



**EXPAT & CO**

smart insurances

## **Europat Insurance**

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

**Benefits Guide**

# EUROPAT INSURANCE

## Benefits Guide

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

### MODULE 1 – YOUR HEALTH

#### Who is eligible?

As long as *You* are affiliated at RCAM/JSIS (social security for EU-Officials) and are sound of mind and able-bodied at the inception date of the policy, anyone under the age of 70 is eligible for coverage. The policy can be taken out for life.

#### Where are *You* covered?

Zone 1: EEA+CH

Zone 2: Worldwide, excl. Canada, Hong Kong and USA

Zone 3: Worldwide, excl. USA

Zone 4: Worldwide

#### How should I understand these limits (in Module 1 – Your Health)?

All limits stated are the combination of Social Security reimbursement (RCAM/JSIS) + Our reimbursement, except when explicitly mentioned otherwise.

Example: Limit of 1.000 €

Top-up reimbursement: 800 € (by RCAM/JSIS) + 200 € (Expat & Co)

Full cover reimbursement: 0 € (NO RCAM/JSIS) + 1.000 € (Expat & Co)

As RCAM/JSIS doesn't want to share information with private insurers, we cannot provide third party payment.

#### Family subscription in Module 1

All family member should have the same subscription (same versions, same covers, same deductibles).

#### Newborns

Newborns can be insured without medical questionnaire and irrespective of any congenital disorders, as long as they have been presented to the Underwriter for insurance within 30 days after birth.

### Chameleon concept

This Europat Insurance is part of the broader Chameleon Concept of Expat & Co),

The Chameleon plan is a flexible adaptable plan that offers the insured person a lifelong continuity, thanks to 3 possible settings that depend on your Social Security system.

- Full Cover (no Social Security, or a care-in-kind system)
- Top-Up (Social Security with reimbursement system)
- Sleeper (when local insurance is compulsory, or when you have to join an employer's plan).

You can change the setting if your social security (RCAM/JSIS) would change in another Social Security (in other Social securities the conditions of this policy will change into the conditions of our Expat Insurance [https://www.expatinsurance.eu/sites/default/files/Expat-Insurance\\_Benefits-guide-and-Policy-Conditions.pdf](https://www.expatinsurance.eu/sites/default/files/Expat-Insurance_Benefits-guide-and-Policy-Conditions.pdf) ).

So by only changing the settings, and remaining in the policy, you will never have to go through a medical underwriting process again because of a change of insurance. This means that, thanks to the Chameleon principle, you enjoy peace of mind and lifelong continuity.

## MODULE 1 – YOUR HEALTH

### CORE PLAN - INPATIENT AND DAY-PATIENT TREATMENT

Maximum covers per person per annum

	RCAM/JSIS + EUROPAT
The Core Plan will reimburse in full, but will never exceed the overall limit of or following specific limits <i>per person per year</i>	€ 2.000.000
<ul style="list-style-type: none"> <li>• Hospital expenses (Accommodation, Specialist fees)               <ul style="list-style-type: none"> <li>○ semi-private room</li> <li>○ private room (no suites)</li> </ul> </li> </ul>	100% * 100% *
• Other Hospital expenses (operation theatre, intensive care room, diagnostic tests, use of appliances, nursing charges, medication, bandages)	100%
• Bone marrow, tissue and organ transplant, up to	€ 200.000
• Reconstructive surgery following an Accident or following surgery for an eligible medical condition	100%
• Protheses, artificial limbs, corrective devices and medical appliances which are medically required as a permanent part of the body	100%
• Pregnancy & Childbirth, incl. maternity care → subject to a waiting period of	10months
<ul style="list-style-type: none"> <li>○ <b>Normal pregnancy &amp; childbirth</b></li> <li>○ <b>Complicated pregnancy &amp; childbirth</b> <i>Elective caesarean will be reimbursed at the cost of a normal delivery.</i></li> <li>○ <b>1 Polysomnographic registration</b> (sudden infant death test) in first 6 months</li> </ul>	100% 100% 100%
• Sterilisation for medical reason	100%
• Abortion after rape (reported at police station)	100%
• Physiotherapy during Hospital stay	100%
• Medically prescribed ambulatory physical rehabilitation following an Inpatient Treatment, in a Rehabilitation Centre, up to	€ 5.000
• Psychiatric treatment in an open Hospital	€ 20.000
• Palliative care (if on a Hospital bill), max. of .... days/lifetime	60 days
• Mortuary (if on a Hospital bill)	100%
• Accommodation expenses for 1 parent accompanying a minor child If Accommodation at hotel, max. 30 days, limited per day	100% € 150
• Urgent Transportation by ambulance	100%
• Urgent Transportation by helicopter from place of incident to Hospital	100%
• Pre- / Post Hospital treatment and examinations during (in days)	100% 60/120 days

• Nursing at Home or in a Convalescent Home, up to up to max. ... days	€ 5.000 60
• Necessary Outpatient Cancer treatment and Kidney dialysis	100%
• Yearly medical check-up (general examination, cervix-, breast- and prostate cancer test) → subject to a waiting period of	100%/20% ** 12 months
• <b>Necessary vaccinations for travel</b> → subject to a waiting period of	100% 3 months

#### Medical emergency expenses outside Area of Cover

• During travel of max .... days/year:	90 days
• Accidents or Acute Illnesses occurring during the stay outside the Area of Cover	Covered
• Planned doctor visits or Hospital admissions outside the Area of Cover	Not covered
• Medical follow-up expenses after Repatriation/Evacuation outside the Area of Cover	Covered

\* may include telephone connection (not call costs) and rental of TV set (not movies).

\*\* top-up to 100% cover, if no reimbursement by RCAM/ISIS then max. 20% cover

OPTIONS Health:

OPTION 1 - OUTPATIENT TREATMENT

Maximum covers per person per annum

	RCAM/JSIS + EUROPAT
With an overall limit <b>per person per year</b> of	<b>€ 25.000</b>
<ul style="list-style-type: none"> <li>• General Practitioners &amp; Specialists fees</li> </ul>	100%
<ul style="list-style-type: none"> <li>• Examinations (analysis, X-Rays, scans, lab tests...) Nutritionist lab tests limited to</li> </ul>	100% € 500/yr
<ul style="list-style-type: none"> <li>• Outpatient pregnancy costs (controls &amp; tests)</li> </ul>	12 controls, 6 echo's.
<ul style="list-style-type: none"> <li>• Pre/Postnatal exercises, per pregnancy up to → subject to a waiting period of</li> </ul>	100%/20%** 10 months
<ul style="list-style-type: none"> <li>• Infertility treatment (overall limit per lifetime and limited to persons under the age of 40) OR: In case of proven infertility of one of both partners, following sum can be used, once per policy lifetime, for an official Adoption through authorized institutions → subject of Underwriter's pre-approval → both partners have to be insured in this policy → subject to a waiting period of</li> </ul>	100%/0% ***  € 10.000  24 months
<ul style="list-style-type: none"> <li>• <b>Prescribed</b> physiotherapy (no sport or wellness massage) → more after Underwriter's pre-approval</li> </ul>	20 sessions
<ul style="list-style-type: none"> <li>• <b>Prescribed</b> Psychotherapy (NLP &amp; EMDR) after traumatic experience occurred during insurance period → subject to pre-authorization of the Underwriter</li> </ul>	100%
<ul style="list-style-type: none"> <li>• Other Psychiatric care, <b>prescribed</b> psychotherapy, and NLP/EMDR therapy up to</li> </ul>	100%/20% ** 20 sessions
<ul style="list-style-type: none"> <li>• Nutritionist guide, <b>Prescribed</b> Dietary guidance, Speech therapy, Stress Counselling: per person per year up to → subject to pre-authorization of the Underwriter</li> </ul>	100%/20% **
<ul style="list-style-type: none"> <li>• Acupuncture, chiropractic, homeopathy, osteopathy, up to  → more after underwriter's approval</li> </ul>	100%/20% ** 10 sessions
<ul style="list-style-type: none"> <li>• <b>Prescribed</b> herbal and homeopathic medication, up to</li> </ul>	100%/20% **
<ul style="list-style-type: none"> <li>• Vaccinations (see Art. 17.11)</li> </ul>	100%
<ul style="list-style-type: none"> <li>• <b>Prescription</b> medication (medication free available without prescription is not covered)</li> </ul>	100%/20% **
<ul style="list-style-type: none"> <li>• Plasters, bandages, slings for covered Accident or Illness</li> </ul>	100%
<ul style="list-style-type: none"> <li>• <b>Prescribed</b> arch supports (max. 1 pair/year)</li> </ul>	100%/20% **

<ul style="list-style-type: none"> <li>• <b>Rent</b> of medical appliances for covered Accident or Illness (e.g. wheelchairs, crutches...) up to a maximum of</li> </ul>	100% € 3.000
--	-----------------

\*\* top-up to 100% cover, if no reimbursement by RCAM/JSIS then max. 20% cover

\*\*\* top-up to 100% cover, if no reimbursement by RCAM/JSIS then no cover

**OPTION 2 – DENTAL TREATMENT, OPTICAL & HEARING AIDS**

Maximum covers per person per annum

DENTAL TREATMENT	RCAM/JSIS + EUROPAT
<ul style="list-style-type: none"> <li>Routine check-up and cleaning, up to max. visits</li> </ul>	5 x RCAM, max.€ 1.500 **** twice a year
<ul style="list-style-type: none"> <li>Emergency pain stilling dental treatment (e.g. fillings, fixing broken teeth, a root canal treatment) → If no routine check-up and cleaning is done in last 12 months</li> </ul>	100% 75%
<ul style="list-style-type: none"> <li>Dental Outpatient surgery</li> </ul>	5 x RCAM, max. € 1.500
<ul style="list-style-type: none"> <li>Special Dental treatment, → subject to pre-approval of the Underwriter → subject to a waiting period → Orthodontics limited to minors, or after deforming Accident or Disease → Implants limited to (overall limit per lifetime)</li> </ul>	5 x RCAM, max. € 5.000 **** 12 months Covered 8 (4 upper, 4 lower jaw)
With an overall annual limit <b>per person per year</b> for dental care (all included)	<b>€ 5.500</b>

OPTICAL AIDS	RCAM/JSIS + EUROPAT
<ul style="list-style-type: none"> <li>Prescription glasses or contact lenses → First time to wear optical aids, or in case change of dioptre, always on prescription of an ophthalmologist or optometrist</li> </ul>	100%/20% ** € 250 /year
<ul style="list-style-type: none"> <li>Frame (max. 1 per 3 years) up to a max. of → Subject to waiting period of</li> </ul>	€ 300 12 months

HEARING AIDS	RCAM/JSIS + EUROPAT
<ul style="list-style-type: none"> <li>Prescribed hearing aids (max. 1 appliance/ear every 3 years), up to a max. of</li> </ul>	100%, max. € 1.500
<ul style="list-style-type: none"> <li>→ Subject to waiting period of</li> </ul>	12 months

\*\* top-up to 100% cover, if no reimbursement by RCAM/JSIS then max. 20% cover

\*\*\* top-up to 100% cover, if no reimbursement by RCAM/JSIS then no cover

\*\*\*\* top- up to 5 times the reimbursement of RCAM, with an absolute max./year as mentioned above

## MODULE 2. YOUR ASSISTANCE

**EUROPAT ASSISTANCE** offers You the following benefits,

in the Country of New Destination and the Country of Social Security (where You live and/or work), however never exceeding following limits:	EUROPAT
<ul style="list-style-type: none"> <li>• 24 h medical information and assistance               <ul style="list-style-type: none"> <li>○ diverse information concerning medical services</li> <li>○ 2nd opinion of Company's consulting physician</li> </ul> </li> </ul>	<p>Covered Covered</p>
<ul style="list-style-type: none"> <li>• Assistance in case of all Hospital admittances:               <ul style="list-style-type: none"> <li>○ Administrative assistance (3rd party payment)</li> <li>○ Booking of Hospital room</li> </ul> </li> </ul>	<p>Covered Covered</p>
<ul style="list-style-type: none"> <li>• Assistance in case of unexpected medical incident               <ul style="list-style-type: none"> <li>○ Sending a physician or medical team</li> <li>○ Forwarding urgent messages</li> <li>○ Evacuation to more appropriate place of treatment + return trip</li> </ul> </li> </ul>	<p>Covered Covered Covered Covered</p>
<ul style="list-style-type: none"> <li>• Assistance in case of decease:               <ul style="list-style-type: none"> <li>○ Transport of remains to mortuary</li> <li>○ Administrative assistance</li> </ul> </li> </ul>	<p>Covered Covered</p>
<ul style="list-style-type: none"> <li>• Post-mortem treatment + Repatriation of remains Cost of coffin limited to</li> </ul>	<p>Covered € 1.250</p>
<ul style="list-style-type: none"> <li>• Repatriation of insured family members after Repatriation of Insured Person</li> </ul>	<p>Covered</p>
<ul style="list-style-type: none"> <li>• Repatriation of insured family members after major damage to the residence</li> </ul>	<p>Covered</p>
<ul style="list-style-type: none"> <li>• Repatriation in case of natural disaster, political instability and/or terrorist attack</li> </ul>	<p>Covered</p>
<ul style="list-style-type: none"> <li>• Search &amp; rescue of a minor child, up to</li> </ul>	<p>€ 5.000</p>
<ul style="list-style-type: none"> <li>• Travel and Accommodation expenses (incl. return ticket), up to for:               <ul style="list-style-type: none"> <li>○ the Insured Persons in case of death or Critical Medical Condition of a close relative in the Home Country</li> <li>○ 1 close relative in case the Insured Person is Hospitalised in a Critical Medical Condition, outside the Home Country</li> <li>○ 1 person when escorting an evacuated Insured Person</li> <li>○ 1 Insured Person in case of major damage to a real estate property in the Home Country. Accommodation expenses limited per person per day, up to</li> </ul> </li> </ul>	<p>€ 7.500 Covered Covered Covered Covered € 150</p>

TRAVEL ASSISTANCE offers You the following benefits,

outside the Country of New Destination or Country of Social security (during Private and Business Travel), however never exceeding following limits:	EUROPAT
• Referral service concerning Hospitals / doctors Abroad	Covered
• Search & rescue, up to	€ 5.000
• Repatriation in case of a medical incident	Covered
• Post-mortem treatment and Repatriation of mortal remains Cost of coffin limited to	Covered € 1.250
• Taking care and Repatriation of other Insured Persons	Covered
• Sending essential medication / medical appliances / urgent messages	Covered
• Assistance in case of breaking, loss or theft of prosthesis	Covered
• Assistance in case of loss/theft of Travel Documents, cheques, payment cards Travel costs to embassy limited to	Covered € 150
• Cash advance, up to	€ 1.250
• Advance of penal bail, up to	€ 25.000
• Advance of solicitor fees, up to	€ 2.500
• Linguistic assistance	Covered
• Travel and Accommodation expenses, up to	€ 7.500
for:	
○ the Insured Person in case of death or serious Illness of a close relative in the Home Country	Covered
○ the Insured Person in case of death or serious Illness of a managing partner of the Insured Person;	Covered
○ 1 close relative in case the Insured Person is Hospitalised in a Critical Medical Condition, covered by this policy.	Covered
○ 1 person when escorting an evacuated Insured Person.	Covered
○ 1 Insured Person in case of an important damage to property in the Home or New Destination Country.	Covered
○ travel delay of more than 12 hours, up to	2 nights or substitute car (€ 300)
○ extended stay due to Illness/Accident	5 nights
○ extended stay other Insured Persons, due to Illness of insured	5 nights
<b>Accommodation expenses limited per person per day, up to</b>	€ 75 € 150

• Repatriation of Baggage	Covered
• Baggage theft, loss or delay: purchase of strictly necessary clothing items and toiletries:	
a. In the event of delay of at least 8 hours	€ 150
b. In the event of loss, theft or delay of more than 48 hours (incl. a.):	€ 250
• Pro rata reimbursement of non-used lift pass OR Rent of skis following loss/theft	€ 125
• Pro rata reimbursement of non-used lift pass following medical incident	€ 125
→ Max. period of cover per trip is (in consecutive days)	90 days

## OPTIONS: ASSISTANCE

### OPTION 1 - TRAVEL CANCELLATION / INTERRUPTION

	<b>EUROPAT</b>
• Reimbursements will not exceed the overall limit of (per person per journey)	€ 3.000
• Cancellation	Covered
• Interruption	Covered
• Help in finding hotel, in case of overbooked or cancelled flight, or denied boarding	Covered
→ Deductible per event	€ 100
→ Max. period of cover per travel is (in consecutive days)	90 days
<b>→ Overall Annual limit per person (all included)</b>	<b>€ 5.000</b>

## MODULE 3. YOUR PERSONAL PROTECTION

This guarantee will pay a **single lump sum** in case of any of the mentioned incidents.

In case of Disability and Help of a Third, this guarantee will pay a percentage of the single lump sum according to the grade of invalidity.

### Maximum Insurable lump sum

per person during the whole insurance period

	WORKING PERSONS ONLY	ALL OTHER PERSONS
<b>OPTION 1 - DEATH BY ACCIDENT</b>	(max. 20 x Gross Annual Income) <b>max. € 1.000.000</b>	<b>max. € 250.000</b>
<b>OPTION 2 - DEATH BY ILLNESS OR PREGNANCY COMPLICATION</b>	(max. 20 x Gross Annual Income) <b>max. € 1.000.000</b>	<b>max. € 250.000</b>
<b>There are 3 possible forms of death cover :</b>		
Max. Insurable lump sum per person		
• <b>Fixed Sum</b> Insurance	<b>max. € 1.000.000</b>	<b>max. € 250.000</b>
• <b>Mortgage</b> Insurance (capital decreasing according to amortisation plan p.a.)	<b>max. € 500.000</b>	<b>max. € 250.000</b>
• <b>Milestone</b> Insurance (only for persons below 40 years of age at moment of conclusion)		
○ A. Single	max. € 150.000	-
○ A. Marriage (Couple double Income)	max. € 150.000	-
○ A. Marriage (Couple single Income)	max. € 300.000	-
○ B. Children (Birth of first child till end of studies last child: accumulation to the current situation under A.)	max. + € 200.000	-
○ C. Mortgage (accumulation to the current situation under A and B → no accumulation with the normal mortgage insurance possible	max. € 300.000	-
Absolute max. insured sum under the Milestone Insurance	<b>max. 500.000</b>	-
Absolute max. insured sum all forms combined	max. 20 x annual salary <b>max. 1.000.000 €</b>	<b>max. €250.000</b>
All death cover include Assistance insurance:		
Post-mortem treatment + repatriation of remains	full reimbursement	full reimbursement
Cost of zinc coffin limited to	€ 1.250	€ 1.250
Cost of Mortuary limited to	€ 2.500	€ 2.500

Maximum Insurable lump sum

per person during the whole insurance period

<b>OPTION 3 - DISABILITY BY ACCIDENT</b> (max. 20 x Gross Annual Income)	<b>WORKING PERSONS ONLY</b>	<b>ALL OTHER PERSONS</b>
<ul style="list-style-type: none"> <li>3.a. Temporary Disability by Accident (after passing qualifying period, during max. 2 years) (all reimbursements together, incl. Soc. Sec., Occupational accident, ...max. 90% of Gross Income)</li> </ul>	€ 10.000/month	-
<ul style="list-style-type: none"> <li>3.b. Permanent Disability by Accident (after consolidation or max. 2 years )</li> <li>3.c. If help needed of a Third Person</li> </ul>	€ 1.000.000 € 100.000	€ 300.000 -
<b>Type of Disability covered</b>	Physical	Physical
<b>Degree of Disability</b>	<b>Pay-out</b>	<b>Pay-out</b>
1-66%	1-66%	1-66%
67-100%	100%	100%
<b>Qualifying Period</b>	8 days	730 days

<b>OPTION 4 - DISABILITY BY ILLNESS OR PREGNANCY COMPLICATIONS</b> (max. 20 x Gross Annual Income)	<b>WORKING PERSONS ONLY</b>	<b>ALL OTHER PERSONS</b>
→ Complicated pregnancy subject to a waiting period of 10 months after start date of the policy		
<ul style="list-style-type: none"> <li>4.a. Temporary Disability (after passing the qualifying period, during max. 2 years)</li> </ul>	€ 5.000/month (max. 80% of Gross Income – Soc. Sec.)	-
<ul style="list-style-type: none"> <li>4.b. Permanent Disability following an Illness or Pregnancy Complication (after consolidation or max. 2 years)</li> </ul>	€ 1.000.000	€ 300.000
<b>Type of Disability covered</b>	Physical	Physical
<b>Degree of Disability</b>	<b>Pay-out</b>	<b>Pay-out</b>
<ul style="list-style-type: none"> <li>1-24/32%</li> <li>25/33-66%</li> <li>67-100%</li> </ul>	0% 25-66% 100%	0% 33-66% 100%
<b>Qualifying Period</b>	choice between 30 and 730 days	730 days

## MODULE 3. YOUR PERSONAL PROTECTION

### Who is eligible?

As long as *you have a European link* and are sound of mind and able-bodied at the inception date of the policy, anyone under the age of 60 is eligible for accident coverage, and 56 for illness cover. The insurance ends automatically on the first Renewal date after the 65<sup>th</sup> birthday for accident coverage, and 60 for illness cover. The Milestone insurance is limited to individuals below 40.

### Choice of qualifying periods in case of temporary disability due to illness:

- working persons: 30, 60, 90, 120, 180, 365, 730 days

### Personnel categories:

- Cat. 1 office work
- Cat. 2 mixed work (office work + working on yards, building sites, or in factories), representatives on the road
- Cat. 3 physical work, working with machinery – air crew
- Cat. 4 *[= contact Underwriter !!]* ship's crew, working on level differences > 4m, extreme heat/cold, and other dangerous occupations

### Insured events: 24h cover

Dangerous activities such as motorcycling (under the age of 25) or dangerous sports are excluded, unless otherwise stated.

### Medical underwriting is necessary for all death and disability by illness insurance.

However, in the Milestone insurance, when reaching one of the milestones you can, within 30 days, increase the insured sum with the planned increase without medical underwriting.

### Death cover: Death insurance can be in the form of a **fixed capital** for the entire term, in the form of **mortgage insurance** decreasing every year, or in the form of **Milestone insurance**.

In case of Milestone insurance, the insured may increase the capital upon the realisation of a Milestone, without a new medical underwriting procedure. The medical underwriting for the total capital (including planned increases) has to be done at the start of the policy. The following Milestones are possible:

- marriage (in the event of an actual or legal divorce, the capital is returned to its original value)
- birth/adoption of 1st child: (when the last child leaves the parental home, the capital is returned to the original value)

## MODULE 4. YOUR INCOME PROTECTION

This guarantee will pay a **pension (\*)** in case of any of the mentioned incidents, according to the grade of invalidity.  
This guarantee cannot be combined with Model 3 Disability cover.

### Maximum Insurable pension

per person during the whole insurance period

DISABILITY BY ACCIDENT, ILLNESS OR PREGNANCY COMPLICATION	WORKING PERSONS ONLY
This pension + Social Security and other allowances combined can never be higher as the last 12 months Gross Income (**).	
Maximum insurable pension based on income: If you cannot prove the last 12 months income (eg. starters) the max. insurable pension is	80% of Annual Gross Income (**) 25.000 €/year.
Maximum insurable pension based on age:	
18-24 years:	30.000 €/year
25-29 years:	35.000 €/year
30-34 years:	40.000 €/year
35-39 years:	45.000 €/year
40-44 years:	50.000 €/year
45-49 years:	60.000 €/year
50-55 years:	75.000 €/year
55+	100.000 €/year
<b>Type of Disability covered</b> (we pay highest of both)	
• Economic Disability	Covered
• Physical Disability	Covered
<b>Degree of Disability</b>	<b>Pay-out</b>
• 1-24%	0 %
• 25-66%	25-66 %
• 67-100%	100%
<b>Qualifying Period</b>	choice between 30 - 730 days

[\* **Pension pay-out:** The pension will be paid for 2 years. After 2 years the pension will be recalculated in a one-off capital to be paid out with a discount of 2%/year.]

[\*\* **Annual gross income always without bonuses and allowances]**

## MODULE 4. YOUR INCOME PROTECTION

### Eligibility, start and end of the policy.

As long as *You have a European link* and are sound of mind and able-bodied at the Inception date of the policy, anyone under the age of 56 is eligible. The cover ends automatically on the first Renewal date after the 60<sup>th</sup> birthday of the insured.

If disabled before 60, cover will continue until retirement age (max. 65), without further premium payment.

### Personnel categories:

- Cat. 1 office work
- Cat. 2 mixed work (office work + working on yards, building sites, or in factories), representatives on the road
- Cat. 3 physical work, working with machinery – air crew
- Cat. 4 *(= contact Underwriter !!)* ship's crew, working on level differences > 4m, extreme heat/cold, and other dangerous occupations

### Choice of qualifying periods in case of temporary disability due to illness:

- working persons: 30, 60, 90, 120, 180, 365, 730 days

**Medical underwriting** is necessary for disability insurance.

### Insured events: 24h cover

Dangerous activities such as motorcycling (under the age of 25) or dangerous sports are excluded, unless otherwise stated.

## MODULE 5. YOUR PERSONAL BELONGINGS ON THE MOVE

This guarantee will pay for damage to Your insured goods.

### GOODS AT NEW DESTINATION ADDRESS

OPTION 1 – CONTENT AND HOUSEHOLD EFFECTS	insured sum
<p>Damage due to:</p> <ul style="list-style-type: none"><li>• Fire, explosion;</li><li>• lightning strike, induction and overloading as a result of lightning;</li><li>• electricity damage to appliances due to over/undervoltage on the power grid;</li><li>• natural disaster;</li><li>• scorching, melting, charring and overheating;</li><li>• smoke and soot;</li><li>• impact by any vehicle, aircraft crash and other devices or articles dropped thereof;</li><li>• storm or tempest with a wind velocity of 80 km/h;</li><li>• flood caused by bursting or overflowing of water tanks, apparatus or pipes (rainfall, water, steam, fuel and oil);</li><li>• caused by any person taking part in a riot or strike, or by any person of malicious intent</li><li>• robbery, theft or attempted theft by house breaking;</li><li>• defrosting of frozen goods due to the above mentioned hazards;</li><li>• breaking of glass plates (as part of furniture and mirrors) and TV screens;</li><li>• removal by a professional mover (max. 90 days of transport/storage risk, in 2nd rank after intervention of the professional liability insurance of the mover).</li></ul>	
→ Deductible per incident	€ 200

## GOODS WORLDWIDE

<b>OPTION 2 - ALL RISK PERSONAL VALUABLES</b>	insured sum
→ Deductible per incident (for content and All risk combined if damaged in the same incident)	€ 200

### Regarding Option 2:

To insure valuable objects in Option 2, we need UPFRONT following proofs of property: invoice or expert valuation, pictures, serial numbers, any other specifications ..;

<b>OPTION 3 - BAGGAGE INSURANCE (always in 2<sup>nd</sup> rank after the transport company)</b>	
Reimbursements in Baggage insurance will not exceed the overall limit of or following specific limits per object, per person, per incident	€ 2.000
For all travels:	
• Audio-visual and computer equipment, incl. software	€ 1.000
• Mobile phones, electronic diaries	€ 500
• Photo and film cameras	€ 750
• Jewellery and watches	€ 500
• Sports equipment	€ 250
• Musical instruments	€ 250
• Objects purchased during travel	€ 250
• Travel Documents	YES
→ Deductible per incident	€ 100
→ Max. period of cover per travel is (in consecutive days)	90
→ Maximum number of claims per policy year	3

### Where is Module 5 valid?

This insurance is placed with a European insurer, which can be a non-admitted insurer in some countries outside Europe.  
This insurance is not valid in US, except for Baggage.

## MODULE 6. YOUR LIABILITY & LEGAL ASSISTANCE

This Guarantee will pay for damage to Third Parties or give legal assistance for damage by Third Parties. Furthermore, this Module will **not be available for US-based companies/organizations**.

The Liability insurance will reimburse in full, but will never exceed the Overall annual limit of or following specific limits <i>per person per claim</i>	<b>€ 10.000.000</b>
<b>OPTION 1 – NON-CONTRACTUAL LIABILITY IN YOUR PRIVATE LIFE</b>	
Reimbursements worldwide (excl. USA) will not exceed the limit of	<b>€ 10.000.000</b>
<ul style="list-style-type: none"> <li>• Bodily injuries</li> <li>• Material damage</li> <li>• Consequential immaterial damage resulting from covered bodily injuries or material damage</li> <li>• Dam age to Borrowed goods</li> <li>• Compensation for persons who provide help</li> </ul>	<ul style="list-style-type: none"> <li>€ 10.000.000</li> <li>€ 1.000.000</li> <li>€ 1.000.000</li> <li>€ 2.500</li> <li>€ 25.000</li> </ul>
Reimbursements in USA will never exceed (all included) the overall limit of	<b>€ 1.500.000</b>
<ul style="list-style-type: none"> <li>• Bodily injuries</li> <li>• Material damage</li> <li>• Consequential immaterial damage resulting from covered bodily injuries or material damage</li> </ul>	<ul style="list-style-type: none"> <li>€ 1.000.000</li> <li>€ 500.000</li> <li>€ 500.000</li> </ul>
<b>OPTION 2 – TENANT LIABILITY</b> (contractual liability for same perils as Content + breaking of glass windows)	
	insured sum
<b>OBLIGATORY PART TO OPTION 1 AND 2 – LEGAL ASSISTANCE</b>	
Worldwide (excl. USA):	<b>€ 125.000</b>
USA:	<b>€ 25.000</b>
→ Deductible per claim (liability and legal assistance combined):	€ 200

This module cannot be taken separately. It must always be combined with another module.

## GLOSSARY & POLICY CONDITIONS

### GLOSSARY

This glossary is a guide to *Your* understanding of some 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), the *Policy Schedule* and *Personal Certificate* 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, *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*, *start date*, insurance period, premium, *Deductible*, 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* which can be taken separately, or combined.

Every *Module* handles a different branch of *Insurance*.

Per *Module* there can be compulsory covers and optional covers. *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 are 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. 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.

#### 7. INSURED PERSON/YOU/YOUR

All persons listed in the *Personal Certificates* as being an *Insured Person*.

#### 8. BENEFICIARY

The person listed in the *Personal Certificate* to whom a benefit is payable on the strength of this *insurance*.

#### 9. 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 insurance company.

## 10. FAMILY MEMBERS

All persons with whom the *Insured Person* lives as a family at the same address on a permanent basis. Included are students who stay at a different address but are still financially dependent of their parents.

## 11. CLOSE RELATIVES

Spouse/partner, children / parents (-in-law), brothers / sisters (-in-law), grandparents / grandchildren (-in-law).

## 12. MINOR CHILD

Child younger than 18 years of age.

## 13. THIRD PARTY

Any other person who is not the customer, nor the insured, or one of his/ her *Family Members*, or employer.

## 14. INCEPTION DATE/EFFECTIVE DAY

The date shown in the *Policy Schedule* or *Personal Certificate* on which the *Insurance* starts or a change came into force.

## 15. 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*.

## 16. 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*.

## 17. WAITING PERIOD

A period of time, starting from the *Inception date* the *Insured Person* entered in the *Insurance*, during which the *Insurance* provides no cover, unless specified otherwise.

## 18. QUALIFYING PERIOD

A period of time, starting from the date mentioned in the medical report as the start of disability and where the disability grade is set. During this *Qualifying Period* the *Insurance* provides no cover.

## 19. 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, unless otherwise stated.

## 20. 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, unless otherwise stated.

## 21. ACCIDENT

An *Accident* is 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 inhaling 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 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 required 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 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.

## 22. 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.
- aesthetic or similar treatments;
- unless otherwise mentioned, 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.

## 23. ACUTE ILLNESS

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

## 24. CHRONIC ILLNESS

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

## 25. CRITICAL MEDICAL CONDITION

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

## 26. COMPLICATED PREGNANCY

A pregnancy or childbirth that is life threatening for mother and/or child,

Will not be seen as *Complicated Pregnancies*, in disability cover, the complications as a result of:

- age (lower than 18 or higher than 40).
- lifestyle factors (alcohol, tobacco, drug use, extreme sport);

- profession (working in contagious or dangerous environment)
- IVF pregnancies and elective C-sections.

## 27. HEALTH FUND

Public, Mutual or private health insurer, licensed to provide the local governmental health insurance scheme, often called "Krankenkasse", "Mutuelle", or "Ziekenkas" or "Caisse Primaire".

Is also considered as a *Health Fund*:

- the Belgian Overseas Social Security Services (OSZ/SSOM)
- the French "Caisse de Sécurité Sociale des Français de l'étranger" (CFE).
- the EU-Civil Servants Health Insurance Scheme (RCAM/JSIS, only in Europe),
- The UN and FAO Civil Servants Health Insurance Scheme.

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

## 28. HOSPITAL

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

## 29. REHABILITATION CENTRE

Every *Rehabilitation Centre* registered in accordance with the local authority's legislation that is not a *Hospital*.

## 30. GENERAL PRACTITIONER / FAMILY DOCTOR

A physical person suitably qualified and legally licensed to practice general medicine in the country

where treatment is provided. The *General Practitioner* must be practicing within the scope of his/her license and training.

### **31. SPECIALIST**

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

### **32. DENTIST / DENTAL PRACTITIONER / DENTAL SPECIALIST**

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

### **33. OBSTETRICIAN**

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

### **34. 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.

### **35. 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.

### **36. 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.

### **37. OUTPATIENT OR AMBULATORY TREATMENT**

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

### **38; ALTERNATIVE MEDICAL TREATMENT**

*In- / Day- or Outpatient Treatment* given by a qualified and legally licensed acupuncturist, chiropractor, homeopath or osteopath, who practices within the scope of his/her license and training.

### **39. 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'.

### **40. SPECIAL DENTAL TREATMENTS**

Treatment given by a qualified, legally licensed, and specialised *Dentist*, who practices within the scope of his/her license and training, for:

- bridgework
- crowns

- periodontitis
- orthodontics
- dentures
- implants
- facets
- inlays.

### **41. NURSING AT HOME OR IN A CONVALESCENT HOME**

Medical services provided by a legally registered nurse in the *Insured Person's* home, prescribed by a *Medical Practitioner* and immediately following *Inpatient* or *Day Patient treatment*.

### **42. ADOPTION**

*Adoption* is the process whereby The Insured couple assumes the parenting for a *Minor Child* who is not kin and, in so doing, permanently transfers all rights and responsibilities from the original parent(s).

### **43. PSYCHIATRIC DISORDERS**

Psychoses, neuroses, temporary states of maladaptation, any other ailments or problems normally treated by psychiatrists.

### **44. PRESCRIPTION AND OTC MEDICATION**

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 *OTCs* (over-the-counter medicines). These are not eligible for compensation, 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.

#### 45. EXPENSES FOR TRANSPORT OF PATIENTS

The expenses of medically necessary and emergency *Transport of patients* by ambulance, both to and from the *Hospital*.

The expenses of emergency *Transport of patients* by helicopter from the place of incident to the nearest and/or most appropriate *Hospital*. This *Transport* must be related to a medical treatment where the *Underwriter* is responsible for either in full or in part.

If the *Insured Person* is not in a *Critical Medical Condition*, a right to reimbursement of the expenses of repeated *Ambulance transport* will only exist if the *Underwriter* has given prior approval following a request for that specific purpose.

#### 46. EVACUATION/REPATRIATION EXPENSES

- the expenses for medically necessary *Transportation* to another region or country where the *Insured Person* may receive an appropriate medical treatment;

- The expenses for *Repatriation* of the mortal remains to the *Home Country*, and for statutory arrangements, embalment and coffin. The expenses for cremation or burial in the *Home Country* are not covered;
- The expenses of any other covered emergency return to the *Home Country* or *Country of New Destination*.

#### 47. ACCOMODATION EXPENSES

The expenses for bed and breakfast in any hotel or boarding house.

#### 48. TEMPORARY DISABILITY

Total or partial reduction of physical integrity of the *Insured Person's* body that is considered temporary by medical consultants

Temporary Disability can only last max. 730 days.

#### 49. PERMANENT INVALIDITY/DISABILITY

Total or partial reduction of physical integrity of the *Insured Person's* body that is considered permanent by medical consultants.

#### 50. ECONOMIC INVALIDITY/DISABILITY

The reduction of the earning capacity effectively suffered by the *Insured Person* caused by *Illness*, *Accident* or *Complicated Pregnancy*.

#### 51. PHYSIOLOGICAL INVALIDITY/DISABILITY

The reduction of the physical integrity of the *Insured Person* caused by *Illness*, *Accident* or *Complicated Pregnancy*.

#### 52. TOTAL INVALIDITY/DISABILITY

Grade of Disability equal to or higher than 67%.

#### 53. GROSS INCOME

*Gross income* is the total income of an *Insured Person* before taxes and/or Social Security contributions.

*Gross income* can be divided in fixed and variable income. Variable income are premiums, bonuses and commissions dependent on, or in proportion to, achieved results, and will only be counted as an average over the last 3 years.

Allowances and cost compensations are not seen as income (for example housing allowance, hardship premium ...).

#### 54. PRIVATE DWELLING OF STANDARD CONSTRUCTION

Dwelling which is constructed of hard materials as brick, stone or concrete (in case of wood a premium loading will be added) and the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients.

#### 55. CONTENT, HOUSEHOLD EFFECTS

Household goods, furniture and all other personal property, tenant's fixtures and fittings, all of which are owned by or are the legal responsibility of the *Insured Person* or of any permanent member of his household.

## 56. BAGGAGE

Goods and personal effects belonging to, or hired by, the *Insured Person* and accompanying the *Insured Person* on his/her journey. Rented vehicles are not seen as *Baggage*.

## 57. MONEY/VALUES

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

## 58. TRAVEL DOCUMENTS

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

## 59. NON-CONTRACTUAL LIABILITY

All liability that is **not** contractually bound.

## 60. CONTRACTUAL LIABILITY

All liability that is contractually bound.

For example: tenant liability is contractual as it is bound by a lease contract.

## 61. AREA OF COVER

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

## 62. EEA + CH

- all EU-member states
- all EFTA-member states
- Switzerland
- Overseas territories of *EEA* countries are not seen as *EEA+CH*.

## 63. EUROPEAN LINK

The *Customer* and/or The *Insured Person(s)* have to:

- holds a passport of an *EEA*-Member State;
- or reside in *EEA*;
- or being employed by an *EEA*-company-*Customer*.

Swiss/UK persons can only be accepted when residing outside Switzerland/United Kingdom, at the moment of *Inception* of the Policy.

## 64. HOST COUNTRY/COUNTRY OF NEW DESTINATION

The country in which the *Insured Person* has his/her usual residence after expatriation.

## 65. HOME COUNTRY/COUNTRY OF ORIGIN

The country that the *Insured Person* has declared as such on the application form and of which he/she holds a passport or ID card.

## 66. COUNTRY ENTITLED FOR SOCIAL SECURITY

The country where *Insured's* Social Security contributions are paid and where he/she can claim Social Security rights and apply for benefits.

## 67. ABROAD

Every country outside the *Country of New Destination/Host Country*.

## 68. RESIDENT/LOCAL

A *Resident* or *Local* is a person who permanently resides in a given country.

## 69. INTERNATIONAL COMMUTER

An *International Commuter* is a person who works in another country than his Country of Residence/*Home Country*, and thus commutes on a regularly basis (at least daily or weekly) between both countries.

## 70. EXPATRIATE/EXPAT/INPAT/TCN/EUROPAT

An *Expatriate* is a person who lives, not permanently, and mostly works in another country than his/her *Home Country*.

A *Europat* is an *Expatriate* working for the European Institutions.

## 71. IMMIGRANT/EMIGRANT

An *Immigrant* or *Emigrant* is a person who lives, permanently, and mostly works in another country than his/her *Country of Origin*. Because of the permanent aspect, they will be regarded as *Residents/Locals*.

## 72. DIGITAL NOMAD

A *Digital Nomad* is a person who is location-independent and works remotely. They stay domiciled in their Country of Origin, but are most of the time travelling around.

## 73. HIBERNATORS

A *Hibernator* is a person who is living between 2 countries, mainly due to climate reasons. They stay domiciled in their Country of Origin, but live largely abroad.

## 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 about the setup of the *Insurance*.

#### 1.1. Versions, *Modules* and *Options*

The *Insurance* has 3 possible versions from which the *Customer* can choose: the Light version, the Standard version or the Gold version.

The *Insurance* has several *Modules* which can be taken separately, except for *Module 5* (Liability). However, per *Module* there can be a compulsory part and an optional part. *Options* can only be taken out as a supplement of the compulsory basic cover. The choice of the *Customer* will be stated in the *Policy Schedule* or *Personal certificate*.

*Module 1* can appear as an integral cover or as a complementary cover: An integral policy means that the whole medical care cover is insured by the *Underwriter*, from the 1st euro.

A complementary cover will only reimburse in second rank, after the *Health Fund*, where the *Insured Person* has applied to, first reimbursed their part of the costs.

#### 1.2. What is covered?

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

#### 1.3. Who can be insured?

To be eligible for this *Insurance* package, at the *Effective Day* the *Insured Person* (*Europat*) enters into the *Insurance*, he/she must:

- be a member of the international staff of a European Institution,
- AND
- have a *RCAM/JSIS* (Social security).

*Locals* can only be accepted if they live together as a family with, and are financially dependent of the above mentioned *Europat*.

Family members with other form of Social Security are referred to *Our* Expat Insurance, with more or less similar conditions.

#### 1.4. Medical and Financial Underwriting

In order to accept the applicant for receiving death, health or disability insurance cover the *Underwriter* has to perform a medical risk assessment as well as, for death and disability, a financial assessment to confirm an insurable interest.

The first step of this process consists of completing the application form with health declaration. In some cases a medical report or 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.

#### 1.5. *Deductibles*

The *Deductibles* mentioned in the *Personal Certificate* shall apply per claim and per person. Only for the Core Plan Health – *Inpatient and Day-patient treatment* (*Module 1*) will it apply once per *Insurance Year* and per *Insured Person*.

In the event of a suspension or termination of the coverage, no reduction or pro rata adjustment of the *Deductible* already applied will be made.

#### 1.6. *Co-Pay*

The *Co-Pay* mentioned in the *Personal Certificate* shall apply per claim.

## Art. 2. When does the policy start and ends? What is the duration?

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.

## 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 day.
- 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.

Partial cancellation, e.g. the cancellation of one *Family Member*, is only possible if this *Family Member* leaves the family definitively and is domiciled at another address. Also with regard to guarantees (*Modules* 1, 2 and 6), guarantees cannot be cancelled separately for only some of the *Family Members*.

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 day.
- 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. 5.2.

## 3.3. Do *You* have to sign *Your Insurance*?

*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 *Insurance* will be automatically renewed or not.

## Art. 4. Can I modify the *Insurance*?

The *Customer* can ask the *Underwriter* to change the *Policy Schedule* or *Personal Certificate* by sending an email to [info@expatinsurance.eu](mailto:info@expatinsurance.eu). If this modification leads to an increase of the covered risks, the acceptance will be subjected to the conditions applied at that moment.

Every modification must be acted in an addendum to the policy or another equivalent document.

## Art. 5. About Premium Payment

### 5.1. 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 *Customer* may choose between monthly, quarterly, semi-annual and annual payments. Monthly payments are 8,75% of the annual premiums (+5%). Quarterly premiums are 25,75% of the annual premiums (+3%). Semi-annual payments are 51% of the annual premiums (+2%). The premium must be paid within 30 days after its *Due Date*. Premium payment is 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 year(s) (e.g. because of the increased prices in medical care);
- in case of a fundamental modification in the legislation regarding one of the Social Security systems;
- in case of introduction or modification of legislation or taxes 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*.

The premium for death and disability due to *Illness* is also age related and will therefore be adjusted on the first annual *Due Date* after each birthday of the *Insured Person*.

## 5.2. What in case of Non-Payment or Unpunctual Payment?

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

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 *Underwriter*, with respect of the provisions of eventual special clauses in the Policy wording or *Policy Schedule*. No right to any benefit will exist for reimbursement of any damage arising in the period the *Insurance* is suspended.

## Art. 6. What is not covered? (general exclusions common to all *Modules*)

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

## 6.1. 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 conclusion of the Policy.

## 6.2. 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.

### 6.3. 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.**

### 6.4. Weapons

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

### 6.5. Nuclear, biological or chemical 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.

### 6.6. Alcohol/Drugs

The use of alcohol, intoxicants, doping, drugs or medicines (except when the medicines are prescribed and used in accordance with *Prescription*).

### 6.7. Sports

Unless otherwise stated following sport will be excluded:

- speed races with motorized vehicles;
- amateur flying, delta flying, parachuting;
- rafting, deep sea diving;
- 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;
- glacier trips without a guide, rock climbing, mountaineering;
- ski alpinism, ski jumping, ski bob;
- ski sailing; ice sailing, bobsledding, tobogganing, skeleton, swingbo;
- bodybuilding and weight lifting.

### 6.8. Other Exclusions

- Intentional deliberate act or consent of the *Insured* or the *Beneficiary* as interested party of the *Insurance* benefits;
- Suicide or attempted suicide;
- Reckless act or severe negligence;
- Active involvement in fights or risky ventures in which the *Insured Person* endangers his/her life or body.

### 6.9. 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*, the *Insurer*, or the umbrella group.

## Art. 7. About Claims

### 7.1. 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.

## 7.2. What if Social Security and/or other *Insurers* also intervene?

In the event that the damage or expenses are also recoverable from other Insurance companies, or a Social Security Institution, this *Insurance* will only apply to complement the cover in the other policies or schemes up to the given limits in *Our* Benefits Guide.

## 7.3. 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".

## 7.4. 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 will 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. 8. 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. 9. What are the Obligations of the *Insured Person*?

The *Insured Person* is 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/her 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.

## 9.1. Change of Professional Activity (especially for *Module 3*).

Every change in the profession or work of an *Insured Person* must be reported to the *Underwriter* within 30 days. Also unemployment of more than 3 months has to be reported. If in the view of the *Underwriter* the change does not carry an increase of risk, this coverage will remain in force without alteration.

In case of a risk increase acceptable to the *Underwriter*, the premium and conditions for this new risk may be adjusted. The *Customer* will be entitled to cancel the guarantee in compliance with the terms set out in Art. 3.2. of the General Policy Conditions.

If the change should not be acceptable to the *Underwriter*, the *Underwriter* may limit the cover or even terminate this cover with notice period as mentioned in Act N° 89/2012 Coll., Civil Code [CZ].

As long as an acceptable change of risk has not been reported or the coverage has not been adjusted, benefit for professional *Accidents* will be paid in the proportion that the old premium due bears to the new premium.

**Art. 10. When *We* send notifications to each other.**

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

The *Customer* and/or the *Insured* are obliged to notify the *Underwriter* of any changes of name or address mentioned in the *Policy Schedule or Personal Certificate*, changes in existing cover with *Third Parties*, changes in profession or political exposure of the different *Insured Persons* or changes in family situation as soon as possible, or within 30 days of the change occurring.

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* fail 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 *Insurance* language.

**Art. 11. 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 contractual 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. 12. Do I have to pay taxes on the benefits?**

All current or future duties and taxes will be borne by the *Customer*, the *Insured Person*, 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. 13. 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* 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 *Underwriters* 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 life 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. 14. 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](mailto: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](mailto: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](mailto: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](http://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 HEALTH

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

**Art. 15. What are the different possibilities of the Chameleon Plan** (flexible adaptable plan that provides the *Insured Persons* continuity thanks to 3 possible settings)?

### 15.1. (Chameleon) Full Cover Setting

(health insurance from the 1st euro – **only available in *Our Expat Insurance***)

This setting foresees a cover according to the comparable Benefits Guide of *Our Expat Insurance*. If it should appear that the damage or expense covered by this *Insurance* is also covered by (an) other policy or plan, of an older date or not, or would have been covered under it/them if this agreement had not existed, this *Insurance* shall only run as a surplus on top of the cover that has been given on the other policy/policies or would have been given if this policy had not existed.

### 15.2. (Chameleon) Top-Up Plan

(complementary health insurance additional to Social Security, here RCAM/JSIS, the other Social Securities only appear in *Our Expat Insurance*).

*Insured persons* with a mandatory *Health Fund* cover based on reimbursement (no managed care in kind) can opt for a Top-Up setting. This Top-Up

setting is available to following mandatory health insurance schemes in the EU:

- the **Austrian** health scheme ("Krankenkasse")
- the **Belgian** RIZIV/INAMI scheme ("Ziekenkas"/"Mutuelle")
- the **Czech** health scheme
- the **Dutch** indemnity health scheme ("Restitutiepolis")
- the **Estonian** health scheme
- the **French** CMU & CPAM health schemes ("Caisse Primaire")
- the **German** GKV scheme ("Krankenkasse")
- the **Luxembourg** health scheme (CNS "Caisse National de Santé" or "D Gesondheetskeess")
- the **EU-Officials** health insurance scheme (RCAM/JSIS),

and is also available for international EU systems:

- the **Belgian** Overseas Social Security scheme (OSZ/SSOM)
- the **French** Social Security scheme for Frenchmen *Abroad* (CFE).

Outside EU it is available for:

- the **Israeli** health scheme (only in Israel)
- the **Japanese** health scheme (only in Japan)
- the **Liechtenstein** health scheme
- the **Swiss** health scheme ("LaMal").

This Top-Up setting is an addition to the Social Security Scheme of the *Insured Person*. This means that the Social Security Scheme and the Top-Up Plan together insure a cover according to the Benefits Guide. This also means that **the Insured should only**

### visit doctors who are reimbursable by his/her Social Security.

The *Insured Person* will always inform the *Underwriter*, as soon as changes have been made in his/her Social Statute and/or the *Health Funds* cover.

### 15.3. (Chameleon) Sleeper setting

(suspended health cover)

When the *Insured Person* benefits from a mandatory group health policy from his/her employer, or a mandatory State Insurance, he/she can opt for a Sleeper setting. In this setting the medical cover is (in whole or in part) temporary suspended. During that period of suspended medical cover no reimbursements will be done by the *Underwriter*.

For the suspended part of the plan the *Insured Person* only pays a small part of the premium in order to preserve his/her future rights. The *Insured Person* must inform *Us*, within 30 days after leaving the collective employers' plan (e.g. in case of retirement), and has to change again into a Full Cover or Top-Up setting. This way they are exempt from medical underwriting procedures and they avoid new *Waiting Periods*. The *Insured Person* must always inform the *Underwriter*, as soon as changes have been made to the Social Statute, the *Health Funds* cover and/or the employers' insurance cover.

### 15.4. Co-ordination of Benefits

If an *Insured Person* is covered by a Government program or another group health policy (employer, educational institution, professional association, etc.), the benefits of both plans will be coordinated in order that the combined payments do not exceed the actual covered expenses.

The general rule is that one policy pays first and the second policy pays the remaining eligible expenses up to the limits in the second plan. The Insurer of the second policy should receive original copy of the first policy's reimbursement statement and photocopies of all relevant bills. The following list identifies which policy should receive the original bills and act as the "First Policy" for:

1. All covered persons:
  - governmental programs (Social Security)
2. Employees and dependants
  - Employer's policy
3. Dependant divorced children (in descending order):
  - policy of divorced parent declared responsible by a court order;
  - policy of divorced parent with custody;
  - policy of step-parent (divorced parent with custody has remarried).

### 15.5. Changing from one setting to another

**As this Europat Insurance is only a Top-Up variant of Our Expat Insurance, changing to another setting is only possible by switching from this Europat Insurance to Our Expat Insurance.**

In case of change, the *Underwriter* needs proof, in the form of a certificate from the *Health Fund* or Social Security Institute (E-form, A1, S1), or a copy of the employers' policy, stating the cover details of the benefits.

In the event of a change to a Full Cover setting, without any proof of change in the situation, the *Underwriter* reserves the right to demand a new medical underwriting procedure.

In case of a change from one type of setting to another, the premium will be settled pro-rata temporis.

It is the *Insured Persons'* obligation to inform the *Underwriter* within 30 days by written notice of all changes of the Social Statute, of *Health Fund* cover or of the employers' policy. Please also read Art. 9 and Art. 10 of the General Conditions.

#### **15.6.1. Where are *You* covered in this Europat Insurance?**

Unless otherwise stated the cover is limited to the chosen *Area of Cover*, as mentioned in the *Personal Certificate*.

Zone 1: *EEA+CH*

Zone 2: Worldwide (excl. USA, Canada, Hong Kong)

Zone 3: Worldwide (excl. USA, incl. Canada, Hong Kong)

Zone 4: Worldwide

#### **15.6.2. How are *You* covered during travel periods?**

During Travel periods *Abroad* the cover is valid worldwide for a maximum 90 days/year, but limited to emergency cover only. No routine or planned treatments will be accepted (See Art. 17.12).

If a (temporary) stay *Abroad* is expected to last for more than 90 days (per year), the *Insured Person* must report this to the *Underwriter* immediately.

**This can be important for *Hibernators* and *Digital nomads*.**

#### **15.7. Intellectual Property of the Chameleon Concept**

This concept of adapting the policy to the clients' situation of Social Security has been registered as a concept model at B.B.D.M (i-depot) N°135385/2022, and licensed to Expat & Co to market.

#### **Art. 16. Who can be insured?**

The persons eligible for subscription to the health insurance are the persons who:

- are sound of health and able-bodied at the *Inception Date*,
- are younger than 70 years old.

Exceptions can only be accepted by pre-approval of the *Underwriter*..

#### **Art. 17. What is covered in the Core Plan?**

The Core plan (*Inpatient*) must be taken out before any other supplementary *Option* can be added, except when *You* can prove *You* have a similar Hospital plan from *Your* employer.

The *Insurance* will cover the medical expenses incurred by the *Insured Person* according to the chosen type of setting, version and the applicable reimbursement rates and limits. Those are listed in the Benefits Guide.

#### **17.1. Hospitalisation, Inpatient Treatment**

Refund for all medically necessary *Hospital* accommodation, doctors' fees, medication and appliances, nursing charges provided to an *Insured Person* occupying a *Hospital*/bed.

(Implanted) prostheses, devices and appliances are covered if sufficiently tested and pre-approved by the *Underwriter*. Prostheses, devices and appliances in experimental phase will not be subject for reimbursement.

Palliative Care is limited to the number of days mentioned in the Benefits Guide. Palliative Care and Mortuary Costs are only covered when stated on the *Hospital*/invoice.

#### **17.2. Bone Marrow, Tissue or Organ Transplants**

The expenses for medically necessary *Hospital* admission, pre- and post-*hospitalisation* treatment of the donor will be reimbursed in full on the basis of the chosen plan and version of the *Insured* receiver. Under no circumstances will the amount of reimbursement for donor and receiver together exceed the given limits mentioned in the Benefits Guide.

### 17.3. Pregnancy & Childbirth

This guarantee includes normal childbirth, pregnancy complications and home delivery by a doctor and/or *Obstetrician*.

The maternity costs will only be reimbursed, within the given limits mentioned in the Benefits Guide, on the condition that the date of delivery has passed the applicable *Waiting Period* of the *Insured* mother.

An elective caesarean will be reimbursed at the cost of a normal delivery.

The provisions of the Core Plan will also apply to the new born child(ren) from the time of birth, during max. 30 days, and irrespective of any congenital *Diseases* or defects, at the conditions:

- they have been presented to the *Underwriter* for *Insurance* within thirty (30) days after their birth;
- all other children, living with the *Insured* parent(s) at the same address, have been insured under this cover;
- the date of delivery has passed the applicable *Waiting Period* of the *Insured* mother.

The exclusion foreseen in Art. 20 (first point) will not apply in that event.

Costs for one (1) polysomnographic registration (sudden infant death test) will also be reimbursed within the first 6 months after birth.

### 17.4. Ambulatory Physical Rehabilitation

Treatment in a *Rehabilitation Centre* immediately following an *Inpatient Treatment*, can be refunded within the given limits.

### 17.5. Psychiatric Treatment

Treatment of *Psychiatric Disorders* in an open Hospital can be refunded within the given limits. Forced admission or collocation will not be covered.

### 17.6. Accommodation Expenses for a parent accompanying a *Minor Child*

Parent *Accommodation* for one (1) parent accompanying a *Minor Child* in the *Hospital* will be fully reimbursed during a maximum of 30 days.

If the parent cannot stay in the *Hospital* overnight and the *Hospital* is more than 75 km or 1 hour drive from the home residence, the *Underwriter* can pay for *Accommodation* in a hotel in the direct neighbourhood of the *Hospital* within the given limits in the Benefits Guide.

### 17.7. Patient Transportation

Road *Transportation by ambulance*, if urgent and Medically Necessary, will be reimbursed within the given limits after:

- an *Accident*,
- an *Acute Illness*,
- an Acute Attack of a covered *Chronic Illness* (providing the *Insured Person* has strictly kept to his/her therapy and *Doctor's* advice to treat or suppress the *Chronic Illness*),
- a delivery;

- or from *Hospital* to *Hospital* by a *Doctor's* Prescription.

An emergency and Medically Necessary *Helicopter transport* is reimbursed from the place of incident to the nearest appropriate *Hospital*, within the given limits in the Benefits Guide. All other transportation must be pre-approved by the *Alarm Centre* in order to be compensated.

### 17.8. Pre- and Post-*Hospitalisation*

Will be reimbursed within the given limits in the Benefits Guide:

- prescribed *Outpatient* Treatments before and after *Hospital* admission, and which are directly related to that admission;
- prescribed Medication in direct relation to the admission;
- physiotherapy following an *Inpatient Treatment* prescribed by the treating *Specialist*. The reimbursable expenses do not include pre- and postnatal exercises, manual therapy, sports or wellness massage and occupational therapy.

### 17.9. *Nursing at Home* or in a *Convalescent Home*

*Nursing at Home* or in a *Convalescent Home* can also be reimbursed, within the given limits and according to following conditions:

- it follows immediately after *Hospitalisation* and is a necessary substitute to *Hospital* nursing;
- it is prescribed by the treating *Specialist* and is performed by a registered nurse.

### 17.10. *Outpatient* cancer treatment and kidney dialysis

This cover will reimburse all Medically Necessary *Inpatient*, *Day Patient* and *Outpatient Treatment* expenses concerning Cancer or kidney dialysis. Prescribed Medication is also reimbursed.

### 17.11. Preventive Check-Ups and Vaccinations

Once per policy year every *Insured Person* can have a general check-up with a *General Practitioner* for preventive reasons. On top of this, every *Insured* adult woman (+18) can have a uterus, cervix and breast cancer test, while men above 45 can have a prostate cancer test, with a *Specialist*, within the given limits.

All necessary vaccinations will be reimbursed, within the given limits.

However, Vaccinations can be subject of a *Waiting Period* as mentioned in the Benefits Guide.

**Necessary vaccinations to move to the new Country of Destination have to be taken out before concluding the Insurance and will not be reimbursed.** It is a part of the expatriation preparation should therefor be known upfront (eg. Children going to US schools must all proof to be vaccinated. They will not be accepted otherwise).

Vaccination renewals and when moving to a *New Destination Country* while *Insurance* is already 6 months in force will be reimbursed at 100% in the *Option1* – Extended *Outpatient* treatments.

### 17.12. *Abroad*

During a stay of the *Insured Person* outside the *Country of New Destination* or the *Country entitled for Social Security* (Top-Up), or the *Area of Cover* (Full Cover), only emergency and medically necessary expenses will be reimbursed in relation to:

- an *Accident*,
- an *Acute Illness*,
- an Acute Attack of a covered *Chronic Illness* providing the *Insured Person* has strictly kept to his/her therapy and *Doctor's* advice to treat or suppress the *Chronic Illness*.

No expenses will be reimbursed in case of a planned admission in a *Hospital Abroad*, except upon prior authorisation of the *Underwriter* and the eventual *Health Fund* in case of a Top-Up plan.

In case the patient is evacuated, by *Us*, to a more appropriate country of treatment outside the *Area of Cover*, all medical expenses will be reimbursed as if within the *Area of Cover*.

There will be no other cover outside the *Area of Cover*.

### Art. 18. Which extra *Options* do I have?

The *Options* will cover the medical expenses incurred by the *Insured Person* according to the chosen plan and version and the applicable reimbursement rates and limits as listed in the Benefits Guide.

### 18.1. *Option1: Outpatient Treatment*

If the *Insurance* has been extended with *Option1*, the special terms below shall also apply:

*Option1* can only be taken out as a supplement to the Core Plan, unless pre-approved by the *Underwriter*.

The following expenses will be reimbursed within the given limits:

- the fee payable to the *General Practitioner* or *Specialist* for consultations and visits for medical treatment, examinations or small surgical operations provided to an *Insured Person* not occupying a *Hospital* bed;
- the expenses for laboratory tests, medical imaging, electrophysiology (ECG, EEG, EMG), MRI and nuclear medicine used to diagnose or treat medical conditions;
- guidance by a *Doctor*-nutritionist who is suitably qualified and legally licensed to practice nutritiology in the country where treatment is provided ;
- prescribed guidance by a dietician, speech *Therapist* and stress counsellor under the supervision of the treating *Practitioner* or *Specialist*;
- the fees for *Outpatient* physiotherapy up to the maximum amount of sessions per year, mentioned in the Benefits Guide. In case more sessions are needed, this will be subject of pre-approval by the *Underwriter*.

The reimbursable expenses do not include manual therapy, sports and wellness massage and occupational therapy;

- pre/post-natal treatments, controls test, echo's and exercises after the applicable *Waiting Period* for pregnancies;
- *Outpatient Psychiatric* care and psychotherapy. *NLP/EMDR Therapy* has to be performed by a licensed *Psychotherapist*.
- *Prescription Medication*. No stock of medication may be build up for longer than 3 months treatment, unless otherwise agreed.
- the fees payable to the acupuncturist, chiropractor, homeopath or osteopath fee; the expenses for herbal and homeopathic medication prescribed by a qualified and licensed *Practitioner* or homeopath.

### 18.2. About reimbursement of completed *Adoption* procedure

In case of medically proven infertility of one of both partners of a childless couple, and not a result of sterilization, the sum mentioned in the Benefits Guide can be used as reimbursement for an official *Adoption* through authorized institutions, controlled by the local government.

The sum will be paid as a reimbursement of proven costs, after *Adoption* is completed. It can never be used as an advance. This benefit is subject to a *Waiting Period* of 24 months and to Companies' prior approval.

Both parents must be insured in this policy to have right to the benefit.

### 18.3. *Option 2: Dental Cover, Optical & Hearing Aids*

If the *Insurance* has been extended with *Option 2*, the special terms below shall also apply:

*Option 2* can only be taken out as a supplement to the Core Plan, unless approved by the *Underwriter*.

The following treatments are covered as Routine Dental Treatment, within the given limits: dental check-up, tooth cleaning, and X-ray examination.

The following treatments can be covered as pain-stilling dental treatment, within the given limits, if urgent and stated as painful by the *Dentist*: anaesthesia, fillings, fixing of broken teeth, root canal treatment, and tooth extraction. If not been on a routine dental check-up and cleaning within the last 12 months, the reimbursement can be lower, as mentioned in the Benefits Guide.

Teeth in apparent bad condition in the first 3 years of the policy (frequent visits to the dentist for pain-stilling treatments, extractions or fillings), can be considered as pre-existing conditions, and thus excluded (see Art. 6.1.).

The following treatments are covered within the given limits as *Special Dental Treatment*: bridgework, crowns, implants, facets, inlays, periodontitis, orthodontics and dentures.

Orthodontic Treatment is limited to *Minors* (whose parents are also covered in Dental cover), or to adults after a deforming *Accident* or *Acute Illness* occurring during the term of the *Insurance*.

*Special Dental Treatment* is subject to a *Waiting Period* as mentioned in the Benefits Guide and pre-approval by the *Underwriter*. The number of implants is limited per life time as mentioned in the Benefits Guide.

One (1) pair of new glasses or contact lenses per *Insurance Year* is covered within the given limits, unless proven fast worsening of sight. For frames a lump sum is paid per given period and upon receipt of the invoice. Frames are subject to a *Waiting Period* as mentioned in the Benefits Guide. Sunglasses without dioptré and coloured lenses are excluded.

Hearing Aids prescribed by an Ear *Specialist*, are covered for maximum one (1) appliance every 3 years per hard-of-hearing-side and within the given limits. Hearing Aids are subject to a *Waiting Period* as mentioned in the Benefits Guide.

### Art. 19. How will claims be settled?

#### 19.1. Reimbursements

Reimbursement will be paid, following the *Underwriter's* approval of the expenses as being covered by the *Insurance*, after the original, detailed and receipted bills together with the policy number have been submitted to the *Underwriter*.

In case of a Top-Up setting the original bills should be replaced by a copy, accompanied by an original attestation of the *Health Fund* stating their part of the reimbursement.

Reimbursements will be limited to the usual, customary and reasonable charges in the country in which the treatment is provided.

Under no circumstances will the amount of reimbursement exceed the amount shown on the bill. If the *Insured* receives reimbursement from the *Underwriter* in excess of the amount to which he/she is entitled, the *Insured* will be obliged to repay the *Underwriter* the excess amount immediately, otherwise the *Underwriter* will offset the excess amount in another account between the *Insured* and the *Underwriter*.

### 19.2. Waiting Periods

The *Waiting Periods* listed in the Benefits Guide will apply. The *Waiting Periods* are not applicable if the new policy / *Module* / *Option* replaces a previous *Insurance*, with the same valid guarantees, within thirty (30) days after the expiry date of the previous *Insurance*, and under the condition that the *Waiting Periods* under the previous *Insurance* were fully expired.

### 19.3. Direct Payment

Direct payment to the *Hospital* or treating *Practitioner* is only 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.

**As RCAM/JSIS doesn't share information with private insurers, a direct payment is not possible in case of Top-Up setting with RCAM/JSIS.**

### Art. 20. What is not covered relating to *Module 1 (Medical Care)*?

Additional to the general exclusions mentioned in the General conditions common to all *Modules & Options* (Art. 6.), there will be no reimbursement of expenses:

- incurred for any *Disease, Illness* or injury known to the *Customer* and/or the *Insured* at the time of application, unless agreed upon with the *Underwriter*;
- 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;
- that can be claimed on the strength of a Social Security scheme. This exclusion will remain in full force in the Top-Up setting if a claim is not compensated by the Social Security because a

prescribed procedure has not been followed or an obligation has not been fulfilled (see Art. 15.2.);

- for cell therapy;
- for the bare issue of medical certificates;
- for cosmetic surgery and treatments, unless it is a matter of mutilation as a result of an *Accident, Disease* or a serious defect present and noted at birth;
- Anti-aging therapy;
- lens transplant only for comfort to replace glasses;
- *Alternative Medical Treatment*, other than mentioned in the Glossary and in Art. 18.1.;
- treatment of sexual dysfunction;
- Sex change and gender operations without pre-approval of the *Insurer*;
- sterilization and abortion, unless medically necessary, as stated by the *Specialist*. Abortion following an indecent assault (rape) reported at the police station is covered.
- to undo a voluntarily undergone sterilization;
- contraception;
- venereal *Diseases* however caused;
- breast feeding advice;
- haptonomy treatment;
- admission in a *Psychiatric* clinic by collocation;
- admission in a closed *Psychiatric* clinic;
- for services or treatment at any long term care facility, spa clinic, hydro sanatorium, nature cure clinic or institution that is not a *Hospital* or *Rehabilitation Centre*, or any kind of care which is not part of a medical or surgical treatment, including stays in nursing homes. This exclusion is waived for *Insured Persons* residing in

Switzerland for treatments recognized as official treatment by Local Social Security (Lamal);

- for dental treatment when the set of teeth already was in a bad condition at the time of application;
- dental bleaching;
- facets on intact incisive teeth;
- mouth guards;
- treatment of *Diseases* or injuries during military service;
- contaminations or epidemics which have been placed under the direction of public authorities. If the *Insured Person* cannot enjoy the cover of any of the public authorities, *Our* cover will be maintained.;
- for the required personal contributions towards medical examination of the population, charged by the authorities;
- treatments performed by the *Insured*, his/her spouse, parents or children or a practice owned by one of these mentioned persons;
- the proven costs of materials and medicines will, however, be reimbursed in accordance with the plan.

#### **Art. 21. About the allowed Methods of Treatment.**

Physicians, *Specialists*, *Dentists*, etc. performing the treatment must have authorisation in the country of practice.

Furthermore, the method must be approved by the public health authorities in the country where the treatment takes place.

Methods of treatment not yet approved by the public health authorities, but under scientific research, will only be covered if approved in advance by the *Underwriter's* medical consultants.

#### **Art. 22. What are the Obligations of the *Insured Person*?**

The *Insured Person* is obliged to:

- notify the *Underwriter*, as soon as possible, and if possible in advance, of the event of admittance to a *Hospital* of one of the *Insured Persons*;
- cooperate for a quickest possible recovery and with any medical examination desired by the *Underwriter* or submit to any requested observation in a *Hospital* designated by the *Underwriter*;
- give full cooperation to the medical adviser appointed by the *Underwriter* to acquire necessary information;
- submit all the bills and receipts as soon as possible to the *Underwriter*;
- make sure that all the bills are itemized, so that the claim can be understood easily and without any further inquiries from the claims adjuster of the *Underwriter*;
- make sure that *Doctors'* bills, also those created through automated computer systems, have been signed by the *Practitioner* rendering the medical care;
- do everything that is in his/her power to keep the damage and the consequences of the *Accident* to a minimum;
- 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 *Underwriter*.

- if above mentioned obligations are not fulfilled the *Underwriter* reserves the right to reduce compensation to reflect the caused disadvantage.

The *Insured Person* is requested, in case of a Top-Up setting, to follow the regulations of the *Health Fund* strictly concerning approvals, referrals and free choice of *Doctor / Hospital*. No additional compensation will be due for expenses which would be covered by Social Security, if the *Insured Person* would have respected the regulations of the *Health Fund*.

## GENERAL CONDITIONS SPECIFIC TO MODULE 2: YOUR ASSISTANCE

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

### Art. 23. Who can be insured in *Module 2*?

The persons who have subscribed to the *Module Medical Care* are eligible.

Unless otherwise stated the *Europat* and *Travel Assistance* is compulsory if the *Core plan (Inpatient)* has been taken out.

The right to assistance or reimbursement includes only the actions taken by the *Underwriter* itself, by the *Alarm Centre* or for which it has given its approval.

### Art. 24. A special Assistance for *Europats* – *Europat Assistance*.

The *Europat Assistance* cover is valid in the *Country of New Destination*, and in the *Country entitled for Social Security*, if it differs from the *Country of New Destination*.

### 24.1 Diverse Information about Medical Services

Upon request by the *Insured Person*, and if available, the *Alarm Centre* can provide information about various medical centres, ambulance services, physicians, *Dentists*, nurses and pharmacists (on call), opticians, and hire firms of medical appliances, situated nearest to the residence.

The intervention has as its only purpose to provide the *Insured Person* with useful information. The *Alarm Centre*, nor the *Underwriter*, can be held responsible for the price and/or quality of the supplied services.

### 24.2 Second Opinion of Company's Consulting Physician

In case the *Insured Person* receives medical advice, for which he/she would like to receive a second opinion, the *Insured* can appeal by phone to the *Underwriter's* consulting physician.

Attention: please note that online medical advice cannot establish a sound diagnosis. The intervention has as its only purpose to provide the *Insured Person* with useful information. The *Underwriter*, nor the physician, can be held responsible for the quality of the supplied advisory services.

### 24.3. Administrative Assistance in case of *Illness* or *Accident*

In case the *Insured Person* has to be admitted in a *Hospital*, the *Alarm Centre* will help him/her complete the necessary administrative formalities for the *Hospital* admission.

In case of the death of an *Insured Person*, the *Alarm Centre* will assist in the following:

- contacting of funeral undertakers;
- information about the first administrative steps.

### 24.4. Booking of *Hospital/Room*

In case the *Insured Person* has to be admitted in a *Hospital*, the *Alarm Centre* will organise the booking of the *Hospital* room, and the direct payment.

### 24.5. Sending a Physician or Medical Team on location

In case of an *Illness* or *Accident* and if the medical team of the *Alarm Centre* considers it necessary, the *Alarm Centre* can send a physician or medical team to evaluate and decide upon which measures to take.

The *Alarm Centre's* medical team will, from the first appeal, contact the treating physician in order to render assistance in the best possible way and adapted to the situation of the *Insured Person*. In all cases the organisation of the first aid will happen by the local authorities.

### 24.6. Forwarding Urgent Messages

Upon request of the *Insured Person*, the *Alarm Centre* will forward urgent messages to all persons in relation to 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, where relevant, the international

law and cannot hold any liability against the *Underwriter* or *Alarm Centre*.

#### **24.7. Repatriation or Transportation after Medical Incident**

In case the *Insured Person* has been *Hospitalised* following a medical incident and the *Alarm Centres'* medical team considers it necessary to transfer him/her to a better qualified medical centre, or a centre nearer to the residence or *Home Country*, the *Alarm Centre* will organise the *Repatriation* or *Transportation* of the *Insured Person*, if necessary under medical surveillance.

The decision concerning transport and the means of transport, will only be taken by the *Alarm Centres'* consulting physician and this in function of technical and medical importance.

It is compulsory to have the *Alarm Centres'* physician's approval for every transport. The *Alarm Centre* will also take charge of the organisation of *Transportation* of one (1) *Insured Person* while accompanying the repatriated *Insured Person* to the place of *Hospitalisation* or their usual residence.

#### **24.8. Repatriation of the Mortal Remains**

The *Alarm Centre* will organise the *Transportation* of the mortal remains from the place of death or from the mortuary to the place of burial or cremation in the *Home Country*.

#### **24.9. Burial or cremation of an *Insured Person***

##### **24.9.1. In case of burial or cremation in the *Home Country***

In case the family decides to bury or cremate the *Insured Person* in the *Home Country*, the *Alarm Centre* will organise the *Repatriation* of the mortal remains and coordinate:

- the post-mortem treatment;
- a coffin, limited as mentioned in the Benefits Guide;
- the *Transportation* of the remains from the place of death to the place of burial or cremation.

The expenses related to the ceremony and funeral or cremation itself will not be paid for by the *Underwriter*, nor the *Alarm Centre*. If the *Insured Person* stays *Abroad* alone, the *Alarm Centre* will organise, at the *Underwriters'* expense, a roundtrip for a *Family Member* or Close Relative to accompany the remains. The Accommodation Expenses will be reimbursed, as mentioned in Art. 24.12. and in the Benefits Guide under "Travel and Accommodation Expenses".

##### **24.9.2. In case of burial or cremation outside the *Home Country***

In case the family opts for a burial or cremation in another country than the *Home Country*, the *Alarm Centre* will take the same actions as mentioned in Art. 24.9.1.

In addition, the *Alarm Centre* will provide a round-trip for 2 *Family Members* or *Close Relatives* to the place of burial or cremation.

The *Accommodation Expenses* of these persons will be limited, as mentioned in the Benefits Guide under "Travel and *Accommodation expenses*".

In case of cremation outside the *Home Country* with a ceremony in the *Home Country*, the *Alarm Centre* takes charge of the *Repatriation* of the urn to the *Home Country*.

The expenses related to the ceremony and funeral or cremation itself will not be paid for by the *Underwriter*, nor the *Alarm Centre*.

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*. The choice of the service providers intervening in the *Repatriation* process belongs exclusively to the *Underwriter* and the *Alarm Centre*.

#### **24.10. Repatriation of the *Insured Family Members***

In case of *Repatriation* of an *Insured Person* following *Hospitalisation* or death, the *Alarm Centre* organises the return to the *Home Country* of the other *Family Members* to their *Home Country*.

#### **24.11. Repatriation in case of natural disaster, political instability and/or terrorist attack**

In case of a natural disaster, political instability, riots, rebellion, terroristic attacks in the region where the *Insured Person* lives, and the *Alarm Centres'* medical team considers it necessary to repatriate the *Insured Person*, the *Alarm Centre* will organise the *Repatriation* of the *Insured Person*.

#### **24.12. Travel and Accommodation Expenses**

The *Alarm Centre* will organise the travel and *Accommodation*, as mentioned in the Benefits Guide, for:

- the urgent return of an *Insured Person* to the *Home Country* because a *Close Relative* has passed away, or has been *Hospitalised* in a life threatening or *Critical condition*,
- 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 one (1) *Insured Person* in case of major damage to the real estate property in the *Home Country*.

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

#### **Art. 25. Travel Assistance**

On top of the preceding benefits all *Insured Persons* can enjoy following benefits:

This cover is valid worldwide, except in the *Country of New Destination* and/or *Country entitled for Social Security*, where the *Europat Assistance* is valid.

##### **25.1. Preceding Travel Information**

The *Alarm Centre* provides the *Insured Person*, upon request, following online information concerning a stay *Abroad*.

- currencies and exchange rates
- formalities concerning visa, passport and other identity certificates;
- customs formalities;
- vaccinations;
- time difference;
- hygiene precautions;
- holidays;
- climate and clothing advice;
- means of transport.

The *Alarm Centre* can also, if available, refer The *Insured* to physicians and/or *Hospitals Abroad*.

##### **25.2. Search and Rescue Expenses**

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.

In case of a ski *Accident* with physical injuries sustained 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 *Accident* must absolutely be reported to the *Underwriter* within 72 hours after occurrence.

The expenses for this operation can be claimed back from the client when such *Accident* occurs outside the well-defined ski run and without a guide recognised by the local authorities.

##### **25.3. Repatriation or Transportation in case of a Medical Incident**

In case the *Insured Person* has been *Hospitalised* following a medical incident and the *Alarm Centres'* medical team considers it necessary to transfer him/her to a better skilled medical centre, or a centre nearer to the residence, the *Alarm Centre* will organise the *Repatriation* or *Transportation* of the *Insured Person*, if necessary under medical surveillance. If the condition of the *Insured* requires no *Hospitalisation*, he/she will be transported to the usual residence.

The decision concerning transport and the means of transport, will only be taken by the *Alarm Centres'* consulting physician and this in function of technical and medical importance.

It is made compulsory to have the *Alarm Centres'* physician's approval for every transport. The *Alarm Centre* also organises the transportation of one (1) *Insured Person* while accompanying the repatriated

*Insured Person* to the place of *Hospitalisation* or usual residence.

#### **25.4. Repatriation of Mortal Remains**

In case of the death of an *Insured Person* as a result of an *Accident* or *Illness Abroad* the *Alarm Centre* will organise the local statutory arrangements and the transport of the remains to the *Home Country*, according to the limits mentioned in the Benefits Guide.

If the family decides to bury or cremate the *Insured Person* locally or elsewhere, the *Alarm Centre* will organise this arrangement (inclusive roundtrip for 2 *Close Relatives*) to no greater amount than the arrangement to the former residence in the *Home Country* would have cost.

#### **25.5. Repatriation of the other Insured Persons**

In case of *Repatriation* of an *Insured Person*, the *Alarm Centre* organises the return of the other *Insured Persons* to their residence or the continuation of their journey.

The cover "continuation of the journey" is limited to the expenses of *Repatriation* of the *Insured Persons* to their residence. The cover is only applied if the other *Insured Persons* cannot use the same means of transport as on the outward journey or the means foreseen for the return journey.

#### **25.6. Sending Essential Medication / Medical Appliances**

The *Alarm Centre* will do everything in its power to locate and dispatch essential medication or medical appliances, prescribed by a qualified medical authority, that are unavailable locally, but available from the *Country of New Destination*.

It is compulsory to have the *Alarm Centres'* medical team's prior approval for delivery. The dispatch 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 *Area of Cover* of this *Insurance*), increased with the clearance expenses, and this within a period of 30 days after dispatch. A surety will be asked in advance. The *Underwriter's* medical team shall always give approval first.

#### **25.7. Forwarding Urgent Messages**

Upon request of the *Insured Person* the *Alarm Centre* will send urgent messages to every person in connection with the insured cover and actions and will inform them of the 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 whereby penal, financial, civil or commercial liability results will be communicated are the full responsibility of the author, whose identity must be known. The content must be in accordance with the local and international law and cannot hold any liability to the *Alarm Centre* or *Underwriter*.

#### **25.8. Assistance in case of Breakage, Loss or Theft of a Prosthesis.**

In case an *Insured Person* cannot use a prosthesis (glasses, lenses...) because of breakage, loss or theft, the *Alarm Centre* will do everything in its power to dispatch, via the fastest way, a new prosthesis.

The dispatch depends on availability of means of transport and must be in accordance to local and international laws.

The *Insured Person* commits himself/herself to reimburse the *Underwriter* for the price of the prosthesis which were put at his/her disposal (except when covered under another *Area of Cover* of this *Insurance*), increased with the clearance expenses, and this within a period of 30 days after sending. A surety will be asked in advance.

#### **25.9. Assistance in case of Loss or Theft of Values and ID- and Travel Documents**

In case of loss or theft of *Travel Documents*, and after the *Insured Person* has reported this loss or theft to the local authorities, the *Alarm Centre* will put the necessary tickets at the disposal of the

*Insured Person* so that they may 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 issued to him (except when covered under another cover of this *Insurance*, e.g. *Baggage*), increased with the clearance expenses, and this within a period of 30 days after dispatch. A surety will be asked in advance.

In case of loss or theft of Identity Documents, and after the *Insured Person* reported it to the local authorities, the *Alarm Centre* will put the *Insured Person* in contact with the local embassy or consulate for the issue of the necessary identity certificates, and pay for the travel expenses to and from the embassy/consulate, limited as mentioned in the Benefits Guide.

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

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

#### **25.10. Cash Advance**

In case of a covered incident *Abroad* that forms subject of a request for intervention by the *Alarm*

*Centre* and, after reporting to the local authorities, the *Alarm Centre* will upon request of the *Insured Person*, and if necessary, 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.

#### **25.11. Advance of Penal Bail**

In case a legal action is taken against the *Insured Person Abroad*, the *Alarm Centre* will advance the penal bail required by the local authorities up to an amount as mentioned in the Benefits Guide. This sum must be reimbursed to the *Underwriter* within 30 days after release. A surety will be asked in advance.

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.

#### **25.12. Advance of Solicitors fees**

In case a legal action is taken against the *Insured Person Abroad* concerning a traffic *Accident*, the *Alarm Centre* will organise an appointment with a solicitor and advances the amount of the solicitors' fees up to 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.

#### **25.13. Linguistic Assistance**

In case the *Insured Person Abroad* experiences linguistic problems in connection with the current actions, the *Alarm Centre* will offer help by doing the necessary translations in order to facilitate a good understanding of the procedure. In case the translations are not related to the assistance or health services covered, the *Alarm Centre* will communicate the particulars of an interpreter to the *Insured Person*. The interpreter's fees are at the expense of the *Insured Person*.

#### **25.14. Travel and Accommodation Expenses**

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

- the urgent return of an *Insured Person* because a *Close Relative* has passed away, or has been *Hospitalised* in a life-threatening or *Critical Condition*;
- the necessary presence of maximum one (1) *Close Relative*, in the event an *Insured Person* is *Hospitalised* in a life-threatening or *Critical Medical Condition*. This service shall only be rendered if the *Insured Person* has not yet died at 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 one (1) *Insured Person* in connection with major damage to the real estate property in the *Home Country* or *Country of New Destination*.

In case of a strike of the airport or railway personnel, a natural disaster, war, terrorist attack or sabotage, whereby the *Insured Person* experiences a delay (of more than 12 hours), the *Alarm Centre* will take charge of:

- the *Accommodation*;
- or the disposal of a substitute car to continue the journey;

and this up to the limits mentioned in the Benefits Guide.

The *Underwriter* covers the expenses for the extended stay of an ill or injured *Insured Person*, if he/she, on medical *Prescription* from a physician, may not set out on the return journey. The decision for an extended stay needs prior approval from the *Underwriter's* consulting physician. These expenses are limited per medical incident up to the limits given in the Benefits Guide.

If an ill or injured person has to extend his journey, the *Underwriter* also covers the *Accommodation expenses* of the other *Insured* travelling companions. These expenses are limited per medical incident up to the limits given in the Benefits Guide. The decision needs prior approval from the *Underwriter's* consulting physician.

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

#### **25.15. Assistance in case of Damage, Loss or Theft of *Baggage***

In case of loss or theft of *Baggage* the *Alarm Centre* will inform the *Insured Person* about the formalities of reporting the theft or the loss of the *Baggage*.

In case of loss or theft of *Baggage* the *Alarm Centre* organises, upon request of the *Insured Person*, the dispatch of a suitcase with personal belongings to substitute those lost, with a total weight limit of 20 kg. The suitcase must be delivered before dispatch at one of the representation offices of the *Alarm Centre*, together with a detailed inventory of the content.

In addition, the *Insured Person* has the right to the same compensation for the purchase of the first requisites as in the case of delay (see further Art. 25.17.).

#### **25.16. Repatriation of the *Baggage***

In case of *Repatriation* of an *Insured Person*, the *Alarm Centre* organises the transportation of the *Baggage* to the residence of the *Insured Person*.

#### **25.17. *Baggage* Delay**

In case of delay of more than 8 hours of the *Baggage* the *Underwriter* covers the expenses for the purchase of the first requisites up to the limits mentioned in the Benefits Guide.

#### **25.18. Reimbursement for ski lift pass**

In case the condition of the injured *Insured* requires *Hospitalisation* of more than 24 hours or a

*Repatriation* organised by the *Alarm Centre*, the cost of the lift pass will be reimbursed pro rata temporis, and limited as mentioned in the Benefits Guide.

In case of loss or theft of skis the *Underwriter* covers the rent of similar skis OR reimburses pro rata temporis the cost of the lift pass upon presentation of the original, and limited to the amounts mentioned in the Benefits Guide.

#### **Art. 26. What is not covered relating to *Module 2* Europat & Travel Assistance?**

Additional to the general exclusions mentioned in the General conditions common to all *Modules & Options* (Art. 6.), there will be no compensation or reimbursement for damage or expenses concerning:

- *Illnesses* or defects known – or reasonably should be known – by the *Insured Person* prior to the *Inception Date* of the *Insurance*, except when accepted by the *Underwriter*, or when the treating physician, prior to the departure has issued a written statement, that the *Insured* was able to travel;
- any item confiscated or detained by customs or police authorities;
- theft of *Baggage* when left unattended, other than locked in secured buildings or locked out of sight in the boot of a motor vehicle;
- any unaccompanied *Baggage*, that is forwarded or posted and therefore not accompanying the *Insured Person* while travelling;

- loss or theft of *Baggage* not reported to the police within 24 hours of discovery and supported by a written police statement;
- *Money*.

## Art. 27. Which extra *Options* do I have in this *Module 2*?

### **Option 1: Travel Cancellation/Travel Interruption**

If the *Insurance* has been extended with *Option 1*, the special terms below will also apply.

*Option 1* can only be taken out as a supplement to the Assistance Plan. The *Option* Travel Cancellation/Travel Interruption is limited in the number of consecutive days, and is subject to a *Deductible*, as mentioned in the Benefits Guide. This cover is valid worldwide.

#### 27.1. Travel Cancellation

This cover will compensate the cancellation expenses charged to the *Insured Person*, following the conditions of the travel contract, because of a cancellation for one of the following reasons, of which the *Insured* had no knowledge at the time of booking the trip:

- *Illness, Accident, Pregnancy Complications* or death of:
  - the *Insured Person*, his spouse/partner, a *Close Relative*;
  - a person who lives together with the *Insured Person* on the same address and is in his/her care and at his/her charge;
  - the private person where the *Insured* was invited to stay for free.

- pregnancy of the *Insured* or spouse/partner, in case the booked trip falls in the last 3 months of the pregnancy, and the pregnancy was not known at time of booking the trip;
- termination of the employment contract of the *Insured Person* by his employer for economic reasons;
- cancellation of leave of the *Insured Person* by his employer because of unavailability of a replacing colleague due to *Illness, Accident* or death;
- compulsory presence of the *Insured Person* due to the conclusion of an employment contract with a minimum duration of 3 months;
- necessary presence of a self-employed *Insured Person* because of the unavailability of a replacing colleague due to *Illness, Accident* or death;
- unavailability due to *Illness, Accident* or death of a person charged with taking care of a *Minor* or handicapped child or partner;
- major material damage to real estate property belonging to or rented by the *Insured Person* and occurring within 30 days before departure date;
- mandatory presence of the *Insured Person* called:
  - as a witness or member of the jury in court;
  - for military service or humanitarian aid;
  - for a re-examination in the period between departure date and 30 days after return date of the journey;
- if the *Insured Person* is called for the *Adoption* of a child;
- if the *Insured Person* is called for an organ transplant;

- inability of the *Insured Person* to receive, for medical reasons, a vaccination required for the destination;
- outbreak of an epidemic or pandemic and/or obligation of quarantine, imposed by the local government, due to an epidemic or pandemic, and whereby the transport and *Accommodation Costs* cannot be (fully) recovered or rebooked;
- denied boarding because the airport authorities suspect an infection, while there were no symptoms at all.
- refusal of the entry visa by the authorities of the country of destination;
- total immobilisation, due to a traffic *Accident*, fire or theft, of the private car of the *Insured Person* at the time of departure (or maximum 1 week before), or during the haul to the destination. Engine trouble or apparently bad maintenance are excluded from compensation;
- delay at the time of embarkation, unforeseen in the travel contract, at departure or during a hop, due to immobilisation of more than one hour because of a traffic *Accident* or force majeure during the haul to embarkation;
- political instability and hostility of the local population to *Your* nationality or ethnic group.

The cover for cancellation is also granted in case of cancellation by a travel companion due to one of the abovementioned reasons, as long as the travel companion also subscribes to the *Option* Cancellation/Interruption" with the *Underwriter*.

## 27.2. Travel Interruption

This cover will compensate the non-used travel days if the *Insured Person* has to interrupt his/her journey, for one of following reasons:

- *Illness, Accident* or death of:
  - the *Insured Person*, his Life Partner, a *Close Relative*,
  - a person who lives together with the *Insured Person* at the same address and is in his/her care and at his/her charge;
- necessary presence of a self-employed, *Insured Person* because of unavailability of a replacing colleague due to *Illness, Accident* or death;
- unavailability due to *Illness, Accident* or death of a person charged with taking care of a *Minor* or handicapped child or partner;
- major material damage to real estate property belonging to or rented by the *Insured Person* and occurring within 30 days before departure date;
- mandatory presence of the *Insured Person* as a witness or member of the jury in court;
- if the *Insured* is called for the *Adoption* of a child;
- theft or total immobilisation of the private car of the *Insured Person* due to a traffic *Accident* or fire that happened during the journey;
- delay at the time of embarkation, unforeseen in the travel contract, at departure or during a hop, due to immobilisation of more than one hour because of a traffic *Accident* or force majeure during the haul to embarkation;
- political instability and hostility of the local population to *Your* nationality or ethnic group;

- outbreak of an epidemic or pandemic and/or obligation of quarantine, imposed by the local government, due to an epidemic or pandemic, and whereby the transport and *Accommodation Costs* cannot be (fully) recovered or rebooked;
- denied boarding because the airport authorities suspect an infection, while there were no symptoms at all.

The cover for travel interruption is also granted in case of cancellation by a travel companion due to one of the abovementioned reasons, as long as the travel companion also subscribes to the *Option "Cancellation/Interruption"* with the *Underwriter*.

## 27.3. What is not covered relating to *Option 1*?

In addition to the general exclusions mentioned in the *Modules & Options* (Art. 6.), there will be no compensation for damage or expenses concerning:

- natural disasters (incl. volcano ash obstructing the air traffic);
- physical damage due to an *Accident* or *Illness* for which a medical or paramedical treatment was prescribed by the treating physician, before the conclusion of the *Insurance*;
- epilepsy, diabetes, evolution of a congenital *Disease*;
- *Chronic* or pre-existing *Disease* of the *Insured Person*, except when no special medical or paramedical treatment was necessary during the month before conclusion of the travel contract and according to the treating physician there was no reason not to travel;

- *Accidents* and disorders due to sports excluded in Art. 6.7.;
- psychological, psychosomatic, mental or nervous disorders except when they require an uninterrupted *Hospitalisation* of at least one week;
- *Complications*, problems with or interruption of pregnancy;
- insolvency of the *Insured Person*;
- defects with or bad condition of the private car planned for travelling;
- delay due to traffic problems and other normal incidents;
- administrative, visa and other similar expenses.

The above mentioned exclusions are not only applied to the *Insured Person* but also to the person whose medical condition is the cause of the demand for intervention and as far as these persons are not older than 75 years of age.

## 27.4 About Validity of the cancellation insurance

This cover is valid worldwide.

Travel Cancellation/Interruption 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.

### 27.5. How will claims be settled?

#### 27.5.1. In case of travel cancellation, the *Underwriter* will compensate:

- before commencement of the travel contract: 100% of the cancellation indemnity, contractually due to the *Insured Person*,
- in case of cancellation by the travel companion and if the *Insured Person* decides to travel alone: the extra hotel and change expenses;
- in case of immobilisation of the private car the *Insured Person* can set out on the journey in a rented car. In this case the *Underwriter* will intervene in the net rental price of the car up to an amount equal to the counted cancellation indemnity. Toll rates, fuel and insurance expenses remain at the expense of the *Insured Person*.

The intervention of the *Underwriter* will never exceed the insured amount and will always be calculated based on the cancellation indemnity in the conditions of the travel contract, valid for cancellation within 48 hours after the *Insured Person* has knowledge of the incident that caused the cancellation.

#### 27.5.2. In case of travel interruption, the *Underwriter* will compensate:

- the non-refundable part of the travel price at pro rata of the amount of non-used travel days,

calculated as from the moment of return home at the residence or as from the day of *Hospitalisation Abroad*.

- in case of immobilisation of the private car during the travel, the *Insured Person* can continue the journey in a rental car. In this case, the *Underwriter* will intervene in the net rental price of the car up to an amount equal to the calculated interruption indemnity. Toll rates, fuel and insurance costs remain at the expense of the *Insured Person*.

#### 27.6. What are the Obligations of the *Insured Person*?

The *Insured Person* must comply with the following:

- inform the *Underwriter* immediately in case of a covered claim and send a written declaration within 7 days from the moment the *Insured Person* has the possibility to do so;
- comply with the instructions of the *Underwriter* and send all information and documents that may be necessary or useful to the *Underwriter*;
- take all necessary and useful precautions to reduce damage to a minimum, i.e. from the moment the *Insured Person* has knowledge of the incident that can cause a cancellation of the trip, he/she will notify the travel agency or the tour operator immediately.

## GENERAL CONDITIONS SPECIFIC TO MODULE 3: YOUR PERSONAL PROTECTION

These conditions describe the elements that only apply to *Module 3*.

#### Art. 28. Who can be insured in *Module 3*?

Persons eligible for subscription to the *Accident* insurance:

- are sound of health and able-bodied at the *Inception Date*,
- are younger than 60 years (40 for the Milestone insurance).

Persons eligible for subscription to the *Illness* insurance:

- are sound of health and able-bodied at the *Inception Date*,
- are older than 18 years and younger than 56 years of age (40 for the Milestone insurance);
- working persons exercise a professional activity and benefit from a Professional Income.

#### Art. 29. What can be covered?

This cover guarantees payment of benefits mentioned in the Benefit List, in case of

- Death by *Accident*
- Death by *Illness*
- *Temporary Disability* by *Accident* (Working Persons only)
- *Temporary Disability* by *Illness* or *Complicated Pregnancy* (Working Persons only)

- *Permanent Disability* by *Accident*
- *Permanent Disability* by *Illness or Complicated Pregnancy*
- Help of a *Third Person* in case of a *Permanent Disability* (Working Persons only).

The maximum insurable sums are made dependant on the last *Gross Income*, reported to the *Underwriter* as mentioned in the Benefits Guide. Unless otherwise mentioned no sum paid out can be higher than the rates mentioned in the Benefits Guide.

Medical Underwriting is needed for all the covers covering *illness*.

### 29.1. Death Insurances

Death insurance can exist in 3 forms, that can be combined, unless otherwise stated:

- Fixed capital: the capital stays the same for the entire term the same capital. If the *Insured Person* wants to increase the capital, a new medical underwriting will have to be done.
- Mortgage insurance; the capital decreases every year, following the amortization of the loan
- Milestone insurance: the *Insured Person* can plan to increase the start capital temporary without new medical underwriting procedure, if presented to the *Underwriter*, within 30 days after reaching one of the following Milestones of life:
  - Marriage or legal cohabitation with a partner without an income (Couple with

single income). The capital will decrease again when the partner obtains an income, or in case of a divorce or decease of the partner.

- Birth of a first child. The capital will decrease again when the last child has ended his/her studies.
- Mortgage insurance can be taken in the Milestone formula, within the limits mentioned in the Benefits Guide, as long as the *Insured Person* is not older than 40 years old on the moment of conclusion. Furthermore this Milestone Mortgage insurance has the same characteristics as the normal Mortgage insurance. The Milestone Mortgage insurance cannot be combined with the normal Mortgage insurance.

In case of a Milestone insurance, the medical underwriting for the total capital (including planned increases) has to be done at the start of the policy.

### 29.2 Disability insurances.

Disability insurances can be taken out in following forms:

- *Temporary Disability* (for Working Persons only)
- *Permanent Disability*
- Help of a 3<sup>rd</sup> Person in case of *Permanent Disability* (for Working Persons only)

The maximum insurable sum for disability is dependant to the last *Gross Income*, reported to the *Underwriter* as mentioned in the Benefits Guide.

*Temporary Disability* is subject to a *Qualifying Period*. For *Accidents* this is 7 days, for *Illness* the *Customer* has the choice between 30, 60, 90, 120, 180 or 365 days.

It will be paid in form of a monthly pension, during the period of disability, with a max. of 2 years, and under condition that all formalities have been completed correctly.

*Permanent Disability* will only be paid after consolidation of the definite grade of disability. This consolidation can last maximum 2 years.

It will be paid out in a one-off capital, which is the sum of all pensions to be paid until end date, discounted with 2%/year.

Help of a third Person is an extra one-off capital that only can be paid out if the *Insured Person* is *Permanent Disabled* and dependent on assistance (other than medical care) from a *Third Party* (Working Persons only).

The amount of these benefits depend on the grade of disability.

### Art. 30. What is not covered relating to *Module 3*?

In addition to the general exclusions mentioned in the *Modules & Options* (Art. 6.), no benefit can be claimed for damage caused by or concerning:

- 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* or *Illness* for which the *Underwriter* already paid, or is due to pay benefits;

- unless otherwise stated, *Accidents* happening to an *Insured Person* as a rider of a motorcycle with a capacity of 50cc or more, if he/she has not yet reached the age of 25;
- the death of a child under the age of 6.
- any intentional and/or deliberate act carried out by the *Insured Person* or a *Beneficiary* (or if the *Beneficiary* had knowledge about the act to be happen and did not report it). If the *Beneficiary* is entitled to only a part of the death benefit this provision will only apply to that proportional part of the *Insurance*. The rights will in such case fall to the co-*Beneficiaries* according to their respective share, or in the absence thereof, to replacing Co- *Beneficiary(ies)*s in accordance with the order established in the policy, and in the absence thereof, to the succession of the *Customer*.
- mental disorders, regardless what the cause may be unless:
  - those for which diagnosis is based on organic symptoms,
  - those known and accepted by the *Underwriter*, as stated in the *Personal Certificate*,
  - those which are the result of a prior *Accident* for which the *Underwriter* already pays out, or is due to pay benefits;
- *Pregnancy Complications* in the first 10 months after *Inception date* of the policy;
- the normal maternity leave period;

- mandatory cessation of *Your* professional activity due to preventative or security reasons (e.g. Pregnancy in contagious environment, loss of license etc...);
- [attempted] suicide of the *Insured Person*;
- unless otherwise agreed, *Accident* with any aircraft piloted by the *Insured*, or a non-licensed pilot;
- losses resulting from currency fluctuations. Lump sums will always be paid out in Euro.

#### **Art. 31. Where are *You* insured?**

This Cover is valid on a worldwide basis subject to legal limitations. For some risk countries a premium loading can be demanded.

#### **Art. 32. What are *Your* Obligations?**

This *Insurance* does not provide any cover if the *Insured Person* or, in the event of death the *Beneficiary*, has not fulfilled any of the following obligations (see Art. 32.1, 32.2 and 32.3) and has consequently threatened the interests of the *Underwriter*.

In case of non-fulfilment of an obligation mentioned in the present *Insurance*, leading to an inaccurate evaluation of the risk or claim, the *Underwriter* may partially or completely cancel the right to benefits and reserves the right to request refund of any unduly paid benefits. In this case, the *Underwriter* may terminate the disability cover. The Disability Insurance will be void in case of intentional omission, or inaccuracy in the *Insured Person's*

declarations, leading the *Underwriter* to an inaccurate evaluation of the risk elements.

#### **32.1. Reporting a Claim**

In case of *Accident*, *Illness*, or *Complicated Pregnancy* the *Insured Person*, or in case of impossibility the *Beneficiary* or the *Customer*, is obliged to notify the *Underwriter* as soon as possible, but at the latest within thirty (30) days after the *Accident*, *Illness* or *Complicated Pregnancy* has occurred.

A medical report has to be sent to the *Underwriter*, including all the information regarding the cause, the start, the course and the consequences of the disability, as well as the treatment undergone and a description of the professional activities of the *Insured Person*.

The *Underwriter* reserves the right to request any other information that it deems necessary or to designate *Doctors* to examine the *Insured Person* as far as this may be required to determine the benefits to be paid. The ensuing medical fees are at the *Underwriter's* expense. The *Insured Person* authorises in advance all *Doctors* he/she has received treatment from to communicate any information regarding the *Insured Person's* health to the *Doctor* designated by the *Underwriter*.

The *Underwriter* must be informed within 30 days after the occurrence of any increase or decrease regarding the grade of disability or if the *Insured Person* has totally recovered from the disability. The

*Underwriter* will then immediately adapt benefits to the new grade, under reservation of all rights of information request or examination by a *Doctor* designated by the *Underwriter*.

In case of death the *Underwriter* should be notified at least 48 hours before the burial or cremation to determine the cause of death. *Customer* and *Beneficiary* are obliged to give their full cooperation.

### **32.2. What are the Obligations of the *Insured Person* in the event of an *Accident, Illness, or Complicated Pregnancy*?**

The *Insured Person* is obliged:

- to undergo 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 disability.
- to keep the *Underwriter* informed about the exact sums received from employer, Social Security or other insurers, for this disability period (accumulation control).

### **32.3. What are the Obligations of the *Customer*?**

The *Customer* is obliged to give his/her full cooperation to the *Insured Persons'* fulfilment of the

responsibilities as mentioned above. It is also the responsibility of the *Customer* to notify the *Underwriter* of any new born child within thirty (30) days after the birth. Cover can then be in force from the date of birth, provided that all the children qualifying for the purpose have been insured under this cover.

## **Art. 33. How will a claim be settled?**

### **33.1. Right to benefit in the event of death**

The right to benefit occurs when the *Insured Person*, over the age of 6, has died as a direct result of an *Accident, Illness or Pregnancy Complications*.

If an *Insured Person* disappears during the period of *Insurance* and such *Insured Person's* body is not found within 12 months after disappearance and sufficient evidence is produced, satisfactory to the *Underwriters*, that leads inevitably to the conclusion that the *Insured Person* sustained death, solely and directly as a result of an insured event, the *Underwriters* will pay the death lump sum, mentioned in the *Personal Certificate*, provided that the person(s) to whom the sum is paid shall sign an undertaking to refund the sum to the *Underwriters* if the *Insured Person* is subsequently found to be living.

If, with respect to the same *Accident or Illness*, 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.

### **33.2. *Beneficiary(ies)* of the *Insurance* in case of death**

The *Customer* is free to designate the *Beneficiary(ies)*.

He/she can, at all times change the *Beneficiary* designation by means of a signed and dated letter, submitted to the *Administrator*.

In general, there are two classes of *Beneficiaries*, primary (nominated) and secondary (legal inheritors). *Beneficiaries* in the same class will share equally in any death benefit payable to them, unless a designation from the *Insured Person* states otherwise. In case of a Mortgage insurance the bank can only receive the outstanding loan, and possible interest payment arrears.

The death benefit will be paid to:

1. Any primary *Beneficiary* being alive when the *Insured Person* dies,
2. If no primary *Beneficiary* is available, or if all primary *Beneficiaries* have received their benefit designated by the *Customer* but there is still part of the sum insured left, then remaining benefits are paid to secondary *Beneficiaries* then alive,
3. If no *Beneficiary* is available after death of the *Insured Person*, benefits will fall to the *Underwriter* save for any legal claims made by the state.

### **33.3. Right to benefit in the event of *Disability***

The right to benefit occurs when the *Insured Person* is *Permanently Disabled* as a direct result of an *Accident, Illness, or Complicated Pregnancy*.

The benefit will be determined as a percentage of the insured lump sum according to the percentage of disability (see Art. 33.4.).

In case of *Accident*, this will be as from the 1<sup>st</sup> % in case of *Illness* or *Pregnancy Complication* the right to benefit will only exist when the grade of disability of the *Insured Person* is equal to or higher than 25% for Working Persons or 33% for Non-Working Persons, and upon completion of the *Qualifying Period*,

Right to benefits occurs:

- upon production of the documentation mentioned under Art. 32;
- subject to the *Insured Person* not having reached the age of 65 for *Accidents* and 60 for *Illnesses* at the beginning of the disability.

The payment of the benefit occurs proportionally to the grade of disability.

### 33.4. Determination of the Benefit Percentage

The grade of *Disability* will be determined by a medical consultant designated by the *Underwriter* as soon as the *Insured Person* seems to be in a stable condition. The grade of disability is determined according to *Physiological* criteria.

The consultant will determine the percentage of functional loss of a certain part of the body or organ, and/or the percentage of functional loss of the body as a whole, according to objective standards and with the latest edition of the "Official European Scale for determination of the grade of Invalidity".

The grade of invalidity will be determined without regard to externally applied prosthetic devices and apparatus.

However, if internal prosthetic devices and apparatus have been applied, the lesser functional loss obtained by the use of this apparatus will be taken into account. The benefit percentage will be equal to the percentage of functional loss.

Disability higher than 66% will be seen and paid out as 100% disability.

### 33.5. *Qualifying Period in case of Temporary Disability.*

The duration of the *Qualifying Period* for *Temporary Disability* due to *Accident* is 7 days.

The duration of the *Qualifying Period* for *Temporary Disability* due to *Illness* is stated in the *Personal certificate*.

During this period, no benefit is due.

The maximum payment period of the *Temporary Disability Pension* is 2 years, minus the *Qualifying Period*. It can end earlier after agreement on consolidation of the lesions.

#### 33.5.1. *Qualifying Period in case of Relapse*

In case of a medically proven relapse within three (3) months following the end of the disability, the resulting disability will be considered as a continuation of the initial disability.

This means that the *Qualifying Period* is no longer applicable, under the condition that this *Qualifying Period* has been entirely completed since the beginning of the initial disability.

In case the *Qualifying Period* was not entirely completed since the beginning of the initial disability, it will be applicable for the remaining time, starting at the verification of the relapse. In case the relapse occurs more than three (3) months after the end of the initial disability, the resulting disability will be considered as a new disability.

### 33.6. *When does Permanent Disability starts?*

After the period of *Temporary Disability* has passed, the period of *Permanent Disability* starts automatically. This is normally after 2 years. *Permanent Disability* can only start earlier (which means *Temporary Disability* stops earlier) after consolidation of the lesion.

### 33.7. Cumulative Benefits

If different *Accidents* or *Illnesses* happen to one *Insured Person* during this cover, the sum of all benefits will never exceed the overall limit mentioned in the Benefits Guide.

### 33.8. Payment of the Benefit

The benefit will be paid to the *Beneficiary* which is the *Insured Person* him/herself or in case of death his/her heirs or the rightful claimants as stated in Art. 33.2.

#### Art. 34. When does this cover end?

Unless otherwise mentioned in the *Policy Schedule* or *Personal Certificate* the Personal Protection Insurance for individuals will automatically end upon the first *Renewal Date* after the 65th birthday of the *Insured Person* for *Accidents*; and 60<sup>th</sup> birthday for *Illnesses*.

#### 34.1. Aggravation of Risk

In case of an increase of cover (even a reinstatement to its original form after a period of decrease), the *Underwriter* reserves the right to start the medical underwriting procedure again and to refuse the additional cover or to accept it against special conditions.

In case of aggravation of risk because of change in the professional activity or move to a more dangerous area, the *Underwriter* reserves the right to adapt the premium to the new situation or to cancel the policy. The *Customer* then has the right to cancel the cover if he/she does not agree with the new premium, with a thirty (30) days' notice after the announcement of the premium increase.

#### Art. 35. Intellectual Property of the Milestone Concept

This concept of adapting the death cover to the clients' family situation has been registered as a concept model at B.B.D.M (i-depot) N°135387/2022, and licensed to Expat & Co to market.

## GENERAL CONDITIONS SPECIFIC TO MODULE 4: YOUR INCOME PROTECTION

These conditions describe the elements that only apply to *Module 4*. *Module 4* cannot be taken out in combination with *Module 3* Disability cover.

#### Art. 36. Who can be insured in *Module 4* ?

Persons eligible for subscription to the *Module 4* Insurance:

- are sound of health and able-bodied at the *Inception Date*,
- are older than 18 years and younger than 56 years of age;
- benefit from a Professional Income.

#### Art. 37. What can be covered?

This cover guarantees payment of benefits as mentioned in the Benefit Guide, in case of *Temporary* or *Permanent Disability* of the *Insured Person*, due to *Accident*, *Illness* or *Complicated Pregnancy*.

The maximum insurable sums are dependent on the last *Gross Income* reported to the *Underwriter* and on age of the *Insured Person*, as mentioned in the Benefits Guide.

The amount of benefits depends on the grade of disability.

No pension paid out, Social Security or other benefits (employer, own business, donation ...) combined, can be higher than the really earned

*Gross Income* over a 12 months period or the insured sum, mentioned in the Benefits Guide.

#### Art. 38. What is not covered relating to *Module 4*?

In addition to the general exclusions mentioned in the *Modules & Options* (Art. 6.), no benefit can be claimed for damage caused by or concerning:

- 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* or *Illness* for which the *Underwriter* already paid, or is due to pay benefits;
- unless otherwise stated, *Accidents* happening to an *Insured Person* as a rider of a motorcycle with a capacity of 50cc or more, if he/she has not yet reached the age of 25;
- any intentional and/or deliberate act carried out by the *Insured Person*.
- mental disorders, regardless what the cause may be unless:
  - those for which diagnosis is based on organic symptoms,
  - those known and accepted by the *Underwriter*, as stated in the *Personal Certificate*,
  - those which are the result of a prior *Accident* or *Illness* for which the *Underwriter* already pays out, or is due to pay benefits;
- *Temporary Disability* due to depression or burn-out, strictly limited to following conditions:

- The depression or burn-out has been diagnosed and stated with a detailed medical report for the *Underwriter* by a qualified and legally licensed psychiatrist.
- The chosen *Qualifying Period* as mentioned in the *Policy Schedule* will be prolonged with 3 months.
- The cover period can never last longer than the *Temporary Disability* cover (2 years minus *Qualifying Period*). There is no *Permanent Disability* cover for depression or burn-out.
- All *Temporary Disabilities* for depression and burn-out are limited to a lifetime maximum of 3 years.
- *Pregnancy Complications* in the first 10 months after *Inception date* of the policy;
- the normal maternity leave period;
- mandatory cessation of *Your* professional activity due to preventative or security reasons (e.g. Pregnancy in contagious environment, loss of license etc...);
- (attempted) suicide of the *Insured Person*;
- unless otherwise agreed, *Accident* with any aircraft piloted by the *Insured*, or a non-licensed pilot
- losses resulting from currency fluctuations. Pensions and Capitals will always be paid out in Euro.

#### Art. 39. Where are *You* insured?

This Cover is valid on a worldwide basis subject to legal limitations. For some risk countries a premium loading can be demanded.

#### Art. 40. What are *Your* Obligations?

This *Insurance* does not provide any cover if the *Insured Person* has not fulfilled any of the following obligations (Art. 40.1, 40.2, 40.3) and has consequently threatened the interests of the *Underwriter*.

In case of non-fulfilment of an obligation mentioned in the present *Insurance*, leading to an inaccurate evaluation of the risk or claim, the *Underwriter* may partially or completely cancel the right to benefits and reserves the right to request refund of any unduly paid benefits. In this case, the *Underwriter* may terminate the disability cover. The Disability insurance will be void in case of intentional omission, or inaccuracy in the *Insured Person's* declarations, leading the *Underwriter* to an inaccurate evaluation of the risk elements.

##### 40.1. Reporting a Claim

In case of *Accident, Illness, or Complicated Pregnancy* the *Insured Person*, or in case of impossibility the *Customer*, is obliged to notify the *Underwriter* as soon as possible, but at the latest within thirty (30) days after the *Accident, Illness* or *Complicated Pregnancy* has occurred.

A medical report has to be sent to the *Underwriter*, including all the information regarding the cause, the start, the course and the consequences of the disability, as well as the treatment undergone and a description of the professional activities of the *Insured Person*.

The *Underwriter* reserves the right to request any other information that it deems necessary or to designate *Doctors* to examine the *Insured Person* as far as this may be required to determine the benefits to be paid. The ensuing medical fees are at the *Underwriter's* expense. The *Insured Person* authorises in advance all *Doctors* he/she has received treatment from to communicate any information regarding the *Insured Person's* health to the *Doctor* designated by the *Underwriter*.

The *Underwriter* must be informed within 30 days after the occurrence of any increase or decrease regarding the grade of disability or if the *Insured Person* has totally recovered from the disability. The *Underwriter* will then immediately adapt benefits to the new grade, under reservation of all rights of information request or examination by a *Doctor* designated by the *Underwriter*.

##### 40.2. What are the Obligations of the *Insured Person* in the event of an *Accident, Illness, or Complicated Pregnancy*?

The *Insured Person* is obliged:

- to undergo 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* or *Illness* 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 disability.

- to keep the *Underwriter* informed about the exact sums received from employer, Social Security or other insurers, for this disability period (accumulation control).

#### 40.3. What are the obligations of the *Customer*?

The *Customer* is obliged to give his/her full cooperation to the *Insured Persons*' fulfilment of the responsibilities as mentioned above.

#### Art. 41. How will a claim be settled?

##### 41.1. Right to benefit in the event of Disability

The right to benefit occurs when the *Insured Person* is *Temporary* or *Permanently Disabled* as a direct result of an *Accident, Illness* or *Pregnancy Complication*.

The benefit will be determined as a percentage of the insured lump sum according to the percentage of disability (see Art. 41.2.).

The right to benefit will only exist when the grade of disability of the *Insured Person* is equal to or higher than 25%, and upon completion of the *Qualifying Period*,

Right to benefits occurs:

- upon production of the documentation mentioned under Art. 40.;
- subject to the *Insured Person* not having reached the age of 65;

The payment of the benefit occurs proportionally to the grade of disability.

##### 41.2. Determination of the Benefit Percentage

The grade of Disability will be determined by a medical consultant designated by the *Underwriter* as soon as the *Insured Person* seems to be in a stable condition. The grade of disability is determined according to *Physiological* and *Economic* criteria.

The consultant will determine the percentage of functional loss of a certain part of the body or organ, and/or the percentage of functional loss of the body as a whole, according to objective standards and with the latest edition of the "Official European Scale for determination of the grade of Invalidity".

The grade of invalidity will be determined without regard to externally applied prosthetic devices and apparatus. However, if internal prosthetic devices and apparatus have been applied, the lesser functional loss obtained by the use of this apparatus will be taken into account. The benefit percentage will be equal to the percentage of functional loss.

The grade of *Economic Disability*, will be determined while taking into account the professional activities of the *Insured Person* at the moment of the claim, as well as his/her capacities to readapt to a professional activity compatible with his/her knowledge, capabilities and social situation, under normal economic conditions.

The benefit percentage taken into consideration corresponds to the highest grade of both types of disability.

Disability higher than 66% will be seen and paid out as 100% disability.

##### 41.3. *Qualifying Period* in case of *Temporary Disability*.

The duration of the *Qualifying Period* is stated in the *Personal certificate* (choice between 30,60, 90, 120, 180, 365 or 730 days).

During this period, no benefit is due.

The maximum payment period of the *Temporary Disability Pension* is 2 years, minus the *Qualifying Period*. It can end earlier after agreement on consolidation of the lesions.

##### 41.3.1. *Qualifying Period* in case of Relapse

In case of a medically proven relapse within three (3) months following the end of the disability, the resulting disability will be considered as a continuation of the initial disability.

This means that the *Qualifying Period* is no longer applicable, under the condition that this *Qualifying Period* has been entirely completed since the beginning of the initial disability.

In case the *Qualifying Period* was not entirely completed since the beginning of the initial disability, it will be applicable for the remaining time, starting at the verification of the relapse. In

case the relapse occurs more than three (3) months after the end of the initial disability, the resulting disability will be considered as a new disability.

#### **41.4. When does *Permanent Disability* starts?**

After the period of *Temporary Disability* (730 days) has passed, the period of *Permanent Disability* starts automatically.

#### **41.5. Cumulative Benefits**

If different *Accidents* or *Illnesses* happen to one *Insured Person* during this cover, the sum of all benefits will never exceed the overall limit mentioned in the Benefits Guide.

#### **41.6. *Beneficiary* of the Benefit**

The benefit will be paid to the *Insured Person*.

#### **Art. 42. When does this cover end ?**

Unless otherwise mentioned in the *Policy Schedule* or *Personal Certificate* the Income Protection Insurance will automatically end upon the first *Renewal Date* after the 60th birthday of the *Insured Person*.

This means:

- No premium will be demanded after this date
- No new claims will be initiated after this date.
- Claims already initiated before this date will still be paid until 65.

#### **42.1. Aggravation of Risk**

In case of an increase of cover (even a reinstatement to its original form after a period of decrease), the *Underwriter* reserves the right to start the medical underwriting procedure again and to refuse the additional cover or to accept it against special conditions.

In case of aggravation of risk because of change in the professional activity or move to a more dangerous area, the *Underwriter* reserves the right to adapt the premium to the new situation or to cancel the policy. The *Customer* then has the right to cancel the cover if he/she does not agree with the new premium, with a thirty (30) days' notice after the announcement of the premium increase.

## GENERAL CONDITIONS SPECIFIC TO MODULE 5: YOUR PERSONAL BELONGINGS ON THE MOVE

These conditions describe the elements that only apply to *Module 5*.

#### **Art. 43. About the *Insurer*.**

This *Insurance* is placed with a European *Insurer*, which can be a non-admitted *Insurer* outside Europe.

This means the *Insurer* has not been approved by the local state's insurance department and doesn't necessarily follow local state insurance regulations. In case of insolvency, there is no guarantee from the local state and in case *You* think *Your* case was not handled properly, there is no resource available to the local state insurance department of the state where *You* live.

#### **Art. 44. What is covered in *Option 1 'Content'*?**

The object of this *Module* is to cover *Household Effects* and furniture within the *Private Dwelling(s) of Standard Construction*, mentioned as the *New Destination* address in the *Personal Certificate*.

Also covered are the *Contents* in domestic outbuildings and garages of standard or non-standard construction contained within the premises named in the *Personal Certificate*. The goods are covered up to the amount stipulated in the *Personal Certificate*.

#### **Art. 45. Which *Content* is insured?**

Are insured the *Contents* belonging to or under the responsibility of the *Insured* which normally fall into the notion of *Household Effects* and which, during the period of validity of the *Insurance*, are located at the address of *New Destination Abroad*, mentioned in the *Personal Certificate*.

Furthermore the goods if and so far as these are not otherwise insured, whilst temporarily moved or removed from the premises:

- against loss or damage caused by any of the Perils insured under Art. 46.
- in any occupied *Private Dwellings*,
- in any building;
- where the *Insured Person* or any permanent member of his household is residing or is employed;
- in any trade building for the purpose of alteration, cleaning or processing;
- whilst deposited for safe custody in any hotel, inn, lodging house, club, bank or safe deposit;
- against loss or damage elsewhere caused by the perils of fire, lightning, explosion, aircraft or natural disaster only;
- damage or theft during a removal (change of residence), during max. 90 days, incl. temporary storage in a furniture or customs warehouse, exclusively caused by the dangers of fire, lightning strike, explosion, impact by vehicles, aircraft crash, natural disasters or theft, and this in 2nd instance after exhaustion of the contractual indemnity owed by the service provider..

#### **Art. 46. What are the Insured Perils relating to *Content*?**

This *Insurance* covers the Insured *Content* against the following dangers:

- fire;
- explosion;
- lightning strike, induction and overloading as a result of lightning;
- electricity damage to appliances due to over/undervoltage on the power grid;
- natural disaster;
- scorching, melting, charring and overheating;
- smoke and soot;
- impact by any vehicle or animal, aircraft crash and other devices or articles dropped thereof;
- storm or tempest with a minimum wind velocity of 80 km/h;
- 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;
- robbery and home-jacking;
- defrosting of frozen goods due to the above mentioned hazards;
- breaking of glass plates as part of furniture and mirrors, TV screens.
- removal damage by a professional mover (max. 90 days of transport and storage risk). This cover is a cover in 2nd rank, after exhaustion of the contractual indemnity owed by the mover.

#### **46.1. Additional Costs**

Following additional costs will be compensated, as far as necessary, and not exceeding 100% of the Sum Insured:

- costs for fire brigade, rescue, salvation;
- costs for 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).

#### **Art. 47. *Option 2: All Risk Personal Valuables***

If the *Insurance* has been extended with the *Option 2* – All Risk the special terms below will also apply.

This *Option* covers physical loss of or damage to the personal effects and valuables described in the *Personal Certificate* from any cause except as hereafter specified, but is limited to the Sums Insured stated in the *Personal Certificate* or in the Application Form which makes part of the *Insurance*.

This cover is valid worldwide. In some risk countries the premium can be loaded.

#### **Art. 48. *Option 3: Baggage***

If the *Insurance* has been extended with *Option 3*, the special terms below will also apply. The *Baggage Option* is limited in the number of

consecutive days, and is subject to a *Deductible*, as mentioned in the Benefits Guide.

This cover is valid worldwide. In some risk countries the premium can be loaded.

*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 damaged or stolen as a result of an urgent medical *Transport* of the *Insured* following a covered *Accident* or *Illness*;
- is damaged or stolen as a consequence of or following a traffic accident;
- is damaged or stolen as a result of or following a natural disaster.

#### **Art. 49. What is not covered relating to *Module 5*?**

##### **49.1. Regarding *Content (Option 1)*, and *Baggage (Option 3)*?**

In addition to the general exclusions mentioned in the *Modules & Options* (Art. 6.), there will be no reimbursement for damage or expenses concerning:

- any item confiscated or detained by customs or police authorities;
- prejudices caused by or which are the consequence of imprisonment, confiscation or seizure of the means of transport in which the insured goods are;
- breakage of strings and ripping of skins on musical instruments;
- motor vehicles (including motor-bikes), camping cars and trailers, vessels (with the exception of sailboards), aircraft (including delta-plan and gliding equipment), and other vehicles (with the exception of bicycles) as well as the accessories thereto, parts and attachments;
- loss or damage caused by any vehicle or animal belonging to or under the control of the *Insured Person* or any permanent member of his household;
- loss or damage caused by storm, tempest or water to the *Contents* of domestic outbuildings and garages of non-standard construction;
- animals;
- stamps, coins and similar collections;
- loose natural pearls and precious stones;

- articles of brittle nature, mirrors and glass plates whilst being (temporarily) (re)moved other than by professional movers;
- temporarily (re)moved *Contents* outside the territorial limits specified in the *Personal Certificate*;
- theft of *Baggage* when left unattended, other than locked in secured buildings or locked out of sight in the boot of a motor vehicle;
- any property specifically insured against the perils covered hereby under any other insurance (CMR, professional liability, fire insurance,...);
- any unaccompanied *Baggage*, that is forwarded or posted and therefore not accompanying the *Insured Person* while travelling;
- loss or theft of *Baggage* not reported to the police within 24 hours of discovery and supported by a written police statement;
- 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;
- defacement, scratches, dents etc. to suitcases, as long as the suitcases can still be used for their intended use;
- losses resulting from currency fluctuations;
- glasses, lenses, hearing aids, prosthesis;
- *Values* (cash, *Money*, post or bank payment orders, travel vouchers, letters of credit or debit).

#### 49.2. Regarding All Risk (*Option 2*)?

In addition to the general exclusions mentioned in the *Modules & Options* (Art. 6.), there will be no reimbursement for damage or expenses concerning:

- any item confiscated or detained by customs or police authorities;
- breakage of articles of a brittle nature other than jewellery, unless such breakage is caused by burglars, thieves or fire;
- wear and tear, depreciation, vermin, internal mechanical or electrical breakdown, gradual deterioration, rusting, any process of cleaning, repair, restoration or alteration;
- damage caused by insects, worms, maggots, rodents or by any parasite;
- loss of cash, currency or bank notes.

#### Art. 50. How will Damage be Compensated?

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

- the replacement value for furniture with less than 30% wear and tear and objects not older than one year;
  - the actual value for buildings and furniture with more than 30% wear and tear and objects older than one year;
  - 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;
- with as upper limit the amount stipulated as insured sum in the *Personal Certificate* or 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.

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.

Compensation will be made in "first risk", without application of a proportionate rule. For all claims, a *Deductible* as mentioned in the Benefits Guide will be applied.

In the event of the *Private Dwelling* named in the *Policy Schedule* or *Personal Certificate* being left without an authorised inhabitant for more than 28 consecutive days, the *Deductible* will be doubled.

#### Art. 51. What are the Obligations of the *Insured Person*?

##### 51.1. in relation to *Baggage* claims

The *Insured Person* must fulfil following obligations:

- take all necessary and useful precautions to protect the *Baggage*;
- in case the *Baggage* is put away in a car, close the doors and the boot by key, close the windows and sunroof;
- put special and precious items and jewels that are not worn away in a safe;

- in case of theft: have an official report immediately established by the local authorities and have traces of the burglary duly noted;
- in case of total or partial damage, or non-delivery of the *Baggage* by the carrier: file a complaint with the carrier within the legal terms, have them draw up an official report (P.I.R. Property Irregularity Report), stating that *Baggage* was lost, damaged, or did not arrive at scheduled time and date, and indicating the date and time of actual arriving;
- keep the transport documents and *Baggage* labels;
- in all cases, inform the *Underwriter* within 48 hours after return (except in case of force majeure), and conform to the instructions and send all information and document which can be necessary or useful to the *Underwriter*;
- prove the correctness in quality and quantity and present the purchase voucher of special and/or precious items.

## GENERAL CONDITIONS SPECIFIC TO MODULE 6: YOUR LIABILITY & LEGAL ASSISTANCE

These conditions describe the elements that only apply to *Module 6*.

### OPTION 1: PRIVATE LIABILITY

#### Art. 52. What and who is covered in the *Option 1 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*, by:

- One of the *Insured Persons* mentioned in the *Personal Certificate* who pay a premium for *Module 6 - Option 1*, in their private life, and during transport from and to work or school;
- *Minor children* of the *Insured Person*, from a previous relationship, who do not normally live with the *Insured Person*, if it appears that the person with whom the child lives would not have insurance, and the *Insured Person* is held liable as a parent;
- Dogs owned by the *Insured Person* guarding *Your* professional premises;
- Persons for whom the *Insured* is responsible, as domestic employees or family helpers while at work in *Your* private life, including when doing housework, and cleaning work in rooms used for (semi-)professional purposes;

- Actions of persons for whom the *Insured* is responsible in his/her capacity of leader, appointee or organiser of youth movements, with the exclusion of the *Non-Contractual Liability* of that movement as a legal person.
- Persons who look after, not professionally, but with or without pay:
  - *Your Children* who live with *You*, or children *You* have under custody;
  - Pets *You* own or are under *Your* custody. *We* understand as 'pets': small privately kept domesticated animals (dogs, cats, chickens ...) or animals kept for pleasure (fish, hamster etc...). *We* do not cover animals that are forbidden to keep, that are professional farm animals, breed animals, or wild animals. Horses and ponies are limited to 1 riding horse or pony, owned by the *Insured Person* (one per *Insured Person*).
- Is also covered: *Your own Minor Children*, if they are injured by *Minor Children* or pets of third parties who were under *Your* supervision free of charge (non-professional).

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

*We* do not regard the following activities as professional activity:

- 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 sum mentioned in the Benefits Guide, per claim and per *Insurance Year*.

#### Beware of hobbies that get out of hand!

For example, you organise welcome evenings for newcomers, give tutoring, are a city or nature guide...

If you acquire an income by doing so, it is a professional activity that is not insured in this *Insurance*.

Such paid (secondary) activities can be insured as an extension to this insurance. This will be stated in the *Policy Schedule*.

#### Art. 53. Where are *You* covered?

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

#### Art. 54. Extent of the Guarantees in Time

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

## Art. 55. Specific Risks and situations

### 55.1. Minor Children

We insure *Third Party* liability of *Minor Children* insured in this policy, even in following situations:

- should *Minor Children* deliberately cause damage to *Third Parties*;
- should *Minor Children*, without the knowledge of their parents, of the persons who have them under their supervision and of the owner or the holder of the vehicle, drive a motor vehicle, or a vehicle on rails, or sets it into motion, and/or transport passengers, before they have reached the legally required age and license for doing so. The damage caused to the motor vehicle, or the vehicle on rails, which belongs to a *Third Party*, and to the passengers is also compensated.

### 55.2. 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*, including *Your* home office for professional use;
2. a garage for *Your* personal use located at another address;
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 for private as well as for professional purposes;
  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 family 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*.

### 55.2.1. 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 the separate insurance *Option 2 - Tenant liability*, where this can be 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.  
*We* refer to the separate Insurance *Module 5 - Content*, where this can be covered.

### 55.3. Means of Transport and Travel

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

1. 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;
2. as a passenger of a vehicle of whatever type;
3. as a pedestrian.

4. as owner, holder, or user of model aircrafts and other model vehicles, including drones, used for purely sporting or recreational purposes within the permitted area, and for which a compulsory liability insurance is not required.
5. 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.
6. 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.

#### 55.4. 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.

#### 55.5. 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. 56. What is not covered relating to Private Liability?

In addition to the general exclusions mentioned in the General Conditions common to all *Modules & Options* (Art. 6), there will 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 liability under a contract or assumed to be under a contract (like Tenant Liability, or equipment hired or borrowed in return), unless otherwise mentioned;
- damage which falls under the *Non-Contractual Liability* subject to a legally compulsory insurance;
- all damage arising out of the profession, occupation or business of the *Insured*;
- damage caused by the use of an aircraft which belong to the *Insured Person* or have been taken on rental or are used by him/her;
- damage caused by drones of more than 5kg weight;
- 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;

- damage caused by buildings as the result of building, rebuilding, enlarging or renovating if these works undermine the stability of the insured or adjoining buildings.
- consequences of any liability the *Insured Person* may have in relation to fire, explosion, or water damage, other than mentioned in Art. 55.;
- damage caused by the practice of hunting activities as well as the damage to wild animals;
- in case of malice, serious culpability or negligence on the part of the *Insured*;
- damage resulting from an intentional act by the *Insured Person* who has reached the age of 16 years, and 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 bets or dares, and acts of violence;
- 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. 55.4.;
- damage caused by lands and by gardens not included in the guarantee of the present *Insurance*;
- damage arising out of the ownership, occupation, possession or use by the *Insured* of animals, other than pets;

- bodily injury to any person who at the time of sustaining such injury is actually engaged in the *Insured Person's* service, as far as this is, or should be, by local law, insured in an occupational accident insurance;
- material damage to property belonging to or in the care, custody or control of the *Insured Person*, without prejudicing to what has been determined in Art 56.4;
- US/Canada punitive or exemplary damages.

#### **Art. 57. 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*.

#### **OPTION 2: TENANT LIABILITY**

##### **Art. 58. What is covered in *Option 2* 'Tenant Liability'?**

If the *Insurance* has been extended with the *Option 2* Tenant Liability, the special terms below will apply.

The Option 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 *New Destination* Address, for damage caused by any of the Insured Perils (Art. 59.) 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. 59. 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, on the part of a resident *Family Member*, or on the part of domestic employees or family helpers as far as they have no liability insurance themselves:

- 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;
- robbery and home-jacking;
- breaking of glass plates, mirrors, glass windows and TV screens.

##### **59.1. 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 (taxes 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 Perils.

#### **Art. 60. 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. 6.), 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;
- *Values* (cash, *Money*, post or bank payment orders, travel vouchers, letters of credit or debit);
- US/Canada punitive or exemplary damages.

#### **Art. 61. 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;
- with as upper limit the amount stipulated as insured sum in the *Personal Certificate* or Benefits Guide.

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.

Compensation will be made in "first risk", without application of a proportionate rule. For all claims, a *Deductible* as mentioned in the Benefits Guide will be applied.

In the event of the *Private Dwelling* named in the *Policy Schedule* or *Personal Certificate* being left without an authorised inhabitant for more than 28 consecutive days, the *Deductible* will be doubled.

#### **Art. 62. What are the Obligations of the Insured Person in relation to Tenant Liability?**

The *Insured Person* shall give to the *Underwriter* 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*.

The *Insured Person* shall not admit liability for 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.

## GENERAL TO PRIVATE AND TENANT LIABILITY:

### Art. 63. Legal Assistance

#### 63.1. What is covered in 'Legal Assistance'?

When the private rights or interests of the *Insured* are at risk, due to incidents occurring during the period of *Insurance*, with the exception of losses as a consequence of the possession, the keeping or the use of a motorized vehicle subject to compulsory insurance, the *Insured* can claim a payment 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 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* is sued 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 *Underwriter*, as far as these are not to be recuperated from a *Third Party*, namely:

- the costs in relation to the investigation and the handling of the case;
- the costs in relation to the calling in of lawyers, bailiffs, witnesses and experts. The fees of the lawyers are not chargeable to

the *Underwriter* 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 *Underwriter*, 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* for *Family Members*" in *Module 2 - Assistance*.

On the request of the *Insured* and provided there is sufficient guarantee, the *Underwriter* 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, as far 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 *Underwriter* 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 1 month after the date on which the competent tribunal has pronounced the judgement.

Reimbursement to the *Underwriter* 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.

From the moment when the *Underwriter* 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.

#### 63.2. Settlement of Disputes and Freedom of choice of lawyer or expert

*We* 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.

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 1 month after the *Underwriter* has communicated to 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* point 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, then 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 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*.

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

### 63.3. What is not covered relating to Legal Assistance?

In addition to the general exclusions mentioned in the General Conditions common to all *Modules & Options* (Art. 6), there will be no reimbursement for:

- damage or expenses following cases that are also excluded in Private or Tenant liability;
- damage caused to or conflicts between *Family Members* of the *Insured Person* living at the same address;
- the cases of legal assistance in which the interest at stake is less than € 250;
- the legal assistance costs (including the costs linked to the calling in of a lawyer or an expert)

which are incurred without the prior approval of the *Underwriter*;

- the costs which are the consequence of omissions or faults of the *Insured* in relation to the treatment of the case;
- fines, retributions, amicable settlements proposed by the courts;
- US/Canada punitive or exemplary damages.

### Art. 64. Obligations of the *Insured Person*.

The *Insured Person* shall give to the *Underwriter* 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 for 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 Person* 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. 65. 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](mailto: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.**

**Assesteeweg 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](mailto:help@expatinsurance.eu) (24/7)

or: [claims@expatinsurance.eu](mailto:claims@expatinsurance.eu)

(office hours GMT +1)

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