



dog and cat insurance

Insurance conditions Pet Insurance



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TABLE OF CONTENTS

section	page	chapter content
Introduction	3	
1 The conditions that the animal must fulfil	4	
2 Definitions	4	
3 Cover	5 6 7 7 8	1. The 'Easy' package, 2. The 'Easy Plus' package, 3. The 'Comfort' package, 4. Waiting period 5. Exclusions
4 Claims	9 9 9 9 10	1. What to do if there is a claim 2. How soon should you make the claim? 3. By what procedures? 4. Expertise 5. Subrogation
5 General Provisions	10 10 10 11 11 12 12 14 14 14 14 15 15 19 19 20 20	1. When does the policy form and produce its effects? 2. How long is the policy term? 3. What are your subscription declaration obligations? 4. What are your reporting obligations during the policy? 5. What should I know about the payment of the premium? 6. What happens if the Company changes its rate or its insurance conditions? 7. When and how can the policy be terminated? 8. When does the policy terminate? 9. Plurality of policyholders 10. Domicile and communication 11. Conflicts of interest 12. Remuneration, commission and benefits 13. Protection of personal data 14. What happens in the event of disputes? 15. Which are the competent courts? 16. What about time limits? 17. What is the applicable law?

INTRODUCTION

Your pet shares your daily life. **You** want him or her to benefit from the best care if, unfortunately, he or she should have a health problem.

The purpose of Pet Insurance is to provide **you** with financial assistance in the form of repayment benefits, the terms of application of which are specified below.

Pet Insurance protects the animal that **you** declared to the **Company** when you took out the policy.

You have signed up to one of the three options offered:

- the '**Easy**' package,
- the '**Easy Plus**' package,
- the '**Comfort**' package,

The package **you** opted for when you signed up is the one that is included in the specific terms and conditions.

The policy is based on your declarations at the time of subscription and during the policy. The rights and obligations of the contracting parties are determined by:

- these insurance conditions,
- the specific terms and conditions of the policy which identify the insured risks and specify the cover signed up for, as well as the insurance premium.

If mentioned in the specific terms and conditions, the premiums, coverage limits and **deductibles** are subject to automatic indexation.

CHAPTER 1. THE CONDITIONS THAT THE ANIMAL MUST FULFIL

■ Identification of the insured animal

The animal must be identified and registered. The identification can be made by electronic chip (microchip) or by tattoo.

■ Required vaccinations

The animal must be up to date in terms of vaccinations.

For dogs: Rabies - Distemper - Infectious canine hepatitis - Leptospirosis - Parvovirus

For cats: Rabies - Typhus - Coryza - Leucosis

■ Age on the day of subscription

The animal must be over three months old and:

- less than 7 years old for dogs,
- less than 10 years for cats.

CHAPTER 2. DEFINITIONS

Accident

Any sudden event that results in bodily injury to the **insured animal**, the cause of which is external to the animal's body and beyond your control or that of the people living under your roof.

Analyses

Investigations necessary to make the diagnosis.

Claim

Any event (**accident** or **illness**) likely to bring into play the cover taken out under the insurance policy.

Company

AXA Assurances Luxembourg S.A, 1 place de l'Etoile, L-1479 Luxembourg, insurance company with which the policy is taken out.

AXA Assurances Luxembourg delegates to Assudis s.a. Avenue Sleenckx 1 - 1030 Brussels, administrative management of the policy (data storage, issuing of policies, invoicing, receipt, collection of premiums).

AXA Assurances Luxembourg delegates to AXA Partners, Avenue Louise 166 B1, 1050 Brussels, the management of **claims**.

Consultation

All acts performed in the event of a **claim** over a maximum period of 7 calendar days.

Deductible

The part of the covered costs that the **Company** does not reimburse **you**.

Hospitalisation

Stay in a veterinary practice or clinic in the event of a **claim**.

Illness

Any deterioration in the state of health of your animal not following an **accident**, noted by a vet and giving rise to treatment.

Insured animal

Dog or cat identified by its microchip or tattoo number and mentioned in the specific conditions of the insurance policy.

Insurance year

Year separating two anniversary dates of the policy.

Surgical intervention

Any manipulation of a part of the animal's body requiring an incision of its body envelope or any removal of an organ from the animal, with the exception of sterilisation. Any invasive procedure performed under general or local anaesthesia (endoscopy, probe, biopsy).

You

The policyholder, i.e. the person who signs the insurance policy and who is responsible for paying the premium, or any person who may replace him/her by agreement of the parties, or the policyholder's beneficiaries in the event of his/her death.

CHAPTER 3. COVER

3.1. The 'Easy' package

This cover is provided if mentioned in the specific terms and conditions.

Extent of coverage :

If the **insured animal** is the victim of either an **accident** or an **illness** requiring the intervention of a vet based in one of the member states of the European Union, in Switzerland, in Norway or in the United Kingdom, the **Company** covers the reimbursement of the resulting costs:

- Vet's fees (**consultation**, visit);
- **Hospitalisation** costs
- the costs of radiological **analyses** and examinations necessary for the diagnosis; in the event of a scanner, ultrasound, thermography or fibroscopy, these costs are covered up to a maximum of EUR 100 per procedure;
- the costs of radiotherapy or chemotherapy, up to a limit of EUR 100 per session;
- medication and treatments prescribed by the vet;
- costs related to **surgery**, including:
 - the costs of preoperative examinations carried out in the 48 hours preceding the operation;
 - the costs of the operating room, anaesthesia, drugs, radiology and **analyses** incurred during the operation;
 - post-operative radiological examination costs, up to one procedure.

Reimbursement is also covered for :

- permanent sterilisation costs if the **animal** is less than 2 years old at the time of sterilisation;
- vaccination fees if the **animal** is less than 2 years old at the time of the vaccination consultation;
- costs required for the euthanasia of the **insured animal** in the event of an incurable **disease** or **accident**.

The reimbursement of all these costs is made up to the amount of the actual costs incurred:

- within the limit of the amounts specified above and maximum EUR 2,500 per **insurance year**,
- subject to a **deductible** of EUR 150.

The **deductible** applies to each **consultation** or each **hospitalisation**, except in the event of a vaccination **consultation**.

3.2. The 'Easy Plus' package

This cover is acquired if mentioned in the specific terms and conditions.

Extent of coverage :

If the **insured animal** is the victim of either an **accident** or an **illness** requiring the intervention of a vet based in one of the member states of the European Union, in Switzerland, in Norway or in the United Kingdom, the **Company** covers the reimbursement of the resulting costs:

- The vet's fees (**consultation**, visit);
- **Hospitalisation** costs
- the costs of radiological **analyses** and examinations necessary for the diagnosis; in the event of a scanner, ultrasound, thermography or fibroscopy, these costs are covered up to a maximum of EUR 100 per procedure;
- the costs of radiotherapy or chemotherapy, up to a limit of EUR 100 per session;
- medication and treatments prescribed by the vet;
- costs related to **surgery**, including:
 - the costs of preoperative examinations carried out in the 48 hours preceding the operation;
 - the costs of the operating room, anaesthesia, drugs, radiology and **analyses** incurred during the operation;
 - post-operative radiological examination costs, up to one procedure.

Reimbursement is also covered for:

- permanent sterilisation costs if the **animal** is less than 2 years old at the time of sterilisation;
- vaccination fees if the **animal** is less than 2 years old at the time of the vaccination consultation;
- costs required for the euthanasia of the **insured animal** in the event of an incurable **disease** or **accident**.

The reimbursement of all these costs is made up to the amount of the actual costs incurred:

- within the limit of the amounts specified above and maximum EUR 2,500 per **insurance year**,
- subject to a **deductible** of EUR 90.

The **deductible** applies to each **consultation** or each **hospitalisation**, except in the event of a vaccination **consultation**.

3.3. The 'Comfort' package

This cover is acquired if mentioned in the specific terms and conditions.

Extent of coverage:

If the **insured animal** is the victim of either an **accident** or an **illness** requiring the intervention of a vet based in one of the member states of the European Union, in Switzerland, in Norway or in the United Kingdom, the **Company** covers the reimbursement of the resulting costs:

- The vet's fees (**consultation**, visit);
- **Hospitalisation** costs
- the costs of radiological **analyses** and examinations necessary for the diagnosis; in the event of a scanner, ultrasound, thermography or fibroscopy, these costs are covered up to a maximum of EUR 100 per procedure;
- the costs of radiotherapy or chemotherapy, up to a limit of EUR 100 per session;
- medication and treatments prescribed by the vet;
- the costs of transport by animal ambulance, provided that the condition of the **insured animal** requires such means of transport, up to a maximum of EUR 100 per **insurance year**;
- costs related to **surgery**, including:
 - the costs of preoperative examinations carried out in the 48 hours preceding the operation;
 - the costs of the operating room, anaesthesia, drugs, radiology and **analyses** incurred during the operation;
 - post-operative radiological examination costs, up to one procedure.

Reimbursement is also covered for:

- permanent sterilisation costs if the **animal** is less than 2 years old at the time of sterilisation;
- vaccination fees if the **animal** is less than 2 years old at the time of the vaccination consultation;
- costs required for the euthanasia of the **insured animal** in the event of an incurable **disease** or **accident**;
- Board and lodging expenses in the event of absence from the home of the owner and/or their spouse following **hospitalisation**, up to a limit of EUR 200 per **insurance year**;
- search costs in the event of loss of the **insured animal**, up to a limit of EUR 100 per **insurance year**.

The reimbursement of all these costs is made up to the amount of the actual costs incurred:

- within the limit of the amounts specified above and maximum EUR 2,500 per **insurance year**,
- subject to a **deductible** of EUR 30.

The **deductible** applies to each **consultation** or each **hospitalisation**, except in the event of a vaccination consultation.

3.4. Waiting period

Whatever option you choose, **you** get coverage:

- in the event of an **accident** or vaccination: from the 3rd day following the effective date of the policy;
- in the event of sterilisation or **illness** that does not require **surgery**: from the 61st day following the effective date of the policy;
- in the event of **surgery** following an **illness**: from 181st day following the effective date of the policy.

3.5. Exclusions

Whatever option you choose, this policy does not cover:

- Costs resulting from any accident occurring before the policy takes effect or during the waiting period,
- all costs resulting from any illness or pathological condition whatsoever, the first manifestation of which was observed before the policy took effect, or during the waiting period,
- all the costs incurred for any anomaly, infirmity, malformation or congenital or hereditary disease (for example: hip dysplasia, chronic dislocations of the kneecaps) diagnosed and known before the start of the policy, or during the waiting period,
- all treatments and procedures not performed or not prescribed by a vet regularly registered with the Veterinary College (Administration of Veterinary Services of Luxembourg) or with any professional order of one of the member states of the European Union, Switzerland, Norway or the United Kingdom,
- vaccination costs (consultation and vaccines), unless the animal is less than 2 years old,
- sterilisation costs, unless the animal is less than 2 years old,
- the costs incurred by diseases that could have been avoided if the preventive vaccines had been administered, in particular:
 - for dogs: leptospirosis, parvovirus, distemper, contagious canine hepatitis, rabies
 - for cats: cat typhus, infectious coryza, feline leukosis, rabies
- the costs of identification (electronic chip, tattoo) and registration,
- costs incurred during gestation,
- the costs of childbirth, caesarean section or abortion without therapeutic indications,
- costs resulting from sterility treatments,
- prosthesis, fitting and rehabilitation costs,
- the costs of kinesitherapy, physiotherapy and so-called alternative medicine such as osteopathy, balneotherapy, acupuncture, mesotherapy, etc.
- cosmetic surgery interventions and any convenient operation intended to reduce or eliminate anatomical defects, as well as the consequences of these interventions,
- screening costs in the absence of symptoms,
- any medication or treatment prescribed that is unrelated to the declared pathology,
- descaling costs as well as the consequences of not descaling,
- expenses for any food including food of dietary value and food supplements,
- expenses incurred to purchase hygiene products, shampoo, lotion or any external pest control products.
- costs resulting from:
 - acts of war (civil or foreign), riots and popular movements,
 - epizootics, panzootics and enzootics;
 - the disintegration of the atomic nucleus,
 - ill-treatment, abandonment, lack of food and care attributable to the owner or people living under his/her roof
- expenses resulting from dog fights or sports competitions,
- behavioural pathologies,
- the costs of euthanising the animal apart from accident or incurable disease,
- the costs of removal and incineration,
- animals:
 - intended for sale or breeding,
 - used for professional purposes for security, rescue or shows,
 - used for hunting with hounds.

CHAPTER 4. CLAIMS

4.1. What to do if there is a claim

The **Company** must be informed as quickly as possible of your pet's health problems.

4.2. How soon should you make the claim?

In order for the **Company** to be able to reimburse your covered expenses, the **accident** or **illness** must be declared by you or by any person around you within five working days of **you** becoming aware of it, except in the event of an act of God or force majeure.

4.3. By what procedures?

For each reimbursement request, **you** agree to:

- have the veterinarian complete, date and sign the claim for reimbursement;
- attach all original supporting documents for expenses incurred and paid.

Please send the complete file:

- Either per email to: claims-assistance@jp-assistance.com

- Or per postal mail to:

AXA Partners
Avenue Louise 166 B1
1050 Bruxelles
Belgique

You must also communicate on request any element necessary to process the reimbursement request. Also, **you** may be asked for any technical documents (laboratory or examination reports, surgical reports, radiology, etc.). All technical documents must bear identification information (name of the animal, identification number, dates of examinations) linked permanently to the documents. In particular for x-rays, only the marking in the film at the time it is taken can be taken into account.

A photocopy of the vaccination record or the European passport of the **insured animal** may be requested from **you** in the event of any **claim**.

The **Company** reimburses **you** after receipt of the supporting documents necessary for the examination of the file

The use or production of knowingly inaccurate documents, intended to mislead the Company as to the causes, circumstances or consequences of the loss, results in the loss of any right to compensation.

4.4. Expertise

The **Company** reserves the right to appoint, at its own expense, a vet to carry out any verification or check on the circumstances of the **claim**, on the care provided and on the **insured animal**. The vet thus appointed must have free access to the injured or sick animal in order to be able to ascertain its condition.

Any refusal on your part to subject the insured animal to this check would entail, except following an act of God or force majeure, the loss of any right to compensation.

4.5. Subrogation

The **Company** is subrogated up to the amount of the compensation it has paid, i.e. it replaces **you** to insure your rights and actions against any third party responsible for the **loss** as well as against its liability insurer. If, as a result of your action, subrogation can no longer operate in favour of the **Company**, it is discharged towards **you** to the extent that such subrogation could have been exercised.

CHAPTER 5. GENERAL PROVISIONS

5.1. When does the policy form and produce its effects?

The policy is formed by the signing of the specific terms and conditions by the contracting parties.
It takes effect after payment of the first premium.
The same provisions apply to any amendment.

5.2. How long is the policy term?

The insurance is taken out for the period provided for in the specific terms and conditions.
Nevertheless, **you** have and the **Company** has the right to terminate the insurance each year at the annual premium due date or, failing that on the anniversary date of the effective date of the policy by sending a registered letter to the other party at least thirty days before this date on your part and at least sixty days on the part of the **Company**.
Without prejudice to the previous paragraph, for policies with annual premiums, **you** have the right to terminate the policy within a period of thirty days from the date of dispatch of the notice of expiry of the annual premium.
At the end of the initial period of insurance, the insurance is tacitly renewed from year to year, unless the above paragraph applies. In no case may the duration of the tacit renewal be more than one year.

5.3. What are your subscription declaration obligations?

The policy is based on your statements and the premium is set accordingly. **You** must declare exactly all the circumstances which are known to you and which are of a nature to enable the risks assumed by the **Company** to be assessed.
The policy will be declared void when an intentional omission or inaccuracy in the declaration misleads the **Company** on the elements of risk assessment. In this case, the premiums paid will remain vested in the **Company**. The **Company** will be entitled both to the reimbursement of any **claims** settled and to the payment of all premiums due until it becomes aware of the omission or inaccuracy. In addition, in the event of a **claim**, the **Company** may decline cover.
In the event of an unintentional omission or inaccurate declaration, the **Company** may propose, within one month from the day on which it became aware of this declaration, a modification of the policy with effect from the date of this knowledge.
However, if the **Company** proves that it would not have insured the risk under any circumstances, it may terminate the policy within the same period as that mentioned above.
If **you** refuse the proposed amendment to the policy or if, after a period of one month from the receipt of this proposal, you do not accept it, the **Company** can terminate the policy within fifteen days.
If a **loss** occurs before the modification of the policy or the termination has taken effect, the **Company** must provide the service. If **you** can be blamed for the omission or misrepresentation, the **Company** is only required to provide the benefit according to the ratio between the premium paid and the premium **you** should have paid.

5.4. What are your reporting obligations during the policy?

You must, as soon as **you** become aware of it and at the latest within 8 working days, declare to the **Company** any modification of the circumstances constituting the risk, which are specified in the specific terms and conditions.

You must declare to the **Company** if **you** have taken out other policies of the same nature for the same insured animal.

5.4.1. What happens if the risk is reduced?

When the risk of the occurrence of the insured event has decreased in a significant and lasting manner to such an extent that, if this reduction had existed at the time the policy was taken out, the **Company** would have granted the insurance under conditions different from those existing, it is required to grant a reduction in the premium with effect from the day on which it becomes aware of this reduction.

If, within one month of your request for a reduction, the parties cannot reach an agreement on the new premium, **you** can terminate the policy.

5.4.2. What happens if the risk worsens?

You have the obligation to report new circumstances or changes in circumstances, which are likely to lead to a significant aggravation:

- the risk of the insured event occurring;
- or the intensity of this risk.

If it is an aggravation of risk such that the **Company** would have granted the cover only under other conditions if this aggravation had existed at the time of subscription, the **Company** may, within a period of one month from the day on which it became aware of it, propose a change to the policy with retroactive effect to the day of the aggravation.

If the **Company** provides proof that it would in no case have insured this aggravation, it may terminate the policy within the same period as that provided above.

If **you** refuse the proposed amendment to the policy or if, after a period of one month from the receipt of this proposal, **you** do not accept it, the **Company** can terminate the policy within fifteen days.

If a **loss** occurs before the modification of the policy or the termination has taken effect, the **Company** must provide the service only if the law or a clause of the policy requires it. In the absence of such a legal or contractual provision, the **Company** may rely on the intentional nature of the omission or inaccuracy - committed deliberately when the policy is taken out or during the policy - to refuse its service.

In the absence of any intentional nature of the omission or inaccuracy committed when signing the policy or during the policy, the **Company** is entitled to grant its financial service according to the relationship between the premium paid and the premium that **you** would have had to pay had it been duly informed of the increased risk before the **loss** occurred.

5.5. What should I know about the payment of the premium?

5.5.1. The legally permitted premiums, costs and taxes are payable in advance at the domicile of the **Company** or at that of the agent appointed for this purpose. At each premium due date, the **Company** notifies **you** of the annual policy renewal date, the amount of the sum which it is owed as well as the existence and terms of the right of termination and of the date until which this right of termination can be exercised and of any price increase.

5.5.2. In the absence of payment for any reason whatsoever of a premium or a fraction of a premium within 10 days of its due date, cover is suspended at the expiry of a period of 30 days following the sending of a registered letter to your last known address.

The registered letter gives **you** formal notice to pay the premium due, recalls the due date and the amount of this premium and indicates the consequences of non-payment at the end of the period referred to above.

5.5.3. No **claim** occurring during the suspension period can engage cover from the **Company**.

The **Company** has the right to terminate the policy 10 days after the expiry of the 30-day period referred to above.

The suspension of cover does not affect the right of the **Company** to claim premiums, which subsequently fall due. Our right is, however, limited to the premiums for two consecutive years.

The non-terminated contract shall resume its effects for the future, the day after midnight of the day on which the premium due was paid, or, in the event of a split of the annual premium, the fractions of the premium that were the subject of the formal notice and those that expired during the period of suspension as well as, where applicable, the costs of prosecution and recovery.

5.6. What happens if the Company changes its rate or its insurance conditions?

If the Company intends to change the insurance conditions and/or the tariff, it can only make this change with effect from the next annual policy expiry date.

In this case, the Company must notify **you** of this change at least thirty days before the effective date of the tariff adjustment. However, **you** can terminate the policy within a period of sixty days from the date of dispatch of the notice of expiry of the annual premium mentioning the tariff change.

5.7. When and how can the policy be terminated?

5.7.1. Case of termination

5.7.1.1 Termination by you

ART.	RIGHT OF TERMINATION	DEADLINE FOR NOTIFICATION OF TERMINATION	EFFECTIVE DATE OF THE TERMINATION
5.7.1.1.1.	each year on the annual premium due date;	at least thirty days before the annual premium due date;	at 00:00 on the annual premium due date;
5.7.1.1.2.	each year in the event of automatic renewal;	at least thirty days before the date of automatic renewal;	at 00:00 on the date of automatic renewal;
5.7.1.1.3.	each year on the annual premium due date;	within thirty days of the date of sending the expiry notice;	the second working day following the date of dispatch of the termination letter, but no earlier than the date of renewal;
5.7.1.1.4.	if the Company has terminated: <ul style="list-style-type: none"> ■ one or more other items of cover covered by the insurance policy ■ another of your insurance policies after a claim; 	within one month of the Company's notification of termination;	Upon expiry of a period of one month from the day after the notification of termination;
5.7.1.1.5.	in the event of modification of the insurance conditions under the conditions provided for in point 5.6. ;	within one month of notification of a contractual adaptation by the Company ;	at 00:00 on the date of the next annual policy expiry;
5.7.1.1.6.	in the event of a tariff increase under the conditions provided for in point 5.6;	within sixty days of the date of sending the expiry notice;	the second working day following the date of dispatch of the termination letter, but no earlier than the date of renewal;
5.7.1.1.7.	in the absence of agreement on the setting of the new premium in the event of a significant and lasting reduction in risk, under the conditions provided for in point 5.4.1;	after the expiry of the period of one month following your request for a reduction if the contracting parties have not been able to agree on the new premium;	Upon expiry of a period of one month from the day after the notification of termination;

5.7.1.2 Termination by the Company

ART.	RIGHT OF TERMINATION	DEADLINE FOR NOTIFICATION OF TERMINATION	EFFECTIVE DATE OF THE TERMINATION
5.7.1.2.1.	each year on the annual premium due date;	at least sixty days before the annual premium due date;	at 00:00 on the annual premium due date;
5.7.1.2.2.	each year in the event of automatic renewal;	at least sixty days before the date of automatic renewal;	at 00:00 on the date of automatic renewal;
5.7.1.2.3.	after the occurrence of a claim giving rise to compensation;	within the month of the first payment for the Company's service;	Upon expiry of a period of one month from the day after the notification of termination;
5.7.1.2.4.	in the event of a fraudulent breach of your obligations following a claim;	within a month of the discovery of the fraud;	upon notification of termination;
5.7.1.2.5.	in the event of non-payment of a premium or a fraction of a premium within 10 days of its due date;		after a period of 40 days following formal notice;
5.7.1.2.6.	<p>in the event of an unintentional omission or inaccuracy in the description of the risk when the policy is concluded, or in the event of an aggravation of the risk during the course of the policy:</p> <ul style="list-style-type: none"> ■ if the proposal to modify the policy, made to the policyholder under the conditions provided for in point 5.3 and in point 5.4.2: <ul style="list-style-type: none"> - is refused - is not accepted after a one-month reflection period; ■ if the Company provides proof that it would in no case have insured the risk; 	<ul style="list-style-type: none"> ■ within 15 days of: <ul style="list-style-type: none"> - refusal on your part; - the expiry of the one-month cooling-off period, without you having expressed your acceptance of the proposal; ■ within one month from the day on which the Company became aware of the omission, inaccuracy or increased risk; 	<ul style="list-style-type: none"> ■ Upon expiry of a period of one month from the day after the notification of termination; ■ Upon expiry of a period of one month from the day after the notification of termination;
5.7.1.2.7.	in the event of your death;	within three months of the day on which the Company learned of the death;	Upon expiry of a period of one month from the day after the notification of termination;

5.7.1.3 Termination by the beneficiaries

ART.	RIGHT OF TERMINATION	DEADLINE FOR NOTIFICATION OF TERMINATION	EFFECTIVE DATE OF THE TERMINATION
5.7.1.3.1.	in the event of your death (*)	within three months and 40 days of your death;	Upon expiry of a period of one month from the day after the notification of termination.

(*) If termination is not requested, the policy shall continue without further formality on behalf of the rightful claimants, who shall remain jointly and severally liable for the obligations arising from the insurance, until notification of the transfer of the insured interest to the new holder of that interest.

5.7.2. Forms of termination

The termination of the policy is notified either by registered letter, or by bailiff's writ or by delivery of the termination letter against receipt.

5.7.3. Reimbursement of the premium in the event of termination

Whatever the cause of termination, the premiums paid relating to the insurance period subsequent to the effective date of termination are reimbursed within 30 days of the effective date of termination. Beyond this term, legal interests run automatically.

5.8. When does the policy terminate?

The insurance policy automatically terminates, without further formality, in the event of the death of the **insured animal**. In the event of a change of domicile abroad, the policy is automatically cancelled within 15 days of **your** notification of this information to the **Company**.

5.9. Plurality of policyholders

If there are several policyholders, each acts on behalf of the other. Any communication from the **Company** addressed to one of them is valid with regard to all. They are also jointly and severally bound by the obligations arising from the policy.

5.10. Domicile and communication

Your domicile is automatically chosen at the address indicated in the specific terms and conditions, unless **you** have notified the **Company** in writing of a change of domicile.

Your notifications to the **Company** must be sent in writing to the **Company's** registered office. During the term of the policy, notifications from the **Company** will be validly sent to your home.

5.11. Conflicts of interest

A conflict of interest may be defined as "any professional situation in which the discretion or decision of a person, firm or organisation may be influenced or impaired in its independence or integrity by personal considerations or by power of pressure from a third party. "

For the purpose of detecting conflicts of interest that may arise in the course of its business, including in the context of the distribution of insurance and which involve the risk of harming the interests of a customer (Policyholder, Insured or Beneficiary), the **Company** is required to assess whether it, its officers and staff, its insurance agents or any person directly or indirectly related to it by a control relationship, have an interest in the result of this activity when this interest:

- 1) is distinct from the customer's interest
- 2) or may potentially influence the outcome of distribution activities to the detriment of the customer.

The **Company** must proceed in the same manner to identify conflicts of interest between one customer and another. In this context, the **Company** has put in place a set of organisational and administrative measures to identify, prevent, monitor and manage all conflict of interest situations that may adversely affect the interests of its customers, including - but not exclusively - when marketing an insurance policy.

When it is determined that certain organisational and administrative measures are not sufficient to ensure that a conflict of interest will be avoided or that it is not possible to effectively manage the conflict of interest, the **Company** will undertake to inform the Customer of the nature and source of the conflict of interest concerned in good time before the conclusion of the insurance policy.

The conflict of interest policy put in place by the **Company** is available on request or can be consulted directly on the website www.axa.lu.

5.12. Remuneration, commission and benefits

General principle

The **Company** undertakes that the remuneration policy put in place for the benefit of its staff, its insurance agents and, more generally, the intermediaries in charge of the distribution of its insurance products, does not impair their ability to act in the best interests of its Customers, or dissuade them from making an appropriate recommendation or presenting information in an impartial, clear way that does not mislead.

Commissions and benefits

The Policyholders and insured parties are informed prior to the conclusion of a policy of the nature of the remuneration received by the insurance intermediaries in connection with the distribution of an Insurance Product, or by **Company** staff in the case of direct sale.

Insurance intermediaries are likely to be paid in the form of commission, which is generally included in the insurance premium for the policies they sell.

In the case of direct sales, the **Company's** staff is paid in the form of a salary. They do not receive any commission directly related to the selling of an insurance policy.

Insurance intermediaries and the **Company's** staff are otherwise likely to receive other forms of remuneration, in the form of monetary or non-monetary benefits, subject to compliance with the general principle referred to above.

5.13. Protection of personal data

The data controller

AXA Assurances Luxembourg S.A., respectively AXA Assurances Vie Luxembourg SA is responsible for the processing of personal data that is communicated to it in connection with taking out / accepting the Insurance Policy or later in the context of the execution of the Insurance Policy. It has appointed a Data Protection Officer specifically responsible for all data protection matters within the **Company**.

Processing of data of a personal nature or personal data

The processing of personal data generally refers to all transactions carried out by the **Company** or not, using automated processes and applied to data or sets of personal data, such as the collection, recording, organisation, structuring, preservation, adaptation or modification, extraction, **consultation**, use, communication by transmission, distribution or any other form of provision, reconciliation or interconnection, limitation, erasure or destruction.

All personal data will be processed in accordance with applicable Luxembourg law and European regulations concerning the protection of the individual with regard to the processing of personal data.

In case of refusal of the Policyholder or the Insured to communicate to the **Company** all the information and personal data requested, the file cannot be processed nor the policy concluded.

Data subjects

The **Company** may process the personal data of the following persons or categories of data subjects:

- persons interested in the insurance policy: in particular policyholders, the insured or affiliates, beneficiaries, rightful claimants, third parties, heirs, guardians, administrators, controllers, etc.
- the parties to the policy: in particular insurance intermediaries (insurance agents, insurance brokers, intermediaries on an ancillary basis), managers, service providers (doctors, vets, lawyers, etc.)

*This list is not exhaustive. Only the **Company's** register is authentic.*

Categories of personal data

The **Company** may process all the data that is generally necessary and relevant to the assessment of risk, evaluation of the damage, or the proper performance of the purposes of the processing, and in particular, depending on the nature of the insurance policy taken out, the main categories of personal data:

- data to identify the data subjects (identity, marital status, address, country of tax residence, tax number, nationality, etc.)
- supplementary data relating to the personal, family, economic and financial situation of the policyholder and/or the insured/member, data relating to his lifestyle (sports activities, leisure, travel, etc.) as well as data concerning his professional situation;
- sensitive data concerning the physical and/or mental health of the insured/member;

*This list is not exhaustive. Only the **Company's** register is authentic.*

Purposes of processing and legal basis of processing

Purposes (non-exhaustive list - only the **Company's** register is authentic)

Personal data are collected and processed for the purpose of:

- customer needs and requirements analysis;
- risk assessment;
- the preparation, conclusion and management of policies;
- executing policies
- the settlement of **claims**;
- the prevention of fraud;
- the development of statistics and actuarial studies;
- the management of complaints, claims and litigation;
- customer management and commercial prospecting where applicable;
- compliance with and the fulfilment of legal obligations with regard to the regulatory and administrative provisions in force (in particular the fight against money laundering and the financing of terrorism, tax levies, regulatory reportings, etc.)

Legal bases of processing

Processing personal data for the purposes outlined above is based on at least one of the following legal bases:

- the processing is necessary for the execution of the insurance policy to which the data subjects are parties or involved, or for the performance of pre-contractual measures taken at the request of the data subject or subjects
- the processing is necessary to meet legal obligations to which the **company** is subject
- the processing is necessary to safeguard the vital interests of the data subjects or another natural person;
- consent in the cases specified above.

The data subject's consent is also required for:

- the processing of data relating to the health of the data subject for all the purposes described above;
- the processing of data for commercial prospecting purposes.

Recipients or categories of recipients of personal data

Personal data may be sent to the following categories of persons, subject to the strict limits and conditions laid down by the Luxembourg Act on the confidentiality of insurance policies (see Article 300 of the Act of 7 December 2015 on the insurance industry):

- insurance intermediaries (insurance agents, insurance brokers and intermediaries on an ancillary basis) and other partners of the **Company**;
- the **Company**'s service providers and subcontractors, to the extent necessary to perform the tasks assigned to them;
- other entities of the insurance group to which the **Company** belongs;
- the **Company**'s reinsurer(s), statutory auditors and auditors;
- people involved in the insurance policy such as lawyers, experts, medical advisers, etc. ;
- and more generally any person or authority (administrative, fiscal or judicial) to whom the law imposes or authorises the transmission of personal data, under the conditions and limits prescribed by law;

*This list is not exhaustive. Only the **Company**'s register is authentic.*

Transfer of data outside the European Union

Personal data may be transferred to a country outside the European Union in the following permitted cases, and within the strict limits and conditions laid down by the Luxembourg law on insurance secrecy:

- the transfer is made to a country that ensures an adequate protection level as intended by the European Commission or which has been assessed as such by a competent authority;
- the transfer is governed by the standard contractual clauses adopted by the European Commission;
- the transfer is made to an AXA Group entity that has signed the binding corporate rules that guarantee a sufficient level of protection;
- the transfer is authorised under one of the exceptions set out in Article 49 of the European Data Protection Regulation (particularly in the case of the data subject's express consent, for the performance of the insurance policies, for the safeguarding of human life, for the recognition, exercising or defence of rights in court).

Only data that is relevant to the purpose pursued may be transferred.

In order to guarantee the legitimate processing of personal data, the **Company** undertakes before any transfer or upon request of the data subjects, to provide complete information on the purpose, the nature of the data, and the recipient country or countries.

Subcontracting 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 the following processing services and operations to external or intra-group service providers:

- The filtering of the databases of customer names (applicant policyholders, insured persons and beneficiaries) in the light of the monitoring lists put in place as part of the fight against money laundering and the financing of terrorism, in accordance with the legal obligations incumbent on the **Company**
 - Type of provider: intra-group companies;
 - Type of data provided to service providers: personal identity data of the data subjects.
 - Country where the providers are established: intra-group (France and Belgium) and outside the European Union (India).
- The IT management tool for clients (prospective policyholders, policyholders, insured and beneficiaries, members)
 - Type of service providers: external company
 - Type of data provided to policyholders, insured parties and beneficiaries:
 - Type of provider: intra-group companies;
 - Type of data provided to service providers: the personal identification data of the persons concerned as well as the data necessary for the management of the **claim**
 - Provider establishment country: intra-group (worldwide)

- Management of health care reimbursements (applicants, policyholders and beneficiaries)
 - Type of service providers: external company
 - Type of data provided to service providers: the personal identification data of the persons and animals concerned as well as the strictly medical data necessary for the management of the claim
 - Service providers' country of establishment: Belgium

Outsourcing the transactions described above is always subject to the signature by each provider of a confidentiality agreement concerning the personal data to which it has access.

Any subsequent modification in connection with the outsourcing of the operations described above or any new data transfer to a subcontractor located abroad which would be necessary in view of the purpose of the processing, will be the subject of a written communication from the **Company**, either by way of an addendum to the General Terms and Conditions or by separate notification, in accordance with the general communication principles referred to above.

Register of personal data

The **Company** maintains a register listing data subjects, the categories of personal data subject to processing, the recipients and categories of recipients, and the purposes of the processing. In the event of a discrepancy between the provisions of this clause and the contents of the register, the latter shall prevail.

Duration of data conservation

The personal data will be kept by the **Company** in a form allowing the identification of the data subjects for the duration required for the purposes for which they are collected and processed. In general, they will be kept as long as necessary to allow the **Company** to comply with its legal obligations, to respect the limitation periods resulting from applicable laws, and more generally to find, exercise or defend its rights in court.

The **Company** shall take the necessary measures to ensure the security of the processing of personal data.

Rights of data subjects

Data subjects have the right to access their personal data, to request the rectification of their personal data, and – under certain conditions – the right to request the erasure of their personal data, as well as the right to request the restriction of processing and portability of their personal data.

a. Right of access and modification

Any data subject has the right to access his/her personal data held by the **Company** as well as a reminder of all the following information: the purposes of the processing, the categories of personal data concerned; the recipients or categories of recipients to whom the data has been or will be communicated, the length of time the data is stored, and all the rights of the data subject in relation to that data.

The **Company** shall always verify the identity of the person requesting access to his/her data before responding to a request.

Any data subject also has the ability to request, without undue delay, the rectification of data that proves to be inaccurate or to have incomplete data completed.

The **Company** will ensure that the desired information is provided or that the desired change is made within one month of receipt of the request.

The right of access and/or modification is in principle free of charge for data subjects unless this represents too heavy a burden for the **Company** in which case payment may be required.

b. Right to withdraw consent

Anyone who has expressly consented to the processing of his/her personal data, in particular in the situations referred to in the section on the «legal bases of processing», may withdraw this consent at any time. Withdrawing consent does not have retroactive effect and does not call into question processing based on consent made prior to the withdrawal.

c. Right to be forgotten

Any data subject has the ability to get the **Company** to delete the data of which he/she is the subject without undue delay when:

- The data collected is no longer necessary for the purpose of the processing;
- The data subject withdraws the consent upon which the processing was based (and there is no longer any other legal basis for the processing of the data);
- Erasure is necessary to comply with a legal obligation incumbent upon the **Company**;

The **Company** shall notify the data subject of any deletion of personal data.

d. Right to restriction of processing

All data subjects can request that the processing of their personal data be restricted in the following cases:

- The data subject disputes the accuracy of the data in question and requests suspension of processing in order to enable the data controller to verify the quality of the data
- The data subject does not wish to have the data deleted, but merely to restrict its use;
- The data is obsolete but is needed by the data subject to establish, exercise or defend his/her rights in court.

The **Company** will notify the data subject of any limitation to his/her personal data.

e. Right to data portability

Any data subject has the right to receive personal data of which he/she is the subject in a structured, commonly used and machine-readable format, and has the right to transfer this data to another controller without the **Company** being able to oppose this.

He/she may also request that his/her personal data be transmitted directly by the **Company** to another controller, where technically possible.

f. Exercising of rights

Any data subject may exercise these rights by sending to the **Company**, for the attention of the Delegate for the Protection of Personal Data, either a written, dated and signed request, accompanied by a copy of the front and back of his/her currently valid identity document, or an e-mail to the following address: dpo@axa.lu.

Complaints

All complaints in connection with the processing of personal data can be sent to the National Data Protection Commission: Service des Plaintes, 15, boulevard du Jazz L-4370 Belvaux.

5.14 What happens in the event of disputes?

If, despite the efforts made by the **Company** to resolve the problems that may arise during the period of validity of the insurance policy, **you** have not obtained a satisfactory answer, **you** are invited to report your complaints to the **Company**'s General Manager. **You** can also contact the Luxembourg Insurance Supervisory Authority "Commissariat aux Assurances" or the mediation body set up on the initiative of the Association des Compagnies d'Assurances and the Union Luxembourgeoise des Consommateurs, without prejudice to the possibility for **you** to bring an action lawsuit.

5.15 Which are the competent courts?

Any dispute between **you** and the **Company** arising from the insurance policy falls under the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg, without prejudice to the application of international treaties or agreements.

5.16 What about time limits?

Any action deriving from the policy is time-barred after three years from the event giving rise to it. This requirement may be extended within the limits provided by law.

5.17 What is the applicable law?

The policy is governed by Luxembourg law.

Your AXA adviser



You may find all your services
and contractual documents
on axa.lu

AXA answers you on:

