Globi Insurance

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

Benefits Guide

Benefits Guide

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

Maximum cover per person per annum/trip.

Module 1 - Medical Treatment Costs	BASIC	COMPREHENSIVE
• Medical Treatment Costs	€ 150.000 / year	€ 300.000 / year
• Hospitalisation in semi-private room due to accident, illness, max. 365 consecutive days	100%	100%
• Ambulatory treatment costs due to accident, illness	100%	100%
• Prescription medication (medication free available without prescription is not covered)	100%	100%
• Follow-up treatment after return to home country	Not covered	max. 6 months
• Extension of cover after return in home country possible when no right to social security	max. 6 months	max. 6 months
• Pregnancy and childbirth (after a 1 year waiting period)	Not covered	max. € 5000
- incl. max. amount of controls and echo's		1 control per 6 weeks, incl. 4 echo's
• Urgent dental care (e.g. fillings, fixing broken teeth, a root canal treatment)	€ 400 / year max. € 250 / claim	€ 800 / year max. € 250 / claim
• Annual dental check-up (after a 1 year waiting period)	Not covered	€ 75
• Dental surgery following an accident	100%	100%
• Mandatory vaccinations for the stay abroad (after a waiting period of 1 year)	Not covered	YES
• Preventative health care (after a 3 months waiting period)	75% max. € 250 / year	75% max. € 250 / year
• Psychological help (incl. NLP & EMDR) after trauma	3 visits	5 visits
• Urgent Transportation to hospital by ambulance, helicopter ...	100%	100%
• Deductible / year for illness and preventative care	€ 100	€ 100

Module 2 - Assistance Abroad	BASIC	COMPREHENSIVE
• Medical Repatriation or evacuation (including return ticket)	100%	100%
• Repatriation in case of assault / terrorism act / natural disaster	100%	100%
• In case of death, transport of the mortal remains to the place chosen by the deceased's family	100%	100%
• Funeral costs (incl. laying-out costs and coffin)	€ 1.250	€ 1.250
• Early return in case of death of a Close Relative(*)	round trip (economy)	round trip (economy)
• Sending of a substitute (only in collective policies)(*)	Not covered	100%
• (*) Travel and accommodation expenses limited to	in total € 7.500	in total € 7.500
Accommodation:	max. € 75 per person per day	max. € 75 per person per day
Tickets:	economy class	economy class
• Search & rescue	€ 12.500	€ 25.000
• Forwarding essential medications / medical applications / urgent messages	Real Cost	Real Cost
• Assistance in case of theft/loss of travel and ID-documents	Real Cost	Real Cost
• Legal assistance abroad	€ 2.500	€ 5.000
- advance of security deposit	€ 12.500	€ 25.000
• Linguistic assistance in case of a covered claim	100%	100%

Module 3 - Accidents	BASIC	COMPREHENSIVE
Permanent disability due to an accident	€ 50.000	€ 100.000
Death by accident	€ 5.000	€ 25.000

Module 4 - Baggage & Household	BASIC	COMPREHENSIVE
(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 for household contents.)		
• Baggage	Not covered	€ 1.500
• Household contents	Not covered	€ 5.000

Maxima per item:		
photo, film, video, sound and computer apparatus, per item, including accessories	-	€ 500
jewellery, watches, per item	-	€ 150
mobile telecommunication apparatus	-	€ 150
(sun)glasses including frame, contact lenses	-	€ 150
sport equipment (surfboards, skis, bicycles, etc...), per item, including accessories	-	€ 250
musical instruments	-	€ 250
tents	-	€ 250
ID and travel documents	€ 150	€ 150
• Purchase of essential clothing and toilet articles in case of a baggage delay of at least 1 night	€ 350	€ 350
• Deductible per claim: (except for baggage delay and ID and travel docs)	€ 0	€ 100

Module 5 - Private & Tenant Liability (not available for US-companies)	BASIC	COMPREHENSIVE
Overall annual limit	€ 10.0000.000	€ 10.000.000
Physical damages	€ 10.000.000	€ 10.000.000
Material damages	€ 1.000.000	€ 1.000.000
For the US and Canada: Physical and material damage combined		
(in all and including lawyers' fees of counterparty. Punitive or exemplary damages excluded)	€ 1.000.000	€ 1.000.000
Tenant Liability	included	included
Deductible per claim	€ 100	€ 100

3 Additional options

OPTION 1 - Travel Cancellation / Interruption	BASIC	COMPREHENSIVE
Travel Cancellation / Interruption (max. per trip)	€ 1.500	€ 1.500

Absolute annual limit per person (all included)	€ 3.000	€ 3.000
Trips limited to	90 days	90 days
Deductible per claim	€ 100	€ 100
OPTION 2 – Underwater sports, winters sports, speleology	OPTIONAL	already included

GLOSSARY & POLICY CONDITIONS

GLOSSARY

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

1. INSURANCE

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

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

2. POLICY SCHEDULE AND PERSONAL CERTIFICATE

In the *Policy Schedule*, *You* will find the specific details of the agreed *Insurance*, concerning the *Customer*, *Insurance* period, premium, *Deductible*, *Inception date*, etc... A new *Policy Schedule* will be provided after each modification of the *Insurance*.

In the *Personal Certificate*, *You* will find the specific details of the agreed *Insurance*, concerning the *Insured Persons*, *Insurance* period, *Inception date*, *Area of Cover*, 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, Avenue Louise 166, 1050 Brussels, BELGIUM, licensed for Accident & Health, Assistance, Baggage, 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. P. Cooremansstraat 3, 1702 Groot-Bijgaarden, BELGIUM. Licensed for all branches. 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. NETWORK MANAGER

The *Network Manager* will negotiate with the service providers networks and individual service providers to contain costs in favour of the *Insured Person* and the *underwriter*.
You can find the name and contact details of the *Network Manager* on *Your* personal *Insurance* card.

7. CUSTOMER

The physical or legal person identified as the *Customer* in the *Policy Schedule*, who enters into the *Insurance*, and who pays the premium.
The *Customer* can never be a US-based organisation or company.

8. INSURED PERSON/YOU/YOUR

The natural person, identified as *insured person* in this policy and who:
- is aged less than 70 years at the moment of *Insurance* subscription;
- is aged less than 75 years;
- is of the nationality of a state member of *Europe* (see Glossary point 40), has his/her *Home Country* in *Europe* and is making his/her way *Abroad*;
- or is of non-*European* nationality, has his/her *Home Country* outside *Europe* and is making his/her way to *Europe*. The Non-*European* is only covered during his/her stay in *Europe*.

9. BENEFICIARY

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

10. BENEFICIARY IN CASE OF DEATH

The person (or group of persons) listed in the *Policy Schedule* 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.

11. CLOSE RELATIVES

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

12. THIRD PARTY:

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

13. INCEPTION DATE/EFFECTIVE DAY

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

14. INSURANCE YEAR:

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

15. RENEWAL DATE/DUE DATE

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

16. 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.

17. DEDUCTIBLE

The real out-of-pocket-expense, noted in the *Policy Schedule 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.

18. CO-PAY

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

19. ACCIDENT

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

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

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

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

20. ILLNESS/DISEASE

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

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

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

Nevertheless persons with pre-existing chronic *Diseases* can be covered for medical care following sudden attacks or worsening of the *Disease*, on condition that they can prove, with a report of their

treating *Doctor*, prior to *Effective Date* of the *Insurance*, that they can function normally, while following regularly treatment or therapy. In all cases, this regularly treatment or therapy is not reimbursable. Cover can also be refused if proved that the attack or worsening was due to non-fidelity to the treatment/therapy, *Doctors'* advice, or misuse of the medication.

- aesthetic or similar treatments;
- 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;
- *Diseases* for which the treatment can be postponed, with medical justification, until return of the insured to his/her *Home Country*.

21. HEALTH FUND

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

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

22. HOSPITAL

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

23. PHYSICIAN/DOCTOR

A physical person suitably qualified and legally licensed to practice medicine in the country where treatment is provided. The *Physician* must be practicing within the scope of his/her license and training. If the insured calls on the services of persons who are legally licensed to exercise dental medicine in the country where their services were called upon, these people are also considered as *Physicians*.

24. 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.

25. 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.

26. 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.

27. OUTPATIENT OR AMBULATORY TREATMENT

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

28. NLP AND EMDR THERAPY

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

29. 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 *OTC's* (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.

30. 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.

31. 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*.

32. TRAVEL DOCUMENTS

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

33. MONEY/VALUES

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

34. NON-CONTRACTUAL LIABILITY

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

35. CONTRACTUAL LIABILITY

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

36. AREA OF COVER

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

37. HOST COUNTRY / COUNTRY OF DESTINATION

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

38. HOME COUNTRY/COUNTRY OF ORIGIN

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

39. FOREIGN COUNTRY/ABROAD

Every country outside the *Home Country*.

40. EUROPE

The EU-countries, extended with the EFTA-countries (Iceland, Norway and Liechtenstein), and Switzerland.

GENERAL CONDITIONS COMMON TO ALL MODULES & OPTIONS

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

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

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

1.1. Versions, *Modules* and *Options*

The *Insurance* has 2 possible versions of which the *Customer* can make a choice: the Basic version or the Comprehensive version. The choice of the *Customer* will be mentioned in the *Policy Schedule*.

The policy can appear as an integral policy or as a complementary policy: An integral policy means that the whole medical care cover (*Module* 1) is given by the *Insurer*, 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.

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

OPTION 1: "Cancellations Insurance".

OPTION 2: "Under water sport, winter sports, speleology"

The *Options* can only be taken out as a supplement of the Basic or Comprehensive version.

1.2. What is covered?

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

1.3. Where are *You* covered?

The *Insurance* will provide cover worldwide. The *Home Country* is not covered unless specifically mentioned.

Nevertheless there will be special limitations or exclusions, and a special premium for some guarantees in U.S. and Canada.

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

1.4. *Deductibles*

The *Deductibles* mentioned in the Benefits Guide shall apply per claim, except for medical care where it applies per *Insurance Year*.

Art. 2. When does the policy starts and ends?

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 the mentioned period.

If the *Insurance* is concluded for an initial period of more than 1 year, the policy will be 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* at 24:00 h.

The coverage for the *Insured Person* starts at the moment when he/she leaves his/her usual place of residence in the *Home Country* to make his/her way

to his/her *Destination Abroad* (but not before the *Inception date* mentioned in his *Personal Certificate* starting at 00:00h) and ends definitely on the day specified on the *Insurance* certificate as the final expiry date or as much earlier as the return of the insured to his/her *Home Country* or home (but not later than the official end date stated in his *Personal Certificate* at 24:00h).

After the definitive return of the insured to his/her *Home Country* or home, the coverage in relation to *Module* 1 remains applicable up to 6 months after the return date for follow-up treatment of covered *Illnesses* and injuries occurred during the insured travel period (only in the comprehensive version).

After the definitive return of the insured to his/her *Home Country* or home, the policy can be extended for max. 6 months if the insured has no rights to local social security.

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.

In case of death of the *Customer*, the eventual other *Insured Person*s can terminate the *Insurance*, or continue it on their name, by sending a letter or email, with proof of receipt, within 30 days after death.
The *Underwriter* reserves the right to accept or not other cancellation options for specific situations.

3.2. By the *Insurer*:

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

- within 2 months of the date of policy conclusion with 8 days notice period.
- no less than 6 weeks before the Renewal 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. 4.2.

3.4. 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. About premium payment

4.1. Premium payment in general

Premiums are determined by the *Underwriter* 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 inception as stipulated in the *Policy Schedule*.
The *Customer* may choose between quarterly, semi-annual and annual payments. 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 per bank transfer or credit card.

The *Underwriter* reserves the right to adjust the premiums once a year starting from the *Renewal Date*:
- based on (medical) inflation
- based on eventual changes in cover;
- based on the loss experience during the previous calendar years (e.g. because of the increased prices in medical care);
- in case of a fundamental modification in the legislation or *Health Fund* cover;
- 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 *Underwriter*, and after having notified the *Customer*.

In case of an early return the premium balance will be reimbursed to the *Customer*. No restitution of premium inferior to 25 EUR will be made.

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

The *Customer* will be responsible for punctual payment of the premium to the *Administrator*.
In the event that a premium is not received by the *Administrator* on the *Due date*, the *Administrator* will send an email and within *Europe* a registered letter to the last known (email) address of the *Customer*.
1 month after sending this email or registered letter the *Insurer* have the right to suspend or annul the *Insurance* if the premium has still not been received.
Any policy suspension or annulment for non-payment will start after expiry of above-mentioned period.

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

Art. 5. 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:

5.1. 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.

5.2. 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 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.

5.3. 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.

5.4. Weapons

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

5.5. Nuclear reactions

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

5.6. Alcohol/drugs

The use of alcohol, intoxicants, drugs or medicines (except when the medicines are prescribed and used in accordance with prescription or *Doctor's* advice).

5.7. Sports

Unless otherwise stated following sport will be excluded:
· practicing sports as a (subsidiary) profession.
· practicing dangerous sports such as:
- preparation for or participation in speed races with motor vehicles, motor boats or other motorized vehicles;
- amateur flying, delta flying, parachuting;
- equestrian competitions;

- all full contact box, hit, punch and kick sports, free fighting and wrestling. Sports as judo, jiu jitsu, aikido, and semi-contact karate are accepted;
- rugby;
- Glacier trips without a guide, rock climbing, mountaineering;
- Cliff diving;
- practice of winter sports, ice-hockey inclusive, speleology or underwater sports. This exclusion shall not apply if the policy states that the Comprehensive version is concluded, or, in the Basic version the *Option* 2 has been taken out;
- ski alpinism, ski jumping, ski bob, ski sailing, ice sailing, bobsledding, tobogganing, skeleton, swingbo;
- Deep diving below 10 m;
- sporting activities done in such circumstances that specialists will be of opinion they must be considered as rash acts, such as non-execution of regulations or measures of safety.

5.8. Other exclusions:

• claims related to accidents and disorders occurred by salaried work.

• wilfulness or consent of the insured or the *Beneficiary* as interested party of the *Insurance* benefits;

• suicide or attempted suicide. Nevertheless the benefits for, coffin and repatriation of mortal remains will be granted in case of death by suicide;

• reckless act or severe negligence;

• active involvement in fights or risky ventures in which the *Insured Person* endangers his/her life or body.

5.9. Sanction clause

The *Underwriter* 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 *Underwriter* 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*.

Art. 6. About Claims

6.1. 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 4 (four) years after the date on which the damage occurred.

6.2. What if social security and other insurers also intervene?

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

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

For any payment under this policy, the *Underwriter* 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 *Underwriter* steps into the shoes and the rights of *Insured Person*. This right is also called "subrogation".

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

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

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

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

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

Art. 7. Exchange rates and bank costs

Premiums should always be paid in the currency mentioned in the *Policy Schedule*.

All exchange and all bank costs (including corresponding banks) are at the expense of the payer. Claims will be reimbursed to the *Insured Person*, or 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. 8. What are the obligations of the *Insured Person*?

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

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

The *Insured Person* loses any right to reimbursement, taking into account the circumstances under which the event occurred or with respect to any other component of the claim, when he/she:
- has given a misrepresentation of facts or has made an untrue statement;

• withholds information of which he/she could - or reasonably should - know that it might be important to the *Underwriter* in its assessment.

Art. 9. When *We* send notifications to each other.

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

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

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

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

All notifications, claims, correspondence, *Physician's* diagnosis and bills, etc... should be in one of the following languages: Dutch, English, French, or German.
All communications sent out by the *Underwriter* will be done in the *Insurance* language.

Art. 10. What if *Your* risk changes?

The *Customer* shall without delay inform the *Underwriter* of any significant and permanent change to the risk.
In the event that during the *Insurance* period the risk is increased to such an extent that the *Underwriter* would have insured the risk according to different conditions if this increased risk had existed at the time of the signing of the *Insurance*, it must, within a period of one month starting from the day on which it has taken cognizance of the increased risk, propose the modification to the *Insurance* with retro-active effect to the date of the start of the increased risk.
In the event that the *Underwriter* furnishes proof that it would not under any circumstances have insured the increased risk, it is entitled to cancel the *Insurance* within a period of one month starting from the day on which it has taken cognizance of the increased risk.

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

In the event that a claim occurs and the *Customer* has not complied with the obligation set out in paragraph 1 of this article:
• the *Underwriter* is under an obligation to provide the agreed service if the *Customer* cannot be held responsible for the failure to notify;
• the service to be provided by the *Underwriter* is reduced in proportion to the difference between the paid-up premium and the premium that the *Customer* would have had to pay if he had properly reported the risk, if the failure to notify can be attributed to the *Customer*.
However, in the event that the *Underwriter* furnishes proof that it would not under any circumstances have insured the increased risk, it is only under an obligation to refund all premiums paid;

- in the event that the *Customer* has failed to comply with this obligation by deliberate deceit, the *Underwriter* may reduce its cover.

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

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

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

Taxes and other charges applicable on income, or on death benefits, are determined by the laws of the State where The *Customer*, the *Insured Person* and/or the *Beneficiar(ies)* are residing and/or by the laws of the country in which the taxable income is acquired.

Art. 12. 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. 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 *Underwriter* shall also:

- take all measures to preventing unauthorized or random access to personal data, or the alteration, destruction, loss, unauthorized transmission, other unauthorized processing or other abuse thereof; this obligation shall apply even after the termination of the processing of personal data;
- ensure that any person who comes into contact with personal data (in particular *Underwriter*'s employees and partners) adhere to the obligations set above, including after the termination of the contractual or employment relationship.
- only process true and precise personal data;

- not combine personal data obtained for different purposes;
- ensure the protection of *Your* private live when processing the personal data.
- provide, at *Your* request, information about the processing of their personal data.

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

Also read *Our* GDPR-policy at:
www.expatinsurance.cz/en/gdpr-policy.aspx.

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,
  P. Cooremansstraat 3,
  1702 Groot-Bijgaarden, BELGIUM,
  info@expatinsurance.eu,
  Phone + 32 2 463 04 04.
- If no solution is found: *You* may contact AXA Assistance CZ, s.r.o. Customer Service medsupervizors@axa-assistance.cz.
- If still no solution is found:
  the Slovak Ombudsman, Grösslingová 35, Postal Code 811 09, Bratislava Slovak Republic, https://www.vop.gov.sk, sekretariat@vop.gov.sk, Phone +421 2 323 63 701, in English.
- or the European Ombudsman Rue Wiertz, 1047 Brussels, BELGIUM
  or 1 avenue du Président Robert Schuman, CS 30403, 67001 Strasbourg Cedex, FRANCE
  www.ombudsman.europa.eu/en/contacts
  Phone: +33 3 88 17 23 13).

This does not exclude the possibility of legal action.

GENERAL CONDITIONS SPECIFIC TO MODULE 1 - YOUR MEDICAL CARE

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

Art. 15. What is covered in Medical care?

15.1 About Medical care following *Accident or Illness*

The *Underwriter* refunds the really indispensable medical costs of treatment, provided to an insured, which are the direct consequence of an *Accident* or an *Illness*:

· *Hospital* stay in a semi-private room, during a maximum of 365 consecutive days;
· surgical costs;
· the medical costs, costs for treatments and examinations;
· the costs for *Prescription medicines* or medicines entered on the *Hospital* invoice, for use during the period covered by the *Insurance*. For a longer use, prior written approval should be obtained from the *Underwriter*;
· costs of the transport in ambulance from the place of incident to the nearest *Hospital*, or from one *Hospital* to another *Hospital* on *Doctor's* prescription. No allowance is paid for the costs of public transports such as train, tram and bus;
· first prostheses which have become necessary, as a consequence of an *Accident*;
· the costs for a medically necessary sterilization, prescribed or imposed by a *Physician*, and carried out in a *Hospital*;
· The costs for a voluntary abortion in consequence of a rape, carried out in a *Hospital*.

15.2 About Pregnancy and childbirth

(only in the Comprehensive version)
This guarantee includes normal childbirth, pregnancy complications, home delivery, pre- and postnatal treatment by a *Doctor* and/or obstetrician.
It will not include pre- and postnatal exercises. The maternity costs will only be reimbursed, within the given limits in the Benefits Guide, on the condition that the date of delivery has passed the applicable *Waiting Period* of the Insured mother, mentioned in the Benefits Guide.

We accept maximum 6 consultations, including 4 echography, and 4 lab tests per pregnancy.

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

The provisions mentioned in the Benefits Guide will also apply to the new-born children from the time of birth 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.

15.3 About Physiotherapy and Psychotherapy

The *Underwriter* refunds the costs of treatment by a *Physiotherapist* or *Psychotherapist*, prescribed or imposed by a *Physician*. The compensation will be attributed in conformity with the locally common tariffs, for a maximum of 12 visits over a period of 1 year after the *Doctors'* prescription.
For extended treatment, prior written approval should be obtained from the *Underwriter*.

Not eligible for compensation are:
- speech therapy lessons unless the loss of speech is the consequence of an insured *Accident* or *Illness*;
- work and occupational therapy;
- pre- and postnatal gymnastics;
- sports massage;

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

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

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

15.4 About Costs of urgent dental care

The *Underwriter* reimburses the costs of acute medical necessary dental treatment up to the maximum amount stipulated in the Benefits Guide.
Hereby is understood solely:
- the dentists' fees for dental treatment;
- the eventual X-ray photos, prescribed or imposed by the treating dentist, made in connection with this treatment;
- the *Prescription Medicines*, prescribed by a dentist;
- the repair or the replacement of a denture or of artificial elements of the denture.

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

15.5 About annual dental check-up

The *Underwriter* reimburses the costs of 1 dental check-up per *Insurance Year* by a dentist, up to the maximum amount stipulated in the Benefits Guide. Hereby is understood solely:

- the dentists' fees for dental treatment;
- the eventual X-ray photos, prescribed or imposed by the dentist, made in connection with this check-up;
- dental cleaning.

This cover is subject to a *Waiting Period* of 12 months after the *Effective Day* of the *Insurance*.

Art. 16. About Preventative Health Care

Payment of preventative health checks and visits to general practitioners for prescription of medication and birth control are subject to a 3 months *Waiting Period*. The maximum reimbursement for such visits is 75% of the real cost with a maximum as mentioned in the Benefits Guide.

Art. 17. What is not insured relating to Medical Care?

Additional to the general exclusions mentioned in the General Conditions common to all *Modules* & *Options* (Art. 5.), and in the definitions of *Accident* and *Illness* (see Glossary point 19 and 20), there shall be no reimbursement for:

- medical treatments incurred for any *Disease*, *Illness* or injury known to the *Insured Person* at the time of application, unless agreed upon with the *Underwriter*.

In case of consecutive policies not seamlessly following to each other, this exclusion will also enter in force for conditions occurred during a previous policy;

- medical treatments not consistent with the diagnosis and customary medical treatment for a covered condition;
- medical treatment not in accordance with standards of medical practice, not consistent with current standard professional medical care, and not provided, approved or prescribed by licensed medical personnel;
- medical treatment administered or provided by a first degree *Relative* (parents, children and spouse) of the *Insured Person* ;
- for the cost of fertility tests and fertility promoting treatments;
- contraception;
- sexual dysfunction;
- cosmetic surgery;
- acne treatments, unless it is a matter of mutilation as a result of an *Accident* or *Disease*, occurred during the insured period of this *Insurance*;
- the development and/or the appearance of any form of back hernia in whatever way;
- contaminations or epidemics which have been placed under the direction of public authorities;
- the costs for non-urgent dental care and dental cleaning (except for the yearly dental check-up in the comprehensive version);
- special dental treatments, like orthodontics, implants, crowns etc...;.
- for the bare issue of medical certificates.

Art. 18. Special obligations in case of admission to a *Hospital*:

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

!! In the United States of America in all cases of medical treatment the *Insured Person* is requested to contact the *Network Manager* before making any appointments with medical service providers. **The *Network Manager* will plan the visits and will negotiate the cost. Not passing through the *Network Manager* can lead to an extra *Co-Pay* of 20% for the *Insured Person*.**

GENERAL CONDITIONS SPECIFIC TO MODULE 2 – YOUR ASSISTANCE

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

Art. 19. About Repatriation or medical evacuation of the insured

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

In case the insured was transported to a better skilled medical centre *Abroad*, in a second instance, repatriation to the *Home Country* can be considered, if necessary and insofar as this is warranted by the state of health at that time. If not necessary, a return ticket to the country where the *Insured Person* studies will be made available by the *Underwriter*.

The decision concerning transport and the means of transport, will only be taken by the *Alarm Centre's* consulting *Physician* and this in function of technical and medical importance. It is made compulsory to have the *Alarm Centre's Physician's* approval for every transport. The *Alarm Centre* also takes charge of the organisation for transportation of one person while accompanying the repatriated *Insured Person* to the place of *Hospital* or the *Home Country*.

Art. 20. In case of death while *Abroad*.

Option A:

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

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

Option B:

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

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

The intervention of the *Underwriter* is under all conditions limited to the expenses that would have

been taken charge of for the repatriation of the mortal remains to the *Home Country* (Option A).

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

The *Underwriter* also takes charge of the funeral costs, as mentioned in the Benefits Guide.
The expenses in relation with any ceremony will not be paid for by the *Underwriter*.

Art. 21. Early return in case of the death of a *Relative*

In case of death, or a situation of mortal danger, of a *Close Relative* who is not travelling with the insured (partner, child, parent, brother, sister, grandparent or grandchild, including in-law family), the *Alarm Centre* organises the transport and eventual accommodation, if needed, as mentioned in the Benefits Guide under "Travel and accommodation expenses for family members", with a maximum of 7 days.

This cover is limited to 1 round trip per *Relative*. The return trip should fall within 30 days after the outward trip.

Art. 22. How and when are Travel and accommodation costs reimbursed?

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

- the urgent return of the *Insured Person* because a *Close Relative* has deceased, or has been *Hospitalised* in a life threatening or very critical condition (limited to 1 round trip per *Relative*);
- the necessary presence of 1 family member, in the event 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 1 person to accompany the *Insured Person* in case of an emergency evacuation or repatriation of the mortal remains;
- the necessary presence of 1 family member to accompany the *Insured Person* in case of an emergency evacuation or repatriation of the mortal remains.

Art. 23. Search and rescue costs

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

In case of a ski *Accident* (only in the Comprehensive version or when *Option* 2 is taken out) with physical injuries on a ski run the *Alarm Centre* will organise a search and rescue operation to bring the insured back down per sledge or helicopter.

The *Accident* must absolutely be reported to the *Underwriter* within 72 hours after occurrence.
The expenses for this operation can be claimed back to the client when this occurs outside the well-defined ski run without a guide recognized by the local authorities.

Art. 24. Forwarding of essential medicines/medical applications, not locally available.

The *Alarm Centre* will do everything in its power to organise the search and disposal of essential medication or medical appliances, prescribed by a competent medical authority, not locally available, but available at the *Home Country*. It is made compulsory to have the *Alarm Centre's* medical team's approval for delivery.

The sending depends on availability of means of transport and must be in accordance to the local and international laws. The *Insured Person* commits himself/herself to reimburse the *Underwriter* for the price of the medication or appliances which were put at his/her disposal (except when covered in another cover of this *Insurance*), increased with the clearance expenses, and this within a period of 30 days after sending. A surety will be asked.
The *Underwriters'* medical team shall always give approval first.

Art. 25. Forwarding urgent messages

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

All communications to be sent are subject to justification of the request and must state the message clearly and explicitly, as well as the correct name, address and phone number of the person to be contacted.

Every document regarding penal, financial, civil or commercial liability results will be communicated on full responsibility of the author, whose identity must be known. The content must be in accordance with the local and eventual international law and cannot hold any liability against the *Alarm Centre* or *Underwriter*.

Art. 26. Assistance in case of loss or theft of travel and ID documents, bank cards or credit cards

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

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

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

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

Under penalty of decline of cover, the *Insured Person* has to report the loss or theft to the local authorities. If necessary and when possible the *Alarm Centre* will perform the functions of interpreter.

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

Art. 27. Legal assistance *Abroad*

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

- the recuperation of the corporal, material and consequential immaterial loss following a physical injury sustained by the *Insured Person* for which a *Third Party* is liable based on local legal provisions;
- the legal defence of the *Insured Person* in case the insured issued in court for his private liability, under the laws of the country where he/she is, for losses inflicted to third parties, or after being guilty for involuntary offence of local laws.

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

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

The fees of the lawyer are not charged to the *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 *Alarm Centre*, the costs incurred by the insured for accommodation and travel.

Travel costs will be reimbursed following common tariffs for public transport and/or economy class. The accommodation expenses will be reimbursed, as mentioned in the Benefits Guide under "Travel and accommodation expenses for family members".
On the request of the insured and provided there is sufficient guarantee, the *Alarm Centre* will provide an advance for a maximum mentioned in the Benefits Guide for:

- the payment of due legal proceedings and execution costs of the insured and the adverse party, with the exception of money deposited as security, insofar as an irrevocable legal judgement determines that these costs must be borne by the insured;
- the release of the insured if he/she has been placed under arrest after a traffic accident.

A similar advance or bail will be considered as a loan to the insured, which he/she will reimburse to the *Underwriter* 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 30 days after the date on which the competent tribunal has pronounced the judgement.

Reimbursement to the *Underwriter* should in any case not occur later than 30 days after that advance has been made or the bail has been posted. A surety will be asked.

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.

27.1. What is not covered in Legal Assistance?

Additional to the general exclusions mentioned in the General Conditions common to all *Modules* & *Options* (Art. 5.), there shall be no reimbursement for:

- damage or expenses following cases known – or reasonably should be known –- by the *Insured Person* prior to the *Effective Date* of the *Insurance*;
- the cases in which the interest at stake is less than 250 EUR;
- the costs (including the costs linked to the calling in of a lawyer or an expert) which are incurred without the prior approval of the *Alarm Centre* or *Underwriter*;
- in case of malice, serious culpability or negligence on the part of the insured;
- the costs which are the consequence of omissions or faults of the insured in relation to the treatment of the case.
- US/Canada punitive or exemplary damages.

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.

27.2. Freedom of choice of lawyer or expert

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

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

27.3 Settlement of disputes

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

This has to be done as soon as possible, and in any case within 1 month after the *Underwriter* has communicated the insured its opinion on the result to be expected or on the way of handling the case, which is contested by the insured. Should that lawyer share the *Underwriter's* 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 who is handling the case, the insured can, at the *Underwriter's* expense, transfer the case to another lawyer, under condition that the *Underwriter* can reasonably share the point of view of the insured.

Art. 28. Specific conditions concerning Assistance services

The assistance benefits are insured by the *Underwriter*. The organisation and the execution of these services have been entrusted to the *Alarm Centre*. The implementation by the insured, or by one of his family members, of one of the services

described above can only give rise to reimbursement if the *Alarm Centre* has been previously notified and has given its explicit approval for the means to be used, by opening a file number.

The costs incurred will only be reimbursed after presentation of the necessary supporting documents and within the limits for which the *Alarm Centre* has committed itself for the organisation of the provision of assistance mentioned above. Only the additional costs, besides those, which the insured would normally incur for his/her return to his/her *Home Country*, are taken in charge.

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

When the *Alarm Centre* has expressed its approval for the change in the means of transport to be used or in the destination, these become contractually established, its financial participation can never be superior to the amount that had been foreseen for the execution of the original transport contract. When the costs of hotel accommodation are taken in charge, the *Underwriter* only intervenes for the actual costs of renting a room, within the limits foreseen in the Benefits Guide, excluding all other costs.

The *Alarm Centre* may only intervene within the limits of the agreements, which were granted by the local authorities. It may in no case take the place of local organisations for the provision of first aid services, and therefore would not bear the inherent costs.

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

Art. 29. What is not insured relating to Assistance?

Additional to the general exclusions mentioned in the General Conditions common to all *Modules* & *Options* (Art. 5.), there shall be no reimbursement for:

- costs for 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*.
- pregnancies after the sixth month;
- each intervention when a trip is undertaken in order to undergo a (para) medical treatment, without the approval of the *Underwriter* or *Alarm Centre*;
- infractions which the insured commits voluntarily against the laws which are in force *Abroad*.

GENERAL CONDITIONS SPECIFIC TO MODULE 3 – YOUR ACCIDENT INSURANCE

These conditions describe the elements that only apply for *Module* 3

Art. 30. What is insured in 'Death by *Accident*'?

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

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

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

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

Art. 31. What is covered in 'Permanent disability due to *Accident*'?

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

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

No compensation may be granted for a pre-existing disability of the *Insured Person* prior to the *Accident*.

Any injuries to limbs and organs that were already deficient shall only receive compensation according to the difference in their condition before and after the *Accident*.

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

Art. 32. Important limitations for motorcyclists

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

Art. 33. What is not covered relating to *Accident*?

Additional to the general exclusions mentioned in the General Conditions common to all *Modules* & *Options* (Art. 5.), and unless otherwise stated, there shall be no reimbursement for:

- A pre-existing health condition of the *Insured Person*, unless these circumstances are known and were accepted by the *Underwriter*, as stated in the *Insurance* certificate, or as the result of a prior *Accident* for which the *Underwriter* already paid, or is due to pay benefits;
- Any intentional act carried out by the *Insured Person* such as suicide or attempted suicide, through participation in criminal acts, offences or misdemeanours. However, in case of suicide, funeral

costs, laying-out costs, coffin and repatriation of the mortal remains will be reimbursed;
• *Accidents* relating to the use of a power plane, as member of the crew or if during the flight the *Insured Person* carries out a professional activity or any other activity connected with the flight.

GENERAL CONDITIONS SPECIFIC TO MODULE 4 – YOUR BAGGAGE & HOUSEHOLD EFFECTS

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

Art. 34. 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. 35. What can be covered in *Module* 4?

The object of this section is to cover the insured for the damage occurring to:
• *Baggage*, *Travel Documents* and study material, during travel periods, up to the amount stipulated in the Benefits Guide;
• *Household effects and furniture*, *Travel Documents* and study material, during the stay *Abroad*, up to the amount stipulated in the Benefits Guide.

The following risks are covered:
• loss of the insured's goods registered with the travel company;
• theft of all or a part of the insured's goods;
• destruction of or damage to the insured's goods.

Art. 36. Which goods are insured?

Are insured in the Basic Version: ID and *Travel Documents* belonging to the *Insured Person*.
Are insured in the Comprehensive Version: *Baggage*, *Travel Documents*, and *Household Effects* belonging to the *Insured Person*.

Under "*Baggage*" should be understood the objects which the insured has taken along for personal use or which, during the period of validity of the *Insurance*, have been dispatched before or after to the *Destination Abroad*, as well as the goods which the insured buys for his own use during the period of validity of the *Insurance* for a maximum sum as mentioned in the Benefits Guide.

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

Under "*Household Effects and Furniture*" should be understood all movable goods 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 residence *Abroad*.

Art. 37. In case of *Baggage* delay

In case of delay of more than 12 hours (or at least 1 night) of the *Baggage* after arriving at *Destination* in the *Foreign Country* the *Underwriter* covers the expenses for the purchase of the first requisites (necessary clothing and toilet items) up to the limits mentioned in the Benefits Guide.

Art. 38. Which perils are *Your Household Effects and Furniture* insured for?

For the *Household Effects*, the coverage insures against the following dangers:

- fire;
- explosion;
- lightning strike, induction and overloading as a result of lightning;
- scorching, melting, charring and overheating;
- smoke and soot;
- collision, aircraft crash;
- storm with a wind velocity of 80 km/h or more;
- rainfall, water, steam and oil;
- theft or attempted theft by house breaking;
- robbery;
- broken glass plates and mirrors.

Art. 39. How is Damage compensated?

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

- *Travel documents*: the real cost for obtaining the new documents;
- *Baggage* and *Household Effects*:

- the replacement value for objects not older than one year;
- the actual value for objects older than one year, and for objects belonging to the landlord;

- Objects that cannot be replaced by new ones of the same type and quality: the market value;
- Damaged objects which are reasonably susceptible of being repaired: the repair cost; with as upper limit the amount stipulated in the Benefits Guide.

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

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

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

Compensation will be made following the "first risk" principle, which means without application of a proportionate rule.

In case of *Baggage* lost, damaged or delayed by the air carrier, the benefit will only be provided if the insured provides original documentation in form of a Property Irregularity Report (P.I.R) from the carrier stating that *Baggage* was lost, damaged, or did not arrive at scheduled time and date, and indicating the date and time of actual arriving. For all claims, except for *Travel Documents* and replacement of clothing and toilet items, a *Deductible* as mentioned in the Benefits Guide will be applied.

Art. 40. What is not covered relating to *Baggage* & *Household Effects*?

Additional to the general exclusions mentioned in the General Conditions common to all *Modules* & *Options* (Art. 5.), there shall be no reimbursement for:

- any item confiscated or detained by customs or police authorities, other than because of a traffic accident;

· prejudices caused by or which are the consequence of imprisonment, confiscation or seizure of the means of transport in which the insured goods are;
· loss or theft of *Baggage* not reported to the police within 24 hours of discovery and supported by a written police statement;
· theft of *Baggage* when left unattended, other than locked in an appropriate locked compartment or locked out of sight in the boot of a motor vehicle;
· vessels (with the exception of sailboards), aircraft (including delta-plane and gliding equipment), motor vehicles (including motor-bikes), camping cars and other vehicles (with the exception of bicycles) as well as the accessories thereof, parts and attachments;
· wear and tear, depreciation, vermin, internal mechanical or electrical breakdown, any gradually operating cause (like humidity, cold or heat) any process of cleaning, repair, restoration or alteration;
· damage caused by insects, worms, maggots, rodents or by any parasite;
· bumps, scratches, stains and other deterioration, unless the damaged object has thereby become unfit for the use for which it was intended;
· china, works of sculpture, paintings, art objects and other breakable objects, unless this damage was the consequence of fire, theft or of an *Accident* of the means of transport used;
· loose natural pearls and precious stones;
· breakage of strings and ripping of skins on musical instruments;
· stamps, coins and similar collections;
· animals;
· *Values* (cash, *Money*, post or bank payment orders, travel vouchers, letters of credit or debit.

GENERAL CONDITIONS SPECIFIC TO MODULE 5 – YOUR PRIVATE AND TENANT LIABILITY

These conditions describe the elements that only apply for *Module* 5

PRIVATE LIABILITY

Art. 41. What and who is covered in private Liability?

The object of this *Module* is to cover the *Insured* against the financial consequences resulting from *Non-contractual Liability* in private life: The *Underwriter* covers the *Insured Person* against the financial consequences resulting from the *Non-contractual Liability*, incumbent on the local legal prescriptions, for the damage caused to *Third Parties*.

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

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

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

Art. 42. Where are *You* covered?

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

Art. 43. Extent of the guarantees in time

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

Art. 44. Specific risks and situations

44.1. Real estate and its *Content*:

We insure the damage, apart from that mentioned in Point 10 to 15 hereafter, for which the *Insured Person* is liable, following the local legislation, and caused by:

1. the building or the part of the building occupied by the *Insured Person* for a temporary stay;
2. a garage for *Your* personal use located at another address during the temporary stay;
3. the gardens, and land, whether or not bordering on the above mentioned building providing their surface does not exceed 1 hectare;
4. providing these are part of the above mentioned buildings or are situated in the above mentioned gardens: the plantations, the outbuildings and premises, the pathways and the fences, as well as all movable goods fastened by means of permanent attachments, such as antennas;
5. (the part of) the building occupied by the *Insured Person* in a hotel or in a similar lodging house during a temporary or occasional stay for private as well as for study 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 celebration or a 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.

44.1.1. Specific risks:

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

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 it's *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*.

44.1.2. Is not insured:

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

44.2. Means of transport and travel

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

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

· as a passenger of a vehicle of whatever type;

· as a pedestrian;

· as owner, holder, or user of model aircrafts and other model vehicles, including drones, for which a compulsory liability insurance is not required.

· as owner, holder or user of sailing boats with a maximum weight of 200 kg and motor boats with a motor of maximum 10 DIN HP, for which a compulsory liability insurance is not required.

We do not insure compulsory legal liability for motor vehicles.

Art. 45. What is not covered in relation to Private liability?

Additional to the general exclusions mentioned in the General conditions common to all *Modules* & *Options* (Art. 5.), there shall be no reimbursement for:

· The damage or expenses following cases known – or reasonably should be known – by the *Insured Person* prior to the *Inception date* of the *Insurance*;

· The liability under a contract or assumed to be under a contract (like Tenant Liability, or equipment hired or borrowed), unless otherwise mentioned;

· The damage which falls under the *Non-contractual civil liability* subject to a legally compulsory insurance;

· All damage arising out of the profession, occupation or business of the *Insured*;

· The damage caused by the use of aircraft which belong to the *Insured Person* or have been taken on rental or are used by him/her;

· The damage caused by the use of sailing boats of more than 200 kg and of motor boats which belong to the *Insured Person* or are taken on rental or used by him/her;

· The damage caused by drones of more than 5kg weight;
· The damage caused by the practice of hunting activities as well as the damage to wild animals;
· The damage for which the *Insured Person* is liable in his/her quality of leader, designated person or organiser of youth movements and the like, as a consequence of the actions of persons for whom he/she is answerable;
· In case of malice, serious culpability or negligence on the part of the *Insured*;
· The damage resulting from an intentional act by the *Insured Person* or resulting from the *Non-contractual personal civil liability* of the *Insured Person* which arises from:
- a situation where the alcohol content in the blood of the *Insured Person* reaches or exceeds the limit set by local law it, or in a similar situation which is the consequence of the use of products other than alcoholic beverages;
- participating in scuffles;
· The damage caused to animals, other movable goods and real estate property, which the *Insured Person* has under his/her responsibility, without prejudicing to what has been determined in Art. 44;
· The damage caused by lands and by gardens not included in the guarantee of the present *Insurance*;
· The damage caused by horses whether harnessed or not, belonging to the *Insured Person*;
· The damage caused to horses, ponies and donkeys as well as to their harnesses, which the *Insured Person* has rented, borrowed or of which he/she is the depository;
· The damage caused by horses whether harnessed or not, belonging to the *Insured Person*;
· The damage caused to horses, ponies and donkeys as well as to their harnesses, which the *Insured Person* has rented, borrowed or of which he/she is the depository;
· US/Canada punitive or exemplary damages.

TENANT LIABILITY

Art. 46. What is covered in Tenant liability?

We Insure Person's legal liability, incumbent on the local legal prescriptions, up to the amount mentioned in the Benefits Guide, for loss of or damage to the Private Dwelling of Standard Construction in the *Host Country* mentioned in the *Policy Schedule*, caused by any of Insured Perils (Art. 47) and for the cost of repairing Accidental damage to domestic fuel oil pipes, underground water supply pipes, underground gas pipe or underground electricity cables which extend from the Buildings to the public mains. The goods are covered up to the amount stipulated in the *Policy Schedule*.

Art. 47. What are the Insured Perils relating to Tenant Liability?

This *Insurance* covers the Tenant Liability against the following dangers:
· fire;
· explosion;
· lightning strike, induction and overloading as a result of lightning;
· natural disaster;
· scorching, melting, charring and overheating;
· smoke and soot;
· impact by any vehicle, aircraft crash and other devices or articles dropped thereof;
· storm or tempest with a minimum wind velocity of 80 km/h, or more;
· flood caused by bursting or overflowing of water tanks, apparatus or pipes (rainfall, water, steam, fuel and oil);
· caused by any person taking part in a riot or strike, or by any person of malicious intent (vandalism);

· theft or attempted theft by house breaking;
· breaking of glass plates, mirrors and glass windows, TV screens.

47.1. Additional Costs

Following additional costs will be compensated, as far as necessary, and not exceeding 100% of the Sum Insured, in case the *Insured Person* is legally responsible:
· costs for fire brigade, rescue, salvation;
· costs for demolition and clean up, necessary for reconstruction or recomposition of the Insured goods;
· costs for repair of gardens bordering on the above mentioned building and damaged by the rescue and salvation activities;
· costs for a personal expert to determine the damage caused to the insured goods, not exceeding 5% of the amount of the damage (VAT included).
· recovery claim for material damage from Third Parties.

Following additional costs, will be compensated, as long as necessary, and not exceeding 10% of the Sum Insured:
· additional costs for alternative Accommodation necessarily incurred by the *Insured Person* as occupier;
· rent, up to twelve months, for which the *Insured Person* is liable as occupier, if the buildings are rendered uninhabitable by any of the insured Peril.

Art. 48. 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. 5.), there will be no reimbursement for damage or expenses concerning:
· 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;
· 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);

Art. 49. How will Damage be compensated?

The following values will be used as the basis for the calculation of the compensation:
· the actual value for buildings and rented furniture;
· the market value for objects that cannot be replaced by new ones of the same type and quality;
· the repair cost for damaged objects which are reasonably susceptible of being repaired.

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

GENERAL TO PRIVATE AND TENANT LIABILITY

Art. 50. What are the Obligations of the *Insured Person* in relation to Liability?

The *Insured Person* shall give to the *Underwriters* immediate notice in writing, with full particulars,
· of the happening of any occurrence likely to give rise to a claim under this *Insurance*;
· of the receipt by the *Insured Person* of notice of any claim;
· and of the institution of any proceedings against the *Insured Person*.

· any documents that the *Underwriter* requests and which are related to the insured event

The *Insured Person* shall be obliged to:
· Transmit all documents necessary for the administration and all judicial and extrajudicial instruments concerning the damage to the *Underwriter* immediately after their notification, legal notice or handing over to the *Insured Person*;
· Appear at the hearings of the tribunal and submit himself (herself) to the requirements of the enquiry decided by the tribunal. In case the *Insured Person* does not comply with the above mentioned obligations, he/she shall compensate the *Underwriter* for any damage suffered by the *Underwriter*.
The *Insured Person* shall not admit liability 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.

Art. 51. Conduct of the dispute

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

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

Art. 52. Intervention in the administration of justice

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

brought by the injured party against the *Insured Person* or against the *Underwriter* alone.

- The *Underwriter* can call upon the *Insured Person* in the lawsuit that is undertaken against it by the injured party. The *Insured Person* can call upon the *Underwriter* in the lawsuit that has been brought against him/her by the injured party.
- The *Customer*, who is not the *Insured Person*, can voluntarily intervene or be called in the lawsuit which has been brought against the *Underwriter* or against the *Insured Person*.

Art. 53. Personal right of the injured party

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

Art. 54. About the Opposability of the demurrers, nullity and abandonment of right

The *Underwriter* can only object the demurrers, the nullity and the abandonment of rights arising from law or the *Insurance* to the injured person in so far as these find their origin in an event previous to the damage suffered.

Art. 55. 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.

GENERAL CONDITIONS SPECIFIC TO OPTION 1 – TRAVEL CANCELLATION INSURANCE

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 Globi Insurance.

There is no possibility for a stand-alone Cancellation insurance.

Art. 56. What is covered in this *Option* 1?

This cover will compensate the cancellation/interruption expenses (travel and accommodation costs) charged to the *Insured Person*, following the conditions of the travel contract, because of a cancellation or interruption 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 Life 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 *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 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;
- 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*;
- refusal of the entry visa by the authorities of the *Country of Destination*;
- total immobilization, 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 immobilization of more than one hour because of a traffic accident or force majeure during the haul to embarkation.

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.

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

Contrary to the *Inception Date* of the policy (which gives the start date of the travel) the cancellation *Option* is valid as from issue date.

Art. 57. What is not covered in the Cancellation insurance?

Additional to the general exclusions mentioned in the General Conditions Common to all *Modules* (Art.5.), there shall be no reimbursement for costs for 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*.

Already paid premiums for cancellation insurance shall not be resituated 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.

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*.

GENERAL CONDITIONS SPECIFIC TO OPTION 2 – UNDERWATER SPORT, WINTER SPORT, SPELEOLOGY

If the *Insurance* has been extended with *Option* 2, the special terms below will also apply. *Option* 2 can only be taken out as a supplement to the Basic Version. It is already included in the Comprehensive version.

Art. 58. What is insured under this *Option* 2?

Under this Option 2 *We* insure all underwater sport, winter sport, and speleology, except for the sports excluded under Art. 59.

Art. 59. What is not insured under this *Option* 2?

In addition to the general exclusions mentioned in the General Conditions common to all *Modules* & *Options* (Art. 5.), there will be no reimbursement for damage or expenses concerning

- deep diving below 20 m;
- skiing outside the well-defined ski run and without a guide recognised by the local authorities;
- ski alpinism, ski jumping, ski bob, ski sailing, ice sailing, bobsledding, tobogganing, skeleton, swingbo;

WHAT TO DO IF YOU NEED TO CLAIM

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

E-mail: claims@expatinsurance.eu
(office hours GMT +1)
Tel: +32 (0)2 463 0404 (office hours GMT +1)

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

Expat & Co, Claims Dept.
P. Cooremansstraat 3
1702 Groot-Bijgaarden
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 *Hospitalised*, call or e-mail the *Alarm Centre* for immediate support.

Tel: +32 (0)2 669 0880 (24/7)
E-mail: help@expatinsurance.eu (24/7)
or: claims@expatinsurance.eu
(office hours GMT +1)
Tel: +32 (0)2 463 0404 (office hours GMT +1)

Download and save a copy of *Our* 'What to do in case of a claim' - manual:
www.expatinsurance.eu/sites/default/files/inline-files/EXP-Claim-Manual.pdf

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