

In the following, you find the General Terms and Conditions of Insurance for the Foreign Travel Health Insurance for the Tariff "Travel".

If reference is made to "you" in the following, so you are meant as the policyholder and / or the insured person.

If reference is made in the following to "we" or "us", then this refers to DKV Luxembourg SA, 11-13, rue Jean Fischbach, L-3372 Leudelange.

## 1. Who is eligible for insurance?

### 1.1. Policyholders may be:

- Legal entities that are domiciled in Luxembourg, or
- Individuals who live and work in Luxembourg and who are insured under the statutory health insurance in Luxembourg or under a similar statutory insurance (e.g. health welfare of the European Union).

### 1.2. You can insure

- Any person meeting the requirements under Art. 1.1.b.
- Close relatives under Article 1.1.b., provided that they live in the same household:
  - Spouse or partner in a registered partnership (e.g. PACS)
  - Biological children, adopted children, stepchildren, up to the age of and including 25 years
- Biological children up to and including the age of 17 years under Art. 1.1.b, provided that they do not live in the same household

The insurance capacity should be proven at our request. If the above requirements are not met, an insurance contract will not be concluded despite premium payment.

## 2. What is covered by your insurance?

We offer insurance for illness, accidents and other events mentioned in these General Terms and Conditions of Insurance.

In case of an unforeseen insured event occurring while being abroad, we refund the cost of medical treatment incurred there and pay any other agreed benefits (see no. 11). The scope of the insurance coverage is specified by the insurance contract, the General Terms and Conditions of Insurance and the statutory regulations in the Grand Duchy of Luxembourg.

## 3. Which travels abroad are insured?

Insurance cover shall be valid for the travel abroad specified in the insurance application. Foreign countries shall be all countries outside the Grand Duchy of Luxembourg and the country where you have your permanent residence. Travels abroad with the purpose to undergo medical treatment are not insured.

## 4. How is the insurance contract concluded?

Your insurance contract will be concluded online. The payment of premium may be effected by credit card (Visa or MasterCard) or by digicash.

The conclusion can be made - also online - at the reception desk of DKV. You will receive a written confirmation, which is both the insurance policy, as well as the insurance certificate.

Your insurance contract becomes effective by written confirmation.

## 5. How long will your insurance contract be valid?

The insurance must be taken for at least seven days per person, this also applies in the event that you or the insured person undertake a shorter trip. You can take out the insurance per insured person up to 99 days. The insurance contract shall end automatically upon expiration of the deadline stated in the contract; the contract shall not automatically be renewed.

## 6. When does your insurance take effect?

You have to conclude the insurance contract before crossing the border to other countries (see Art. 3). Your insurance takes effect from the date specified by you as the commencement of insurance. However, it does not start

- before you have concluded the contract
- before you have paid the premium, and
- before you are abroad.

For any insured events that occurred prior to the conclusion of the insurance contract, no benefits will be paid.

## 7. When does your insurance end?

Your insurance ends – also for pending insured claims – at the end of the insurance relationship in each case. If you or the insured person should not be fit for transport at that time due to illness or accident, we will extend your insurance coverage beyond the time of termination for the number of days corresponding to the agreed term of insurance, but only for a maximum of 28 days. Your insurance relationship shall end by completing your stay abroad. If only one of the insured persons finishes his/her stay abroad, the insurance coverage stops for this person. In this case, you are not entitled to the reimbursement of any insurance premium possibly overpaid. The insurance relationship terminates with the death of the insured person. In the event of your death, the insurance for any co-insured persons will continue being valid until the end of the originally agreed contract term.

## 8. How much does the insurance cover cost?

The premium is calculated per day of the insurance period - but at least for seven days - and amounts to:

- when entering at the age of 0-69 years: EUR 0.75 per insured person per day including insurance tax
- when entering at the age from 70 years: EUR 3.00 per insured person per day including insurance tax

A person's age of entry is defined as the difference between the year of birth and the year of the beginning of insurance.

The premium shall become due upon conclusion of insurance.

## 9. When does no insurance cover exist?

You and the insured person are not covered by insurance or not entitled to any assistance services to the extent and as long as the economic, commercial or financial sanctions or embargos of the European Union directly oppose to them.

No insurance cover applies to the territories for which the Ministry of Foreign Affairs of Grand-Duchy of Luxembourg ("Ministère des affaires étrangères") or a relevant Ministry or competent authority in the bordering countries of Luxembourg has issued a travel warning for this territory.

If the insured person is already in the territory for which a travel warning has been issued, the insurance cover expires 14 days ends after the announcement of the travel warning.

## 10. What is an insured event?

An insured event is the medically necessary treatment of an insured person due to illness or accident. The insured event starts with the medical treatment; it ends with the finding by a medical practitioner that there is no need for any further treatment. If the treatment has to be extended for an illness or accident, which is not causally related to the previously discussed one, this will be considered to be a new insured event. Also the death of an insured person is deemed an insured event. As regards the scope of our services in the insurance case, please refer to Art. 11.

## 11. What are our services?

We provide the contractual services for examination or treatment methods and drugs that are generally accepted by conventional medicine. Furthermore, we pay for methods and drugs, which have been proven in practice to be successful or are applied because no traditional methods or medicines are available.

However, we can reduce our services to the amount, which would have been incurred if the existing conventional methods of medicine or medication were applied. We may instruct an assistance service for the evaluation of assistance and for other services. This one shall be entitled to contact, in the respective insurance case, the doctor being responsible on site to take together with him the best possible decision. The decision to be taken on the type of transportation referred to in these policy conditions shall be our responsibility.

We will refund you the cost of the services referred to in Art. 11.1. to 11.3 up to a maximum total amount of EUR 30,000.00 per insured trip, or up to the equivalent of the local currency per insured person. The closing rate shall be the official exchange rate on the date of the insured event. Type and amount of insurance benefits result from the following provisions:

### 11.1. Outpatient treatment

We will reimburse you for any out-patient treatment up to 100% of the cost

- a) for medical treatment;
- b) for drugs and dressings; medicinal products such as dietary food, tonics, means for weight loss, contraceptives, geriatrics, mineral water, bath products and cosmetic products are not considered to be medicinal products;
- c) for remedies, these include: physiotherapy, massages, hydrotherapy and packs, heat treatment, electro-therapy, light therapy and medicinal baths. Additional expenses for any treatment in the apartment (hotel, B & B) of the patients are not recoverable. Sauna, thermal and similar baths are excluded from reimbursement;
- d) for adjuvants that are necessary due to an event occurring during the stay abroad for the first time, with the exception of optical and hearing aids.
- e) for the medically necessary transport to the nearest doctor by an approved emergency service

You are free to choose a doctor from those approved in the country for medical treatment. Drugs and dressings, as well as medicines and medical aids must be prescribed by him/her, drugs have also to be obtained from a pharmacy. The multiple receipt of a drug with the same prescription must be prescribed by the attending physician.

### 11.2. Inpatient treatment

We will reimburse you for an out-patient treatment up to 100% of the cost

- a) for medical treatment (including surgery costs),
- b) for the stay in hospital (including the accommodation in a single room),
- c) for the medically necessary transport to the nearest doctor by an approved emergency service,
- d) in most cases, for the accommodation of a parent during the inpatient treatment of a child younger than 13 years

As regards any medically necessitated hospital treatment, you have a free choice between the generally recognized hospitals in the host country that are under constant medical supervision, that possess sufficient diagnostic and therapeutic facilities and maintain patient histories.

### 11.3. Dental treatment

We will reimburse you for dental treatment up to 100% of the cost

- a) for pain-relieving treatment
- b) for medically necessary dental simple fillings
- c) for any repair of already existing dental prosthesis to restore your ability to chew
- d) for provisional measures up to EUR 250.00

For a medically necessary dental treatment, you have the freedom to choose between dentists approved in the host country.

### 11.4. Repatriation

We organize and cover the cost of any medically advisable and appropriate repatriation of the insured person. The return is carried out either

- to the residence of the insured person, or
- to the nearest suitable hospital at the place of residence of the insured person.

We also assume the cost for an insured accompanying person.

In case of death, we organize the transport of the remains to the residence country and assume these costs.

These include:

- The cost of the undertaker abroad
- The costs of keeping the body on site
- The cost of a coffin to a maximum of EUR 1,000.00
- The cost of transporting the mortal remains from the place of death to the place of burial or cremation

Any other cost incurred in connection with the burial or cremation in the country of residence will not be assumed. In case of burial or cremation in the country where the insured person is deceased, the same conditions shall apply. Any additional cost for the return of the luggage of the person, who is transported back, will not be covered.

The cost of the services mentioned in Art. 11.4. shall be reimbursed up to EUR 30,000.00 or up to the equivalent value of the respective local currency per insured person. The closing rate shall be the official exchange rate on the date of the insured event.

### 11.5. Benefits

We provide the following services in the insurance case:

- a) You can reach our service centre every day just around the clock.
- b) We offer the option to get information about the possibilities of medical care at the place of stay.
- c) We designate hospitals, special hospitals and transfer options.
- d) We directly settle up the reimbursable expenses with the hospital abroad.
- e) If medically necessary, we organize and assume the cost of transportation or the transfer to a special clinic.
- f) We will contact the family doctor, and ensure an exchange of information between the doctors.
- g) At your request, we will inform your family about the insured event.

### 12. What is not covered?

You will not receive any benefits for

- a) treatments abroad, which were the only or at least one of the reasons for your trip;
- b) any treatment of which it was clear due to a medical diagnosis that it had to be carried out during the execution of the trip as planned (e.g. dialysis), unless you make the trip because of the death of your spouse or a relative in the first degree; the reimbursement of medicines that are needed as part of a long-term medication before departure shall be excluded;
- c) cost of contraceptives;
- d) cost of preventive medicine, vaccines or vaccinations;
- e) damage caused by exposure to radiation or nuclear energy and damage caused by war, civil war, civil unrest, terrorism or similar circumstances and an epidemic or pandemic;
- f) any disease or accident based on intent or addiction including their consequences as well as to cure an addiction;
- g) the treatment of mental, psychogenic and psychosomatic diseases;
- h) expenses incurred for a pregnancy known to the insured person before undertaking the journey, for termination of pregnancy, sterilisation, miscarriage, delivery and for child bed fever and its consequences. However, coverage shall be provided for the treatment of acute complications of pregnancy not foreseeable by the insured person, including premature deliveries before the end of the 32<sup>nd</sup> week of pregnancy and miscarriages. Insurance coverage shall also exist in this regard for the medically necessary treatment of the premature infant in the framework of premature delivery;
- i) dental prostheses and dental crowns;
- j) treatment in health resorts and sanatoriums and rehabilitation measures;
- k) for out-patient treatment in a spa or health resort. This limitation shall not apply if - during a temporary stay - any medical treatment should become necessary because of an illness being independent of the purpose of the stay or an accident that occurred abroad.
- l) treatment by spouses, parents or children. Documented material costs shall be reimbursed according to tariff;
- m) illnesses or accidents due to the use of alcohol, drugs, narcotics or the abusive use of medication or other substances that have not been prescribed by a doctor and change a person's behaviour;
- n) diseases and injuries resulting from an intentional act;
- o) suicide or attempted suicide;
- p) sports competitions at professional level;
- q) accidents with motor vehicles occurring during a race in which the insured person participates as a participant or as an assistant of a participant;
- r) any accommodation due to care dependency;
- s) cosmetic treatments of any kind and their consequences;
- t) for expert reports and certifications and treatment and cost plans, if these are to be submitted by you.

If a medical treatment or any other measure, for which benefits have been agreed exceeds the medically necessary extent we shall be entitled to reduce the benefits payable by us to a reasonable amount. If the expenses for a medical treatment or other services should be conspicuously disproportionate to the actually delivered services, we shall not be obliged to pay benefits to the extent in question. The conditions in the respective travel destination shall be taken as a basis thereof.

In case of an entitlement to benefits from the statutory health, accident or pension insurance, statutory therapeutic care or post-accident care, we shall only be obliged to refund those expenses exceeding the cost of statutory benefits and services.

**13. What do you have to do in case of a claim?**

- a) You must announce any hospital treatment within three days by calling +352/42 64 64-1 or sending an e-mail to [assistance@dkv.lu](mailto:assistance@dkv.lu) - otherwise we are not obliged to indemnify a claim. If we receive the notification on the hospital stay later, so we are obliged to pay benefits only from the date on which we become aware thereof.
- b) Please, send the original invoices together with proof of payment to your statutory health insurance.
- c) Then, send us the invoice along with copies of the proof of reimbursement by the statutory health insurance indicating your insurance number.
- d) If the statutory health insurance company has not contributed to the cost, please submit the original documents to us; only on presentation of the original, we are obliged to indemnify a claim.
- e) Furthermore, any evidence requested by us and required to examine the obligation to provide benefits must be delivered. We are entitled to request proof of any advance payment.
- f) The entitlement to benefits to cover the additional costs of repatriation in case of death must be substantiated by the official death certificate.
- g) The supporting documents and any proof shall become our property.
- h) We are entitled to make payment to the bearer of proper evidence.
- i) Entitlements to insurance benefits may neither be assigned nor pledged.

**14. What do the documents have to include?**

The invoices must contain:

- name and surname of the person treated,
- the disease (diagnosis). If the doctor refuses the specification of the disease, the insurer may predicate its benefits on a medical examination according to Art. 15 b).
- name and address of the doctor,
- the details of all medical treatment data.

**Furthermore, it should be noted:**

- Prescriptions must clearly show the prescribed drug, its price and the receipt note.
- Prescriptions must be submitted together with the associated medical invoice, invoices for medicines and medical aids have to be submitted together with the prescription.
- In case of any dental treatment according to Art. 11.3, the invoices must specify the treated teeth and the respective treatment each.

**15. What obligations have to be observed?**

- a) You and the insured persons shall be obliged to allow us to obtain the necessary information and to provide any evidence necessary to establish the insured event, or the payment obligation and its extent. This also affects to release the treating doctor from keeping confidentiality, if necessary, in order to determine the obligation to provide benefits.
- b) At our request, you or the insured person shall be required to be examined by a doctor commissioned by us.
- c) As regards the fulfilment of the obligations, you and the respective insured person concerned shall be liable.

**16. Consequences of an infringement of the obligations**

- a) If you violate any of the obligations under Art. 15 intentionally, we will be exempted from the obligation to pay benefits.
- b) In case of other violations of these duties, we may reduce our insurance benefits by that amount, which corresponds to our damage suffered by the breach of obligation.
- c) In case of violations caused by gross negligence, the insurer shall only remain obliged to pay benefits to the extent that the violation neither affects the assessment of the insured event, nor the assessment or the scope of the benefits payable by us.

**17. Invoices in foreign currency**

The costs incurred in a foreign currency will be converted to EUR at the exchange rate applicable on the day of occurrence of the insured event.

**18. Cost of transfers and translations**

We may deduct the following expenses from the benefits:

- Costs for the transfer of insurance benefits to foreign countries
- Translation costs - with the exception of costs for translations from languages of the European Community

**19. Claims against third parties**

If you or the insured person is entitled to any compensation for damages against any third party, this claim shall be assigned in writing to us - irrespective of the legal subrogation - up to the amount, to which costs are refunded under the insurance contract; the claim will be passed to us to this extent. If you or any insured person abandons such a claim or any right serving to secure the claim without our consent, we shall be released from our obligation to pay benefits to the extent, to which we would have been able to obtain compensation.

**20. Statutory limitation**

Any claim derived from the contract shall become time-barred after a term of three years from the date on which the claim is based.

**21. Termination of the insurance policy**

We may terminate the insurance relationship without notice if you or the insured person had obtained insurance benefits by fraud or attempted to obtain them by fraud. Any other extraordinary termination right shall remain unaffected by this. The right of termination will expire if it is not exercised within 1 month from the time we have become aware of the facts entitling us to termination.

**22. Declarations of intent to be sent to us**

Please send any declarations of intent and notifications addressed to us in writing to the following address:

**DKV Luxembourg S.A. | 11-13, rue Jean Fischbach | L-3372 Leudelange  
[info@dkv.lu](mailto:info@dkv.lu)**

Insurance agents are not authorized to receive those documents.

If you have not informed us about a change of residence, it is sufficient for the validity of a declaration of intent delivered by you to us, if this was sent to the last address known to us. The declaration shall take effect on the day on which it would have been served to you by regular delivery without such a change of residence.

**23. Place of jurisdiction and applicable law**

For all disputes between you and us arising from the contract, the courts of the Grand Duchy of Luxembourg shall have exclusive jurisdiction. The insurance relationship shall be subject to the laws of the Grand Duchy of Luxembourg.

**24. What happens with your data?**

The data protection policy is available under:

<https://www.lalux.lu/en/contacts/data-protection/>

**25. Claims or complaints**

Claims or complaints can be addressed - regardless of any legal action - in writing to DKV Luxembourg SA, 11-13 rue Jean Fischbach, directed L-3372 Leudelange.

They can also be addressed to the following bodies:

- Commissariat aux Assurances, 7, Boulevard Royal, L-2449 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