Terms and Conditions of Insurance OptiHome

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The cover of your policy applies to:

At the insurance location situated in Luxembourg

- Fire and assimilated perils
- Storm and hail
- Electrical damage
- Glass breakage
- Theft
- Multimedia material
- Earthquakes
- Rain and inundations
- Responsibility as a tenant, co-owner, owner
- Responsibility deriving of insured buildings
- Emergency@Home
- Assistance Handyman

Worldwide

- Private civil liability
- Mobile multimedia material
- Travel: cancellation, luggage and assistance
- Property damage
- E-protection (limited to certain European countries according to the type of service)

1 Glossary

The insured parties are invited to read the following definitions to assist them in gaining a better understanding of the contract.

1.1 Accident

(this definition does not apply to the Third Party Liability and Legal Protection covers. The term "accident" for these covers is defined differently in the related special terms and conditions) Event that is at the same time sudden, unforeseen, unintentional, extraneous to the **Insured**, perfectly identifiable in space and time and which has caused **property damage**.

1.2 Accidental

Relating to an accident

1.3 Insured

(this definition does not apply to the following covers : Third Party Liability and Legal Protection. The term "accident" for these covers is defined differently in the related special terms and conditions)

1.3.1 the **Policyholder**,

1.3.2 the persons living with him in the same household;

1.3.3 his personnel and that of the persons living with him in the same household;

1.3.4 any other person that this contract would qualify as an **Insured.**

1.4 Attack

Any form of riot, public disorder, act of terrorism or sabotage, namely :

1.4.1 riot

violent demonstration, even if uncoordinated, by a group of people in an agitated state of mind, and involving disorder or unlawful acts as well as violence against the bodies maintaining public order, without seeking to overthrow the established public authorities;

1.4.2 public disorder

violent demonstration, even if uncoordinated, by a group of people who, without revolting against the established order, are nevertheless in an agitated state of mind, involving disorder or unlawful acts;

1.4.3 act of terrorism or sabotage:

action organised clandestinely for ideological, political, economic or social purposes, carried out individually or as a group and attacking people or destroying an asset:
- either to impress the general public and to create a climate of insecurity (terrorism);
- or to hamper traffic or the normal operation of a service or a company (sabotage).

1.5 Designated building

A set of fully enclosed and covered constructions, whether or not separated, situated at the location specified in the specific terms and conditions, including:

1.5.1 courtyards;

1.5.2 fences and hedges fencing the land on which the **designated building** is stood;

1.5.3 garages;

1.5.4 private greenhouses;

1.5.5 photovoltaic installations and solar panels;

1.5.6 immovable installations attached to the fixtures and that cannot be removed from the building without being damaged or without damaging the building part to which they are attached, to the exclusion of fitted kitchens;

1.5.7 the materials on site intended to be incorporated into the building

1.6 Designated property

Any **designated building** and all **contents** specified in the specific terms and conditions.

1.7 Jewellery

Items used for adornment:

1.7.1 in precious metal, i.e. gold, silver, platinum and vermeil;

1.7.2 with one or more precious stones, such as diamond, emerald, ruby and sapphire, or one or more natural or cultured pearls.

1.8 Loss of use of property

1.8.1 This includes:

1.8.1.1 the loss of usage of property incurred by the owner or the occupant who occupies the property free of charge, estimated at the rental value of the constructions specified under item 1.8.2 below;

1.8.1.2 the loss of rent increased by its rental charges incurred by the lessor if the constructions specified under item 1.8.2 below were effectively let when the damage occurred;

1.8.1.3 the contractual liability of the **Insured** for the aforesaid damage.

1.8.2 The loss of use of property is restricted

to the constructions or parts of constructions effectively damaged or rendered unusable by the damage. It is restricted to the normal restoration time, without this period being allowed to exceed 24 months from the date of the loss.

1.9 Collection

Set of objects assembled and classified for their documentary or aesthetic value, for their price or their rarity. For loss covered by the contract, the **Company** shall pay out € 15,000 per loss, all collections together.

1.10 Company

Insurance company AXA Assurances Luxembourg, with registered office at 1 Place de l'Etoile - L-1479 Luxembourg, which grants the covers.

1.11 Industrial dispute

All collective disputes in any form whatsoever that emerge as part of labour relations, including:

1.11.1 strike:

planned work stoppage by a group of wage-earners, employees, officials or self-employed workers;

1.11.2 lock-out:

temporary closure decided by a company to bring its personnel to compromise in an industrial dispute.

1.12 Contents

All assets listed below found in the **designated building**, including its courtyards and gardens that belong or are entrusted to an **Insured**.
This includes the following elements:

1.12.1 the furniture;

1.12.2 domestic animals, livestock and pets (except for those that normally live wild, even if they have been domesticated). They are covered in all places;

1.12.3 the only self-propelled vehicles not requiring a licence with two or three wheels with maximum 50 cc engines along with self-propelled garden machinery.

This does not include:
- unmounted precious stones and fine pearls;
- **financial valuables**.

1.13 Outbuildings

All premises, adjoining the designated building or otherwise, that complement the said building (such as cellars, sheds, garages, storage units), situated at the insured location as specified in the specific terms and conditions.

1.14 Constituent contract documents

The contract comprises:
- the insurance proposal: the proposal sets out all the characteristics of the risk as provided by the **Policyholder**, allowing the **Company** to accurately assess the risk;
- terms and conditions of insurance (general terms and conditions common to all the covers and special terms and conditions): they set out all rules governing the life of the contract;
- specific terms and conditions: they are specifically adapted to the risk to be insured specifically and are issued further to acceptance of the **Company**'s proposal;

They specify the characteristics and covers that are effectively taken out by the **Policyholder** under the contract.

1.15 Bodily injuries

Any bodily injury suffered by a natural person.

1.16 Property damage

Any deterioration or destruction of a thing or substance and any physical injury to animals.

1.17 Non-material loss

Monetary loss resulting from the loss of enjoyment of a right, the interruption of a service rendered by a person, or by a movable or immovable property, or from loss of a benefit, and directly following the occurrence of covered bodily injury or covered property damage.

1.18 Alarm and surveillance equipment

All devices, connected and installed permanently at the address specified in the specific terms and conditions, that monitor and protect the designated property against the risk of fire or intrusion.

1.19 Home automation equipment

All computer, electronic, electrical and telecommunication technologies applied in controlling a house via a central unit using a low-voltage electrical circuit to provide the functions of comfort, safety, surveillance, energy management, and communication between household appliances linked up to the system or to manage automatic devices, including equipment connected thereto.

1.20 Preservation expenses

These expenses relate to the measures put in place during the period normally required to reconstruct or reconstitute damaged property assets to prevent the material damage to the insured and salvaged property assets from worsening, plus the expenses for moving and replacing the said property assets to enable the damaged property to be repaired.

1.21 Deductible

Share of the damage to be paid by the **policyholder** during a loss.
Deductibles are accumulated if appropriate.

1.22 Landslide or subsidence

Landslide
Movement of a substantial mass of land due in full or in part to a phenomenon of a mass of earth flowing downwards on a slope or on a sliding layer and which destroys or damages property.

Subsidence
Lowering of the soil under the effect of tectonic movements or under the influence of external forces (collapse of natural or artificial cavities).

1.23 Inundation

Overflow of a water course or body of water, submersion of lands neighbouring the flood stage of a water course or abnormal presence of a large amount of water in a room.

1.24 Premises

Designated building or part thereof in which are found the **contents**.

1.25 Multimedia equipment

All assets listed below owned by the **Insured**:
- computer, tablet, games console peripheral equipment such as printer, screen, modem, keyboard, disc drive, music reader;
- digital stills camera, digital camcorder;
- telephone, answer phone, smartphone, telephone switchboard, fax machine, scanner, photocopier;
- television sets and flat screens, Home Cinema installation and hi-fi equipment.

1.26 Mobile equipment

Qualifies all **multimedia equipment** that can be used without being connected to a fixed installation.

1.27 Furniture

Any furniture assets, including any fixed fixtures or fittings or any layout brought in by the tenants or occupants.
The following items are equated with furniture:
- fitted kitchens if specified in the specific terms and conditions;
- assets for professional use owned by the **Insured** up to € 5,000, if specified in the specific terms and conditions;
- the assets belonging to guests up to € 5,000 and not included in the insured value.

1.28 Garden furniture

This **furniture** includes the following items, to the exclusion of decorative items: garden chairs, recliners, armchairs and tables, sunshades and arbours, barbecues, patio heaters, children's toys such as a Wendy house, trampoline, swing or toboggan.

1.29 Valuables

"Valuables" are understood to be:
- **jewels**, watches, precious stones, fine stones, pearls, solid precious metal objects (gold, silver, vermeil and platinum), when these items have a unit value of more than € 750 or a global value greater than € 2,500;
- antique furniture, clocks, works of art (sculptures, vases, paintings, drawings, etc.), tapestries, carpets, objects in ivory and fine stones, antique weapons, rare books, furs and all other rare or precious objects, when these items have a unit value greater than € 2,500;
- **collections** of all types when their total value is greater than € 2,500.

1.30 Personal belongings

All clothing and objects of the **contents** belonging to the **Insured** and taken with him on a temporary stay, to the exclusion of:
- **jewels**, bank notes, all types of security and rare or precious objects or metals;
- **multimedia equipment**;
- musical instruments;
- equipment used when playing sports, hunting or fishing.

1.31 Occupation

1.31.1 Regular occupation:

is said of all premises occupied every night.

However, during the twelve months prior to the claim, the **Company** agrees to:
- for a main residence, 150 nights unoccupied, including 110 consecutive nights maximum;
- for a second home, 300 nights unoccupied, including 180 consecutive nights maximum;

1.31.2 Irregular occupation:

is said of an occupation that does not meet the definition under item 1.31.1 above.

1.32 Torrential rain

Any meteorological event (like a “storm”) which causes the spillage of a significant amount of water in less than 24 hours in a limited region.

1.33 Prefabricated (standard construction)

Construction raised on the building plot using elements totally or partially pre-assembled at the factory.

1.34 Policyholder

The person who takes out the contract and who is responsible for paying the premium or any person being substituted for him by agreement of the parties or the beneficiaries of the Policyholder in the event of his death.

1.35 Recourse by tenants or occupants

The liability incurred by the **Insured** following a construction defect or maintenance fault of the designated building for:

1.35.1 property damage;

1.35.2 the expenses listed under the special terms and conditions "ancillary expenses".

The **Insured** must incur this liability in his capacity of:
- landlord, by virtue of Article 1721, sub-paragraph 2 of the Civil Code, with respect to tenants;
- or owner with respect to occupants other than the tenants.

1.36 Recourse by third parties (recourse by neighbours)

The liability that the **Insured** incurs by virtue of Articles 1382 to 1386 of the Civil Code for:

1.36.1 the property damage caused by an insured loss passed on to the assets owned by third parties;

1.36.2 the expenses listed in the special terms and conditions "ancillary expenses" when they have been exposed by the said "third parties" except those specified under item 3.1.9.6;

1.36.3 the business interruption suffered by the said "third parties".

"Third party" is understood to mean any person other than an **Insured**.

1.37 Termination

Definitive stopping of the insurance contract, its effects and its related covers.

1.38 Liability of the tenant or occupant

The liability for property damage incurred by the **Insured** by virtue of Articles 1302 and 1732 to 1735 of the Civil Code, if it results from the specific terms and conditions that the **Insured** is covered as occupant or tenant.

1.39 Sanitary fixtures

Sinks, washbasins, baths, shower trays, lavatories and bidets.

1.40 Temporary stay

This notion assumes that the **Insured** stays at least one night and a maximum of ninety consecutive days at an address other than that of his usual place of residence.

1.41 Safety lock/Security lock

"Safety or security lock" is understood to mean:
- for up-and-over doors: a device for blocking wheels in their tracks or a lock; with two anchoring points or two safety locks or an electric control;
- for sliding doors: a safety lock in addition to the closing system or an electric control.
- for the other doors: a double lock with a cylinder or pump mechanism.

1.42 STATEC

Service Central de la Statistique et des Etudes Economiques du Luxembourg (Central Statistics and Economic Studies Service of Luxembourg).

1.43 Surface area

It relates to the total area of all the levels evaluated from the outside of façade walls of all constructions making up the designated building.
It does not include bare attics and roof spaces, outbuildings of less than 15 m^2 floor area, roofs forming a terrace, cellars and garages located in an apartment building.
Attics and roof spaces are deemed bare when they have none of the following finishes: floor or wall coverings, heating, internal door and window joinery, shower rooms and cloakrooms.

1.44 Storm

"Storm" is understood to mean:
- the action of the wind measured at a top speed of at least 80 km/hr. by the weather station closest to the **designated building**, or
- action of the wind damaging other assets within 10 km of the **designated building** and items that can be insured against **storm** wind or with wind resistance equivalent to the insurable assets.

1.45 Earthquake

Natural earthquake:
- recorded with a minimum magnitude of four degrees on the Richter scale, or
- that destroys, breaks or damages assets that can be insured against this danger within 10 km of the **designated building** along with the resulting **flooding**, overflow, **back-up of public sewers** and **landslide or subsidence**.

1.46 Financial valuables

Ingots of precious metals, money, banknotes, postage stamps, shares, bonds or debts (mainly service vouchers, meal vouchers, gift cards, etc.), or other effects.

1.47 As new value

1.47.1 The cost of rebuilding the **designated building** as new,

including the fees for architects, design offices and all taxes and duties of all types generally if they cannot be recovered or deducted against tax.

1.47.2 The cost of replacing the **movable property** as new,

including all taxes and duties of all types generally if they cannot be recovered or deducted against tax.

1.48 Day value

The stock exchange or market value of a property asset on the day of the claim.

1.49 Real value

Value as new, with deduction for obsolescence.
Obsolescence is taken to mean the depreciation of the property based on its age and extent of its wear and tear.

1.50 Monetary value

The price of a property asset that the **Insured** would normally obtain if he were to sell it on the domestic market on the day of the claim.

1.51 Holiday home

Any building anywhere in the world not necessarily meeting the criteria listed under item 1.5 of these common definitions and which has been rented by an **Insured** or made available to him free-of-charge for a temporary stay, it being understood that the **designated building** is his usual place of residence.

1.52 Theft

Theft is understood to mean that a person has removed fraudulently a property asset not belonging to him. The fraudulent abstraction of other people's property for momentary use is equated with theft.

Depending on the circumstances of the theft, a distinction is made between:

1.52.1 simple theft:

theft committed by a third party without forcing, damaging or destroying any exterior closing devices - of a dwelling, vehicle or boat. The following shall not be considered as simple theft: theft committed inside the premises using forged, stolen or lost keys and theft committed inside the premises by a person who entered them clandestinely and became trapped.

1.52.2 theft by breaking and entering:

theft committed by a third party involving the forcing, damaging or destroying of any exterior closing device - of a dwelling, vehicle or boat.

1.52.3 violent theft:

theft committed by a third party through the use of threats or physical violence.

1.52.4 pick pocketing:

fraudulent act committed by a third party who steals a property asset by taking it without physical or psychological violence from the pockets of a garment or a purse/bag worn or carried by the **Insured** at the time of the robbery.

1.52.5 snatch and grab theft:

fraudulent act committed by a third party who steals a property asset within reach of the **Insured** by seizing and making off with it without physical or psychological violence and without the knowledge of the **Insured**.

1.53 Travel

Any journey lasting more than 24 hours undertaken by the **Insured** privately away from his usual place of residence.

1.54 Flood-prone area

Geographical area prone to flooding. This can be a natural or developed surface area capable of retaining temporarily:
- flood waters that have broken the banks of a water course,
- run-off water from a hillside,
- water upwelling from water tables.

2. General terms and conditions common to all covers

These common general terms and conditions apply to all of the special terms and conditions set out below, provided they do not expressly depart from them or waive the specific terms and conditions of the contract.

2.1 Purpose

The purpose of this contract is to cover within the contractual limits the compensation for damage that the Insured, or any other person on behalf or for the benefit of whom the contract is taken out, may suffer or who is responsible for the damage to the **designated property**.

2.2 Formation of the contract and duration

The contract is formed by the signature of contracting parties.
It takes effect on the date specified in the specific terms and conditions.
The time of the taking and ceasing effect of the insurance is set at midnight, unless stipulated otherwise.
The same provisions apply to any amendment to the contract.
The contract is agreed for the time provided for in the specific terms and conditions.
Nevertheless, the **Policyholder** and the **Company** have the right to terminate the insurance every year on the annual due date of the premium or, failing that on the date the contract came into effect, by sending a registered letter to the other party at least thirty days before this date on the part of the **Policyholder** and at least sixty days on the part of the **Company**.
Without prejudice to the previous sub-paragraph, for annual premium contracts, the **Policyholder** has the right to terminate the contract without thirty days from the date of despatch of the annual premium due date reminder.
At the end of the initial insurance period, the insurance is renewed tacitly year on year, unless it is agreed for a period of less than a year.
Under no circumstances can the tacit renewal period be greater than one year.

2.3 Preliminary statement

Whether the **Insured** is an owner, tenant or occupant free-of-charge of the **designated building** (or part thereof) or that he only insures the **contents**, all following conditions must be met at all times, unless expressed waived in the specific terms and conditions.

2.3.1 External walls

The external walls (including party walls and foundations) of each construction must include at least 50% non-combustible materials (excluding coverings).
However, exterior walls of **outbuildings** or building annexes used as accommodation can be in any material whatsoever provided they are not used for professional purposes.
Are also covered **prefabricated** constructions and constructions with non-combustible walls or panels but which stand on combustible bearing walls or are fixed to combustible supports.

2.3.2 Usage

The **designated building** can be used as housing and private garage.
Where the **Insured** is owner, tenant or occupant free-of-charge of part of the **designated building**, only the usage of this part is taken into consideration.

2.4 Statements by the Insured

The contract is drawn up and the premium is fixed on the basis of information provided to the **Company**.
The **Insured** must especially declare the capacities in which he is acting and the type of buildings to be insured.

2.5 Valuation of assets

Apart from the liability covers, where assessment is made as **real value**, the following rules apply.

2.5.1 Building

The building must be insured for the **as-new value** if the **Insured** is the owner or in **real value** if the **Insured** is a tenant. The valuation is based on the **surface area** of the **designated building** or on the basis of amounts for which the **Insured** is seeking cover.

2.5.2 Contents

2.5.2.1 Movable property

Movable property is insured at its **as-new value**, except for:
- linen and items of clothing that are covered at **real value**;
- **multimedia equipment**, **home automation equipment** and **alarm and surveillance equipment** more than one year old is covered for its **as-new value** with a deduction made for obsolescence determined as follows:

		Age of asset*				
		≤ 1 year	> 1 year and ≤ 2 years	> 2 years and ≤ 3 years	> 3 years and ≤ 4 years	> 4 years
Obsolescence to be deducted for:	Multimedia equipment	0%	20%	35%	50%	75%
	■ alarm and surveillance equipment ■ home automation equipment	3% a year maximum 75%				

* time between the date of purchase of the equipment and the date on which the damage occurred.

The amount thus obtained cannot exceed the **as-new value** of assets of comparable performances;
- electric and electronic equipment, except as listed in the previous point, more than two years old that is covered in its **as-new value**, with a deduction made for obsolescence of 8% a year of age elapsed. The amount thus obtained cannot exceed the **as-new value** of assets of comparable performances;
- **objects of value** that are covered for **market value**, unless a value has been approved expressly by the contracting parties;
- the **movable property** entrusted to an **Insured** (such as what has been rented or loaned to him), except for objects of value, which is covered for its **as-new value**.

2.5.2.2

Animals are insured at their current value, without taking their competition value into account.

2.5.2.3

Securities are insured at their current value.

2.5.2.4 Self-propelled vehicles (as stated in point 1.12.3 of the glossary) and trailers are insured at their real value.

2.6 Automatic adjustment of insured amounts, the premium, excesses and compensation limits

These provisions neither apply to the covers under the "Travel" option nor to the Emergency@Home, Assistance Handyman and E-protection covers.

2.6.1 Applicable index

2.6.1.1 The sums insured specified in the specific terms and conditions and the premium are adjusted automatically on the due date of the premium:

- for the **designated building**: according to the existing ratio between the six-monthly building cost index in force at this time and the one specified in the latest specific terms and conditions;
- for the **contents**: according to the existing ratio between the six-monthly consumer price index in force at this time and the one specified in the latest specific terms and conditions.

2.6.1.2 the compensation limits and excesses specified in these terms and conditions of insurance are adjusted according to the existing ratio between the six-monthly consumer price index in force at the time of the claim and that specified in contract amendment zero of the specific terms and conditions.

2.6.2 Determination of indices

The six-monthly cost indices are officially established by **STATEC**.

2.6.3 Adjustment of the sums insured in the event of a claim

In the event of a claim, the sums insured are calculated, with reference to the day of the claim, setting out from the last known index if it exceeds the index applied, in order to determine the most recent annual premium, or failing an annual premium, if it exceeds the index specified in the last specific terms and conditions.

2.6.4 Modifications at the request of the Insured

Independently of their automatic adjustment, the **Insured** can modify the sums insured specified in the specific terms and conditions at any time, by letter, to bring them more in line with the evaluations set out under item 2.5 above.

2.7 Statements when taking out the contract

The contract is drawn up from the information provided by the **Policyholder** to the **Company**.

2.7.1 Unintentional omissions and inaccuracies

In the event of an unintentional omission or incorrect statement, the **Company** can propose, within one month from the day on which it became aware of this statement, to alter the contract with effect from the date of receiving this information.
However, if the **Company** proves that it would not under any circumstances have covered the risk, it can terminate the contract within the same period as stated above.
If the contract amendment proposal is rejected by the **Policyholder** or if, at the end of a period of one month of receipt of this proposal, the latter has not accepted it, the **Company** can terminate the contract within fifteen days.
If a claim arises before the change of the contract or the termination has taken effect, the **Company** must provide the benefits. If the omission or inaccurate statement can be blamed on the **Policyholder**, the **Company** is only obliged to provide the benefits according to the ratio between the premium paid and the premium that the **Policyholder** should have paid.

2.7.2 Intentional omissions and inaccuracies

If the **Company** establishes that it has been misled by an intentional omission or intentional inaccuracy in the statement of risks, the insurance contract is null and void and it remains entitled to the premiums paid up to the time it received this information.
If the discovery is made when a claim is submitted the **Company** may decline cover. Furthermore, it has the right to claim reimbursement of all sums that have been paid previous as compensation.

2.8 Statements during the contract

The **Policyholder** must declare to the **Company**, by registered letter, any change in circumstances that could lead to a significant and sustainable aggravation of the risk of the insured event occurring as soon as he is aware of it and at the latest within one week.

2.8.1 Risk reduction

When the risk of an insured event occurring diminishes significantly and sustainably to the point that, if the reduction had existed when the contract was taken out, the **Company** would definitely have granted insurance cover under conditions different from the existing ones, it is required to grant a reduction in the premium with effect from the date on which it became aware of this reduction.
If, within one month from the request for a reduction by the **Policyholder**, the parties cannot agree on the new premium, the **Policyholder** can terminate the contract.

2.8.2 Risk aggravation

The **Policyholder** is obliged to declare any new circumstances or change in circumstances likely to lead to significant aggravation:
- of the risk of the occurrence of the insured event;
- of the intensity of this risk.

The following in particular constitute elements with the potential to aggravate the risk:
- modifying the **designated building**, its usage and its type of **occupation**;
- changing the **designated building**;
- changing the parameters considered in the system to cancel the proportional rule of amounts;
- the requalification of the habitable area as **Flood-prone area** as defined in point 1.54 of the glossary, if the **Policyholder** is so advised by his Municipality.

In the event of aggravation in such a way that if it had existed when the contract was taken out, the **Company** would not have agreed to the cover under the same conditions, it must, within one month from the date on which it became aware of the aggravation, propose an amendment to the contract back-dated to the date of the aggravation.
If the **Company** provides proof that it would not under any circumstances have covered this aggravation, it can terminate the contract within the same period as stated above.
Where the contract amendment proposal is rejected by the **Policyholder** or if, within one month of receipt of this proposal, the **Policyholder** has not accepted it, the **Company** can terminate the contract within fifteen days.
If a claim arises before the change of the contract or the termination has taken effect, the **Company** must provide the benefits. The same applies when failure to declare the aggravation cannot be attributed to the Policyholder.
If the failure to declare the aggravation can be blamed on the **Policyholder**, the **Company** is only obliged to provide the benefits according to the ratio between the premium paid and the premium that the **Policyholder** should have paid.
However, if the **Company** provides proof that it would under no circumstances have covered the aggravated risk, the benefits it provides are limited to the reimbursement of premiums paid relating to the period prior to the aggravation.

2.9 Premiums

2.9.1 Payment methods

The premiums (or, when split, the split premiums) and the expenses, taxes, charges and accessories permitted legally are payable in advance at the office of the **Company** or of the representative it has designated for this purpose.
Every time the premium falls due, the **Company** is required to advise the **Policyholder** of the due date and the amount for which he is liable.
Failing payment of a premium or split premium within ten days of it falling due and independently of the **Company**'s right to instigate legal proceedings to execute the contract, cover is suspended at the end of thirty days following the **Policyholder** being sent a registered letter to his last known address.
The registered letter contains official notification to the **Policyholder** to pay the lapsed premium, reminder of the due date and the amount of this premium and indicates the consequences of failing to pay by the expiry of the time provided for above.
No claim occurring during the suspension period can commit the **Company** to cover.
It has the right to terminate the insurance contract ten days after the expiry of the thirty-day deadline stated above.
Suspending the insurance cover does not affect the rights of the **Company** to demand payment of premiums falling due later on.
The non-terminated contract comes back into effect for the future the day after, at midnight, the day on which the lapsed premium was paid, or in the case of a split annual premium, the split premiums covered by the official notification and those falling due during the suspension period along with, if appropriate, the expenses of criminal and recovery proceedings.
Payment may be made directly to the **Company** or the representative it has designated for this purpose.
This right is nevertheless limited to premiums concerning two consecutive years.

2.9.2 Administrative expenses

Where the premium remains unpaid, the **Company** reserves the right to claim the administrative expenses relating to this delay from the **Policyholder**. These are due for each registered posting and are calculated as a fixed sum based on two and a half times the official tariff registered letters sent through the postal system.

2.10 Exclusions

These exclusions apply to all the covers listed in the special terms and conditions to this insurance contract.
The following are never covered:

- **damage caused by the Insured intentionally or wilfully or with his complicity;**
- **damage relating directly or indirectly to:**
  - **a natural disaster (volcanic eruption, etc.),** except for damage covered under the storm and hail, earthquake and rain & inundations covers;
  - **falling stones or rocks, a landslide or subsidence;**
  - **damage caused by war or similar actions, bacteriological or chemical attack and civil war, excluding legitimate defence and unless it is proved that the victim played no active part;**
- **damage relating directly or indirectly to any kind of requisitioning and total or partial occupation of the designated building or its contents by a military or police force, whether or not armed, by regular or irregular combatants, whether or not armed;**
- **damage relating directly or indirectly to the direct or indirect effects of an explosion, heat release or irradiation caused by transmutation of atomic nuclei or radioactivity, or radiation caused by the artificial radiation of particles, or any other atomic phenomenon;**
- **damage occurring whilst the Insured does not take or maintain certain measures mandatory under the contract relating to the physical state of designated property or arrangements for their protection, except if he provides proof that this failure to do so has nothing to do with the loss;**
- **damage caused to the contents by a change in temperature resulting from a stoppage or breakdown in the cold or heat production system, regardless of what caused this stoppage or breakdown, when this results in a loss not insured under this contract.**

2.11 Obligations and formalities to be followed in the event of a loss

In the event of a loss, and on pain of the **Company** electing to reduce its benefit up to the amount of the prejudice it has suffered, the **Insured** and/or the **Policyholder** must:

2.11.1 must take all reasonable measures to prevent and mitigate the consequences of the loss.

2.11.2 report the loss to the **Company** in writing (preferably by registered post) or verbally against receipt as soon as possible and at the latest within one week, except in unforeseen case or of force majeure.

However, this time is reduced to twenty-four hours:

2.11.2.1 in the event of a loss affecting animals;

2.11.2.2 in the event of an industrial dispute or an attack;

2.11.2.3 in the event of theft, attempted theft or breaking and entering, vandalism and malicious acts; in addition, the **Insured** is obliged to:

- register a complaint immediately with the judicial authorities;
- put in place all protective measures, particularly if bearer shares, cheques or other **securities** have been stolen.

2.11.3 specify in the notice of claim the date, type, causes, circumstances, consequences and place of the loss, the names, first names, age and domicile of injured parties, the name and address of the person causing the damage and, if possible, witnesses and indicate whether the authority's representatives have drawn up a report or statement.

If ill will, the **Policyholder** or the **Insured** submit false statements on the date, type, causes, circumstances and consequences of a loss, the **Company** can decline its cover;

2.11.4 in third party liability insurance covers, send the **Company**, as soon as received, all opinions, summons, subpoena, legal deeds and hearing documents sent, handed or notified to him, his employees or all other interested parties, on pain, in the event of negligence, of all damages due to the **Company** to repair the loss it has suffered;

2.11.5 refrain from any admission of liability, any transaction, any fixing of damages, any payment or any promise of a compensation. Admission of liability, transaction, fixing of damages, any payment or any promise of a compensation taken on the initiative of the **Insured** and/or the **Policyholder** cannot under any circumstances commit the **Company**, including with respect to third parties.

2.11.6 in case of property damage to **designated property**:

- do not repair or have repaired before verification by the **Company** or its agreement;
- do not abandon, even partially, the damaged property before expert assessment and agreement from the **Company**;
- do not destroy or throw away damaged property before verification by the **Company**;
- do not, unless strictly necessarily, make changes to the damaged goods so as to make it impossible or more difficult to determine the causes of the loss or estimate the damage.
- under the “rain and inundations” cover, and when construction takes place in a **flood-prone area**, the **Policyholder** should provide the **Company** with a copy of the planning permission issued by the authorities setting out all the construction conditions.
  Failing this, the **Company** reserves the right to refuse to pay for the loss.

2.11.7 provide the **Company** with all means of proving the existence, authenticity and value of disappeared or damaged goods. For the theft cover, the owner should justify the existence and possession of the asset. The option of providing this proof is decisive when settling the claim.

The following list is a guide to the documents that may be useful in a claim: purchase invoices in the name of the owner of the property assets, restoration or repair quotes, till receipts, warranty cards, auction sale slips, bank or credit card statements, loss assessments/estimations/certificates of authenticity for the property asset in question, established before the loss occurred by a recognised professional (e.g. antiques dealer for old furniture), photographs and/or videos taken ideally in the family surroundings, instructions for use and packing.

2.12 Damage estimation

The **property damage** to the **designated property** is estimated on the day of the loss taking account of the procedures and arrangements provided for under item 2.5.

2.12.1 The obsolescence of a damaged property or the damaged part of a property asset will be deducted for **as-new value** insurance, for the part that exceeds 30% of the **as-new value**, with this proportion being increased to 40% for claims under the "storm and hail" cover.

2.12.2 Without prejudice to the recourse to the judicial system, the **property damage**, the damage arising from the loss, the value of the **designated property** before damage and their percentage of obsolescence and, if appropriate, the normal reconstruction time are estimated by mutual agreement. Otherwise, they will be estimated by two experts nominated respectively by the **Policyholder** and the **Company**.

Should there be disagreement, these loss adjusters will be joined by a third loss adjuster to form a panel to rule by a majority of votes. However, failing a majority, the opinion of the third loss adjuster prevails.
Where one party fails to nominate its loss adjuster, the appointment is made at the request of the first party to take action by the President of the Court in the district where the **Policyholder** is domiciled. If the **Policyholder** is domiciled abroad, the President of the Court in the district of Luxembourg-City will be competent.
The same applies if the two loss adjusters do not agree on the choice of the third loss adjuster or if one of them does not fulfil his mission.
The loss adjusters also give their opinion on the causes of the loss and, if necessary, check the system to cancel the proportional rule of amounts.
Each party pays the fees and expenses of its assessor and half the fees and expenses of the third assessor and the Court expenses for having him appointed.
The expert assessment or any operation for the purpose of setting the amount of damage in no way prejudices the rights and exceptions that the **Company** could invoke. It does not therefore oblige the **Company** to indemnify the damage.
The same applies to measures put in place for the salvaged assets and the holding of damaged property.
Insofar as the contract covers assets for the benefit or on behalf of a person other than the **Policyholder**, this person is not involved in the estimation of damage and the salvage expenses.

2.13 Fixing the compensation

2.13.1 Insured damages are indemnified following these conditions and given the compensation limits agreed in the contract.

The compensation includes, provided that the **designated building** damaged is rebuilt or replaced, all taxes and duties paid by the **Insured**, insofar as he cannot recover or deduct them against tax.
This also applies even for a repair when applying obsolescence.

2.13.2 Additional rules on the compensation of the **designated building**.

2.13.2.1 Its compensation at **as-new value** has to be subject to its reconstruction, reconstitution or replacement.

2.13.2.2 Where it is neither reconstructed nor replaced, the compensation of the building insured at **as-new value** is limited to 80% of the estimated damage in **as-new value**, with obsolescence deducted in accordance with point 2.12.1, without prejudice to the application of other provisions in the contract relating to the reduction of benefits.

2.13.2.3 Where the cost of the reconstruction or the value of replacement is less than the compensation calculated in accordance with the rules set out above for the building damaged on the day of the loss, the compensation is equivalent to the said cost or value, increased by 80% of the difference compared with the compensation calculated initially, with deduction made of the percentage of obsolescent of the damaged building in accordance with point 2.12.1 and taxes and duties payable on this difference.

2.13.2.4 Where the damaged building is reconstructed or replaced for the same purposes, the compensation calculated on the day of the loss is paid in successive tranches as the reconstruction advances according to the procedures and arrangements stated under item 2.14.

2.13.2.5 Each tranche of compensation is increased by the rise, if any, in the last building cost known on the day of the loss during the normal period of reconstruction that started to run on the day of the loss, although the accumulated tranches of compensation may not exceed 120% of the compensation originally fixed nor the total cost of reconstruction.

2.13.3 Additional rules on the compensation of the movable property.

2.13.3.1 Its compensation at **as-new value** has to be subject to its reconstitution, reconstruction or replacement. The compensation will be paid as this operation advances.

2.13.3.2 Where the damaged **movable property** insured at **as-new value** is not reconstituted, the compensation is limited to 80% of the estimated damage in **as-new value**, with obsolescence deducted in accordance with point 2.12.1, without prejudice to the application of other provisions in the policy relating to the reduction of benefits.

2.13.3.3 In the event of damage to electrical and electronic equipment, the compensation is calculated according to the rules fixed under point 2.5.2.1 of these common general terms and conditions, knowing that the maximum obsolescence that can be deducted is 80%.

2.13.3.4 In the event of damage to a **collection**, the depreciation suffered by the disappearance or the total or partial destruction of one or more items is always excluded. The compensation for stamp collections is limited to two-thirds of the values specified in the most recent edition of the Yvert et Tellier, Prinet and Gibbons catalogues.

2.13.4 All fiscal charges apart from VAT imposed on the compensation are paid by the beneficiary.

2.14 Compensation payment

2.14.1 Where the damaged building is reconstructed or replaced for the same purposes, the **Company** undertakes to pay a first tranche equal to the minimum compensation fixed in the case of non-reconstruction or non-replacement within thirty days following the closing date of the expert assessment or, failing that, the date on which the amount of the damages was fixed.

The subsequent compensation tranches are paid as reconstruction advances, once the tranches already paid have been exhausted.
The last compensation tranche provided for when one building is being replaced by another is paid upon completion of the replacement asset.

2.14.2 Where the damaged **movable property** is reconstituted, the **Company** undertakes to pay a first tranche equal to the minimum compensation fixed in the case of non-reconstitution within thirty days following the closing date of the expert assessment or, failing that, the date on which the amount of the damages was fixed.

The subsequent compensation tranches are paid as reconstitution advances, once the tranches already paid have been exhausted.

2.14.3 After a claim, the **Company** and the **Insured** can nevertheless jointly agree on a different schedule for the payment of the compensation tranches.

2.14.4 In the case of non-reconstruction, the **Company** is only required to pay after becoming familiar with the most last mortgage list of the building. The compensation is payable within thirty days following the closing date of the expert assessment or, failing that, the date on which the amount of the damages was fixed. Legal interest automatically runs after this time.

2.14.5 The **Insured** must have met all his obligations under the contract at the date of closure of the expert assessment or, failing that, at the date on which the amount of damages was fixed. Otherwise, the aforesaid deadlines only take effect at midnight on the day following the day on which the Insured met the contractual obligations.

2.14.6 Notwithstanding the provisions under points 2.14.1 to 2.14.4 above:

2.14.6.1 if there are suspicions that the loss might be due to an intentional act by the **Insured** or the beneficiary of the contract, and in the case of **theft**, the **Company** reserves the right to obtain a copy of the records of the case. The request for authorisation to peruse them must be formulated no later than thirty days after the date of closure of the assessment or, failing that, the date when the amount of damage was fixed and the payment, if any, must be made within thirty days from when the **Company** was apprised of the conclusions of the said records provided the **Insured** or the beneficiary claiming the compensation is not being prosecuted.

2.14.6.2 in addition, if the fixing of the compensation or the liabilities insured are disputed, any compensation must be paid within the thirty days following closure of the said disputes;

2.14.6.3 the value added tax is only indemnified insofar as its payment has been justified.

2.15 Compensation beneficiary

2.15.1 The compensation is paid to the **Insured** except where the injured person has a specific right against the **Company,** in which case the compensation is paid directly to him.

2.15.2 For insurance taken out for account of a third party, or for the benefit of a third party, the **Policyholder** will advise the **Company** in writing to whom the compensation due following a claim is payable and the procedures and arrangements of this payment. The execution of this request by the **Company** will release it from all liability.

2.16 Reversibility

2.16.1 If, on the day of the loss, it appears that certain insured amounts exceed those resulting from the assessment procedures agreed under item 2.5, the surplus will be divided up among the amounts relating to insufficiently insured assets, whether or not damaged, and in proportion to the insufficiency of the amounts and proportionately to the levels of premium applied.

2.16.2 Reversibility is only granted for assets belonging to the same group up to a maximum 30%. For the theft cover, the reversibility only applies to the assets located at the address of the main risk.

2.17 Proportional rule

2.17.1 Proportional rule of amounts

If, on the day of the loss, notwithstanding the possible application of reversibility, the sums insured for the **designated asset** damaged are less than what should have been insured in accordance with point 2.5, the **Company** is only required to indemnify the damage in the existing proportion between the amount actually insured and what should have been insured.

2.17.2 Proportional rule of premiums

For unintentional cases of failure to declare other insurance policies, false statements, omission to declare an aggravation, erroneous statement of the **surface area**, the energy profile or the construction year of the **designated building**, the **Company** is only required to pay benefits in the existing proportion between the premium paid and the premium which the **Policyholder** should have paid if he had declared the risk properly.
This proportional rule for premiums will be applied cumulatively, as appropriate, with the proportional rule for amounts specified under item 2.17.1 above.

2.17.3 The proportional rule for amounts is however not applied :

2.17.3.1 when the insured amounts have been fixed by the **Company** or its representative;

2.17.3.2 when insuring the liability of a tenant or occupant of part of the **designated building** if the sum insured is at least :

- either the **real value** of the part of the **designated building** that the **Insured** rents or occupies;
- or twenty times :
  - the annual rent for the tenant occupying part of the building. If the heating, water, gas or electricity consumption expenses are included at a flat rate in the rental, they must be deducted from it;

the annual rental value of occupied parts for a partial occupant.
If the aforesaid liability is insured for a lesser amount, the proportional rule for amounts applies in the existing proportion between :

- the amount actually insured and
- the amount representing twenty times the annual rent or, in the absence of rent, twenty times the annual rental value of the parts occupied, although the amount thus obtained may not exceed the **real value** of that part of the **designated building** rented or occupied by the **Insured.**

2.17.3.3 the sums in compensation detailed under the special terms and conditions "ancillary expenses".

2.17.3.4 if the insufficiency of amounts or **surface areas** insured does not exceed 10% of the amount that should have been insured;

2.17.3.5 to insurance cover for extra-contractual third party liability;

2.17.3.6 to the insurance of the first absolute risk of **securities** and the other hypotheses stipulated expressly in the contract;

2.17.3.7 to insurance policies taken out in approved value.

2.18 Subrogation and recourse

The **Company**, which has paid the damage, is subrogated in all the rights of the **Insured** against third parties responsible for this damage and the **Insured** is liable for any act that could prejudice the rights of the **Company** against the third parties.
The subrogation cannot, under any circumstances, harm the **Insured** who has only been partly indemnified; he can exercise his rights for the surplus and maintains in this respect the preference on the **Company**, in accordance with Article 1252 of the Civil Code.
The **Insured** cannot waive legal action against those responsible or guarantors without the consent of the **Company**.
The **Company** nevertheless renounces, except in the case of wilful deception, any recourse exercised against:

2.18.1 an **Insured** for the **property damage** to the assets entrusted to him or that he insures on behalf of a third party, except as regards properties that he rents or occupies;

2.18.2 the bare owners and beneficial owners insured jointly by the contract;

2.18.3 the joint owners insured jointly by the contract;

2.18.4 the guests of the **Insured**;

2.18.5 the **Insured**'s landlord when this waiver of legal action is provided for in the lease;

2.18.5 the **Insured**'s tenants when this waiver of legal action is provided for in the lease;

2.18.7 the descendants, ancestors, spouse and direct relations of the **Insured**.

Any renunciation by the **Company** to legal action is only effective when the person responsible does not benefit from insurance covering his liability on the day of the loss.

If the person responsible is insured, the **Company** may exercise recourse up to the maximum sum insured.

2.19 Fate of damaged property assets

Except for real property, the **Company** can take back, repair or replace the damaged property assets.
The **Insured** cannot, in the event of a claim, abandon, even partially, the damaged property, except when stolen items have been found, according to the procedures and arrangements set out under item 3.1.6.5 "Recovered stolen items" of the special terms and conditions of the theft cover.

2.20 Termination of the policy

Either Party can end the policy in compliance with the rules set out by Articles 38 to 42 of the amended law on the insurance policy of 27 July 1997. In all cases, **termination** must be notified by registered post sent to our head office or our representative. Where the **Company** instigates the **termination**, this will be sent to the last-known address.

2.20.1 Termination by the **Policyholder** or the **Company**

Who can terminate?	In what circumstances?	Following what procedures?	Taking effect of the termination
The **Policyholder**	At the annual due date	By sending a notification of **termination** by registered post at the latest thirty days before the main due date	At midnight on the annual due date of the premium
	Cancellation of one or more policy covers	By sending a notification of **termination** by registered post at the latest one month before the main due date	On expiry of a period of one month with effect from the day following the notification of **termination**.
	In the event of **termination** by the **Company** after a loss of another of its policies	By sending a notification of **termination** by registered post at the latest one month following the notification of **termination** sent in advance by the **Company**.	On expiry of a period of one month with effect from the day following the notification of **termination**.
	When prices are increased	By sending a notification of **termination** by registered post at the latest within sixty days following the dispatch date of the due date reminder.	On the second day following the dispatch date of the **termination** letter, but at the due date at the earliest
	In the event of modification and if the **Company** does not reduce your premium (point 2.8.1)	By sending a notification of **termination** by letter with acknowledgement of receipt at the latest in the month following the **Policyholder's** request for reduction.	One month following the dispatch date of the notification of **termination**.
The **Company**	At the annual due date	By sending a notification of **termination** by registered post at the latest sixty days before the main due date	At midnight on the annual due date of the premium
	After the occurrence of a loss giving rise to an indemnification	By sending a notification of **termination** by registered post at the latest one month following the payment of the first service.	On expiry of a period of one month with effect from the notification of **termination**.
	In the case of non-payment of a premium or a split premium within ten days of it falling due.		After a period of forty days following official notice sent to the last-known address of the **Policyholder**.
	In the case of fraudulent breach by the **Policyholder** and/or the **Insured** of the obligations incumbent upon them in case of a loss	By sending a notification of **termination** by registered post at the latest one month after discovery of the fraud.	Within thirty days from the notification of **termination**.
	In the event of an omission or inaccuracy in the declaration of the risk	By sending a notification of **termination** by registered post at the latest following the time for consideration of one month granted to the **Policyholder** after the **Company's** proposal. (Points 2-7 and 2.8.2)	On expiry of a period of one month with effect from the notification of **termination**.
	In case of aggravation of the risk If the **Company** can prove that it would not have insured the risk or in the event that the proposed modification is refused		
	in case of death of the **Policyholder**	Within three months of the day on which the **Company** became aware of the death	One month with effect from the day following notification of the **termination** to the last known address of the **Policyholder**
	In case of bankruptcy of the **Policyholder**	In the month following the expiry of a three month period after declaration of bankruptcy	One month with effect from the day following notification of the **termination** to the last known address of the **Policyholder**
	In case of transfer of the property insured	The policy ends automatically with effect from the date on which the transfer is made (point 2.22)	

2.20.2 Termination of the Hunting civil liability cover

This can be terminated under the same conditions as the covers listed above and will come into effect after the thirtieth day following its notification to the ministry by registered post in accordance with Article 66 of the Law of 25 May 2011 relating to hunting and the regulation of the Grand Duchy.

2.20.3 Termination by the beneficiaries

Who can terminate?	In what circumstances?	Following what procedures?	Taking effect of the termination
Beneficiaries	in case of death of the **Policyholder** If the **termination** has not been requested, the contract continues without other formalities on behalf of the beneficiaries who remain jointly and severally liable for the obligations resulting from the insurance contract.	within the three months and forty days following the **Policyholder**'s death.	on expiry of a period of one month with effect from the day following the notification of **termination.**

2.20.4 Termination by the Official Receiver

Who can terminate?	In what circumstances?	Following what procedures?	Taking effect of the termination
Official Receiver	in case of bankruptcy of the **Policyholder.**	within the three months following the statement of bankruptcy.	on expiry of a period of one month with effect from the day following the notification of **termination**.

2.21 Form of the termination

Termination of the contract is notified by registered letter or by bailiff's writ or by remittance of a notice of **termination** against a receipt.

2.22 Transfer of an insured asset

2.22.1 Where an insured asset is transferred following the death of the **Policyholder**, the rights and obligations of the contract are maintained without prejudice to the application of point 2.20.3 for the profit of or payment by the new holders of the insured interest.

2.22.2 In case of transfer of an insured asset between living persons, the insurance contract ends automatically:

2.22.2.1 in terms of property: three months after the completion date, except if the contract ends before that. Until the expiry of this period, the cover of the transferor is also acquired by the transferee if he is not already covered under any other contract and provided that he waives his recourse against the transferor;

2.22.2.2 in terms of a movable asset: as soon as the **Insured** is no longer legally in possession of it.

2.23 Communication

The **Policyholder** should address any communication about the insurance policy to the **Company** in writing.
The domicile of the **Policyholder** is elected automatically at the address stated in the Specific Terms and Conditions. The notifications from the **Company** are validly made to this address.
Should the **Policyholder** change domicile, he must advise the **Company** in writing as quickly as possible.
Where there are several **Policyholders**, any communication sent by the **Company** to the address indicated in the Specific Terms and Conditions is enforceable with respect to all of them.

2.24 Data protection

In accordance with the Luxembourg law of 2 August 2002 on the processing of personal data the **Policyholder**, the **Insured** and the Beneficiary(ies) authorise the **Company** to collect, register and process the data communicated to it (including medical data) with the intention of assessing the risks, preparing, establishing, managing and executing the Policy, settling any losses and preventing any fraud. The **Company** is authorised to communicate the personal data about the **Policyholder** and the **Insured** to the insurers, reinsurers, consultant doctors and other service providers together with bodies or persons to whom the **Company** is required legally to communicate the said data in compliance with professional secrecy and in accordance with the modalities and conditions listed in Article 300 of the Luxembourg law on the insurance sector of 7 December 2015 relating to professional secrecy in terms of insurance.
The **Policyholder** and the persons involved in the **Policy** have the right to access and rectify any data about them which figure in any file in use by the **Company** by sending a dated and signed request to the Chargé de la Protection des Données (Data Protection Officer) at the following address for correspondence:
AXA Assurances Luxembourg S.A -1 place de l'Etoile - L-1479 Luxembourg.
From the date on which the Beneficiary irrevocably acquired the status of beneficiary, he also has the right to access the data about him and to request that they are rectified if the said data are erroneous, incomplete or have become obsolete.
The personal data are kept by the **Company** until the expiry of the Policy at the earliest and until the expiry of legal time limits at the latest.
In addition, these data may also be processed for commercial canvassing purposes with the express consent of the **Policyholder/Insured**.

2.25 Other insurance policies

If the risks insured by the contract are or have recently been covered by another insurance contract, the **Policyholder** must declare this to the **Company**.
In this case, all the insurance policies declared are considered for compensation, have been formed simultaneously and the compensation is split in the proportion of sums insured by each one.

2.26 Pricing

If the **Company** intends to change its pricing, it can only do this with effect from the next annual due date of the contract.

2.27 Dispute

If, despite the efforts made by the **Company** to resolve any problems that may occur during the insurance contract, the **Policyholder** is not satisfied by the response, he is invited to send his complaints to the **Company**'s General Management. He can also contact the mediation body instituted on the initiative of the Association of Insurance Companies and the Luxembourg Consumer Union without prejudice to the possibility of taking legal action.

2.28 Competent jurisdiction

Any dispute between the **Policyholder** and the **Company** arising from the contract is the exclusive competence of the Courts of the Grand Duchy of Luxembourg, without prejudice to the application of international treaties or agreements.

2.29 Prescription

Any action deriving from the contract lapses after three years, with effect from the event that opened it. However, if the person taking legal action proves that he did not know about that event until a subsequent date, the period only commences on that date, without exceeding five years from the date of the event, cases of fraud excepted.

In third party liability insurance, after expiry of this insurance contract, the cover is confined to the claims submitted within three years of the occurrence of the damage during the insurance period.

2.30 Applicable law

The contract shall be governed by Luxembourg law.

3 Property insurance

3.1 Basic covers

3.1.1 Fire and related risks

The present special terms and conditions shall apply if the specific terms and conditions specify that the "fire and related risks" cover has been granted.

3.1.1.1 Scope of cover

The **Company** shall insure the **designated property**, against the following risks:

3.1.1.1.1 Fire, that is to say, the destruction by flames spreading or likely to spread outside their normal range or objects not intended to burn at such time;

3.1.1.1.2 Explosion or implosion;

3.1.1.1.3 Lightning strike;

3.1.1.1.4 Electrocution of animals;

3.1.1.1.5 Smoke and soot;

3.1.1.1.6 Damage to insured **furniture** and to the **designated building** by a sudden event resulting from the sudden action of heat or direct or immediate contact with the origin of the fire or an incandescent substance, even when there was no blaze or outbreak of fire.

3.1.1.2 Additional covers

The **Company** shall extend the scope of the cover, without additional premium, to include:

3.1.1.2.1 the thawing of perishable foodstuffs in deep freezers, freezers or refrigerators for domestic use as a result of change in temperature due to a stoppage in the generation of cold resulting from a loss covered by these special terms and conditions or by the specific terms and conditions of the "electrical damage" cover.

3.1.1.2.2 the degradation of the **contents** of dryers or washing machines as a result of a loss under one of the risks specified in the present special terms and conditions of the "fire and related risks" cover and the special terms and conditions of the "electrical damage" cover.

3.1.1.2.3 collision, with the exception of:

- **damage to contents by an Insured, or by an animal owned by him or having been entrusted to his care;**
- **damage to the designated building in case of removal of furniture;**
- **damage to property or to the animal that caused the collision;**
- **damage not resulting directly from a collision between two hard objects;**
- **damage caused by hail.**

3.1.1.2.4 the damage caused to property caused as part of a **theft** or attempted **theft** at **premises** that are regularly **occupied** as well as **theft** from parts of a building with the exception of:

- **damage to or theft of property located outside the building ;**
- **when the building is under construction, conversion or renovation, unless the Insured proves that this circumstance did not contribute to the occurrence or aggravation of the effects of the loss.**

3.1.1.2.5 damage caused by vandalism or a malicious act against the **designated building** provided that the following conditions are concurrently met:

- the **Insured** is the building's owner;
- the building is regularly **occupied**;
- the building is not under construction or conversion or renovation.

Compensation for damage caused by vandalism or a malicious act shall be granted without applying the proportionality rule up to a maximum of € 2,500 per loss.

3.1.1.2.6 to attacks and labour disputes:

The **Company** shall compensate up to € 745,000 per loss the damage directly caused to the **designated property**

- by third parties involved in such events;
- resulting from measures taken in the aforesaid cases by a legally constituted authority for the preservation and protection of the **designated property**.

In the event of loss, the **Insured** undertakes to perform in the shortest possible time all procedures to obtain compensation for the **material damage** suffered.
The **Insured** undertakes not to claim compensation from the **Company** for **material damage** of an amount for which he has been or may be compensated by any third party. In the event of double payment, the **Insured** shall reimburse the **Company** the benefits it has already paid out to him.
Pursuant to its business licence delivered by the public authorities, the **Company** reserves the right to suspend this cover by sending a registered letter. The suspension takes effect 7 days after notice was sent to the **Policyholder**.

3.1.2 Storm and hail

These special terms and conditions shall apply if the specific terms and conditions specify that the "storm and hail" cover has been taken out.

3.1.2.1 Scope of cover

The **Company** shall insure the **designated property** against **storm** (from 80 km/h), hail, snow or ice pressure, including damage relating to atmospheric precipitation such as rain, snow or hail penetrating inside the **designated building** due to the fact that it has been previously damaged by the aforesaid events.
Material damage caused to solar panels and/or photovoltaic installations are covered up to € 50,000 per loss.

3.1.2.2 Exclusions

However, cover does not extend to damage:
- **resulting from a failure to repair or maintain the designated building;**
- **caused to contents located inside a building not previously damaged by stormy wind, hail, snow or ice pressure;**
- **caused to any non-fixed objects located outside of a building, with the exception of garden furniture.** In this case, the compensation shall be paid out without applying the proportionality rule up to a maximum of € 5,000 per loss per annum;
- **caused to the following items fixed outdoors even though they would be considered immovable with regard to their use: mast, pole, pylon, billboard, lamp post, signboard, tent, tarpaulin, roof decoration (wind vane, etc.);**
- **caused to the following properties and their possible contents:**
  - **swimming pools,** unless this is specified in the specific terms and conditions;
  - **buildings under construction, conversion or renovation unless the Insured proves that this circumstance did not contribute to the occurrence or aggravation of the consequences of the loss.** This exclusion shall not apply if the building is closed and covered permanently with doors and windows permanently fitted;
  - **constructions being demolished or in a dilapidated state, that is to say, if the degree of age-life depreciation of the damaged part exceeds 40%;**
  - **constructions whose exterior walls are made of sheet metal, sinter cement and asbestos, of corrugated panels or light materials including wood, clay, plastic, chipboard panels and similar panels representing more than 50% of the total surface area of these walls;**
  - **constructions where wood, chipboard or similar, tarred cardboard, plastic or other lightweight materials (artificial slates and tiles, not including thatch or roofing) represents more than 20% of the total area of its roof;**
  - **constructions that are totally or partially open,** with the exception of awnings and canopies made of hard materials, carports and pergolas, **provided that such fittings are securely attached to the building or rest on foundations ;**
- **caused by the pressure of snow or ice and consisting of the deformation of the drainpipes or of the roof without this having any influence on its waterproofing;**
- **caused by a thermal shock, that is to say an abrupt variation in temperature;**
- **that is purely aesthetic.**

3.1.3 Electrical damage

The present special terms and conditions shall apply if the specific terms and conditions specify that the "electrical damage" cover has been taken out.

3.1.3.1 Scope of cover

The **Company** shall insure the **designated property** against the action of electricity.
The **Company** shall extend the scope of the cover, without additional premium, to include the costs incurred by:
- the search for the defect in the electrical installation that caused the loss;
- the search or replacement of the defective part that caused the loss;
- the restoration measures resulting from this work .

The material damage caused to solar panels and/or photovoltaic installations are covered up to € 50,000 per loss.

3.1.3.2 Exclusions

The following are not insured:
- **the costs of searching for the defect or defective part related to home automation equipment that caused the loss;**
- **IT and office automation equipment for professional use;**
- **equipment not owned by the Insured;**
- **damage to all data carriers and data processing software;**
- **the recovery of data;**
- **damage that comes under the manufacturer's warranty;**
- **damage insured by other divisions of the contract;**
- **damage to electrical appliances or equipment constituting goods for resale;**
- **damage caused when the building is under construction, conversion or renovation** unless the **Insured** proves that this circumstance did not contribute to the occurrence or aggravation of the loss;
- **damage to the contents of domestic appliances;**
- **damage to equipment over 15 years of age;**
- **loss or damage as a direct consequence:**
  – of the ongoing effects of use (wear and tear);
  – of a malfunction .

3.1.4 Water damage

The present special terms and conditions shall apply if the specific terms and conditions specify that the "water damage" cover has been taken out.

3.1.4.1 Coverage

The **Company** shall insure the **designated property** against water damage, that is to say:
the flow of water from hydraulic systems located inside the **designated building** and neighbouring buildings, as a result of the breakage, cracking or overflow of these systems;
- penetration or infiltration into the **designated building** of water from atmospheric precipitation as a result of the breakage, cracking or overflow in the external pipes intended for the evacuation of the water;
- accidental water leakage through roofs, glazed roof panels, terraces, balconies and balconies forming a terrace, loggias.

Water loss suffered in connection with a covered loss shall be compensated up to € 1,000.
The **Company** shall extend without additional premium the scope of the cover:
- to the costs of searching for leaks from faulty hydraulic systems in the **designated building** and the costs of opening and restoring walls, floors and ceilings to repair these systems;
- the costs related to the repair or replacement of the recessed or underground pipe that caused the loss;
- damage related to the flow of mineral oil as a result of breakage of systems (tank and pipes). The loss of mineral oil incurred as part of a loss is also covered.

3.1.4.2 Exclusions

Coverage shall not extend to include damage caused:

3.1.4.2.1 **to the roof of the building or the cladding and coatings that make it waterproof;**

3.1.4.2.2 **to the pipes, hydraulic systems and equipment, evacuation pipes, boilers, tanks, aquariums and waterbeds that caused the loss;** However, damage to embedded pipes is covered by the **Company**

3.1.4.2.3	**by condensation;**
3.1.4.2.4	**by porous walls** unless the damage originates in one or several neighbouring buildings or in a leak or overflow of hydraulic systems external to the **designated building**;
3.1.4.2.5	**by all the events potentially paid under the "storm and hail" cover or "rain and inundations" cover;**
3.1.4.2.6	**by infiltration of rainwater, snow and ice through openings closed or not, such as doors, windows, vents or skylights.**
3.1.4.2.7	**by groundwater infiltration;**
3.1.4.2.8	**by the damage caused by an object not connected to the hydraulic system of the building** except for aquariums and waterbeds**;**
3.1.4.2.9	**by exposed pipes, systems and appliances with visible and untreated corrosion spots;**
3.1.4.2.10	**when the designated building is under construction, conversion or renovation unless the Insured** proves that this circumstance did not contribute to the occurrence or aggravation of the loss**;**
3.1.4.2.11	**caused by ambient humidity, even subsequent to a covered loss;**
3.1.4.2.12	**by fungi or moulds, even subsequent to a covered loss;**
3.1.4.2.13	**by a lack of repair or maintenance or due to sealing that is missing, poorly designed or poorly applied;**
3.1.4.2.14	**during filling, revision work or repair of mineral oil systems and/or tanks.**

3.1.4.3 Duty of prevention

3.1.4.3.1 During the freeze period, if the **premises** are not heated or if the facilities are located outside, the **Insured** shall drain or protect pipes and tanks and heating systems not provided with a sufficient amount of antifreeze:

- in principal residences in the event the premises are left unoccupied for longer than 15 consecutive days;
- in second homes, in the event the **premises** are left unoccupied for longer than 3 consecutive days.

If the **Insured** fails to comply with these requirements, except in cases of force majeure, and if a loss occurs or is aggravated thereby, the benefit payable will be reduced by half. It is expressly specified that the cover is maintained if the damage caused by frost comes as a result of an unpredictable system failure occurring in the absence of the **Insured**.

3.1.4.3.2 The **Insured** must maintain, repair or replace the hydraulic and heating systems of the building as soon as he becomes aware of or is informed of their malfunction. Otherwise, the **Company** may refuse to pay out if non-compliance with this requirement has contributed to the occurrence of this loss. In the event of dispute, the burden of proof of compliance by the **Insured** with his obligations is incumbent on him.

3.1.5 Glass breakage

The present special terms and conditions shall apply if the specific terms and conditions specify that the "glass breakage" cover has been taken out.

3.1.5.1 Scope of cover

The **Company** shall insure the **designated property**, against accidental breakage and cracks of windows, glazing and mirrors. **Material damage** caused to the glass of solar panels and/or photovoltaic installations are covered up to a maximum of € 50,000 per loss.

The **Company** shall extend without additional premium the scope of the cover:
- to the accidental breakage of sanitary fixtures and the glazing of private greenhouses.
- the accidental breakage of ceramic hobs, as well as glazed parts of household appliances.
- to the loss of permeability of insulating glazing unless they are under warranty or the **Insured** is a tenant.
- the damage caused to frames, chassis, foundations located near the damaged windows;
- to the restoration of inscriptions, paintings, decorations, engravings appearing on damaged windows;
- to **material damage** caused to the **designated property** by flying debris from the insured glass.

3.1.5.2 Exclusions

Scratches, scrapes and chipping are never insured.
The cover does not extend to damage caused:

3.1.5.2.1 **to the glass parts of multimedia equipment;**

3.1.5.2.2 **when the designated building is under construction, conversion or renovation** unless the **Insured** can prove that this circumstance did not contribute to the occurrence or aggravation of the consequences of the loss;

3.1.5.2.3 **to ophthalmic lenses and glasses;**

3.1.5.2.4 **to cold frames and signs;**

3.1.5.2.5 **to glazing not yet fitted or whilst being transported;**

3.1.5.2.6 **to glazing used in the common parts of the designated building when the Insured is a partial owner, tenant or occupant;**

3.1.5.2.7 **to glass items, such as lamps, vases, dishes;**

3.1.5.2.8 **due to a failure to repair or maintain the chassis, bases and support of glazing and mirrors.**

3.1.6 Theft

These special terms and conditions shall apply only if the specific terms and conditions specify that the "theft" cover has been taken out.

3.1.6.1 Scope of cover

The **Company** shall cover, provided that a complaint has been filed with the competent judicial or police authorities:
- The theft or attempted **theft** of the **contents** or **valuables** located in the **designated building**.
- The damage caused by vandalism to the **contents** in the course of a **theft** or attempted **theft**.
- The **theft** or attempted **theft** of the **contents** stored in annexes even if not adjoining and equipped with cylinder locks. This benefit is paid out without applying the proportionality rule up to a maximum of € 2,500 per loss.
- The cost of replacing keys and locks of the **designated building** following the loss or **theft** of the keys, and subject to compliance with the obligations set out in section 2.11.2.3 of the common general terms and conditions. As for buildings occupied in part by the **Insured**, this benefit only applies to the doors giving direct access to the part occupied by him.

- **Burglary** in a building anywhere in the world, with theft of **personal items** owned by the **Insured** and moved in the course of a **temporary stay** up to a maximum of € 2,500 per loss.

When the specific terms and conditions specify that the "Privilège" formula has been taken out, the **Company** shall extend with no additional premium the scope of the cover to :

- **theft** perpetrated at the home of caretakers - or any other person acting and designated by the meeting of co-owners - of property that has been entrusted to them by the **Insured** or for the attention of the **Insured**. This benefit shall be paid out without applying the proportionality rule up to a maximum of € 2,500 per loss;
- **theft** or attempted **theft** of **garden furniture**, power and non–power tools, or plantations located at the address of the risk, even outside the **designated building** . This benefit is paid out without applying the proportionality rule up to a maximum of € 5,000 per loss;
- **theft with violence** to an **Insured** worldwide including intrusion into a moving vehicle.

This benefit is paid out without applying the proportionality rule up to a maximum of € 6,000 per loss; the valuables are compensated up to a maximum of € 750 per loss;

When the specific terms and conditions state that the "Active" formula has been taken out, the **Company** shall extend the scope of the cover, without additional premium, to include : **theft with violence** against the **Insured** worldwide, including intrusion into a moving vehicle. This benefit shall be paid out without applying the proportionality rule up to a maximum of € 2,500 per loss. The valuables are compensed up to a maximum of € 750 per loss.

3.1.6.2 Excluded thefts

The exclusions referred to in the general terms and conditions common to all covers shall apply. Moreover, the following are not insured :

3.1.6.2.1 **simple thefts;**

3.1.6.2.2 **theft by pickpockets or on the sly committed outside the designated building;**

3.1.6.2.3 **thefts in insured premises with an irregular occupancy;**

3.1.6.2.4 **thefts committed by or with the complicity of**

- **the policyholder, his spouse, ascendants or descendants and spouses of these people;**
- **the Insured;**
- **any person employed by the Insured during the hours of service and, if these thefts were committed outside thereof, other than by burglary or with violence.**

3.1.6.2.5 **thefts of motor vehicles -** with the exception of gardening plant **- trailers not kept in the designated building, and the theft of their accessories and their contents ;**

3.1.6.2.6 **theft of goods lying outside, in courtyards, gardens -** except **garden furniture,** power tools or non-power tools and plantations located at the address of the risk **- in the corridors and access passages, as well as in adjacent or remote outbuildings with or without interior communication with the main building and not fitted with a cylinder lock;**

3.1.6.2.7 **if the Insured occupies the designated building only partially, theft of property in public areas and the contents of garages, cellars and attics if they are not closed by a security lock;**

3.1.6.2.8 **theft of animals;**

3.1.6.2.9 **thefts committed when the designated building is under construction, conversion or renovation** unless **the Insured** can prove that this circumstance did not contribute to the occurrence or aggravation of the consequences of the loss;

3.1.6.2.10 **theft of goods of which the Insured is not the owner;**

3.1.6.2.11 **breach of trust.**

3.1.6.3 Compensation limits

Where the specific terms and conditions specify that the "Privilège" formula has been taken out, the compensation is limited per loss:

- to 40% of the amount specified in the specific terms and conditions under **contents**, for items such as antiques and **valuables** ; for **collector** stamps, the compensation per stamp shall not exceed € 500;
- € 1,500 per loss for the set consisting of cash, banknotes, coins and ingots of precious metals, securities and **financial valuables**, savings books, service vouchers, meal vouchers, minicash cards, unset gemstones and pearls;
  These objects are insured:
  – if they are under lock and key;
  – with a limit of € 750 per loss if they are not under lock and key.

Where the specific terms and conditions specify that the "Active" formula has been taken out, the compensation shall be limited per loss:

- to the amount specified in the specific terms and conditions under the theft cover;
- up to 40% of the amount specified in the specific terms and conditions under the theft cover for items such as antiques and **valuables** ; for collector stamps, the compensation paid out per stamp shall not exceed € 500;
- to € 1,500 per loss for the set consisting of cash, banknotes, coins and ingots of precious metals, securities and **financial valuables**, savings books, service vouchers, meal vouchers, and unset gemstones and pearls;
  These objects are insured:
  – if they are kept under lock and key;
  – up to € 750 per loss if they are not kept under lock and key.

3.1.6.4 Security measures

The **Insured** must fit out the **premises** containing the insured property with the security devices listed below:

- doors to the outside or the common parts of the building: at least one **security lock** or security latch;
- easily accessible windows: shutters or bars or metal ornaments that only leave a free space of 17 or less between elements;
- vents: bars or metal ornaments arranged as stated in the previous paragraph.

The means of protection shall be maintained in good condition and used with due care and attention. In the event of a loss where the situation is aggravated by failure to use these protection systems, the **Company** reserves the right to reduce the compensation to the amount of the aggravation of the loss.

3.1.6.5 Recovered stolen items

If the stolen items are recovered, the **Insured** shall immediately notify the **Company**.
If the compensation has already been paid, the **Insured** must decide within fifteen days:

- to either relinquish the benefit of the items recovered to the **Company**;
- or take back the items recovered in exchange for refund of the compensation received, reduced by the amount of any costs of repairing the damage incurred.

If the compensation has not yet been paid out, it is payable only for the possible damage to these items.

3.1.7 Multimedia equipment

These special terms and conditions shall apply if the specific terms and conditions specify that the "multimedia equipment" cover has been granted.

3.1.7.1 Purpose of the cover

The **Company** shall cover any accidental breakage or destruction resulting from a fall, shock or penetration by a foreign body, which necessitates repair or replacement of the **multimedia equipment.**
The cover shall also be extended to the following equipment:

- **alarm and surveillance equipment**, active or at rest, disassembled, displaced or reassembled on the insured premises for the needs of their maintenance or revision, provided that the commissioning of this equipment has been entirely satisfactory;
- **home automation equipment.**

Provided that the theft cover has been granted, the **Company** shall also cover:

- the **theft** of the **multimedia equipment** when the **theft** was perpetrated outside the designated building;
- the **theft** of this equipment within a self-propelled land vehicle provided that the vehicle is also stolen or in the event of burglary of the vehicle;
- the **theft** of this equipment that an **Insured** moves on the occasion of a **temporary stay** in a building located anywhere in the world provided that a complaint has been filed with the competent judicial or police authorities.

Provided the fire, **storm**, **water damage**, **earthquake** or **rain and inundations** covers have been granted, the **Company** shall extend their respective scope of cover to all such equipment, when they were moved in the course of a **temporary** stay in a building located anywhere in the world.

The **Company** shall pay out its benefit without applying the proportionality rule up to a maximum of:

- € 10,000 per loss where the specific terms and conditions specify that the "Privilege" formula has been taken out;
- € 5,000 per loss where the specific terms and conditions specify that the "Privilege" formula has been taken out.

Where the specific terms and conditions specify that only the **designated building** is covered, the insurance applies to equipment attached to the fixtures and that cannot be removed from the building without being damaged or without damaging the building part to which they are fixed.

3.1.7.2 Exclusions

The following are excluded from the cover:

3.1.7.2.1 **any equipment not owned by the Insured;**

3.1.7.2.2 **the loss linked to the action of a virus and all consequential loss;**

3.1.7.2.3 **loss or damage caused by faults or defects existing at the effective date of this insurance and that were known to the Insured or his agents;**

3.1.7.2.4 **loss or damage as a direct result:**

- **of the ongoing effects of use (wear and tear);**
- **of a malfunction.**

3.1.7.2.5 **the costs incurred to repair malfunctions,** unless such defects are the result of a compensable loss or damage to the insured equipment;

3.1.7.2.6 **the maintenance costs of the insured equipment, including the cost of the parts replaced as part of maintenance work;**

3.1.7.2.7	**the loss or damage for which the manufacturer or supplier is legally or contractually responsible;**
3.1.7.2.8	**indirect loss of any nature whatsoever;**
3.1.7.2.9	**loss or damage to lamps, tubes, conveyor belts, fuses, seals, belts, chains;**
3.1.7.2.10	**aesthetic defects such as dents, scrapes, scratches or chipping;**
3.1.7.2.11	**loss of data;**
3.1.7.2.12	**damage with electrical origin;**
3.1.7.2.13	**damage equalling an amount less than € 60;**
3.1.7.2.14	**damage caused to the contents of the devices;**
3.1.7.2.15	**theft committed by or with the complicity of the :** ■ **Policyholder, spouse, ascendants or descendants and spouses of these people;** ■ **the Insured ;** ■ **any person employed by the Insured during the hours of service and, if these thefts were committed outside these hours, except by burglary or with violence.**

With regard to the parts specified in paragraphs 3.1.7.2.9 and 3.1.7.2.10, the **Company** is liable to pay compensation if they have been damaged as a result of a compensable loss or damage caused to the insured property.

3.1.7.3 Compensation

3.1.7.3.1 The compensation shall be paid out by defraying the costs necessary for the repair or replacement of the destroyed, damaged or stolen equipment, the replaced parts becoming the property of the **Company**.

3.1.7.3.2 Compensation is calculated according to the rules laid down in section 2.5.2.1 of these common general terms and conditions.

3.1.7.3.3 We consider that there is partial loss whenever the repair costs, plus the value of the replaced parts :

- are less than the insurance value;
- are less than the market value minus age-life depreciation, when it comes to equipment for which spare parts manufactured in series are not available.

In all other cases, it is considered that there is a total loss.

3.1.7.3.4 Additional costs relating to air transport shall be refunded only if their refund has been expressly agreed with the **Company.**

3.1.7.3.5 The **Company** is not required to cover

- costs that would have been generated even if the damage had not occurred (e.g. for maintenance);
- additional costs due to the fact that during the loss, the equipment is altered or improved;
- costs which, according to their nature or amount, are not included in the sum insured.

3.1.7.3.6 If the insured equipment is repaired temporarily, the **Company** shall refund the full amount of the provisional repair cost and permanent repair only up to the amount of the repair costs that would have been generated without the provisional repair.

This restriction does not apply if the provisional repair made it possible to limit the extent of the damage.

3.1.7.4 Final Provisions

3.1.7.4.1 The **Insured** shall take all necessary precautions and act in response to all reasonable recommendations from the **Company** to prevent damage or loss, to fulfil legal requirements and follow the recommendations made by the manufacturer.

The officers of the **Company** have the right to inspect and evaluate the insured risk at any reasonable time and the **Insured** shall make available to officers of the **Company** all information needed for the evaluation of the insured risk.

3.1.7.4.2 When the insured property is in an unoccupied vehicle, the cover shall only apply if the two following conditions are fulfilled:

- the vehicle was locked;
- the insured equipment was not left within view inside the vehicle cabin.

3.1.7.4.3 As soon as he becomes aware of an event that could give rise to the cover of this policy, the **Insured** must:

- notify the **Company** in compliance with section 2.11 of the general terms and conditions common to all covers and indicate the nature and extent of the damage and loss;
- take all measures within his power to reduce the extent of the damage or loss;
- keep the damaged items so they can be examined by an official representative or inspector of the **Company**;
- provide all information and documents that the **Company** may request.

Under no circumstance will the Company be liable for damage or loss that have not been brought to its attention within fifteen days of their occurrence.
After advising the **Company**, in accordance with the above provisions, the **Insured** may, in the event of minor damage representing less than 20% of the replacement value of the damaged equipment, carry out the necessary repairs; in all other cases, the **Insured** must wait until a representative of the **Company** has an opportunity to examine the damage before proceeding with repairs or making any changes.
The cover of the **Company** under the present special terms and conditions relating to damaged equipment will cease if they remain in service without being repaired in a manner deemed satisfactory by the **Company** or if temporary repairs are performed without the agreement of the **Company**.

3.1.7.4.4 The **Insured** undertakes to take or enforce, at the expense of the **Company**, all measures deemed to be necessary or decided by the **Company** to protect its rights or obtain from parties other than those specified in the specific terms and conditions restitution or compensation to which they are entitled directly or by subrogation due to their compensation of a loss or damage under this contract, whether these measures are deemed to be necessary or required before or after the **Insured** has been compensated by the **Company.**

3.1.8 Extension of cover to other property

These special terms and conditions shall apply by extension to the covers taken out under the specific terms and conditions.
For all the risks covered and specified in the specific terms and conditions with the exception of **theft**, **earthquake** and of the **rain and floods cover,** the cover shall apply at the following locations as long as the event does not come under an exclusion.
For the extensions specified in sections 3.1.8.3, 3.1.8.4, 3.1.8.5 and 3.1.8.6, the damage to the building by a sudden event resulting from the sudden action of heat or direct and immediate contact with a source of fire or an incandescent substance are excluded in the absence of a blaze or outbreak of fire.

3.1.8.1 Garages

Insofar as the property valuation takes the value thereof into consideration, damage caused to private garages –up to a maximum of 3 – owned, leased or occupied free of charge by one of the **Insured**, and located at an address different from the main risk, said damage as well as the **contents** stored there by the **Insured** shall be covered.

3.1.8.2 Replacement residence

If the property covered by the present contract has become temporarily uninhabitable due to a covered loss, by operation of law, the cover is transferred to the building rented in the Grand Duchy of Luxembourg for a maximum period of 18 months. Any benefit granted by the **Company** shall be paid out without applying the proportionality rule on the basis of the capital or **surface area** specified in the specific terms and conditions.

3.1.8.3 Holiday home

Damage accidentally caused by an **Insured** during a **temporary stay** for business or leisure anywhere in the world to :

- a **holiday home** rented by an **Insured**;
- a hotel or similar accommodation occupied by the Insured.

Any compensation paid by the **Company** shall be paid out without applying the proportionality rule on the basis of the amount of € 500,000 per loss.
The **Company** shall also cover damage to **personal belongings** moved by the **Insured** during a **temporary stay** for business or leisure in a building anywhere in the world up to a maximum of € 10,000 per loss.

3.1.8.4 Student room

The **Company** shall cover **damage caused accidentally** by insured children in the accommodation they are renting – bedsit or studio- furnished or otherwise, during their studies in one of the EU member countries, Switzerland or Norway. The cover shall be extended to include the contents that belong to them and that are kept at this property.
Any benefit granted by the **Company** shall be paid out without applying the proportionality rule up to a maximum of € 100,000 per loss.

3.1.8.5 Nursing home

The **Company** shall cover **accidental damage** caused to **contents** owned by the **Policyholder**, their spouse or their ascendants stored in the room or the apartment occupied in a nursing home. Any benefit granted by the **Company** shall be paid out without applying the proportionality rule up to a maximum of € 50,000 per loss.

3.1.8.6 Premises occupied during a private party

The **Company** shall cover damage accidentally caused by an **Insured** at premises located in the Grand Duchy of Luxembourg, Germany, Belgium or France, hired for a private party and their contents.
Any benefit granted by the **Company** shall be paid out without applying the proportionality rule up to a maximum of € 500,000 per loss.

3.1.8.7 Place of burial

The **Company** shall cover damage accidentally caused to places of burial owned by one of the Insured and located in the Grand Duchy of Luxembourg or in a radius of 50 km beyond its borders. Any benefit granted by the **Company** shall be paid out without applying the proportionality rule up to a maximum of € 2,500 per loss.
Vandalism and malicious acts as set out in section 3.1.1.2.5 of the specific terms and conditions of the "fire & related risks" cover are insured under the present section.

3.1.8.8 New address

If changing address within the Grand Duchy of Luxembourg, the covers taken out shall be valid both at the old and the new address for 90 days counting from the beginning of the move. Beyond this period, the insurance shall apply only at the new location of the risk. This extension of the scope of cover does not dispense the **Insured** from the duty to provide the **Company** with all useful information to enable the latter to amend the contract. Per loss and during this maximum 90–day period, the benefit granted by the **Company** shall be limited to the amounts or **surface area** of the **designated property** of the old address without applying the proportionality rule.
Beyond this period, the cover is transferred to the new address and any benefit granted by the **Company** shall be paid out in application of the proportionality rule.

3.1.9 Additional costs

The present special terms and conditions shall apply if the specific terms and conditions specify that the "fire and related risks" cover has been taken out.
The **Company** provides various additional covers in case of a covered loss implementing the following covers: fire & related risks, electrical damage, **storm** & hail, water damage, glass breakage, **earthquake**, rain and inundations and **theft**.
These benefits do not give rise to the application of a proportionality rule.
The costs must have been incurred while acting with due care and attention.
These costs, except for salvage costs, are covered up to € 1,000,000 per loss. This amount will be consumed by depletion of various positions according to the priorities defined by the **Insured**.
Salvage costs are covered to the extent of the costs incurred.

3.1.9.1 Salvage costs

The **Company** shall cover the costs incurred to stop or limit the damage, but also to salvage the **designated property** from the effects of an insured risk.
The **Company** shall cover the salvage and prevention costs arising from:

- the measures requested by the **Company** in order to prevent or mitigate the consequences of the loss, or
- urgent and reasonable measures taken at the initiative of the **Insured** to prevent the loss in case of imminent danger or, if the loss has started, to prevent or mitigate the consequences thereof.

These costs shall be defrayed by the **Company** when they were incurred while acting with due care and attention, and even if said efforts proved unsuccessful.
The **Policyholder** undertakes to inform the **Company** of the measures taken relating to these costs as soon as possible.

It is specified that the **Policyholder** shall still be liable for the costs of measures intended to avert a loss in the absence of imminent danger or when the imminent danger has been averted. If the urgency and imminent danger are due to the fact that the **Policyholder** has not taken prevention measures in good time that are normally incumbent on him, the costs thus incurred will not be considered as salvage costs payable by the **Company**.
The above costs are payable by the **Company** to the extent that they relate exclusively to benefits insured under this contract.
However, if, further to a loss, it appears that the **Company** is held only partially liable, the aforesaid costs shall only be defrayed by it in the same proportion.

3.1.9.2 Excavation and demolition costs

The **Company** shall defray the costs necessary for the reconstruction or reconstitution of **insured** and damaged property.

3.1.9.3 Preservation and storage costs

The **Company** shall defray the costs necessary for the preservation or storage of the salvaged property.

3.1.9.4 Temporary accommodation costs

When **premises** for private use have become unusable, the **Company** shall defray the costs necessary for temporary accommodation in a hotel or elsewhere for a maximum of ninety days up to a maximum of € 80 per night for each person usually living at the home of the **Insured**.

3.1.9.5 Loss of use of property

The benefit of the **Company** is limited to the normal duration of reconstruction of the building, up to a maximum of 24 months.
This compensation cannot be combined, for the same period, with the aforesaid accommodation costs.

3.1.9.6 Clean-up costs

The **Company** shall defray the costs of cleaning up land contaminated by the flow of mineral oil and transport and clearing costs of land polluted by runoff of mineral oil following a covered loss up to a maximum of € 25,000, even if the **insured property** has not suffered any damage.
The extension will take effect only if :

- the regulations in the matter have been complied with;
- the basic cover (fire and related risks, **storm** and hail, electrical damage) has been taken out for the building .

If the building is under conversion, construction or reconstruction, the extended warranty is ineffective unless the **Insured** can prove that this circumstance did not contribute to the occurrence or aggravation of the consequences of the loss.

3.1.9.7 Garden restoration costs

The **Company** shall defray the costs necessary for the restoration of the gardens and plantations damaged by a covered risk.
If the **insured property** was not damaged, the benefit of the **Company** will be limited to € 3,000 on the basis of documentary evidence provided by the **Insured**.

3.1.9.8 Expert assessment costs

The **Company** shall cover the costs of refunding the **Insured** for fees (including any taxes) that have actually been paid to the expert appointed to assess the damage to his insured property, without such compensation being permitted to exceed the amounts resulting from the application of the table shown below: the aforesaid bands correspond to the general construction index of 652.26 published by **STATEC**, and are adjusted to its evolution over time.

Benefits, excluding expert assessment expenses		**Scale applied as a % of these benefits**		
Up to € 6,484		5%		
from € 6,485	to € 43,232	€ 324	+ 3.50%	over the portion in excess of € 6,485
from € 43,233	to € 216,165	€ 1,610	+ 2.00%	over the portion in excess of € 43,233
from € 216,166	to € 432,335	€ 5,069	+ 1.50%	over the portion in excess of € 216, 166
from € 432,336	to € 1,296,988	€ 8,312	+ 0.75%	over the portion in excess of € 432,336
over and above € 1,296,988		€ 14,796	+ 0.35%	over the portion in excess of € 1,296,989
		Maximum: € 21,617		

3.1.9.9 Recourse sought by tenants or occupants

The **Company** shall cover the costs which the **Insured** may be required to defray either as the lessor, pursuant to section 1721 second paragraph of the Civil Code, in respect of tenants; or as the owner in respect of occupants other than tenants.

3.1.9.10 Third party recourse

The **Company** shall defray the costs the **Insured** may incur pursuant to sections 1382 to 1386 of the Civil Code for **the material damage** caused by a covered loss spreading to affect property owned by third parties.

3.1.10 Property third party liability

The present special terms and conditions shall apply if the specific terms and conditions specify that the "property third party liability" cover has been granted.
This cover shall remain without effect if only the contents and/or the third party liability are insured.

3.1.10.1 Scope of cover

The **Company** shall cover the third party liability potentially incurred by an **Insured** based on Articles 1382 to 1386 of the Civil Code, with respect to a third party, due to damage caused by:

- the **designated building** (including flagpoles and antennae) serving exclusively as accommodation;
- the attached land provided if no more than one hectare;
- the **movable property** located therein/thereon;
- the obstruction of pavements of the **designated building**;
- the failure to remove snow, ice or black ice;
- the motorised lifts and goods lifts in the **designated building** provided they comply with the applicable regulations and are serviced annually.

The **Company** shall pay out up to:

- € 15,554,864 per claim for **bodily injury**;
- € 896,823 per claim for **property damage** and **non-material loss**.

3.1.10.2 Definitions

3.1.10.2.1 Accident

In derogation from Article 1.1 of the glossary, accident is understood to mean any sudden, unforeseen event extraneous to the victim and the damaged property asset, constituting the cause of **bodily injury**, **material damage** or **non-material loss**.

3.1.10.2.2 Insured

In derogation from Article 1.3 of the glossary, **Insured** is understood to mean:
- the **Policyholder**;
- his cohabiting spouse;
- all persons living permanently under the **Insured**'s roof, **except for tenants and sub-tenants**;
- his children and/or those of this cohabiting spouse who live elsewhere to pursue their studies as long as their parents support them in the fiscal meaning of the term.

3.1.10.2.3 Third party

Any person other than the person with the capacity of **Insured**.

3.1.10.3 Excluded damage

The cover shall not extend to damage caused:

3.1.10.3.1 **property rented or occupied free-of-charge by the Insured and the property assets entrusted to him;**

3.1.10.3.2 **by exercising a profession;**

3.1.10.3.3 **to the property assets by fire, smoke, water, explosion, implosion and moving of the soil or the building;**

3.1.10.3.4 **by the presence or dispersion of asbestos, asbestos fibres or products containing asbestos;**

3.1.10.3.5 **by the non-adjacent land owned by the Insured.**

3.1.11 Property legal protection

The present special terms and conditions shall apply if the specific terms and conditions specify that the "property legal protection" cover has been granted. The definitions given under the "property third party liability" cover shall apply to this cover.

3.1.11.1 Scope of cover

3.1.11.1.1 Defence

The **Company** assumes the criminal defence of the **Insured** when, for a claim covered by the present special terms and conditions, he is prosecuted for:
- violations of the laws and regulations relating to the **designated building**;
- homicide or involuntary injury because of the **designated building**.

3.1.11.1.2 Legal action

The **Company** also exercises recourse against a third party whose extracontractual third party liability is engaged, to obtain indemnity for:

- **bodily injury** incurred by an **Insured** under the property third party liability cover;
- **property damage** caused to the **Insured**'s property assets and to the resulting **non-material loss**.

The **Company** shall only exercise recourse to obtain indemnity for **non-material loss** that is not the consequence of **bodily injury** or **property damage** when the **Insured Parties** would have benefited from the property third party liability insurance if they themselves had caused this damage.

3.1.11.1.3 Exclusions

Criminal defence shall not be assumed nor legal action taken:

- **in case of damage incurred by the agents of and by the persons occasionally seconded to the Insured;**
- **in case of dispute between persons whose third party liability is covered by this insurance;**
- **in case of damage that comes under the third party liability cover further to the delivery of products or the performance of work or the delivery of professional services.**

The Company can, subject to point 3.1.11.4, refuse to exercise recourse if the information assembled shows that the third party whose liability is engaged is insolvent.

3.1.11.2 Expenses paid by the **Company**

Pursuant to item 3.1.11.1 and depending on services provided to solve the dispute covered, the **Company** pays from the first euro without the **Insured** having to advance it:

- the expenses for it to constitute and process the file;
- the expert assessment expenses;
- the expenses for legal and extra-judicial proceedings payable by the **Insured**;
- the expenses and fees of a bailiff;
- the expenses and fees of a lawyer.

Where the statement of expenses and fees seems to show an abnormally-high amount, the **Insured** undertakes to ask the competent authority or court to issue a judgement regarding that statement of expenses and fees at the **Company**'s expense. Failing that, the Company reserves the option of limiting its intervention.

Furthermore, the **Company** reimburses the travel and accommodation expenses legitimately and reasonably incurred by the **Insured** if his appearance in person before a foreign court is legally required or ordered by decision of the court.

The **Company** shall not pay:

- the expenses and fees incurred by the **Insured** before the declaration of the disaster or subsequently without warning the **Company**, except in a justified emergency;
- the penalties, fines and dealings with the Public Prosecution Service;
- the principal and ancillary sums that the **Insured** may be required to pay under the dispute for which the **Company**'s intervention is sought.

3.1.11.3 Amount of cover

The expenses listed in 3.1.11.2 are paid by the **Company** up to €8.658 per claim.

The **Company**'s internal expenses for managing the file and the expenses and fees for consulting the lawyer provided for under item 3.1.11.6 are not considered when determining this amount.

When several **Insured Parties** are involved in a dispute, the **Policyholder** specifies to the **Company** the priorities to be given to each one until the amounts covered are exhausted.

When recourse is exercised against the liable third parties, the beneficiaries of this cover themselves set the amount of sums to be claimed whilst making the supporting documentation available to the **Company**. The **Company** shall not enter a deal without their prior consent.

3.1.11.4 Third party insolvency

The **Company** provides cover when information obtained shows that the third party considered liable is insolvent.

The **Company** shall pay €8,658 per claim, for the damages granted by the Courts to compensate for the bodily injury and/or property damage suffered by the **Insured Parties** when the third party liable for the accident is declared insolvent after all channels of recourse have been undertaken. It is hereby expressly agreed that, if the liable third party's fortunes improve, the **Company** shall only exercise its right of recourse provided that the **Insured** has exercised his rights previously or has formally waived them.

3.1.11.5 Free choice of lawyer

The **Insured** shall be free to choose a lawyer or any other person with the required qualifications to defend his interests, insofar as the law applicable to the procedure permits.

3.1.11.5.1 in case of criminal prosecution;

3.1.11.5.2 when a recourse does not find an amicable solution and a legal or administrative proceeding must be undertaken;

3.1.11.5.3 whenever a conflict of interests arises between the Insured and the Company; in this case, the **Company** asks the **Insured** to use its choice.

The **Insured**'s freedom to choose a lawyer is exercised for proceedings undertaken abroad.
The **Company** can advise the **Insured** on his choice should he wish.
To benefit from having his lawyer's expenses and fees paid, the **Insured** undertakes - except in a justified emergency - to communicate the name of his lawyer to the **Company** in advance and in writing, to advise it of the implementation and monitoring of the said proceeding.
The **Insured** and the **Company** manage the proceeding jointly.
If the **Insured** decides to change lawyers during proceedings, the **Company** shall only pay the expenses and fees for the intervention of a single lawyer.
If a proceeding is taking place in the Grand Duchy of Luxembourg and the **Insured** has chosen a lawyer abroad, the **Company** shall only pay the travelling expenses for this lawyer that it would normally have had to pay if the **Insured** had chosen a lawyer in the Grand Duchy of Luxembourg.

3.1.11.6 Arbitration

Where there is a conflict of interest between the **Company** and the **Insured** or disagreement as to the settlement of the dispute, the difference is submitted, without prejudice to item 3.1.11.4.3, to two arbitrators, one named by the **Company** and the other by the **Policyholder**.
Failing agreement between them, they shall be adjudicated by a third arbitrator appointed by them. Failure by one of the parties to name its own arbitrator, or failure by the two arbitrators to agree on the choice of a third, shall result in the nomination being made by the President of the court in the district where the **Policyholder** resides, via a summary order.
Their decision is final and cannot be appealed.
Each party pays the fees of its arbitrator and half those of the third arbitrator.

If, before any arbitration or contrary to the opinion of the arbitrators, the **Policyholder** resorts to legal action and obtains a more favourable solution compared with the opinion of the **Company** or the arbitrators, the **Company** indemnifies the expenses incurred to carry out this action.

3.1.11.7 Subrogation

The **Company** is subrogated in the rights of the **Insured** to recover all sums it has advanced.

3.1.12 Emergency@Home

The present special terms and conditions are applicable if the specific terms and conditions specify that the "Emergency@Home" cover has been granted.
To benefit from the assistance cover, the **Insured** shall telephone the help line on **45.30.55** (Luxembourg).
"AXA Assistance" must taken under the terms of this cover to mean the assistance company INTER PARTNER ASSISTANCE S.A., approved by the Banking, Finance and Insurance Commission under number 0487 for the following insurance operations: accidents, illness, other damage to property assets, car third party liability, general third party liability, miscellaneous pecuniary losses, legal assistance and assistance (RD of 4 and 13 July 1979, Belgian Gazette of 14 July 1979), whose head office is at 1050 Brussels, Avenue Louise 166, Boîte postale 1, company no. 0415.591.055; AXA Assistance undertakes to perform all the assistance services covered on behalf of the **Company.**
Personal data about the **Insured** that are communicated to AXA Assistance under this policy are used for the purposes of insurance management, clientèle management, controlling fraud and dispute management by the **Company** and by AXA Assistance and are likely to be transferred by AXA Assistance to service providers and sub-contractors that it calls on. These may be located outside the European Union, including, among others, AXA Business Services, for the data it compiles during assistance services.

3.1.12.1 Definitions

Insured's home:
designated building described in the specific terms and conditions. Should the Insured move, this insurance policy shall be transferred to his new home. The beneficiary should communicate the address of the new home to the **Company** as quickly as possible.

Urgent or emergency:
conditions where sudden and unexpected damage:
- renders the beneficiary's home dangerous or unsafe,
- causes a risk of additional damage to the beneficiary's home and/or the immovable assets it contains, and/or
- renders the home of the **Insured** uninhabitable. As such, opening the door in case of loss, theft or the **Insured** forgetting his key inside is considered to be an emergency;

Repairer:
the service company appointed by AXA Assistance that shall provide the necessary assistance.

Fixed installation:
an immovable installation through its destination, i.e. an installation that is fixed permanently to the building in which it is installed, ancillary to this building and necessary or useful for the home. The following are considered to be fixed installations; central heating, boiler, fixed radiators, air conditioning, ventilation equipment, water softeners, movable radiations, alarm and home automation systems.
The following are not considered to be fixed installations: household equipment such as refrigerators, freezers, ovens, hoods, cookers and hobs.

3.1.12.2 Scope of cover

This cover aims to cover the risks in an emergency as described below.
AXA Assistance pays expenses in an emergency to prevent or limit the damage or for an urgent, temporary repair to the **Insured**'s home or a fixed installation, provided that:

- it is technically possible,
- that weather conditions allow it,
- that the **Insured** allows access to the **designated building**.

In this case, AXA Assistance shall send a repairer to the **Insured**'s home.
He shall attend as quickly as possible and at the latest within 24 hours of receiving the call-out, as set out under item 3.1.12.4, or as agreed with the Insured on site.
The repairer's intervention is intended to deal with the emergency, not carry out a definitive repair on property assets or the damage.
AXA Assistance only carries out two interventions a year and up to € 400 maximum per intervention at the Insured's home. The € 400 includes:

- transport,
- hourly wage,
- spare parts for a total of € 50,

and the VAT invoiced by the repairer.
AXA Assistance shall pay the amount of the intervention directly to the repairer. The **Policyholder** must not advance this amount.
The **Policyholder** must personally pay the repairer amounts greater than € 400 invoiced by the repairer. The **Policyholder** must pay the total cost of spare parts above € 50 himself, even if the intervention is less than € 400.

3.1.12.3 Qualification requirements for assistance services and procedures

The **Insured** must advise AXA Assistance when the incident occurs.
The **Insured** must call the telephone number **45.30.55** for this purpose. This telephone number is open round-the-clock, seven days a week.
An intervention not requested when the incident occurs or organised without AXA Assistance agreement is not covered.
AXA Assistance delegates the repairer following the telephone call to commit to the cover.

3.1.12.4 Assistance services covered

The intervention involves sending a repairer in an emergency to stabilise the situation at the **Insured**'s home or to repair a defective or damaged fixed installation in the **Insured**'s home. The intervention does not involve definitive repairs or maintenance work to the **Insured**'s home or to the fixed installation in the **Insured**'s home.
The intervention shall only be carried out by a repairer if the situation is sufficiently secure and if it is technically possible to stabilise or repair.
The repairer shall decide on steps to be taken based on weather conditions, technical options, spare parts and available equipment, in compliance with the present special terms and conditions.

3.1.12.5 Exclusions

AXA Assistance shall not pay for:

- **the expenses incurred by the Insured for interventions not carried out by a repairer delegated by AXA Assistance;**
- **the repairer's travelling expenses if the Insured's home is not accessible at the agreed time; AXA Assistance shall invoice these expenses to the Policyholder who shall be entirely responsible for them;**
- **expenses following signs of normal obsolescence, wear or deterioration (obsolescence depends on the age of the installation, the quality of instruments and materials used initially, the use and maintenance - as a guide, use times that render an installation obsolescent are fifteen years for a boiler, 35 years for an electrical installation and forty years for a plumbing installation);**
- **the detrimental consequences that can normally be forecast attributable to an incident or negligence (for example, the lack of planned maintenance for the home or the fixed installation in question) by the occupant of the Insured's dwelling or to his deliberate fault;**
- **the expenses in case of obvious lack of maintenance of the fixed installation or the Insured's home or if the installation has not obtained the necessary legal approvals;**
- **the expenses for a known problem before the policy was taken out;**
- **the expenses for decoration;**
- **the expenses relating to a fixed installation if the repairer considers that the intervention exceeds its value,** without prejudicing the right to an intervention to stabilise the emergency;
- **the expenses, if modifications have been made to the Insured's home, whereby it is complicated or rendered impossible to determine the causes or assess the intervention;**
- **events resulting from a war, general mobilisation, mobilisation of people or equipment by the public authorities, terrorism or sabotage or social conflicts;**
- **the consequences of a landslide, flood or any other natural disaster;**
- **the services covered that cannot be provided in case of force majeure or decision by the public authorities;**
- **the interruption or cutting off of the gas, electricity or water supply attributable to the distribution network;**
- **damage caused directly or indirectly by pollution;**

- **damage caused directly or indirectly by or consisting of a malfunction or fault in the electrical circuit, an integrated connector, an integrated circuit, a microprocessor, computer equipment, software, computer, telecommunications equipment or a similar system;**
- **all expenses for which it is not stipulated expressly in the policy that they are paid.**

If, after an urgent intervention under the policy, no definitive repair has been made in the Insured's home, AXA Assistance can refuse a second intervention for the same situation.

3.1.12.6 Waiting period

A waiting period of thirty calendar days applies from when the cover takes effect for claims relating to:

- leaks and evacuation of water
- the central heating
- the openings in the house (door, window, lock).

If such an incident occurs during this waiting period, neither the occurrence of this event nor its consequences shall be covered by AXA Assistance.

3.2 "Serenity +" option

3.2.1 Earthquake

The present special terms and conditions are applicable if the specific terms and conditions specify that the "earthquake" cover has been granted.

3.2.1.1 Scope of cover

The **Company** shall cover the **property damage** caused to the **designated property** by an **earthquake**, subject to general and specific exclusions.
Are considered a single incident the initial earthquake and any aftershocks occurring within 72 hours, as well as the damage falling under an insured danger that is a direct result.

3.2.1.2 Exclusions

Are not covered under this cover the damage:

3.2.1.2.1 **occurring when the building is being built, converted or renovated insofar as there is a causal link between the damage and the work in progress;**

3.2.1.2.2 **to the objects outside the building** except when fixed permanently**;**

3.2.1.2.3 **to constructions which are easily moved or disassembled, are dilapidated or undergoing demolition and to their contents if any;**

3.2.1.2.4 **to the outbuildings and garden shelters that are not laid on foundations, gardens and plantings, golf courses or tennis courts;**

3.2.1.2.5 **to motorised land vehicles, aircraft, sea-going vessels and river craft;**

3.2.1.3 **Deductible**

When paying compensation, the **Insured** remains responsible for an amount of 10% of the damage with a minimum of € 1,500.

3.2.2 Rain and inundations

The present special terms and conditions are applicable if the specific terms and conditions state that the "**rain and inundations**" cover has been granted.

3.2.2.1 **Extent of the cover**

Subject to general and specific exclusions, the **Company** covers the **material damage** to the **designated property** caused by:
- any **inundation**, any overflow or back-up of public sewers following a spate, very high atmospheric precipitations or melting snow or ice.
- any water run-off following **torrential rain** and resulting from a lack of absorption by the ground;
- by **landslides or subsidence** following **torrential rain**.

Damage caused by the climatic events listed above will be paid for the **Company** provided that it occurred within 72 hours following the event.

3.2.2.2 Designated property outside a flood-prone area

When the Specific Terms and Conditions state that the **designated property** is not located in a **flood-prone area**, the **Insured** is paid up to €250,000 maximum per loss by the **Company**.

3.2.2.3 Designated property inside a **flood-prone area**

When the Specific Terms and Conditions state that the **designated property** is located in a **flood-prone area**, the **Insured** is paid up to €20,000 maximum per loss by the **Company**.
In a case of loss, the cover will be granted within the limit of the ceiling indicated above, i.e. €20,000, and after deducting the **deductible** of €1,500 provided for under this cover.

3.2.2.4 **Exclusions**

Are not covered under this cover the damage caused:

3.2.2.4.1 **to the contents located outside the premises,** except for **garden furniture.** In this case, the damage is paid for without applying the proportionality rule up to a maximum of €5,000 per loss;

3.2.2.4.2 **when the building is being built, converted or renovated and there is a causal link between the damage and the work in progress;**

3.2.2.4.3 **by infiltration of rainwater, snow or ice through openings not closed, such as doors, windows, vents or skylights;**

3.2.2.4.4 **by groundwater infiltration;**

3.2.2.4.5 **by ambient humidity, even subsequent to a loss covered;**

3.2.2.4.6 **by fungi or moulds, even subsequent to a loss covered;**

3.2.2.4.7 **by a lack of repair or maintenance or due to sealing that is missing, poorly designed or poorly applied;**

3.2.2.4.8 **by humidity, porosity, condensation and phenomena of capillarity;**

3.2.2.4.9 **to the buildings located on land where construction is not allowed;**

3.2.2.4.10 **to the buildings subject to the authorisation of the Water Board and which do not comply with the conditions pertaining to this authorisation.**

3.2.3 Indirect losses

The present special terms and conditions are applicable if the specific terms and conditions state that the "indirect losses" cover has been granted.
The **Company** shall cover the increase of 10% of compensation due contractually, to compensate the **Insured** following a covered incident.
Are not however covered compensation relating to:

- the cover for the options: "comfort", "third party liability, legal protection and Internet-related risks" and "travel";
- the property third party liability and property legal protection covers;
- the electrical damage cover;
- the theft cover;
- the **multimedia equipment** cover;
- the Emergency@Home cover;
- the **recourse by third parties** insurance;
- the business interruption insurance.

3.3 "Comfort" option

3.3.1 Damage to property

The present special terms and conditions are applicable if the specific terms and conditions state that the "damage to property" cover has been granted.

3.3.1.1 Purpose and scope of cover

The **Company** shall cover any accidental breakage or destruction resulting from a fall, shock or penetration by a foreign body, which necessitates repair or replacement of the following items and equipment for private use:

- musical instruments;
- equipment used when playing sports, hunting or fishing;
- medical aid equipment such as an oxygen or insulin pump or hearing aid;
- non-digital photographic equipment;
- photographic equipment lenses;
- **jewellery**.

Provided that a complaint has been filed with the competent judicial or police authorities, the **Company** also covers:

3.3.1.1.1 the **theft** of these objects when they are under the direct and immediate surveillance of the **Insured** or people accompanying him;

3.3.1.1.2 the **theft** of these objects when not under the direct and immediate surveillance of the **Insured** or people accompanying him;

3.3.1.1.2.1 in the **Insured**'s second home(s) or in his professional premises; the **theft** of bicycles is also covered in locked attics, cellars and garages in an apartment building;

3.3.1.1.2.2 occasionally, in all other closed, covered and locked premises. **Are not considered as such hangars, boats, tents, motorised or towed caravans, awnings or caravan canopies and similar locations;**

3.3.1.1.2.3 in a car, caravan, trailer, cab or boat storage area, provided that the conditions set out under item 3.3.1.5 of the present special terms and conditions are met;

3.3.1.1.2.4 whilst consigned as "registered luggage" to a transport company.

Provided the fire, storm, water damage, earthquake or rain and inundations covers have been granted, the **Company** extends respective scope of cover to all such objects, when moved in the course of a temporary stay in a building located anywhere in the world.
The **Company** intervenes for each claim, without applying the proportional rule up to the amount indicated in the specific terms and conditions.

3.3.1.2 Geographical coverage

The cover thus defined applies worldwide.

3.3.1.3 **Exclusions**

The following are excluded from the cover:

3.3.1.3.1 **the objects and equipment not owned by the Insured;**

3.3.1.3.2 **the objects and equipment used for professional purposes;**

3.3.1.3.3 **the damage to the sails of equipment used for water, aerial or sliding sports;** the **Company** is required to pay compensation when the sails are not alone damaged.

3.3.1.3.4 **the damage to motor vehicles;**

3.3.1.3.5 **the damage to clothing and accessories (helmet, goggles, gloves, boots, overalls, etc.);**

3.3.1.3.6 **the damage caused by faults or defects existing at the effective date of this insurance and that were known to the Insured or his agents;**

3.3.1.3.7 **the damage resulting directly from:**

- **wear, slow deterioration, obsolescence or defective maintenance;**
- **a malfunction;**
- **rain, hail and all other atmospheric events.**

3.3.1.3.8 **the expenses incurred to repair malfunctions,** unless such defects are the result of a compensable loss or damage to the insured equipment;

3.1.7.2.8 **indirect loss of any nature whatsoever;**

3.1.7.2.9 **loss or damage to lamps, tubes, conveyor belts, fuses, seals, belts, chains;**

3.1.7.2.10 **aesthetic defects such as dents, scrapes, scratches or chipping;**

3.1.7.2.11 **loss of data;**

3.1.7.2.12 **damage with electrical origin;**

3.1.7.2.13 **damage equalling an amount less than € 60;**

3.1.7.2.14 **damage caused to the contents of the devices;**

3.1.7.2.15 **theft committed by or with the complicity of the:**

- **Policyholder, spouse, ascendants or descendants and spouses of these people;**
- **the Insured ;**
- **any person employed by the Insured during the hours of service and, if these thefts were committed outside these hours, except by burglary or with violence.**

With regard to the points 3.3.1.3.12 and 3.3.1.3.14, the **Company** is liable to pay compensation if they have been damaged as a result of a compensable loss or damage caused to the insured property.

3.3.1.4 Compensation

3.3.1.4.1 For musical instruments and equipment used to play sports, hunting or fishing, the compensation is paid out by defraying the expenses for repairing or replacing them, with the replaced parts becoming the property of the **Company**.

The compensation calculation takes account of 10% obsolescence (lowered to 5% for bicycles, pianos and photographic equipment) per year of age elapsed, without this obsolescence exceeding 80%. The age of the property relates to the period between the date it was purchased and the date of the loss.

3.3.1.4.2 For the medical aid equipment such as an oxygen or insulin pump or hearing aid, the compensation calculation takes account of 20% obsolescence per year of age elapsed.

3.3.1.4.3 For **jewellery**, the compensation is paid out by defraying the expenses for repairing or replacing it.

3.3.1.4.4 There is deemed to be partial loss whenever the repair costs, plus the value of the replaced parts, are less than the insurance value:

In all other cases, it is considered that there is a total loss.

3.3.1.4.5 Additional expenses relating to air transport are only refunded if their refund has been expressly agreed with the **Company**.

3.3.1.4.6 The **Company** is not required to cover:

- expenses that would have been generated even if the damage had not occurred (e.g. for maintenance);
- additional expenses relating to the fact that during the loss, the equipment is altered or improved;
- expenses which, according to their nature or amount, are not included in the sum insured.

3.3.1.4.7 If the insured equipment is repaired temporarily, the **Company** only refunds the full amount of the provisional repair cost and permanent repair up to the amount of the repair costs that would have been generated without the provisional repair.

This restriction does not apply if the provisional repair made it possible to limit the extent of the damage.

3.3.1.5 Mandatory safety measures

When the insured objects are not under the direct and immediate surveillance of the **Insured** or people accompanying him and they are located as in one of the cases listed under item 3.3.1.1.2.3 of the present special terms and conditions, the cover only applies for between 7 a.m. and 10 p.m. and provided that the damage is accompanied by:

- the simultaneous **theft** of the car, caravan, trailer or boat;
- burglary of the vehicle, boot or boat cabin.

Cover is provided in the second case where:

- the caravan or trailer is fully closed and constructed of wood, metal or rigid plastic and windows;
- all the doors of the vehicle or the boat cabin where the insured objects are located including the shutter or door closing the boot fitted in the bodywork of the car or caravan or in the boat hull are locked shut;
- the windows are closed and the sunroof is locked shut.

However, the **Company** shall also cover the objects left in the boot of an open-top or convertible car, but only if the said boot is locked and inaccessible from inside the vehicle and provided that the boot was forced open before the theft, deterioration or destruction of these objects.
On the other hand, there is no cover if the insured objects are located in the passenger compartment of a soft-top vehicle.

3.3.1.6 Evacuation: case of suspension

For risks other than fire and explosion, the effects of the policy are suspended automatically whilst the **premises** enclosing the insured property are evacuated when so ordered by the Authorities or necessitated by acts of war or civil disorders.
When the cover returns into force, the **Company** shall take account of the portion of unused premium.

3.3.1.7 Obligations of the Insured in a claim

The **Insured** or, failing that, the **Policyholder** must:

- in all cases where a third party may be held liable, invoke this liability for all legal recourse, especially for damage occurring during transport, by formulating all necessary reservations to the haulier or freight forwarder, within the times and forms provided for by the regulations;
- report it to the local police within twelve hours of him becoming aware of the theft or attempted theft;
- lodge a complaint with the public prosecution service;
- advise the **Company** of the names and addresses of the person responsible for the incident or the person liable under civil law and, if possible, witnesses and indicate whether the authorities have intervened and drawn up a report or taken a statement.

3.3.1.8 Special provision

No repair can be undertaken without the formal consent of the **Company**.

3.3.1.9 Recovered stolen items

3.3.1.9.1 When all or some of the objects stolen are recovered, the **Insured** must advise the **Company** immediately.

- If the compensation has already been paid, the **Insured** must decide within 15 days:
  – either to relinquish the objects found;
  – or take back the objects recovered in exchange for refund of the compensation received, reduced by the amount of any costs of repairing the damage incurred.
- If the compensation has not yet been paid out, it is payable only for the possible damage to these objects and the expenses that the **Insured** has incurred usefully and/or with the agreement of the **Company** to recover these objects.

3.3.1.9.2 When the **Insured** finds out that a person is holding the stolen property, he must so advise the **Company** within one week by registered letter.

3.3.2 Handyman assistance

The present special terms and conditions are applicable if the specific terms and conditions state that the "Handyman Assistance" cover has been granted.
To benefit from the assistance cover, the **Insured** shall telephone the help line on **45.30.55** (Luxembourg).
"AXA Assistance" must taken under the terms of this cover to mean the assistance company INTER PARTNER ASSISTANCE S.A., approved by the Banking, Finance and Insurance Commission under number 0487 for the following insurance operations: accidents, illness, other damage to property assets, car third party liability, general third party liability, miscellaneous pecuniary losses, legal assistance and assistance (RD of 4 and 13 July 1979, Belgian Gazette of 14 July 1979), whose head office is at 1050 Brussels, Avenue Louise 166, Boîte postale 1, company no. 0415.591.055; AXA Assistance undertakes to perform all the assistance services covered on behalf of the **Company**.
Personal data about the **Insured** that are communicated to AXA Assistance under this policy are used for the purposes of insurance management, clientèle management, controlling fraud and dispute management by the **Company** and by AXA Assistance and are likely to be transferred by AXA Assistance to service providers and sub-contractors that it calls on. These may be located outside the European Union, including, among others, AXA Business Services, for the data it compiles during assistance services.

3.3.2.1 Scope of cover

Where the **Insured** requires a handyman for minor work on the home, AXA Assistance sends a tradesman in the field in question.

If the **designated building** requires a handyman following a technical problem, the **Insured** can call the AXA Assistance helpline on **45.30.55** (24/7) to request the intervention of a handyman to resolve it.
For this handyman work, AXA Assistance provides you with the correct tradesman ready to carry out his assignment quickly, properly and professionally.
AXA Assistance can contact the following tradesmen:

- plumber;
- central heating technician;
- electrician;
- carpenter;
- locksmith;
- security company;
- gardener;
- handyman.

AXA Assistance is responsible for organising the service and sending the tradesman in question. The appointment shall be made within two hours. The tradesman comes to the premises within 48 hours, unless the **Insured** opts for another time.
AXA Assistance never pays the total amount of the invoice for the intervention by the tradesman. The total amount of the intervention is paid exclusively by the Insured. AXA Assistance's role is simply to arrange the contact between the Insured and the tradesman.
If the tradesman arrives at the **Insured**'s residence on the date and time agreed and finds him absent or if the place where the work must take place is inaccessible, the **Insured** shall owe the tradesman € 50.
If the tradesman arrives at the **Insured**'s residence on the date and time agreed and the **Insured** decides not to call on the services of this tradesman, travelling expenses may be claimed by the tradesman.
The tradesman shall only carry out the repair if it is technically possible and if the situation is sufficiently secure. The tradesman alone decides on steps to be taken based on weather conditions, technological options and available materials and spare parts.
The **Insured** has no right to compensation if the service cannot be provided due to lack of security or because it is technically impossible.
Neither AXA Assistance nor the **Company** can be held liable in the case of the failure or poor performance of the service by the tradesman. AXA Assistance in fact only intervenes to put this tradesman and the **Insured** into contact.

3.3.2.2 Exclusions

AXA Assistance never pays the total amount of the invoice for the intervention by the tradesman. It is paid exclusively by the Insured.

3.3.2.3 Obligations of the **Insured**

The **Insured** undertakes to:

- be present at the appointment made and give the technician access to his residence.
- pay any amount due to the tradesman within the appropriate time.

3.3.2.4 Satisfaction of the **Insured**

In the event of a complaint about the services for making contact, the **Insured** can contact the AXA Assistance Quality Department:

By e-mail: customer.care.bnl@axa-assistance.com

By fax: + 32 2 552 51 66

By post: Customer Care
INTER PARTNER ASSISTANCE
Avenue Louise 166, bte 1
1050 Brussels

The complaint shall be examined as quickly as possible by the AXA Assistance Quality Department then processed within a reasonable timescale.

4. Insurance of people and their activities

4.1 "Third party liability, legal protection and Internet-related risks" options

4.1.1 Private life third party liability

The present special terms and conditions shall apply if the specific terms and conditions state that the "private life third party liability" cover has been granted.

4.1.1.1 Purpose of the cover

The **Company** shall cover the pecuniary consequences of acts falling under the private life of **insured persons** for which they are liable based on Articles 1382 to 1386 of the Civil Code.

4.1.1.2 Definitions

4.1.1.2.1 Accident

In derogation from Article 1.1 of the glossary, accident is understood to mean any sudden, unexpected event outside the victim and the damaged thing, constituting the cause of **bodily injury**, **material damage** or **non-material loss**.

4.1.1.2.2 Insured

In derogation from Article 1.3 of the glossary, **Insured** is understood to mean:

4.1.1.2.2.1 the **Policyholder**;

4.1.1.2.2.2 his cohabiting spouse, including when this person is obliged to live year-round in a specialised institute for medical reasons;

4.1.1.2.2.3 all persons living permanently under the **Insured**'s roof, except for tenants and sub-tenants;

4.1.1.2.2.4 his children and/or those of this cohabiting spouse who live elsewhere to pursue their studies as long as their parents support them in the fiscal meaning of the term.

4.1.1.2.2.5 any person looking after minor children of one of the insured persons listed above or domestic animals belonging to them, free of charge, only when he is liable following damage caused by these children or animals to **third parties**;

4.1.1.2.2.6 any person assisting the insured persons listed under points 4.1.1.2.2.1, 4.1.1.2.2.2 and 4.1.1.2.2.3 above, free of charge, only when he is liable following damage he himself causes to third parties when providing this assistance.

However, the cover of this policy shall only come into play as a supplement to the insurance policy(ies) covering the personal third party liability of this person providing the assistance.

4.1.1.2.3 Buildings

All or part of **buildings** located at the insurance location and owned by the **Insured**, or owned jointly by him, the part belonging specifically to him and his share in common parts as defined in the rules of the joint ownership.

4.1.1.2.4 Third party

Any person other than the one with the capacity of **Insured**.

4.1.1.3 Geographical coverage

The covers granted, including the recourse, shall apply worldwide provide that the **Insured**'s main residence is in the Grand Duchy of Luxembourg.

4.1.1.4 Automatic adjustment of insured amounts and the premium

The insured amounts and the premium are adjusted automatically on the annual due date of the premium based on variations in the six-monthly consumer price index (base 100 in 1848) published by **STATEC**.

4.1.1.5 Scope of cover

The cover applies to the pecuniary consequences of the third party liability that may be incumbent on the **Insured** pursuant to Articles 1382 to 1386 of the Civil Code, due to **bodily injury**, **property damage** and **non-material loss** caused accidentally to **third parties** during his family and private life (including during his commute to and from work).

The Company shall pay out up to:
- € 8,658,260 per claim for bodily injury;
- € 865,826 per claim for property damage and non-material loss.

Are covered the damage from:

4.1.1.5.1 personal action by the **Insured**, his negligence, his carelessness as a simple individual, mainly when playing any of the non-excluded sports, even during competitions, provided that they are reserved for amateurs;

4.1.1.5.2 action by his minor children and those he is looking after free of charge, both during curricular and extra-curricular activities;

It is stated that the covers provided for under points 4.1.1.5.1 and 4.1.1.5.2 above shall come into play as a supplement to the insurance policies covering as the main issue sporting, curricular or extra-curricular liability, regardless of when these policies were taken out.

4.1.1.5.3 action by his domestic staff in service;

4.1.1.5.4 a voluntary policy, i.e. .a policy in which one of the parties gives the other an entirely free benefit;

4.1.1.5.5 action by domestic animals belonging to him or that he is looking after free of charge; damage caused by horses is covered when the **Insured** owns them or is looking after them free of charge and there are no more than five on the day of the incident. The **Company** pays the expenses for health visits and certificates prescribed by the Authorities following injuries;

4.1.1.5.6 action by things belonging to him or that he is looking after, especially:

4.1.1.5.6.1 the use of non-motorised cycles and their trailers;

4.1.1.5.6.2 household tools and equipment;

4.1.1.5.6.3 provided they are not subject to mandatory car insurance:

- all vehicles moved by hand;
- camping or caravan trailers;
- garden tools with or without a motor;
- electrically-assisted cycle;
- electric wheelchair.

4.1.1.5.6.4 the use of hunting, firing or defence arms, subject to the exclusion of item 4.1.1.8.7 of these conditions. The cover is granted especially when dismantling, cleaning or repairing the said arms and if they are dropped or fire unexpectedly.

4.1.1.5.6.5 property serving as main residence:

- if the **Insured** is joint owner: the part of the building that is allocated for his exclusive use and, within his share of ownership, common parts, but excluding swimming pools and sports- or playgrounds.
- if the **Insured** is a tenant or occupant free of charge: immovable installations executed at his expense in the parts of the building that he occupies and that he is required to maintain contractually.

4.1.1.5.6.6 building sites without buildings on them located at another address anywhere in Europe when their total surface area is no more than one hectare;

4.1.1.5.6.7 internal and external fixtures and fittings (including television and radio aerials) of residential **premises** and their **outbuildings**, occupied permanently or temporarily, without the **Insured** carrying out a profession;

4.1.1.5.7 student rooms or studios occupied by the insured children;

4.1.1.5.8 buildings or parts of buildings under construction, reconstruction or conversion intended to become the main residence of the policyholder provided that their stability is not compromised by the work in progress;

4.1.1.5.9 gas fumes caused by his domestic installation;

4.1.1.5.10 accidental pollution of the atmosphere, water and ground and any other harmful effects on the environment, insofar as these phenomena are created, developed or propagated accidentally through action by the equipment, installations or non-professional activities of the **Insured**.

The **Insured** shall be required to perform normal maintenance duties on a regular basis, on pain of partial or total forfeiture of the entitlement to the benefit, if it is proven that his failure to comply with this obligation had an impact on the occurrence of the loss;

4.1.1.5.11 fire, explosion, flare-ups, sparks or through the action of the water.

The cover applies especially when picnicking, camping or caravanning;

4.1.1.5.12 intoxication or poisoning caused by the food and drinks served at the **Insured**'s table;

4.1.1.5.13 action by any animals or vehicles whatsoever not belonging to the **Insured** and which he is not looking after when he is forced to move them by hand by a few metres;

4.1.1.5.14 the fact that the **Insured** sat in a vehicle as a passenger.

The cover is granted from the time he gets into the vehicle up to and including the time he gets out from it, but does not apply insofar as the damage is not covered by an insurance policy covering damage to the vehicle;

4.1.1.5.15 the use, unbeknownst to the **Policyholder** and his spouse, by one of their children or any other person for whom he or his spouse is civilly liable, of a motorised land vehicle not belonging to them and for which they are not the authorised caretakers.

The cover extends to the personal liability of the child provided that he used the vehicle unbeknownst to its caretaker and that, if did not hold a driving licence, he was no more than three months older that the minimum age required to obtain one at the time of the damage.
The damage suffered by the vehicle is not covered under this item.

4.1.1.6 Period of cover

The cover applies to claims made in writing against the **Insured** or the **Company** relating to damage occurring during the period of validity.

Cover is also granted even when the repair request is formulated after expiry of the policy but, in any event, within three years of the damage occurring during the insurance period.

4.1.1.7 Recourse founded on Article 116 of the Social Insurance Code

The insurance includes the recourse that can be exercised against the **Policyholder** and the other **Insured Parties** pursuant to Article 116 of the Social Insurance Code, due to **accidents** suffered by a domestic employee and provided that this involves events causing damage covered by this policy.
If the subsequent legal provisions relating to Article 116 of the Social Insurance Code aggravate the obligations of the **Policyholder** and other **Insured Parties**, the **Company** shall have the right to exclude the cover of the recourse stated in the said Article 116 provided it gives three months notice by registered letter to the **Policyholder**, unless he agrees to pay the extra premium set by the **Company**.

4.1.1.8 Exclusions

The exclusions set out in the common general terms and conditions shall apply.
Moreover, the following are not insured:

4.1.1.8.1 **damage resulting from:**

4.1.1.8.1.1 **the Insured exercising his professional activity;**

4.1.1.8.1.2 **the Insured practising aerial sports;**

4.1.1.8.1.3 **the Insured taking part in horse races.** Only the damage resulting from the participation of the Policyholder in horse races registered in the timetables of the Official Federations of European countries are insured;

4.1.1.8.1.4 **the presence or dispersion of asbestos, asbestos fibres or products containing asbestos;**

4.1.1.8.1.5 **contractual obligations of the Insured,** except if it involves a voluntary policy as stated under item 4.1.1.5.4 above;

4.1.1.8.1.6 **participation in wagers or races;**

4.1.1.8.1.7 **a gross fault by the Insured.**

Gross fault means:
- **alcohol intoxication with a rate at least 0.30 g/l of blood higher than the legal limit provided for under Luxembourg legislation regulating the traffic on all public roads, inebriation or a similar state resulting from the absorption of products other than alcoholic drinks;**
- **the exercising privately of activities requiring a professional qualification that the Insured does not possess, in such a way that, according to the opinion of any competent person, the occurrence of the damage could have been forecast;**
- **the transmission of a contagious illness by the Insurer and the damage caused by the illness of animals owned, kept or looked after by the Insured or which he has given away.** Nevertheless, **the property damage** and **bodily injury** resulting from the transmission of rabies by these animals is covered provided that the Insured's third party liability is established.

4.1.1.8.2 **damage caused by:**

4.1.1.8.2.1 **the vehicles or equipment below, where owned, driven, looked after or used by the Insured or the persons for whom he is civilly liable (subject to the provisions of 4.1.1.5.13 to 4.1.1.5.15 below):**

- **all motorised land vehicles;**
- **all land vehicles constructed with a view to being hitched to a motorised land vehicle and intended to transport people or things;**
- **all land equipment hitched to a motorised land vehicle;**
- **all aerial navigation devices.**

4.1.1.8.2.2 **the horses owned by the Insured or looked after free of charge by him as soon as their total number is at least six;**

4.1.1.8.3 **thefts, when the Insured liable is deemed to be the author, co-author or accomplice;**

4.1.1.8.4 **damage occurring to objects, property or animals entrusted to the Insured for any reason whatsoever, either to look after them, use them, work them, transport them or for any other purpose;**

4.1.1.8.5 **the damage suffered by a person bringing aid free of charge to the Insured, when this falls under the application of the legislation on Accidents at Work;**

4.1.1.8.6 **the property damage and non-material loss from fire, explosion or water when the event causing the damage originates in the premises or buildings belonging to the Insured or occupied by him under any circumstances whatsoever;**

4.1.1.8.7 **the damage engaging a third party liability subject to insurance rendered mandatory in the Grand Duchy of Luxembourg.** Sports practised abroad using a rented pleasure boat or windsurfer remain covered, however.

4.1.1.8.8 **damage caused by the lakes and other bodies of water located at an address other than the main residence;**

4.1.1.8.9 **damage linked to a landslide, subsidence or sinking of the land.**

4.1.2 Hunting third party liability

The present special terms and conditions shall apply if the specific terms and conditions state that the "hunting third party liability" cover has been granted.

4.1.2.1 Purpose and scope of cover

In accordance with the Grand Duchy Regulation of 13 March 2013 fixing the general terms and conditions that insurance policies covering hunting third party liability must fulfil, the **Company** insures the **Policyholder** against the pecuniary consequences of the third party liability that he may incur under Articles 1382 to 1384 of the Civil Code or by application of Article 136 of the Social Security Code, due to bodily injury and property damage caused to third parties by clumsiness or carelessness.
Is covered more especially the damage to third parties due to accidents caused by:

4.1.2.1.1 hunting action;

4.1.2.1.2 a hunting or destructive arm during and at the time of hunting from the time the Insured left his residence for the hunting location until his return and when cleaning his equipment at home;

4.1.2.1.3 as organiser of hunting parties due to damage caused by the guests or other persons for whom he would be recognised as civilly liable, it being stated that the third party liability of these persons nevertheless remains excluded from the cover.

4.1.2.1.4 as owner, keeper or user of hunting equipment including hunting towers;

4.1.2.1.5 as owner and keepers of hunting dogs;

4.1.2.1.6 the hunting personnel when exercising its functions on behalf of the **Policyholder** when hunting or carrying out related activities;

4.1.2.1.7 fire or explosions that started on the hunting ground when hunting or carrying out related activities;

4.1.2.1.8 using toxic products authorised in advance by the competent authorities.

4.1.2.2 Amount of cover

The amount of the **Company**'s cover, for each claim, is limited in principal, interest and costs to:
- € 12,000,000 per claim for **bodily injury**;
- € 250,000 per claim for **property damage** and **non-material loss**.

If there are several people injured and if the total compensation due is more than the cover, the rights of injured persons against the **Company** are reduced in proportion up to the cover amount.
The cover applies to claims made in writing against the Insured or the **Company**, introduced for damage occurring during the period of validity.
Cover is also granted even when the repair request is formulated after expiry of the policy but, in any event, within three years of the damage occurring during the insurance period.

4.1.2.3 Extension of risks covered

In addition to the risks listed under item 4.1.2.1 above, the **Company** shall also cover without extra premium:

4.1.2.3.1 the third party liability of the **Policyholder** incurred pursuant to Article 1385 of the Civil Code in his capacity as owner or keeper of hunting dogs;

4.1.2.3.2 the third party liability of the **Policyholder** in his capacity of owner, keeper or user of arms at sporting competitions of hunting or non-military firing competitions or exercises in a regulated context authorised by the laws and applicable regulations;

4.1.2.3.3 the personal third party liability that can be incurred by the hunting personnel with respect to third parties when exercising its functions on behalf of the **Policyholder** when hunting or carrying out related activities;

Nevertheless, the third party liability of the hunting personnel as gunman or hunter using firearms remains excluded from the cover.

Any other extension of the cover should be covered by a special stipulation in the specific terms and conditions.

4.1.1.2.4 Third party

By third party benefiting from the cover must be understood any person other than the following:

4.1.2.4.1 the **Policyholder** and anyone whose third party liability is covered by this policy, it being stated that the self-employed beater who has suffered **bodily injury** is compensated;

4.1.2.4.2 the spouse of persons listed in the previous sub-paragraph, who are not physically or legally separated, the partners in the meaning of the law amended of 9 July 2004 relating to the legal effects of certain partnerships of these same people and the parents or direct relations of the same persons, provided they live under their roof and are supported by them, it being stated that the **bodily injury** caused by an accident resulting from a hunting weapon during the hunting activity is however compensated;

4.1.2.4.3 the persons benefiting from special laws on the repair of damage resulting from accidents at work, except insofar as these persons maintain a third party liability action against the **Insured**.

4.1.2.5 Territorial limits

The insurance policy is valid in Europe **except for the following countries:**
Albania, Turkey and all the countries of the former USSR and the former Yugoslavia that are not part of the European Union.

4.1.2.6 Unenforceability

No forfeit can be enforced on victims of accidents or their beneficiaries except when resulting from the suspension or cancellation of the policy in accordance with Article 66 of the law of 25 May 2011 relating to hunting.

4.1.2.7 Exclusions

In addition to the exclusions listed in the general common conditions, the Company does not cover:

4.1.2.7.1 **damage caused by products or goods after their delivery;**

4.1.2.7.2 **damage caused by using toxic products not authorised in advance by the competent authorities;**

4.1.2.7.3 **damage caused by the game to the crops and plantings;**

4.1.2.7.4 **the third party liability of the Policyholder as owner, tenant or occupant in any way whatsoever of fixed or movable hunting buildings and shelters,** unless agree otherwise**. If agreed otherwise, material damage caused by fire or explosions still remains excluded, where these events originated in the hunting building or shelter;**

4.1.2.7.5 **the liability resulting from owning, keeping or using any category of motor vehicle;**

4.1.2.7.6 **damage caused to the objects or animals entrusted to the Policyholder or Insured for any reason whatsoever.**

4.1.3 Legal protection

The present special terms and conditions shall apply if the specific terms and conditions state that the "legal protection" cover has been granted. The definitions given under the "private life third party liability" and "hunting third party liability" shall also apply to this cover.

4.1.3.1 Scope of cover

The **Company** undertakes to:

4.1.3.1.1 ensure the criminal defence of the **Insured** before the criminal courts where he must appear following:

- an offence or a violation of the laws and regulations on pedestrian and non-motorised cycle traffic;
- a breach of the laws and regulations for actions falling under his private life;
- homicide or involuntary injuries committed during a hunting action.

4.1.3.1.2 claim amicably or legally the repair of the loss suffered by the **Insured** following damage occurring in his private life insofar as this **bodily injury** or **property damage**:

- engage the liability of a third party towards him based on Articles 1382 to 1386 of the Civil Code or similar provisions in foreign law;
- engage the liability of a third party towards him based on Articles 1382 to 1386 of the Civil Code or by application of Article 136 of the Social Security Code or similar provisions in foreign law;
- follow a neighbourhood disorder in the meaning of Article 544 of the Civil Code, provided they result from a sudden and unpredictable event for the **Insured**.

All acts and situations that are not the result of exercising a professional activity, i.e. an activity exercised normally for profit, are considered as falling under private life.
Losses linked to the activities of insured children that provide paid services to someone else during their school holidays or leisure time are also covered, as is the damage caused by the dogs allocated to guarding professional premises.

4.1.3.1.3 However, regarding the animals, the **Company** does not cover the losses relating to the non-domestic animals owned or kept by the **Insured**.

4.1.3.1.4 In terms of the buildings, the **Company** only covers disputes relating to:

4.1.3.1.4.1 the buildings or parts of buildings allocated as the main residence of the Insured, including, if they are part of them:

- the premises allocated for the use of a profession;
- lifts and goods lifts;
- the apartments (including garages) rented or transferred free of charge to third parties provided that these buildings have a maximum of two apartments.

4.1.3.1.4.2 the secondary homes located in the Grand Duchy of Luxembourg;

4.1.3.1.4.3 the Insured's private garages and parking spaces;

4.1.3.1.4.4 the gardens and plots without their total surface area exceeding two hectares;

4.1.3.1.4.5 the student rooms or studios occupied by the insured children;

4.1.3.1.4.6 the buildings or parts of buildings under construction, reconstruction or conversion intended to become the main residence of the Insured;

4.1.3.1.5 In terms of the environment, the **Company does not cover** the damage suffered by the **Insured** following:

4.1.3.1.5.1 **harmful effects on the environment (ground, air, water, etc.);**

4.1.3.1.5.2 **pollution and nuisances mainly from noise, dust, waves and radiation, loss of view, air or light;**

4.1.3.1.5.3 **landslides or movements;**

4.1.3.1.5.4 **modification of the atomic nucleus or the production of ionising radiation, whether this involves direct or indirect damage.**

4.1.3.1.6 **In terms of travelling, the Company does not cover losses resulting from the use of:**

4.1.3.1.6.1 **aircraft by the Insured, except as a passenger. Aircraft is understood to mean any means of transport used to move people or property in the air.**

4.1.3.1.6.2 **motor boats with more than 10 HP DIN (mainly water scooters, jet skis, etc.) or sailing boats of more than 300 kg owned or kept by the Insured. Boat is understood to mean any floating vessel intended for navigation.**

4.1.3.1.6.3 **a motorised vehicle subject to mandatory insurance in the Grand Duchy of Luxembourg,** except for civil recourse intended to compensate damage suffered by the **Insured** as a passenger in such a vehicle.

Are however covered losses relating to the damage suffered by the **Insured** or caused to **third parties** by the **Insured**, when driving a motorised land vehicle subject to insurance rendered legally mandatory or a vehicle on rails without being of legal age to do this and unbeknownst to their parents, the persons looking after them and the keeper of the vehicle.

4.1.3.1.7 **In terms of losses resulting from damage covered by a mandatory insurance policy, the Company does not cover the losses following the damage engaging the Insured in a third party liability subject to insurance rendered legally mandatory** (except hunting third party liability).

4.1.3.1.8 **In terms of the losses resulting from a gross fault, the Company does not cover the civil recourse intended to compensate the damage suffered by the Insured who has reached the age of 16 and resulting, even partially, from one of the gross faults listed below, where the Insured is the author or co-author:**

4.1.3.1.8.1 **alcohol intoxication with a rate at least 0.30 g/l of blood higher than the legal limit provided for under Luxembourg legislation regulating the traffic on all public roads, inebriation or a similar state resulting from the absorption of products other than alcoholic drinks;**

4.1.3.1.8.2 **damages resulting from bets or wagers;**

4.1.3.1.8.3 **damages caused when crimes or voluntary offences are committed.**

4.1.3.1.9 **In terms of the losses resulting from a deliberate act, the Company does not cover the disputes relating to the personal liability of the insured who has reached the age of 16.**

4.1.3.1.10 **Is similarly excluded the criminal defence of the Insured over 16 on the day of acts for the crimes and offences equated with crimes.**

4.1.3.1.11 **In terms of the losses relating to the death of a close family member, the Company does not cover the losses relating to the compensation of damage suffered by the Insured and resulting from the death of a person who is not an Insured Party, nor related by marriage to or a direct relation of an Insured Party.**

4.1.3.1.12 **In terms of losses relating to exceptional incidents, the Company does not cover:**

- the losses resulting from war, strikes or riots, including civil war or all collectively-inspired acts of violence whether or not accompanied by rebellion against the authorities;
- the losses resulting from natural disasters occurring in the Grand Duchy of Luxembourg.

4.1.3.1.13 **In terms of the losses relating to the rights of third parties, the Company does not cover the losses relating to the rights of third parties that the Insured might assert in his own name.**

4.1.3.1.14 **In terms of losses relating to second offences and assimilated situations, the Company does not cover the losses relating to the criminal defence of the Insured already subject to a complaint against him, official enquiries, investigations, police enquiry or prosecution concerning similar offences unless the date when the complaint was lodged or the start of the police enquiry or prosecution goes back more than five years or the proceedings resulted in an acquittal.**

4.1.3.1.15 **In terms of losses relating to collective actions, the Company does not cover the collective actions intended to put an end to a common nuisance linked to a same generating event and repair the resulting damage.**

4.1.3.1.16 **Are furthermore excluded from this cover the expenses relating to any dispute regarding any contractual liability whatsoever.**

4.1.3.2 Expenses paid by the Company

4.1.3.2.1 Expenses covered

Pursuant to item 4.1.3.1 and depending on services provided to solve the dispute covered, the **Company** pays from the first euro without the **Insured** having to advance it:

4.1.3.2.1.1 our costs to constitute and process the file;

4.1.3.2.1.2 the expert assessment expenses;

4.1.3.2.1.3 the expenses for legal and extra-judicial proceedings payable by the **Insured**;

4.1.3.2.1.4 the expenses and fees of a bailiff;

4.1.3.2.1.5 the expenses and fees of a lawyer as per what is stated under item 4.1.3.5 below.

Where the statement of expenses and fees seems to show an abnormally high amount, the **Insured** undertakes to ask the competent authority or court to issue a judgement regarding that statement of expenses and fees at the **Company**'s expense. Failing that, the **Company** reserves the option of limiting its intervention.
Furthermore, the **Company** reimburses the travel and accommodation expenses legitimately and reasonably incurred by the **Insured** if his appearance in person before a foreign court is legally required or ordered by decision of the court.

4.1.3.2.2 Expenses not covered

The Company shall not pay:

4.1.3.2.2.1 **the expenses and fees incurred by the Insured before the declaration of the disaster or subsequently without warning the Company, except in a justified emergency;**

4.1.3.2.2.2 **the penalties, fines and dealings with the Public Prosecution Service;**

4.1.3.2.2.3 **the principal and ancillary sums that the Insured may be required to pay under the dispute for which the Company's intervention is sought.**

4.1.3.3 Amount of cover

The expenses listed in 4.1.3.2 are paid by the **Company** up to € 8,658 per claim.
The **Company**'s internal costs for managing the file and the expenses and fees for consulting the lawyer provided for under item 4.1.3.6 are not considered when determining this amount.
When several **Insured** Parties are involved in a dispute, the **Policyholder** specifies to the **Company** the priorities to be given to each one until the amounts covered are exhausted.
When recourse is exercised against the liable third parties, the beneficiaries of this cover themselves set the amount of sums to be claimed whilst making the supporting documentation available to the **Company**. The **Company** shall not enter a deal without their prior consent.

4.1.3.4 Third party insolvency

The **Company** provides cover when information obtained shows that the third party considered liable is insolvent.
The **Company** shall pay € 8,658 per claim, for the **damages** granted by the Courts to compensate for the damage and interests incurred by the **Insured Parties** when the third party liable for the accident is declared insolvent after all channels of recourse have been undertaken.
It is hereby expressly agreed that, if the liable third party's fortunes improve, the **Company** shall only exercise its right of recourse provided that the **Insured** has exercised his rights previously or has formally waived them.

4.1.3.5 Freedom to choose a lawyer

When, with the prior written consent of the **Company**, a lawyer has to be approached to defend or serve the interests of the **Insured**, the latter or his authorised representative shall be free to choose a lawyer. Insofar as the law applicable to the procedure permits, he can also choose any other person with the required qualifications to defend his interests :

4.1.3.5.1 **in case of criminal prosecution proceedings;**

4.1.3.5.2 **when a recourse does not find an amicable solution** and a legal or administrative proceeding must be undertaken;

4.1.3.5.3 **whenever a conflict of interests arises** between the **Insured** and the **Company**; in this case, the **Company** asks the **Insured** to use its choice.

The **Insured**'s freedom to choose is exercised even for proceedings undertaken abroad.
The **Company** can advise the **Insured** on his choice should he wish.
To benefit from having his lawyer's expenses and fees paid, the **Insured** undertakes - except in a justified emergency - to communicate the name of his lawyer to the **Company** in advance and in writing, to advise it of the implementation and monitoring of the said proceeding.
The **Insured** and the **Company** manage the proceeding jointly.
If the **Insured** decides to change lawyers during proceedings, the **Company** shall only pay the expenses and fees for the intervention of a single lawyer.

If a proceeding is taking place in the Grand Duchy of Luxembourg and the **Insured** has chosen a lawyer abroad, the **Company** shall only pay the travelling expenses for this lawyer that it would normally have had to pay if the **Insured** had chosen a lawyer in the Grand Duchy of Luxembourg.

4.1.3.6 Arbitration

Where there is a conflict of interest between the **Company** and the **Insured** or disagreement as to the settlement of the dispute, the difference is submitted, without prejudice to item 4.1.3.5.3, to two arbitrators, one named by the **Company** and the other by the **Insured**. Failing agreement between them, they shall be adjudicated by a third arbitrator appointed by them. Failure by one of the parties to name its own arbitrator, or failure by the two arbitrators to agree on the choice of a third, shall result in the nomination being made by the President of the court in the district where the **Insured** resides, via a summary order.
Their decision is final and cannot be appealed.
Each party pays the fees of its arbitrator and half those of the third arbitrator.
If, before any arbitration or contrary to the opinion of the arbitrators, the **Insured** resorts to legal action and obtains a more favourable solution compared with the opinion of the **Company** or the arbitrators, the **Company** compensates him for the expenses incurred to carry out this action.

4.1.3.7 Subrogation

The **Company** is subrogated in the rights of the **Insured** to recover all sums it has advanced.

4.1.4 E-protection

These special terms and conditions shall apply if the specific terms and conditions state that the "E-protection" cover has been granted.
To benefit from the service "legal aid - E-protection" cover, the **Insured** is to telephone the helpline at **45.30.55** (Luxembourg).
The terms used under this cover should be understood to be:

- Service Provider, LAR or Les Assurés Réunis S.A. – BCE no. VAT BE 0403 250774 RPM Brussels – Head office: rue du Trône 1 B-1040 Brussels. Legal protection claims are managed by the Service Provider duly mandated by the **Company** to this effect.
- AXA Assistance, the assistance company INTER PARTNER ASSISTANCE S.A., approved under code 0487 for the following insurance classes: accidents, illness, other damage to property, motor third party liability, general third party liability, miscellaneous pecuniary losses, legal assistance and assistance (Royal Decree of 4 and 13 July 1979, Belgian Official Journal of 14 July 1979), whose head office is at 1050 Brussels, Avenue Louise 166, Boîte postale 1, company no. 0415.591.055.

The Service Provider and AXA Assistance undertake to perform all the services covered on behalf of the **Company**.
Personal details about the **Insured** that are communicated to the Service Provider or AXA Assistance under this policy shall be used for the purposes of insurance management, clientèle management, controlling fraud and dispute management by the **Company**, by the Service Provider and by AXA Assistance and are likely to be transferred by AXA Assistance to service providers and sub-contractors that it calls on. These may be located outside the European Union.

Loss is understood to mean any disagreement causing the **Insured** to assert a right or withstand a claim, up to and including before a legal body; by extension, all proceedings leading the **Insured** to defend himself in front of a criminal court or investigative authority.
A single loss shall be considered to be any follow-up of disputes, involving one or several people, **Insured Parties** or third parties, resulting from the same event or showing connectedness relationships. Connectedness is understood to mean a loss with close relationships, whether legal or otherwise, that could potentially justify a joinder if legal proceedings take place with another dispute or disagreement.

In case of extra-contractual civil recourse, the event causing the loss shall be considered to have occurred when the damaging action took place. In all other cases, the event causing the loss shall be considered to occur at the time when the Insured, his opponent or a third party has started or is assumed to have started to contravene a legal or contractual obligation or directive.
The Service Provider intervenes for the losses following an event occurring during the period during which cover is effective (subject to waiting times) that are declared at the latest sixty days after the policy has expired, unless the **insured** person establishes that he advised us as quickly as could reasonably be achieved, provided nevertheless that he did not become aware of the situation giving rise to the loss prior to taking out the policy or that he proves that it was impossible for him to have known about the said situation before this date.

4.1.4.1 Definitions

4.1.4.1.1 Insurance year

The period between :
- the date the policy comes into effect and the first main premium due date,
- two main premium due dates,
- the last main premium due date and the date the policy was terminated.

4.1.4.1.2 Insured

Without prejudice to Article 1.3 of the common definitions, the following shall be considered insured, provided that they are domiciled in the Grand Duchy of Luxembourg and normally reside there :
- the **Policyholder** as a natural person;
- the spouse, or cohabiting partner, of the **Policyholder**;
- the children of the **Policyholde**r, and those of his spouse or cohabiting partner, residing under the roof of the **Policyholder** at the address specified in the specific terms and conditions;
- the under-age children of the **Policyholder** and those of his spouse or cohabiting partner, even if they do not reside under the roof of the **Policyholder**;
- the single, over-age children of the **Policyholder** under the age of 26 and those of his spouse or cohabiting partner, when they do not reside under the roof of the **Policyholder** and are students.

4.1.4.1.3 Attack on the e-reputation

The attack on the e-reputation designates an attack on the private life and personal details of the **Insured** on Internet sites, such as libel, slander, abuse and any divulgence of personal information attacking the private life of the **Insured** through, mainly, photographs, texts, videos, statements published on blogs, discussion forums, social networks, websites, etc.
Slander and/or libel is an allegation or accusation of a fact that affects the honour or the consideration of the person to whom the fact is attributed.
Abuse is defined as an offensive expression, a contemptuous remark or invective that differs from libel in that it is devoid of any factual accusation.
The attack on the private life and personal details may especially relate to the sensitive details (love life, health, ethnic origin, etc.) and the personality rights of the **Insured** (image rights, etc.).

4.1.4.1.4 Criminal deposit

Deposit of a sum into the hands of the judge by a litigant intended to guarantee the legitimacy of his complaint with claiming of civil damages.

4.1.4.1.5 Waiting time

Period starting on the date cover comes into effect, during which no intervention of the Service Provider applies.

4.1.4.1.6 Domicile

Normal main place of residence of the **Insured**.

4.1.4.1.7 E-trader

Natural persons and private law legal entities (commercial companies) who trade on the Internet and who make it their usual profession.

4.1.4.1.8 Internet

Global interconnection system of IT networks using a standardised set of data transfer protocols and crossing state borders. This network can be accessed by IT tools such as personal computers, tablets, mobile telephones, etc. It makes information available on media including electronic messaging, instant messaging or chat, websites, blogs, discussion forums and social networks.

4.1.4.1.9 Connected objects

Connected objects encompass all objects and equipment connected natively to the Internet (smartphones, computer servers) and also certain objects that do not traditionally communicate but which have this communication function (camera, scales).
Thanks to the Internet, a connected object sends information that it has captured or analysed and/or receives information to trigger a process.
The Internet of Things illustrates the connection of objects in our everyday life to the Internet. The link is created between these two worlds via WiFi or Bluetooth and by using barcodes or RFID (Radio Frequency IDentification) labels affixed to the object.

4.1.4.1.10 Intellectual property

A whole made up of industrial property rights on the one hand and literary and artistic property rights on the other.

4.1.4.1.11 Intervention threshold

Minimum amount - in principal - of a loss below which no intervention by the Service Provider is due.

4.1.4.1.12 Auction site

An Internet sale engaging several people who make offers to purchase an object.

4.1.4.1.13 Third party

Any person other than the **Insured**.

4.1.4.1.14 Usurpation of identity

Usurpation of identity describes the unauthorised use of elements of identification or authentication of the identity of the **Insured** by a third party with a view to carrying out a fraudulent action causing a loss for the **Insured**.
The elements of identification covered are as follows:
- name
- postal or physical address
- telephone number
- identity card
- passport
- driving licence
- registration document or number of a vehicle belonging to the **insured**
- bank details
- social security number
- bank card number when no debit has been made (otherwise, the dispute is connected with the fraudulent use of means of payment).

The elements of authentication relate to:
- identifiers
- logins and passwords
- IP addresses
- e-mail addresses
- bank card numbers (when no debit has been made)
- fingerprints.

4.1.4.1.15 Fraudulent use of means of payment

Fraudulent use of means of payment is understood to mean the unauthorised use by a third party, to the detriment of an **Insured Party**, of:
- cheques (excluding travellers cheques and luncheon vouchers),
- bank cards (purchases and cash withdrawals from ATM),
- electronic money (any monetary value representing a claim against an issuer that is stored on an electronic medium) of the **Insured**.

4.1.4.1.16 Private life

All acts and situations that are not the result of exercising a professional activity, i.e. an activity exercised normally for profit.

4.1.4.2 Legal aid – E-protection: Purpose of the legal aid: prevention and legal information

This is a front line legal information service by telephone.
Legal questions are explained verbally in legal terms (summary and synthesis) in everyday language and relative to Luxembourg law.
The legal nature of questions that may be submitted to the legal aid phone line is determined by the scope of covers taken out under the policy in force.
The telephone number for the general legal aid phone line is **45 30 55**.
Organisation of the legal aid: the miscellaneous legal aid services may be contacted from 9 a.m. to 12 noon and from 2 p.m. to 6 p.m. Monday to Friday, except on public holidays at the aforesaid telephone number.

4.1.4.3 Legal protection

The Service Provider undertakes, under the conditions set out below, to provide services and pay the costs, if necessary, so that the **insured party** may avail himself of his rights as plaintiff or defendant, either in a legal, administrative or other procedure or outside any procedure.

4.1.4.3.1 Purpose of the legal protection

The aim of this legal protection is to protect the **Insured** from Internet-related risks in his private life under the conditions set out below.
Payment shall be limited to one loss per type of "E-protection" cover per insurance year.

4.1.4.3.2 Cover in case of usurpation of identity

The **Insured** benefits from services mentioned below.

4.1.4.3.2.1 Amicable defence of legal interests

The Service Provider undertakes in a case of usurpation of identity to help the **insured party**, in case of loss covered, to avail himself of his rights amicably by providing him with services and covering the resultant costs.

4.1.4.3.2.2 Legal defence of interests

The Service Provider undertakes, in a case of usurpation of identity where no amicable solution can be reached, to cover the costs resulting from defending the interests of the **Insured** in court in the limits set out under paragraph 4.1.4.4.9.

4.1.4.3.2.3 Compensation for any loss

Subject to cover conditions and exclusions mentioned below and provided that the intervention of the Service Provider has not allowed the claim to be settled within five months of the declaration of loss, the Service Provider reimburses the **Insured** in case of usurpation of identity with the following costs:
- fraudulent transaction committed provided that the **Insured** suffers loss because of it,
- loss of salary in case of unpaid leave taken for a court summons limited to five days,
- postal charges,
- extra telephone charges made necessary to limit the loss up to € 30 a month,
- bank charges,
- cost of reconstituting identity documents.

Payment shall be limited to one claim per insurance year and compensation shall be paid for the loss within the global limit of € 5,000 including VAT per insurance year as specified under paragraph 4.1.4.4.9.
The Service Provider undertakes to pay the **Insured** the sums agreed within thirty days of him accepting the offer.

Supporting documents to be provided:
The **Insured** must provide all supporting documents for his loss for compensation purposes, mainly:
- photocopies of bank statements mentioning the fraudulent transaction committed unbeknownst to him and the relevant costs in a case of a debit balance,
- photocopies of the payslip from which are deducted the unpaid leave taken for a court summons,
- receipt for a formal complaint,
- telephone bills,
- correspondence exchanged with the payment service provider,
- correspondence exchanged with the administration.

The Service Provider may be led to ask the **Insured** for additional documents relating to the supporting documents to be provided listed below the assess the compensation amount.

4.1.4.3.3 Cover in case of fraudulent use of means of payment

The **Insured** benefits from services mentioned below.

4.1.4.3.3.1 Amicable defence of legal interests

The Service Provider undertakes in a case of fraudulent use of means of payment to help the **insured party**, in case of loss covered, to avail himself of his rights amicably by providing him with services and covering the resultant costs.

4.1.4.3.3.2 Legal defence of interests

The Service Provider undertakes, in a case of fraudulent use of means where no amicable solution can be reached, to cover the costs resulting from defending the interests of the Insured in court in the limits set out under paragraph 4.1.4.4.9.

4.1.4.3.3.3 Compensation for any loss

This compensation is applicable in the case of illegitimate non-intervention by the payment service provider within five months of the declaration of loss and subject to the cover conditions and exclusions below.
In the case of fraudulent use of means of payment, the Service Provider reimburses the **Insured** with the following costs to close the claim:
- fraudulent transaction committed to his detriment,
- loss of salary in case of unpaid leave taken for a court summons limited to five days,
- postal charges,
- extra telephone charges made necessary to limit the loss up to € 30 a month,
- bank charges,
- cost of reconstituting means of payment.

Payment shall be limited to one claim per insurance year and compensation shall be paid for the loss within the global limit of € 5,000 including VAT per insurance year as specified under paragraph 4.1.4.4.9.
The Service Provider undertakes to pay the **Insured** the sums agreed within thirty days of him accepting the final compensation offer.

Supporting documents to be provided:
The **Insured** must provide all supporting documents for his loss for compensation purposes:
- photocopies of bank statements mentioning the fraudulent transaction committed unbeknownst to him and the relevant costs in a case of a debit balance,
- photocopies of the payslip from which are deducted the unpaid leave taken for a court summons,
- receipt for a formal complaint,
- telephone bills,
- correspondence exchanged with the payment service provider,
- correspondence exchanged with the administration.

The Service Provider may be led to ask the **Insured** for additional documents relating to the supporting documents to be provided listed below the assess the compensation payment.

4.1.4.3.4 Cover in the case of attack on the e-reputation

The **Insured** benefits from the services listed below subject to the following cumulative conditions:
- the attack on the e-reputation must be after taking out the policy,
- the dispute must oppose the **Insured** to a person responsible for the attack on the e-reputation,

provided that the action is appropriate and that the person responsible is located in one of the

countries listed under the present terms and conditions (whether he is the author of the damaging information, the publisher or the hosting company of the site on which this information was published).

4.1.4.3.4.1 Amicable defence of legal interests

The Service Provider undertakes in a case of attack on the e-reputation to help the **insured party**, in case of loss covered, to avail himself of his rights amicably by providing him with services and covering the resultant costs.

4.1.4.3.4.2 Legal defence of interests

The Service Provider undertakes, in a case of attack on the e-reputation where no amicable solution can be reached, to cover the costs resulting from defending the interests of the **Insured** in court in the limits set out under paragraph 4.1.4.4.9.

4.1.4.3.4.3 Payment of costs for cleaning or embedding of information

In case of attack on his e-reputation, the Service Provider can put the **Insured** in contact with specialised companies, should he so request, for which it pays the costs and fees limited to € 5,000 including VAT per insurance year (as specified under paragraph 4.1.4.4.9) for the information cleaning and embedding and subject to cover conditions and exclusions.
The Service Provider will only mandate this company once it has received the written agreement of the **Insured** for this work.
Where the **Insured** refuses the intervention of a company for information cleaning and embedding operations, the cover no longer applies in case of attack on the e-reputation.
This company will have the task, firstly, of deleting the links designated by the **Insured** and, secondly, of looking for copies of those present on the day of the declaration, subject to Internet-related technical limitations.
Should it prove impossible to delete the links designated by the **Insured** and provided the **Insured** has lodged a complaint, the company specialising in the e-reputation will create the content that will be referenced in the first pages of the main search engines. The result obtained is subject to the lack of modifications to the search algorithms used. The aim of this new content will be to roll back the damaging information in the results of the main search engines.
The obligation of the Service Provider and the specialised company to delete or embed information damaging to the **Insured** is an obligation of means and not of result.
The Service Provider and the specialist company therefore undertake to do everything possible for the success of the operation without guaranteeing that the desired result is necessarily achieved.

4.1.4.3.5 Cover in case of purchase of tangible personal property from an e-trader

Cover shall be granted in case of loss relating to the purchase of tangible personal property from an e-trader.
The property must have the following cumulative characteristics to be covered:

- be transportable,
- be purchased on the Internet,
- be new,
- have a value of between € 150 and € 5,000 including VAT,
- be acquired from a professional domiciled in Luxembourg, Belgium France or the Netherlands,
- be delivered by post with acknowledgement of receipt or by private courier,
- be delivered in Luxembourg to the **Insured**'s private residence.

In addition, the property must show the following alternative characteristics:
- be delivered broken,
- or be delivered incomplete,
- or be delivered defective or non-compliant with the tangible personal property actually purchased,
- or not correspond to the manufacturer's or distributor's reference specified on the order form,
- or not be delivered after five calendar days following the expiry of the delivery date specified by the trading site on the order confirmation.

The loss opposing the **Insured** to the carrier of the tangible personal property is also covered.
The **Insured** benefits from services mentioned below.

4.1.4.3.5.1 Amicable defence of legal interests

The Service Provider undertakes in a case of purchase of tangible personal property from an e-trader to help the **insured party**, in case of loss covered, to avail himself of his rights amicably by providing him with services and covering the resultant costs.
To do so, the Service Provider shall analyse the legal aspects of the contentious situation of the **Insured**, give him personalised advice on how to resolve the matter and establish the best approach towards defending his interests.
Provided that the action is appropriate and without guaranteeing the defence of the rights of the **Insured** to the judicial function and the payment of costs, the Service Provider will intervene directly with the opposing party to set out its analysis of the loss and remind him of his legal or contractual obligations, in conjunction with the **Insured**.

4.1.4.3.5.2 Compensation for any loss

Provided that the e-trader does not respond favourably to the request of the Service Provider within three months of the declaration of loss in order to close the claim and subject to cover conditions and exclusions, the Service Provider reimburses the **Insured** with the amount corresponding to the purchase price including VAT of the contentious property if:
- it has not been reimbursed by the e-trader nor the shipping charges for the contentious property if it had to be send back to the Service Provider,
- it has not been paid by a company guaranteeing the security of the transaction,
- it has not been delivered,
- it has been delivered defective or broken or incomplete or non-compliant with the object purchased or does not correspond to the manufacturer's or distributor's reference specified on the order form.

Payment shall be limited to one claim per insurance year and compensation shall be paid for the loss within the global limit of € 5,000 including VAT per insurance year as specified under paragraph 4.1.4.4.9.
If the e-trader agrees to the return of the tangible personal property and then sends a replacement item or reimburses the **Insured**, the costs of reshipping the tangible personal property to the e-trader are covered providing that he does not pay them.
If the e-trader agrees to the return of the tangible personal property but does not send a replacement item or reimburse the **Insured**, the costs of reshipping and reimbursing the purchase price of the tangible personal property are covered.
If the e-trader does not agree to the return of the covered item, the cost of shipping the tangible property to the Service Provider and the reimbursement of the purchase price are covered.
If the damaged tangible property is part of a set that proves to be unusable separately and irreplaceable, the compensation is paid up to the purchase price of the full set.

Supporting documents to be provided:

The **Insured** must provide supporting documents for his loss for compensation purposes:

- the print-out of the order document (e-mail), any confirmation of acceptance of orders from the e-trader,
- he copy of his account statement or the drawdown notice certifying the amount(s),
- for shipment by post, the receipt held by the **Insured**,
- if the item has been returned to the trader, the document in corroboration of his shipping costs with acknowledgement of receipt.

The Service Provider may be led to ask the **Insured** for additional documents relating to the supporting documents to be provided as listed below to assess the compensation payment.

4.1.4.3.6 Cover in case of purchase of a service from an e-trader

Cover shall be granted in case of loss relating to the purchase of a service from an e-trader.
The service must have the following cumulative characteristics to be covered:

- be purchased on the Internet,
- be acquired from a professional domiciled in Luxembourg, Belgium France or the Netherlands,

In addition, the service must show the following alternative characteristics:

- poor execution,
- failure to execute.

4.1.4.3.6.1 Amicable defence of legal interests

The Service Provider undertakes in a case of a loss relating to the purchase of a service from an e-trader to help the **Insured,** in case of loss covered, to avail himself of his rights amicably by providing him with services.

4.1.4.3.6.2 Legal defence of interests

The Service Provider undertakes, in a case of a loss relating to the purchase of a service from an e-trader where no amicable solution can be reached, to cover the costs resulting from defending the interests of the **Insured** in court in the limits set out under paragraph 4.1.4.4.9.

4.1.4.3.7 Connected object cover

Cover applies to a loss relating to the failure that a connected object may cause in a loss relating to usurpation of identity, to the fraudulent use of means of payment, to the attack on the e-reputation, to the purchase of tangible personal property from an e-trader or to the purchase of a service from an e-trader.
The **Insured** benefits from services mentioned below.

4.1.4.3.7.1 Amicable defence of legal interests

The Service Provider undertakes in a case of a loss relating to the failure of a connected object to help the **Insured**, in case of loss covered, to avail himself of his rights amicably by providing him with services.

4.1.4.3.7.2 Legal defence of interests

The Service Provider undertakes, in a case of a loss relating to the failure of a connected object where no amicable solution can be reached, to cover the costs resulting from defending the interests of the **Insured** in court in the limits set out under paragraph 4.1.4.4.9.

4.1.4.3.8 General exclusions

The Service Provider does not cover the losses resulting from:

- **disputes relating to intellectual property or other similar rights (trademarks, copyright, etc.);**
- **disputes relating to customs or fiscal matters;**
- **the participation in the administration or management of a civil or commercial association or company;**
- **an arrangement for payment deadlines not involving deep-rooted opposition by the Insured;**
- **remunerated or professional activity;**
- **political or union activity, elective mandate;**
- **the complicity of the Insured to cooperate directly or lend for the execution such aid that, without his assistance, the event causing the loss could not have occurred or to give instructions or to procure instruments or any other means that served to accomplish the event causing the loss, knowing that they were intended to be used for that purpose;**
- **the constitutional revision of a law;**

- **a gross fault:**
  - **not have taken all reasonable measures to keep the credit or debit card secure and his customised safety provisions, as for example: making it possible for a third party (including the spouse, a member of his family and friends) to know the PIN and/or use the credit or debit card, indicating his PIN on any kind of medium whatsoever;**
  - **not n otifying his bank immediately as soon as the Insured has noted the loss, theft or abusive use of his credit or debit card or any other unauthorised use of his credit or debit card;**
  - **not using the credit or debit card in accordance with the contractual conditions of use of the said credit card;**
  - **not having an up-to-date anti-virus system enabled on the computer:**
    - **provided that the lack of anti-virus is the only reason for potentially avoiding the loss;**
    - **provided that there are anti-virus systems in the computer's environment;**
  - **for offences qualified as intentional and their consequences.** Nevertheless, the cover shall be granted when the decision (acquittal of the **Insured** or order of the Council Chamber or indictments dismissing the case) is given in execution of a res judicata. Express reference is made to the indictment by the Prosecution or to the citation to assess the cover;
- **for the crimes or the correctionalised crimes and their consequences;**

Also excluded are:

- **the losses relating to the rights of third parties that the Insured might assert in his own name;**
- **the losses relating to the rights transferred to him after the loss occurred;**
- **the losses relating to collective actions emanating from a group of at least ten people, intended to put an end to a common nuisance linked to a same generating event and repair the resulting damage;**
- **the losses relating to the quality of bail, backing and debt assumption or of mandates received by the Insured;**
- **the compensation of any kind and legal type whatsoever that should be paid by the Insured to a third party.**

4.1.4.3.9 Specific exclusions to the "usurpation of identity", "fraudulent use of means of payment", "attack on the e-reputation" and "connected object" covers.

The Service Provider does not pay for the losses resulting from usurpation of identity or fraudulent use of means of payment or attack on the e-reputation by a person insured under these covers.

4.1.4.3.10 Specific exclusions to the "attack on the e-reputation" and "connected object" covers.

The Service Provider does not cover the losses relating to:
- **an e-reputation that the Insured has himself built up through social networks, comments on the Internet sites or using his e-mail;**
- **voluntary circulation of personal details information by the Insured or a personal details information authorisation granted by the Insured;**
- **an attack on the e-reputation made on a communication medium other than a blog, discussion forum, social network or website;**
- **the consequences of an attack on the e-reputation, i.e. any action engaged with the goal of repairing damage not resulting from the attack itself by related direct or indirect consequences;**
- **an attack on the e-reputation by a media company or journalist.**

4.1.4.3.11 Specific exclusions to the "purchase of tangible personal property from an e-trader" and "connected object" covers.

The Service Provider does not cover the losses resulting from the purchase of:
- **animals and plants;**
- **jewellery, gold- and silverware, precious stones, paintings, sculptures, carpets, cash, ingots, stamp collections, coin collections, ticket collections, bills of exchange, transferable securities, shares, bonds, coupons, debt or property securities and bills, saving certificates, postage and fiscal stamps, transport tickets and entry tickets to leisure activities;**
- **intangible movable assets with a monetary value (such as bills of exchange, cash, transferable securities, shares, bonds, coupons, securities and bills, any other debt or property security, saving certificates, postage and fiscal stamps, transport tickets and entry tickets to leisure activities);**
- **perishable goods and foodstuffs;**
- **medicines in the meaning of Luxembourg law;**
- **all categories of weapons in the meaning of Luxembourg law;**
- **motorised land vehicles;**
- **digital data to be displayed or downloaded on line;**
- **property for industrial use, property purchased to be resold as goods;**
- **property not delivered due to a postal or carrier strike, lock-out or sabotage;**
- **property traded illegally in the meaning of Luxembourg law;**
- **tangible property to an unidentified e-trader or one subject to a collective debt settlement procedure, judicial liquidation, judicial reorganisation procedure, placing in receivership or bankruptcy or which is found to have ceased payments.**

4.1.4.3.12 Specific exclusions to the "purchase of tangible personal property from an e-trader", "purchase of a service from an e-trader" and "connected object" covers.

The Service Provider does not cover the losses relating to the purchase of property or a service:
- **on an auction site,**
- **not purchased on the Internet,**
- **prohibited by the Luxembourg laws and regulations in force,**
- **that is violent, pornographic, discriminatory or attacking human dignity,**
- **where the purchase price is disputed,**
- **traded illegally in the meaning of Luxembourg law.**

4.1.4.4 Common provisions

4.1.4.4.1 Conditions of cover

The following conditions must be met for the loss to be covered:

- the loss must related to the private life of the **Insured**;
- the generating event of the loss must not be known to the **Insured** when this cover comes into effect;
- the **Insured** must declare his loss to the **Company**;
- the **Insured** must acquire the prior agreement of the Service Provider before instructing a jurisdiction, undertaking a further step in the procedure or exercising a right of recourse so that the Service Provider can analyse the information sent to it and give its opinion on the expediency of follow-up to be given to the loss.
- the **Insured** must have contracted and maintained in force the mandatory legal insurance policies incumbent on him
- the **Insured** must make no inaccurate declaration on the facts, events or situation at the origin of the loss or more generally on all the elements that could serve to resolve the loss. Failing that, the **Insured** will be stripped entirely of any right to cover for the loss in question.
- the **Insured** undertakes to send to the Service Provider any document that it will may have to request from him, to make known to any other insurers that may intervene in the management of and compensation for the loss and to declare to the Service Provider any sum received or to be received under the loss. Failing that, save for unforeseen circumstances or a case of force majeure, the Service Provider may make the **Insured** responsible for compensation proportional to the loss that he may suffer therefrom.

4.1.4.4.2 Obligations incumbent on the Service Provider in case of loss

From the moment when the cover comes into effect and within its limits, the Service Provider undertakes to:

- manage the interests of the **Insured** in the best possible way;
- advise the **Insured** on the progress status of his case.

4.1.4.4.3 Obligations incumbent on the **Policyholder** in case of loss

In case of non compliance with these obligations, the Service Provider shall reduce or cancel the indemnities and/or interventions due or claim back from the **Policyholder** any indemnities and/or costs already paid for the loss.
In the case of a loss, the **Policyholder** or, if appropriate, the **Insured** undertakes to:

- inform the Service Provider precisely as to the circumstances, extent of the damage, the identity of the witnesses and the victims within no more than eight days of the loss occurring;
- send the Service Provider without delay and authorise it to procure any useful documents and any information necessary for the proper management of the case; to this end, the **Policyholder** will make sure that all the documents providing proof of the damage when the loss occurred are assembled;
- receive the Service Provider's representative or loss adjuster and facilitate their findings;
- send the Service Provider any summonses, writs, any legal or extra-judicial deeds within 48 hours of their being remitted or served;
- be present in person at hearings for which the presence of the **Policyholder** or of the **Insured** is mandatory;
- take any appropriate measures to reduce the consequences of the loss.

4.1.4.4.4 Free choice of lawyer or loss adjuster

The Service Provider reserves the option of undertaking any approach to settle a loss amicably. The Service Provider advises the **Insured** of the expediency of launching or taking part in legal or administrative proceedings.
In the case of legal or administrative proceedings, the **Insured** is free to choose a lawyer, loss adjuster or any other person having the required qualifications to defend, represent or serve his best interests.
The Service Provider is at the disposal of the **Insured** to advise him on his choice.

4.1.4.4.5 Conflict of interests

Each time that a conflict of interests arises between the **Insured** and the Service Provider, the former is free to choose, for the defence of his interests, a lawyer or any other person with the required qualifications. The **Insured** also has the option of recourse to the arbitration procedure as described under Sections 1003 et seq. of the Civil Procedure Code.

4.1.4.4.6 Arbitration

Where there is a conflict of interest between the Service Provider and the **Insured** or disagreement as to the settlement of the dispute, the difference is submitted, without prejudice to item 4.1.4.4.5, to two arbitrators, one named by the Service Provider and the other by the **Insured**. Failing agreement between them, they shall be adjudicated by a third arbitrator appointed by them. Failure by one of the parties to name its own arbitrator, or failure by the two arbitrators to agree on the choice of a third, shall result in the nomination being made by the President of the court in the district where the **Insured** resides, via a summary order.
Their decision is final and cannot be appealed.
Each party pays the fees of its arbitrator and half those of the third arbitrator.
If, before any arbitration or contrary to the opinion of the arbitrators, the **Insured** resorts to legal action and obtains a more favourable solution compared with the opinion of the Service Provider or the arbitrators, the Service Provider compensates him for the expenses incurred to carry out this action.

4.1.4.4.7 Limitations of cover

Regardless of the scope of cover, services to assist in resolving losses are delivered within a limit of one claim per insurance year and within the limits set out under paragraph 4.1.4.4.9.
The Service Provider pays, subject to provisions listed specifically and detailed outside the common provisions and based on services provided to resolve the loss covered, the costs relating to the said loss, namely:

- the Service Provider's costs to constitute and process the file;
- the expertise costs including the VAT which has not been recovered by the **insured party** by virtue of his tax liability;
- the legal costs of the other side if the court has ordered the **Insured** to pay them;
- the costs of legal and extra-legal proceedings incurred by the **Insured**, including the legal costs relating to the criminal courts;
- the costs and fees of bailiffs including the VAT which has not been recovered by the **Insured** by virtue of his tax liability;
- the costs and fees of a single lawyer including VAT that is not recovered by the **Insured** by virtue of his tax liability, the cover not being provided if there is a change of lawyer, unless the insured party is obliged for reasons beyond his control to engage a different lawyer, except for the costs and fees to be reimbursed to the part that would have been incurred if the matter had been dealt with by a single lawyer.

If the statement of the lawyer's costs and fees is abnormally high, the **insured** party undertakes to ask the competent authority or court to issue a judgement regarding that statement at our expense.
Failing that, the Service Provider reserves the right to limit its intervention to the extent of the prejudice suffered.

- the costs of travel and accommodation reasonably incurred by the **Insured** if his appearance in person before a foreign court is legally required or ordered by decision of the court;
- the costs paid by the Service Provider for copies of police reports.

The Service Provider does not pay, subject to provisions listed specifically and detailed outside the common provisions, for:

- **the costs and fees incurred by the Insured before the declaration of loss or subsequently without warning the Service Provider;**
- **the penalties, fines, additional surtaxes and dealings with the Director of Public Prosecutions;**
- **the costs and fees of private law enquiry agencies (private detectives);**
- **the criminal deposits;**
- **the costs and fees relating to a question of constitutionality;**
- **the losses where the principal amount is no more than € 150;**
- **the costs and fees relating to cassation proceedings, if the principal amount is less than € 1,240.**

4.1.4.4.8 Waiting times

For all losses, the waiting time is one month from the policy taking effect; in any event, it must be established that the **Insured** was not aware of the dispute or could not have been aware when the "E-protection" cover was taken out.

4.1.4.4.9 Amount of cover

When several insured parties are involved in a loss, the **Policyholder** determines the priorities to be given until the amount of cover is exhausted.
When an **Insured Party** other than the **Policyholder** wishes to take action against another **Insured Party**, the cover shall not be granted.
Payment shall be limited to one loss per type of cover and per insurance year.
Independently from costs of its own services incurred to deal amicably with the loss (amicable defence), the Service Provider pays up to the amounts specified below.

Defending the interests of the Insured (*) (**) Miscellaneous expertise (amicable and legal defence) 1st instance (legal defence) Appeal (legal defence) Cassation (legal defence)	 € 2.500 € 5.750 € 5.750 € 5.750	per loss and per insurance year	Group I
Making contact in the case of attack on the e-reputation	€ 5.000 payment of costs for cleaning or embedding of information	per loss and per insurance year	Group II
Compensation for the loss suffered in case of usurpation of identity	€ 5.000 ***	per loss and per insurance year	
Compensation for the loss suffered in case of fraudulent use of means of payment	€ 5.000 ***	per loss and per insurance year	
Compensation for the loss suffered in case of purchase of tangible personal property from an e-trader	€ 5.000	per loss and per insurance year	

(*) Excluding purchase of tangible personal property from an e-trader
(**) Including case of purchase of a service from an e-trader
(***) Extra telephone charges made necessary to limit the loss up to € 30 a month.

4.1.4.4.10 Principle of distribution

Where a loss falls under several covers in a same group (I or II), only the amount of the highest service insured per group will apply; where several service amounts are identical, only one of the amounts of services insured will be available under the loss covered.

4.1.4.4.11 Subrogation

The Service Provider is subrogated in the rights of the **Insured** to the recovery of sums that it has advanced, mainly possible compensation for the proceedings.

4.1.4.5 Territory covered

The insurance takes effect:

- worldwide for the cover in case of attack on the e-reputation provided that the entity in which the information is found has a head or branch office in the European Union, including Switzerland, Monaco, Andorra, San Marino, Vatican, Liechtenstein and Norway provided that it is possible to assume the defence of the legal interests of the **Insured** and provided that the **Insured** is domiciled in Luxembourg and usually resides there;
- in a country member of the European Union, including Switzerland, Monaco, Andorra, San Marino, Vatican, Liechtenstein and Norway for the cover in case of usurpation of identity and the cover in case of fraudulent use of means of payment provided that it is possible to assume the defence of the legal interests of the **Insured** and provided that the **Insured** is domiciled in Luxembourg and usually resides there;

- in Luxembourg, Belgium, France and Netherlands for the cover in case of purchase of tangible personal property from an e-trader and the cover in case of purchase of a service from an e-trader provided that it is possible to assume the defence of the legal interests of the **Insured** and provided that the **Insured** is domiciled in Luxembourg and usually resides there;

4.2 "Travel" option

4.2.1 Cancellation

The present special terms and conditions shall apply if the specific terms and conditions state that the "cancellation" cover has been taken out.

4.2.1.1 Purpose of the cover

The **Company** shall cover the reimbursement of:
- cancellation expenses payable under the contract when travel is cancelled before departure or when the rental is cancelled before the premises can be enjoyed;
- services not received (except for transport expenses) if travel is interrupted prematurely;
- the price of the rent corresponding to the period of non-enjoyment of the rented premises;
- the additional return travel expenses and additional accommodation expenses when the **Insured** finds it impossible to return on the date and by the means initially planned.

The reimbursements are limited to the price of travel or the rental stated in the documents confirming travel.
Regarding the additional return travel expenses, unless indicated otherwise on medical grounds, the tickets covered are first class train tickets or economy class plane tickets.
Where the distance to be travelled is less than 1,000 km, first class train tickets are issued.
The total amount of these expenses is paid up to € 15,000 maximum per loss and per insurance year.

4.2.1.2 Events covered

The cover applies:

4.2.1.2.1 in the case of a serious illness, a serious bodily accident or death:

- of the **Insured**, his spouse or his common law partner, his ascendants, descendants, parents-in-law or a person designated by name on the travel docket and accompanying the **Insured** on the journey;
- brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law of the **Insured**;
- the person taking on the professional activities of the **Insured** during travel, if it is one person alone, provided that the **Insured** can provide an employer's certificate and a medical certificate, or if appropriate, a death certificate;
- the person who looks after the **Insured**'s minor children during the travel period.

Serious illness is understood to mean: a deterioration in health noted by a manifestly competent medical authority prohibiting the patient from leaving his bedroom (unauthorised exit) and involving the halting of all professional or other activity.
Serious accident is understood to mean: unintentional bodily injury to the victim from the sudden action of an external cause and prohibiting him from any journeys by his own means.
The **Company** shall cover the **Insured** only against the consequences of illnesses and accidents occurring after the travel booking date.
The relapses of pre-existing illnesses are also covered provided these relapses were not noted medically during the month prior to taking out this cover.

4.2.1.2.2 when the public transport used by the **Insured** to go to his departure point (airport, station) is late or is cancelled following wildcat strikes.

4.2.1.2.3 when the **Insured** is the victim of a traffic accident or a case of force majeure occurring on the route taken by the **Insured** to go to his departure point (airport, station).

Accident is understood to mean : a bodily accident or material accident that is covered by a claim statement to an insurer and that prevents the vehicle from being driven under normal safety conditions.

Nevertheless, traffic congestion and any event causing the standstill occurring less than one hour before scheduled loading time are not taken into account by this cover

4.2.1.2.4 in the case of economic lay-off of the **Insured** or a member of his family living under his roof, insured under this policy and mentioned on the same travel/confirmation document, provided that this situation was now known when this cover was taken out;

4.2.1.2.5 when the **Insured** is called in for an organ transplant;

4.2.1.2.6 when the **Insured** is called in to adopt a child;

4.2.1.2.7 when, for medical reasons, the **Insured** cannot undergo the vaccinations necessary for travel and that these vaccinations are required by the local authorities at destination;

4.2.1.2.8 if the **Insured**'s identity papers or visa are stolen in the 48 hours before departure and confirmed by a declaration to the competent authorities;

4.2.1.2.9 in the case of divorce, provided the procedure was placed before the courts after booking the travel and upon submission of an official document;

4.2.1.2.10 in the case of physical or legal separation, provided that one of the spouses changed residence after booking the travel and upon submission of an official document;

4.2.1.2.11 when the person with whom the **Insured** is going to stay abroad cannot accommodate him due to serious illness or serious accident as defined under item 4.2.1.2.1 or because he has died or a member of his family (up to first degree) has died.

4.2.1.2.12 in case of serious accidental material damage that had not occurred when booking travel and taking place at the main residence of the **Insured**, or his second home, or his professional premises, provided that the **Insured**'s presence is required without fail following this damage.

4.2.1.2.13 in case of pregnancy complications or disorders for the **Insured** or a member of her family up to the second degree, including premature birth before the 33rd week of pregnancy;

4.2.1.2.14 in case of pregnancy of the **Insured** provided that the travel was planned during the last three months of the pregnancy and that it was not known when the travel or rental was booked.

4.2.1.3 Geographical coverage

The cover thus defined is applied regardless of the travel destination.

4.2.1.4 Exclusions

	The following are excluded from the cover:
4.2.1.4.1	**professional travel;**
4.2.1.4.2	**travel booked by the Insured before taking out the cover and where the departure date is planned less than one month after cover comes into effect;**
4.2.1.4.3	**the abusive use of alcohol (inebriation, alcoholism), medication, drugs or narcotics;**
4.2.1.4.4	**psychotic, mental or nervous illnesses that do not need more than seven days hospitalisation;**
4.2.1.4.5	**deliberate acts;**
4.2.1.4.6	**the accidents and disorders resulting from taking part in wagers, crimes or brawls** (except in cases of legitimate defence);
4.2.1.4.7	**accidents and disorders resulting from participating, professionally or under contract with remuneration, in any sport or competition and preparatory training;**
4.2.1.4.8	**accidents resulting from practising the following sports as an amateur and at any level: mechanical sports (car, motorbike and any motorised vehicle), aerial sports, mountaineering, sliding sports giving rise to an international, national or regional classification, skeleton, combat sports and potholing.**
4.2.1.4.9	**epidemics, pollution of the natural environment and natural disasters;**
4.2.1.4.10	**strikes, wars and civil wars, riots, popular movements and acts of terrorism;**
4.2.1.4.11	**any effect of radioactive radiation and the conscious failure to comply with official bans;**
4.2.1.4.12	**the cancellations and modifications following a voluntary pregnancy termination.**

4.2.1.5 Obligations in case of loss

If the **Insured** cannot travel and has to cancel, he must:
- contact, if appropriate, his travel agent, travel or trip organiser as quickly as possible;
- take all necessary steps to prevent and limit the financial consequences of this cancellation.

The statement of cancellation must be notified to the **Company** in writing within five days of communicating the cancellation and shall be accompanied by supporting documentation.
The **Insured** must send the **Company** without delay, and in any case within thirty days, all useful information. He must answer all the questions raised to determine the circumstances and extent of the loss.
If the **Company** deems it necessary, the **Insured** behind the cancellation must furthermore submit to an examination by a doctor delegated by the **Company**.

4.2.2 Luggage

The present special terms and conditions shall apply if the specific terms and conditions state that the "luggage" cover has been taken out.

4.2.2.1 Purpose of the cover

The **Company** shall cover the **Insured** for luggage taken for travel against:
- **theft**, provided that a complaint has been filed with the competent judicial or police authorities.
- loss,
- damage due to any accidental circumstance occurring during travel.

Luggage carried outside a vehicle are only covered against the consequences of a traffic accident involving the means of transport.
Luggage is understood to mean any object for personal use that the **Insured** takes with him when travelling or which, duly registered, precedes or follows him, along with the personal property purchased during travel to be brought back to the **Insured**'s normal residence.
Valuables are not included in luggage. Provided that a complaint has been filed with the competent judicial or police authorities, the **Company** shall nevertheless cover the **Insured** for the **violent theft** of **valuables** taken when travelling.
The **Company** shall cover the reimbursement without applying the proportional rule up to a maximum of € 5,000 per claim.

4.2.2.2 Geographical coverage

The cover thus defined applies worldwide.

4.2.2.3 Mandatory safety measures

When the luggage is not registered and is found inside a vehicle, caravan, trailer or boat, the theft is covered between 7 a.m. and 10 p.m. and provided that it is accompanied by:
- the simultaneous **theft** of the vehicle, caravan, trailer or boat;
- burglary of the vehicle, boot or boat cabin.

Cover is provided in the second case where:
- the caravan or trailer is fully closed and constructed of wood, metal or rigid plastic and windows;
- all the doors of the vehicle or the boat cabin where the insured objects are located including the shutter or door closing the boot fitted in the bodywork of the car or caravan or in the boat hull are locked shut;
- the windows are closed and the sunroof is locked shut.

However, the **Company** shall also cover the luggage left in the boot of an open-top or convertible car, but only if the said boot is locked and inaccessible from inside the vehicle and provided that the boot was forced open before the **theft**, deterioration or destruction of this luggage.
There is no cover if the luggage is located in the passenger compartment of a soft-top vehicle.

4.2.2.4 Exclusions

Are not covered under this cover:

4.2.2.4.1 **luggage not owned by the Insured;**

4.2.2.4.2 **luggage left unattended in a public place;**

4.2.2.4.3 **forgotten luggage;**

4.2.2.4.4 **losses and damage caused when seized by the public authorities (police, customs, etc.);**

4.2.2.4.5 **the damage resulting directly from:**

- **wear, slow deterioration, obsolescence or defective maintenance;**
- **damp, mites, worms or parasites;**
- **rain, hail and all other atmospheric events.**

4.2.2.4.6 **the costs incurred to repair malfunctions,** unless such defects are the result of a compensable loss or damage to the luggage;

4.2.2.4.7 **indirect losses of any nature whatsoever;**

4.2.2.4.8 **purely aesthetic damage;**

4.2.2.4.9 **the breaking of fragile objects such as clocks, porcelain, mirrors and musical instruments,** unless this is the result of a fire, theft or traffic accident involving the means of transport;

4.2.2.4.10 **thefts committed by or with the complicity of the:**

- **Policyholder, his spouse, their ascendants or descendants and spouses of these people;**
- **the Insured.**

4.2.2.5 **Deductible**

Claims caused by a simple loss or due to the negligence of the Insured are subject to an **Deductible** of € 125.

4.2.3 Travel assistance

The present specific terms and conditions are applicable if the specific terms and conditions state that the "travel assistance" cover has been taken out.
To benefit from the travel assistance cover, the **Insured** shall telephone the help line on **45.30.55** (Luxembourg).
AXA Assistance must taken under the terms of this cover to mean the assistance company INTER PARTNER ASSISTANCE S.A., approved under code 0487 to practise tourist insurance (Royal Decree of 4 and 13 July 1979, Belgian Gazette of 14 July 1979), whose head office is at 1050 Brussels, Avenue Louise 166, BP 1, company no. 0415.591.055, which undertakes to perform all the assistance services covered on behalf of the **Company.**
Personal data about the **Insured** that are communicated to AXA Assistance under this policy are used for the purposes of insurance management, clientèle management, controlling fraud and dispute management by the **Company** and by AXA Assistance and are likely to be transferred by AXA Assistance to service providers and sub-contractors that it calls on. These may be located outside the European Union, including, among others, AXA Business Services, for the data it compiles during assistance services.

4.2.3.1 Definitions

4.2.3.1.1 Bodily accident

Sudden event beyond the control of the **Insured** causing a physical injury confirmed by a competent medical authority, of which one of the causes is outside the victim's body.

4.2.3.1.2 Competent medical authority

A medical practitioner recognised by the legislation in force in the country in question.

4.2.3.1.3 Residence

The legal residence stated in the special terms and conditions or, if the **Policyholder** is a legal entity, the natural person named in the special terms and conditions.

4.2.3.1.4 Medical evacuation

The transportation to a health centre in the country of legal residence of the **Insured** or foreign of a sick or injured **Insured** accompanied by medical staff (doctor and/or nurse). Medical evacuation is only used in the event of a medical emergency where it is impossible to find suitable treatment locally.

4.2.3.1.5 Hotel expenses

Payment of hotel expenses covers bed and breakfast.

4.2.3.1.6 Medical incident

An illness or bodily accident affecting an **Insured**.

4.2.3.1.7 Illness

Any involuntary health problem that can be detected medically.

4.2.3.1.8 Repatriation

Return of the **Insured** and/or **Insured Parties** to their legal residence.

4.2.3.2 Purpose and scope of the assistance

4.2.3.2.1 Purpose

AXA Assistance covers - up to the amounts indicated, including tax - an assistance service when the **Insured Parties** are victims of random events defined in this policy.

4.2.3.2.2 Geographical cover

The assistance service is provided worldwide, as soon as the **Insured** leaves his residence.

4.2.3.3 Conditions for providing the assistance service

4.2.3.3.1 AXA Assistance intervenes during the policy validity period following events defined and during the private or professional life within the limits of the geographical area and the amounts covered.

4.2.3.3.2 These events must without fail be the subject of a request for intervention to AXA Assistance at the time they occur, unless expressly specified otherwise for certain covers.

4.2.3.3.3 The most appropriate means of transport shall be chosen by AXA Assistance; if the distance to be covered is less than 1,000 km, the priority transport shall be by train (first class); if the distance to be covered is greater than 1,000 km, the priority transport shall be by air (commercial flight, economy class).

4.2.3.3.4 **No subsequent right to reimbursement or indemnity is associated with any services not requested at the time of the events and those refused by the Insured or organised without the agreement of AXA Assistance. The event must without fail be notified to AXA Assistance as soon as it occurs and a certificate from the local authorities or emergency services must be sent to AXA Assistance.**

An exception to this rule is made for:
- **the expenses for search and rescue abroad (article 4.2.3.4.2);**
- **the transport expenses for the injured Insured on ski slopes;**
- **medical expenses incurred abroad (article 4.2.3.4.5) that do not require hospitalisation up to a maximum of two medical examinations per insurance year and subject to presentation of a medical certificate;**

4.2.3.3.5 The cover of this agreement is limited to journeys undertaken within a maximum of ninety consecutive calendar days. **Events that occur after this period are not covered.**

4.2.3.3.6 **The cover shall not apply if, without prejudice to the official statement from the Ministry of Foreign Affairs advising citizens not to travel to a country experiencing disorders, riots, war or civil war, the Insured nevertheless decides to undertake his journey.**

4.2.3.4 Personal assistance

4.2.3.4.1 Medical assistance

In the case of a medical incident occurring to an **Insured**, the AXA Assistance medical team contacts the local general practitioner, after the first call, to intervene under the conditions most appropriate to the condition of the **Insured**. In all cases, the organisation of first aid is assumed by the local authorities.

4.2.3.4.2 Search and rescue expenses abroad

AXA Assistance reimburses the search and rescue expenses incurred to save the life or physical integrity of an **Insured** up to an exchange value of € 5,000 per claim provided that the rescue results from a decision taken by the local competent authorities or official emergency services. The event must without fail be notified to AXA Assistance as soon as it occurs and a certificate from the local authorities or emergency services must be sent to it.

4.2.3.4.3 Reimbursement of the "ski lift" season ticket

Where the condition of the injured **Insured** leads to more than 24 hours hospitalisation and/or repatriation organised by AXA Assistance, his "ski lift" season ticket shall be reimbursed, upon presentation of the original, pro rata to the time during which it could not be used, up to a maximum of € 125.

4.2.3.4.4 Skiing accident abroad

In case of a bodily accident on a ski slope, AXA Assistance reimburses the **Insured**, on presentation of an original supporting document, the expenses for being brought down on a rescue sled incurred following this accident. The accident must without fail be notified to AXA Assistance at the latest within 72 hours of its occurrence.
This cover is excluded when the disaster occurs following skiing off marked routes without a guide approved by the country's authorities.

4.2.3.4.5 Reimbursement of medical expenses following a medical accident abroad

AXA Assistance pays, after deduction of an excess of € 40 per claim and per **Insured** and after exhaustion of the subsidies guaranteed by any third-party payer, the expenses following care received abroad, following a medical incident up to a maximum of € 150,000 per **Insured**.
This cover includes :

- medical and surgical fees;
- the medications prescribed by a local doctor or surgeon;
- the expenses for minor dental care, i.e. the emergency preservative treatment following an accident or acute crisis, where treatment is given by a qualified dentist up to a maximum of € 125 per **Insured** (excluding prosthesis);
- the cost of hospitalisation provided that the **Insured** is deemed non-transportable by the AXA Assistance doctors.
- the expenses for transport ordered by a doctor for a local journey.

4.2.3.4.5.1 Excluded medical expenses

The following are not reimbursed:
- **interventions and treatments for aesthetic reasons.**
- **the medical expenses incurred in the Grand Duchy of Luxembourg (area of residence), whether or not they follow an accident or illness occurring abroad;**
- **the expenses for cures, massages, physiotherapy and vaccination;**
- **the treatments not recognised by the Luxembourg social security;**
- **the expenses for glasses, contact lenses, medical apparatus and the expenses for prostheses in general;**
- **the expenses resulting from the use of narcotics (except when prescribed medically) and/or abuse of alcohol;**
- **any request for intervention not submitted at the time of the events, except for medical expenses abroad that did not lead to hospitalisation.**

4.2.3.4.5.2 Conditions governing the payment of medical expenses

4.2.3.4.5.2.1 The payment and/or reimbursement is in addition to reimbursements and/or payments obtained by the **Insured** or his beneficiaries from the social security and/or any other insurance organisation to which he belongs.

4.2.3.4.5.2.2 The payment and/or reimbursement of treatment expenses relates to the public health system. The payment and/or reimbursement of treatment expenses for a private health system shall only be made if technical and medical imperatives justify this and the medical service of AXA Assistance has given its prior consent.

4.2.3.4.5.2.3 When the **Insured** has no valid cover under the Social Security system and/or any other insurance organisation, AXA Assistance only reimburses medical expenses in addition to reimbursements and/or payments obtained by the **Insured** (or his beneficiaries) from the social security or any other insurance organisation.

4.2.3.4.5.3 Medical expenses payment procedures

The complementary payment for these expenses is made by AXA Assistance to the **Insured** on his return to the Grand Duchy of Luxembourg (area of residence), after recourse to the organisations stipulated in the previous paragraph, on submission of all original supporting documents. If medical expenses are advanced by AXA Assistance, the **Insured** undertakes to take the necessary steps, within two months of the receipt of invoices, for the recovery of these expenses from the social security and/or any other insurance organisation to which he/she belongs and to pay back to AXA Assistance the amount of the sums thus obtained.

4.2.3.4.6 Sending a doctor to the site

Following a medical incident and if the AXA Assistance medical team considers it necessary, AXA Assistance commissions a doctor or a medical team to go to the **Insured** in order to assess better and organise the measures to be taken.

4.2.3.4.7 Hospitalisation of more than five days of the **Insured** travelling alone abroad

When the **Insured** travelling alone is hospitalised following a medical incident and the doctors appointed by AXA Assistance advise against transporting him before five days have elapsed, AXA Assistance organises and pays for:

- The return trip for a family member or relation living in the same country as the **Insured**'s residence to be at the bedside of the sick or injured **Insured**,
- The local hotel expenses for this person shall be paid by AXA Assistance up to a maximum of € 65 a day for ten days at most and against submission of original supporting documents.

4.2.3.4.8 Expenses for extending the Insured's stay abroad

AXA Assistance pays the expenses for extending the stay in the hotel of the sick or injured **Insured** if he cannot, on local medical advice, undertake the return journey on the date initially planned. The decision to extend his stay must be approved in advance by the AXA Assistance doctor.
These expenses are limited, per medical incident, to a maximum of € 65 a day, for ten days maximum and against submission of original supporting documents.

4.2.3.4.9 Repatriation or transportation following a medical incident

If the **Insured** is hospitalised following a medical incident and the medical team of AXA Assistance considers it necessary to transport him to a medical centre that is better equipped, more specialised or closer to his residence in the Grand Duchy of Luxembourg (area of residence), AXA Assistance organises and pays for the repatriation or medical transportation of the sick or injured **Insured**, under medical supervision if necessary and, depending on the seriousness of the case, by:

- rail (first class);
- patient transport car;
- ambulance;
- scheduled airline, economy class with special equipment if necessary;
- air ambulance.

Where the event occurs outside Europe and countries bordering the Mediterranean, transport shall be via scheduled airline (economy class) only.
The decision on transport, the means to be used and the choice of the hospitalisation location where appropriate abroad is taken by the AXA Assistance doctor based solely on technical and medical imperatives. The AXA Assistance doctor must without fail give his agreement before any transportation takes place.
The information from local doctors and/or the normal general practitioner can be essential in helping the AXA Assistance doctors make the decision that seems the most appropriate.
It is, in this respect, agreed expressly that the final decision to be applied in the interest of the **Insured** has to be taken as a last resort by the AXA Assistance doctors to prevent any conflict of medical authority.
In addition, where the **Insured** refuses to comply with the decision considered the most appropriate by the AXA Assistance doctors, he discharges AXA Assistance expressly from any liability, mainly in case of return by his own means or should his state of health worsen.

4.2.3.4.10 Repatriation of a person deceased during a trip abroad

In the case of the death of an **Insured Party** abroad and if his family decides on burial (or cremation) in the country of the **Insured**'s legal residence, AXA Assistance organises the repatriation of the mortal remains and pays for:

- the funeral arrangement expenses;
- the expenses for placing the body in the bier locally;

- the expenses for a coffin up to a maximum of € 620;
- the expenses for transporting the mortal remains from the place of death to the place of burial or cremation in the country of the **Insured**'s legal residence.

The expenses for service and burial or cremation in the country of legal residence of the **Insured** are not paid by AXA Assistance. Where the family opts for burial or cremation locally abroad, AXA Assistance organises and pays for the same services as stated earlier. In addition, it organises and pays for the return trip for a family member or relation living in the same country as the **Insured**'s legal residence to attend the burial or cremation.
In the case of local cremation abroad with a service in the country of the legal residence of the **Insured**, AXA Assistance pays the expenses for repatriating the urn to the said country.
The AXA Assistance intervention is, in all cases, limited to the assumed expenses of repatriating the mortal remains to the country of the legal residence of the **Insured**. AXA Assistance has the exclusive right to chose the companies involved in the repatriation process.

4.2.3.4.11 Repatriation expenses for other **Insured Parties** in the event of medical evacuation or death of an **Insured** abroad

In the event of medical evacuation or death of an **Insured** abroad, AXA Assistance organises and pays for, up to the country of their legal residence, the early return of other **Insured Parties**. This cover applies provided that the other **Insured Parties** cannot use the same means of transport as on the outward journey or the one initially planned for the return and return to the country of their legal residence by their own means.
AXA Assistance organises and also pays for the return of domestic animals (dog(s) or cat(s)) accompanying the **Insured**.

4.2.3.4.12 Cover abroad for children under 16

Where the **Insured Party(ies)** accompanying children under 16 find it impossible to look after them following a medical incident, AXA Assistance organises and pays for the return trip of one person, residing in the country of residence of the **Insured**, nominated by the family to go and fetch the children under 16 and bring them home.
AXA Assistance shall pay for one night's hotel expenses for this person up to a maximum of € 65 against original supporting documents.
If it is impossible to reach any of the people mentioned above, or if those people are unable to make the trip, AXA Assistance sends a representative to look after the children and bring them back to the country of residence of the **Insured** and place them in the care of the person nominated by the **Insured**. This cover cannot be combined with the cover provided for under item 4.2.3.4.13 (Early return of an Insured).

4.2.3.4.13 Early return of an **Insured Party**

If the **Insured** has to interrupt his journey abroad due to:

- the death or unexpected hospitalisation of more than five days of a family member (spouse, child, grandchild, brother, sister, father, mother, grandparents, parents-in-law, brother-in-law, sister-in-law) in the country of his legal residence.
- the unexpected death of an irreplaceable associate in the day-to-day running of the **Insured**'s company or the **Insured's** replacement in his profession; AXA Assistance organises and pays, up to their residence or the place of burial in the country of their legal residence, for:
- either, the return journey of an **Insured Party**;
- or the return journey of two **Insured Parties**.

The "Early return of an **Insured Party**" is only covered on presentation of a death or hospitalisation certificate and only if the illness or death was unforeseen when the **Insured** left the country.

4.2.3.5 "Travel" assistance abroad

4.2.3.5.1 Miscellaneous information

AXA Assistance gives the **Insured**, by telephone, information relating to a trip abroad (visas, passports, vaccination, etc.).

4.2.3.5.2 Assistance in the event of loss, theft or destruction of luggage or delay in its arrival

In the event of the loss or theft of luggage of an **Insured Party**, AXA Assistance shall communicate to the **Insured** information concerning the formalities required for the declaration of the theft or loss of luggage.
In case of theft, loss or destruction of luggage of an **Insured Party**, AXA Assistance organises and pays for sending a suitcase of replacement personal items weighting 20 kg maximum. The suitcase must be deposited in advance at the registered office of the **Company** and be accompanied by a precise inventory of its contents.
AXA Assistance cannot, under any circumstances, be held liable for the loss or deterioration of the suitcase to be sent abroad, nor for the disappearance of its contents.
The intervention of AXA Assistance in routing luggage is subject to the production of the PIR (Property Irregularity Report).

AXA Assistance pays for the purchase of basic necessities up to € 150 maximum.

4.2.3.5.3 Forwarding of urgent messages to the Grand Duchy of Luxembourg (area of residence)

If the **Insured** so requests, AXA Assistance shall send free of charge to anyone remaining in the Grand Duchy of Luxembourg (area of residence) urgent messages relating to the insured covers and services.
Generally speaking, resending messages is subject to justification of the request, a clear and explicit expression of the message to be sent and the precise indication of the name, address and telephone number of the person to be contacted.
Any text involving criminal, financial, civil or commercial liability is sent under the sole responsibility of its author who must be identifiable. Its content must in addition comply with Luxembourg and international legislation.

4.2.3.5.4 Assistance in the event of loss or theft of travel documents and tickets.

In the event of the loss or theft of the ticket and papers require to return home and once the **Insured** has declared the facts to the local authorities, AXA Assistance:

- does everything possible to facilitate the necessary steps and formalities for the return of the **Insured**;
- at the request of the **Insured**, provides information on the contact details of consulates and embassies of the **Insured**'s country of origin;
- makes available to the **Insured** the necessary tickets for him to return home or to continue his journey; he must reimburse the ticket price to AXA Assistance within two months of their provision.

In the event of loss or theft of cheques, bank cards or credit cards, AXA Assistance shall communicate to the **Insured** the telephone contact details of banking institutions so that the necessary protection measures can be taken.
The **Insured** must without fail declare the loss or theft to the competent local authorities.
Under no circumstances can AXA Assistance be held liable for the faulty or erroneous transmission of information provided by the **Insured**.

4.2.3.5.5 Sending of essential medicines abroad

When the **Insured** falls ill abroad, AXA Assistance organises and pays for, with the prior agreement of the AXA Assistance medical service, seeking out and making available essential medicines prescribed by a competent medical authority.
AXA Assistance organises and pays for the shipment and availability of essential medicines prescribed by a competent medical authority that cannot be found locally but are available in the Grand Duchy of Luxembourg (area of residence).
AXA Assistance organises and pays for seeking out and shipping these medicines by the fastest means subject to local and international legislation and the availability of means of transport.
The **Insured** undertakes to reimburse AXA Assistance with the price of medicines made available to him, plus any customs duties, within two months of the date of shipment.
In the case of theft, loss or forgetting of necessary medicines, AXA Assistance does everything possible to seek them out or similar medicines locally. For this purpose, AXA Assistance organises a visit to a doctor who shall prescribe the medicines and pays for the taxi fare.

4.2.3.5.6 Linguistic assistance

If the **Insured** encounters language problems abroad relating to the assistance services being provided, AXA Assistance provides by telephone the translations required to understand the events fully.
Insofar as the translation must go beyond the commitment of AXA Assistance, the contact details of a translator-interpreter are sent upon request to the **Insured**; the relevant fees are payable by him.

4.2.3.5.7 Advance of funds

Where a covered event occurs abroad and a request for intervention has been made to AXA Assistance and, if appropriate, a declaration has been made to the local authorities, AXA Assistance does everything possible, at the request of the **Insured**, to send him the exchange value of € 2,500 maximum. This sum must be paid in advance to AXA Assistance in cash or as a certified bank cheque.

4.2.3.5.8 Pets

In case of illness or accident to a properly-vaccinated dog or cat accompanying an **Insured Party** abroad, AXA Assistance pays the expenses for a veterinary surgeon recognised by the Luxembourg legislation or the legislation in force in the country in question up to € 65 maximum upon submission of original supporting documents confirming the illness or accident.

4.2.3.6 Legal assistance

4.2.3.6.1 Advance of bail abroad

If, following a traffic accident abroad, the **Insured** faces legal proceedings, AXA Assistance advances him the amount of the bail required by the legal authorities up to € 13,000 maximum per **Insured Party**.
AXA Assistance gives the **Insured Party** two months from the date of the advance to reimburse it. If this bail is reimbursed before this time has elapsed by the country's authorities, it should immediately be reimbursed to AXA Assistance. If the **Insured** summoned before the courts (or his designated legal representative, insofar as the law in force allows this) does not appear, AXA Assistance shall demand the immediate reimbursement of the bail.

4.2.3.6.2 Lawyer's fees abroad

If, following a traffic accident abroad, the **Insured** faces legal proceedings, AXA Assistance advances him the amount of the fees for a lawyer chosen freely by the **Insured**, up to € 1,300 per **Insured Party**. AXA Assistance does not intervene in the legal expenses for the Grand Duchy of Luxembourg (area of residence) for an action abroad undertaken by the **Insured**.
The **Insured** undertakes to reimburse AXA Assistance with the amount of fees within two months of receiving the advance.

4.2.3.7 Home care

If an **Insured Party** under 16 has to be hospitalised in the Grand Duchy of Luxembourg (area of residence) for a period of at least 48 hours, whilst his parents are abroad,
AXA Assistance organises and pays for their return home. If the parents cannot return immediately, AXA Assistance keeps them advised of changes in the state of health of their child.

4.2.3.8 Exclusions

4.2.3.8.1 Exclusions common to all covers

The following are neither covered nor reimbursed:
- **The expenses incurred by an Insured Party without the prior agreement of AXA Assistance** (unless otherwise specified in the policy);
- **catering expenses;**
- **taxi fares,** except those explicitly provided for in the policy;
- **expenses anticipated before departure on a trip abroad (local accommodation expenses, etc.);**
- **the normally predictable damaging consequences of an act or omission committed by the Insured;**
- **dangerous activities such as acrobat, tamer or deep-sea diver or one of the professional activities below: climbing on roofs, ladders or scaffolding; descending into shafts, mines or galleried quarries; manufacture, use or handling or fireworks or explosives;**
- **the events caused by an intentional act, by suicide or attempted suicide of the Insured;**
- **the need for assistance when the Insured is in a state of inebriation, punishable alcohol poisoning or in a similar state caused by products other than alcoholic drinks or carries out a reckless act, wager or challenge;**
- **the events resulting from acts of war, general mobilisation, requisition of men and equipment by the authorities, terrorism or sabotage or social conflicts such a strike, lock-out, riot or popular movement,** unless the **Insured** can demonstrate that he did not participate in the event;
- **nuclear accidents as defined by the Paris Convention of 29 July 1960 or resulting from radiation caused by radio-isotopes;**
- **participation in competitions or training sessions for such events; practising competition sport involving the use of motorised vehicles; practising professionally all other sports and practising all sports deemed dangerous;**
- **the services covered that it cannot provide due to force majeure or act of state;**
- **all expenses not explicitly mentioned as paid under the terms of the policy.**

4.2.3.8.2 Exclusions for assistance to persons

The cover shall not apply for:

- **the expenses for medical treatments and medicines prescribed and/or engaged in the country of legal residence of the Insured following illness or an accident occurring abroad;**
- **benign diseases or lesions that do not prevent the Insured from continuing his journey;**
- **the mental illnesses and psychiatric states that have already been treated;**
- **the states of pregnancy after the 26th week and the voluntary terminations of pregnancy;**
- **the chronic illnesses causing neurological, respiratory, circulatory, blood or kidney deteriorations;**
- **the relapses and convalescences for any identified ailment not yet consolidated and still under treatment before the date of departure that involves a real danger of rapid aggravation;**
- **the chronic ailments, the ailments undergoing treatment and the states of convalescence not consolidated;**
- **the expenses for preventive medicine and thermal cures;**
- **the expenses for diagnoses and treatments not recognised by the social security;**
- **the purchase and repair of prostheses in general, including glasses, contact lenses, etc.;**
- **the services carried out without AXA Assistance agreement.**

4.2.3.9 Legal provisions

4.2.3.9.1 Subrogation and plurality of insurance cover

4.2.3.9.1.1 Liable third parties

AXA Assistance, after providing assistance or paying compensation, is subrogated, up to the amount thereof, in the rights and lawsuits of the **Insured Parties** against the third parties responsible for the damage.
If, after the evidence of the **Insured** or the beneficiary, the subrogation can no longer product its effects in favour of AXA Assistance, the company may claim the restitution of the compensation paid up to the extent of the prejudice suffered.
The subrogation cannot harm the **Insured** or the beneficiary who has only been partly indemnified.
In this case, he can exercise his rights for what remains owing to him, ideally to AXA Assistance.
Except in the case of criminal intent, AXA Assistance has no recourse against the descendants, the ascendants, the spouse or relations directly related to the **Insured**, nor against any persons living in his home, his guests and members of his domestic staff.
Nevertheless, AXA Assistance can exercise recourse against these persons insofar as their liability is effectively covered by an insurance policy.

4.2.3.9.1.2 Insurance plurality

AXA Assistance only intervenes after exhaustion of the cover granted by other provident, insurance and assistance organisations or the social security services to which the **Insured** is entitled. If those organisations provide between them for another method of covering the cost of the claim than specified above, AXA Assistance opts for the distribution key provided for by Article 55 of the Law of 27 July 1997 on the insurance policy.
AXA Assistance, after providing assistance or paying compensation, is subrogated, up to the amount thereof, in the rights and lawsuits of the Insured Parties against the third parties responsible for the damage.

4.2.3.9.2 Commitments

4.2.3.9.2.1 Commitments of the **Insured**

4.2.3.9.2.1.1 Loss declaration

The **Insured** must, as soon as possible and in any case within the set times, notify AXA Assistance of the occurrence of the loss.
The **Insured** must provide without delay all useful information and respond to the requests made to him to determine the circumstances and assess the extent of the claim.
In order that the assistance can be organised as smoothly as possible and especially to arrange the most appropriate means of transport (plane, train, etc.), the **Insured** shall make sure that he contacts AXA Assistance before any intervention and that he does not commit to assistance expenses without its consent.
Failure to do so shall result in the expenses being reimbursed only up to the amounts indicated in the general terms and conditions and within the limits of the expenses that AXA Assistance would have incurred if it had organised the service itself.

4.2.3.9.2.1.2 Duties of the **Insured** in case of loss

- The **Insured** must take all reasonable measures to prevent and mitigate the consequences of the claim.
- Subsequently, the **Insured** undertakes, within a maximum three months after occurrence of the incident and the intervention by AXA Assistance, to:
  – provide the receipts for expenses incurred;
  – provide proof of the facts giving entitlement to the services covered;
  – return all transport tickets that were not used because AXA Assistance paid for transport;
  – when AXA Assistance has advanced medical expenses, the **Insured** must immediately take any steps necessary with regard to the social security and/or provident organisations covering the same expenses to obtain their recover and repay the sums thus received to AXA Assistance.

4.2.3.9.2.1.3 Sanctions

- If the **Insured** fails to fulfil any of the obligations listed above and that AXA Assistance suffers prejudice as a result, the company has the right to claim a reduction in its payment up to the value of the prejudice it has suffered.
- AXA Assistance can decline its cover if, with fraudulent intent, the **Insured** has not fulfilled the obligations listed above.

4.2.3.9.2.2 Obligation of means

AXA Assistance does everything possible to assist the **Insured.**
AXA Assistance may not, however, under any circumstances, be held liable for the failure to execute or delays caused by:

- a civil or international war,
- a general mobilisation,
- requisitioning of men and equipment by the authorities,
- any acts of sabotage or terrorism committed in connection with concerted actions,
- social conflicts such as strikes, riots, popular movements, lock-outs, etc.
- the effects of radioactivity,
- all cases of force majeure making it impossible to execute the policy.

4.2.3.9.3 Non-contractual intervention

In the interests of the **Insured**, AXA Assistance may pay for expenses that are not covered by the policy.
In this case, the **Insured** undertakes to reimburse such expenses within the payment month to AXA Assistance.

Addendum to insurance conditions

Clause 1: Existence, date/starting date of the Contract

Unless otherwise indicated or specified, the clause regarding the existence, formation, date, or starting date of the Contract is set out fully and in detail below:

"The Contract shall come into effect with the signing of the Specific Terms and Conditions by the Policyholder and the Company.

The Policyholder shall return a signed copy to the Company. **If the Specific Terms and Conditions are not returned signed, but the premium or premiums have been paid, the Contract shall be deemed to have been formally accepted by the Policyholder and validly concluded.**"

Clause 2: Conflicts of Interest

"A conflict of interest can be defined as "any professional situation in which the independence or integrity of the discretionary or decision-making powers of an individual, a business, or an organisation may be influenced or swayed by considerations of a personal nature or by pressure from a third party".

For the purpose of detecting conflicts of interest liable to arise in the context of its business, including the distribution of insurance, and which might harm the interests of a client (the Policyholder, the Insured, or the Beneficiary), the Company is bound to ascertain whether the company itself, its directors, its personnel, its insurance agents, or any person directly or indirectly connected to it by a controlling relationship have an interest in the result of this activity, when such interest:

1) is different from the interest of the client

2) or may potentially influence the result of the distribution activities to the detriment of the client.

The Company must proceed in the same way to discover conflicts of interest between one client and another.

With this in view, the Company has set up a series of organisational and administrative measures designed to identify, prevent, control, and manage all situations of conflicts of interest liable to harm the interests of its clients, in particular – but not exclusively – when selling insurance contracts.

When it is established that certain organisational and administrative measures are not sufficient to guarantee that a conflict of interest will be avoided or that the conflict of interest in question cannot be handled effectively, the Company will inform the Client of the nature and source of such conflict of interest in good time before the signing of the insurance contract.

The Company policy on conflicts of interest can be obtained on request or viewed directly on the website www.axa.lu.

Clause 3: Payments, commission, and benefits

General principle

The Company undertakes that the payment policy set up for its personnel, its insurance agents and, in general the intermediaries in charge of distributing its insurance products, will not obstruct their capacity to act in the best interests of its Clients or dissuade them from making suitable recommendations or presenting information in an impartial, clear, and non-misleading manner.

Commission and benefits

Before signing any contract, Policy Holders and Insureds are informed of the nature of the payment received by the insurance intermediaries in relation to the distribution of an insurance Product, or, in the event of a direct sale, by the personnel of the Company.

Insurance intermediaries are particularly likely to receive payment in the form of an insurance commission, generally included in the insurance premium relating to the contracts they market.

In the case of direct sales, the personnel of the Company are paid in the form of salaries. They receive no commission directly relating to the sale of insurance contracts.

Insurance intermediaries and Company personnel are, furthermore, likely to receive monetary or non-monetary consideration, without prejudice to compliance with the general principle set forth above.

Clause 4: Incentives (for insurance-based investment products only)

"**Incentive**": "any fee, commission, or monetary or non-monetary consideration given to or received from the insurance companies or intermediaries in relation to **the distribution of an insurance-based investment product** or the provision of an ancillary service to or by any party other than the client or the person acting on the client's behalf."

The Company undertakes to set up and maintain **appropriate organisational procedures** to ensure that no incentive or system of incentives which it gives or receives in relation to the distribution of an insurance product i) has an effect which may harm the quality of the service supplied to the clients, or ii) prevents it, its agents, or other insurance intermediaries from fulfilling their obligation to act with integrity, loyalty, and professionalism and in the best interests of the clients (policyholders, insureds, or beneficiaries).

Information on all the costs and charges linked with the distribution of the insurance product, including advisory charges, is supplied to the Client in good time before the signing of the Contract in consolidated format in the Key Information Document for the Product in question. If the Client so wishes, the Company can provide a breakdown of these charges by post, including the amount of commission paid to the insurance intermediary.

Clause 5: Personal Data Protection

The Data Controller

The Company AXA Assurances Luxembourg S.A respectively AXA Assurances Vie Luxembourg S.A. is responsible for the processing of personal data disclosed to it in the context of the signing/acceptance of the insurance contract or subsequently during the execution of the insurance contract. It has appointed a Data Protection Officer with special remit to deal with all questions regarding data protection within the Company.

The processing of data of a personal nature or personal data

The processing of personal data generally refers to all actions normally carried out by the Company, with or without automated procedures applied to data or data sets of a personal nature, such as gathering, recording, organising, structuring, storing, adapting or modifying, extracting, consulting, using, divulging by transmission, circulation or any other form of disclosure, connection or interconnection, restriction, erasure or destruction.

All data of a personal nature are processed in accordance with the laws of Luxembourg and the applicable European laws on protection of the individual in connection with the processing of data of a personal nature.

Data subjects

The Company is entitled to process the personal data of the following individuals or categories of individuals:

- **the people with an interest in the insurance contract,** in particular the policyholders, insureds or affiliates, beneficiaries, assignees, third parties, heirs, guardians, curators, drivers, etc...).
- **those involved with the contract,** in particular insurance intermediaries (agents, brokers, and other intermediaries), managers, service providers (experts, doctors, lawyers, etc...).

This is not a comprehensive list. For full details, see the Company register.

Categories of data of a personal nature

The Company is entitled to process any data generally necessary and relevant to the risk assessment, the evaluation of the damage or the proper execution of the processing, and in particular, depending on the nature of the chosen insurance contract, the following main categories of personal data:

- data identifying the individuals concerned (identity, status, address, tax residence, tax number, nationality, etc.);
- additional data regarding the personal, family, economic and financial situation of the policyholder and/or insured/affiliate, lifestyle data (sports and leisure activities, travel, etc.) and employment data;
- sensitive data regarding the physical and/or mental health of the insured/affiliate.

This is not a comprehensive list. For full details, see the Company Register.

Purpose of and legal basis for the processing

Purposes *(This is not a comprehensive list – for full details, see the Company Register.)*

Data of a personal nature are gathered and processed for the following purposes in particular:

- analysis of clients' needs and requirements;
- assessment of risks;
- preparation, signing, and administration of contracts;
- execution of contracts;
- settlement of claims;
- prevention of fraud;
- preparation of statistics and actuarial studies;
- management of complaints, claims, and disputes;
- client management and business development where appropriate;
- compliance with and fulfilment of legal obligations regarding the applicable regulatory and administrative requirements (in particular combating money laundering and the funding of terrorism, tax levies, regulatory reporting, etc...).

Legal basis for processing:

Data of a personal nature is processed for the above purposes on at least one of the following legal grounds:

- processing is required in order to fulfil the insurance contract where the data subjects are the parties or interested parties, or for the execution of pre-contractual measures taken at the request of the data subject or subjects;
- processing is necessary in order to comply with the legal obligations incumbent on the Company;
- processing is necessary in order to safeguard the vital interests of the data subjects or another individual;
- consent, in the cases listed below.

The consent of the data subject is also required in cases regarding:

- the processing of data regarding the health of the person concerned for all the purposes set forth above;
- the processing of data for business development purposes.

Recipients or categories of recipients of data of a personal nature

Data of a personal nature may be transmitted to the following categories of recipients, within the limits of, and in accordance with, the conditions laid down by the Laws of Luxembourg governing insurance secrecy (see article 300 of the law of 7 December 2015 on the insurance sector):

- insurance intermediaries (insurance agents, insurance brokers, and other intermediaries) and other partners of the Company;
- the company's sub-contractors and service providers, within the limits necessary for the execution of the tasks entrusted to them;
- the other members of the insurance group to which the Company belongs;

- the Company's reinsurer/s, accountants, and auditors;
- those involved in the insurance contract, such as lawyers, experts, consultant doctors, etc... ;
- and more generally any individual or authority (administrative, fiscal or legal) to whom personal data must be transmitted by law or with the authority of the law, subject to the legal limits and conditions.

This is not a comprehensive list. For full details, see the Company register.

Transfer of data outside the European Union

Data of a personal nature may be transferred to a country outside the European Union in the following authorised cases and and subject to the strict limits and conditions laid down by the Luxembourg law on insurance secrecy:

- the destination is a country which provides an adequate level of protection as required by the European Union or which is deemed by a competent authority to do so;
- the transfer is governed by the standard contractual clauses adopted by the European Commission;
- the transfer is to a member of the AXA Group which has signed the binding corporate regulations guaranteeing an adequate level of protection;
- the transfer is authorised pursuant to one of the exceptions set forth in Article 49 of the European Data Protection laws (in particular in the case of the specific consent of the data subject, for the fulfilment of insurance contracts, for the safeguarding of human life, and for the establishment, exercise or defence of legal claims, etc...).

Only the data which are relevant to the purpose of the transfer can be transferred.

In order to guarantee legitimate processing of personal data, the Company shall, prior to any transfer or at the request of the data subjects, provide full information on the purpose, the nature of the data and the destination country or countries.

Subcontracting of certain processing operations abroad

In accordance with the principles described above and in compliance with the conditions and limits set by the law on the insurance sector, you are informed that the Company may subcontract to external or intra-group service providers, the following services and operations:

- The filtering of client name databases (policy applicants, insureds and beneficiaries) against the monitoring lists put in place in the fight against money laundering and terrorist financing, in accordance with the legal obligations incumbent on the Company.
  - Type of provider: intra-group companies
  - Type of data provided to providers: personal identification data of the persons concerned
  - Country of establishment of the providers: intra-group (France and Belgium) and outside the European Union (India)
- The management of AXA Assistance claims (policy applicants, insureds and beneficiaries)
  - Type of provider: intra-group companies
  - Type of data provided to providers: the personal identification data of the persons concerned and the data needed for the management of the claim
  - Country of establishment of providers: intra-group (worldwide)

- The management of health care reimbursements (policy applicants, insureds and beneficiaries)
  - Type of service provider: external company
  - Type of data provided to providers: the personal identification data of the persons concerned as well as the medical data strictly necessary for the reimbursement management
  - Countries of establishment of providers: Portugal

The outsourcing of the transactions described above is always subject to the signature by each provider of a confidentiality agreement concerning the personal data to which he has access.

External IT service providers

In order to ensure the continuity and high-level quality of services, the Companies have or will need to use external IT service providers. These IT services do not concern insurance related services (such as claim management, assistance services, etc.)

In particular, the Companies may use infrastructure services, cloud computing (infrastructure and/or software) or IT service providers that also use cloud-computing services. In this case and in order to ensure the highest possible degree of confidentiality, the Companies have chosen to encrypt the data and to keep the encryption key in Luxembourg so that the service provider has no access to the data. In addition, the service provider has signed an agreement to guarantee the respect of confidentiality.

By provision of IT services it is understood that the Companies remain responsible for all processes and that the provision does not have any of the following consequences: quality decrease of the governance, increase of the operational risk, impossibility for the supervisory authority to verify that the concerned company complies with its obligations or compromise of the service level for policyholders.

Any subsequent modification in connection with the subcontracting of the operations described above or any new transfer of data to a subcontractor located abroad that would be necessary for processing, will be the subject of a written communication from the Company, either by way of an addendum to the General Conditions or by separate notification, in accordance with the general principles of communication referred to above.

Register of personal data:

The Company keeps an up-to-date register listing the individuals involved, the categories of personal data processed, the recipients and categories of recipients, and the purposes of the processing. If there is any discrepancy between the terms of this Clause and the content of the Register, the latter shall prevail.

Duration of data retention

Data of a personal nature shall be stored by the Company in a form permitting identification of the data subjects for however long is required for the purposes for which they have been gathered and processed. In general, they will be stored for the time necessary to enable the Company to comply with its legal obligations, respect the limitation periods arising from the applicable laws and, more generally, to establish, exercise, or defend its legal rights.

The Company shall take the necessary measures to ensure secure processing of data of a personal nature.

The rights of the data subjects

The data subjects are entitled to access their personal data and to request their correction and in certain conditions their deletion, as well as restrictions on their processing and portability.

a. Rights of access and modification

All data subjects shall have the right to require the Company to grant them access to their personal data and to remind them of all the following information: the purposes of processing, the categories of personal data involved, the recipients or categories of recipients to which the data have been or will be disclosed, the duration of retention of the data, and all the rights of the data subject with regard to these data.

The Company shall always verify the identity of the person requesting access to data before acceding to a request.

All data subjects may also request correction of data which are found to be incorrect or completion of incomplete data, without undue delay.

The Company shall ensure that the data requested are divulged or modified within one month from receipt of the request.

The right of access and/or correction is in principle free of charge for the data subjects unless this causes excessive expense for the Company, in which case a charge may be made.

b. Right to revoke consent

Any individual who has specifically consented to the processing of his or her personal data, in particular in the cases listed above under “Legal Basis for Processing”, shall be entitled to withdraw such consent at any time. Withdrawal of consent will not have a retroactive effect or invalidate earlier processing based on consent given prior to such withdrawal.

c. Right to be forgotten

Any data subject may require the Company to erase data concerning him or her without undue delay in the following cases:

- the personal data are no longer necessary in relation to the purposes for which they were processed;
- the data subject withdraws the consent on which the processing was based (if there are no longer any other legal grounds for processing the data);
- erasure is necessary for compliance with a legal obligation to which the Company is subject.

The Company shall inform data subjects of any erasure of their personal data.

d. Right to restriction of processing

Any data subject may ask for the processing of his or her personal data to be restricted in the following cases:

- the data subject contests the accuracy of the personal data and requests suspension of processing to enable the data controller to verify the quality of the data;
- the data subject does not wish to have his or her data removed but merely to restrict their use;
- the data are obsolete but are required by the data subject for the establishment, exercise or defence of legal claims.

The Company shall notify the data subject of any restriction of his or her personal data.

e. Right to Data Portability

Any data subject shall have the right to receive their personal data in a structured, commonly used and machine-readable format, and the right to transmit those data to another controller without hindrance from the Company.

The data subject may also ask for the personal data to be sent directly by the Company to another data controller where technically feasible.

f. Exercise of Rights

Any data subject may exercise these rights by sending the Personal Data Protection Officer of the Company either a written, dated and signed request accompanied by copies of both sides of a currently valid identity document, or e-mailing the following address: dpo@axa.lu.

Complaint

Any complaint regarding the processing of personal data can be sent to the **Commission Nationale pour la Protection des Données (CNPD)**, Service des Plaintes, 15 Boulevard du Jazz L-4370 Belvaux.

For further details, please contact your AXA adviser

You may find all your services
and contractual documents
on **MyAXA** via axa.lu

AXA answers you on

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