GSI – Global Student Insurance

Expat & Co
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Fax +32 2 463 23 33
info@expatinsurance.eu
www.expatinsurance.eu
Reg. CBFA 13633A
<table>
<thead>
<tr>
<th>Benefits List</th>
<th>BASIC (minimum EACEA requirements)</th>
<th>COMPREHENSIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Module 1 - Medical treatment costs (</strong>)**</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hospitalization due to accident, illness or pregnancy &lt; 6 months at moment of departure</td>
<td>100% (*)</td>
<td>100% (*)</td>
</tr>
<tr>
<td>Treatment costs due to accident, illness or pregnancy &lt; 6 months at moment of departure</td>
<td>100% (*)</td>
<td>100% (*)</td>
</tr>
<tr>
<td>Urgent dental care</td>
<td>250 €/year</td>
<td>250 €/claim</td>
</tr>
<tr>
<td>Dental surgery following an accident</td>
<td>100% (*)</td>
<td>100% (*)</td>
</tr>
<tr>
<td>Yearly dental check-up</td>
<td>-</td>
<td>75 €</td>
</tr>
<tr>
<td>(*) Only non-private room and max. 365 consecutive days.</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>(***) Including worsening or sudden attacks of pre-existing chronical diseases (see Glossary B)</td>
<td>NO</td>
<td>YES</td>
</tr>
<tr>
<td>(***) Including winter sport, under water sport and speleology</td>
<td>NO</td>
<td>YES</td>
</tr>
<tr>
<td><strong>Module 2 - Assistance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Referral service concerning hospitals/doctors in host country</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Linguistic assistance in case of a covered claim</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Repatriation/evacuation</td>
<td>Real cost</td>
<td>Real cost</td>
</tr>
<tr>
<td>Transport of the mortal remains to the place chosen by the deceased’s family</td>
<td>7.500 €</td>
<td>7.500 €</td>
</tr>
<tr>
<td>Funeral costs (including laying-out costs and coffin)</td>
<td>3.000 €</td>
<td>25.000 €</td>
</tr>
<tr>
<td>Early return in case of death of a family member</td>
<td>Round trip (Economy class)</td>
<td>Round trip (Economy class)</td>
</tr>
<tr>
<td>Forwarding essential medications/medical applications</td>
<td>Real cost</td>
<td>Real cost</td>
</tr>
<tr>
<td>Tracing &amp; rescue</td>
<td>Real cost</td>
<td>Real cost</td>
</tr>
<tr>
<td>Telecommunication costs</td>
<td>-</td>
<td>125 €</td>
</tr>
<tr>
<td>Psychological help after trauma</td>
<td>3 calls</td>
<td>5 calls</td>
</tr>
<tr>
<td>Assistance in case of theft/loss of travel and ID-documents</td>
<td>Real cost</td>
<td>Real cost</td>
</tr>
<tr>
<td>Juridical assistance</td>
<td>-</td>
<td>5.000 €</td>
</tr>
<tr>
<td>- Advance of security deposit</td>
<td>12.500 €</td>
<td>25.000 €</td>
</tr>
<tr>
<td>Travel and accommodation expenses family members</td>
<td>Accommodation: max. 7.500 € (Economy class)</td>
<td>Accom.: 75 € per person/day, max.7.500 € (Economy class)</td>
</tr>
<tr>
<td><strong>Module 3 - Accidents (</strong>*)**</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permanent disability due to an accident</td>
<td>75.000 €</td>
<td>150.000 €</td>
</tr>
<tr>
<td>Death by accident</td>
<td>5.000 €</td>
<td>5.000 €</td>
</tr>
<tr>
<td>(***) Including winter sport, under water sport and speleology</td>
<td>NO</td>
<td>YES</td>
</tr>
<tr>
<td><strong>Module 4 - Baggage &amp; Household furniture</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Baggage</td>
<td>250 €</td>
<td>1.500 €</td>
</tr>
<tr>
<td>Content, household furniture</td>
<td>-</td>
<td>5.000 €</td>
</tr>
<tr>
<td>Maxima:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- photo, film, video, sound and computer apparatus, per item, including accessories</td>
<td>-</td>
<td>500 €</td>
</tr>
<tr>
<td>- jewels, watches, per item</td>
<td>-</td>
<td>150 €</td>
</tr>
<tr>
<td>- mobile telecommunication apparatus</td>
<td>-</td>
<td>150 €</td>
</tr>
<tr>
<td>- (sun)glasses including frame, contact lenses</td>
<td>-</td>
<td>150 €</td>
</tr>
<tr>
<td>- sport equipment (surfboards, skis, bicycles, etc…), per item</td>
<td>-</td>
<td>250 €</td>
</tr>
<tr>
<td>- music instruments</td>
<td>-</td>
<td>250 €</td>
</tr>
<tr>
<td>- tents</td>
<td>-</td>
<td>250 €</td>
</tr>
<tr>
<td>- values</td>
<td>-</td>
<td>250 €</td>
</tr>
<tr>
<td>- ID and travel documents</td>
<td>150 €</td>
<td>150 €</td>
</tr>
<tr>
<td>- study material (documents, books, study tools)</td>
<td>-</td>
<td>500 €</td>
</tr>
<tr>
<td>- purchase of essential clothing and toilet articles in case of a baggage delay of at least 1 night</td>
<td>100 €</td>
<td>200 €</td>
</tr>
<tr>
<td>Deductible per claim (except for travel documents and baggage delay):</td>
<td>-</td>
<td>125 €</td>
</tr>
<tr>
<td><strong>Extra contractual liability private life</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical damage:</td>
<td>20.000.000 €</td>
<td>20.000.000 €</td>
</tr>
<tr>
<td>Material damage:</td>
<td>1.000.000 €</td>
<td>1.000.000 €</td>
</tr>
<tr>
<td>For the US and Canada: Physical and material damage (in all)</td>
<td>1.250.000 €</td>
<td>1.250.000 €</td>
</tr>
<tr>
<td>Abnormal troubles of neighbourhood</td>
<td>750. 000 €</td>
<td>750. 000 €</td>
</tr>
<tr>
<td>Tenant liability (not in US/Canada)</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Option: Cancellation insurance</strong></td>
<td>1.500 €</td>
<td>1.500 €</td>
</tr>
</tbody>
</table>

Premium:

- 5 € administration cost for individual policies
- Minimum premium per individual contract: 50 € incl. administration cost.
- Insurance taxes not inclusive

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GLOSSARY
This glossary is a guide to your understanding. For the purpose of this contract, the following declarations shall apply:

1) COMPANY:
Catlin Belgium (a branch of Catlin GmbH Germany) further called 'UNDERWRITER'.
Underwritten by Catlin insurance Company (UK) Ltd.
Uitbreidingstraat 10-16
B-2600 Berchem
Licensed for branch Accident (01), Health (02), Fire (08), Liability (13)
License number CBFA 2405

The assistance benefits are insured by Catlin Belgium. The organization and the execution of these services have been entrusted to:
Europ Assistance Services N.V. further called 'ALARM CENTRE'
Triomflaan 172
B-1160 Brussels.

The policy and claims are administered by:
Expat & Co BVBA
Lange Haagstraat 72
1700 Dilbeek
BELGIUM
Licensed for all branches
License number CBFA 13.633A, and authorized to work in all countries of the European Economic Area (EEA).

2) POLICYHOLDER:
The natural or legal person who subscribes to the contract, identified as the policyholder in the insurance certificate.

3) INSURED PERSON:
- the student, the trainee, the staff member or scientific person of the educational institute, and his/her accompanying family members, up to the age of 70 years, who:
  - is of the nationality of a state member of Europe (see Glossary point 15), has his/her home country in Europe and is making his/her way abroad;
  - is of non-European nationality, has his/her home country outside Europe and is making his/her way to Europe, in order to follow an educational program or training, which represents his/her principal activity.
- the au-pair, up to the age of 70 years at the time the contract takes effect, who:
  - is of the nationality of a state member of the European Union (see Glossary point 15), has his/her home country in Europe and is making his/her way abroad;
  - is of non-European nationality, has his/her home country outside Europe and is making his/her way to Europe, in order to do, within the given regulations, basic household work for the host family (among others things taking care of the children), which represents his/her principal activity, and eventually to follow an educational program or training besides.

4) BENEFICIARY:
The person, identified as the beneficiary in the insurance certificate, to whom a benefit is payable on the strength of this insurance.

5) FAMILY MEMBERS:
Spouse/partner, children/parents (-in-law), brothers/sisters, grandparents/grandchildren, other persons with whom the insured person lives at the same address on a permanent basis.

6) THIRD PARTY:
Any other person who is not the insured, or one of his/her family members.

7) ACCIDENT:
Any sudden, unexpected force from external origin, affecting or influencing the body of the insured person, and directly causing a medially diagnosable physical injury to the Insured Person. An accident also includes the following events:
- acute poisoning caused by the sudden and involuntary inhale of gases, vapours, liquid or solid substances, other than medicines, or allergens;
- 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;
- the involuntary and sudden intake of substances or objects in the digestive system, respiratory system, the eyes or the ears, causing internal injury;
- 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, 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 contract:
- 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), whatever the consequences are.

8) ILLNESS/DISEASE:
for the purposes of this contract, 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 contract and of which the Policyholder 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 contract comes back into force following a period of suspension.
- Nevertheless persons with pre-existing chronic diseases, can be covered for medical care following sudden attacks or worsening of the disease, at condition that they can prove, with a report of their treating doctor, prior to effective date of the contract, that they can function normally, while following regularly treatment or therapy. In all cases, this regularly treatment or therapy is not reimbursable. Cover can also be refused if proved that the attack or worsening was due to non-fidelity to the treatment/therapy, doctors’ advice, or misuse of the medication.
- aesthetic or similar treatments;
- mental or nervous diseases, neuroses, psychoses, rest cures or similar treatments requiring a stay in a psychiatric institution, in a psychiatric ward of a hospital or in another institution that is mainly a rest home, a convalescent home or a similar institution that is specialized in the treatment of alcoholics, drug addicts, mental diseases or the elderly, with the exception of the exclusions stipulated in module 1.
- Nevertheless persons with pre-existing chronic diseases, can be covered for medical care following sudden attacks or worsening of the disease, at condition that they can prove, with a report of their treating doctor, prior to effective date of the contract, 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.
- 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;
- for the treatment of alcoholics, drug addicts, mental diseases or the elderly, with the exception of the exclusions stipulated in module 1.
11) PHYSICIAN/DOCTOR: 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.

12) MEDICINES: Medicines which are only obtained with a prescription delivered by a physician, dentist or obstetrician, practicing within their scope of license and training. Not eligible for compensation are, for example:

- restorative and nutritional products;
- slimming products;
- tonics, medicinal wines, cod-liver and fish oil products;
- vitamin products;
- laxatives;
- cosmetics.

13) HOME COUNTRY: The country that the policy holder declared as such on the application form and of which he/she holds a passport.

14) FOREIGN COUNTRY/ABROAD: Every country outside the home country.

15) EUROPE: The EU-countries, extended with the EFTA-countries (Iceland, Norway and Liechtenstein), the countries that are candidates for membership of the EU (Croatia, FYROM and Turkey), and Switzerland.

16) INSURANCE YEAR: The period between the effective day of the contract 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 contract.


Conditions common to all modules

Art. 1. Description of the insurance contract

1.1. Versions and Options: The contract has 2 possible versions of which the policyholder can make a choice: the basic version (keeping strictly to the EACEA minimum requirements) or the comprehensive version. The choice of the policyholder will be mentioned in the insurance certificate.

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, according to the Benefits List.

The deductibles mentioned in the Benefits List (only in the comprehensive version) shall apply per claim.

1.2. Extent of cover: The insurance will provide cover to the insured person according to the conditions which are mentioned in the insurance certificate, within the extent and limits described in the Benefits List.

1.3. Area of cover: The insurance will provide cover in the country where the insured person follows or carries out an educational program or training, or is appointed as au pair. The cover will be extended during trips worldwide. Nevertheless there will be special limitations or exclusions for some guarantees in U.S. and Canada.

The coverage in relation to Module 1, in the home country, during the period of validity of the contract, will be limited to a maximum of 8 consecutive weeks, insofar as this temporary stay is linked to holiday, a visit to the family, or if the insured is repatriated to his/her home country following illness or accident, as foreseen under Module 2.

1.4. Deductibles: The deductibles mentioned in the Benefits List (only in the comprehensive version) shall apply per claim.

Art. 2. Duration and end of the insurance

2.1. Duration of the insurance: The insurance will be effective from the inception date mentioned in the insurance certificate (but not before the date the first premium has been paid) for the mentioned period. The duration of the contract will never exceed one year. If the contract is concluded for an initial period of more than 1 year, it will automatically be renewed on the due date, which is the anniversary of the inception date of the contract.

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 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.

The policy may be extended 2 months prior and 2 months after the official study or trainee period for touristic or leisure activities in the region.

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 the moment when the insured can insure himself/herself against the costs of illness, however limited to a maximum of 14 days to count from the day of return.

2.2. End of the insurance: The policy can be cancelled as follows:

2.2.1. By the policy holder:

- By registered written termination letter from the policy holder:
  - On due date with at least 3 months prior notice;
  - In connection with a claim, within 30 days after the Underwriter has taken a final position;
  - In connection with a premium increase or alteration of conditions:
    - If the policy holder has been notified about the increase or alteration at least 4 months before the yearly due date, he/she has the right to cancel the policy at least 3 months prior notice. The contract ends then on the due date.
    - If the policy holder has been notified about the increase or alteration less than 4 months before the yearly due date, he/she has the right to cancel the policy within a period of 3 months following the mailing date of the notification. By doing so the contract ends one month after the day of notification, date of the receipt or, in case of registered letter, the date of deposition at the post office, but not before the yearly due date.

In case of death of the policy holder, the eventual other insured persons can terminate the contract, by sending a registered letter within 30 days after decease.

2.2.2. By the Underwriter:

Unless otherwise mentioned in the General Policy Conditions specific to the different modules and options, by registered letter from the Underwriter:

- On due date with at least 3 months prior notice;
- In connection with an event the insured person has deliberately given a misrepresentation of facts or failed to notify important information to the Underwriter, of which, if the information was known, never would have lead to cover that risk. In this case the insurance will end on the date mentioned in the letter of termination. The Underwriter will observe at least 30 days prior notice.
- In the event of a significant and definitive change in the risk, as set out in article 9 of the present conditions;
- following any declared accident, whether covered or not by the contract, but at the latest 30 days following the payment of the compensation or the refusal by the Underwriter to pay the compensation.
- In case of non-payment in respect with the procedure explained in art 3.2.
Art. 3. Premium payment

3.1. Premium payment in general
Premiums are determined by the Underwriter and will be payable, unless otherwise mentioned, in advance including eventual (local) premium taxes and contributions.

The initial premium is due on the date of commencement as stipulated in the insurance certificate.

The premium must be paid within 30 days after its due date.

The Underwriter reserves the right to adjust the premiums once a year starting from the renewal date:
- based on eventual changes in cover;
- based on the loss experience during the previous calendar year (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 a legislation that influences this contract.

This in relation to the modification of the concerned legislation in question and its financial consequences for the Underwriter and after having notified the policy holder.

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

3.2. Non-payment or unpunctual payment
The policyholder will be responsible for punctual payment of the premium. In the event that a premium is not received by the Underwriter or his legal representative on the due date, the Underwriter will send a registered letter 15 days after sending this registered letter the Underwriter has the right to suspend or annul the contract if the premium is still not received. Any policy suspension or annulment for non-payment will start after expiry of above-mentioned period.

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

Art. 4. General exclusions
The insurance will not cover damage or expenses caused by, or as a result of:

1. War risk/terrorism/military service
Direct or indirect active engagement 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 usurped power or any illegal act.

The benefits of the contract are not applicable in case of claims occurred to the insured during military service or reserve call-up.

2. Criminal acts
The commital of any criminal act, as perpetrator, co-perpetrator or accomplice, by the insured or by the beneficiary as interested party of the insurance benefits.

3. Weapons
The possession and/or the active use of weapons by an insured person or beneficiary as interested party of the insurance benefits.

4. Nuclear reactions
- Nuclear accidents as described at the Paris Convention of July 29th, 1960.
- Ionising radiations or contamination by radioisotopes.

An exception will apply when the insured person is exposed to nuclear reactions as result of any medical treatment.

5. 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).

6. Sports
- 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, kick, punch and kick sports, free fighting and wrestling. Sports as judo, jiujitsu, aikido, and semi-contact karate are accepted;
  - Rugby;
  - Glacier trips without a guide, climbing, mountaineering;
  - 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;
  - Sporting activities done in such circumstances that specialists will be of opinion they must be considered as rash acts, such as non-execution of regulations or measures of safety.

7. Other exclusions:
- Willfulness or consent of the insured or the beneficiary as interested party of the insurance benefits;
- Suicide or attempted suicide. Nevertheless the benefits for funeral costs, coffins and repatriation of mortal remains will be granted in case of death by suicide;
- Reckless act or severe negligence;
- Active engagement in fights or risky ventures in which the insured person endangers his/her life or body.

Art. 5. Claims

1. Reporting 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 3 years after the date on which the damage occurred. As regards any legal claim by the beneficiary, this period starts from the date on which the beneficiary has taken cognizance of the existence of the agreement, of his capacity as beneficiary and of the incident that causes the insurance services to be exigible.

2. Complementary intervention
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 List.

3. Subrogation
For any payment under this policy, the Underwriter will be subrogated to all rights and demands the insured person may claim concerning recovery against any third party or organization. The insured will be obligated to give his full cooperation to secure these rights.

4. Dispute and expertise
In case the policy holder or the insured person does not agree with a medical 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 medical commission of 2 experts-doctors, one designated by the Policy holder and/or the Insured, and one by the Underwriter. If these doctors don’t agree, they designate a third expert-doctor, 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 doctors to whom they appeal.

Art. 6. Exchange rates
Premiums should always be paid in the currency mentioned in the Insurance certificate. All exchange and bank costs are at the expense of the Policy holder.
Art. 8. Notifications

Notifications by the Underwriter to the policyholder will be made regularly to the policy holders’ last address known to the Underwriter.

The policy holder and/or the insured person will be obligated to notify the Underwriter of any changes of name or address mentioned in the General Policy Conditions, changes in existing cover with third parties or changes in profession of the different mentioned in the General Policy Conditions, changes in existing cover, any significant and permanent change to the risk.

The policy holder and/or the insured person will be obligated to:

- 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.

If the insured has not fulfilled these obligations, and this turns out to be a disadvantage to the Underwriter, the previously named will have the right to reduce the compensation amounting to this disadvantage.

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. Change of risk

The Policyholder shall without delay inform the Underwriter of any significant and permanent change to the risk. If the event that during the contractual 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 contract, 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 contract with retro-active effect to the date of the start of the increased risk.

In the event that the Underwriter refuses the modification that it would not under any circumstances have insured the increased risk, it is entitled to cancel the contract 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 contract is rejected by the Policyholder 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 contract within 15 days.

In the event that a claim occurs and the Policyholder 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 Policyholder 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 Policyholder would have had to pay had he properly reported the risk, if the failure to notify can be attributed to the Policyholder.

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 Policyholder 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 in addition to the compensation for damages.

Art. 10. Applicable law, Disputes

The contract and the insurance relationship is subject to English law and practice and to exclusive jurisdiction of the English courts.

Art. 11. Privacy code

The personal data submitted to the Underwriter are intended only for the following purposes: evaluation of the insured risks, management of the commercial relationship, of the insurance contract and the claims covered by it, control of the portfolio and to prevent fraud or abuse.

Only for these purposes this information can be transferred to a reinsurer, 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.

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

General Conditions specific to module 1. Medical Care

Art. 12. Medical care following accident, illness or pregnancy.

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 prescribed 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;
- the 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;
- the costs for prostheses which have become necessary, as a consequence of an accident;
- medically necessary costs of pregnancy and child birth for mother and child, based on recognized medical and scientific considerations, and prescribed or imposed by a physician;
- the costs for a medically necessary sterilization or abortion, 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.

Art. 13. Newborn cover

The provision of Module 1 - Medical care will also apply to the newborn 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;
- the newborn lives with the insured person at the same address abroad;

Art. 14. 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;
- work and occupational therapy;
- pre- and post natal gymnastics;
- sports massage;

Art. 15. 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 list. 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 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.

Art. 16. Yearly 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 list. Hereby is understood solely:
• the costs 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 contract.

Art. 17. Exclusions relating to Module 1:
Additional to the general exclusions mentioned in the General conditions common to all modules (Art.4) and in the definitions of accident and illness (see Glossary point 7 and 8), there shall be no reimbursement for:
• cost of pregnancies (and childbirth), at stage of more than 6 months at the effective date of this cover;
• for the cost of fertility tests and fertility promoting treatments; contraception;
• for cosmetic surgery and treatments, unless it is a matter of mutilation as a result of an accident or disease, occurred during the insured period of this contract;
• the development and/or the appearance of any form of hernia in whatever way;
• contaminations or epidemics which have been placed under control;
• the costs for non-urgent dental care and dental cleaning (except for the yearly dental check-up in the comprehensive version);
• 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 eventually with the family doctor, the measures which ensure best the interests of the insured, can be taken.

General Conditions specific to module 2.
Assistance
Art.19. Repatriation or medical evacuation of the insured
In case the insured person has been hospitalized 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 organize, 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 insurable 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 Center also takes charge of the organization for transportation of one person while accompanying the repatriated insured person to the place of hospitalization or the home country.

Art.20. Funeral and repatriation of the mortal remains
Option A:
In case of death of an insured person, the Alarm Centre will organize the repatriation of the mortal remains and takes charge of:
• the post-mortem treatment;
• a coffin, limited as mentioned in the Benefits List;
• the transportation or the remains from the place of decease to the place of burial or cremation;
• a round-trip for 1 family member to accompany the remains, in case the insured person stays abroad alone.

Option B:
The family can also opt for burial or cremation on the spot. In that case the Alarm Centre will take charge of:
• the post-mortem treatment;
• coffin, limited as mentioned in the Benefits List;
• 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(s) 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 List under “Travel and accommodation expenses for family members”.

The Underwriter also takes charge of the funeral costs.

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 member of the family who is not traveling with the insured (partner, child, parent, brother, sister, grandparent or grandchild), the Alarm Centre organizes the transport and eventual accommodation, if needed, as mentioned in the Benefits List under “Travel and accommodation expenses for family members”, with a maximum of 7 days.

Art.22. Forwarding of essential medicines/medical applications
The Alarm Centre will do everything in its power to organize the search and disposal of essential medicines or medical appliances, prescribed by a competent medical authority, locally unfindable, but available at the Home Country. It is made compulsory to have the Alarm Centre’s medical team’s approval for delivery.

The sending depends on availability of means of transport and must be in accordance to the local and international laws. The insured person commits himself/herself to reimburse the Underwriter for the price of the medication or appliances which were put at his/her disposal (except when covered in another cover of this contract), 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.23. Search and rescue costs
The Alarm Centre will organize a trace and rescue operation, as mentioned in the Benefits List, made to save the insured person’s life or physical integrity, on the condition that the rescue action is lead by the local authorities or by official relief organizations.

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) with physical injuries on a ski run the Alarm Centre will organize a trace 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. Telecommunication costs
The Underwriter refunds all the telecommunication costs made to contact The Alarm Centre, in direct relation with an incident guaranteed by the present contract.

The telecommunication costs, in direct relation to a serious accident and illness (see Glossary point 7 and 8), there shall be no reimbursement for:
• cost of non-urgent dental care and dental cleaning (except for the yearly dental check-up in the comprehensive version);
• for the bare issue of medical certificates.

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 list.

The Underwriter also takes charge of the funeral costs.

The expenses in relation with any ceremony will not be paid for by the Underwriter.

In case of death or a situation of mortal danger of a member of the family who is not traveling with the insured (partner, child, parent, brother, sister, grandparent or grandchild), the Alarm Centre organizes the transport and eventual accommodation, if needed, as mentioned in the Benefits List under “Travel and accommodation expenses for family members”, with a maximum of 7 days.

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The Underwriter refunds all the telecommunication costs made to contact The Alarm Centre, in direct relation with an incident guaranteed by the present contract.

The telecommunication costs, in direct relation to a serious accident and illness (see Glossary point 7 and 8), there shall be no reimbursement for:
• cost of non-urgent dental care and dental cleaning (except for the yearly dental check-up in the comprehensive version);
• for the bare issue of medical certificates.
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 person 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, cheques, bank cards or credit cards
In case of loss or theft of the insured person reported it to the local authorities, the Alarm Centre will put the necessary tickets at the disposal of the insured person to continue his/her journey or to return to his/her residence.
The insured person commits himself/herself to reimburse the Underwriter for the price of the tickets which were disposed to him/her (except when covered in another cover of this contract, 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 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 List under "Travel and accommodation costs of family members".

In case of loss or theft of cheques, bank cards or credit cards and after the insured person reported it to the local authorities, the Alarm Centre will act towards the financial institutions to take the necessary precautions.
If necessary and when possible the Alarm Centre will perform the functions of interpreter.
Under penalty of decline of cover, the insured person has to report the loss or theft to the local authorities.

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 (except for wheelchairs for handicapped persons), the insured can claim a reimbursement of the costs incurred for legal assistance, without however exceeding the amount stipulated in the Benefits List, per claim, and only in relation to:
- the recuperation of the material and 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 defense of the insured person in case the insured is sued in court for his private liability, under the laws of the country where he/she is, for losses inflicted to third parties, or after being guilty for involuntary offence of local laws.

Are covered the costs for the necessary legal assistance or those incurred by the Alarm Centre, inssofar as these are not to be recuperated from a third party:
- 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.

In the United States and Canada, 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 List 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 List 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, inssofar 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 be reimbursed to the Underwriter in total and 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.

Additional to the general exclusions mentioned in the General conditions common to all modules (Art.4), 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 contract;
- the cases in which the interest at stake is less than 250,00 EUR;
- the costs (including the costs linked to the calling in of a lawyer or an expert) which are incurred without the prior approval of the Alarm Centre 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.

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.

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 List.

In the case the insured loses confidence in the designated lawyer who is handling the case, the insured can request 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. Travel and accommodation costs for family members.
The Alarm Centre organizes the travel and accommodation, as mentioned in the Benefits List, for:
- the urgent return of the insured person because a family member has deceased, or has been hospitalized in a life-threatening or very critical condition;
- the necessary presence of 1 family member, in the event an insured person is hospitalized 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. 29. Specific conditions concerning Assistance services

The assistance benefits are insured by the Underwriter. The organization 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 organization of the provision of assistance mentioned above.

Only the additional costs, besides those, which the insured was responsible for, for his/her return to his/her home country, are taken in charge.

If the Alarm Centre has organized the return trip of the insured and has borne the costs, the Policyholder, 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 List, 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 organizations for the provision of first aid services, and therefore would not bear the inherent obligations as a consequence of circumstances outside one’s control such as civil wars or war with a foreign country.

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

Art. 30. Exclusions relating to Module 2

Additional to the general exclusions mentioned in the General conditions common to all modules (Art.4), there shall be no reimbursement for:

- costs for conditions existing before the effective date of the contract, or which it was reasonable to expect, on the effective date of the contract 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;
- infarctions which the insured commits voluntarily against the laws which are in force abroad.

General Conditions specific to module 3. Accident insurance

Art. 31. Accidental death

This cover guarantees payment of benefits mentioned in the Benefit List, in case of death of the insured person by accident covered by the contract, within three years following this accident.

The Underwriter pays to the designated beneficiary or, in his absence, to the legal heirs, with the exception of the State, the lump sum stipulated in the Benefits List.

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. 32. Permanent disability due to accident

This cover guarantees payment of benefits mentioned in the Benefit List, 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 List to the Insured Person, according to the level of disability determined in accordance with the Official European Scale of Invalidity. In the event 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.
- 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, unless this activity makes part of his/her study or training.

General Conditions specific to module 4. Baggage and household effects

Art. 35. Subject

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 List;
- household effects and furniture, travel documents and study material, during the stay abroad, up to the amount stipulated in the Benefits List.

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. Insured goods

Are insured: baggage, travel documents, study material and household effects belonging to the insured.

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 contract, 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 contract for a maximum sum as mentioned in the Benefits List.
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 "study material" in relation with this section, should be understood books, syllabus, materials and instruments, special clothing necessary for the study or training. Lend books, property of the school, university, or public library, just like rented goods and instruments needed for study or training, and under the responsibility of the insured, are also covered, as far as they are not insured by the owner.

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 contract, are located at the address of residence abroad.

Art. 37. 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 List.

Art. 38. Household effects and furniture
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;
- rainfall, water, steam and oil;
- theft or attempted theft by house breaking;
- robbery and blackmail;
- broken glass plates and mirrors.

Art. 39. Damage compensation
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;
- 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 List.

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

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

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

Compensation will be made 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 List will be applied.

Art. 40. Exclusions relating to Module 4
Additional to the general exclusions mentioned in the General conditions common to all modules (Art.4), 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-plan 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 debt), not in possession of the insured person or not put away in a safe.

General Conditions specific to module 5. Private liability
Art. 41. Subject
The object of this module is to cover the insured against:
- Extra-contractual liability and tenant liability in private life: The Underwriter covers the insured person against the financial consequences resulting from the extra-contractual liability, as well as tenant liability, incumbent on the local legal prescriptions, for the damage caused to third parties in his/her private life.
- Abnormal neighborly troubles: claims of third people based on the local legal prescriptions, due to abnormal troubles of the neighborhood, are covered if the damages are caused by an abnormal event involuntary and unforeseen for the Insured.

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, under condition that it arises from corporal or material damage covered. Immaterial damages not arising from corporal or material damage are excluded.

This cover for Abnormal neighborly troubles is not granted if, by special convention, the Insured has accepted to support this liability for troubles of the neighborhood when he was not liable without this convention.

The cover is granted with a maximum insured amount mentioned in the Benefits List, per claim and per insurance year. For US and Canada different amounts do apply. Tenant liability remains excluded in the US and Canada.

Art. 42. Extent of the guarantees in time
The guarantee covers the damage that has taken place during the effective period of the contract and extends as far as to encompass claims that are introduced after the end of this contract.

Art 43. Specific scope of stipulated risks
a) Is insured the damage caused by the insured person for which he/she is personally liable.

The cover is extended to the host family, the school or university, trainee post, if they are held responsible for the damage caused by the insured person for which he/she is personally liable.

Is furthermore insured the damage caused by the insured person for which he/she is personally liable, to colleague students, professors and staff members, trainee coaches, host family members, their goods and the goods of the school or university, trainee post.

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b) Real estate and its content:
1. The building or the part of the building occupied by the insured person for a temporary stay;
2. The gardens, whether or not bordering on the above mentioned building as far as their surface does not exceed 1 hectare;
3. Insofar as 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;
4. The part of the building occupied by the insured person in a hotel or in a similar lodging house during a temporary or occasional stay for private as well as for professional purposes;
5. A part of the building temporarily occupied by the insured person for private purposes in a hospital, rehabilitation center or care establishment;
6. The part of the building which does not belong to the insured person but which is temporarily used by the insured person at the occasion of a family celebration or meeting;
7. The contents of the real estate mentioned in Points 1 to 6 above.
If the insured person is liable for it, is insured:
1. The damage caused by the effects of water originating in or transmitted by real estate or its content mentioned in Point 1 above;
2. The bodily injury caused by fire, by a conflagration, by an explosion or by smoke arising from fire or a conflagration, originating in or transmitted by the real estate or its content mentioned in Point 1 above;
3. The property damage caused by fire, by a conflagration, by an explosion or by smoke arising from fire or a conflagration, originating in or transmitted by the real estate or its content mentioned in Point 1 above;
4. The property damage caused by the effect of water, by fire, by a conflagration, by an explosion or by smoke arising from fire or a conflagration, to the real estate mentioned in Points 1, 2, 4, 5 and 6 above;
5. The contents of the real estate mentioned in Points 1 to 4 above and its contents that do not belong to an insured person.
c) Means of transport and travel
1. Is insured the damage for which the insured person is liable and caused:
   • in the course of his/her private travel, among others as: owner, holder or user of bicycles and other cycles without engine, wheelchairs for handicapped persons (whether motorized or not);
   • a passenger of a vehicle of whatever type (with the exception of the cases for which liability is covered by a compulsory liability insurance for motor vehicles);
   • as a pedestrian;
   • the damage caused by the insured person who, without the knowledge of his/her parents, of the persons who have him/her under their supervision and of the owner or the holder of the vehicle, drives a motor vehicle or a vehicle on rails or sets it into motion before he/she has reached the legally required age for doing so. The damage caused to the motor vehicle or to the vehicle on rails, which belongs to a third party, is also compensated.

Art.44. Exclusions relating to Module 5
Additional to the general exclusions mentioned in the General conditions common to all modules (Art.4), there shall be no reimbursement for:
• The damage which falls under the extra-contracutual civil liability subject to a legally compulsory insurance;
• 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 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 capacity of leader, designated person or organizer of youth movements and the like, as a consequence of the actions of persons for whom he/she is answerable;
• The damage resulting from an intentional act by the insured person or resulting from the extra-contracutual personal civil liability of the insured person who has reached the age of 16 years and which arises from:
  • a situation where the alcohol content in the blood of the insured person reaches or exceeds the limit set by local law, 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.43.b.;
• The damage caused by lands and by gardens not included in the guarantee of the present contract;
• 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.

Art.45. Obligations of the insured person in case of damage
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.

Art.46. 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 defense 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.47. 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 insurance taker.
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 policy holder, 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.48. Personal right of the injured party
The injured party has a personal right against the Underwriter. The compensation for damages owed by the Underwriter is due to the injured party or to his beneficiaries, to the exclusion of the other creditors of the insured person.
Art. 49. 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 contract to the injured person in so far as these find their origin in an event previous to the damage suffered.

Art. 50. 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 List for each guarantee. All the damages, which can be attributed to one single event causing damages, constitute one and the same case of damage. The Underwriter pays for the interests on the principal due for compensation, the costs relating to civil proceedings, as well as the family expenses of the injured person, in so far as these costs have not been incurred by itself or with its consent or, in case of a conflict of interest which cannot be avoided, by the injured person, in so far as these costs have not been incurred unreasonably.

General Conditions specific to Option 1.

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 Assistance Plan.

Art. 51. Subject

In the case of cancellation, delay to departure and/or discontinuation of the study/traineeship, the Underwriter shall pay compensation to the insured up to a maximum amount as mentioned in the Benefits List, bearing the following in mind:

1. Cancellation

The Underwriter shall make payment in the case of cancellation up to and including the date of commencement of the insurance or the day of departure in accordance with the manner in which the educational institution/trainee post would normally require were there no insurance to exist, which payment shall defray cancellation costs comprising the paid course fee, attendance and registration fees, the pre-paid travel and accommodation costs, pre-paid rent for housing and/or other costs when changing apartments. Restitutions received as well as any revenue which comes about due to the arrangements in question being transferred to third parties at a reduced price, or not, shall be deducted from that which is to be paid.

2. Insured events

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

a. death, serious illness or serious accidental injury on the part of an insured, rendering the study trip/traineeship or making use of the rental object, or making it imperative to prematurely terminate the study trip/traineeship or the stay;

b. death, serious illness or serious accidental injury of a family member who are not co-travellers, or room-mates with whom the insured co-habits as a family, rendering it unreasonable for the insured to make the study trip/traineeship or make use of the rental object, or making it imperative to prematurely terminate the study trip/traineeship or the stay;

c. being unable, under medical advice, to be vaccinated, which is required by the authorities in order to reach the destination of the study trip/traineeship or to stay there;

d. relevant damages to goods due to fire, explosion, strike by lightning, storm or flood, which exercises an effect on the property of the insured or of the organization where the insured works or which assigned the study trip/traineeship to the insured and which the insured took on, which event or events urgently require the insured’s presence;

e. an unexpected conscription notice requiring the insured to attend military service for the first time, or go on repeat exercises;

f. in connection with a proposed stay of the insured with family living abroad: a sudden serious illness, serious accidental injury or the death of one of the members of the family, whereby it is no longer possible to accommodate the insured;

g. the lack, within 30 days prior to the planned date of arrival at the destination, of a private vehicle needed for the study trip/traineeship due to theft, fire, explosion or any external peril;

h. serious damages to the insured’s own home, the temporary address or the study/traineeship address, making it impossible for the planned study trip/traineeship to take place. In that case, compensation shall solely be paid for the pre-paid/reserved tickets for the boat, air or train trip.

3. Delay to departure

The Underwriter will pay compensation in the case of a delay to departure of at least 8 hours of a boat, bus, train or aircraft when departing from the country of origin or upon arrival to the travel destination, caused by factors outside the control of the Underwriter and the will of the insured, as well as pay compensation for the additional travel and accommodation costs incurred by an insured, for a maximum of three days.

4. Interruption

The Underwriter shall pay compensation, pro rata, for each study day/traineeship day not taken, on the travel sum/ rent, due to the underwriter’s involvement, or due to the insured being hospitalized delaying premature return, insofar as the hotel, educational institution, traineeship address, transport organization or landlord shall not have made restitution.

The right to receive compensation for damages shall solely exist if the study trip/traineeship address or stay is interrupted prematurely as a result of one of the events scheduled in Art. 51.2.

Hospitalization delaying premature return shall mean that hospitalization days within the study/traineeship/rental period shall be deemed to be study/traineeship days not taken.

Pro rata compensation shall be deemed to be compensation for the ratio of the total number of days not taken to the number of days of the study/traineeship or rental. Any restitutions made by the hotel, educational institution, traineeship address or landlord shall be deducted from the compensation to be paid.

5. Winter sports

If the comprehensive version has been concluded and the insured returns home prematurely due to an insured event having taken place, or should an insured be called back, or should medical reasons render it impossible for any further use to be made of pre-paid ski-ing lessons, ski-pass, ski rental, then in connection with these aforementioned costs, compensation for cancellation shall be paid on a pro rata basis. Pro rata compensation shall be deemed to be compensation based on the ratio of the total number of days not taken to the total number of days of the duration of the lessons, pass, or ski-rental.

Any restitutions shall be deducted from the compensation to be paid.

Art. 52. Validity of the insurance

The insurance is solely valid if concluded within 21 days of booking the travel arrangement. Already paid premiums for invalid cancellation costs insurance shall be restituted upon request. No restitution will be made of premiums paid other than in connection with the cancellation of the study/traineeship travel or rental agreement on the part of the educational institution, the trainee post, transport organization or landlord.

Art. 53. Special obligations

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

- The insured, or an interested party to this insurance shall be bound to notify the Underwriter immediately of circumstances which might lead to a claim being made for compensation under the terms of this present agreement.
- They are also bound, at the request of the Underwriter, to submit authentic proof if compensation is claimed under the terms of this insurance and moreover, they are also bound to cooperate with all that which the Underwriter may require, in order to fulfill the obligations of proving the claim.
- They are also to submit proof of payment of registration fees and/or all or part of the travel/rental sum.

In case of an emergency call the Alarm Centre:

Tel.: +32 (0)2 541 90 87 (24/7)
help@europ-assistance.be (24/7)

claims@expatinsurance.eu (during office hours)