



# GENERAL TERMS AND CONDITIONS

## YOUTH PROTECTION PLAN

VERSION 01/12/2018

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue John F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

AIG Europe S.A., Belgium branch office is located Pleinlaan 11, 1050 Brussels, Belgium. RPM/RPR Brussels - VAT number: 0692.816.659.

AIG Europe S.A. Belgium branch is registered with the National Bank of Belgium (NBB) under the number 3084.

The NBB is located at de Berlaimontlaan 14, 1000 Brussels, [www.nbb.be](http://www.nbb.be). | Citibank 570-1210370-62 - IBAN: BE51 5701 2103 7062 - BIC: CITIBEBX.

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**General terms and conditions of the insurance contract underwritten by Vanbreda Risk & Benefits, Plantin en Moretuslei 297, B-2140 Antwerp and** AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue John F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>. AIG Europe S.A., Belgium branch is located Pleinlaan 11, 1050 Brussels, Belgium. RPM/RPR Brussels - VAT number: 0692.816.659. AIG Europe S.A. Belgium branch is registered with the National Bank of Belgium (NBB) under the number 3084. The NBB is located at de Berlaimontlaan 14, 1000 Brussels, [www.nbb.be](http://www.nbb.be). Hereafter "AIG EUROPE S.A."

## **ARTICLE 1 – DEFINITIONS**

- 1.1 INSURER**  
AIG Europe S.A.
- 1.2 POLICYHOLDER**  
the signatory to the contract.
- 1.3 INSURED**  
any child under the age of 29 who is officially domiciled at the address of the POLICYHOLDER
- 1.4 BENEFICIARIES**  
the person entitled to the payment.
- 1.5 SCHOOL BAG**  
School bag or backpack, which the INSURED was carrying at the time of the theft.
- 1.6 AGGRAVATED THEFT**  
any act of violence committed by a third party with the intention to deprive the INSURED of his personal property.
- 1.7 THEFT THROUGH BREAK-IN**  
forced entry by breaking open locks of a locked, covered and closed space or a locked vehicle intended for road transport.
- 1.8 DEPRECIATION**  
annual decline in value on the purchase price including taxes on the item.
- 1.9 ACCIDENT**  
sudden event during the duration of the contract of which the cause or one of the causes is beyond the organism of the INSURED and which causes the INSURED physical injury.  
The following are deemed equivalent insofar as they happen to the INSURED during the duration of the contract:
- Health disorders that are directly and solely due to an insured ACCIDENT or an attempt to rescue endangered persons or goods;
  - Inhalation of gases or ingestion of toxic or caustic substances;
  - Dislocations, sprains, muscle strains or ruptures caused by a sudden exertion;
  - Disorders due as a result of extreme weather conditions;
  - drowning;
  - (Exposure to) anthrax;
  - Rabies or tetanus as the result of an insured ACCIDENT.
- 1.10 HOSPITAL**  
An institution recognised by the Ministry of Public Health of the country in which the ACCIDENT and/or the treatment takes place, for the medical care of ill persons and victims of an ACCIDENT, excluding: preventoria, sanatoria, institutions for the mentally ill and for rehabilitation, rest homes and similar institutions.
- 1.10 INTOXICATION**  
Situation in which the INSURED is under the influence of:
- alcohol;
  - illegal narcotics;
- and thereby violates the laws of the country in which the insured incident takes place.

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#### **1.12 FRACTURE**

The violent fracture of a bone.

A compound fracture means an open fracture where there is also a case of skin damage; a complete fracture means a fracture where the bone ends of the joint have been fully dislocated in respect of each other and repositioning is required; all other fractures will mean those other than the previously mentioned fractures.

#### **1.13 PHYSICIAN**

doctor of medicine and/or member of a Medical Association, legally authorised to practice medicine in the country where the claim and/or treatment occur.

#### **1.14 BICYCLE**

the bicycle must be owned by the INSURED who may not be older than 18 and has been purchased new by the INSURED.

#### **1.15 AGGRESSION**

physical assault or intention to threaten, which results in material, physical and/or mental damage.

#### **1.16 MEDICAL EXPENSE**

for medically necessary care as a result of an ACCIDENT to the INSURED, which is supplied or prescribed by a PHYSICIAN.

#### **1.17 APPLICABLE INSURANCE LAW**

The Law of 27 July 1997 on insurance contracts, as well as the additions, modifications and implementation decrees thereof.

#### **1.18 RENEWAL DATE**

RENEWAL DATE as defined in the schedule

### **ARTICLE 2 -COVER**

The subject of this contract is allowing the INSURED to enjoy the guarantees and amounts laid down in the General Terms and Conditions. The guarantees apply 24 hours a day.

#### **2.1 SCHOOL BAG**

Reimbursing the stolen or damaged SCHOOL BAG if the INSURED is victim of AGGRAVATED THEFT or THEFT THROUGH BREAK-IN. The costs of repair or replacement of the SCHOOL BAG are reimbursed according to their DEPRECIATION (art. 4.1.).

#### **2.2 PERMANENT DISABILITY AFTER AN ACCIDENT**

If permanent physical disability of the INSURED is established within a period of two years after a covered claim, the INSURER shall pay the INSURED a sum based on the degree of disability established by the Official Belgian Scale of Invalidity (OBSI), which applied on the day of the ACCIDENT, without exceeding a degree of disability of 100%.

For injury to limbs or organs that were already disabled or non-functional only the difference between the condition before and after the ACCIDENT will be reimbursed. The assessment of the injury of a limb or organ may not be increased by the already defective condition of another limb or organ.

If disabilities, illnesses, causes or circumstances, irrespective of the actual accident, aggravate the consequences of the accident, the payment may not exceed what would have been owed if the accident had overcome a healthy person.

The award of a payment takes place based on the conclusions of the advising PHYSICIAN appointed by the INSURER or the medical reports submitted if no advisory PHYSICIAN is appointed.

#### **2.3 MEDICAL EXPENSE AFTER AN ACCIDENT**

Within the limits of the insured sum and for a maximum of two years from the day of the ACCIDENT, the INSURER shall pay the required care costs pursuant to the ACCIDENT. The costs for dental care pursuant to a covered claim are limited to €250 per tooth with a maximum of €750 per claim.

Costs for prostheses and orthopedics and transport costs which are incurred for health reasons are also paid by the INSURER.

The INSURED is free to choose a PHYSICIAN, chemist or medical, pharmaceutical or HOSPITAL services.

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During the treatment the INSURER may appoint a PHYSICIAN to control the treatment. This PHYSICIAN shall have free access to the victim after the treating PHYSICIAN has been informed.  
Without prejudice to derogating provisions in the special terms and conditions the intervention of the INSURER is limited to once the conventional fee determined by the RIZIV.

#### **2.4 MEDICAL EXPENSE AFTER AGGRESSION**

Within the limits of the insured sum and for a maximum of 365 days from the day of the claim the INSURER shall pay the required PHYSICIAN treatment costs prescribed at its expense which was made for medical reasons, and which is exclusively the consequence of an AGGRESSION on the INSURED.

After damage the most necessary medical care must be supplied as soon as possible.

The repayments come on top of and after exhaustion of the insured sums within the system of the social security or each precaution organism.

#### **2.5 FRACTURE**

This insurance offers cover for the fracture of an arm, leg, wrist, ankle, hip, coccyx, spine, a vertebra, skull, jaw, collarbone, rib, nose or tooth as the direct consequence of an accident, established by a PHYSICIAN.

This guarantee is acquired if the child is older than the age of 1.

#### **2.6 BICYCLE**

This insurance reimburses the stolen BICYCLE in case the INSURED is victim of an AGGRAVATED THEFT or THEFT THROUGH BREAK-IN. The costs of repair or replacement of the BICYCLE are reimbursed according to their DEPRECIATION (art. 4.6.).

### **ARTICLE 3 - EXCLUSIONS**

**ACCIDENTS caused by the following are excluded:**

- any nuclear reaction other than by a medical treatment given to the INSURED;
- wars and risk of war;
- intent of an INSURED or a beneficiary as the result of any attempt to take the INSURED's own life or intentionally cause bodily injury to himself;
- intentionally committing or aiding in a crime;
- the reckless and suicide acts of the INSURED or self-mutilation;
- obvious reckless deeds of the INSURED, intentionally caused by the INSURED, unless it concerns a responsible attempt to save people, animals or goods;
- driving a motorbike with an engine displacement of more than 150 cc;
- intoxication as referred to in the definitions, point 1.11.;
- due to illness (including osteoporosis), complaints or disability of the INSURED;
- mental, psychosomatic and nervous disorders except when they are caused by a covered claim; \
- practising sport as a profession;
- practising martial arts, air sports as well as mountaineering;
- participating in, training and preparatory tests including, speed performance tests such as horse racing, cycling competitions and motor vehicle competitions. The insurance does apply however for touring rallies where no time and/or speed is imposed;
- ACCIDENTS caused by or during scuba diving with the use of equipment self-contained breathing;
- Bodily disability and/or deteriorated health of the INSURED which already existed at the time that the contract took effect and/or at the time the contractual guarantees were amended and/or at the time of the claim, so that the INSURER, if it had been aware of this would not have entered into the agreement under the same conditions;
- Bets and/or challenges.

**Also not covered, under the cover «FRACTURE»:**

- Injury as the result of accidents caused by making glacier and high mountain trips without a guide other than those which are generally carried out without a guide;
- Injury as the result of accidents caused when driving a motorbike or scooter with a cylinder cubic capacity of more than 60 cc;

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- Injury as the result of accidents caused by or during the practising of underwater sports using so-called “underwater equipment”.

Also not covered, under the cover «BICYCLE»:

- All other circumstances than AGGRAVATED THEFT or THEFT THROUGH BREAK-IN;
- Damage which is certainly the result of the INSURED’s actions or negligence;
- Intent of the INSURED;
- Repair costs of wear and tear, own defect, insufficient maintenance and damage due to depreciation.

Also not covered, under the cover «SCHOOL BAG»:

- The contents of the school bag or the backpack;
- Theft without violence or forced entry;
- Theft by a person who is an INSURED.

The following are excluded:

- Glasses and frames, contact lenses.

#### **ARTICLE 4 - MAXIMUM PAYMENT PER CLAIM PER YEAR**

##### **4.1 SCHOOL BAG**

€ 150 per claim and after deduction of the DEPRECIATION.

Calculation of the DEPRECIATION: 10% per year to a maximum of 70%.

The DEPRECIATION is calculated from the purchase date listed on the invoice and deducted from the purchase amount including all taxes.

##### **4.2 PERMANENT DISABILITY AFTER AN ACCIDENT**

Maximum €250 000 per claim

##### **4.3 MEDICAL COSTS AFTER ACCIDENT**

Maximum €5 000 per claim

##### **4.4 MEDICAL COSTS AFTER AGGRESSION**

Maximum €500 per claim.

##### **4.5 FRACTURES**

Fixed amount of € 500 per claim.

##### **4.6 BICYCLE**

€ 300 per claim and after deduction of DEPRECIATION.

Calculation of the DEPRECIATION: 15% for each year. The DEPRECIATION is calculated from the purchase date listed on the invoice and deducted from the purchase amount including all taxes. The costs of repair or replacement of the bicycle are reimbursed according to their DEPRECIATION.

#### **ARTICLE 5 - OBLIGATIONS IN THE EVENT OF A CLAIM**

The INSURED must request a claim form from **AIG Europe S.A. - Pleinlaan 11 B-1050 Brussels or Vanbreda Risk & Benefits - Plantin en Moretuslei 297, B-2140 Antwerp within 5 working days of taking cognisance of the incident.**

After receipt of the claim form the INSURED must send the following documents to AIG Europe S.A.- Pleinlaan 11 1050 Brussels or the following e-mail address [claims.be@aig.com](mailto:claims.be@aig.com):

**In any case:**

- The fully completed and signed claim form stating the place and circumstances of the claim.

##### **5.1 In the event of AGGRAVATED THEFT or THEFT THROUGH BREAK-IN of the SCHOOL BAG**

- original purchase invoice for the stolen or damaged SCHOOL BAG ;
- proof of the violence (witness statement, medical report);

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- original report from the police stating the circumstances of the AGGRAVATED THEFT or THEFT THROUGH BREAK-IN and the list of stolen goods and/or the stolen amount.
- 5.2 In the event of an ACCIDENT**  
The INSURED respectively the BENEFICIARIES are obliged to provide all information requested by the INSURER on the ACCIDENT, consequences of the ACCIDENT and to cooperate with any investigation into the ACCIDENT and consequences of the accident which is started by or for the INSURER, such on penalty of loss of rights from the policy.
- 5.3 In the event of Permanent disability**  
Any ACCIDENT that causes or could cause disability must be reported as soon as possible to the INSURER.
- The report must contain all necessary details concerning the nature and cause, and must state the name of the treating physician.
- A medical certificate must be enclosed with the report indicating the probable degree of disability and the possible duration.
- 5.4 In the event of AGGRAVATED THEFT or THEFT THROUGH BREAK-IN of a BICYCLE**
- original purchase invoice for the stolen or damaged BICYCLE;
  - proof of the violence (witness statement, medical report);
  - the original police report stating the circumstances of the AGGRAVATED THEFT or THEFT THROUGH BREAK-IN.

## **ARTICLE 6 - GENERAL PROVISIONS**

The provisions of the Belgian law apply.

- 6.1 Territoriality comprehensiveness of the cover**  
Worldwide.
- 6.2 Amendment to rates and the terms and conditions**  
If the INSURER increases its rates and/or the terms and conditions, the INSURER shall inform the POLICYHOLDER thereof at the latest 30 days before the next premium due date. The POLICYHOLDER shall be entitled to give notice of termination on the terms stipulated in Article 6.4. However, the minimum term for the policyholder to give notice of termination is brought to 60 days as from the notification of amendment to rates and/or the terms and conditions.
- 6.3 Commencement date and duration of the contract**  
The agreement and the cover take effect on the date of underwriting, which is listed on the signed and dated form, subject to payment of the premium and for a period of twelve (12) months. In the absence of an explicit agreement from the INSURED for immediate and early commencement of his contract, this shall commence at the end of the termination period of 14 calendar days given in article 6.5 here below.  
The contract will then be tacitly renewed each year on the anniversary of accession, each time for a period of twelve (12) months. The INSURED can also waive this renewal by informing the INSURER by registered letter, sent at least 30 days before the renewal date.
- 6.4 Termination**  
The POLICYHOLDER may cancel the Policy:
- At least 30 days before the annual premium is due or before the annual anniversary of the Policy (RENEWAL DATE) (article 38 of the APPLICABLE INSURANCE LAW),
  - If the INSURER cancelled (i) one or several coverages of the insurance policy (article 19 of the APPLICABLE INSURANCE LAW) or (ii) if the (same) INSURER cancelled another insurance policy after the occurrence of a loss with indemnification, within 1 month of the notice of cancellation (article 41 of the APPLICABLE INSURANCE LAW);
  - In case of a risk decrease, in the absence of an agreement on the premium reduction, within 1 month of the POLICYHOLDER's request for a premium reduction (article 33 of the APPLICABLE INSURANCE LAW);
  - In case of a premium increase, within 60 days of the date the notice of the premium increase was sent and at the latest within 60 days after the RENEWAL DATE if the premium increase was not notified in accordance with article 20 of the APPLICABLE INSURANCE LAW (article 42 of the APPLICABLE INSURANCE LAW);

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- In the event of transmission of the INSURED interest as a result of the POLICYHOLDER's death, the rights and obligations arising out of the policy shall be transferred to the new holder of this interest (exception for intuitu personae contracts). However, the new holder of the INSURED interest may cancel the policy within 3 months and 40 days of the death (articles 57 – 58 of the APPLICABLE INSURANCE LAW).

The INSURER may cancel the Policy:

- At least 60 days before the annual premium is due or before the annual anniversary of the Policy RENEWAL DATE) (article 38 of the APPLICABLE INSURANCE LAW);
- In case of a non intentional omission or inaccuracy in the declaration (of the risk) (article 13 of the APPLICABLE INSURANCE LAW) and in case of a risk increase (article 34 of the APPLICABLE INSURANCE LAW):
  - If the INSURER adduces evidence that it would under no circumstances have insured the increased risk, it may cancel the Policy within 1 month of the date on which it becomes aware of the omission / inaccuracy / increase;
  - If the offer to amend the Policy is refused by the POLICYHOLDER or if the offer is not accepted within 1 month of the date of receipt thereof, the INSURER may cancel the Policy within 15 days.
- In case of non payment of the premium, on expiry of a period of 10 days following the suspension of the Policy (the policy may be suspended upon expiry of a period of at least 30 days from the day following the sending of the notice of default) (articles 21 and 22 of the APPLICABLE INSURANCE LAW);
- After a claim/loss occurrence giving rise to payment of an indemnity, within 1 month after the first payment of the indemnity (article 41, § 1 of the APPLICABLE INSURANCE LAW);
- In case of a fraudulent breach by the POLICYHOLDER, the INSURED PERSON and/or beneficiary of their obligations in the event of a claim/loss occurrence, within 1 month of the discovery of the fraud (article 41, §3 of the APPLICABLE INSURANCE LAW);
- In the event of the POLICYHOLDER's bankruptcy, on expiry of a period of 3 months following the bankruptcy declaration (article 43 of the APPLICABLE INSURANCE LAW);
- In the event of transmission of the INSURED interest as a result of the POLICYHOLDER's death, within 3 months of the date the INSURER had knowledge of the death (articles 57-58 of the APPLICABLE INSURANCE LAW).

Notice of cancellation needs to be given by registered letter, bailiff service or delivery of a cancellation letter against receipt.

#### **By law**

By termination of the group insurance between Vanbreda Risk & Benefits and the INSURER. In that case the INSURED will be informed of this by Vanbreda Risk & Benefits no later than 2 (two) months before the termination takes effect and the accession ends at the end of the annual insurance period, on the first renewal date of the accession after the date when the insurance agreement was terminated.

### **6.5 Termination right**

The INSURED and the INSURER may both terminate the agreement without reasons or compensation by registered letter with a term of fourteen (14) calendar days. This term commences from the day on which the agreement is concluded or on the day on which the INSURED received the contract terms and conditions and pre-contractual information on paper if this last day precedes the day on which the contract was entered into.

The termination by the INSURED is immediately effective at the time of notification. The termination by the INSURER takes effect eight (8) days after notification.

If the contract is terminated by the INSURED or by the INSURER and the performance of the contract has already commenced before the termination at the INSURER's request, the INSURED is required to pay the premium pro rata for the period where cover was granted. It concerns the fee for the services already provided.

With the exception of the payment for services already provided, the INSURER refunds the INSURED all amounts, which it has received from the INSURED pursuant to this contract. It has a period of thirty (30) calendar days, which commence from:

- the day that the INSURER was informed of the termination, if the termination was made by the INSURED
- the day on which the notification was sent, if the termination was made by the INSURER.

### **6.6 Prescription**

Claims pursuant to this agreement prescribe after a period of three (3) years from the event pursuant to which the claim arose.

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## 6.7 Governing legislation and settlement of complaints and disputes

### Applicable law

The provisions of the present contract are governed by the APPLICABLE INSURANCE LAW and all its extensions, modifications and executory decisions.

### Complaints

The INSURER strives to treat the INSURED in a courteous, fair and prompt manner. If despite the efforts of the INSURER, the INSURED is not satisfied, it can address a complaint:

- By e-mail: [Belgium.complaints@aig.com](mailto:Belgium.complaints@aig.com)
- By phone: 02 739 9690
- By fax: 02 739 9393
- By ordinary mail: AIG Europe S.A., Complaints, Pleinlaan 11, 1050 Brussels

The INSURER requests the INSURED to mention the policy number and/or claims file number and, if available, the name of the contact person with the INSURER.

Filing a complaint does not prejudice the possibility of the INSURED to start legal proceedings.

### Jurisdiction

Any dispute between parties will be subject to the exclusive competence of the Luxembourg courts.

### Ombudsman for insurances

If we cannot offer you a satisfactory solution, you can also call upon:

The Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

As well as (for consumers):

- **Service National du Médiateur de la consommation**

Ancien Hôtel de la Monnaie  
6, rue du Palais de Justice  
L-1841 Luxembourg  
(+352) 46 13 11  
[info@mediateurconsommation.lu](mailto:info@mediateurconsommation.lu)  
[www.mediateurconsommation.lu](http://www.mediateurconsommation.lu)

or

- **Médiateur en Assurances**

Association des Compagnies d'Assurances et de Réassurances du Grand-Duché de Luxembourg (ACA),  
12, rue Erasme  
L – 1468 Luxembourg  
(+352) 44 21 44 1  
[mediateur@aca.lu](mailto:mediateur@aca.lu)  
<https://www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6>

Filing a complaint does not affect your right to introduce legal proceedings.

## 6.8 Personal Data

### **How we use Personal Information**

We are committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) to share their Personal Information with us.

**The types of Personal Information we may collect and why** - Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) or (where we require it and are legally permitted to collect it) information about criminal

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AIG Europe S.A., Belgium branch office is located Pleinlaan 11, 1050 Brussels, Belgium. RPM/RPR Brussels - VAT number: 0692.816.659.

AIG Europe S.A. Belgium branch is registered with the National Bank of Belgium (NBB) under the number 3084.

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convictions, as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Assessments and decisions about the provision and terms of insurance and the settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis
- (Internal) audit

**Sensitive Personal Information** – In connection with the provision of insurance and the assessment of a claim, we will collect, use and disclose certain Sensitive Personal Information concerning your health and medical conditions. Where we do this, we will do so with your explicit consent and as otherwise permitted by law.

**Sharing of Personal Information** - For the above purposes, Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

**International transfer** - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – You have a number of rights under data protection law in connection with our use of your Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to request that we correct inaccurate data, erase data, or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator in your country. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

**Privacy Policy** - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at <http://www.aig.be/privacy> or you may request a copy by writing to: Data Protection Officer, AIG Europe, Pleinlaan 11, 1050 Brussels or by email at: [dataprotectionofficer.be@aig.com](mailto:dataprotectionofficer.be@aig.com).

## 6.9 Subrogation

By payment of the indemnity the INSURER shall be subrogated, up to the amount of the indemnity, to the rights and legal claims of the INSURED or the BENEFICIARIES against third parties.

## 6.10 Sanction clause

**This policy will not cover any loss, injury, damage or legal liability sustained directly or indirectly by any individual or entity identified on any applicable government watch list as a supporter of terrorism, narcotics or human trafficking, piracy, proliferation of weapons of mass destruction, organized crime, malicious cyber activity, or human rights abuses.**

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**The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Luxembourg or the United States of America.**

3474 AIG General Terms and Conditions Youth Protection Plan LUX 20181201

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