

complementary health insurance

# Special Terms and Conditions

## OptiSoins *Start*



Everything you need to know

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d'Assurance / **nei erfannen**



# Table of Contents

<b>section</b>	<b>page</b>	<b>content</b>
<b>1 Special Terms and Conditions of Insurance OptiSoins Start</b>	<b>4</b>	
	4	Purpose of the insurance
	4	Insurability
	4	Benefits of the Company
	6	" Upgrade" formula for members under the age of 35
<b>2 OptiSoins Start Special Terms and Conditions of assistance abroad</b>	<b>8</b>	
	8	Definitions
	9	Purpose and geographic scope of Personal Assistance
	9	The Personal Assistance benefits
	13	Notification of hospitalisation abroad and request for assistance
<b>3 OptiSoins Start Special Terms and Conditions of the complementary services during and after hospitalisation</b>	<b>14</b>	
	14	Purpose and scope of assistance
	14	Conditions governing the granting of the assistance service
	14	Assistance Services in Luxembourg during hospitalisation
	16	Assistance Services in Luxembourg after hospitalisation

## **OptiSoins Start / Special Terms and Conditions**

The **OptiSoins Start Special Terms and Conditions** apply exclusively in conjunction with the **OptiSoins Health Terms and Conditions of Insurance**.

The **OptiSoins Start Special Terms and Conditions** apply only to **Insured** that have taken out the **OptiSoins** annual healthcare insurance contract, and are divided into 3 categories:

- the **OptiSoins Start Special Terms and Conditions** of Insurance
- The **OptiSoins Start Special Terms and Conditions** of assistance **abroad**
- the **OptiSoins Start Special Terms and Conditions** of the complementary services during and after hospitalisation.

# 1 OptiSoins Start Special Terms and Conditions

## 1.1 Purpose of the insurance

1.1.1 In the event of a **claim**, the **Company** guarantees the payment of benefits within the limits and in the manner described in these **Special Terms and Conditions**, in conjunction with the **OptiSoins Terms and Conditions of Insurance**.

1.1.2 A **claim** shall be considered as a medically necessary in-patient treatment of the **Insured** in a **hospital facility** as a result of **disease, childbirth or accidental bodily injury** as long as an overnight stay can be and is effectively charged. The **claim** begins 30 days before admission to the **hospital facility (pre-hospitalisation period)** and ends 90 days after discharge from the **hospital facility (post-hospitalisation period)** but at the beginning of a new **claim** at the latest. Should treatment be extended to a **disease** or consequences of an **accident** that are not directly related to the current treatment, this shall be considered as a new **claim**.

## 1.2 Insurability

Insurance cover is granted to persons who, at the same time:

1.2.1 at the time they take out the cover, have an entry age allowing the calculation of the premium according to an age bracket that is provided for and in force;

1.2.2 are domiciled in the Grand Duchy of Luxembourg while residing there at least nine months per year, unless otherwise agreed to under the **Specific Terms and Conditions**;

1.2.3 are insured under **statutory health insurance** in Luxembourg (hereinafter referred to as "**statutory health insurance**");

1.2.4 are accepted on the basis of medical criteria and insurance techniques.

## 1.3 Benefits of the Company

1.3.1 In the event of a **claim**, the **Company** shall refund medical expenses or benefits that:

- have a curative and/or diagnostic nature;
- are medically necessary;
- are performed by licensed healthcare providers or who are eligible for comparable status;
- are sufficiently proven in therapeutic terms;
- are incurred during the lifetime of the **claim**.

The insurance covers the cost of the following services:

### 1.3.2 Medical treatment in a **hospital facility**

1.3.2.1 In the event of a **claim** 100% are refunded to top up the contribution of **statutory health insurance** covering:

- the costs of medical procedures;
- accommodation and board in a single room (first class);
- the costs of additional services relating to diagnosis or treatment that are billed separately by the hospital (e.g., laboratory tests or X-rays, medications, use of operating room);
- transport costs by road ambulance to the hospital and back up to 400 km in total. The limit of 400 km is not applied to transport within Europe;
- the accommodation and board of one of the parents in the room of a hospitalised child provided that the child has not yet reached the age of 13 at the time of admission to hospital;
- in the context of **childbirth**, the accommodation and board of the newborn's father in the room of the hospitalised mother;
- fixed telephone and television hire charges, with the exception of communication costs.

In the event of medical treatment at a **hospital facility abroad**, the 100% refund rate also applies even if the contribution of the **statutory health insurance** to the refund of the medical expenses is different to that for similar treatment in the country of residence. In the event of absence of contribution by **statutory health insurance**, the refund is subject to the prior approval of the **Company** in the manner described in section 1.10 of the **Terms and Conditions of Insurance**.

### 1.3.3 Out-patient medical care during the pre-hospitalisation and post-hospitalisation periods

1.3.3.1 The following are fully refunded, in the event of a **claim**, to top up the contribution of **statutory health insurance**, as long as they are directly related with the cause of the treatment in a **hospital facility** and incurred during the **pre-** and/or **post-hospitalisation period**:

- the costs of medical procedures performed during a visit or consultation;
- the costs of medication (traditional or homeopathic) and dressings;
- the costs of procedures performed by nurses, physiotherapists, speech therapists, podiatrists, orthopaedists-surgical truss makers, midwives;
- the costs of laboratory analyses and tests, and medical imaging costs;
- the costs of remedial gymnastics, physical rehabilitation, massage, hydrotherapy,

body wraps, heat treatments, physiotherapy and electrotherapy.

In the event of absence of contribution by **statutory health insurance** for one of the 5 points above, the rate of refund is limited to 20% of the refundable costs. In some cases of a series of procedures and in case of absence of contribution by **statutory health insurance**, the refund is subject to prior approval by the **Company** in the manner described in section 1.10 of the **Terms and Conditions of Insurance**;

- the costs of a medically necessary hospitalisation in a facility that also offers spa and sanatorium treatments or that serves as a convalescent home, as long as the related costs and expenses related to spa treatments covered by this contract have received the prior approval of the **Company** in the manner described in section 1.10 of the **Terms and Conditions of Insurance** and within the following limits:

- the maximum number of days authorised is 18 per year per **Insured**;

- the medical treatment is refunded in full in the event of contribution by **statutory health insurance** and at a rate of 20% in the absence of contribution by **statutory health insurance**,

- the accommodation and transportation expenses are limited to € 175 per **claim**, per year and per **Insured**;

- the costs of therapeutic equipment as listed in Section 1.7.10 of the **Terms and Conditions of Insurance** within the following limits:

- 100% refund in the event of contribution by **statutory health insurance**;

- 20% refund in the absence of contribution by **statutory health insurance**;

- wheelchair: refund of up to € 2,000 per **Insured**, every 3 years maximum for an **Insured** under 18 at the time of the **claim**, and every 4 years maximum for the other **Insured**;

- orthopaedic shoes and insoles: maximum of € 500 per year per **Insured**.

1.3.3.2 In the event of treatment **abroad**, refunds amount to 100% if Luxembourg **statutory health insurance** contributes to the expenses and it has paid benefits equivalent to those applied in case of treatment in Luxembourg, and only 20% in other cases, subject to section 1.10 of the **Terms and Conditions of Insurance** and on the understanding that the limits expressed in euro above still apply in all cases.

## 1.4 "Upgrade" formula for members under the age of 35

1.4.1 If, within a family (a family is considered as a community of persons domiciled and residing at the same address), the parents are insured under the **Start** formula and their children under the **Active** formula, it is possible for the **Insured** parents to switch from the **Start** formula to the **Active** formula without medical formalities or waiting periods at any

time, subject to the following conditions:

- 1.4.1.1 one of the **policy holders** or one of the **Insured** included in the contract may not be over 35 years old at the time of the request to activate the "upgrade" formula;
- 1.4.1.2 all **Insured** parents are required to switch together to the **Active** formula;
- 1.4.1.3 if they have not expired, the waiting periods specified under section 1.6 of the **Terms and Conditions of Insurance** shall continue to apply for their remaining duration;
- 1.4.1.4 the **Insured** may only apply for the "upgrade" formula once, over the entire duration of the contract.

## 2 OptiSoins Start Special Terms and Conditions of assistance abroad

### 2.1 Definitions

Under these **Special Terms and Conditions**, the following definitions apply:

#### 2.1.1 Competent medical authority

A medical practitioner recognised by the legislation of the country of residence or the legislation in force in the country concerned.

#### 2.1.2 Domicile

The legal or elected **domicile** in the Grand Duchy of Luxembourg, mentioned in the **Specific Terms and Conditions**.

#### 2.1.3 Abroad

Any territory beyond the Luxembourg border.

#### 2.1.4 Medical evacuation

Transport to a hospital in Luxembourg or **abroad** of a sick or injured **Insured** accompanied by medical personnel (physician and/or nurse). **Medical evacuation** is only used in cases of medical emergency where there is no possibility of appropriate treatment on site.

#### 2.1.5 Hotel costs

These costs cover bed and breakfast accommodation.

#### 2.1.6 Medical incident

The **disease** or **accidental bodily injury** suffered by the **Insured**.

#### 2.1.7 Service provider

**Inter Partner Assistance s.a.**, RPM 0415.591.055, an insurance company authorised in Belgium under code no. 0487 for the provision of travel insurance (Royal Decrees of 01.07.1979 and 13.07.1979 – Belgian Gazette of 14.07.1979 with its registered office at B-1050 Brussels, av. Louise 166 bte 1.)

**Tel. (+352) 44 24 24 4624**

which undertakes to perform all insured assistance services on behalf of the **Company**.

Any request for services under this contract must therefore be addressed to **INTER PARTNER ASSISTANCE**.



### 2.1.8 Data

The personal data about the **Insured** that are communicated to the insurer under the contract are processed for the purpose of insurance management, customer management, anti-fraud measures and litigation management by **AXA Assurances Luxembourg** and Inter Partner Assistance SA, Avenue Louise 16/1, 1050 Brussels and may be transferred by the latter to the service providers and subcontractors that it uses and that may be located outside the European Union, including, among others, AXA Business Services, for data collected by it in the course of assistance services.

### 1.1.9 Repatriation

The return of the **Insured** to their legal **domicile** in the Grand Duchy of Luxembourg.

### 2.1.10 Temporary stay

A stay limited to a period of 60 consecutive calendar days.

## 2.2 Purpose and geographical scope of Personal Assistance

### 2.2.1 Purpose

The **Service Provider** shall guarantee, up to the amounts specified, including taxes, an assistance service in the event of a **medical incident** which occurs during a **temporary stay abroad** and that leads to hospitalisation.

The personal assistance cover therefore does not apply to travel undertaken for the purpose of receiving treatment.

### 2.2.2 Geographical scope

The assistance services apply **abroad**.

## 2.3 The personal assistance benefits

### 2.3.1 Rescue costs

Following a **medical incident**, the **Service Provider** shall refund the search and rescue costs incurred to safeguard the life or physical integrity of an **Insured** up to the equivalent of € 10,000 per **claim**, provided that the rescue is prompted by a decision taken by the competent local authorities or the official emergency services. The event must be notified to the **Service Provider** as soon as it occurs and a statement from the local authorities or emergency services must be sent to it.

### 2.3.2 Medical Assistance

In the event of a **medical incident** suffered by an **Insured**, as soon as they are notified of it, the medical team of the **Service Provider** shall get in touch with the local treating physician in order to arrange its assistance in the conditions best suited to the state of health of the **Insured**. At the request of the **Insured**, the **Service Provider** will organise the communication between the treating physician **abroad** and the family doctor.

In every case, the organisation of first aid is the responsibility of the local authorities.

#### 2.3.3 Dispatch of a doctor on site

Following a **medical incident**, and if the medical team of the **Service Provider** considers it necessary, the **Service Provider** shall appoint a doctor or medical team to visit the **Insured**, to better assess the measures to be taken and to organise them.

#### 2.3.4 Repatriation or transportation following a medical incident

If the **Insured** is hospitalised following a **medical incident** and the medical team of the **Service Provider** deems it necessary to transport them to a better equipped or more specialised medical facility or one that is closer to their **domicile** in Luxembourg, the **Service Provider** shall arrange and cover the cost of the repatriation or medical transport of the sick or injured **Insured**, under medical supervision if necessary. Depending on the severity of the case, transport will be arranged by:

- rail (1st class);
- light medical vehicle;
- ambulance;
- regular flight, economy class, with special arrangements if necessary;
- air ambulance.

If the event occurs outside of Europe and the countries bordering the Mediterranean, transport shall only be by regular flight.

The decision relating to transport and the resources to be implemented is taken by the physician of the **Service Provider** based only on technical and medical considerations. The physician of the **Service Provider** must have given their agreement before transport. The **Service Provider** may request the **Insured** to use their initial travel ticket if still valid. If this request is not made, and where the **Service Provider** has covered the cost of the return journey, the **Insured** must hand over their unused ticket on their return.

#### 2.3.5 Refund of medical expenses after a medical incident abroad

If necessary, the **Service Provider**, on behalf of the **Company**, shall advance costs arising from hospitalisation **abroad** following a **medical incident**, after exhausting the benefits offered by all third party payers. The guaranteed benefits and exclusions are listed in the **Special Terms and Conditions** and the **Terms and Conditions of Insurance** specific to your **OptiSoins** contract.

### 2.3.6 Conditions governing the payment of medical expenses under the Assistance formula

2.3.6.1 The hospitalisation **abroad** must be urgent and unforeseeable.

2.3.6.2 These payments and/or refunds serve to top up the refunds and/or payments obtained by the **Insured** or their dependants from **statutory health insurance** and within the limits of the **Special Terms and Conditions** and the **Terms and Conditions of Insurance** specific to the **OptiSoins** contract.

2.3.6.3 Treatment costs in a **hospital facility** are advanced in line with the legal scale in force. The treatment costs in a **hospital facility** based on the private scale are only advanced if required by the circumstances or medical condition of the patient and are subject to the prior agreement of the medical department of the **Service Provider**.

### 2.3.7 Terms and conditions of payment of medical expenses

In the event of hospitalisation **abroad**, the **Service Provider** may advance medical expenses.

In this case, the **Insured** undertakes within two months of receipt of bills, to take the necessary steps to recover these costs from **statutory health insurance** or any other insurance institution with which it is affiliated and to refund the **Service Provider** for the amount of money received.

If the **Insured** has paid their own costs, these shall be refunded by the **Company** to the **Insured** upon their return to Luxembourg, after recourse to the bodies referred to in the preceding paragraph, upon presentation of all original supporting documents.

### 2.3.8 Sending of medication, prosthetics and glasses

When, after a **medical incident**, the **Insured** is short of essential medication, prostheses, or spectacles, similar or equivalent versions of which are not available on site, but in Luxembourg, the **Service Provider** shall organise and cover the cost of their search, shipment and provision on prescription from a competent medical authority and after receiving the agreement of its medical department. Their purchase cost, plus any customs duties, are payable by the **Insured**, except for expenses that are covered under the **OptiSoins** contract.

### 2.3.9 Repatriation expenses of other Insured in case of medical evacuation or death of an Insured abroad

In the event of the **medical evacuation** or death of an **Insured abroad**, the **Service Provider** shall arrange and cover the cost of the early return of the other **Insured** to their **domicile** in Luxembourg. This return will be by 1st class train (distance from **domicile** less than 1,000 km) or by regular economy flight (distance from **domicile** over 1,000 km).

The cover shall extend not only to the accompanying **Insured** but also to accompanying

persons covered by another **OptiSoins** contract. This cover applies provided that the other **Insured** cannot use the same means of transport as on the outward trip, or that originally planned for the return trip, and cannot make their way back to Luxembourg on their own or with the help of a replacement driver. The **Service Provider** may request the **Insured** to use their initial ticket if it is still valid. If this request is not made, and when the **Service Provider** has paid for the return journey, the **Insured** must submit their unused travel document upon their return to the **Service Provider**, which shall become its owner.

#### 2.3.10 Visit to an Insured hospitalised abroad

When the **Insured** is hospitalised **abroad** as a result of a **medical incident** and the doctors authorised by the **Service Provider** advise against transport before 5 days, the **Service Provider** will arrange and cover:

- either (return) travel by a family member or a close relative living in Luxembourg to go to the bedside of the sick or injured **Insured**. The local hotel costs of this person shall be borne by the **Service Provider** up to a maximum of € 65 per day, for up to 10 days, and upon presentation of the original receipts;
- or the costs of extending the stay of a person accompanying the **Insured**, up to the same amount and under the same conditions.

#### 2.3.11 Repatriation of the remains during a trip

In the event of the death of an **Insured abroad** and if the family decides on burial or cremation in Luxembourg, the **Service Provider** will arrange for repatriation of the mortal remains and cover:

- the cost of funerary treatment;
- the cost of placing in a coffin on-site;
- the cost of the coffin up to a maximum of € 620;
- the cost of transporting the mortal remains from the place of death to the place of burial or cremation in Luxembourg.

The costs of the ceremony and burial or cremation in Luxembourg are not covered by the **Service Provider**.

In the event that the family decides on burial or cremation locally **abroad**, the **Service Provider** will arrange and cover the cost of the same benefits as those mentioned above.

In addition, it will arrange and cover the cost of (return) travel by a family member or relative residing in Luxembourg to get to the place of burial or cremation. This journey is made by 1st class train (distance from **domicile** less than 1,000 km) or by regular economy flight (distance from **domicile** over 1,000 km).

In case of cremation on site **abroad** with a ceremony in Luxembourg, the **Service Provider** shall bear the cost of repatriation of the urn to Luxembourg. In all cases, the contribution of the **Service Provider** is limited to the expenses that would have been incurred by the

return of the mortal remains to Luxembourg. The choice of companies involved in the repatriation process is the exclusive responsibility of the **Service Provider**. The initial ticket not used by the **Insured** may be requested by the **Service Provider**, which becomes its owner.

## **2.4 Notification of hospitalisation abroad and request for assistance**

**2.4.1** In the event of hospitalisation **abroad**, notification must be made within 24 hours using the phone numbers given below.

**2.4.1.1** For hospitalisation in the United States or Canada:

**(+1) (305) 530 8600**

**2.4.1.2** For hospitalisation in another country:

**(+352) 44 24 24 4848**

**2.4.2** For assistance (repatriation, transportation to a hospital, search or rescue, etc.), the request must be made to the telephone number of the **Service Provider**:

**(+ 352) 44 24 24 4624**

## **3 OptiSoins Start Special Terms and Conditions of the**

## complementary services during and after hospitalisation

### 3.1 Purpose and scope of assistance

The **Service Provider** covers, up to the amounts specified, including taxes, an assistance service in the event of hospitalisation in Luxembourg insured under this contract. At the request of the **Insured**, the benefits may be extended beyond the guaranteed limits. The costs related to the extensions will be borne by the **Insured**. The assistance service is granted in Luxembourg. It takes place at the legal **domicile** or the **domicile** elected by the **Insured** and mentioned under the **Specific Terms and Conditions**.

The **Company** covers the services described in this section as long as they are available on the Luxembourg market and as long as it finds a service provider that meets the quality standards that appear to be necessary.

### 3.2 Conditions for granting assistance

3.2.1 Hospitalisation leading to the granting of complementary services must be declared by phone to the **Service Provider** by the **Insured** or one of their close friends or relatives in case of emergency hospitalisation. Following this declaration, the **Service Provider** shall liaise with the **Insured** and arrange the agreed services. The request for access to the services must be made no later than 30 days after the end of hospitalisation. The services must be carried out before expiry of the post-hospitalisation period, i.e. within 90 days of discharge from hospital.

### 3.3 Assistance Services in Luxembourg during hospitalisation

#### 3.3.1 Person of confidence

During hospitalisation, the **Service Provider** will arrange and cover the cost of the services offered below, up to five total benefits per hospitalisation, for a maximum of 4 hours each, to be chosen between:

##### 3.3.1.1 Domestic help

If an **Insured** needs to be hospitalised in Luxembourg and no other person can help with the upkeep of their **domicile**, the **Service Provider** will arrange and cover the cost of domestic help with a maximum of 4 hours per benefit. The upkeep of the **domicile** is limited to the main living areas.

##### 3.3.1.2 Childcare

If an **Insured** who is a parent to a child under 16 needs to be hospitalised in Luxembourg

and no other person can help with child care, the **Service Provider** will arrange and cover the cost of childcare up to a maximum of 4 hours per benefit.

#### 3.3.1.3 Tutoring

If, after a **medical incident** involving a covered hospitalisation, an **insured child** aged 6 to 16 years is immobilised for a period exceeding 15 consecutive days, the **Service Provider** will arrange and cover the cost, within 24 hours of the request (or within 48 hours after the end of the contagious nature of the child's **disease**), of the services of a qualified and experienced teacher who will supervise the child at the hospital. The cover is granted in Luxembourg during the school year, as determined by the Ministry of Education, from Monday to Sunday from 9:00 to 19:00 (time to be determined by mutual agreement between the **Insured** and the **Service Provider**). The **Service Provider** does not provide the services during school holidays. The organisation of this service is subject to the prior approval of the **hospital facility** and the doctor. The services provided under this cover do not imply any obligation of result by the **Company**. The **insured child** must have a school curriculum that is in order and up-to-date, for each given subject. The tutoring service only covers mathematics, science, German, French and English.

The tutoring services conducted during the hospitalisation and/or after the hospitalisation of the **insured child** (see section 3.4.1.4) may not exceed a maximum of five benefits per **claim** up to a maximum of 4 hours each.

#### 3.3.1.4 Pet care

Following hospitalisation covered by our insurance, the **Service Provider** will arrange and cover the cost of the care or daily walk of pets (dogs and cats) up to a maximum of 4 hours per benefit.

### 3.3.2 Transport

#### 3.3.2.1 Transport to hospital

If, in the course of hospitalisation, the **Insured** must go to a **hospital facility** by their own means, the **Service Provider**, at the request of the **Insured**, will arrange and cover the cost of their transport to the nearest hospital, under medical supervision if necessary. And if, at the end of hospitalisation, the **Insured** cannot travel by their own means, the **Service Provider** will arrange and cover the cost of their return to their **domicile**.

#### 3.3.2.2 Visits to hospitalised Insured

Following a covered hospitalisation, the **Service Provider** will arrange and cover the cost of return transport to the **hospital facility** for the parents, legal or de facto spouse or children to go to the **Insured's** bedside.

3.3.2.3 For all transport services described in the two sections above, the contribution of the **Service Provider** is limited to three return trips per hospitalisation period and € 250 maximum per insurance year.

### 3.4 Assistance services in Luxembourg after hospitalisation

#### 3.4.1 Person of confidence

After hospitalisation, the **Service Provider** will arrange and cover the cost of the services offered below up to a total of five benefits per hospitalisation for a maximum of 4 hours each, to be chosen between:

##### 3.4.1.1 Domestic help

If, following a covered hospitalisation, the **Insured** is unable to ensure the upkeep of their **domicile**, the **Service Provider** will arrange and cover the cost of domestic help up to a maximum of 4 hours per benefit. The upkeep of the **domicile** is limited to the main living areas.

##### 3.4.1.2 Delivery of essential supplies

If, following a covered hospitalisation, the **Insured** is housebound and no other person can provide assistance, the **Service Provider** will organise the delivery of medication prescribed by medical prescription and/or essential grocery supplies. Costs related to the purchase itself shall be borne by the **Insured**.

##### 3.4.1.3 Childcare

If an **Insured** who is a parent to a child under the age of 16 needs to be hospitalised in Luxembourg and no other person can assist with childcare, the **Service Provider** will arrange and cover the cost of childcare for up to 4 hours per benefit.

##### 3.4.1.4 Tutoring

The tutoring cover, as set out in section 3.3.1.3 and subject to compliance with the limits, terms and conditions stipulated therein, may also be carried out at the **domicile** of the **insured** child after hospitalisation.

##### 3.4.1.5 Pet care

Following a covered hospitalisation, the **Service Provider** will arrange and cover the cost of the care or daily walk of pets (dogs and cats) up to a maximum of 4 hours per benefit.

##### 3.4.1.6 Post-natal care

After hospitalisation, the **Service Provider** will arrange and cover the cost of the presence of a midwife to provide post-natal care up to a maximum of 4 hours per benefit.

#### 3.4.2 Transport



3.4.2.1 **Carriage of children**

If, following a covered hospitalisation, the **Insured** is unable to drive their children, the **Service Provider** will arrange and cover the cost of the transport of children under 16 years of age to and from school.

3.4.2.2 **Transport of the Insured**

If, following their hospitalisation, the **Insured** cannot move under their own power, the **Service Provider** will arrange and cover the cost of their transport to and from a **hospital facility** for check-ups.

3.4.2.3 For all transport services described in the two sections above, the contribution of the **Service Provider** is limited to three return trips per hospitalisation period and €250 maximum per insurance year.

**“In case of litigation, the French version shall prevail against the English”**

**For further details, please contact your AXA adviser**

We understand that signing an insurance contract raises many legitimate questions.

**"Have I chosen the right company, have I been recommended the right product, will I get compensation in the event of a claim ... in short, can I trust them?" ...**

We believe that trust has to be earned every day.

Which is why, at AXA we are committed to these three mindsets at all times:

**Be available, be attentive, be reliable.**

providence

savings

supplementary pension

investments

multi-risk home insurance

travel and leisure

**health**

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