE" catalogues **at EUR 2,000**

c. Compensation terms and conditions

If the items are repairable, the Company will pay, upon presentation of the invoice, the cost of the repairs.

If the cost exceeds the value of the object at the time of the loss, if the damage is irreparable or if the object has disappeared, the Company replaces the object on the basis of its replacement value. The replacement value is the replacement value of each object after deduction of the obsolescence resulting from wear and tear and the state of maintenance.

No replacement or repair may be carried out at the Company's expense without its prior consent.

If all or part of the objects are found, the Insured Person undertakes to immediately notify the Company. If these objects are found before payment of the indemnity, the Insured Person must take possession of them and the Company shall only be required to pay for any damage suffered. If the objects are found after payment of the indemnity, the Insured Person shall be entitled to repossess them in return for reimbursement of the indemnity after deduction of any damage.

d. Exclusions

The Company does not insure:

- a. forgotten, misplaced or lost items;
- b. jewellery when it is placed in checked luggage;
- c. breakage or loss of eye glasses, contact lenses, medical devices and prostheses in general
- d. the theft of objects left unattended in public places, at beaches, campsites and all other places accessible to the public;
- e. theft committed between 10 p.m. and 6 a.m. in a vehicle parked on a public road (except simultaneous theft of the vehicle) or in an unlocked vehicle;
- f. cash, banknotes, cheques, travel tickets, documents, securities or securities of any kind;
- g. natural pearls and precious stones not mounted or fallen from their mount;
- h. breaking of fragile objects and damage resulting from the pouring of liquids or due to atmospheric influences (sun, rain, etc.), unless such breaking or damage is caused by an accident by means of transport, a fire, an explosion, an attempted theft or assault or by *force majeure*;
- i. damage caused by natural wear and tear, clean defect, spontaneous combustion or russetting, defective packaging, cleaning, repair or restoration processes;
- j. damage caused to sports equipment as a result of their use;

1.4. Conditions for travel accident coverage

a. Guaranteed services

The Company guarantees the payment of the benefits agreed below, when during the trip the Insured Person is the victim of an accident resulting in bodily injury or death.

In the event of death

The capital is set at EUR 10,000.

If the Insured Person dies as a result of an accident covered by this contract, the Company guarantees the payment of the death benefit stipulated above to the surviving spouse, not divorced and not separated from bed and board, or failing that to the Insured Person's legal heirs immediately or within two years from the date of the accident.

If there are several beneficiaries, the capital is indivisible with regard to the Company, which will pay the beneficiaries on a collective receipt.

For a single accident, death and permanent disability benefits cannot be combined.

In accordance with the prior agreement given by the Insured Person, the attending physician and the physician who certified the death are required to send the Company's medical officer a certificate establishing the cause of death.

In the event of permanent disability

The capital is set at EUR 15,000.

If the Insured Person suffers from a permanent disability following a covered accident, Company guarantees the payment of an indemnity calculated by applying the rate of permanent disability to the total permanent disability capital

stipulated above.

The rate of permanent invalidity is determined, regardless of the Insured Person's occupation, on the basis of the invalidity scale set out below in point 2. Scale of disabilities.

The degree of permanent disability that the Insured Person suffers from will be determined only on the basis of the Insured Person's permanent state of health, **but at the latest within two years after the accident.**

One year after the accident, if the doctors cannot determine the final degree of disability, but assess it at at least 20%, the Company shall pay, upon request, a provisional indemnity calculated on half the foreseeable minimum disability rate.

b. Disability scale

NATURE OF THE CONDITION	DEGREE OF DISABILITY	
HEAD		
Total loss of both eyes	100%	
Incurable and total mental insanity	100 %	
Loss of one eye or loss of total vision in one eye	30%	
Incurable and total deafness	40%	
Incurable deafness in one ear	15%	
Loss of bone substance in the skull to its full thickness		
Area of at least 6 square centimetres	40%	
Surface area from 3 to 6 square centimetres	20%	
Surface area less than 3 square centimetres	10%	
Total removal of the lower jaw	60%	
Partial removal of the lower jaw, i.e. a rising branch in whole or half of the jawbone body	35%	
RACHIS-THORAX		
Total organic paralysis	100%	
Fracture of the dorsolumbar spine		
- severe cases (paraplegia)	75%	
- neurological syndrome – only mild cases	20%	
Lumbar vertebral compression confirmed by radiography	15%	
Fracture of the spine without spinal cord injury	10%	
Multiple rib fractures with persistent chest deformity and functional disorders	8%	
Fracture of the clavicle with clear consequences		
- Right	5 %	
- Left	3%	
LIMBS		
(a) disabilities involving two limbs		
Loss of both arms or both hands	100%	
Loss of both legs or both feet	100%	
Loss of an arm or hand together with loss of a leg or foot	100%	
b) upper limbs	Right	Left

NATURE OF THE CONDITION	DEGREE OF DISABILITY	
Loss of an arm or hand	60%	50%
Unconsolidated fracture of the arm (constituted pseudoarthrosis)	30%	25%
Loss of shoulder movement (total ankylosis)	35%	25%
Ankylosis of the elbow		
in a favourable position 15 degrees around the right angle	25%	20%
in an unfavourable position	40%	35%
Total paralysis of the upper limb (incurable nerve damage)	60%	50%
Complete paralysis of the circumflex nerve	20%	15%
Complete paralysis of the median nerve		
in the hand	45%	35%
of the hand	20%	15%
to the torsion channel	40%	35%
Complete paralysis of the radial nerve		
in the forearm	30%	25%
of the hand	20%	15%
Complete paralysis of the ulnar nerve	30%	25%
Wrist ankylosis in favourable position (in straight position and pronated)	20%	15%
Ankylosis of the wrist in an unfavourable position (bending or forced extension or supination)	30%	25%
Total loss of a thumb	20%	15%
Partial loss of a thumb (nail phalanx)	8%	5%
Total ankylosis of the thumb	15%	12%
Total amputation of the index	15%	10%
Partial amputation of the index finger	8%	5%
Amputation of a finger other than the thumb or index finger	8%	5%
Simultaneous amputation of thumb and index finger	35%	25%
Simultaneous amputation of the thumb and a finger other than the index finger	25%	20%
Simultaneous amputation of two fingers other than the thumb and index finger	15%	10%
Simultaneous amputation of three fingers other than the thumb and index finger	20%	15%
Simultaneous amputation of four fingers, including the thumb	45%	40%
Simultaneous amputation of four fingers with the thumb intact	40%	35%
c) lower limbs		
Amputation of the thigh (upper half)	60%	
Amputation of the thigh (lower half)	50%	
Total loss of the foot (tibi-tarsal disarticulation)	45%	
Partial loss of the foot		
sub-Tragalian disarticulation	40%	
mid-Tarsal disarticulation	35%	

NATURE OF THE CONDITION	DEGREE OF DISABILITY
Tarsometatarsal disarticulation	30%
Hip ankylosis	
in an unfavourable position	45%
in a straight position	35%
Knee ankylosis	
in an unfavourable position	25%
in a straight position	15%
Loss of extensive bone substance in the thigh or both leg bones, incurable	50%
Extensive loss of bone substance from the patella with large fragment spacing and considerable discomfort to leg extension movements on the thigh	
Loss of bone substance in the patella with preservation of movement	20%
Shortening of at least 5 centimetres of a lower limb	30%
Shortening of a limb from 3 to 5 centimetres	15%
Shortening by 1 to 3 centimetres	5%
Total paralysis of a lower limb	60%
Complete paralysis of the external popliteal sciatic nerve	30%
Complete paralysis of the internal popliteal sciatic nerve	20%
Complete paralysis of both nerves (external and internal popliteal sciatica)	40%
Total amputation of all toes	20%
Amputation of the big toe	8%
Ankylosis of the big toe	5%
Amputation of two toes	4%
Amputation of a toe	2%

ADDITIONAL PROVISIONS

1. If it is medically established that the Insured Person is left-handed, the disability levels provided for in the above scale sub b) upper limbs are reversed.

Amputation of the fingers (other than the thumb) and toes (other than the big toe) is only entitled to 50% of the compensation provided for the loss of these parts.

Cases not included in the above table are compensated in proportion to their severity, compared to that of the cases listed and without taking into account either the profession or the age of the Insured Person.

Concussive nervous disorders and peripheral nerve damage are only eligible for compensation if they are the result of a covered event.

In this case, an initial payment will be made on consolidation, which may not exceed half of the allowance corresponding to the degree of disability; the balance will be paid, if necessary, after a new medical examination carried out within a maximum period of two years from consolidation, which will determine the definitive disability level. In any event, the deposit paid will remain the property of the Insured Person.

In the event a single accident causes several of the disabilities described above, the different degrees of disability will be added together without exceeding in total 100%, or without exceeding for the same limb the level provided for the total loss of that limb.

The loss of limbs or parts already affected before the accident is only compensated for the difference between the condition before and after the accident.

c. Uninsured risks

The following are not considered as accidents and are not covered:

- a. suicide and attempted suicide;
- b. diseases, illnesses, medical conditions of any kind and their direct or indirect consequences, including allergic diseases, as well as surgical operations and their consequences, unless these diseases and operations are the direct consequence of a covered accident, varicose veins and their consequences, calluses, eczemas and dermatoses, even when they are produced by external agents;
- c. lumbagos, sciatica and hernias of all kinds;
- d. pregnancy disorders and related complications;
- e. accidents caused directly or indirectly by mental or nervous illnesses, mental disorders and similar disorders
- f. injuries caused by radiation devices and radioactive substances used in diagnoses and radiotherapy, unless they result from a malfunction or misuse for the person treated, or are the result of treatment which the insured person undergoes as a result of a covered.
- g. practising of the following sports: combat sports.

d. Evaluation and payment of services

The services evaluated by mutual agreement between the Company and the policyholder/Insured Person. In the event of disagreement on the importance of the service, it shall be established jointly by two experts, one appointed by the Insured Person and the other by the Company.

If the experts thus appointed do not agree, they shall appoint a third expert. The three experts operate jointly and by a majority of votes. If one of the parties fails to appoint its expert, or if the two experts fail to agree on the choice of the third expert, the appointment shall be made by the judge hearing the application for interim measures of the District Court of the Insured Person's domicile at the request of the most diligent party.

Each party shall pay the expenses and fees of its expert and, where applicable, half of the fees of the third party expert and the costs of his appointment. The experts are exempt from any legal formalities. These provisions shall in no way affect the right of the parties to have proceedings conducted through the courts.

If an illness or sickness which already existed before the accident or which occurred only after the accident, but which did not depend on it, aggravates the consequences of the accident, the Company is only required to cover the consequences which the accident would normally have had without the aggravating circumstances of such illness or sickness.

1.5. Conditions for the rental vehicle excess coverage

The Company guarantees the reimbursement of up to EUR 1,000 for any excess applied to a car type vehicle (driving licence B) rented at the destination.

1.6. Conditions for Assistance to Insured Persons coverage

a. Guaranteed services

DKV Luxembourg S.A. (hereinafter referred to as DKV) shall bear the costs incurred in the following cases, up to the maximum amount indicated:

1. Repatriation of the Insured Person for medical reasons to the country of residence
2. In the event of death, repatriation of the remains to the country of residence
3. Reimbursement of medical expenses for treatment required abroad **up to a maximum of EUR 50,000**
4. Search and rescue costs abroad **up to a maximum of EUR 5,000**
5. Visiting a relative in case of hospitalisation abroad

6. Early return

b. Definition:

Claim:

A claim arises due to the medical necessity to provide an insured person with curative treatment following an illness or accident. The claim begins with the curative treatment and ends when the results of the medical examinations have established that there is no longer any need for treatment.

If the curative treatment is to be extended to an illness or accident for which there is no causal relationship, a new claim will arise.

The death of the insured person is also considered a claim.

c. Insurance conditions for assistance services and illness expenses

1. DKV charges an assistance provider (hereinafter referred to as TPA) to assess the medical necessity of assistance or other services.
2. Medical assistance: In the event of a claim, the TPA appointed by the DKV contacts the competent doctor on site in order to make the best possible decision in consultation with him.
3. DKV will cover the cost of medically necessary transport **up to a maximum of EUR 50 000**. The TPA is responsible for deciding on the mode of transport. The costs for the repatriation of the patient's luggage are covered **up to a maximum of EUR 300**.
4. If an insured person dies during his/her stay abroad, the TPA will take care of the formalities on site. The TPA will organise and pay for the repatriation of the remains to their place of residence up to a maximum of **EUR 50 000**. The cost of the coffin will be covered **up to a maximum of EUR 1,000**. The costs for the repatriation of the deceased person's luggage are covered **up to a maximum of EUR 300**.
5. If the Insured Person has to be hospitalised, the costs exceeding the amount covered by the legal insurance will be covered **up to the amount indicated under No. 20**.
6. In the event that the Insured Person is hospitalised for more than five days, the TPA will organise and pay for the return trip of a close relative **up to a maximum of EUR 2,000**. Hotel costs will be covered by DKV **up to a total of EUR 1,000 and for a maximum of 10 days**.
7. If the Insured Person is the victim of a skiing accident resulting in a hospital stay of more than 24 hours, DKV will reimburse the unused days of its "ski lift" package **up to an amount of EUR 125**.
8. If the Insured Person is the victim of an accident on marked ski slopes, DKV will reimburse the costs of an emergency sled necessary for evacuation from the slopes by an official rescue service in the country concerned **up to a maximum of EUR 500**. The Insured Person must report the accident to DKV within 72 hours.
9. If necessary, in the event of a claim, the TPA will send a doctor to the site to take all necessary measures to ensure the Insured Person's proper recovery. The cost of this service will be covered **up to a maximum of EUR 3,000**.
10. Taxi fares will be covered **up to a maximum of EUR 500** in the event that the insured person has to go to hospital urgently and for visits by family members in the event of hospitalisation. (or travel companions in case of hospitalisation.) This package also includes taxi fares to the airport if the scheduled return flight is not possible under the conditions listed in points 11 or 19 attached.
11. If, for medical reasons, the Insured Person cannot fly back on the date initially planned, DKV will cover the cost of extending the stay **up to a maximum of EUR 1,000**.
If the sick or injured Insured Person travels with family members who are also covered by this policy, the costs of extending the duration of the stay will also be covered **up to a maximum of EUR 1,000 per person**.
If the sick or injured Insured Person travels with insured travelling companions, the cost of extending the stay of a travelling companion will also be covered **up to a maximum of EUR 1,000**.
If the return flight has to be modified for medical reasons and if a Luxair flight is unavailable within five days, the return expenses of another airline, for the Insured Person as well as for members of the family or a travelling companion, will be covered **up to a maximum of EUR 2,000**.
12. If, in the event of a claim, the Insured Person is accompanied by children under 18 years of age and no one is likely to take care of them, the TPA will arrange for a family member or other trusted person appointed by the Insured Person to travel to and from the event. The costs of this trip will be covered by DKV **up to a maximum of EUR 2,000**. In addition, the cost of accommodation at the hotel of the person concerned (family member or trusted person) will be covered, for a maximum period of five days **up to a maximum of EUR 500** until the next Luxair return flight.
13. If necessary, the insured person can request from the TPA all the information prior to departure concerning visas, passports and necessary vaccinations.

14. The TPA will send urgent messages free of charge relating to the coverage forming an integral part of this contract to any person domiciled in the Insured Person's area of residence, in compliance with the provisions of the amended law of 2 August 2002 on the processing of personal data and Article 300 of the amended law of 7 December 2015 on the insurance sector providing for professional confidentiality.
15. In the event of loss or theft of travel documents, the TPA will make every effort to assist the Insured Person on site with the formalities to be completed and to facilitate his or her return.
16. The TPA will provide the necessary emergency medicines if they are unavailable on site and will cover delivery costs **up to EUR 100**. The medicines must have been ordered by doctors recognised in this capacity in accordance with the applicable rules of the country concerned.
17. In the event of hospitalisation for more than 48 hours of a child under 16 years of age who remained at home, the TPA will organise and pay for the return of the Insured Person and the travelling companion **up to a maximum of EUR 2,000**. The Insured Person must provide a medical certificate mentioning the diagnosis and confirmation of hospitalisation for more than 48 hours.
18. In the event of a claim, the Insured Person will be entitled to language assistance through the TPA.
19. If the Insured Person has to interrupt his/her trip due to the unforeseeable death of a family member living in the Insured Person's country of residence or of a member who is irreplaceable in the day-to-day running of his/her business or represents him/her in his liberal profession, DKV will organise and pay for the return of the Insured Person and his family members **up to EUR 2,000**.
The same applies in the event of hospitalisation of a family member for more than five days in the Insured Person's country of residence or major material damage to the vacant residence of the Insured Person, whose presence on the spot is therefore essential. The Insured Person must provide a death certificate, or a medical certificate mentioning the diagnosis and confirmation of a hospitalisation of more than five days or a declaration of claim for events such as fire, water damage, storm, hail, explosion, implosion or burglary.
20. In the event of a claim, DKV will cover the necessary medical expenses **up to a maximum of EUR 50,000 per insured person**
21. DKV covers search and rescue costs **up to a maximum of EUR 5 000**. The rescue plan must have been launched by a local authority or rescue organisation recognised for this purpose. DKV must be immediately informed of the event and a certificate from the local authorities or rescue services must be sent to DKV without delay.

d. Exclusions

No right to assistance benefits or reimbursement of sickness expenses may be claimed in the following cases:

- a. **Services which, in the event of a claim, have not been reported to DKV Luxembourg S.A.;**
- b. **Cost of meals;**
- c. **Taxi fares, insofar as they are not explicitly mentioned in the services;**
- d. **The normally foreseeable harmful consequences of an act or omission committed by the Insured Person;**
- e. **Illnesses or accidents caused by any intentional act (for example: suicide, attempted suicide);**
- f. **The guaranteed services that DKV Luxembourg S.A. cannot provide for reasons of *force majeure* or for arbitrary decisions made by a person with authority or power;**
- g. **All costs not explicitly mentioned in the contract;**
- h. **Services performed without the agreement of DKV Luxembourg S.A. ;**
- i. **The treatments undertaken abroad for which the trip was the only one or one of the reasons;**
- j. **The cost of doctors and drugs prescribed at the Insured Person's home, even if it is the result of an accident or illness that has occurred abroad;**
- k. **Dental prostheses and crowns;**
- l. **Cure and sanatorium treatments, as well as rehabilitation care;**
- m. **Outpatient curative treatments in a spa or spa town. This restriction is waived in the event of the need for curative treatment following an illness independent of the reason for the stay or an accident occurring in the country concerned during a temporary stay;**
- n. **The treatments applied by the spouse, parents or children. Material costs are reimbursed in accordance with the rate;**
- o. **Aesthetic / cosmetic treatments of all kinds and their consequences;**
- p. **The expert reports and medical certificates to be presented by the subscriber;**
- q. **The purchase and repair of prostheses in general as well as the costs of glasses, contact lenses, etc.**

III. OBLIGATIONS IN THE EVENT OF A CLAIM

In the event of a claim, the insured person is obliged to:

1. For all the coverage under this contract:
 - a. inform the LuxairTours guide.
 - b. in the event of hospitalisation, contact immediately the LuxairTours ASSISTANCE SERVICE by calling: +352 253636346
 - c. give notice, as soon as possible, to the Company **LA LUXEMBOURGEOISE** of the claim, indicating the date and time, place, circumstances of the accident and foreseeable consequences. If this is impossible due to fortuitous circumstances or *force majeure*, the Company **LA LUXEMBOURGEOISE** must be notified as soon as is reasonably possible
 - d. provide the insurer without delay with all relevant and genuine documents and information and to respond to requests made to it to determine the circumstances and determine the extent of the loss.
 - e. take all reasonable measures to prevent damage and mitigate the consequences of the incident.

If the Insured Person does not fulfil one of the obligations provided for in the above-mentioned points and this results in damage to LA LUXEMBOURGEOISE, the latter is entitled to claim a reduction in its benefit. LA LUXEMBOURGEOISE may decline its coverage if the insured person has not fulfilled one of these obligations due to fraudulent intent.

2. For "Luggage" insurance:
 - a. in all cases:
 - as soon as possible and in any case within eight days of its occurrence, give notice of the claim to **LA LUXEMBOURGEOISE**, by completing the "Luggage Claim Form" (downloadable from www.luxairtours.lu) and attaching the requested documents;
 - b. in case of damage or loss by the airline:
 - have a Property Irregularity Report (PIR) drawn up immediately by the "Lost and Found" department of the terminal building,
 - keep the flight ticket, luggage label and boarding pass.
 - c. in the event of theft of luggage:
 - file a complaint with the competent authority and request a certificate of complaint with a detailed description of the circumstances that gave rise to the incident, listing all the facts, stolen objects, evidence of burglary or evidence of physical violence; request a copy of the certificate and attach witness statements, if possible..
 - provide the paid purchase invoice.
 - d. in the event of damage to luggage:
 - have the damage immediately recorded by the competent persons (hotel, consignment, transport company, etc.),
 - make the contradictory observation with the company (hotel, consignment, transport company, etc.),
 - immediately have a report drawn up by the competent authorities or by the person responsible, obtain a copy of the reports and attach the testimonies, if possible,
 - keep the damaged object in order to present it to the insurer upon request,
 - keep the paid repair invoice.
3. For "TRAVEL ACCIDENTS" insurance
 - a. In the event of hospitalisation, contact the LuxairTours ASSISTANCE SERVICE immediately by calling: +352 253636346
 - b. in the event of death, send **LA LUXEMBOURGEOISE**, a certificate establishing the cause of death;
 - c. send, at their own expense, to **LA LUXEMBOURGEOISE** a certificate indicating the nature and location of the injuries or lesions found on the Insured Person, their cause and their probable consequences, and forward the certificate in due course by a certificate of cure or consolidation specifying the respective duration of total or partial incapacity, and, if applicable, the remaining permanent disability;
 - d. to answer all requests for additional information on the incident from **LA LUXEMBOURGEOISE**.
4. For "ILLNESS AND TRAVEL" insurance:

- a. In the event of hospitalisation, contact the LuxairTours ASSISTANCE SERVICE immediately by calling: +352 253636346
- b. request a certificate from the doctor requesting that he/she include his/her diagnosis of the injuries or disorders observed and his/her opinion on their origins and consequences
- c. DKV LUXEMBOURG pays processing costs in addition to the indemnities or benefits guaranteed to the beneficiary or his/her heirs by the Social Security or by any other retirement fund covering the same costs. Consequently, the beneficiary undertakes to take all necessary steps abroad and at home to recover the processing costs from these organisations. The balance will be reimbursed by DKV LUXEMBOURG on presentation of the completed "Declaration of Costs of Illness" form (downloadable from www.luxairtours.lu), the statement of your illness funds and/or any other pension fund and a copy of the invoices.

5. For the "ASSISTANCE TO INSURED PERSONS" insurance:

- a. Inform the LuxairTours guide.
- b. Contact DKV Luxembourg as soon as possible by contacting the LuxairTours ASSISTANCE SERVICE, before taking personal initiatives to obtain assistance, in order to enable the assistance to be implemented as efficiently as possible.
- c. LuxairTours Assistance Service: + 352 253636346

Claims declarations should be sent by post, fax or e-mail to:

Address: **LA LUXEMBOURGEOISE** Société Anonyme d'Assurances, L-2095 LUXEMBOURG

Fax: (00352) 4761 6868

E-mail: luxair@lalux.lu