

# EXPAT & CO

smart insurances

## Au-Pair Insurance

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

**Benefits Guide**

# AU-PAIR INSURANCE

## Benefits Guide

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

Maximum covers per person per annum/trip.

### Module 1: Medical Treatment Costs

- Medical Treatment Costs
- Hospitalisation (Inpatient treatment) in semi-private room due to Accident or Illness
- Ambulatory (Outpatient) treatment costs due to Accident or Illness
- Physiotherapy, Psychotherapy limited to (more is possible after prior written approval from the Insurer)
- Psychological help (incl. NLP & EMDR therapy) after trauma
- Prescription medication (medication free available without Prescription is not covered)
- Urgent dental care (e.g. fillings, fixing broken teeth, a root canal treatment)
- Dental surgery following an Accident
- Annual dental check-up

	BASIC	COMPREHENSIVE
	€ 150.000 / year	€ 300.000 / year
	100%	100%
	100%	100%
	12 sessions	12 sessions
	3 visits	5 visits
	100%	100%
	€ 250 / year	€ 250 / claim
	100%	100%
	Not covered	€ 75

### Module 2: Assistance Abroad

- Medical repatriation or evacuation (including return ticket within 90 days after repat/evac.)
- In case of death, transport of the mortal remains to the place chosen by the deceased's family
- Funeral costs (incl. laying-out costs and coffin)
- Early return in case of death or incurable disease of a Close Relative<sup>(\*)</sup>
- Compassionate visit of 1 Close relative in case the Insured Person is Hospitalised in a Critical Medical Condition<sup>(\*)</sup>
- Extension of stay due to Accident or Illness<sup>(\*)</sup>
- <sup>(\*)</sup> Accommodation and Travel expenses
  - accommodation expenses
  - travel expenses
- Search and rescue
- Forwarding essential medications / medical applications / messages
- Assistance in case of theft or loss of travel / ID documents
- Legal assistance abroad
  - Advance of security deposit
- Linguistic assistance in case of a covered claim

	BASIC	COMPREHENSIVE
	100%	100%
	€ 30.000	€ 30.000
	€ 3.000	€ 3.000
	round trip <sup>(*)</sup>	round trip <sup>(*)</sup>
	round trip <sup>(*)</sup>	round trip <sup>(*)</sup>
	max. 10 days <sup>(*)</sup>	max. 10 days <sup>(*)</sup>
	max. € 7.500	max. € 7.500
	max € 75 per person per day	max € 75 per person per day
	economy class	economy class
	100%	100%
	100%	100%
	100%	100%
	€ 5.000	€ 10.000
	€ 12.500	€ 25.000
	Covered	Covered

### Module 3: Accidents

- Permanent disability due to Accident
- Death by Accident

NOT COVERED

COMPREHENSIVE

€ 150.000  
€ 5.000

### Module 4: Baggage (always in 2<sup>nd</sup> rank after the transport company)

(This insurance is placed with a European Insurer, which can be a non-admitted Insurer in some countries outside Europe..)

- Baggage  
Maxima per item:  
photo, film, video, sound and computer apparatus, per item and including accessories  
jewellery, watches, per item  
mobile telecommunication apparatus  
(sun)glasses including frame, contact lenses  
sports equipment (surfboards, skis, bicycles, etc...) per item  
musical instruments  
ID and Travel Documents
- Purchase of essential clothing and toiletries in case of a Baggage delay of at least 1 night
- Deductible per claim (except for Travel Documents and Baggage delay)

NOT COVERED

COMPREHENSIVE

€ 1.500  
€ 500  
€ 150  
€ 150  
€ 150  
€ 250  
€ 250  
€ 150  
€ 200  
€ 125

### Module 5: Private Liability

- Overall annual limit
- Physical damage to Third Party
- Material damage to Third Party
- Damage to Borrowed goods
- Compensation for persons who provide help
- For the USA and Canada: physical and material damage combined  
(in all and including lawyers' fees of counterparty and punitive damages)

BASIC  
€ 5.000.000  
€ 5.000.000  
€ 1.000.000  
€ 2.500  
€ 50.000  
€ 1.000.000

COMPREHENSIVE  
€ 5.000.000  
€ 5.000.000  
€ 1.000.000  
€ 2.500  
€ 50.000  
€ 1.000.000

### OPTION 1 : Underwater and winter sport

OPTIONAL

included

## GLOSSARY & POLICY CONDITIONS

### GLOSSARY

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

#### 1. AU-PAIR

An *Au-pair* is a young adult between 18 and 35 years old. He/she travels *Abroad* to stay with a host family for a limited period of time (mostly 1 year subject to local government restrictions). Unlike many types of domestic assistants, the *Au-pair* is considered a full family member of the host family and supports the family in child care and doing light household work, in return of free board, lodging, pocket money and the opportunity to learn the family's language and culture. An *Au-pair* is neither a servant nor a nanny.

#### 2. INSURANCE

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

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

#### 2. POLICY SCHEDULE AND PERSONAL CERTIFICATE

In the *Policy Schedule*, *You* will find the specific details of the agreed *Insurance*, concerning the *Customer*, the *Insured Person* (in case of 1 single

*Insured Person*), *Insurance* period, premium, *Deductible*, *Inception date*, etc... A new *Policy Schedule* will be provided after each modification of the *Insurance*.

In the *Personal Certificate*, *You* will find the specific details of the agreed *Insurance*, concerning the *Insured Persons*, *Insurance* period, *Inception date*, etc... A new *Personal Certificate* will be provided after each modification of the *Insurance*.

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

#### 3. MODULES AND OPTIONS

Unless otherwise mentioned, every *Insurance* has several *Modules* which can be taken separately, or combined.

Every *Module* handles a different branch of insurance.

Per *Module* there can be compulsory covers and optional covers. *Options* can only be taken out as a supplement of the compulsory basic cover. The choice of cover(s) will be mentioned in the *Policy Schedule*.

#### 4. INSURER/UNDERWRITER/ WE/US/OUR

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

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

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

#### 5. ALARM CENTRE

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

#### 6. NETWORK MANAGER (US only)

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

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

#### 7. CUSTOMER:

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

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

## 8. INSURED PERSON/YOU/YOUR

The *Au-pair*, up to the age of 35 years at the time the *Insurance* takes effect, who:

- is of the nationality of a state member of *Europe*, 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 local regulations, basic household work for the host family (among others things taking care of the children), which represents his/her principal activity, and to follow an educational program or training besides.

## 9. BENEFICIARY

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

## 10. BENEFICIARY IN CASE OF DEATH

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

## 11. CLOSE RELATIVES

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

## 12. THIRD PARTY

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

## 13. INCEPTION DATE/EFFECTIVE DATE

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

## 14. INSURANCE YEAR

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

## 15. RENEWAL DATE/DUE DATE

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

## 16. WAITING PERIOD

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

## 17. DEDUCTIBLE

The real out-of-pocket-expense, noted in the *Personal Certificate* or *Benefits Guide*, which will be deducted from the reimbursement to the *Insured*

*Person*. For medical expenses this *Deductible* will be applied annually. For other guarantees, this *Deductible* will be applied per claim.

## 18. CO-PAY

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

## 19. ACCIDENT

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

- acute poisoning caused by the sudden and involuntary inhalation of gases, vapours, liquid or solid substances, other than medicines, or allergens;
- the involuntary and sudden intake of substances or objects in the digestive system, respiratory system, the eyes or the ears, causing internal injury;
- *Illness* or allergic reaction directly caused by an involuntary fall into the water or into any other substance, or as a result of jumping in, in an attempt to save humans, animals or goods;
- spraining, dislocation and rupture of muscle and tendon tissues provided these injuries have been caused suddenly and their nature and location may be diagnosed medically;
- suffocation, drowning, freezing, sunstroke, heat stroke;

- exhaustion, starvation, dehydration and sunburn as a result of unforeseen circumstances;
- complications or aggravation of the injury as a direct result of first aid or medical treatment necessitated after the *Accident*.
- physical injuries resulting from assaults or attacks on the life of the Insured, robbery, molestation, unless it is proved that the insured actively participated in the activities of which he/she is the victim, whether as perpetrator or as instigator.

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

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

## 20. ILLNESS/DISEASE

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

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

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

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

- aesthetic or similar treatments;
- unless otherwise mentioned, mental or nervous *Diseases*, neuroses, psychoses, rest cures or similar treatments requiring a stay in a psychiatric institution, in a psychiatric ward of a *Hospital* or in another institution that is mainly a rest home, a convalescent home or a similar institution that is specialized in the treatment of alcoholics, drug addicts, mental *Diseases* or the elderly.  
However, non-permanent and non-*Chronic* mental disorders will be covered;
- professional *Diseases* for which compensation is paid under the terms of the legislation applicable to professional *Diseases*;
- attributable to the infecting of the organism of the Insured by the Acquired Immune Deficiency Syndrome (the AIDS virus), regardless of the

consequences, not caused by a needle stick injury or in an attempt to save humans;

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

## 21. ACUTE ILLNESS

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

## 22. CHRONIC ILLNESS

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

## 23. CRITICAL MEDICAL CONDITION

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

## 24 HEALTH FUND

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

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

## 25. HOSPITAL

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

## 26. 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*.

### **27. 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.

### **28. 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.

### **29. 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.

### **30. OUTPATIENT OR AMBULATORY TREATMENT**

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

### **31. NLP AND EMDR THERAPY**

Psychological therapy given by a qualified and legally licensed *Psychotherapist* following the

theory of 'Neuro Linguistic Programming', and/or 'Eye Movement Desensitization and Reprocessing'.

### **32. PRESCRIPTION AND OTC MEDICATION**

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

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

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

### **34. BAGGAGE**

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

### **35. TRAVEL DOCUMENTS**

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

### **36. MONEY/VALUES**

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

### **37. NON-CONTRACTUAL LIABILITY**

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

### **38. CONTRACTUAL LIABILITY**

All liability that is contractually bound.

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

### **39. AREA OF COVER**

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

### **40. 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*.

### **41. 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.

### **42. FOREIGN COUNTRY/ABROAD**

Every country outside the *Home Country*.

#### **43. EUROPE**

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

#### **44. 1st RANK, 2nd RANK INSURANCE**

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

Social security health cover (*Health Fund*) and flight carriers' *Baggage* cover are always a *1st Rank cover*.

If a claim is rejected by the *1st Rank Insurance*, in whole or in part, the *2nd Rank Insurance* shall pay the difference, as far as covered by the general conditions.



## GENERAL CONDITIONS COMMON TO ALL MODULES & OPTIONS

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

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

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

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

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

The policy can appear as an integral cover (Full Cover) or as a complementary cover (Top-Up): An integral cover means that the whole medical care cover (*Module 1*) is given by the *Insurer*, from the 1st euro (with the exception of the annual *Deductible*). A complementary cover will only reimburse in second rank, after the *Health Fund*, where the *Insured Person* has applied to, first reimbursed their part of the costs.

The policy can be extended with the *Option* "Underwater sports, winter sports". These activities can be added in the Basic version. They are already included in the Comprehensive version.

The *Option* can only be taken out as a supplement of the Basic version.

#### 1.2. What is covered?

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

Please read carefully the definition of *Insured Person*. Persons who do not comply with this definition cannot be insured in this *Insurance*.

#### 1.3 Where are *You* covered?

The *Insurance* will provide cover in the country where the *Insured Person* is appointed as *Au-pair*. The cover will be extended during trips in the chosen zone. Nevertheless there will be special limitations or exclusions, and a special premium for some guarantees in U.S.A., Canada, or risk zones. If US, Canada, or the risk zone is not indicated on the application, there is no cover at all in these areas.

The coverage in relation to *Module 1* (Medical Treatment Cost), in the *Home Country*, during the period of validity of the *Insurance*, 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 *Accident or Illness*, as foreseen under *Module 2* (Assistance).

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

#### 1.4 *Deductibles*

The *Deductibles* mentioned in the Benefits Guide (only in the Comprehensive version) shall apply per claim.

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

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

If the *Insurance* is concluded for an initial period of more than 1 year, the policy will be tacitly renewable on annual *Due Date*, for successive periods of 1 year.

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

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

The policy may be extended 2 months prior and 2 months after the official *Au-pair* 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 *Module1* 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.

### Art. 3. How can the policy be cancelled?

#### 3.1. By the *Customer*:

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

- within 2 months of the date of policy conclusion with 8 days' notice period.
- no less than 6 weeks before the renewal day..
- in connection with a premium increase or alteration of conditions, with 8 days' notice period.
- by other means specified in Act N° 40/1964 Coll., Civil Code (SK), as amended.

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

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

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

#### 3.2. By the *Insurer*:

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

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

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

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

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

### Art. 4. About Premium payment

#### 4.1. Premium payment in general

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

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

Premium payment is possible per bank transfer or credit card.

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

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

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

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

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

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

payment will start after expiry of above-mentioned period.

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

#### Art. 5. What is not covered?

##### (General exclusions common to all *Modules*)

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

##### 5.1. Pre-existing conditions

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

Any *Illness*, injury, bodily infirmity or physical disability and consequences hereof, which have come into existence, or shown symptoms, before conclusion of the Policy.

##### 5.2 War risk/terrorism

Direct or indirect active involvement in (civil) war, invasion, riots, lock-outs, acts of a foreign enemy, hostilities (whether war be declared or not), civil

commotion, rebellion, revolution, insurrection, terrorism, military or occupying power or any illegal act.

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

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

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

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

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

In case of a dispute about whether a given country is known to be in state of War or civil War, the list of countries for which the Ministry for Foreign Affairs of Belgium, or *Your Home Country*, advises not to

travel to ('we advise against all travel'), as published on their official website, will be decisive.

##### 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.

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

##### 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.
- 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.

##### 5.6 Alcohol/drugs

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

## 5.7 Sports

Unless otherwise stated following sport will be excluded:

- Practicing sports as a (subsidiary) profession.
- Practicing dangerous sports such as:
- Preparation for or participation in speed races with motor vehicles, motor boats or other motorized vehicles;
- Amateur flying, delta flying, parachuting;
- Equestrian competitions;
- All full contact box, hit, punch and kick sports, free fighting and wrestling. Sports as judo, jiu jitsu, aikido, and semi-contact karate are accepted;
- Rugby;
- Glacier trips without a guide, rock climbing, mountaineering;
- Cliff diving;
- Practice of winter sports, ice-hockey inclusive, speleology or underwater sports. This exclusion shall not apply if the policy states that the Comprehensive version is concluded, or, in the Basic version the Option 1 has been taken out;
- Ski alpinism, ski jumping, ski bob, ski sailing, ice sailing, bobsledding, tobogganing, skeleton, swingbo;
- Deep diving below 10 m;
- Sporting activities done in such circumstances that specialists will be of opinion they must be considered as rash acts, such as non-execution of regulations or measures of safety.

## 5.8. Other exclusions:

- Wilfulness 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, coffin and repatriation of mortal remains will be granted in case of death by suicide;
- Reckless act or severe negligence;
- Active involvement in fights or risky ventures in which the *Insured Person* endangers his/her life or body.

## 5.9. Sanction clause

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

## Art. 6. About Claims

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

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

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

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

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

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

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

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

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

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

#### **Art. 7. Exchange rates and bank costs**

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

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

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

#### **Art. 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 *Customers'* 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 life when processing the personal data.
- provide, at *Your* request, information about the processing of their personal data.  
All involved persons have the right to look into their own particulars and have them corrected, if necessary.

Also read *Our* GDPR-policy at:

<https://www.expatsinsurance.eu/en/privacy-cookies-and-gdpr>.

#### Art. 14. What if *You're* not satisfied?

The Slovak law applies to this *Insurance*.

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

- **First contact:** Expat & Co BVBA,  
Assesteenweg 65,  
1740 Ternat, BELGIUM,  
[info@expatsinsurance.eu](mailto: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

[medsupervizors@axa-assistance.cz](mailto:medsupervizors@axa-assistance.cz).

- **If still no solution is found:**  
the Slovak Ombudsman, Grösslingová 35, Postal Code 811 09, Bratislava Slovak Republic, <https://www.vop.gov.sk>, [sekretariat@vop.gov.sk](mailto:sekretariat@vop.gov.sk)  
Phone +421 2 323 63 701, in English.
- or the *European* Ombudsman Rue Wiertz, 1047 Brussels, BELGIUM  
or 1 avenue du Président Robert Schuman, CS 30403, 67001 Strasbourg Cedex, FRANCE  
[www.ombudsman.europa.eu/en/contacts](http://www.ombudsman.europa.eu/en/contacts)  
Phone: +33 3 88 17 23 13).

This does not exclude the possibility of legal action.

## GENERAL CONDITIONS SPECIFIC TO MODULE 1 – YOUR MEDICAL CARE

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

### Art. 15. What is covered in Medical care?

#### 15.1 About Medical care following *Accident or Illness*

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

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

- the costs for a medically necessary sterilization, prescribed or imposed by a *Physician*, and carried out in a *Hospital*;
- the costs for a voluntary abortion in consequence of a rape, carried out in a *Hospital*.

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

### 15.2 About Physiotherapy and Psychotherapy

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

For extended treatment, prior written approval should be obtained from the *Underwriter*.

Not eligible for compensation are:

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

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

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

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

### 15.3 About Costs of urgent dental care

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

- the dentists' fees for dental treatment;
- the eventual X-ray photos, prescribed or imposed by the treating dentist, made in connection with this treatment;
- the *Prescription Medicines*, prescribed by a dentist;
- the repair or the replacement of a denture or of artificial elements of the denture.

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

### 15.4 About annual dental check-up

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

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

- dental cleaning.

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

### Art. 16. What is not insured relating to Medical Care?

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

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



- contraception;
- sexual dysfunction;
- cosmetic surgery;
- acne treatments, unless it is a matter of mutilation as a result of an *Accident* or *Disease*, occurred during the insured period of this Insurance;
- the development and/or the appearance of any form of back hernia in whatever way;
- contaminations or epidemics which have been placed under the direction of public authorities;
- the costs for non-urgent dental care and dental cleaning (except for the yearly dental check-up in the comprehensive version);
- special dental treatments, like orthodontics, implants, crowns etc....;
- for the bare issue of medical certificates.

#### **Art. 17. Special obligations in case of admission to a *Hospital*:**

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

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

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

#### **Art. 18. Direct Payment**

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

This letter of guarantee is granted for all *Inpatient Treatments* and for *Outpatient or Dental Treatments* higher than 2.000 €. The payment will be settled upon receipt of the original bills. In case of Top-Up settings *We* will also require a signed mandate from the *Insured Person* in order to recover the part of *Our* expenses at his/her Social Security institute.

## GENERAL CONDITIONS SPECIFIC TO MODULE 2 – YOUR ASSISTANCE

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

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

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

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

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

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

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

##### **Option A:**

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

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

##### **Option B:**

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

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

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

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

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

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

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

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

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

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

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

- the early return of the *Insured Person* because a *Close Relative* has deceased,
- the early return of the *Insured Person* because a *Close Relative* has been *Hospitalised* in a life threatening or very *Critical Medical Condition* (limited to 1 round trip per lifetime of the Relative);
- the necessary presence of 1 family member, in the event an *Insured Person* is *Hospitalised* in a life-threatening or *Critical Medical Condition*. This service will only be rendered if the *Insured Person* has not yet died before the time of departure;
- the necessary presence of 1 person to accompany the *Insured Person* in case of an emergency evacuation or repatriation of the mortal remains.

#### **Art. 23. Search and rescue costs**

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

In case of a ski *Accident* (only in the Comprehensive version or when *Option 1* is taken out) with physical injuries on a ski run the *Alarm Centre* will organise a search and rescue operation to bring the insured back down per sledge or helicopter.

The *Accident* must absolutely be reported to the *Underwriter* within 72 hours after occurrence.

The expenses for this operation can be claimed back to the client when this occurs outside the well-defined ski run without a guide recognized by the local authorities.

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

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

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

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

**Art. 25. Forwarding urgent messages**

Upon request of the *Insured Person*, the *Alarm Centre* will forward urgent messages to every

person in relation with the insured cover and actions set out.

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

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

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

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

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

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

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

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

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

**Art. 27. Legal assistance Abroad**

When the private rights or interests of the insured are at risk, due to incidents occurring during the stay of the *Insured Abroad*, with the exception of losses as a consequence of the possession, the

keeping or the use of a motorized vehicle, the insured can claim a reimbursement of the costs incurred for legal assistance, without however exceeding the amount stipulated in the Benefits Guide, per claim, and only in relation to:

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

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

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

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

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

Travel costs will be reimbursed following common tariffs for public transport and/or

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

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

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

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

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

### 27.1. What is not covered in Legal Assistance?

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

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

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

### 27.2. Freedom of choice of lawyer or expert

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

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

### 27.3 Settlement of disputes

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

This has to be done as soon as possible, and in any case within 1 month after the *Underwriter* has communicated the insured its opinion on the result to be expected or on the way of handling the case, which is contested by the insured. Should that lawyer share the *Underwriter's* point of view, then the insured can only proceed with the case at his/her own expense. Should the result show that the insured is wholly or partially vindicated, then the costs are reimbursed to a maximum of the sum mentioned in the Benefits Guide.

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

### Art. 28. Specific conditions concerning Assistance services

The assistance benefits are insured by the *Underwriter*. The organisation and the execution of these services have been entrusted to the *Alarm Centre*. The implementation by the insured, or by one of his family members, of one of the services described above can only give rise to reimbursement if the *Alarm Centre* has been previously notified and has given its explicit approval for the means to be used, by opening a file number.

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

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

When the *Alarm Centre* has expressed its approval for the change in the means of transport to be used or in the destination, these become contractually established, its financial participation can never be

superior to the amount that had been foreseen for the execution of the original transport contract. When the costs of hotel accommodation are taken in charge, the *Underwriter* only intervenes for the actual costs of renting a room, within the limits foreseen in the Benefits Guide, excluding all other costs.

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

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

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

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

- costs for conditions existing before the *Effective Date* of the Insurance, or which it was reasonable to expect, on the *Effective Date* of

the Insurance or before, to be incurred during the period covered by the Insurance.

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

## GENERAL CONDITIONS SPECIFIC TO MODULE 3 – YOUR ACCIDENT INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

### **Art. 32. Important limitations for motorcyclists**

Lump sums paid out under this *Module 3* for *Accidental* death and permanent invalidity will be reduced by 50% in cases of *Accidents* resulting from

the use, as a driver of any motor cycle of a capacity greater than 50 cc.

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

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

- A pre-existing health condition of the *Insured Person*, unless these circumstances are known and were accepted by the *Underwriter*, as stated in the Insurance certificate, or as the result of a prior *Accident* for which the *Underwriter* already paid, or is due to pay benefits;
- Any intentional act carried out by the *Insured Person* such as suicide or attempted suicide, through participation in criminal acts, offences or misdemeanours. However, in case of suicide, funeral costs, laying-out costs, coffin and repatriation of the mortal remains will be reimbursed;
- Accidents relating to the use of a power plane, as member of the crew or if during the flight the *Insured Person* carries out a professional activity or any other activity connected with the flight.

## GENERAL CONDITIONS SPECIFIC TO MODULE 4 – YOUR BAGGAGE

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

#### **Art. 34. About the *Insurer*.**

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

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

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

The object of this section is to cover the insured for the damage occurring to *Baggage*, and *Travel Documents*, during travel periods, up to the amount stipulated in the Benefits Guide;

The following risks are covered:

- loss of the insured's goods registered with the travel company;
- theft of all or a part of the insured's goods;
- destruction of or damage to the insured's goods.

#### **Art. 36. Which goods are insured?**

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

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

Under "*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.

#### **Art. 37. In case of *Baggage* delay**

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

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

#### **Art. 38. Which perils is *Your Baggage* insured for?**

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

- is stolen, with the presence of clearly established traces of burglary from a locked and

secured house or room, or from a locked and secured means of transport, and insofar as the *Baggage* was not visible from the outside. Burglary committed by electronic means is not insured;

- is stolen with physical violence on or under threat of the *Insured person*,
- entrusted to a carrier - in the framework of a contract of carriage - is lost, damaged or stolen, after exhaustion of the contractual indemnity owed by the carrier.
- *Baggage* is lost, damaged or stolen as a result of an urgent medical transport of the insured following a covered *Accident* or *Illness*,
- *Baggage* is lost, damaged or stolen as a consequence of or following a traffic accident;
- *Baggage* is lost, damaged or stolen as a result of or following a natural disaster.

#### Art. 39. How is Damage compensated?

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

- *Travel documents*: the real cost for obtaining the new documents;
- *Baggage*.
  - the replacement value for objects not older than one year;
  - the actual value for objects older than one year and for objects belonging to the host family;
- Objects that cannot be replaced by new ones of the same type and quality: the market value;
- Damaged objects which are reasonably susceptible of being repaired: the repair cost;

with as upper limit the amount stipulated in the Benefits Guide.

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

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

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

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

In case of *Baggage* lost, damaged or delayed by the air carrier, the benefit will only be provided if the insured provides original documentation in form of a [Property Irregularity Report \(P.I.R\)](#) from the carrier stating that *Baggage* was lost, damaged, or did not arrive at scheduled time and date, and indicating the date and time of actual arriving.

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

#### Art. 40. What is not covered relating to *Baggage*?

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

- any item confiscated or detained by customs or police authorities, other than because of a traffic accident;
- prejudices caused by or which are the consequence of imprisonment, confiscation or seizure of the means of transport in which the insured goods are;
- loss or theft of *Baggage* not reported to the police within 24 hours of discovery and supported by a written police statement;
- loss or theft of *Baggage* when left unattended, other than locked in an appropriate locked compartment or locked out of sight in the boot of a motor vehicle;
- vessels (with the exception of sailboards), aircraft (including delta-plane and gliding equipment), motor vehicles (including motor-bikes), camping cars and other vehicles (with the exception of bicycles) as well as the accessories thereof, parts and attachments;
- wear and tear, depreciation, vermin, internal mechanical or electrical breakdown, any gradually operating cause (like humidity, cold or heat) any process of cleaning, repair, restoration or alteration;
- damage caused by insects, worms, maggots, rodents or by any parasite;
- bumps, scratches, stains and other deterioration, unless the damaged object has



thereby become unfit for the use for which it was intended;

- china, works of sculpture, paintings, art objects and other breakable objects, unless this damage was the consequence of fire, theft or of an Accident of the means of transport used;
- loose natural pearls and precious stones;
- breakage of strings and ripping of skins on musical instruments;
- stamps, coins and similar collections;
- animals;
- *Values* (cash, *Money*, post or bank payment orders, travel vouchers, letters of credit or debit.

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

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

### PRIVATE LIABILITY

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

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

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

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

- Travelling to and from work or school;
- Travelling for professional trips;
- Student jobs, as long as the *Au-pairis* financially dependent from his/her 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, punitive damages, under condition

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

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

#### Beware of following activities!

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

If *You* acquire an income by doing so, other than the *Au-pair* income, it is a professional activity that is not insured in this *Insurance*.

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

#### Art. 42. Where are *You* covered?

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

#### Art. 43. Extent of the guarantees in time

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

## Art. 44. Specific risks and situations

### 44.1 Personal liability

We insure the damage caused by the *Insured Person* for which he/she is personally liable following the local legislation.

### 44.2 Real estate and its *Content*:

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

1. the building or the part of the building occupied by the *Insured Person* 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 or *Au-pair* 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 private meeting;

8. (the part of) the building which does not belong to the *Insured Person* but which is temporarily used by the *Insured Person* as *Au-pair* accommodation;
9. the *Contents* of the real estate mentioned in Points 1 to 8 above.
10. the effects of water originating in or transmitted by real estate or its *Content* mentioned in Point 1 to 8 above;
11. the bodily injury caused by fire, by an explosion or by smoke arising from fire, originating in or transmitted by the real estate or its *Content* mentioned in Point 1 to 8 above;
12. the material damage caused by fire, by an explosion or by smoke arising from fire, originating in or transmitted by the real estate mentioned in Point 1 to 8 above and its *Content*;
13. the material damage caused by the effect of water, by fire, by an explosion or by smoke arising from fire to the real estate mentioned in Points 5 to 8 above and its *Contents* that do not belong to an *Insured Person*.

#### 44.2.1. Is not insured:

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

of an *Insured Person*, in real estate mentioned in point 1 to 4.

### 44.3 Means of transport and travel

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

- in the course of his/her private travel, among others as: owner, holder or user of non-motorized means of transport (like bicycles kick scooters, skates, wheelchairs...), or e- bikes, e-scooters, e-skates, hover boards and other motorized slow vehicles (like sit-on lawn mowers, motorized toys and wheelchairs) for which a compulsory liability insurance for motor vehicles is not;
- as a passenger of a vehicle of whatever type;
- as a pedestrian;
- as owner, holder, or user of model aircrafts and other model vehicles, including drones, , used for purely sporting or recreational purposes within the permitted area, and for which a compulsory liability insurance is not required.
- as owner, holder or user of (sailing) boats with a maximum weight of 200 kg and motor boats with a motor of maximum 10 DIN HP, for which a compulsory liability insurance is not required.
- by taking the wheel of a *Third* person's car because he/she is unable to drive him/herself, either as a result of alcohol intoxication or as a result of a physical injury just sustained. This cover is a cover in *2nd Rank*, after intervention of any other liability or casco insurance.

We do not insure compulsory legal liability for motor vehicles.

#### 44.4. Damage to borrowed goods.

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

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

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

#### 44.5. Compensation for persons who provide help

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

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

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

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

- the damage or expenses following cases known – or reasonably should be known – by the *Insured Person* prior to the *Inception date* of the *Insurance*,
- the liability under a contract or assumed to be under a contract (like Tenant Liability, or

equipment hired or borrowed), unless otherwise mentioned;

- the damage which falls under the Non-contractual civil liability subject to a legally compulsory insurance;
- all damage arising out of the profession, occupation or business of the *Insured*;
- the damage caused by the use of aircraft which belongs to the *Insured Person* or have been taken on rental or are used by him/her;
- the damage caused by the use of sailing boats of more than 200 kg and of motor boats which belong to the *Insured Person* or are taken on rental or used by him/her;
- 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;
- in case of malice, serious culpability or negligence on the part of the *Insured*;
- the damage resulting from an intentional act by the *Insured Person* or resulting from the Non-contractual personal civil liability of the *Insured Person* which arises from:
- a situation where the alcohol content in the blood of the *Insured Person* reaches or exceeds the limit set by local law it, or in a similar situation which is the consequence of the use of products other than alcoholic beverages;
- participating in scuffles;
- the damage caused to animals, other movable goods and real estate property, which the *Insured Person* has under his/her responsibility,

without prejudicing to what has been determined in Art. 44;

- the damage caused by lands and by gardens not included in the guarantee of the present *Insurance*,
- the damage caused by horses whether harnessed or not, belonging to the *Insured Person*,
- the damage caused to horses, ponies and donkeys as well as to their harnesses, which the *Insured Person* has rented, borrowed or of which he/she is the depository;
- the damage caused by horses whether harnessed or not, belonging to the *Insured person*,
- the damage caused to horses, ponies and donkeys as well as to their harnesses, which the *Insured person* has rented, borrowed or of which he/she is the depository.

#### Art. 46. What are the Obligations of the *Insured Person* in relation to Liability?

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

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

The *Insured Person* shall be obliged to:

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

The *Insured Person* shall not admit liability for nor offer or agree to settle any claim without the written consent of the *Underwriter*, who shall be entitled to take over and conduct in the name of the *Insured Person* the defence of any claim, and to prosecute in the *Insured Person's* name, for *Underwriters* benefit, any claim for indemnity or damages or otherwise against any *Third Party*, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The *Insured* shall give to the *Underwriter* such information and assistance as the *Underwriter* may reasonably require.

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

#### **Art. 47. 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. 48. 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. 49. 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. 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 Guide for each guarantee. All the damages, which can be attributed to one single event causing damages, constitute one and the same case of damage.

## GENERAL CONDITIONS SPECIFIC TO OPTION 1 – UNDERWATER AND WINTER SPORT

If the *Insurance* has been extended with *Option1*, the special terms below will also apply. *Option1* can only be taken out as a supplement to the Basic Version. It is already included in the Comprehensive version.

#### **Art. 51. What is insured under this *Option1*?**

Under this *Option1* *We* insure all underwater sport, winter sport, and speleology, except for the sports excluded under Art. 52.

#### **Art. 52. What is not insured under this *Option1*?**

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

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

#### **PAY ATTENTION!**

**THIS IS AN AU-PAIR INSURANCE.  
THIS INSURANCE IS NOT VALID IF THE  
INSURED PERSON IS NOT AN AU-PAIR  
(see definition 1).  
PURE HOLIDAY USE IS NOT ALLOWED.  
HOLIDAY IS ONLY COVERED IF YOU  
ALSO INSURE THE FULL AU-PAIR PERIOD.**

## WHAT TO DO IF YOU NEED TO CLAIM

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

E-mail: [claims@expatinsurance.eu](mailto:claims@expatinsurance.eu)

(office hours GMT +1)

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

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

**Expat & Co, Claims Dept.**  
**Assesteenweg 65**  
**1740 Ternat, BELGIUM**

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

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

## IN CASE OF AN EMERGENCY

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

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

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

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

(office hours GMT +1)

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