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Schengen Travellers Insurance

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

BENEFITS GUIDE

SCHENGEN TRAVELLERS INSURANCE

Benefits Guide

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

Module 1 -Medical treatment costs

Hospitalisation due to Accident or Illness	max. 30.000 €
Ambulatory treatment costs due to Accident or Illness	100%
Prescription medication (medication free available without prescription is not covered)	100%
Urgent pain stilling dental care	max. 250 €
Dental surgery following an Accident	100%
Psychological help after trauma	3 visits
Transport to Hospital by ambulance	real cost
Deductible / insurance contract for illness	100 €

Module 2- Assistance

Medical Repatriation/evacuation	real cost
Escort during medical repatriation/evacuation	return ticket (economy)
In case of death, transport of the mortal remains to the place chosen by the deceased's family	real cost
Coffin	max. 1.250 €
Assistance in case of theft/loss of travel and ID-documents	real cost
Theft or loss of ID and travel documents	max. 150 €
Legal assistance Abroad	max. 2.500 €
- advance of security deposit	max. 12.500 €

Module 3 – Private and Tenant Liability (not valid for US-Companies)

Overall annual limit	2.000.000 €
Non-contractual liability in private life	
- physical damage max.	2.000.000 €
- material damage max.	1.000.000 €
Tenant liability	included
Deductible per claim (private and tenant liability combined)	100 €

All benefits listed are per person, per insurance contract. There is NO cover outside Europe.

Maximum covers per person per trip.

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

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

3. MODULES AND OPTIONS

Unless otherwise mentioned, every *Insurance* has several *Modules*. 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. CUSTOMER

The natural or legal person who subscribes to the *Insurance*, identified as the *Customer* in the *Policy Schedule*.

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

7. INSURED PERSON/YOU/YOUR

The natural person, identified as *Insured Person* in this policy, who is able-bodied, in a good health and is making his/her way to Europe. He/she is only covered during his/her stay in Europe.

8. BENEFICIARY

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

9. THIRD PARTY

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

10. INCEPTION DATE/EFFECTIVE DAY

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

11. DEDUCTIBLE

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

12. ACCIDENT

Any sudden, unexpected force from external origin, affecting or influencing the body of the *Insured Person*, and directly causing a medically diagnosable physical injury to the *Insured Person*.

An *Accident* also includes the following events:

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

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

- the development and/or the appearance of any form of 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.

13. ILLNESS/DISEASE

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

- *Illnesses*, *Accidents* and/or defects (congenital or otherwise) that exist prior to or at the *Effective Date* of the *Insurance* and of which the *Customer* or the *Insured* should be aware at that time or of which he/she is likely to have been aware because the symptoms of the *Illness* or defect had already manifested themselves. This provision is also applicable in the event that the *Insurance* comes back into force following a period of suspension.
- aesthetic or similar treatments;
- 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;
- *Diseases* for which the treatment can be postponed, with medical justification, until return of the *Insured* to his/her *Home Country*.

14. HOSPITAL

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

15. 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*.

16. 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.

17. 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.

18. 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.

19. OUTPATIENT OR AMBULATORY TREATMENT

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

20. 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.

21. 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 ~~are~~, for example:

- freely available medication (e.g. pain-killers, nose drops...)

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

22. TRAVEL DOCUMENTS

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

23. NON-CONTRACTUAL LIABILITY

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

24. CONTRACTUAL LIABILITY

All liability that is contractually bound.

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

25. AREA OF COVER

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

26. 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.

27. 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.

28. FOREIGN COUNTRY/ABROAD

Every country outside the *Home Country*.

29. SCHENGEN ZONE

Countries which joined the Schengen agreement about removal of internal borders. (Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland and eventual later joining member states).

30. EXTENDED ZONE

Other European countries not belonging to the *Schengen Zone* (Andorra, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, FYR Macedonia, Ireland, Kosovo, Monaco, Montenegro, Romania, San Marino, Serbia, United Kingdom and Vatican City).

GENERAL CONDITIONS COMMON TO ALL MODULES & OPTIONS

These conditions describe elements that apply for all modules.

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

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

1.1. 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.

1.2. Where are *You* covered?

The *insurance* will provide cover within the *Schengen Area* as mentioned in the Glossary Point 28. If the client concluded the *Extended Zone*, covered will also be valid in the other European countries as mentioned in the Glossary Point 29.

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

1.3. *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* at 00:00 h (but not before the date the first premium has been paid) for the mentioned period.

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

The *Customer* can choose between different options, depending on how long and how often the *Insured Person* will travel.

“**Single entry**” covers from 7 days up to max. 90 days, as a Schengen visa is max. 90 days valid.

“**Multiple entry**” covers within a 30, 60 or 90 days of cover within a *Insurance* period of 90, 182 or 365 days respectively.

Persons who travel from the *Schengen Area* into the *Extended Zone* and come back to the *Schengen Area* should choose a Multi Entry visa and *insurance*. Same for persons who come regularly in the *Schengen Area* within a short period.

The benefits are the same for all options, only the period of cover and the premiums vary.

The initial travel period of a Single Entry policy can be shifted in time, in case the issue of the visa is delayed. The *Underwriter* should be notified about the delay before the initial travel periods starts.

The duration of the *Insurance* will not exceed one year.

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).

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

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

3.2. By the *Insurer*:

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

- within 2 months of the date of policy conclusion with 8 days notice period.
- 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.

Art. 4. About premium payment

Premiums are determined by the *Insurer* and will be payable, for the whole *insurance* period before issue of the *insurance*, 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*. Premium payment is only possible by bank transfer or credit card.

In the event of a failure to pay before the *Inception date* of the *insurance*, the *insurance* shall not be *effective* and the Company shall not become liable for any compensation.

In case of termination of the *insurance* prior to the *Inception Date*, refund of premium is possible only if

a written request is received by the *Underwriter*. The *Underwriter* will charge an administration cost.

After the *Inception Date* of the *insurance*, the premium is considered fully earned and non-refundable. In case of an early return no restitution of premium will be made.

Art. 5. What is not covered? (General exclusions)

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 each trip *Abroad*.

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 *Insurer* 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;
 - Speleology;
 - Cliff diving;
 - Underwater sports, except for snorkelling; deep diving below 10 m
 - Winter sports off the normal ski run;
 - Ice-hockey;
 - ski alpinism, ski jumping, ski bob, ski sailing, ice sailing, bobsledding, tobogganing, skeleton, swingbo;
 - 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:

- 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 *Insurer* shall not be deemed to provide cover and nor shall they be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the *Insurer* to any sanction, prohibition or restriction under United Nations resolutions or the trade or the economic sanction, laws or regulations of any jurisdiction applicable to the *Insurer*.

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

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.

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 *Beneficiary(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.expatsinsurance.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@expatsinsurance.eu, Phone + 32 2 463 04 04.
- **If no solution is found:** *You* may contact AXA Assistance CZ, s.r.o. Customer Service medsupervisors@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 CONDITION SPECIFIC TO MODULE 1 - YOUR MEDICAL CARE

These conditions describe the elements that only apply for module 1.

Art. 15. 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 during a maximum of 365 consecutive days. Only semi-private rooms are covered;
- *Doctors* and specialist fees. Supplements related to private rooms are not covered;
- operation theatre and intensive care room;
- surgical costs;
- the medically necessary 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 voluntary abortion in consequence of a rape, carried out in a *Hospital* and reported at the local police station.

Art. 16. 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 post-natal 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*.

Art. 17. About Costs of urgent dental care

The *Underwriter* reimburses also the costs of acute medical necessary dental treatment up to the maximum amount stipulated in the Benefits Guide.

Hereby is understood solely:

- the dentists' fees for 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 insured *Accident*, are insured up to maximum 365 days following the day of the *Accident*.

Art. 18. What is not insured relating to Medical care?

Additional to the general exclusions mentioned in the General conditions common to all covers (Art. 5) and in the definitions of *Accident* and *Illness* (see Glossary point 11 and 12), there shall be no reimbursement for:

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

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

- medical treatments not consistent with the diagnosis and customary medical treatment for a covered condition;
- medical treatment not in accordance with standards of medical practice, not consistent with current standard professional medical care, and not provided, approved or prescribed by licensed medical personnel;
- medical treatment administered or provided by a first degree relative (parents, children and spouse) of the *Insured Person*;
- cost of pregnancies (and childbirth);
- for the cost of fertility tests and fertility promoting treatments;
- contraception;
- sexual dysfunction;
- venereal *Diseases*, AIDS-related *Diseases* and *Diseases* relating to HIV antibodies (HIV positive);
- each intervention when a trip is undertaken in order to undergo a (para) medical treatment;
- 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 *Insurance*;
- 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;
- convalescent treatment;

- the costs for non-urgent care that can wait until return in the *Home Country*;
- special dental treatments, like orthodontics, implants, crowns etc....
- dentures, glasses, contact lenses and hearing aids
- typical vaccinations which should have been taken before starting the trip;
- for the bare issue of medical certificates;
- infractions which the *Insured* commits voluntarily against the laws which are in force abroad;
- transportation which has not been arranged by the *Alarm Centre*. However, expenses equivalent to the amount which the *Alarm Centre* would have paid shall be covered.

Art. 19. 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 during 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.

GENERAL CONDITIONS SPECIFIC TO MODULE 2 – YOUR ASSISTANCE

These conditions describe the elements that only apply for module 2.

Art. 20. 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.

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 and expenses for transportation of one

person while accompanying the repatriated *Insured Person* to the place of *Hospitalisation* or the *Home Country*.

Art. 21. In case of death while *Abroad*.

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

- the post-mortem treatment;
- a coffin, limited as mentioned in the Benefits Guide;
- the transportation of the remains from the place of decease to the place of burial or cremation;

Art. 22. Assistance in case of loss or theft of travel and ID-documents

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

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

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

Art. 23. Legal assistance *Abroad*

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

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

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

- the costs linked to the investigation and the handling of the case;

- the costs linked to the calling in of lawyers, bailiffs, witnesses and experts.

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

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

Travel costs will be reimbursed following common tariffs for public transport and/or economy class. The accommodation expenses will be reimbursed, as mentioned in the Benefits Guide under "Travel and accommodation expenses 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 from the *Alarm Centre* to the *Insured*, which he/she will reimburse in totality as soon as the amount of the bail is paid back to him/her in case of the dropping of legal proceedings, a verdict of not guilty or otherwise within the 30 days after the date on which the competent tribunal has pronounced the judgement.

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

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

23.1. What is not covered in legal Assistance?

Additional to the general exclusions mentioned in the General conditions common to all modules (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 *Inception Date* of the *Insurance*,
- the cases in which the interest at stake is less than 250,00 EUR;
- the costs (including the costs linked to the calling in of a lawyer or an expert) which are incurred without the prior approval of the *Alarm Centre*,
- in case of malice, serious culpability or negligence on the part of the *Insured*;

- the costs which are the consequence of omissions or faults of the *Insured* in relation to the treatment of the case.

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

23.2. 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.

23.3. Settlement of disputes

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

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

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

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

Art. 24. 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 its *Home Country*, are taken in charge.

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

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

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

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

The *Alarm Centre* or the *Underwriter* cannot be held responsible for the faults or for the wrong execution

of its obligations as a consequence of circumstances outside one's control such as civil wars or war with a *Foreign Country* revolution, popular rebellion, insurrection, strike, sequestration or constraint by the police and/or by the local authorities, official prohibition, piracy, detonation of explosives, nuclear or radioactive effects, climatic obstructions.

Art. 25. What is not insured relating to Assistance?

Additional to the general exclusions mentioned in the General conditions common to all covers (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;
- infractions which the *Insured* commits voluntarily against the laws which are in force *Abroad*.

GENERAL CONDITIONS SPECIFIC TO MODULE 3 – YOUR PRIVATE AND TENANT LIABILITY INSURANCE

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

PRIVATE LIABILITY

Art. 26. 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:

- 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. Private and Tenant liability remains excluded in the US and for US-citizens.

Art. 27. 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. 28. Specific scope of stipulated risks

28.1. 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.

28.1.1. 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 its Content;
13. the material damage caused by the effect of water, by fire, by an explosion or by smoke arising from fire to the real estate mentioned in Points 5 to 8 above and its Contents that do not belong to an *Insured Person*.

28.1.2. Is not insured:

14. the material damage caused by the effect of water, by fire, by an explosion or by smoke arising from fire to the real estate mentioned in point 1 to 4, that do not belong to an *Insured Person*.
We refer to Art. 39 - Tenant liability, where this can be covered.
15. The material damage caused by the effect of water, by fire, by an explosion or by smoke arising from fire to the Content that is property of an *Insured Person*, in real estate mentioned in point 1 to 4.

28.2. Means of transport and travel

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

- in the course of his/her private travel, among others as: owner, holder or user of non-motorized means of transport (like bicycles kick scooters, skates, wheelchairs...), or e- bikes, e-scooters, e-skates, hover boards and other motorized slow vehicles (like sit-on lawn mowers, motorized toys and wheelchairs) for which a compulsory liability insurance for motor vehicles is not required;
- as a passenger of a vehicle of whatever type;
- as a pedestrian;
- as owner, holder, or user of model aircrafts and other model vehicles, including drones, for which a compulsory liability insurance is not required;
- as owner, holder or user of sailing boats with a maximum weight of 200 kg and motor boats with a motor of maximum 10 DIN HP, for which a compulsory liability insurance is not required.

We do not insure compulsory legal liability for motor vehicles.

Art. 29. 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. 49;
- 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.

TENANT LIABILITY

Art. 30. 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 the insured Perils (Art. 31) 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. 31. 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.

31.1. 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. 32. What is not covered relating to Tenant Liability?

In addition to the general exclusions mentioned in the General Conditions common to all *Modules* (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.
- valuables (cash, money, post or bank payment orders, travel vouchers, letters of credit or debit)

Art. 33. 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. 34. What are the Obligations of the *Insured Person* in relation to Liability?

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

- of the happening of any occurrence likely to give rise to a claim under this *Insurance*;
- of the receipt by the *Insured Person* of notice of any claim;
- and of the institution of any proceedings against the *Insured Person*;
- 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. 35. 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. 36. 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. 37. 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. 38. 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. 39. Payment of compensation for damages

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

WHAT TO DO IF YOU NEED TO CLAIM

Please use the office hours contact details for all *Your* claims and enquiries so as not to tie up the *Alarm Centre* with non-urgent requests. *We* strive to reply to all queries within 24 hours. Contact *Us* on:

claims@expatinsurance.eu

(office hours GMT +1)

+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