These General Terms and Conditions (hereinafter "GTC") apply to the "TRAVEL" health insurance for travel abroad.

1. Who can take out the insurance?

1.1. The policyholder

Meets the conditions of "policyholder" within the meaning of the GTC:
Any natural person who is already a customer of at least one of the three companies of the LALUX Group (LA LUXEMBOURGEOISE Société Anonyme d'Assurances, LA LUXEMBOURGEOISE-VIE Société Anonyme d'Assurances or DKV Luxembourg S.A.), resides in Luxembourg or one of the neighbouring countries and is affiliated to the compulsory health insurance scheme in Luxembourg or to an equivalent statutory health insurance scheme (e. g. Joint Sickness Insurance Scheme (JSIS) of the European Union).

1.2. The insured person

Meets the conditions for "insured person" status within the meaning of the GTC:

a) Any natural person who meets the conditions of a policyholder within the meaning of Article 1.1, or;
b) Any close relative of a natural person who meets the conditions of a policyholder within the meaning of Article 1.1., provided that the said close relative is usually resident in geographical Europe and is affiliated to a compulsory statutory health insurance scheme or an equivalent health insurance scheme. The following are considered to be close relatives of the policyholder: spouse, partner under a civil union contract (e. g. Civil Solidarity Pact), biological children, adopted children, children with no biological relation to the policyholder or children placed with the policyholder by virtue of a court order, aged under twenty-six (26) years, or aged over twenty-six (26) years provided that they are under guardianship or supervision.

The existence of the conditions of insurability on the part of the policyholder and/or the insured person(s) must be reported to DKV Luxembourg S.A., at any time, on first request. Failing this, the insurance contract cannot take effect/will be null and void retroactively by application of the law, despite payment of the relevant premium.

For the purposes of understanding the rest of the GTC, the following terms have the following meanings:

- "You" (your): the insured person;
- "We" (our): DKV Luxembourg S.A;
- The "Guarantee": this insurance cover;
- "The patient or injured person": any insured person who suffers an insured event.

2. What does your cover include?

We offer you insurance cover for a temporary stay abroad if an insured event as defined in Article 10 occurs. If the insured event occurs, we will reimburse you for the expenses incurred for medically necessary treatment and generally provide the benefits specified in Article 11. The scope of your cover is determined by the contents of your insurance policy, the GTC and the legal provisions applicable to insurance contracts concluded in the Grand Duchy of Luxembourg.

3. For which trips abroad does your cover apply?

Your cover applies to a temporary stay abroad specified in your insurance application. A stay abroad is considered to be any stay outside the Grand Duchy of Luxembourg and the country in which you usually reside. Any stay abroad for the purpose of treatment is excluded from the cover.

4. How do I take out an insurance policy?

You can take out the insurance policy online. The insurance premium can be paid by credit card (Visa or MasterCard) or Payconiq. You can also take out the insurance policy online at our offices (go to the reception desk).
Once we have received payment of the premium, you will automatically receive your insurance policy.

5. What is the duration of your insurance contract?

The cover must be taken out for a minimum stay abroad per person of seven (7) days, even if the stay is shorter. The maximum duration of the cover is fifty-six (56) days.

6. When does your cover take effect?

Your insurance cover takes effect on the date you specify when you take out the policy. The date is shown on your insurance policy.

However, the cover will only take effect if the following conditions are met:

a) The insurance contract was validly concluded before your stay abroad, and;
b) You have paid your premium, and;
c) Your stay abroad has begun.

7. When does your cover end?

Your cover ends on the day following the:

a) The end date of cover stated in your insurance policy, or;
b) The last day of your stay abroad, or;
c) The day of your death.

In the case set out in point a) above, in the event of an illness or accident that makes your repatriation impossible on the expiry date of the cover, an extension of cover is granted to you, without any additional premium, for a period equal to the initial period, but with a maximum of twenty-eight (28) days. In the event set out in point b) above, no refund of premium or extension of the duration of the cover will be granted. In the event set out in point c) above, the cover continues to apply to any other insured persons indicated in the same insurance policy, in accordance with the terms and conditions set out in points a) and b) respectively.

8. How much does the cover cost?

The premium is charged per day of cover. In accordance with Article 5, the minimum cover period is seven (7) days. The amount of the premium per day is:

a) From zero to sixty-nine years (0 to 69 years): two euro (EUR 2.00) per person per day, including insurance tax,
b) from the age of seventy (70): eight euro (EUR 8.00) per person per day, including insurance tax.

The age used to calculate the premium is obtained by deducting the year of birth from the year in which the insurance takes effect.

9. What events are excluded from the cover?

Any natural person subject to an international economic or commercial sanction imposed on us and resulting from a resolution of the United Nations Security Council, a decision of the Council or Commission of the European Union, a legal or regulatory provision or a decision of the same nature, under international or national law and applicable in the territory of the Grand Duchy of Luxembourg is excluded from cover.

Cover is also excluded for stays in territories for which the Ministry of Foreign Affairs, a competent ministry or a competent authority in one of the neighbouring countries of the Grand Duchy of Luxembourg has issued a warning. In the event that you are on the territory of a country for which a warning has been issued, the insurance cover automatically expires at the end of a maximum period of fourteen (14) days following publication of such a warning.

10. What is an insured event?

An insured event is an unforeseeable accident or illness suffered by the insured person during their stay abroad, justifying benefits in favour of the latter, as set out in Article 11. In the event of the occurrence of an insured event, our intervention will cease as soon as a medical diagnosis concludes that benefits of a medical nature are no longer necessary. All benefits of a medical nature that are not linked to the original insured event are considered to result from a new insured event.

11. What benefits do we provide?

We provide benefits within the limits of the contract for examination and treatment methods and for medicines that are predominantly recognised as traditional medicine.

In addition, we also pay benefits for methods and medicines that have proved effective in practice, or that are used when no traditional medical method or medicine was available at the time the benefits were provided. In the latter case, however, we reserve the right to reduce our benefits to the amount that would have been paid if traditional methods or medicines had been used.

In the event of a request for payment of benefits, we reserve the right to appoint an external service provider on site to assess the relevance of the request. The service provider will be entitled to contact the designated doctor on site so as to find, in agreement with the latter, the most appropriate solution. We are solely responsible for choosing the means of transport in the event of an illness/accident.

The various categories of costs covered by the guarantee are set out in Articles 11.1 to 11.4, up to a maximum total amount of one hundred and fifty thousand euro (EUR 150,000) or the equivalent in local currency, per person and per insured stay.

If a currency other than euro (EUR) is used, conversion into euro (EUR) will be made using the official exchange rate applicable on the day of the insured event.

11.1 Outpatient treatment

In the event of illness or an accident up to one hundred per cent (100%) of outpatient costs for the following services are reimbursed:

a) Medical care;
b) Drugs and dressings;
   However, the following are not considered to be medicines and are therefore excluded from cover: dietetic, nutritional, fortifying and slimming products, contraceptives and geriatric products, mineral water, bath products and cosmetic products;
c) Therapies, namely: physiotherapy, massages, hydrotherapy and wraps, heat treatments, electrotherapy, light therapy and medicinal baths.
   However, the following are excluded from cover: supplements for treatment at the patient's home (e. g. in a hotel or guesthouse), saunas, thermal baths etc., and treatment by a homeopath, osteopath or chiropractor;
d) Medical devices that become necessary for the first time (e. g. braces, plaster rail) following the occurrence of the insured event;
   However, the following are excluded from the cover: optical products and hearing aids.
e) Transport costs arising from the approved emergency services that are necessary to take the patient/accident victim to the nearest doctor.

You are free to choose an approved doctor for the provision of medical care. Medicines, bandages and therapies must be prescribed by the aforementioned doctor, and medicines must be purchased from a pharmacy. Any repeat purchase of the same medicine must be made based on a medical prescription drawn up by the doctor appointed for this purpose, mentioning the multiple purchase.

11.2 Hospitalisation

In the event of hospitalisation, up to one hundred per cent (100%) of the costs of the services described below are reimbursed:

a) Medical care, including the cost of surgical procedures;
b) Hospital stay, including accommodation in a single room;
c) Medically necessary transport to the nearest hospital by the approved emergency services;
d) Accommodation for a parent if a victim under the age of thirteen (13) is hospitalised.

If it is medically established that hospitalisation is necessary, you are free to choose the hospital provided that it is medically recognised in the country where you are staying, that it has permanent medical management and medical records, and that it has sufficient diagnostic and therapeutic options available.

11.3 Dental treatment

Up to one hundred per cent (100%) of dental costs for the following services are reimbursed:

a) Analgesic dental treatment;
b) Simple dental fillings that are medically necessary;
c) Repairs to existing dentures to restore their chewing ability;
d) Provisional prostheses up to a maximum of two hundred and fifty euro (EUR 250).

If it is medically established that dental treatment is necessary, you have a free choice of dentist, provided that the dentist is approved in the country where you are staying.

11.4 Additional services

We also provide the following additional services:

a) Our customer service team can be contacted 24 hours a day for any questions relating to the insured event;
b) Information on local medical treatment options;
c) Contact details for hospitals and specialist clinics are also provided, as well as transfer options;
d) We pay the costs that are directly reimbursable by the hospital abroad;
e) In the event of medical necessity, the costs of transport or transfer to a specialist clinic are covered;
f) Contact is made with the family doctor in order to inform them of the situation and to organise an exchange of information between them and the local doctor responsible for the treatment;
g) At the patient's/accident victim's request, we inform their next of kin of the situation.
h) The costs of search and rescue by the approved local rescue services are fully covered by us, up to a maximum of five thousand euro (EUR 5,000) per insured person. However, in the event of an accident on a ski slope, the costs of search, rescue and evacuation by the approved rescue services are only be paid by us if the patient/accident victim was on a marked and open ski slope at the time of the accident.

11.5 Repatriation

We cover the repatriation costs, provided that they are necessary and useful, on the basis of a duly substantiated medical opinion.

Repatriation is carried out either to the home of the patient or accident victim, or to the nearest hospital to the patient or accident victim's home, which is able to receive them. If the presence of an accompanying person is required for the repatriation of the patient/accident victim, the repatriation costs of the accompanying person are also covered.

In the event of the death of the patient/accident victim, the costs of repatriating the body of the patient/accident victim to the country of their usual residence, as described below, are covered:

a) Funeral services abroad;
b) Preservation of the body on site;
c) Coffin, up to a maximum of one thousand euro (EUR 1,000);
d) Transport of the body from the place of death to the place of burial or cremation.

However, other costs relating to burial or cremation in the country of habitual residence are excluded from the cover.

The provisions of the previous paragraph also apply in the event of burial or cremation of the deceased person in the country where they were staying.

The cover also excludes any additional costs necessary for the repatriation of the deceased person's luggage.

12. What benefits are excluded from the cover?

We do not pay benefits for:

a) Treatment abroad that was the sole reason or one of the reasons for your trip;
b) Diagnosis and treatment instructed in the Grand Duchy of Luxembourg or in your country of residence;
c) Treatment that was established before departure (on the basis of a medical diagnosis) to be necessary even in the normal course of your trip (for example, dialysis), except if you are travelling following the death of your spouse or a first degree relative;
d) Reimbursement of medication that was established prior to departure as being necessary as part of a long-term treatment that you are undergoing;
e) Relapses or worsening of an illness or pathological condition diagnosed or existing prior to departure;
f) Medical, paramedical, surgical, pharmaceutical and hospital expenses resulting from treatment received in the Grand Duchy of Luxembourg or in your country of residence, whether or not they are consecutive to an illness/accident that occurred abroad;
g) The cost of contraception;
h) The cost of preventive medicine, vaccines or vaccination;
i) Damage resulting from the direct or indirect effects of fire, explosion, release of heat, irradiation resulting from the transmutation of atomic nuclei, radioactivity or nuclear energy, as well as damage due to the effects of radiation caused by the artificial acceleration of particles or nuclear energy;
j) Losses resulting from earthquakes, civil or foreign war, acts of terrorism or sabotage, riots, civil commotion, strikes and lockouts, or any comparable event, as well as epidemics or pandemics;
k) Illnesses or accidents resulting from intentional misconduct or addiction, including their consequences, as well as detoxification measures and detoxification cures;
l) Illnesses or accidents resulting from gross negligence;
   Gross negligence includes:
   - Failure to comply with the instructions of the local authorities, those responsible for tourist activities, a doctor or other health specialist, or signs warning of a danger or requiring certain behaviour;
   - Being in a state of alcoholic intoxication of more than 0.8 g/l of blood and/or drunkenness at the time of the accident;
   - Being in a similar state resulting from the consumption of drugs, medication or other hallucinogenic substances at the time of the claim;
   - Participation in a bet or challenge at the time of the claim;
m) Illnesses or accidents resulting from the consumption of alcohol, drugs, narcotics or the abuse of medicines or other substances not prescribed by a doctor and which have the effect of modifying a person's behaviour;
n) Suicide or attempted suicide, including the consequences;
o) Care relating to psychic, psychogenic and psychosomatic illnesses;
p) Expenses relating to: pregnancy of the insured person known before departure, termination of pregnancy, sterilisation, miscarriage resulting from a complication of pregnancy the risks of which were known before departure, childbirth and its consequences;
   However, the following are covered: treatment following acute pregnancy complications that could not have been foreseen by the insured person prior to departure, including premature birth before the end of the 32nd week of pregnancy, miscarriage and medically necessary treatment of a premature baby;
q) Dental prostheses and crowns;
r) Thermal treatments and outpatient treatment in a spa;
   However, care made necessary during a temporary stay due to an illness unrelated to the purpose of the stay or an accident occurring locally is covered;
s) Rehabilitation care not referred to in Article 11.1;
t) Care provided by spouses, parents or children;
   However, material expenses justified on the basis of the scale are reimbursed;
u) Accidents, illnesses or other injuries resulting from participation in a sports competition, unless otherwise specified in the special conditions;
v) Accidents, illnesses or other injuries resulting from practising an extreme sport, unless otherwise specified in the special conditions;

   An extreme sport is a particularly dangerous sporting activity that can expose you to serious injury or death in the event of an error or incident while practising it. Extreme sports can be practised in water, in the air or on land and often involves a high degree of risk, speed, height, natural challenges and physical commitment. Some sports are extreme by nature (e.g. sports involving jumping from a height) while others become extreme because of the circumstances in which they are practised (e.g. off-piste skiing or indoor climbing);
   Extreme sports include, but are not limited to: parachuting, paragliding, bungee jumping, base jumping, hang gliding, wingsuit jumping, outdoor climbing, kitesurfing, surfing, deep sea diving, ice diving, deep sea free diving, white water kayaking, mountaineering, canyoning, downhill mountain biking, off-piste skiing, Formula 1 and even motocross;
w) Accidents occurring during a motor vehicle race/competition in which the insured person is participating as a competitor or assistant to a competitor;
x) Accommodation necessitated by the insured person's dependency, not covered by Article 11, such as nursing and care homes or rehabilitation and recovery facilities;
y) Cosmetic treatments of any kind and their consequences, including aesthetic surgery;
z) Expert reports and certificates, as well as treatment plans and estimates, if you are required to provide these.

If the expenses for care or other services covered exceed what is medically necessary, we may reduce our contribution to an appropriate amount. If the expenses for care or other services covered are clearly disproportionate to the care/services provided, we are not obliged to reimburse them. The situation in each country of destination is taken into account.

If you are entitled to benefits under compulsory health insurance, accident insurance or pension insurance, or to compulsory sickness or accident insurance, we are only obliged to reimburse expenses in excess of these statutory benefits.

13. What should you bear in mind in the event of a claim?

§1. If an incident occurs, you must comply with the following obligations:

a) You must inform us of any hospital treatment within three days of undergoing treatment, either by telephone on (+352) 42 64 64 611 or by e-mail at assistance@dkv.lu. Otherwise, we are not obliged to reimburse you and, if we receive the hospitalisation declaration later, we are obliged to grant the benefit only from the day we became aware of it;
b) You must first send the original invoices, with proof of payment, to your statutory health insurance provider;
c) You must then send us copies of the same invoices, with proof of reimbursement from the compulsory health insurance, indicating your insurance number;
d) If the compulsory health insurance does not contribute to the costs, you must send us the original documents, otherwise we are not obliged to reimburse you;

e) Upon first request, you must also facilitate the collection of the information necessary for our intervention and provide us with all the supporting documents that we deem necessary to enable us to ascertain the insured event, to assess our obligation to provide a service and to determine the extent of our intervention.
This provision exempts doctors from medical confidentiality, if necessary, within the framework of this article;
f) In the event of a request for repatriation in the event of death, you must send us the official death certificate;
g) At our request, you are required to be examined by a doctor appointed by us;
h) You are responsible for fulfilling the obligations set out in this article.

§2. In the context of these obligations, we inform you that:
a) The supporting documents and evidence provided become our property;
b) We are authorised to pay benefits to the insured person who sends us the required supporting documents, even if they are not the policyholder;
c) Claims for insurance benefits cannot be assigned or pledged.

14. What should the supporting documents include?

§1. All invoices submitted must include:
a) The surname and first name of the person treated;
b) The name of the illness (diagnosis). If the doctor refuses to indicate the name of the illness, we may make our services conditional on a medical examination as provided for in Article 13, §1, g);
c) The name and address of the doctor;
d) The various medical treatments received, including their dates.

§2. The following rules must also be observed:
a) Prescriptions must clearly specify the prescribed medication and its price, and the corresponding invoices must have been paid.
b) Prescriptions must be sent to us with the doctor's invoice, and invoices for therapies and medical devices with the prescription.
c) For dental care as referred to in Article 11.3, the invoice must include the designation of the teeth treated and the services provided.

15. What consequences are there for breaching your obligations?

If you do not comply with the obligations set out in these GTC, the following sanctions apply:
a) In the event of an intentional breach, we are exempt from the obligation to provide you with a service;
b) In the event of a breach constituting gross negligence, we are only obliged to grant you the benefit if such a breach did not prevent us from ascertaining the insured event and/or from assessing our obligation to grant you the benefit, as well as its scope;
The following breaches constitute gross negligence: failure to send us the supporting documents requested, despite two reminders; failure to appear for a second examination by our medical advisor, without justification received within two weeks of the request being sent.
c) In other cases of breach, we may reduce our insurance benefits by the amount of the loss suffered as a result of the breach.

16. How are receipts in foreign currencies converted?

Costs generated in a foreign currency are converted into euro at the exchange rate of the day on which the insured event occurred.

17. What rules apply to transfer and translation costs?

We may deduct the following costs from the benefit we pay:
a) The cost of transferring insurance benefits abroad;
b) The cost of translations, with the exception of translations within the language area of the European Union.

18. What should you bear in mind when making claims against third parties?

If you are entitled to reimbursement of your loss from a third party, this right must be assigned to us in writing up to the amount of the reimbursement of costs as provided for in the insurance contract, without prejudice to legal subrogation. If, without our agreement, you waive this right or any right useful for guaranteeing it, we are released from our obligation to provide a service to the extent that we could have requested reimbursement from the third party.

19. When are your rights time-barred?

Any action arising from the insurance contract is time-barred on expiry of a period of three years, starting on the date of the event on which it is based.

20. When can we cancel the insurance contract?

We may terminate your insurance contract, without notice, if you have received or attempted to receive insurance benefits through deception and/or fraudulent means.

This provision does not affect any other right of cancellation provided for by law or regulation.

The right of cancellation referred to in paragraph 1 expires, if it has not been exercised, at the end of a period of one month from the date on which we became aware of the facts justifying the cancellation.

21. How should claims be submitted?

Claims should be sent to us in writing, either by post to **DKV Luxembourg S.A. | 11-13, rue Jean Fischbach | L-3372 Leudelange,** or by e-mail to **info@dkv.lu.** Insurance agents are not authorised to receive your requests.

You must notify us of any change of address. Otherwise, any communication sent to the last address known to us will be legally valid. Where applicable, the communication will take effect on the day it is notified to you.

22. Which court has jurisdiction and what law applies?

The courts of the Grand Duchy of Luxembourg have exclusive jurisdiction over any dispute arising from the insurance contract.

The insurance contract is governed by Luxembourg law.

23. What happens to my data?

DKV Luxembourg acts in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, applicable since 25 May 2018.

The privacy statement can be consulted at the following URL:
https://www.dkv.lu/en/data-protection

24. Where can you send your complaints and disputes?

You can send your complaints/disputes in writing to **DKV Luxembourg S.A., 11-13 rue Jean Fischbach, L-3372 Leudelange.**

You can also send your complaints/disputes to the following authorities:
- Commissariat aux Assurances, 11, rue Robert Stumper, L-2557 Luxembourg;
- Union Luxembourgeoise des Consommateurs, 55, rue des Bruyères, L-1274 Howald;
- Association des Compagnies d'Assurances et de Réassurances, 12, rue Erasme, L-1468 Luxembourg.

I declare that I have read the GTC and agree to them.