

# MONEY TRANSFER PROTECT INSURANCE POLICY






Information notice for the optional group insurance policy No. 4085 (***Insurance policy***) - July 2021 version, taken out:

- By Moneytrans MONEYTRANS PAYMENT SERVICES S.A., a payment institution incorporated under Belgian law (company number: BE.0449.356.557) duly authorised by the National Bank of Belgium ([www.nbb.be](http://www.nbb.be)) to provide payment services including: money remittance, issuance of payment accounts and payment instruments, and execution of payment account transactions, and having its registered office at Boulevard de Waterloo 77 boîte 01, 1000 Bruxelles; Telephone number: + 32 2 227 18 20; fax no. + 32 2 227 18 28; email: [infobe@moneytrans.eu](mailto:infobe@moneytrans.eu)., in its capacity as the Underwriter,
- From AXA France Vie S.A., with a capital of €487,725,073.50, a company governed by the French Insurance Code, registered in the Nanterre TCR under number 310 499 959 - registered office: 313 Terrasses de l'Arche - 92727 Nanterre Cedex - France, controlled by the Autorité de Contrôle et de Résolution, 4 Place de Budapest - CS 92459. 75436 PARIS CEDEX 09 - France (***AXA*** or ***Insurer***) in its capacity as Insurer,
- Assistance services are provided by Inter Partner Assistance SA, incorporated under Belgian law with a capital of €130,702,613, a non-life insurance company approved by the National Bank of Belgium and the FSMA (Belgian Financial Services and Markets Authority) under number 0487, registered in the Brussels Trade Register under number 415 591 055, registered office: 166 Avenue Louise - B-1050 Ixelles - Bruxelles Capitale - BELGIUM.
- For Moneytrans customers.

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## SUMMARY OF YOUR CONTRACT

Policy purpose	To be entitled to it			
 <p>Payment of a capital sum in the event of Death or Accidental Total and Permanent Disability; Repatriation to the country designated by a relative</p>	 <p>Tax resident in Belgium</p>	 <p>Be aged between 18 and 64 on taking out the insurance policy</p>	 <p>Have opened a Smile Account with a Moneytrans operator</p>	 <p>Have made a money transfer from Belgium and agree to take out the insurance policy</p>

### Your benefits at a glance\*



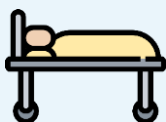
**Total Permanent Disability (due to an Accident)**  
 Serious injury (Definitively preventing you from working)



Assessment of incapacity for work by AXA's consulting physician  
 The disability rate must exceed 66% of the Insurer's scale (page 8-9)



Payment of €1,000



**Death**  
 (30 day waiting period in case of illness)



Payment of €1,000 to your beneficiary and repatriation of your remains to the country designated by a relative

\* Conditions and limits defined in Article 2 'WHAT WE COVER' on pages 7 to 9.

## You are not covered if your accident is due to

~~Suicide~~



Suicide (the first year of the policy)



Use of narcotics or driving a land or sea vehicle under the influence of alcohol



Non-compliant professional sports activity or aviation activity



Death occurring outside of Belgium

## Your policy starts



Date indicated on the policy documents



During your next money transfer via your Smile account and upon taking out the insurance policy

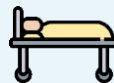


One month renewable up to the maximum limit of three consecutive months.

## Your policy ends



On the date indicated on the policy documents



Death



In the event of a covered claim



Change of tax residence to outside Belgium



Termination of your policy



On your 70<sup>th</sup> birthday

For the application of the Policy, the terms regularly used in this notice are defined below.

## **ACCIDENT**

Any injury, unintentional on the part of the Insured Party or the Beneficiaries, resulting from the unforeseeable, violent, and sudden action of an external cause, of which the Insured Party is a victim. It is up to the beneficiaries to prove the nature of the accident.

### **The following are not considered accidents:**

- Heart disease
- Cardiovascular disease
- Transient ischemic attack
- Myocardial infarction
- Strokes
- Strokes or brain haemorrhage as well as any sudden pathology
- Suicide is never considered an accident under this insurance policy

## **POLICYHOLDER**

An adult person who has taken out the Policy. The Policyholder is the person insured by the Policy.

## **INSURED PARTY**

An adult, named on the Policy Documents and on whose head cover is based.

The insured person is the holder of the Smile account, provided that he or she does not exceed the age of 64 on the date the policy is taken out. If a person meets the waiting period (mentioned below) after becoming the holder of the Smile account, they are considered insured for a period of one month from the day he or she transfers money abroad from his or her Smile account. The principal place of residence of the Insured Party, as indicated on the policy documents, must be located in Belgium.

## **INSURERS**

AXA France Vie and Inter Partner Assistance S.A.

## **BENEFICIARY**

Person designated by name by the Policyholder who will receive the insurance benefit in the event of a Claim. In principle, the beneficiary is the person identified as the beneficiary of the money transfer made by the Insured Party using Moneytrans services. However, it is possible for the Insured Party to select another person as the Beneficiary. If the insurance benefit must be received in cash, the Beneficiary must provide valid proof of his or her identity in addition to the information necessary for the collection of the funds transferred via Moneytrans, in particular, the Policyholder's name, the country from which the insurance service was provided, the Beneficiary's name, the amount of the insurance benefit, and fulfil any other condition or requirement for the payment of the sum by the local Moneytrans branch, such as providing the transfer number.

## **POLICY**

These general terms and conditions, together with the other contractual elements mentioned, constitute the entire agreement between the Policyholder, AXA, and Moneytrans.

## **DATE OF EFFECT**

Date on which your Policy enters into effect as shown on your Policy Documents.

## **WAITING PERIOD**

One month waiting period for your insurance policy, during which your cover does not apply. The waiting period only applies if the Insured Party's death (ACM) is due to illness. There is no waiting period in the event of death following an Accident.

## **RESIDENCE**

Main place of residence of the Insured Party appearing on your Policy Documents, located in Belgium.

## **TPD**

Total and Permanent Disability.

## **WE**

The Insurer AXA France Vie and Inter Partner Assistance S.A.

## **CLAIM**

Random event occurring during the policy's validity period and likely to implement one or more guarantees covered by the Insurance Policy.

## **MONEY TRANSFER**

Refers to Moneytrans's international money transfer services, initiated from Belgium by the Policyholder to an account abroad.

## **YOU**

The Insured Party.

# **COMPOSITION OF YOUR POLICY**

Your Policy consists of the following documents which form an indivisible whole:

- this Information Notice, serving as the General Terms and Conditions, which define insurance cover and the provisions relating to the life of your Policy;
- the attached Policy Documents which specify the Beneficiary or Beneficiaries, the Date of Effect of your cover, the existence of a possible Waiting Period, and the possible amount of premiums.

## 1 WHAT YOUR POLICY PROVIDES FOR AND ITS TERMS AND CONDITIONS

MONEY TRANSFER PROTECT is intended to pay out a lump sum in the event of all-cause mortality (ACM) or Accidental Total and Permanent Disability (ATPD) and the repatriation of your remains to the country designated by a relative in the event of all-cause mortality (ACM). This insurance policy falls under branches 1 (accident) and 20 (life-death) of the Insurance Code.

This Policy is reserved for individuals who meet the following cumulative conditions at the time of acceptance of the Insured Party's application:

- Be tax resident in Belgium;
- Be aged between 18 and 64 included;
- Have opened a Smile account with a Moneytrans operator;
- Make a money transfer from Belgium and agree to activate the insurance policy.

In accordance with Articles 58 and 59 of the Law of 4 April 2014 relating to insurance, any reluctance or intentional false declaration by the Insured Party, likely to modify the opinion of the risk for the Insurer, cancels the cover, the premiums paid remaining fully acquired by Insurer as damages.

In the event of unwillingness or unintentional misrepresentation, in accordance with Article 60 of the Law of 4 April 2014, the Insurer will propose, within one month from the day on which it became aware of the omission or inaccuracy, an amendment to the policy with effect from the day on which it became aware of the omission or inaccuracy. If the Insurer provides evidence that it would not have insured the risk under any circumstances, it may terminate the policy within the same period. If the proposed amendment to the policy is rejected by the policyholder or if, at the end of a period of one month from receipt of this proposal, it is not accepted, the Insurer may terminate the policy within fifteen days. If the Insurer does not terminate the policy or propose a modification within the time limits indicated above it can no longer avail itself of the facts known to it in the future.

## 2 WHAT WE COVER

### 2.1 DEATH BENEFIT (ACM)

In the event of death, regardless of the cause or circumstances, occurring after the 30-day waiting period in the event of illness, we guarantee the payment of a capital sum of €1,000.

The materialisation of the death risk (ACM) only results in cover if it occurs during the Policy term.

## 2.2 ACCIDENTAL TOTAL AND PERMANENT DISABILITY BENEFIT (ATPD)

The Insured Party is considered in a state of permanent and total disability by the Insurer when he or she is recognised, by a medical assessment carried out by the Insurer, unfit, as a result of an Accident, to carry on any occupation, even part-time, in a total and definitive manner, without this condition requiring the assistance of a third person. The ATPD must occur while cover is in effect and at the latest before the 70<sup>th</sup> birthday of the Insured Party, provided that on the date of the medical leave of absence, the Insured Party is actually carrying on a paid occupation. The first day of medical leave of absence must necessarily be after the cover's date of effect.

On the date when the Insured Party's state of health is medically confirmed, and no later than three years after the date of the medical leave of absence, the Insurer's Consulting Physician sets the contractual disability rate. This rate is determined according to the scale below, based on the Insurer's functional disability and occupational disability rates.

The Insurer then considers, as unfit for work, any Insured Party whose contractual disability rate is equal to or greater than 66%.

INCAPACITE PROFESSIONNELLE	INCAPACITE FONCTIONNELLE				
	60	70	80	90	100
30					67 %
40				69 %	74 %
50			68 %	74 %	79 %
60		66 %	73 %	79 %	84 %
70		70 %	77 %	83 %	89 %
80	66 %	73 %	80 %	87 %	93 %
90	69 %	76 %	83 %	90 %	97 %
100	71 %	79 %	86 %	93 %	100 %

Total and permanent disability must be medically recognised by an official body or comply with the local Belgian regulations in force.



**If the disability rate 'N' is less than 66%: no benefit is due.**

If the disability rate 'N' is equal to or greater than 66%: the Insurer will pay the Insured Party a capital sum of €1,000 when the Insured Party's state of health is confirmed for the Insured Party who carried on a paid occupation and subject to presentation of all the supporting documents requested by the latter, in accordance with the letter sent by the Insurer following the Insured Party's claim.

**In any event, ATPD cover ceases at the latest on the day of the Insured Party's 70th birthday.**



## **2.3 ASSISTANCE**

After a claim, we provide the benefits listed in detail in this regard as a service or we reimburse the costs you incur, under these terms and conditions.

If the circumstances of the claim do not allow you to contact us immediately or if you cannot reasonably be expected to contact us in the particular case, we will reimburse the costs as long as they would also have been incurred if we had arranged the event.

When repatriation benefits are provided by the government of the designated country in favour of its nationals who die abroad, the Insurer may only supplement the government benefit. If the latter covers all the repatriation costs, the Insurer will not pay any benefits in this regard.

### **2.3.1 Repatriation to the country designated by a relative**

After the death of the Insured Party in Belgium, the Insurer will cover the cost of repatriating their remains to the country designated by a relative up to €1,000.

If the Insurer is unable to transport the remains to the place designated for burial, it will do everything in its power to transport the remains to the main city nearest the place designated by a relative of the deceased insured party.

The costs of repatriating the remains and/or reimbursed costs (as specified in Article 2.3) supplement the costs and/or reimbursements paid to the Insured Party or his/her beneficiaries by the local authorities and/or other provident institutions to which the Insured Party might be affiliated.

### **2.3.2 Assistance with formalities following a death**

The Accompaniment of the remains assistance provider also provides assistance with the following formalities:

- Contacting a funeral home
- Help with writing the family announcement
- Indication of the formalities required by the local authorities, in particular.

### **2.3.3 Accompaniment of the remains**

In the event of the death of an insured party in Belgium, the Insurer will reimburse the travel expenses of a person responsible for accompanying the remains from their location in Belgium to the place of burial up to a maximum amount of €400 per person.

### **2.3.4 Funeral costs**

The insurance policy covers, in the country designated by a relative, funeral material (coffin, tent, etc.), up to a maximum of €800, and funeral services (costs of coffin sealing), up to a maximum of €1,250.

The original copies of the receipts must be submitted to the Insurer for this purpose.

The costs of repatriating the remains and/or reimbursed costs (as specified in Article 2.3) supplement the costs and/or reimbursements paid to the Insured Party or his/her beneficiaries by the local authorities and/or other provident institutions to which the Insured Party might be affiliated.

## **2.4 COVERAGE TERRITORY**

MONEY TRANSFER PROTECT only applies in Belgium. Any change of tax residence to outside Belgium must be reported to the Insurer because it will automatically end coverage on the policy's expiry date following this change.

### 3 WHAT WE DO NOT COVER



In order to provide you with effective cover at a reasonable price, **we do not cover, under MONEY TRANSFER PROTECT, the effects and consequences of:**

- the Insured Party's suicide during the first year of the insurance policy,
- civil or foreign wars, brawls, crimes, misdemeanours, national movements, strikes, attacks, terrorism, riots, insurrection, plots, and sabotage. The cover remains acquired (i) in the event of self-defence, (ii) in the event of assistance to a person in danger, (iii) if the Insured Party did not actively participated in any of these events, (iv) for people who are exposed in their daily work.
- accidents resulting from the Insured Party's use of narcotics or medicinal substances outside the limits of a medical prescription,
- accidents, while driving any land or maritime navigation vehicle, caused by the Insured Party when his/her blood alcohol content is equal to or greater than the levels allowed under Belgian law in force at the time of the accident;
- Participation in matches, races, bets, sports competitions, except as an amateur,
- Air navigation risks, other than those incurred for flights onboard an aircraft with a valid Certificate of Airworthiness and flown by a pilot having a certificate and an unexpired licence, said pilot may be the Insured Party,
- Air sports which may or may not require the use of a motorised vehicle relating to competitions, demonstrations, acrobatics, record attempts, flight on prototypes, jumps performed with non-certificated parachutes, hang-gliding, parasailing, and paragliding,
- Playing a sport on a professional basis, as a leisure activity for a competition or a record attempt and their trials, and, in general, the consequences of the practice of an aerial or marine sport or involving the use of motorised vehicles,
- Death occurring outside Belgium.

#### **Regarding the TOTAL AND PERMANENT DISABILITY benefit, we exclude:**

- Disability occurring outside the European Union, unless the Insured Party returns the European Union within twelve months of their medical leave of absence to have it recognised. The disability or invalidity will then be considered to have started on the date on which it is medically established after this return.

#### **Regarding the Repatriation Assistance benefit, we exclude:**

- Meal expenses except breakfast
- Taxi costs unless expressly authorised by the insurer
- Expenses incurred or foreseen before the start of the trip
- For damage incurred during international travel
- For damage caused by a suicide attempt and its consequences as well as by a successful suicide
- For a claim resulting from the consumption of alcoholic beverages or the use of drugs
- For damage caused by nuclear energy
- For costs not explicitly arising from events covered by these insurance terms and conditions

For the provision of such cover, the settlement of a claim or the provision of such benefits would expose the assistance provider to a sanction, prohibition, or restriction under a United Nations resolution or to trade and economic sanctions under the laws or regulations of the European Union, the United Kingdom, or the United States of America.

## 4 WHAT YOU SHOULD ALSO KNOW

### 4.1 When does your policy start and end?

Your Policy is entered into on the day of the Insurer's acceptance of your application concurrent with your consent to the activation of the insurance when you transfer your funds.

Your Policy takes effect on the Date of Effect indicated on the Policy Documents.

**The Policy is entered into for one month. It is tacitly renewed for a new period of one month within the limit of three consecutive months and one renewal granted per month AND subject to making another Money Transfer via your Smile account defined in the 'GLOSSARY' on page 6 .**

Your Policy ends automatically:

- at the end of your one-month coverage period if you do not make a new Money Transfer paid with your Smile account,
- in the event of termination or non-renewal of the group insurance policy entered into between Moneytrans and the Insurer,
- in the event of the Incident giving rise to the payment of the guaranteed compensation,
- on the Insured Party's death,
- in the event of a change of tax residence to outside Belgium,
- after three consecutive monthly renewals,
- at the latest, on the Insured Party's 70th birthday.

### 4.2 HOW SHOULD YOU PAY YOUR PREMIUMS?

#### 4.2.1 Premium amount

The amount is shown on the Policy Documents. The Underwriter is liable for any present or future tax established on the insurance policy and must be paid at the same time as the premium.

We undertake to not increase your premiums, on an individual basis. However, if we decide to change your basic premium amount, you will be notified of this at least two months before the annual deadline and it will apply to all insured parties holding the same policy. Premiums will not be increased due to a deterioration in the Insured Party's health.

#### 4.2.2 Payment terms

Your MONEY TRANSFER PROTECT insurance policy is offered to you by Moneytrans free of charge.

### 4.3 WHEN AND HOW CAN YOU TERMINATE YOUR POLICY?

#### **You may terminate your Policy:**

- At any time by email or phone, by writing to the following address:  
AXA Partners – Credit & Lifestyle Protection, Service Gestion des Contrats, BP 25000, 1000 Bruxelles 1 – Belgium or by emailing us at: [clp.be.contrats@partners.axa](mailto:clp.be.contrats@partners.axa)
- Termination will take effect at the end of period of cover previously paid.

#### **Your policy may be terminated as of right:**

- if we withdraw our approval.

## **4.4 WHAT YOU MUST DECLARE IN THE EVENT OF A CHANGE IN YOUR PERSONAL SITUATION**

You must inform the Insurer of any change of address or bank details for the payment of any premiums and/or insurance benefits. otherwise, any letters and benefits that we send to the last known domicile or bank account will be deemed to have been received.

- **In the event of a late declaration, we can enforce the automatic forfeiture of compensation if it is established that this delay is prejudicial to us.**
- **Any reluctance, or intentionally false declaration, nullifies the Policy and we can ask you to reimburse any benefits unduly paid.**
- **Any omission, inaccurate, or involuntary declaration results in a proportional reduction in benefits, in which case the Insurer reserves the right to terminate the Policy.**

## **4.5 NAMING THE BENEFICIARY OR BENEFICIARIES AND CONSEQUENCES OF ACCEPTING THE POLICY'S BENEFITS**

### **4.5.1 Naming**

The Policyholder can name the Beneficiary when transferring money via his or her Smile account. This cannot be changed during the 30 day period of cover.

Unless otherwise stated by the Policyholder, the Beneficiary, in the event of death, is the person identified on the valid policy documents at the time of death.

When the Beneficiary is named, the Policyholder must draft the clause as fully as possible, indicating the person's full name; maiden name; and date, town, region, and country of birth; as well as their contact details (phone number and email). The Insurer will use this information in the event of the Insured Party's death to quickly identify and get in touch with the Beneficiary if he or she has not already come forward.

When the policy does not include a designation of Beneficiary that can produce effect, the parties agree that the Beneficiary, in the event of death, is the person identified as the recipient of the money transfer made by the Policyholder using Moneytrans's services.

### **4.5.2 Acceptance of the beneficiary or beneficiaries**

The Beneficiary can accept the policy's benefits. Acceptance can only take place thirty days after the policy has been entered into.

The Policyholder's attention is drawn to the fact that naming becomes irrevocable if accepted by the Beneficiary.

## 4.6 CLAIMS



### What should you do and in what timeframe?

#### Submitting an insurance claim (ACM/ATPD)

Under penalty of forfeiture of cover, you must submit your Claim as soon as you become aware of it to AXA Partners - Credit & Lifestyle Protection Service Sinistres, BP 25000, 1000 Brussels 1 - Belgium.

Tel. 078-05-05-11 (free phone)

email: [clp.be.sinistres@partners.axa](mailto:clp.be.sinistres@partners.axa)

The supporting documents to be provided to pay out the benefits are listed below.

#### Submitting an assistance claim (Repatriation)

Any Triggering Event likely to involve an Assistance service must be reported to AXA Assistance by telephone on **00 00 00 00** (cost of a local call).

### WHAT YOU NEED TO PROVIDE US WITH FOR THE INSURANCE CLAIM (ACM/ATPD)

**In the event of Death**, please send us:

- The death certificate,
- A copy of the Beneficiary's ID,
- The Beneficiary's bank account details (RIB),
- A certificate obtained by the assigns from the Insured Party's GP, without mention of the diagnosis, indicating the cause of death (natural, accidental, suicide, or homicide). The assigns must send this certificate to the address indicated, to the Insurer's Consulting Physician in an envelope marked 'Confidential'.
- In the event of accidental death, a copy of the gendarmerie report or the police report, if one has been drawn up.

**In case of Total Permanent Disability**, please send us:

- A medical certificate from the insured party's GP indicating the cause and extent of the disability as well as the date from which it can be considered as confirmed (to be sent in an envelope marked 'Confidential' to the Insurer's Consulting Physician);
- For insured parties belonging to the general social security scheme, the notification of disability as well as the payments statements

of the Social Security disability benefits during the entire period of cover and supporting documents for taxable remuneration and allowances paid by employers and supplementary provident organisations during the months preceding the medical leave of absence, pay slips, and benefits payment slips issued by the supplementary provident organisation, and notification of allocation of the benefits or annuity;

- For all other persons, a medical certificate detailing the degree of disability and medical leave of absence extension certificates;
- For civil servants or persons treated as such, a certificate from the employer specifying the date of the medical leave of absence and extensions for the entire duration of the total medical leave of absence;
- For insured parties not belonging to INAMI, a statement of the compensation paid by their social security schedule and/or medical leave of absence and extension certificates;
- A dated statement, signed by the insured party, specifying the causes and circumstances of the accident, and a copy of the police or gendarmerie report if one has been drawn up.

We reserve the right to request any additional documents required to assess the claim.

For Insurance claims (ACM/ATPD), your claim will only be considered upon receipt of all the documents we have requested from you.

## 5 THE RIGHTS THAT PROTECT YOU

### 5.1 TERMINATION OF YOUR POLICY AND POLICY END

In the event of distance or doorstep selling, the recordings of online clicks, recordings of telephone calls, computer recordings or their reproduction on any medium will be binding on the Insured Party and will be fully enforceable against him or her. They may be accepted as evidence of his or her consent to enter into this policy, its content, and possibly to the means of payment of the premiums.

If the policy is sold at a distance: the Insurer and the Insured Party each have the same period of fourteen days from entry into the policy to terminate said policy, without penalty and without providing a reason.

#### **The insurer may terminate the policy:**

After each claim, but no later than one month after payment of compensation or notification of claim rejection.

The effects of the policy will cease three months after notification of termination by recorded delivery.

The effects of the policy will cease one month after notification of termination if the insured party has failed to fulfil one of the obligations arising from the occurrence of the claim with an intention to deceive the Insurer, provided that the latter has filed a complaint against the insured party before an investigating magistrate with application to claim damages or has summoned him or her to the trial court, on the basis of Articles 193, 196, 197, 496, or 510 to 520 of the Criminal Code.

#### **The insured party may terminate the policy:**

After each submission of a claim. Such termination must be notified no later than one month after payment of compensation or notification of claim rejection.

The policy must be terminated by recorded delivery, by bailiff, or by delivery of the termination letter against receipt.

The effects of the policy will cease three months after the day after the recorded delivery letter is posted.

#### **In all cases**

The Insured Party has 30 calendar days from the entry into force of the policy indicated on the policy documents to terminate the policy. This termination option must be exercised by a letter sent by recorded delivery to: AXA Partners – Credit & Lifestyle Protection, Service Gestion des Contrats, BP 25000, 1000 Bruxelles 1 – Belgium or by emailing us at to the following address: [clp.be.contrats@partners.axa](mailto:clp.be.contrats@partners.axa) using the following template: 'I, the undersigned (full name) wish to terminate my policy entered on ....., drawn up at ....., on ..... Signature'.

## 5.2 COMPLAINTS - MEDIATION

In the event of a complaint concerning the distribution, application, or management of the Policy, you may contact Moneytrans:

by email to the following address: [smilesupport@moneytrans.eu](mailto:smilesupport@moneytrans.eu),

or by calling 0032 (0)2 227 18 20,

specifying the policy name and number and your full contact details.

In the event of a complaint relating to a claim for compensation under an insurance guarantee (ACM/ATPD), regardless of your right to initiate legal proceedings, if, after having contacted your usual contact or your Customer services by phone or mail, a misunderstanding remains, you may contact the Customer Relations Department by writing to:

AXA Partners – Credit & Lifestyle Protection, Service Réclamations, BP 25000, 1000 Bruxelles 1, Belgium email: [clp.be.reclamations@partners.axa](mailto:clp.be.reclamations@partners.axa)

Or by calling 078-05-05-11 (free phone)

specifying the name and number of your claim under the policy and your full contact details.

In the event of a complaint relating to an assistance service (Repatriation), regardless of your right to initiate legal proceedings, you may contact AXA Assistance:

By post: Inter Partner Assistance S.A., Service qualité, Avenue Louise 166 Bte 1, 1050 Bruxelles, Belgium.

Or by email: AA\_BNL\_SM\_qualitybrussels <[quality.brussels@ip-assistance.com](mailto:quality.brussels@ip-assistance.com)>

Your situation will be examined thoroughly.

Complaints processing times are as follows: an acknowledgement of receipt will be sent to you within ten days and you will receive a response within 60 days (except in the event of special circumstances leading to a longer processing period, which we will inform you of).

If no solution is found, you can then enlist the aid of the Insurance Mediator, an independent party, by contacting the association at the following address:

- By email: [info@ombudsman.as](mailto:info@ombudsman.as)
- By post: Square de Meeûs 35 à 1000 Bruxelles.
- By telephone: 02/547.58.71
- By fax: 02/547.59.75

The aforementioned possibilities are without prejudice to the right of the insured party and/or the policyholder to initiate legal proceedings. The Insurance Mediator and their team review insurance disputes between consumers and the insurer or insurance intermediary.

The insured party may also apply to an approved body for the out-of-court settlement of consumer disputes, as stipulated on the online dispute resolution platform:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

The insured party may complete a complaint form on this platform, which immediately sends the complaint to the defendant in a very easy to understand format. The entire procedure is available on said platform for consultation.

## 5.3 USE OF YOUR PERSONAL DATA



As part of your relationship with an AXA Group company for an insurance policy, the company will primarily use your data to register, manage (including commercial), and perform the policy. It will use this data (i) to handle disputes, (ii) to fight against money laundering, terrorist financing, and insurance fraud, (iii) to comply with applicable regulations, or (iv) to analyse all or part of your data held by the AXA Group, possibly comparing it with the data of selected partners, in order to improve our products (research and development), assess your situation or predict it (interest scores), and customise your customer experience. Any data on your state of health that might be collected will be solely used for registering, managing, and performing your policy.

Your data will be kept for the length of time necessary for these various operations, for the period specifically laid down by the French Data Protection Authority CNIL (standards for the insurance sector) or by law (legal requirements).

It will only be disclosed to AXA Group companies, insurance intermediaries, reinsurers, partners, and authorised professional organisations which need access to this data to carry out these operations. For recipients located outside the European Union, transfer is restricted to (i) countries listed by the European Commission as providing adequate data protection; or (ii) recipients that comply with the standard contractual clauses proposed by the CNIL or with the AXA Group's internal corporate data protection rules (BCR).

The list of BCR signatory companies is available on our website (<https://group.axa.com/fr/a-propos-d-axa/nos-engagements>).

Any data on your state of health that might be collected will only be provided to authorised processors.

We are legally obliged to check that your data is correct, complete, and, where required, kept up to date. As such, we may contact you to check it or we may supplement it (for example, by recording your email if you have sent us an email).

You may request an addition or access to your data, or request its correction, deletion, or portability; give instructions about what is to happen to it after your death; choose to restrict its use or object to its processing. If you have given specific express authorisation for the use of some of your data, this can be withdrawn at any time, provided that this information has no bearing on the application of your policy.

To exercise your rights, you may contact our Data Protection Officer by email ([service.informationclient@axa.fr](mailto:service.informationclient@axa.fr)) or by post (AXA France - Service Information Client - 313 Terrasses de l'Arche 92727 Nanterre cedex – France). If you have a complaint, you may contact the CNIL (<https://www.cnil.fr/fr/cnil-direct>). For more information on our data privacy policy, please see [www.axa.fr/donnees-personnelles.html](http://www.axa.fr/donnees-personnelles.html)

## 5.4 LANGUAGE, COMPETENT COURTS, DISPUTES

The law applicable to contractual and pre-contractual relations is Belgian law. The languages used during the pre-contractual relations and the policy term are French, Dutch, and English. The Insured Party has duly noted that any dispute arising from the performance, breach, or interpretation of this policy falls within the exclusive jurisdiction of the Belgian courts.

## **5.5 COMBATting MONEY LAUNDERING AND TERRORIST FINANCING**

The Insured Party acknowledges that he or she has been fully informed that AXA, as a financial organisation, is subject to the legal obligations arising, in particular, from the French Monetary and Financial Code with regard to combatting money laundering and terrorist financing (Articles L. 561-1 et seq. of the French Monetary and Financial Code) and that, to fulfil its legal obligations, AXA utilises a monitoring process with the goal of combatting money laundering and terrorist financing and the application of the financial penalties imposed under Articles L562-1 et seq. of the French Monetary and Financial Code.

The Insured Party certifies on his or her honour that the sums that he or she has paid or will pay under the terms of this policy do not come from a tax fraud or any other offence punishable by a penalty involving deprivation of liberty of more than one year, and do not contribute to terrorist financing.

## **5.6 SANCTION**

You are hereby informed and you recognise that the AXA will not be required to pay compensation or provide security under this policy where the performance of said policy exposes the Insurer to penalties, prohibitions, or restrictions resulting from United Nations resolutions or economic or trade sanctions provided for in the laws and regulations of the European Union, the United Kingdom, and the United States of America.