

A photograph of two business travellers sitting in an airport lounge. A man in a dark suit is looking to the left, and a woman in a dark suit is smiling and talking on a mobile phone. A blue suitcase and a coffee cup are visible in the foreground. The background shows the interior of an airport terminal with large windows and structural elements.

EXPAT & CO

smart insurances

Business Travellers Insurance

This list of benefits and options is part of the policy.

Benefits Guide

BUSINESS TRAVELLERS INSURANCE

Benefits Guide

This list of benefits and options is part of the policy

Module 1 - Medical Treatment Costs

Overall annual limit
 Hospitalisation due to Accident or Illness
 Dental surgery following an Accident
 Ambulatory treatment costs due to Accident or Illness (incl. medicines only available on prescription)
 Prescribed treatment physiotherapist, chiropractor, osteopathy more is possible after prior written approval from the Underwriter)
 Psychological help after trauma
 Urgent dental care
 Ambulance transport
 Helicopter transport
 Follow-up treatment in the Home country after repatriation
 (*) No Private room

Deductible per trip for outpatient treatments

Module 2 - Assistance to Persons

Linguistic assistance in case of a covered claim
 Repatriation/evacuation due to Illness/Accident
 Repatriation/evacuation in case of natural disaster, political instability, terrorist attack, aggression
 Repatriation in case of major damage at the home residence
 Transport of the mortal remains to the place chosen by the deceased's family
 Statutory arrangements and coffin
 Funeral costs
 Compassionate visit of 1 Close Relative in case the Insured Person is hospitalised in a critical medical condition, outside the Home Country (**)
 Accompaniment of the repatriated person (**)
 Sending a substitute (**)
 Return trip to the place of incident after repatriation/ evacuation (**)

Maximum cover per person per annum/trip

	BUSINESS	FIRST
Overall annual limit	€ 500.000	€ 1.000.000
Hospitalisation due to Accident or Illness	100% (*)	100%
Dental surgery following an Accident	100%	100%
Ambulatory treatment costs due to Accident or Illness (incl. medicines only available on prescription)	100%	100%
Prescribed treatment physiotherapist, chiropractor, osteopathy more is possible after prior written approval from the Underwriter)	6 sessions, max. € 1.000	12 sessions
Psychological help after trauma	€ 2.500	€ 5.000
Urgent dental care	€ 250 / trip	€ 250 / claim
Ambulance transport	100%	100%
Helicopter transport	Not covered	100%
Follow-up treatment in the Home country after repatriation	max. 4 weeks / € 10.000 (*)	max. 4 weeks / € 10.000
(*) No Private room		
Deductible per trip for outpatient treatments	€ 50	€ 0
	BUSINESS	FIRST
Linguistic assistance in case of a covered claim	100%	100%
Repatriation/evacuation due to Illness/Accident	100%	100%
Repatriation/evacuation in case of natural disaster, political instability, terrorist attack, aggression	100%	100%
Repatriation in case of major damage at the home residence	Not covered	100%
Transport of the mortal remains to the place chosen by the deceased's family	100%	100%
Statutory arrangements and coffin	Coffin max. € 1.250	Coffin max. € 1.500
Funeral costs	Not covered	€ 5.000
Compassionate visit of 1 Close Relative in case the Insured Person is hospitalised in a critical medical condition, outside the Home Country (**)	Round trip	Round trip
Accompaniment of the repatriated person (**)	100%	100%
Sending a substitute (**)	Not covered	YES
Return trip to the place of incident after repatriation/ evacuation (**)	Ticket	Ticket

Early return in case of death of a family member (**)	Round trip	Round trip
Early return in case of hospitalisation of family member (> 2 days in severe condition) (**)	Round trip	Round trip
Early return in case of totally unexpected premature birth (**)	Round trip	Round trip
Early return of the manager in case of a severe event at the office (**)	Not covered	Round trip
Expenses for extended stay due to Illness/Accident, natural disaster, political instability, terrorist threat, aggression (**)	max. € 2.000	max. € 2.000
Forwarding essential medications /medical appliances	100%	100%
Forwarding urgent messages	100%	100%
Advance of money for urgent expenses	Not covered	€ 5.000
Search & rescue	€ 5.000	€ 5.000
Assistance in case of loss or theft of travel and ID-documents, bank cards or credit cards	Covered	Covered
Repatriation of Baggage	max. € 200	max. € 200
Legal assistance	€ 2.500	€ 10.000
- advance of security deposit	€ 25.000	€ 50.000
(**) accommodation expenses travel expenses (incl. local transportation)	€ 100 p.p./day max. € 7.500 economy class	€ 150 p.p./day max. € 7.500

Coverage & Benefits of the 4 Options

You can add any of the following Options to Your Core Plan to suit Your personal and professional needs.

OPTION 1 - Travel Discomfort

Cancellation, curtailment, diverting to alternative Destination		
Travel delay, flight cancelation, denied boarding, missed connection (accommodation cost (*)		
Compensation overbooked flight/train/hotel		
Help in finding hotel, in case of overbooked or cancelled flight, or denied boarding		

BUSINESS	FIRST
max. € 2.500	max. € 5.000
max. € 100/night	max. € 150/night
max 3 nights	max. 4 nights
Not covered	€ 50
Covered	Covered

OPTION 2 - Baggage (always in 2nd rank after the transport company)

Personal belongings - Theft or damage, Loss after corporal damage (***)		
Professional material (samples, machines) - Theft or damage, Loss after corporal damage (***)		
Loss of keys		
Purchase of essential clothing and toilet articles in case of a Baggage delay of 8h or 1 night		
Assistance in case of theft / loss of travel and ID-documents		
(***) Deductible per claim		

BUSINESS	FIRST
€ 1.500	€ 2.500
€ 5.000	€ 10.000
included	included
€ 300	€ 500
Covered	Covered
€ 125	€ 125

OPTION 3 - Accidents (****)

Permanent disability due to Accident

Temporary disability due to Accident (2nd day – 365th day)

Death by Accident

(****) Including winter sport and underwater sports

Tailored cover

BUSINESS

€ 100.000

-

€ 100.000

Not covered

On demand

FIRST

€ 300.000

€ 100/day

€ 200.000

Covered

On demand

OPTION 4 – Non-contractual private liability (not available for US-based companies)

Overall annual limit

Physical damage:

Material damage:

Damage to Borrowed goods

Compensation for persons who help You

BUSINESS

€ 2.000.000

€ 2.000.000

€ 500.000

€ 2.500

€ 50.000

FIRST

€ 2.000.000

€ 2.000.000

€ 500.000

€ 2.500

€ 50.000

For the US and Canada: Physical and material damage combined

(in all and including lawyers' fees of counterparty. Punitive or exemplary damages excluded)

Deductible per claim

€ 500.000

€ 125

€ 500.000

€ 125

The listed benefits and maximum amounts are per person, per annum, unless stated otherwise.

The light blue texts are for collective underwriting only. Collective underwriting is where an employer takes out an insurance on behalf of his or her employees, irrespective of the number of employees.

GLOSSARY & POLICY CONDITIONS

GLOSSARY

This glossary is a guide to *Your* understanding of the used terminology. All words that appear in *italics* in the general conditions are explained here.

1. INSURANCE

The Policy wording (including this Glossary and the Benefits Guide), and the *Policy Schedule* represent together the *Insurance* with the *Underwriter* and set out the Terms of Insurance.

The application form and medical questionnaire are part of this *Insurance* as well. These documents should be read together to avoid any misunderstanding. On the other hand, promotional brochures do not form part of the *Insurance*.

2. POLICY SCHEDULE AND PERSONAL CERTIFICATE

In the *Policy Schedule*, *You* will find the specific details of the agreed *Insurance*, concerning the *Customer*, *Insurance* period, premium, *Deductible*, *Inception Date*, etc...

A new *Policy Schedule* will be provided after each modification of the *Insurance*.

In the *Personal Certificate*, *You* will find the specific details of the agreed *Insurance*, concerning the *Insured Persons*, *Insurance* period, *Inception Date*, etc...

A new *Personal Certificate* will be provided after each modification of the *Insurance*.

A policy can have several *Personal Certificates* (1 per *Insured Person*).

3. MODULES AND OPTIONS

Unless otherwise mentioned, every *Insurance* has several *Modules*. Every *Module* handles a different branch of Insurance. The *Modules* are obligatory to be taken out.

Besides that *You* have 5 *Options*. *Options* can only be taken out as a supplement of the compulsory basic cover. The choice of cover(s) will be mentioned in the *Policy Schedule*.

4. INSURER/UNDERWRITER/WE/US/OUR

Unless otherwise mentioned in the *Policy Schedule*, this policy is underwritten by following "*Insurer*": Inter Partner Assistance S.A (BE) – BE0 415 591 055, Boulevard du Régent 7, 1000 Brussels, BELGIUM, licensed for Accident & Health, Assistance, Baggage, General liability, Legal assistance. Inter Partner Assistance is member of the AXA Partners Group.

The policy and claims are administrated by: The "*Administrator*" Expat & Co B.V.B.A. Assesteenweg 65, 1740 Ternat, BELGIUM. Licensed for all branches except life. Belgian License number BE0 457 352 624, and authorized to work in all countries of the *European Economic Area (EEA)*.

Insurer and *Administrator* together are further called "*Underwriter*", whereby the *Administrator* functions as first contact.

5. ALARM CENTRE

The assistance benefits insured by the *Insurer*. The organisation and the execution of these services can be entrusted to a Third Party assistance company, further called the "*Alarm Centre*".

6. NETWORK MANAGER (US only)

The *Network Manager* will negotiate with the service provider's networks and individual service providers to contain costs in favour of the *Insured Person* and the *Underwriter*.

You can find the name and contact details of the *Network Manager* on *Your* personal *Insurance* card.

7. CUSTOMER

The physical or legal person identified as the *Customer* in the *Policy Schedule*, who enters into the *Insurance*, and who pays the premium.

The *Customer* can never be a US-based organisation or company.

8. INSURED PERSON/YOU/YOUR

The person nominated in the policy as *Insured Person*, up to the age of 80 years at the time of travel, man or woman (including the eventual foetus that she carries). The *Insured Persons* can be the persons employed by the *Customer*, the board members or guests of the *Customer*.

9. BENEFICIARY

The person, identified as the *Beneficiary* in the *Personal Certificate*, to whom a benefit is payable on the strength of this *Insurance*.

10. BENEFICIARY IN CASE OF DEATH

The person (or group of persons) listed in the *Personal Certificate* to whom the insured benefit is payable in case of death of the *Insured Person* within the *Insurance* period. Benefit payments have to be acknowledged by the *Insurer*.

11. CLOSE RELATIVES

Spouse / partner, children / parents (-in-law), brothers / sisters (-in-law), grandparents / grandchildren (-in-law), other persons with whom the *Insured Person* lives at the same address on a permanent basis.

12. THIRD PARTY

Any other person who is not the *Insured*, one of his/her family members, or employer.

13. INCEPTION DATE/EFFECTIVE DAY

The date shown in the *Policy Schedule* or *Personal Certificate* on which the *Insurance* starts or was changed.

14. INSURANCE YEAR

- The period between the *Effective Day* of the *Insurance* and the first anniversary of this *Effective Day*.
- The period between two anniversaries of the *Effective Day*,
- The period between the last anniversary of the *Effective Day* and the end of the *Insurance*.

15. RENEWAL DATE/DUE DATE

The date the policy is tacitly renewable and the annual premium is due, which in most cases coincides with the anniversary date of the *Inception Date*.

16. DEDUCTIBLE

The real out-of-pocket-expense, noted in the *Personal Certificate* or *Benefits Guide*, which will be deducted from the reimbursement to the *Insured Person*. For medical expenses this *Deductible* will be applied annually. For other guarantees, this *Deductible* will be applied per claim.

17. CO-PAY

The percentage of the expense, noted in the *Personal Certificate* or *Benefits Guide*, which will be deducted from the reimbursement to the *Insured Person*. This *Co-Pay* will be applied per claim.

18. ACCIDENT

Any sudden, unexpected force from external origin, affecting or influencing the body of the *Insured Person*, and directly causing a medically diagnosable physical injury to the *Insured Person*. An *Accident* also includes the following events:

- acute poisoning caused by the sudden and involuntary inhale of gases, vapours, liquid or solid substances, other than medicines, or allergens;
- the involuntary and sudden intake of substances or objects in the digestive system, respiratory system, the eyes or the ears, causing internal injury;

- *Illness* or allergic reaction directly caused by an involuntary fall into the water or into any other substance, or as a result of jumping in, in an attempt to save humans, animals or goods;
- spraining, dislocation and rupture of muscle and tendon tissues provided these injuries have been caused suddenly and their nature and location may be diagnosed medically;
- suffocation, drowning, freezing, sunstroke, heat stroke;
- exhaustion, starvation, dehydration and sunburn as a result of unforeseen circumstances;
- complications or aggravation of the injury as a direct result of first aid or medical treatment necessitated after the *Accident*.
- physical injuries resulting from assaults or attacks on the life of the *Insured*, robbery, molestation, unless it is proved that the *Insured* actively participated in the activities of which he/she is the victim, whether as perpetrator or as instigator.

Are not considered as *Accidents* in the sense of this *Insurance*.

- the development and/or the appearance of any form of back hernia in whatever way;
- the contamination of the organism of the *Insured* by the Acquired Immune Deficiency Syndrome (AIDS virus), except due to a needle stick injury, or in an attempt to save humans.

19. ILLNESS/DISEASE

For the purposes of this *Insurance*, *Illness/Disease* is defined as any involuntary impairment of health that can be medically confirmed.

The following are excluded:

- *Illnesses*, *Accidents* and/or defects (congenital or otherwise) that exist prior to or at the *Effective Date* of the *Insurance* and of which the *Customer* or the *Insured* should be aware at that time or of which he/ she is likely to have been aware because the symptoms of the *Illness* or defect had already manifested themselves.

This provision is also applicable in the event that the *Insurance* comes back into force following a period of suspension.

Nevertheless persons with pre-existing *Chronic Diseases* can be covered for medical care following sudden attacks or worsening of the *Disease*, at condition that they can prove, with a report of their treating *Doctor*, prior to *Effective Date of the Insurance*, that they can function normally, while following regularly treatment or therapy. In all cases, this regularly treatment or therapy is not reimbursable. Cover can also be refused if proved that the attack or worsening was due to non-fidelity to the treatment/therapy, *Doctors'* advice, or misuse of the medication.

- aesthetic or similar treatments;
- mental or nervous *Diseases*, neuroses, psychoses, rest cures or similar treatments requiring a stay in a psychiatric institution, in a psychiatric ward of a *Hospital* or in another institution that is mainly a rest home, a

convalescent home or a similar institution that is specialized in the treatment of alcoholics, drug addicts, mental *Diseases* or the elderly.

However, non-permanent and non-*Chronic* mental disorders will be covered;

- professional *Diseases* for which compensation is paid under the terms of the legislation applicable to professional *Diseases*;
- attributable to the infecting of the organism of the *Insured* by the Acquired Immune Deficiency Syndrome (the AIDS virus), regardless of the consequences, not caused by a needle stick injury or in an attempt to save humans;
- *Diseases* for which the treatment can be postponed, with medical justification, until return of the *Insured* to his/her *Home Country*.

20. ACUTE ILLNESS

An *Illness* or medical condition that is temporary and is determined as curable by treatment.

21. CHRONIC ILLNESS

An *Illness* or medical condition that is permanent and not determined as curable by treatment (yet).

22. CRITICAL MEDICAL CONDITION

A medical and life threatening condition requiring immediate *Transportation* to a *Hospital*.

23. HEALTH FUND:

Public, Mutual or private health insurer, licensed to provide the local governmental health insurance scheme.

Is not considered as a *Health Fund*. National Health Services (NHS), governmental or municipal institutions which provide care in kind.

24. HOSPITAL

An establishment, which is legally licensed as a medical or surgical *Hospital/clinic*.

25. PHYSICIAN/DOCTOR

A physical person suitably qualified and legally licensed to practice medicine in the country where treatment is provided. The *Physician* must be practicing within the scope of his/her license and training.

If the *Insured* calls on the services of persons who are legally licensed to exercise dental care in the country where their services were called upon, these people are also considered as *Physicians*.

26. THERAPIST

A physical person suitably qualified and legally licensed to practice certain therapies in the country where treatment is provided. The *Therapist* must be practicing within the scope of his/her license and training.

27. INPATIENT TREATMENT / HOSPITALISATION

Surgery or medical treatment in a *Hospital* or clinic when it is medically necessary to occupy a bed at least for 1 night.

28. DAY-PATIENT OR DAY CARE TREATMENT

Surgery or medical treatment in a *Hospital* or clinic where it is medically necessary to occupy a bed, but not to stay overnight.

29. OUTPATIENT OR AMBULATORY TREATMENT

Surgery or medical treatment where it is not medically necessary to occupy a bed in a *Hospital* or *Day clinic*.

30. NLP AND EMDR THERAPY

Psychological therapy given by a qualified and legally licensed *Psychotherapist* following the theory of 'Neuro Linguistic Programming', and/or 'Eye Movement Desensitization and Reprocessing'.

31. PRESCRIPTION AND OTC MEDICATION

Prescription Medication is medication of which the sale and use are legally restricted to the order of a *Doctor*, General Practitioner, *Physician*, Specialist or Obstetricians' prescription.

The opposite of *Prescription Medication* are *OTC's* (over-the-counter medicines). These are not eligible for compensation ~~are~~, for example:

- freely available medication (e.g. pain-killers, nose drops...)
- restorative and nutritional products;
- slimming products;
- tonics, medicinal wines, cod-liver and fish oil products;
- vitamin products;
- laxatives;
- cosmetics.

32. BAGGAGE

Goods, personal effects and professional equipment belonging to, or hired by, the *Insured Person* or *Customer* and accompanying the *Insured Person* on his/ her journey.

Reimbursement for any individual object may never exceed 50% of the insured sum.

The maximum reimbursement for jewellery amounts to 25% of the insured sum.

The insured sum amounts to the maximum compensation per claim, according to the Benefits Guide.

33. MONEY/VALUABLES

Cash, bank notes, cheques, traveller cheques, vouchers and airport tax coupons.

34. TRAVEL DOCUMENTS

Passport, driver's license, tourist pass, tickets or other *Travel documents* for which no duplicates can be issued.

35. NON-CONTRACTUAL LIABILITY

All liability that is not *contractually* bound.

36. CONTRACTUAL LIABILITY

All liability that is *contractually* bound. For example: tenant liability is *contractual* as it is bound by a lease contract.

37. AREA OF COVER

The well-defined geographical area, mentioned in the *Personal Certificate*, where cover will be provided for claims occurring in that area.

38. HOST COUNTRY / COUNTRY OF DESTINATION

The *Country of (temporary) Destination* of the *Insured Person*. This can be all countries outside the *Home Country*, keeping into account the *Area of cover*.

39. HOME COUNTRY/COUNTRY OF ORIGIN

The country of the *Insured* declared as such on the application form or travel register and of which he/ she holds a passport.

40. FOREIGN COUNTRY/ABROAD

Every country outside the *Home country*.

41. RISK ZONE

We have 3 *Risk Zones*.

- *Risk Zone 1*: countries where Belgian Ministry of Foreign Affairs (BMFA) mentions no problems.
- *Risk Zone 2*: countries where BMFA warns for danger (stay in the country only when necessary).
- *Risk Zone 3*: countries where BMFA encourage the citizens to leave the country.

42. 1st RANK, 2nd RANK INSURANCE

If there are several covers/insurances covering the same risk the *1st Rank Insurance* is the first to be contacted to submit a claim.

Social security health cover (*Health Fund*) and flight carriers' *Baggage* cover are always a *1st Rank cover*. If a claim is rejected by the *1st Rank Insurance*, in whole or in part, the *2nd Rank Insurance* shall pay the difference, as far as covered by the general conditions.

GENERAL CONDITIONS COMMON TO ALL MODULES & OPTIONS

These conditions describe elements that apply for all *Modules & Options*.

There is a separate *Module* for every insurance type.

Art. 1. What *You* have to know regarding the setup of the *Insurance*.

1.1. Versions, *Modules* and *Options*

The *Insurance* has 2 possible versions of which the *Customer* can make a choice: the "Business" or the "First"-version. The choice of the *Customer* will be applied per claim, unless otherwise mentioned.

The policy can be extended with the following *Options*:

OPTION 1: "Travel Discomfort".

OPTION 2: "Baggage"

OPTION 3: "Accidents"

OPTION 4: "Private Liability"

The *Options* can only be taken out as a supplement of the Core Plan.

1.2. What is covered?

This *Insurance* will provide cover to the *Insured Person* according to the conditions which are mentioned in the *Policy Schedule*, within the extent and limits described in the Benefits Guide.

1.3. Where are *You* covered?

The *Insurance* will provide cover during trips in the chosen *Area*. The *Home country* is not covered unless specifically mentioned.

Nevertheless there will be special limitations or exclusions, and a special premium for some guarantees in U.S.A., or *Risk Zones*. If US or the *Risk Zone* is not indicated on the application, there is no cover at all in these *Areas*.

Note that in some sanctioned countries *We* cannot guarantee the same services as in other non-sanctioned countries, due to limited possibilities.

1.4. Travel period

The travel period is mentioned in the Travel Register (only in Click & Fly), or linked to the official travel tickets (Annual) and may not exceed 365 consecutive days, unless otherwise stated.

1.5. *Deductibles*

The *Deductibles* mentioned in the Benefits Guide shall apply per claim, unless otherwise stated.

1.6. Medical and Financial Underwriting

In order to accept the applicant for receiving personal *Insurance* cover the *Underwriter* has to perform a medical risk assessment as well as a financial assessment to confirm an insurable interest.

The first step of this process consists of completing the application form and medical questionnaire. In

some cases a medical examination will be requested.

The application requires applicants to answer all questions on the application form and medical questionnaire truthfully and comprehensively. Any information likely to have an impact on the acceptance of the *Insured Person* has to be communicated transparently and fully to the *Underwriter*. If answers are incorrect or incomplete, or if relevant information is kept secret, the *Insurer* has the right to:

- withdraw from the *Insurance*,
- to cancel the *Insurance*,
- to adjust the *Insurance*,
- to contest the *Insurance* because of fraudulent misrepresentation.

Art. 2. When does the policy start and end?

The *Insurance* starts at the *Inception Date* mentioned in the *Policy Schedule* or *Personal Certificate* at 00:00 h (but not before the date the first premium has been paid), for a period of 1 year, unless mentioned otherwise.

There is one exception: The Travel Cancellation insurance is in force as soon as concluded (but not before the date the first premium has been paid).

The policy is tacitly renewable on annual *Due Date* for successive periods of 1 year.

The policy ends at the official end date stated in the *Policy Schedule* or *Personal Certificate* at 24:00 h.

The *Insured Person* is covered at the *Inception Date* mentioned in his *Personal Certificate* starting at 00:00h. The cover ends at the official end date stated in his *Personal Certificate* at 24:00h.

The coverage for the *Insured Person* starts at the moment when he/she leaves his/her usual place of residence in the *Home country* to make his/her way to his/her *Destination Abroad* (but not before the *Inception Date* mentioned in his *Personal Certificate* starting at 00:00h) and ends definitely on the day specified on the *Insurance Certificate* as the final expiry date or as much earlier as the return of the *Insured* to his/her *Home country* or home (but not later than the official end date stated in his *Personal Certificate* at 24:00h).

The minimum number of travel days per Click & Fly policy is 100. Upon renewal, the policy must always be renewed with a minimum of 100 days, regardless how many travel days have been transferred from the previous *Insurance* period.

The *Underwriter* must be notified of the *Insured's* travel dates PRIOR to each trip.

Art. 3. How can the policy be cancelled?

3.1. By the *Customer*:

The policy can be cancelled by written termination letter or email, **with proof of receipt**:

- within 2 months of the date of policy conclusion with 8 days' notice period.
- no less than 6 weeks before the *Renewal Date*.

- in connection with a premium increase or alteration of conditions, with 8 days' notice period.
- by other means specified in Act N° 40/1964 Coll., Civil Code (SK), as amended.

The *Underwriter* reserves the right to refuse the cancellation if the *Insurance Certificates* were used for an official application for visa, residence or work permit.

In case of death of the *Customer*, the eventual other *Insured Persons* can terminate the *Insurance*, or continue it on their name, by sending a letter or email, **with proof of receipt**, within 30 days after death.

The *Underwriter* reserves the right to accept or not other cancellation options for specific situations.

3.2. By the *Insurer*:

The policy can be cancelled by written termination letter or email with proof of receipt:

- within 2 months of the date of policy conclusion with 8 days' notice period.
- no less than 6 weeks before the *Renewal Date*.
- by other means specified in Act N° 40/1964 Coll., Civil Code (SK), as amended.

The *Underwriter* has also the right to cancel the *Insurance* in case of non-payment in respect with the procedure explained in Art. 4.2.

Art. 4. About premium payment

4.1. Premium payment in general

Premiums are determined by the *Insurer* and will be payable, unless otherwise mentioned, in advance including possible (local) premium taxes and contributions, if applicable.

The initial premium is due on the date of commencement as stipulated in the *Policy Schedule*.

The premium must be paid within 30 days after its *Due Date*. Premium payment is only possible by bank transfer or credit card.

The *Insurer* reserves the right to adjust the premiums once a year starting from the *Renewal Date*:

- based on (medical) inflation
- based on eventual changes in cover;
- based on the loss experience during the previous calendar years (e.g. because of the increased prices in medical care);
- in case of a fundamental modification in the legislation;
- in case of introduction or modification of a legislation that influences this *Insurance*. This in relation to the modification of the concerned legislation in question and its financial consequences for the *Insurer*, and after having notified the *Customer*.

4.2. What in case of non-payment or unpunctual payment?

The *Customer* will be responsible for punctual payment of the premium to the *Administrator*.

In the event that a premium is not received by the *Administrator* on the *Due Date*, the *Administrator* will send an email, and within Europe a registered letter, to the last known (email) address of the *Customer*.

1 month after sending this email or registered letter the *Insurer* has the right to suspend or annul the *Insurance* if the premium has still not been received. Any policy suspension or annulment for non-payment will start after expiry of above-mentioned period.

The *Customer* maintains responsibility for any amount due (premiums, interests and costs). The cover of a suspended policy will only start again when all amounts due have been received and accepted by the *Administrator*, with respect of the provisions of eventual special clauses in the general conditions or the *Policy Schedule*. No right to any benefit will exist for reimbursement of any damage arising in the period the *Insurance* is suspended.

Art. 5. About the Travel register (only in Click & Fly)

The *Customer* is held to keep a travel register with following data: date of notifying, identity of the *Insured* traveller, the exact period of travel, the *Home country* and the *Country of Destination*. The updated version of this register will be sent to the *Underwriter* by email or online before every trip. This

travel register is part of the particular conditions of the Policy.

In *Risk Zone 2* days are counted double, in *Risk Zone 3* triple. This means one day in *Zone 2* will be counted as 2 days in *Zone 1*.

Art. 6. Do You have to sign Your contract?

Insurances from legal entities have to be signed and send back electronically or by post, within 30 days after *Inception date*. Non-signed *Insurances* can lose the renewability, which means the *Underwriter* will reserve the right if the *Insurances* will be automatically renewed or not.

Art. 7. What is not covered?

(General exclusions common to all Modules and Options)

Unless otherwise stated, the *Insurance* will not cover damage or expenses caused by, or as a result of:

7.1. Pre-existing conditions

Conditions existing before the *Effective Date* of the *Insurance*, or which it was reasonable to expect, on the *Effective Date* of the *Insurance* or before, to be incurred during the period covered by the *Insurance*.

Any *Illness*, injury, bodily infirmity or physical disability and consequences hereof, which have come into existence, or shown symptoms, before each trip *Abroad*.

7.2. War risk/terrorism

Direct or indirect active involvement in (civil) war, invasion, riots, lock-outs, acts of a foreign enemy, hostilities (whether war be declared or not), civil commotion, rebellion, revolution, insurrection, terrorism, military or occupying power or any illegal act.

Medical or technical aid to fighting parties will be seen as involvement.

In case the *Insured* is victim of acts of War and Terrorism without any active involvement on behalf of the *Insured* or his/her *Beneficiaries* in these acts, the *Insured* is covered for Medical and Assistance covers within the limits mentioned in the benefits guide.

Unless otherwise stated, the other covers are not valid when the *Insured* is travelling to or from, or is residing in a country or part of a country publicly known to be in state of War or civil War at the time damages to the *Insured* or his/her goods happen.

In the event the *Insured* is faced with the sudden, unanticipated occurrence of a new (outbreak of) War or warlike situations and acts, the *Insurance* cover remains valid for 14 days starting from beginning of hostilities. After these 14 days possibility to escape there will be no cover anymore in War zones, unless otherwise stated.

Please make sure when entering or staying in a zone declared as dangerous that *Your Insurance* cover is still in force. Any request must be made to the *Underwriter* previously to any planned entry or stay.

In case of a dispute about whether a given country is known to be in state of War or civil War, the list of countries for which the Ministry for Foreign Affairs of Belgium, or *Your Home country*, advises not to travel to ('we advise against all travel'), as published on their official website, will be decisive.

7.3. Criminal acts

The committal of any criminal act, as perpetrator, co-perpetrator or accomplice, by the *Insured* or by the *Beneficiary* as interested party of the *Insurance* benefits.

Note that (attempt to) insurance fraud is a criminal act too.

7.4. Weapons

The possession and/or the active use of weapons by an *Insured Person* or *Beneficiary* as interested party of the *Insurance* benefits.

7.5. Nuclear reactions

- The use of nuclear, biological or chemical weapons by terrorists or military power;
- Nuclear Accidents as described at the Paris Convention of July 29th, 1960.
- Ionising radiations or contamination by radioisotopes. An exception will apply when the *Insured Person* is exposed to nuclear reactions as result of any medical treatment.

7.6. Alcohol/drugs

The use of alcohol, intoxicants, drugs or medicines [except when the medicines are prescribed and

used in accordance with Prescription or *Doctor's* advice].

7.7. Sports

Unless otherwise stated following sport will be excluded:

- Practicing sports as a (subsidiary) profession.
- Practicing dangerous sports such as:
 - Preparation for or participation in speed races with motor vehicles, motor boats or other motorized vehicles;
 - Amateur flying, delta flying, parachuting, base jumping, paragliding;
 - Equestrian competitions;
 - All full contact box, hit, punch and kick sports, free fighting and wrestling.
 - Sports as judo, jiu jitsu, aikido, and semi-contact karate are accepted;
 - Rugby;
 - Ice-hockey;
 - Speleology;
 - Glacier trips without a guide, rock climbing, mountaineering;
 - Cliff diving;
 - Expeditions, mountaineering and trekking in Antarctica, the North Pole and Greenland.
 - Practice of winter sports or underwater sports. This exclusion shall not apply if the policy states that the "First" version is concluded;
 - ski alpinism, ski jumping, ski bob, ski sailing, ice sailing, bobsledding, tobogganing, skeleton, swingbo;
 - Deep diving below 10 m;

- Sporting activities done in such circumstances that specialists will be of opinion they must be considered as rash acts, such as non-execution of regulations or measures of safety.

7.8. Other exclusions:

- Wilfulness or consent of the *Insured* or the *Beneficiary* as interested party of the *Insurance* benefits;
- Suicide or attempted suicide. Nevertheless the benefits for coffin and repatriation of mortal remains will be granted in case of death by suicide;
- Reckless act or severe negligence;
- Active involvement in fights or risky ventures in which the *Insured Person* endangers his/her life or body.

7.9. Sanction clause

The *Insurer* shall not be deemed to provide cover and nor shall they be liable to pay any claim or pay 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* to any sanction, prohibition or restriction under United Nations resolutions or the trade or the economic sanction, laws or regulations of any jurisdiction applicable to the *Underwriter*, *Insurer*, or umbrella group.

Art. 8. About Claims

8.1. How to report a claim?

Claims should be reported as soon as possible to the *Underwriter*. For this purpose a claim form should be completed according to the applicable instructions and returned together with the original and detailed bills and all supporting vouchers.

The right to compensation will expire if it is not reported within four (4) years after the date on which the damage occurred.

8.2. What if social security and other Insurers also intervene?

In the event that the damage or expenses are also recoverable from another *1st Rank Insurance* company, or a Social Security Institution (*Health Fund*), this *Insurance* will only apply to complement the cover in the other policies or schemes up to the given limits in *Our Benefits Guide*.

8.3. What if *We* can recover *Our* payments against a *Third Party*?

For any payment under this policy, the *Insurer* has a legal right to recover the amount it has paid for a loss by suing the party that caused the loss. The *Insured* will be obliged to give his/her full cooperation to secure such rights. By having paid the claim to the *Insured Person* the *Insurer* steps into the shoes and the rights of *Insured Person*. This right is also called "subrogation".

8.4. What if *We* have a dispute in a (medical) expertise?

In case the *Customer* or the *Insured Person* does not agree in a claims matter, then this should be reported to the *Underwriter* within 15 days after notification of the decision.

The dispute will be submitted on contradiction to a commission of 2 experts, one designated by the *Customer* and/or the *Insured*, and one by the *Underwriter*.

If these experts don't agree, they designate a third expert, whose role is to provide a decisive answer. If one of the parties does not designate an expert, or if both experts do not agree about the choice of the third expert, the designation will be done by the Court of First Instance from the head office of the *Underwriter*, on appeal of the plaintiff.

Every party carries the fees of his own expert; the fee of the third expert will be carried by both parties at equal share. The same principle will apply for the fees of subcontracting experts to whom they appeal.

Art. 9. Exchange rates and bank costs

Premiums should always be paid in the currency mentioned in the *Policy Schedule*. Claims will be reimbursed to the *Insured Person* in the currency mentioned in the *Policy Schedule*, or in the currency of the invoice.

The date of the exchange will be the date of the invoice. The used rate will be the official interbank rate.

All exchange and **all** bank costs (incl. corresponding banks) are at the expense of the paying party.

Art. 10. What are the obligations of the *Insured Person*?

The *Insured Person* will be obliged to:

- report the event which may give rise to a claim to the *Underwriter* as soon as possible;
- supply the *Underwriter* with all particulars and documents as soon as possible;
- keep the *Underwriter* informed of new facts and developments in the case;
- take all reasonable measures and precautions to minimize the damage and the consequences for the *Underwriter*;
- lend his full cooperation to the claim settlement and withhold every action that may harm the *Underwriter's* interests.
- all documentation sent to the *Underwriter* should be complete, properly ordered per *Insured Person* and chronologic.

If the *Insured* has not fulfilled these obligations, and this turns out to be a disadvantage to the *Insurer*, the *Insurer* will have the right to reduce the compensation amounting to this disadvantage. The *Underwriter* cannot guarantee timely completion of the claim, in that case.

The *Insured Person* loses any right to reimbursement, taking into account the

circumstances under which the event occurred or with respect to any other component of the claim, when he/she:

- has given a misrepresentation of facts or has made an untrue statement;
- withholds information of which he/she could - or reasonably should - know that it might be important to the *Underwriter* in its assessment.

Art. 11. When *We* send notifications to each other.

Notifications by the *Underwriter* to the *Customer* will be made regularly to the *Customer* last (email) address known to the *Underwriter*.

The *Customer* and/or the *Insured Person* will be obligated to notify the *Underwriter* of any changes of name or address mentioned in the *Policy Schedule*, changes in existing cover with third parties, changes in profession, or political exposure of the different *Insured Persons*.

The *Underwriter* must also be notified in the event of death of the *Customer* or one of the *Insured Persons*.

The *Underwriter* cannot be held responsible for the consequences if the *Customer* and/or the *Insured* fails to notify such events.

All notifications, claims, correspondence, *Physician's* diagnosis and bills, etc... should be in one of the following languages: Dutch, English, French, or German.

All communications sent out by the *Underwriter* will be done in the contract language.

Art. 12. What if *Your* risk changes?

The *Customer* shall without delay inform the *Underwriter* of any significant and permanent change to the risk.

In the event that during the *Insurance* period the risk is increased to such an extent that the *Underwriter* would have insured the risk according to different conditions if this increased risk had existed at the time of the signing of the *Insurance*, it must, within a period of one month starting from the day on which it has taken cognizance of the increased risk, propose the modification to the *Insurance* with retro-active effect to the date of the start of the increased risk.

In the event that the *Underwriter* furnishes proof that it would not under any circumstances have insured the increased risk, it is entitled to cancel the *Insurance* within a period of one month starting from the day on which it has taken cognizance of the increased risk.

In the event that the proposed change to the *Insurance* is rejected by the *Customer* or if, upon expiry of a period of one month starting from the receipt of said proposal, it is not accepted, the *Underwriter* may cancel the *Insurance* within 15 days.

In the event that a claim occurs and the *Customer* has not complied with the obligation set out in paragraph 1 of this article:

- the *Underwriter* is under an obligation to provide the agreed service if the *Customer* cannot be held responsible for the failure to notify;
- the service to be provided by the *Underwriter* is reduced in proportion to the difference between the paid-up premium and the premium that the *Customer* would have had to pay if he had properly reported the risk, if the failure to notify can be attributed to the *Customer*. However, in the event that the *Underwriter* furnishes proof that it would not under any circumstances have insured the increased risk, it is only under an obligation to refund all premiums paid;
- in the event that the *Customer* has failed to comply with this obligation by deliberate deceit, the *Underwriter* may reduce its cover.

The premiums that have fallen due up to the day on which the *Underwriter* has taken cognizance of the deliberate omission shall be considered as rightfully belonging to the *Underwriter* as compensation for damages.

Art. 13. Do I have to pay taxes on the benefits?

All current or future duties and taxes will be borne by the *Customer* or the *Beneficiary*, depending on the situation.

Taxes and other charges applicable on income, or on death benefits, are determined by the laws of the State where The *Customer*, the *Insured Person*

and/or the *Beneficiary(ies)* are residing and/or by the laws of the country in which the taxable income is acquired.

Art. 14. Which legislation is applicable?

The *Insurance* and the *Insurance* relationship is subject to Slovak law and practice and to exclusive jurisdiction of the Slovak courts.

US legislation and US jurisdiction can never be used in relation to this *Insurance*, except for recovery of damage from *Our* clients towards US *Third Parties*. This plan is designed to cater for globally mobile persons. As such, it does not meet all the requirements for compulsory local insurances. It is the *Customer* and *Insured Persons'* full responsibility to seek legal advice as to whether and how these requirements would apply to their situation.

The only legally binding versions of all *Insurance* documentation is the English language version. Only the texts drafted in English may be used as reference documents if discrepancies are found in documents translated into another language.

Art. 15. How is *Your* Privacy protected?

The *Underwriter* is entitled to process *Your* personal data to the extent and the time necessary to properly fulfil and secure the rights and obligations set forth in the *Insurance* (evaluation of the insured risks, management of the commercial relationship, of the *Insurance* contract and the claims covered by it, control of the portfolio and to prevent fraud and

abuse) and generally binding legal regulations, (e.g. the Archives Act, the Anti-money laundering Act, accounting or tax regulations, etc.)

Only for these purposes can this information be transferred to a co-insurer, reinsurer, *Alarm Centre*, expert or counsel. This information is only accessible to the underwriting and claims management services as part of their duties. All information will be handled with the greatest discretion.

The *Underwriter* shall also:

- take all measures to preventing unauthorized or random access to personal data, or the alteration, destruction, loss, unauthorized transmission, other unauthorized processing or other abuse thereof; this obligation shall apply even after the termination of the processing of personal data;
- ensure that any person who comes into contact with personal data (in particular *Underwriter's* employees and partners) adhere to the obligations set above, including after the termination of the contractual or employment relationship.
- only process true and precise personal data;
- not combine personal data obtained for different purposes;
- ensure the protection of *Your* private live when processing the personal data.
- provide, at *Your* request, information about the processing of their personal data.

- All involved persons have the right to look into their own particulars and have them corrected, if necessary.

Also read *Our* GDPR-policy at: <https://www.expatinsurance.eu/en/privacy-cookies-and-gdpr>.

Art. 16. What if *You're* not satisfied?

The Slovak law applies to this *Insurance*.

The *Customer* or *Insured Person* may send any complaints about this *Insurance* to:

- **First contact:** Expat & Co BVBA, Assesteenweg 65, 1740 Ternat, BELGIUM, info@expatinsurance.eu, Phone + 32 2 463 04 04.
- **If no solution is found:** *You* may contact AXA Assistance CZ, s.r.o. Customer Service medsupervizors@axa-assistance.cz.
- **If still no solution is found:** the Slovak Ombudsman, Grösslingová 35, Postal Code 811 09, Bratislava Slovak Republic, <https://www.vop.gov.sk>, sekretariat@vop.gov.sk, Phone +421 2 323 63 701, in English.
- or the European Ombudsman Rue Wiertz, 1047 Brussels, BELGIUM or 1 avenue du Président Robert Schuman, CS 30403, 67001 Strasbourg Cedex, FRANCE www.ombudsman.europa.eu/en/contacts Phone: +33 3 88 17 23 13).

This does not exclude the possibility of legal action.

GENERAL CONDITIONS SPECIFIC TO MODULE 1: YOUR MEDICAL CARE

These conditions describe the elements that only apply for *Module 1*.

Art. 17. What is covered in Medical care following Accident or Illness, pregnancy complications?

The *Underwriter* refunds the really indispensable medical costs of treatment, provided to an *Insured*, which are the direct consequence of an *Accident*, an *Illness* or pregnancy complication occurred during the trip *Abroad*.

- *Hospital* stay during a maximum of 365 consecutive days. In the Business version only semi-private rooms are covered;
- *Doctors* and specialist fees. Supplements related to private rooms are not covered in the Business version;
- Operation theatre and intensive care room;
- surgical costs;
- the medical costs, costs for treatments and examinations;
- the costs for *Prescription medicines* or medicines entered on the *Hospital* invoice, for use during the period covered by the *Insurance*;
- costs of the transport in ambulance or helicopter from the place of incident to the nearest *Hospital*, or from one *Hospital* to another *Hospital* on *Doctor's* prescription. No allowance is paid for the costs of public transports such as taxi, train or bus;

- first prostheses which have become necessary, as a consequence of an *Accident*;
- medically necessary and unforeseen costs of pregnancy and totally unexpected premature child birth for mother and child, based on recognized medical and scientific considerations, and prescribed or imposed by a *Physician*.
- the costs for a voluntary abortion carried out in a *Hospital*, in consequence of a rape, happened during covered travel period and reported to the local police station.
- follow-up treatment in the *Home country* after repatriation, within the limits mentioned in the Benefits Guide. This Medical cover is always taken out in *2nd Rank*, the claim should be sent to the 1st insurer or social security institution first. The difference can then be claimed with a copy of the original invoices and the state of reimbursement by this *1st Rank Insurer*.

All costs should be in accordance with the locally applicable rates. The *Underwriter* reserves the right to reimburse excessive fees at the locally customary cost.

Art. 18. About Physiotherapy and Psychotherapy (after trauma)

The *Underwriter* refunds the costs of treatment by a *Physiotherapist*, prescribed or imposed by a *Physician*. The compensation will be attributed in conformity with the locally common tariffs, after the *Doctors'* prescription. For extended treatment, prior

written approval should be obtained from the *Underwriter*.

NLP/EMDR Therapy has to be performed by a licensed *Psychotherapist*.

Not eligible for compensation are:

- speech therapy lessons unless the loss of speech is the consequence of an insured *Accident* or *Illness*;
- work and occupational therapy;
- pre- and postnatal gymnastics;
- sports massage;

The *Underwriter* refunds the costs of treatment by a *Psychotherapist* after a trauma occurred during the trip, prescribed or imposed by a *Physician*.

The compensation will be attributed in conformity with the locally common tariffs, as mentioned in the Benefits Guide.

Art. 19. About Costs of provisional pain relieving dental treatment

The *Underwriter* reimburses also the costs of *Acute* medical necessary dental treatment up to the maximum amount stipulated in the Benefits Guide. Hereby is understood solely:

- the dentists' fees for treatment of a dental injury or infection, a lost filling or broken tooth or denture;
- the eventual X-ray photos, prescribed or imposed by the treating dentist, made in connection with this treatment;
- the *Prescription Medicines*, prescribed by a dentist.

The dental surgery costs incurred as a consequence of an *Accident* are insured up to maximum 365 days following the day of the *Accident*.

Art. 20. What is not insured relating to Medical Care?

Additional to the general exclusions mentioned in the General conditions common to all *Modules & Options* (Art. 7) and in the definitions of *Accident* and *Illness* (see Glossary point 7 and 8), there shall be no reimbursement for:

- medical treatments incurred for any *Disease, Illness* or injury known to the *Insured Person* at the time of application, unless agreed upon with the *Underwriter*.
In case of consecutive policies not seamlessly following to each other, this exclusion will also enter in force for conditions occurred during a previous policy;
- medical treatments not consistent with the diagnosis and customary medical treatment for a covered condition;
- medical treatment not in accordance with standards of medical practice, not consistent with current standard professional medical care, and not provided, approved or prescribed by licensed medical personnel;
- medical treatment administered or provided by a first degree relative (parents, children and spouse) of the *Insured Person*;
- cost of pregnancies and childbirth, after the 8th month (36th week) of pregnancy and after the 4th month (18th week) of pregnancy when the

- pregnancy is the result of fertility treatment or when carrying more than 1 baby;
- cost of fertility tests and fertility promoting treatments;
- contraception;
- sexual dysfunction;
- for cosmetic surgery and treatments, unless it is a matter of mutilation as a result of an *Accident* or *Disease*, occurred during the covered trip;
- acne treatments, unless it is a matter of mutilation as a result of an *Accident* or *Disease*, occurred during the insured period of this *Insurance*;
- the development and/or the appearance of any form of back hernia in whatever way;
- contaminations or epidemics which have been placed under the direction of public authorities;
- the costs for non-urgent dental care, dental cleaning, dentures, dental treatment which is not pain relieving and provisional and can await the *Insured's* arrival home;
- special dental treatments, like orthodontics, implants, crowns etc....
- glasses, contact lenses and hearing aids;
- typical vaccinations which should have been taken before starting the trip;
- medical check-ups, preventative treatment and the bare issue of medical certificates;
- recreational treatment;
- venereal *Diseases*, AIDS, AIDS-related *Diseases* and *Diseases* relating to HIV, antibodies (HIV positive), except in case of a needle stick injury;
- induced abortion which is not medically prescribed;

- treatment by naturopaths, naturopathic medicines and other alternative methods of treatment (other than chiropraxy, acupuncture, osteopathy or homeopathy);
- medical treatment and examinations which can await the *Insured's* arrival home;
- any treatment which is not necessary or which is not directly related to the diagnosis covered by the *Insurance*;
- treatment performed by an unrecognized *Physician* or facility (cfr. also Glossary point 9 and 10) or by a family member;
- the *Insured* resisting or failing to comply with the medical directions given by the *Underwriter's* medical consultant and the treating *Physician*;
- the *Insured* resisting medical evacuation / repatriation;

Art. 21. Special obligations in case of admission to a Hospital

In case of admission to a *Hospital*, it is necessary to call the *Alarm Centre* before or, if not possible, as soon as possible after the admission, so that, in agreement with the *Insured* or with his/her representative, and with the treating *Physician*, and eventually with the family *Doctor*, the measures which ensure best the interests of the *Insured*, can be taken.

!! In the United States of America in all cases of medical treatment the *Insured Person* is requested to contact the *Network Manager* before making any appointments with medical service providers. The *Network Manager* will plan the visits and will

negotiate the cost. Not passing through the *Network Manager* can lead to an extra *Co-pay* of 20% for the *Insured Person*.

20.5. Direct Payment

Direct payment to the *Hospital* or treating *Practitioners* is possible after *We* have been contacted by phone or email. The *Hospital* or treating *Practitioner* will then be sent a letter of guarantee by *Us*.

This letter of guarantee is granted for all *Inpatient Treatments* and for *Outpatient* or *Dental Treatments* higher than 2.000 €. The payment will be settled upon receipt of the original bills.

GENERAL CONDITIONS SPECIFIC TO MODULE 2: YOUR ASSISTANCE

These conditions describe the elements that only apply for *Module 2*.

Art. 22. About Repatriation or medical evacuation of the *Insured*

In case the *Insured Person* has been *Hospitalised* as a result of an *Illness* or an *Accident* occurring outside the *Home country*, and the *Alarm Centre's* medical team considers it necessary to transfer him/her to a better skilled medical centre, or a centre in the *Home country*, the *Alarm Centre* will organise, at its expense, the repatriation or transportation of the *Insured Person*, if necessary under medical surveillance.

In case the *Insured* was transported to a better skilled medical centre *Abroad*, in a second instance, repatriation to the *Home country* can be considered, or a return ticket will be made available by the *Underwriter*.

The decision concerning transport and the means of transport, will only be taken by the *Alarm Centre's* consulting *Physician* and this in function of technical and medical importance. It is made compulsory to have the *Alarm Centre's Physician's* approval for every transport.

The *Alarm Centre* also takes charge of the organisation for transportation of one person while

accompanying the repatriated *Insured Person* to the place of *Hospitalisation* or the *Home country*.

Art. 23. About Evacuation/repatriation in case of Natural Disaster, Political instability, Terrorism Attack, Aggression The *Alarm Centre* also takes charge of the organisation for evacuation of the *Insured Person* in case of a natural disaster, political instability, a terrorist attack or serious threat of aggression against the *Insured Person* and/or his/her compatriots (recognized by the Ministry of Foreign Affairs in the *Insured's' Home country*), and insofar as the *Insured* cannot travel on a repatriation flight organized by the *Insured's Home Country*.

The decision concerning transport and the means of transport will only be taken by the *Alarm Centre*.

Art. 24. About Repatriation in case of major damage to the home residence

The *Alarm Centre* takes charge of the organisation for repatriation of the *Insured Person* in case of major damage to the home residence, where his/her presence is needed.

The decision concerning transport and the means of transport will only be taken by the *Alarm Centre*.

Art. 25. In case of death while *Abroad*.

Option A:

In case of death of an *Insured Person*, the *Alarm Centre* will organise the repatriation of the mortal remains and takes charge of:

- the post-mortem treatment;
- a coffin, limited as mentioned in the Benefits Guide;
- the transportation of the remains from the place of decease to the place of burial or cremation;
- a round-trip for 1 family member to accompany the remains, in case the *Insured Person* stays *Abroad* alone.

Option B:

The family can also opt for burial or cremation on the spot. In that case the *Alarm Centre* will take charge of:

- the post-mortem treatment;
- coffin, limited as mentioned in the Benefits Guide;
- a round-trip for the direct family members (partner, child, parent, brother, sister, grandparent or grandchild and/or of those people who lived as a family with the deceased *Insured*) including accommodation during maximum 3 days.

The intervention of the *Underwriter* is under all conditions limited to the expenses that would have been taken charge of for the repatriation of the mortal remains to the *Home country* (Option A).

In both cases the accommodation expenses will be reimbursed, as mentioned in the Benefits Guide under "Travel and accommodation expenses".

The *Underwriter* also takes charge of the funeral costs, as mentioned in the Benefits Guide.

The *Underwriter* does not take charge of the expenses in relation with any ceremony.

Art. 26. How and when are Travel and accommodation costs reimbursed?

The *Alarm Centre* organises the travel and accommodation, as mentioned in the Benefits Guide, for:

- the early return of an *Insured Person* to the *Home country* because a *Close Relative* has deceased, or has been *Hospitalised* for more than 2 days in a life threatening or very bad *Critical Condition*;
- the early return of an *Insured Person* to the *Home country* in case of a totally unexpected premature birth of a (grand) son/daughter;
- the necessary presence of maximum one (1) *Close Relative*, in case an *Insured Person* is *Hospitalised* in a life-threatening or *Critical Medical Condition*. This service will only be rendered if the *Insured Person* has not yet died before the time of departure;
- the necessary presence of one (1) person to accompany an *Insured Person* in case of an emergency evacuation;
- the necessary presence of the *Insured Person* in relation with major damage to the real property in the *Home country*;
- the early return of an *Insured Person* to the *Home country* office because a severe event with significant material damage and/or injured/*Hospitalised* colleagues, and where his/her presence is needed as a manager or expert. This cover is subject to collective underwriting only;
- the sending of a substitute in case of decease, *Hospitalisation* for more than 10 days, or

repatriation of an *Insured Person* and if the presence of a substitute is indispensable. This cover is subject to collective underwriting only;

- the event that the *Insured* is unable to be transported due an *Accident* or *Illness*, natural disaster, political instability, or terrorist threat/attack, the *Underwriter* will compensate the extra expenses for the extended stay up to the amount mentioned in the Benefits Guide.

The *Alarm Centre* organises the transport and eventual accommodation, if needed, as mentioned in the Benefits Guide under "Travel and accommodation expenses for family members".

The cover can only be applied at presentation of a birth/death certificate, proof of *Hospitalisation* or proof of damage.

Art. 27. About Forwarding of essential medicines/medical applications not locally available.

The *Alarm Centre* will do everything in its power to organise the search and disposal of essential medication or medical appliances, prescribed by a competent medical authority, locally unfindable, but available at the *Home country*. It is made compulsory to have the *Alarm Centre's* medical team's approval for delivery.

The sending depends on availability of means of transport and must be in accordance to the local and international laws. The *Insured Person* commits himself/herself to reimburse the *Underwriter* for

the price of the medication or appliances which were put at his/her disposal (except when covered in another cover of this *Insurance*), increased with the clearance expenses, and this within a period of 30 days after sending. A surety will be asked.

The *Underwriters'* medical team shall always give approval first.

Art. 28. Forwarding urgent messages

Upon request of the *Insured Person*, the *Alarm Centre* will forward urgent messages to every person in relation with the insured cover and actions set out.

All communications to be sent are subject to justification of the request and must state the message clearly and explicitly, as well as the correct name, address and phone number of the person to be contacted. Every document regarding penal, financial, civil or commercial liability results will be communicated on full responsibility of the author, whose identity must be known. The content must be in accordance with the local and eventual international law and cannot hold any liability against the *Alarm Centre* or *Underwriter*.

Art. 29. About advancing money

In case of a covered incident *Abroad* that forms subject of a request for intervention by the *Alarm Centre* and, when the occasion arises after reporting to the local authorities, the *Alarm Centre* will upon request of the *Insured Person* do everything in its power to provide him/her the

counter value of an amount, as mentioned in the Benefits Guide. This sum must be reimbursed to the *Underwriter* within 30 days. A surety will be asked in advance.

Art. 30. Search and rescue costs

The *Alarm Centre* will pay for a search and rescue operation, as mentioned in the Benefits Guide, made to save the *Insured Person's* life or physical integrity, on the condition that the rescue action is led by the local authorities or by official relief organisations. The provision of this service is only applicable in so far as the *Destination* of the trip was not strongly discouraged by the authorities.

In case of a ski *Accident* (only in the "First" version) with physical injuries on a ski run the *Alarm Centre* will organise a search and rescue operation to bring the *Insured* back down per sledge or helicopter. The expenses for this operation can be claimed back to the client when this occurs outside the well-defined ski run without a guide recognized by the local authorities.

Art. 31. Assistance in case of loss or theft of travel and ID-documents, bank cards or credit cards

In case of loss or theft of *Travel documents* and after the *Insured Person* reported it to the local authorities, the *Alarm Centre* will put the necessary tickets at the disposal of the *Insured Person* to continue his/her journey or to return to his/her residence.

The *Insured Person* commits himself/herself to reimburse the *Underwriter* for the price of the tickets which were disposed to him/her (except when covered in another cover of this *Insurance*, e.g. *Baggage*), increased with the clearance expenses, and this within a period of 30 days after sending. A surety will be asked.

In case of loss or theft of identity documents, visas, driving licenses, insurance papers, registration documents, and the like, and after the *Insured Person* reported it to the local authorities, the *Alarm Centre* will assist the *Insured* by advising and intervening at the local embassy, consulate and other official bodies for the disposal of the necessary identity certificates, and pay for the travel expenses to and from the embassy/consulate, limited as mentioned in the Benefits Guide under "Travel and accommodation costs".

In case of loss or theft of bank cards or credit cards and after the *Insured Person* reported it to the local authorities, the *Alarm Centre* will act towards the financial institutions to take the necessary precautions. If necessary and when possible the *Alarm Centre* will perform the function of interpreter.

Under penalty of decline of cover, the *Insured Person* has to report the loss or theft to the local authorities.

Under no circumstances can the *Alarm Centre*, nor the *Underwriter*, be held liable for incorrect transfer of information provided by the *Insured Person*.

Art. 32. About Repatriation of *Baggage*

The *Alarm Centre* takes charge of the organisation for repatriation of the *Insureds' Baggage*, up to the maximum amount stipulated in the Benefits Guide, after a covered event of:

- evacuation/repatriation of the *Insured Person*, or his/her mortal remains;
- finding back of lost or delayed *Baggage*.

The decision concerning transport and the means of transport, will only be taken by the *Alarm Centre*.

Art. 33. Legal assistance *Abroad*

When the private rights or interests of the *Insured* are at risk, due to incidents occurring during the stay of the *Insured Abroad*, with the exception of losses as a consequence of the possession, the keeping or the use of a motorized vehicle, the *Insured* can claim a reimbursement of the costs incurred for legal assistance, without however exceeding the amount stipulated in the Benefits Guide, per claim, and only in relation to:

- the recuperation of the corporal, material and consequential immaterial loss following a physical injury sustained by the *Insured Person* for which a *Third Party* is liable based on local legal provisions;
- the legal defence of the *Insured Person* in case the *Insured* issued in court for his private liability, under the laws of the country where

he/she is, for losses inflicted to *Third Parties*, or after being guilty for involuntary offence of local laws.

Are covered the costs for the necessary legal assistance or those incurred by the *Alarm Centre*, insofar as these are not to be recuperated from a *Third Party*, namely:

- the costs linked to the investigation and the handling of the case;
- the costs linked to the calling in of lawyers, bailiffs, witnesses and experts.

The fees of the lawyer are not charged to the *Alarm Centre* if the lawyer is treating the case on a "no cure - no pay" basis. In this case it should be considered that the fees are included in the compensation for prejudice;

- in agreement with the *Alarm Centre*, the costs incurred by the *Insured* for accommodation and travel.

Travel costs will be reimbursed following common tariffs for public transport and/or economy class. The accommodation expenses will be reimbursed, as mentioned in the Benefits Guide under "Travel and accommodation expenses".

- on the request of the *Insured* and provided there is sufficient guarantee, the *Alarm Centre* will provide an advance for a maximum mentioned in the Benefits Guide for:
 - the payment of due legal proceedings and execution costs of the *Insured* and the adverse party, with the exception of money deposited as security, insofar as an

irrevocable legal judgement determines that these costs must be borne by the *Insured*;

- the release of the *Insured* if he/she has been placed under arrest after a traffic *Accident*.

A similar advance or bail will be considered as a loan from the *Alarm Centre* to the *Insured*, which he/she will reimburse in totality as soon as the amount of the bail is paid back to him/her in case of the dropping of legal proceedings, a verdict of not guilty or otherwise within the 30 days after the date on which the competent tribunal has pronounced the judgement.

Reimbursement to the *Alarm Centre* should in any case not occur later than 60 days after that advance has been made or the bail has been posted.

The *Underwriter* has the right to refuse a request for such a loan if it concludes that it is not sufficiently secured or if there are doubts about the ability of the *Insured* to properly repay the loan.

33.1. What is not covered in legal Assistance?

Additional to the general exclusions mentioned in the General conditions common to all *Modules & Options* (Art. 7), there shall be no reimbursement for:

- damage or expenses following cases known – or reasonably should be known – by the *Insured Person* prior to the *Inception Date* of the *Insurance*;
- the cases in which the interest at stake is less than 250,00 EUR;

- the costs (including the costs linked to the calling in of a lawyer or an expert) which are incurred without the prior approval of the *Alarm Centre*,
- in case of malice, serious culpability or negligence on the part of the *Insured*,
- the costs which are the consequence of omissions or faults of the *Insured* in relation to the treatment of the case.

From the moment when the *Alarm Centre* has communicated to the *Insured* that further treatment of the case has no reasonable chance of success, the *Insured* can no longer make any claim for coverage except for the settlement of the dispute as described hereafter.

33.2. Freedom of choice of lawyer or expert

The *Underwriter* will always try first to settle the dispute with the *Third Party* in an amicable way. If *We* don't succeed, *You* have freedom of choice of lawyer and/or expert.

The cost of changing lawyer or expert, during procedure, is however subject to *Our* prior pre-approval.

33.3 Settlement of disputes

In case of difference of opinion between the *Insured* and the *Underwriter* on the result to be expected, or on the way to handle the case, the *Insured* can, after agreement with the *Underwriter* to charge this to the *Underwriter's* account, submit the case to 1 lawyer of his /her choice who is expert in the field in question.

This has to be done as soon as possible and in any case within 30 days after the *Underwriter* has communicated the *Insured* its opinion on the result to be expected or on the way of handling the case, which is contested by the *Insured*.

Should that lawyer share the *Underwriter's* points of view, then the *Insured* can only proceed with the case at his/her own expense. Should the result show that the *Insured* is wholly or partially vindicated; the costs are reimbursed to a maximum of the sum mentioned in the Benefits Guide.

In the case the *Insured* loses confidence in the designated lawyer who is handling the case, the *Insured* can, at the *Underwriter's* expense; transfer the case to another lawyer, under condition that the *Underwriter* can reasonably share the point of view of the *Insured*.

Art. 34. Specific conditions concerning Assistance Services

The assistance benefits are insured by the *Underwriter*. The organisation and the execution of these services have been entrusted to the *Alarm Centre*.

The implementation by the *Insured*, or by one of his/her family members, of one of the services described above can only give rise to reimbursement if the *Alarm Centre* has been previously notified and has given its explicit approval for the means to be used, by opening a file number.

The costs incurred will only be reimbursed after presentation of the necessary supporting

documents and within the limits for which the *Alarm Centre* has committed itself for the organisation of the provision of assistance mentioned above.

Only the additional costs, besides those, which the *Insured* would normally incur for his/her return to his/her *Home country*, are taken in charge.

If the *Alarm Centre* has organised the return trip of the *Insured* and has borne the costs, the *Customer*, the *Insured* and/or his/her *Beneficiaries* are obliged to take the necessary measures to obtain reimbursement of the transport tickets which were not used and to reimburse the *Underwriter* for that amount within a delay of 30 days maximum. A surety will be asked.

When the *Alarm Centre* has expressed its approval for the change in the means of transport to be used or in the *Destination*, these become *contractually* established, its financial participation can never be superior to the amount that had been foreseen for the execution of the original transport contract.

When the costs of hotel accommodation are taken in charge, the *Underwriter* only intervenes for the actual costs of renting a room, within the limits foreseen in the Benefits Guide, excluding all other costs.

The *Alarm Centre* may only intervene within the limits of the agreements, which were granted by the local authorities. It may in no case take the place of local organisations for the provision of first aid

services, and therefore would not bear the inherent costs. The *Alarm Centre* or the *Underwriter* cannot be held responsible for the faults or for the wrong execution of its obligations as a consequence of circumstances outside one's control such as civil wars or war with a *Foreign Country* revolution, popular rebellion, insurrection, strike, sequestration or constraint by the police and/or by the local authorities, official prohibition, piracy, detonation of explosives, nuclear or radioactive effects, climatic obstructions.

Art. 35. What is not insured relating to Assistance?

Additional to the general exclusions mentioned in the General conditions common to all *Modules & Options* (Art. 7), there shall be no reimbursement for:

- medical assistance in connection with maternity after the 8th month (36th week) of pregnancy and after the 4th month (18th week) of pregnancy when the pregnancy is the result of fertility treatment
- each intervention when a trip is undertaken in order to undergo a (para) medical treatment;
- infractions which the *Insured* commits voluntarily against the laws which are in force *Abroad*;
- transportation which has not been arranged by the *Alarm Centre*. However, expenses equivalent to the amount which the *Alarm Centre* would have paid shall be covered;
- contaminations or epidemics which have been placed under the direction of public authorities;
- for the bare issue of medical certificates.

GENERAL CONDITIONS SPECIFIC TO OPTION 1: YOUR TRAVEL DISCOMFORT

These conditions describe the elements that only apply for *Option 1*.

Art. 36. What is covered in this *Option 1*?

In the case of cancellation or curtailment of the journey, delay to departure and consequently missed connection, flight cancellation, denied boarding, overbooked flight or diverting to alternative destinations, the *Underwriter* shall pay compensation to the *Insured* up to a maximum amount as mentioned in the Benefits Guide, bearing the following in mind:

36.1. What are the Insured events concerning cancellation or curtailment?

The right to receive compensation shall solely exist as a consequence of one of the following events:

- a) death, serious *Illness* or serious *Accidental* injury on the part of an *Insured*, rendering the trip or making use of the rental object impossible or making it imperative to prematurely terminate the trip or the stay;
- b) death, serious *Illness* or serious *Accidental* injury of a family member, or direct colleague rendering it unreasonable for the *Insured* to make the trip or make use of the rental object, or making it imperative to prematurely terminate the trip or the stay;
- c) being unable, under medical advice, to be vaccinated, which is required by the authorities

in order to reach the *Destination* of the trip or to stay there;

- d) relevant damages to goods due to fire, explosion, strike by lightning, storm or flood, which exercises an effect on the property of the *Insured* or of the organisation where the *Insured* works or which assigned the trip to the *Insured* and which the *Insured* took on, which event or events urgently require the *Insured's* presence;
- e) an unexpected conscription notice requiring the *Insured* to attend military service for the first time, or go on repeat exercises;
- f) serious damages to the temporary address or the company address where the *Insured Person* is posted to, making it impossible for the planned trip to take place. In that case, compensation shall solely be paid for the pre-paid/reserved tickets for the boat, air or train trip.

36.2. About Delay to departure, cancelled flights, missed connections, denied boarding, overbooked flight/ train/hotel.

The *Underwriter* will pay compensation in the case of a delay to departure of at least 8 hours of a boat, bus, train or aircraft, caused by factors outside the control or the will of the *Insured*, as well as pay compensation for the additional travel and accommodation costs (as mentioned in the Benefits Guide under *Option 1*) incurred by an *Insured*. This compensation will always be paid in *2nd Rank*, after inaction of the transport carriers' or hotel cover.

Art. 37. About Validity of the cancellation insurance

This cover is valid worldwide.

Click & Fly Cancellation insurance is solely valid if concluded within 21 days of booking the travel arrangement.

Already paid premiums for Cancellation insurance shall not be paid back in case of a cancellation.

No restitution of expenses will be made paid other than in connection with the cancellation of the travel or rental agreement, transport organisation or accommodation.

Art. 38. What is not covered in Travel Discomfort?

Additional to the general exclusions mentioned in the General conditions common to all *Modules & Options* (Art. 7), there shall be no reimbursement for:

- if the *Illness*, injury or the cause of death, which results in the cancellation, has shown symptoms or was present when the trip was booked and/or paid for, and the need for treatment could therefore be expected before the commencement of the trip;
- if the *Insured* has not received medical treatment, has refused or given up treatment, even though the *Insured* should know that the *Illness*/disorder ought to be treated, or has deteriorated,
- if the cancellation is due to a change in travel plans, change of mind, changed conditions at the *Destination*,

- if the claim has occurred directly or indirectly due to the *Insured*'s intentional actions, gross negligence or omissions, unless it can be proved that the claim has no connection thereto.

Art. 39. Special obligations

Alongside the general obligations as set forth in the general terms and conditions, the following obligations are also in force:

- The *Insured*, or an interested party to this *Insurance*, shall be bound to notify the *Underwriter* immediately of circumstances that might lead to a claim being made for compensation under the terms of this present agreement.
- The *Insured*, or an interested party to this *Insurance*, shall be bound to notify the travel agency/airline company immediately. The *Insurance* does not provide cover if cancellation takes place later than the time of departure.
- In case of a medical claim the *Insured* is bound to obtain medical information with a diagnosis from the attending *Physician* and, upon request, to give the *Underwriter's* medical consultant access to all relevant medical records or reports, including information about previous courses of *Illness*. In case of death the death certificate must be included.
- The *Insured* is also bound, at the request of the *Underwriter*, to submit authentic proof if compensation is claimed under the terms of this *Insurance* and moreover, they are also bound to cooperate with all that which the *Underwriter*

may require, in all reasonableness, require of them.

- The *Insured* is also bound to submit proof of payment of registration fees and/or all or part of the travel/rental sum.

GENERAL CONDITIONS SPECIFIC TO OPTION 2: YOUR BAGGAGE INSURANCE

These conditions describe the elements that only apply for *Option 2*.

Art. 40. What is covered in *Your Baggage insurance*?

We insure *Your Baggage* up to the amount stated in the benefits list if, during the period of validity of the policy, *Your Baggage*

- is stolen, with the presence of clearly established traces of burglary from a locked and secured house or room, or from a locked and secured means of transport, and insofar as the *Baggage* was not visible from the outside. Burglary committed by electronic means is not insured;
- is stolen with physical violence on or under threat of the *Insured* person;
- entrusted to a carrier - in the framework of a contract of carriage - is lost, damaged or stolen, after exhaustion of the contractual indemnity owed by the carrier.
- is lost, damaged or stolen as a result of an urgent medical transport of the *Insured* following a covered *Accident* or *Illness*;
- is lost, damaged or stolen as a consequence of or following a traffic accident;
- is lost, damaged or stolen as a result of or following a natural disaster, political instability, terrorist attack or aggression.

Art. 41. Which goods are insured?

Are insured: *Baggage*, professional material and *Travel documents* belonging to the *Insured* or to the employing company.

Under "*Baggage*" should be understood the objects which the *Insured* has taken along for personal use during travels within the period of validity of the *Insurance* for a maximum sum as mentioned in the Benefits Guide.

Under "professional material" should be understood the objects which the *Insured* has taken along, for professional use during travels within the period of validity of the *Insurance* for a maximum sum as mentioned in the Benefits Guide.

Under "*Travel documents*" in relation with this section, should be understood passports, visas, travel tickets, driver's licenses as well as documents in connection with vehicles such as insurance papers, registration cards, and the like.

Art. 42. In case of *Baggage* delay

In case of delay of more than 8 hours or at least 1 night of the *Baggage* after arriving at *Destination* in the *Foreign Country* (to be proved with a PIR report from the carrier) the *Underwriter* covers the expenses for the purchase of the first requisites (necessary clothing and toilet items) up to the limits mentioned in the Benefits Guide.

This cover does not apply if the *Insured* has had the *Baggage* sent by courier service.

Art. 43. How is Damage compensated?

The following values will be used as the basis for the calculation of the compensation:

- *Travel documents*: the assistance for obtaining the new documents;
- Personal belongings: - the replacement value for objects not older than one year; - the actual value for objects older than one year;
- Professional material: - the replacement value for objects not older than one year; - the purchase value minus the amortization for objects older than one year;
- Objects that cannot be replaced by new ones of the same type and quality: the market value;
- Damaged objects which are reasonably susceptible of being repaired: the repair cost; with as upper limit the amount stipulated in the Benefits Guide.

By "replacement value", it should be understood, the today's price for the acquisition of new objects of the same type and quality.

By "actual value", it should be understood the value of the object at the moment the damage occurred. Amortizations will be made.

By "market value", it should be understood the market price for the sale of the objects in the state the objects were in immediately before the damage.

In case of *Baggage* lost, damaged or delayed by the air carrier, the benefit will only be provided if the *Insured* provides original documentation in form of a Property Irregularity Report (P.I.R) from the carrier

stating that *Baggage* was lost, damaged, or did not arrive at scheduled time and date, and indicating the date and time of actual arriving.

For all claims, except for *Travel documents* and replacement of clothing and toilet items, a *Deductible* as mentioned in the Benefits Guide will be applied.

Art. 44. What is not covered relating to *Baggage*?

Additional to the general exclusions mentioned in the General conditions common to all *Modules & Options* (Art. 7), there shall be no reimbursement for:

- any item confiscated or detained by customs or police authorities, other than because of a traffic accident;
- prejudices caused by or which are the consequence of imprisonment, confiscation or seizure of the means of transport in which the insured goods are;
- loss or theft of *Baggage* not reported to the authorities within 24 hours of discovery and supported by a written police statement;
- theft of *Baggage* when left unattended, other than locked in an appropriate locked compartment or locked out of sight in the boot of a motor vehicle;
- commercial documents and brochures;
- wear and tear, depreciation, vermin, internal mechanical or electrical breakdown, any gradually operating cause (like humidity, cold or heat) any process of cleaning, repair, restoration or alteration;

- damage caused by insects, worms, maggots, rodents or by any parasite;
- bumps, scratches, stains and other deterioration, unless the damaged object has thereby become unfit for the use for which it was intended;
- china, works of sculpture, paintings, art objects and other breakable objects, unless this damage was the consequence of fire, theft or of an Accident of the means of transport used; · loose of natural pearls and precious stones;
- breakage of strings and ripping of skins on musical instruments;
- stamps, coins and similar collections;
- animals;
- *Valuables* (cash, *Money*, post or bank payment orders, travel vouchers, letters of credit or debit).

GENERAL CONDITIONS SPECIFIC TO OPTION 3: YOUR ACCIDENT INSURANCE

These conditions describe the elements that only apply for *Option 3*.

Art. 45. What is insured in 'Death by *Accident*'?

This cover guarantees payment of benefits mentioned in the Benefits Guide, in case of death of the *Insured Person* by *Accident* covered by the *Insurance*, within three years following this *Accident*.

The *Underwriter* pays to the designated *Beneficiary* or, in his/her absence, to the legal heirs, with the exception of the State, the lump sum stipulated in the Benefits Guide.

If, with respect to the same *Accident*, a benefit for permanent disability has already been paid out, it will be deducted from the benefit payable for death. There will be no reclamation of benefit already paid out.

In the event that the body of the *Insured* is not found in the wake of a plane crash, a shipwreck, the destruction of a transport vehicle or the disappearance of an aircraft, a ship or a transport vehicle, if there has been no news of the *Insured*, of other passengers or of crew members within three years following the day of the destruction or disappearance, it will be assumed that the *Insured*

died from the consequences of the *Accident* at the time of the disappearance or destruction.

Art. 46. What is covered in 'disability due to *Accident*'?

This cover guarantees payment of benefits mentioned in the Benefit Guide, in case of permanent disability of the *Insured Person* by *Accident*.

The *Underwriter* shall, by joint agreement between the *Physician* appointed by itself and the *Physician* appointed by the *Insured*, pay a lump sum as stipulated in the Benefits Guide to the *Insured Person*, according to the level of disability determined in accordance with the Official European Scale of Invalidity.

The level of disability is determined from the time of consolidation of the condition of the *Insured Person* and at least following the expiry of a period of 2 years starting from the date of the *Accident*.

No compensation may be granted for a pre-existing disability of the *Insured Person* prior to the *Accident*. Any injuries to limbs and organs that were already deficient shall only receive compensation according to the difference in their condition before and after the *Accident*.

The assessment of any injuries to a limb or organ may not be influenced by the already deficient condition of any other limb or organ.

Art. 47. Important limitations for motorcyclists

Lump sums paid out under this *Module 3* for *Accidental* death and permanent invalidity will be reduced by 50 % in cases of *Accidents* resulting from the use, as a driver of any motor cycle of a capacity greater than 50 cc.

Art. 48. What is not covered relating to *Accident*?

Additional to the general exclusions mentioned in the General conditions common to all *Modules & Options* (Art. 7), there shall be no reimbursement for:

- A pre-existing health condition of the *Insured Person*, unless these circumstances are known and were accepted by the *Underwriter*, as stated in the *Policy Schedule*, or as the result of a prior *Accident* for which the *Underwriter* already paid, or is due to pay benefits;
- Any aggravated consequences of an *Accident* due to a pre-existing condition or any unforeseen *Illness* subsequently contracted,
- Any intentional act carried out by the *Insured Person* such as suicide or attempted suicide, through participation in criminal acts, offences or misdemeanours. However, in case of suicide, laying-out costs, coffin and repatriation of the mortal remains will be reimbursed;
- *Accidents* relating to the use of a power plane, as member of the crew or if during the flight the *Insured Person* carries out a professional activity or any other activity connected with the flight.
- If the *Insured* is under the age of 18, compensation in case of death is limited to EUR 2.500;

- If the *Insured* is over the age of 70, the compensation payable in case of death or disablement is limited to 50% of the insured sum;
- Practice of winter sports or underwater sports. This exclusion shall not apply if the policy states that the "First" version is concluded.

Art. 49. What are the Obligations of the *Insured Person* in case of disability due to an *Accident*?

The *Insured Person* is obliged:

- to seek medical treatment as soon as possible and to do everything that is in his/her power to keep the damage and the consequences of the *Accident* to a minimum;
- to be examined by a medical consultant designated by the *Underwriter*;
- to transfer all necessary particulars to the *Underwriter*; or to the experts designated by it, and not withhold any facts or circumstances that may be relevant to the determination of the extent of Permanent Disability.

GENERAL CONDITIONS SPECIFIC TO OPTION 4: YOUR PRIVATE AND TENANT LIABILITY

These conditions describe the elements that only apply for *Option 4*.

PRIVATE LIABILITY

Art. 50. What and who is covered in Private Liability?

The object of this *Option 1* is to cover the *Insured* against the financial consequences resulting from *Non-Contractual Liability* in private life, incumbent on the local legal prescriptions, for the damage, caused to *Third Parties*.

We do not cover damage caused during a professional activity, unless otherwise mentioned.

We do not regard the following activities as professional activity, unless otherwise mentioned:

- Travelling to and from work or school;
- Travelling for professional trips;
- Student jobs, as long as the student is financially dependent from his parents;
- Volunteer work, even if *You* receive expenses.

By "damage", it should be understood: bodily injury or property damage as well as immaterial damage such as unemployment, loss of profit, deprivation of use or enjoyment, moral damage, lawyers' fees of counterparty, under condition that it arises from

corporal or material damage covered. Immaterial damages not arising from corporal or material damage, and punitive damages, are excluded.

The cover is granted with a maximum insured amount mentioned in the Benefits Guide, per claim and per *Insurance Year*.

Art. 51. Where are *You* covered?

This cover is valid worldwide, unless otherwise mentioned. In US the limits are different.

Art. 52. Extent of the guarantees in time

The guarantee covers the damage that has occurred during the effective period of the *Insurance* AND during a travel *Abroad*, and extends as far as to encompass claims that are introduced after the end of this *Insurance*.

Art. 53. Specific risks and situations

53.1 Real estate and its content:

We insure the damage, for which the *Insured Person* is liable, following the local legislation, and caused by:

1. the building or the part of the building occupied by the *Insured Person* for a temporary stay;
2. a garage for *Your* personal use located at another address during the temporary stay;
3. the gardens, and land, whether or not bordering on the above mentioned building providing their surface does not exceed 1 hectare;
4. providing these are part of the above mentioned buildings or are situated in the above mentioned

gardens: the plantations, the outbuildings and premises, the pathways and the fences, as well as all movable goods fastened by means of permanent attachments, such as antennas;

5. (the part of) the building occupied by the *Insured Person* in a hotel or in a similar lodging house during a temporary or occasional stay;
6. the part of the building temporarily occupied by the *Insured Person* for private purposes in a *Hospital*, Rehabilitation Centre or care establishment;
7. (the part of) the building which does not belong to the *Insured Person* but which is temporarily used by the *Insured Person* on the occasion of a celebration or a private meeting;
8. (the part of) the building which does not belong to the *Insured Person* but which is temporarily used by the *Insured Person* as Student accommodation;
9. the Contents of the real estate mentioned in Points 1 to 8 above.
10. the effects of water originating in or transmitted by real estate or its Content mentioned in Point 1 to 8 above;
11. the bodily injury caused by fire, by an explosion or by smoke arising from fire, originating in or transmitted by the real estate or its content mentioned in Point 1 to 8 above;
12. the material damage caused by fire, by an explosion or by smoke arising from fire, originating in or transmitted by the real estate mentioned in Point 1 to 8 above and its Content;
13. the material damage caused by the effect of water, by fire, by an explosion or by smoke

arising from fire to the real estate mentioned in Points 5 to 8 above and its Contents that do not belong to an *Insured Person*.

53.1.2. Is not insured:

14. the material damage caused by the effect of water, by fire, by an explosion or by smoke arising from fire to the real estate mentioned in point 1 to 4, that do not belong to an *Insured Person*.

We refer to Art. 55 a.f.- Tenant liability, where this is covered.

15. the material damage caused by the effect of water, by fire, by an explosion or by smoke arising from fire to the Content that is property of an *Insured Person*, in real estate mentioned in point 1 to 4.

53.2. Means of transport and travel

We insure the damage for which the *Insured Person* is liable and has caused damage:

- in the course of his/her private travel, among others as: owner, holder or user of non-motorized means of transport (like bicycles kick scooters, skates, wheelchairs...), or e- bikes, e-scooters, e-skates, hover boards and other motorized slow vehicles (like sit-on lawn mowers, motorized toys and wheelchairs) for which a compulsory liability insurance for motor vehicles is not required;
- as a passenger of a vehicle of whatever type;
- as a pedestrian;

- as owner, holder, or user of model aircrafts and other model vehicles, including drones, for which a compulsory liability insurance is not required.
- as owner, holder or user of (sailing) boats with a maximum weight of 200 kg and motor boats with a motor of maximum 10 DIN HP, for which a compulsory liability insurance is not required;
- by taking the wheel of a third person's car because he/she is unable to drive him/herself, either as a result of alcohol intoxication or as a result of a physical injury just sustained. This cover is a cover in *2nd Rank*, after intervention of any other liability or casco insurance.

We do not insure compulsory legal liability for motor vehicles.

53.3. Damage to borrowed goods.

We compensate, up to the amount mentioned in the benefits list per claim, the damage to goods that *You* have borrowed (without any compensation or rent) from *Third Parties* for *Your* own use.

Theft and loss are not covered, nor are goods contractually rented (oral or written) or borrowed in return.

This cover is a cover in *2nd Rank*, after intervention of any other liability or casco insurance.

53.4. Compensation for persons who provide help

We intervene for the damage that *Third Parties* suffer because they try to save *You* or *Your* goods, even if *You* are not liable, provided that they do this free of charge and not professionally.

Payment is always made in *2nd Rank* after exhaustion of any possible compensation from government, social security, other institution or their own insurance.

Art. 54. What is not covered in relation to Private Liability?

Additional to the general exclusions mentioned in the General conditions common to all *Modules & Options*(Art. 7), there shall be no reimbursement for:

- the damage or expenses following cases known – or reasonably should be known – by the *Insured Person* prior to the *Inception Date* of the *Insurance*,
- the liability under a contract or assumed to be under a contract (like Tenant Liability, or equipment hired or borrowed), unless otherwise mentioned;
- the damage which falls under the *Non-contractual civil liability* subject to a legally compulsory insurance;
- all damage arising out of the profession, contractual activity or business of the *Insured*;
- the damage caused by the use of aircraft which belongs to the *Insured Person* or have been taken on rental or are used by him/her;
- the damage caused by the use of sailing boats of more than 200 kg and of motor boats which belong to the *Insured Person* or are taken on rental or used by him/her;
- the damage caused by drones of more than 5kg weight;
- the damage caused by the practice of hunting activities as well as the damage to wild animals;

- the damage for which the *Insured Person* is liable in his/her quality of leader, designated person or organiser of youth movements and the like, as a consequence of the actions of persons for whom he/she is answerable;
- in case of malice, serious culpability or negligence on the part of the *Insured*;
- the damage resulting from an intentional act by the *Insured Person* or resulting from the *Non-contractual personal civil liability* of the *Insured Person* which arises from:
 - a situation where the alcohol content in the blood of the *Insured Person* reaches or exceeds the limit set by local law it, or in a similar situation which is the consequence of the use of products other than alcoholic beverages;
 - participating in scuffles;
- the damage caused to animals, other movable goods and real estate property, which the *Insured Person* has under his/her responsibility, without prejudicing to what has been determined in Art. 50 a.f.;
- the damage caused by lands and by gardens not included in the guarantee of the present *Insurance*;
- the damage caused by horses whether harnessed or not, belonging to the *Insured Person*;
- the damage caused to horses, ponies and donkeys as well as to their harnesses, which the *Insured Person* has rented, borrowed or of which he/she is the depository;
- US/Canada punitive or exemplary damages.

TENANT LIABILITY

Art. 55. What is covered in Tenant liability?

Tenant Liability covers the *Contractual Liability* of the *Insured Person*, towards the owner of the rented dwelling, as well as the rented Content, at the address indicated in the *Personal Certificate* as the *Destination Address*, for damage caused by any of the Insured Perils (Art. 56.) and for the repair costs of accidental damage to underground utility pipes and cables running from the Buildings to the public network. The goods are covered up to the amount specified in the *Personal Certificate*.

Art. 56. What are the Insured Perils relating to Tenant Liability?

This *Insurance* covers the liability of the *Insured* tenant against the following hazards, for which he is considered liable under local legislation, as a result of a fault or negligence on his part or on the part of a permanent member of his household:

- fire;
- explosion;
- lightning strike, induction and overloading as a result of lightning;
- scorching, melting, charring and overheating;
- smoke and soot;
- impact by any vehicle, aircraft crash and other devices or articles dropped thereof;
- natural disaster;
- storm or tempest with a minimum wind velocity of 80 km/h, or more;

- flood caused by bursting or overflowing of water tanks, apparatus or pipes (rainfall, water, steam, fuel and oil);
- caused by any person taking part in a riot or strike, or by any person of malicious intent (vandalism);
- theft or attempted theft by house breaking;
- breaking of glass plates, mirrors and glass windows, TV screens.

56.1. Additional Costs

Following additional costs will be compensated, as far as necessary, and not exceeding 100% of the Sum Insured, in case the *Insured Person* is legally responsible:

- costs for fire brigade, rescue, salvation;
- costs for demolition and clean up, necessary for reconstruction or recomposition of the Insured goods;
- costs for repair of gardens bordering on the above mentioned building and damaged by the rescue and salvation activities;
- costs for a personal expert to determine the damage caused to the insured goods, not exceeding 5% of the amount of the damage (VAT included).
- recovery claim for material damage from *Third Parties*.

Following additional costs, will be compensated, as long as necessary, and not exceeding 10% of the Sum Insured:

- additional costs for alternative Accommodation necessarily incurred by the *Insured Person* as occupier;
- rent, up to twelve months, for which the *Insured Person* is liable as occupier, if the buildings are rendered uninhabitable by any of the insured Peril.

Art. 57. What is not covered relating to Tenant Liability?

In addition to the general exclusions mentioned in the General Conditions common to all *Modules & Options* (Art. 7), there will be no reimbursement for damage or expenses concerning:

- wear and tear, depreciation, vermin, internal mechanical or electrical breakdown, any gradually operating cause (like humidity, cold or heat), rusting, any process of cleaning, repair, restoration or alteration;
- damage caused by insects, worms, maggots, rodents or by any parasite.
- *Valuables* (cash, *Money*, post or bank payment orders, travel vouchers, letters of credit or debit);
- US/Canada punitive or exemplary damages.

Art. 58. How will Damage be compensated?

The following values will be used as the basis for the calculation of the compensation:

- the actual value for buildings and rented furniture;

- the market value for objects that cannot be replaced by new ones of the same type and quality;
- the repair cost for damaged objects which are reasonably susceptible of being repaired.

By "actual value", it should be understood the value of the object at the moment the damage occurred.

By "market value", it should be understood the market price for the sale of the objects in the state the objects were in immediately before the damage.

GENERAL TO PRIVATE AND TENANT LIABILITY

Art. 59. What are the Obligations of the *Insured Person* in relation to Liability?

The *Insured Person* shall give to the *Underwriters* immediate notice in writing, with full particulars,

- of the happening of any occurrence likely to give rise to a claim under this *Insurance*,
- of the receipt by the *Insured Person* of notice of any claim;
- and of the institution of any proceedings against the *Insured Person*.
- any documents that the *Underwriter* requests and which are related to the insured event.

The *Insured Person* shall be obliged to:

- Transmit all documents necessary for the administration and all judicial and extrajudicial instruments concerning the damage to the *Underwriter* immediately after their notification, legal notice or handing over to the *Insured Person*,
- Appear at the hearings of the tribunal and submit himself (herself) to the requirements of the enquiry decided by the tribunal.

In case the *Insured Person* does not comply with the above mentioned obligations, he/she shall compensate the *Underwriter* for any damage suffered by the *Underwriter*.

The *Insured Person* shall not admit liability, nor offer or agree to settle any claim without the written consent of the *Underwriter*, who shall be entitled to take over and conduct in the name of the *Insured*

Person the defence of any claim, and to prosecute in the *Insured Person's* name, for *Underwriters'* benefit, any claim for indemnity or damages or otherwise against any *Third Party*, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The *Insured* shall give to the *Underwriter* such information and assistance as the *Underwriter* may reasonably require.

If the *Insured Person* shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this *Insurance* shall become void and all claim hereunder shall be forfeited.

Art. 60. Conduct of the dispute

From the moment the *Underwriter* is obliged to provide coverage and in so far as it has been appealed to, it shall support the *Insured Person* within the limits of the coverage. With respect to civil rights interests and in so far as the interests of the *Underwriter* coincide with those of the *Insured Person*, the *Underwriter* has the right to conduct all the negotiations with the injured party and the civil lawsuit. The *Underwriter* can make amends for the injury if there are any grounds for doing so.

These interventions of the *Underwriter* do not imply any recognition of liability on the part of the *Insured Person* and they must not cause him/her any prejudice. The *Underwriter* pays for the costs of the civil defence of the *Insured Person*. The final damage compensation or the refusal to

compensate shall be communicated to the *Insured Person* as quickly as possible.

Art. 61. Intervention in the administration of justice

- A sentence can only be objected to the *Underwriter*, to the *Insured Person* or to the injured party if they were parties in the lawsuit or if they have been called in the case. Nevertheless the sentence which has been pronounced in a lawsuit between the injured party and the *Insured Person* can be objected to the *Underwriter* if it is established that the *Underwriter* itself in fact took control of the conduct of the lawsuit.
- When the lawsuit is introduced against the *Insured Person* by the criminal court, the *Underwriter* can be implicated in the case by the injured party or by the *Insured Person* and the *Underwriter* can intervene voluntarily, under the same conditions as if the claim had been brought before a civil court, but the criminal court cannot pronounce a judgement upon the rights which the *Underwriter* can put forward against the *Insured Person* or the *Customer*.
- The *Underwriter* and the *Insured Person* can each intervene voluntarily in a lawsuit that has been brought by the injured party against the *Insured Person* or against the *Underwriter* alone.
- The *Underwriter* can call upon the *Insured Person* in the lawsuit that is undertaken against it by the injured party. The *Insured Person* can call upon the *Underwriter* in the lawsuit that has

been brought against him/her by the injured party.

- The *Customer*, who is not the *Insured Person*, can voluntarily intervene or be called in the lawsuit which has been brought against the *Underwriter* or against the *Insured Person*.

Art. 62. Personal right of the injured party

The *Third Party* who has experienced some damage or injury, caused by the *Insured Person* has a personal right against the *Underwriter*, if the *Insured Person* has not taken action towards the *Underwriter*. The compensation for damages owed by the *Underwriter* is due to the *Third Party* or to his *Beneficiaries*, to the exclusion of the other creditors of the *Insured Person*.

Art. 63. Payment of compensation for damages

The maximum amounts per case of damage, which the *Underwriter* can be obliged to pay, are determined by the amounts indicated in the Benefits Guide for each guarantee. All the damages, which can be attributed to one single event causing damages, constitute one and the same case of damage.

WHAT TO DO IF YOU NEED TO CLAIM

Please use the office hours contact details for all Your claims and enquiries so as not to tie up the Alarm Centre with non-urgent requests. We strive to reply to all queries within 48 hours.

E-mail: claims@expatinsurance.eu

(office hours GMT +1)

Tel: +32 (0)2 463 0404 (office hours GMT +1)

To get reimbursed for other (medical) expenses, We kindly ask You to complete and send the according claim form to:

Expat & Co, Claims Dept.

Assesteenweg 65

1740 Ternat, BELGIUM

together with the ORIGINAL bills (no scans, no copies). All claim forms can be found on Our website under 'claims'.

Please also note: travel tickets in case of an early return or repatriation must be bought with Underwriter's or Alarm Centre's pre-approval. You may run the risk of not being fully reimbursed if You buy the tickets first.

IN CASE OF AN EMERGENCY

If You find Yourself needing to claim urgent assistance, or if You are Hospitalized, call or e-mail the Alarm Centre for immediate support.

Tel: +32 (0)2 669 0880 (24/7)

E-mail: help@expatinsurance.eu (24/7)

or: claims@expatinsurance.eu

(office hours GMT +1)

Tel: +32 (0)2 463 0404 (office hours GMT +1)