



Global Health Insurance - GHI

General Conditions

Art. 1 - GENERAL DEFINITIONS

For the purpose of this contract, the following declarations shall apply:

- a) COMPANY: ACE European Group Ltd, insurance company authorized under code number CBFA 2312.
- b) POLICYHOLDER: the corporate entity or physical which subscribes to the contract.
- c) INSURED: any physical person, aged less than 70 at the moment of the contract subscription, designated in the Particular Conditions and who makes a trip as described in this policy.
- d) SPOUSE: any physical person married to an Insured designated in the Particular Conditions or living with such person for at least 6 months.
- e) CHILD: each child dependent, for tax purposes, upon the Insured designated in the Particular Conditions or the Insured's spouse.
- f) BENEFICIARY: the physical person or corporate entity designated in the General Conditions and/or Particular Conditions of the present contract and who is entitled by the Company to receive the compensation for damages due for a guaranteed accident.
- g) ACCIDENT: injury to physical integrity caused by a sudden occurrence of which any of the causes is to be found outside the organism of the Insured.

THE FOLLOWING ARE ASSIMILATED TO AN ACCIDENT:

- infections caused directly by a guaranteed accident with the exception of any infection resulting from any human or other intervention following the occurrence of the guaranteed accident;
 - poisoning and physical injuries resulting from accidental absorption of toxic or corrosive substances;
 - suffocation resulting from the unforeseen occurrence of gases or noxious vapours;
 - drowning and infectious diseases resulting from accidentally falling into water or an infected liquid;
 - frost-bite, heat or sunstroke as well as loss of consciousness and exhaustion resulting from shipwreck, forced landing, collapse, avalanches and floods;
 - physical injuries resulting from assaults or attacks on the life of the Insured, unless it is proved that the Insured actively participated in the activities of which he is the victim, whether as perpetrator or as instigator.
 - luxation, distortion, breakdown and muscular tear caused by a sudden physical effort.
- h) SICKNESS: for the purposes of this contract, sickness is defined as any involuntary impairment of health that can be medically confirmed.

The following are excluded:

- a) sicknesses, accidents and/or defects (congenital or otherwise) that exist prior to or at the effective date of the contract and of which the Policyholder or the Insured should be aware at that time or of which he is likely to have been aware because the symptoms of the sickness or defect had already manifested themselves. This provision is also applicable in the event that the contract comes back into force following a period of suspension and in the event of the extension of the insurance policy and/or an increase in the insured amounts;
- b) aesthetic or similar treatments;

- c) 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;
- d) professional diseases for which compensation is paid under the terms of the legislation applicable to professional diseases.
- i) PHYSICIAN: physical person who is authorized by law to practise medicine by virtue of a recognized medical degree and who is inscribed in the Order of Physicians; outside Belgium, the person in the country concerned who is authorized by law to practise medicine within the framework of a function similar to that exercised by a physician in Belgium.
Assuming that the injuries sustained by the Insured require the intervention of persons who are authorized by law to practise dentistry in the country where their services are called upon, the latter shall also be considered as physicians.
This assimilation is expressly limited to the necessary intervention of these dentists with regard to an accident covered by the present contract.
- j) HOSPITAL: shall be considered as a public or private hospital any institution that meets the statutory conditions of the country in which it is located and that

- receives and takes care of the sick or injured persons who are staying there;
- only permits the residence of sick or injured persons under the supervision of one or more physicians in its employ who are under an obligation to be on call;
- maintains adequate medical equipment in good working order to form a diagnosis and to treat such diseases or injuries and, where necessary, can carry out surgical interventions within its walls or in an institution under its control;
- provides care by or under the control of nursing staff.

TRIP: travel by the Insured departing from Belgium to a destination in another country. Cover is granted from the time the Insured leaves his home or place of work in Belgium and ceases when the Insured returns to one of these places.

Art. 2 - GEOGRAPHICAL LIMITS

Without prejudice to the definitions resulting from the concepts of "Insured" and "Trip" as defined in Article 1 and in the other specific provisions of this policy, the insurance granted by present contract is valid throughout the world.

Art. 3 - PHYSICAL ACCIDENT INSURANCE - OBLIGATIONS OF THE COMPANY

Death

In the event that the Insured dies within three years following an accident covered by the policy, the Company pays to the designated beneficiary or, in his absence, to the legal heirs, with the exception of the State, the capital stipulated in the Particular Conditions.

In the event that the body of the Insured is not found and 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.

If the Insured has not reached the full age of 5 years then the Company will only pay the real justified funeral costs up to 2.500,00 EUR.

Permanent invalidity

In the event that the accident causes the permanent invalidity of the Insured, the Company shall, by joint agreement between the physician appointed by itself and the physician appointed by the Insured, pay to the latter a capital amount calculated on the insured amount according to the level of invalidity determined in accordance with the Official Belgian Scale of Invalidity (O.B.S.I).

The level of invalidity is determined from the time of consolidation of the condition of the Insured and at least following the expiry of a period of 3 years starting from the date of the accident.

If the consolidation did not take place 1 year after the date of the accident and that permanent disability is estimated at at least 20%, a provision of 50% of the capital corresponding to the rate of disability estimated will be versed to the policy-holder.

No compensation may be awarded in the event of the anatomical loss of any limbs or organs of which the faculty had already been lost 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.

EXCLUSIONS RELATING TO 'DEATH' AND 'PERMANENT INVALIDITY' BENEFITS

Following accidents are not covered by present contract :

- of which the Insured is the victim while he is under the influence of alcohol or under the influence of drugs or narcotic substances, unless he can prove that there is no causal link between the accident and his being under the influence of alcohol or the intake of drugs or narcotic substances;
- caused by a deliberate act on the part of the Insured or the beneficiary according to the policy, such as suicide or attempted suicide, through participation in criminal acts, offences or misdemeanours;
- caused by civil wars or civil insurrections and riots, international military conflicts or military insurrections and riots;
Nonetheless, the Insured will continue to be covered by the insurance policy for 14 days following the start of the hostilities in the event that he is taken by surprise in another country by such events;
- resulting from the voluntary use by the Insured of weapons of war or arms of which the possession is forbidden;
- attributable to thermal, mechanical, radioactive and other effects resulting from any change in the atomic structure of material;
- attributable to the artificial acceleration of atom particles;
- attributable to radio-isotope radiation;
- that take place during the flight of a plane, a helicopter or any other aircraft, in the event that the Insured is a member of the crew or during the flight carries out a professional activity or any other activity connected with the flight;
- that take place while the Insured is practising any form of air sports whatsoever (micro-light, hang-gliding, parachute jumping, para-gliding, etc.);
- resulting from a professional sport practised by the Insured;
- of which the Insured is the victim while, at the time of the accident, he is using an aircraft and this vehicle is not used within the framework of the operation of a public transport company for passengers.

Art. 4 - COST OF TREATMENT

SCOPE OF THE BENEFIT:

The Company refunds to the Insured, up to the amount stipulated in the Particular Conditions, the essential treatment costs which are the direct result of an accident or sickness during a trip.

Cost of treatment is defined as medical costs and the costs for medicine, surgery or hospitalization during the period of residence abroad insofar as the treatment is prescribed or imposed by a physician.

In the case of persons who are covered for the same risk by social security or by any other care organizations, the insured benefits shall only be paid as a supplement.

A deductible of 75,00 EUR per person per year shall be applicable for the treatment costs resulting from any sickness.

Remark: any claim includes all the costs connected with the same sickness.

Any dental costs shall only be covered if they are the direct result of an accident and for an amount not exceeding 800,00 EUR.

The expenses of prostheses are covered to the amount of maximum 2.500 EUR. The expenses due to the abortion, the miscarriage, the childbirth and their complications, as well as the diseases of the genitals are covered to the amount of 2.500 EUR.

In the case of accidents and sicknesses abroad, this cover shall be limited to the costs incurred abroad throughout the duration of the trip, it being noted, however, that treatment may be extended beyond the anticipated period of the trip if, for medical reasons, the Insured has to remain abroad.

In the case of the latter, cover shall apply until the day the Insured returns to Belgium.

The Company covers in addition to the expenditure incurred in the event of disease and of accident abroad, the expenses that result from this in Belgium. However, this extension of guarantee will be acquired only in so far as one doctor of the place of residence abroad, wrote a medical certificate describing the wound or the symptoms and mentioning the need for a medical follow-up in Belgium. However, this intervention is limited to the 6 months maximum period following the return to Belgium. The guaranteed allowances will come, if it is necessary, in complement from refunding whose Insured could profit for the same risk from the Social security or any other health insurance.

EXCLUSIONS

A. Common exclusions relating to accidents and sicknesses.

Shall not be covered by the present contract and can therefore not be liable for the payment of any compensation or for any intervention whatsoever by the Company accidents and sicknesses, as well as any consequences arising therefrom;

- due to the influence of alcoholic drinks except if it has been demonstrated that the insured at the moment of the accident had an alcohol percentage in his blood lower than the percentage authorized by the legislation of the country where the accident happened, unless he can prove there is no causal link between the accident and its state under influence of alcoholic drinks;
- caused by the influence of the use of drugs, stimulating products or alike medicines except if it is established that the use of these medicines is conform to a doctor's prescription and that the insured has followed the notice of this prescription, unless he can prove to show there is no causal link between the accident and his state under influence of these drugs, stimulating products or alike medicines ;
- caused by a deliberate act on the part of the Insured or the beneficiary according to the policy, such as suicide or attempted suicide, through participation in criminal acts, offences or misdemeanours;
- caused by civil wars or civil insurrections and riots, international military conflicts or military insurrections and riots;

Nonetheless, the Insured will continue to be covered by the insurance policy for 14 days following the start of the hostilities in the event that he is taken by surprise in another country by such events;

- resulting from the voluntary use by the Insured of weapons of war or arms of which the possession is forbidden;
- attributable to thermal, mechanical, radioactive and other effects resulting from any change in the atomic structure of material;
- attributable to the artificial acceleration of atom particles;
- attributable to radio-isotope radiation;
- that take place during the flight of a plane, a helicopter or any other aircraft, in the event that the Insured is a member of the crew or during the flight carries out a professional activity or any other activity connected with the flight;
- that take place while the Insured is practising any form of air sports whatsoever (micro-light, hang-gliding, parachute jumping, para-gliding, etc.);
- resulting from a professional sport practised by the Insured;
- of which the Insured is the victim while, at the time of the accident, he is using an aircraft and this vehicle is not used within the framework of the operation of a public transport company for passengers.
- attributable to the infecting of the organism of the Insured by the Acquired Immune Deficiency Syndrome (the AIDS virus), regardless of the consequences, whether it be a seropositive condition, any abnormal pathological condition, a sickness, any form of accident or death.

B. Exclusions relating to sickness.

Shall not be covered by the present contract and can therefore not be liable to the payment of any compensation or of any intervention whatsoever by the Company accidents and sicknesses, as well as any consequences arising therefrom:

- any medical care relative to diseases and/or lesions undergone following an accident whose situation did not prove to be stable for one 90 calendar days period preceding the starting date on a journey or for which medical or paramedical care were organized or adapted for the same period;
- any treatments and medicine that have not been scientifically tested and approved;
- the costs for breaking of spectacles frames and glasses, lenses;
- any aesthetic care and treatment, orthopaedic devices, care and treatment connected with a congenital defect;
- dental care and treatment;
- the pregnancy preexisting to the beginning of the insurance contract;
- mental or nervous sicknesses, neuroses, psychoses, stress disorders or epileptic fits;
- all cures, regardless of the cause or the nature thereof;
- periods spent in a psychiatric institution or in a psychiatric ward of a hospital, a rest home or a convalescent home;
- professional diseases for which compensation is paid under the terms of the legislation applicable to professional diseases.

Art. 5 – LUGGAGE/HOUSEHOLD EFFECTS

1. Subject

The object of this section is to cover the insured for the damage occurring to:

- luggage, during the journey from and to the foreign country and during the stay abroad, up to the amount stipulated in the insurance certificate;
- household effects, during the stay abroad, up to the amount stipulated in the insurance certificate.

Under "journey", it should be understood the way between the usual place of residence and the place abroad where the insured will have his/her residence.

The following risks are covered:

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

2. Insured goods

Are insured, luggage, travel documents and household effects belonging to the insured.

Under "luggage" should be understood the objects which the insured has taken along for personal use and which, during the period of validity of the contract, have been dispatched before or after to the destination abroad, as well as the goods which the insured buys for his own use during the period of validity of the contract for a maximum sum of 250,00 EUR.

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

Under "household effects" should be understood all movable goods belonging to or under the responsibility of the insured which normally fall into the notion of household effects and which, during the period of validity of the contract, are located at the address of residence abroad.

3. Exclusions

Besides the exclusions relating to the benefits under preceding sections, are also excluded from the coverage on the basis of the present contract:

- loose natural pearls and precious stones;
- vessels (with the exception of sailboards), aircraft (including delta-plan and gliding equipment), motor vehicles (including motor-bikes), camping cars and other vehicles (with the exception of bicycles) as well as the accessories thereof, parts and attachments (including tents);
- damage caused by wear and tear, depreciation, own fault, own deterioration and slow acting atmospheric influences;
- damage caused by insects, worms, maggots, rodents or by any parasite, as well as the damage which is the consequence of any cleaning, repair or restoration method;
- prejudices which are directly or indirectly the consequence of the seizure, forfeiture or confiscation by the customs or the 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, with the exception of piracy;
- prejudices occurring during strikes, insurrection, civil disturbance, hostilities or acts of war (even if not declared), unless the insured proves that there is not the slightest causal link between the prejudice and the events described;
- bumps, scratches, stains and other deterioration, unless the damaged object has thereby become unfit for the use for which it was intended, electric or mechanical damage, the breaking of clocks, china, mirrors, works of sculpture, objects of art, paintings, musical instruments and other breakable objects, unless this damage was the consequence of fire, theft or of an accident of the means of transport used, with the exception of what is specified under "2. Insured Goods" above;
- collections (such as postage stamps, coins, and the like);
- papers of value, including money, of any nature, manuscripts, autographs and concepts;
- instruments, with the exception of what is specified under "4; Damage compensation" of the present section;
- prejudice which consists solely of damage to recording

appliances, video and audio heads of audio and video appliances;

- animals;
- prejudices when the insured has not taken normal care to prevent the loss, theft or damage of the insured goods. "Normal care" has not been exercised when video, computer, photographic, film and sound and telecommunications appliances, ornaments, clocks, fur and other valuable objects are left unattended otherwise than in an appropriate locked space (by which is not understood in a means of transport).

For the all goods (inclusive video, computer, photographic, film and sound and telecommunications appliances, ornaments, clocks, fur and other valuable objects), this applies when they are left in a means of transport, the right for compensation exists solely:

- a. the goods are placed in an appropriate locked compartment and moreover, these goods are not visible from the outside;
- b. all measures have been taken to avoid damage when these goods are in a means of transport which does not have an appropriate lockable compartment.

In relation with the preceding points a. and b., they are applicable when all that could be expected from the insured has been done and no safer measures could reasonably have been taken.

4. Damage compensation

Without prejudice to the restrictions mentioned in the present section, the following values will be used as the basis for the calculation of the compensation:

- Travel documents: the amount necessary for obtaining the documents in question;
- Luggage and household effects:
 - their value when new for objects not older than one year;
 - as from the second year following the purchase, application of an outdatedness of 10 % per annum.

By value when new, it should be understood, the amount necessary 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 of the prejudice.

Compensation will be made following the "first risk" principle, thus without application of the proportionate rule. For objects that cannot be replaced by new ones of the same type and quality, the indemnity will be calculated from the market value, i.e. the market price for the sale of the objects in the state the objects were in immediately before the damage.

If damaged or lost objects are reasonably susceptible of being repaired and/or can be replaced, the Company has the right to have these objects repaired and/or replaced.

In case the objects insured by the contract make part of a pair or of a set, such as cufflinks, earrings, and the like, and they are insured for their value as a whole, the value of each object is calculated by dividing the total value by the number of objects which the pair or the set consist of.

In case of loss, destruction, theft or damage, the Company compensates the prejudice on the basis of that value and without taking into account the loss in value, which the pair or the set undergoes by no longer being complete.

Without prejudice to the restrictions mentioned in the present section of the contract, the following objects are also covered, as well as limited to the following maximums, per claim:

- travel documents: 1500,00 EUR;
- sailboards and bicycles: 250,00 EUR per object, including attachments;
- tools for cars, bicycles and motorcycles, snow chains, battery operated car sound and emission appliances (not mounted in a fixed way), music cassettes, compact disks, together with spare parts (under which should only be understood the V-belt (transmission belt), spark plugs, spark plug leads, distributor heads, contact points (below the spark plug) and lamp bulbs): 150,00 EUR;

- dentures: exclusively covered for the costs of replacement or repair if no compensation is due under Sections 3 and/or 4: 250,00 EUR;
- replacement of clothing and toilet items: this coverage consists of a reimbursement of the costs up to a maximum of 75,00 EUR, which the insured has spent for the urgent purchase of essential and necessary clothing and toilet items if the registered luggage is not delivered to him/her within 24 hours after arriving at destination in the foreign country;
- The coverage is awarded to the insured when the trip is undertaken on board a charter flight or a scheduled aircraft operated by an airline company under the following conditions:
 - the airline company must be in possession of certificates, licenses or authorizations which are necessary for exploiting charter flights and scheduled flights, issued by the competent authorities of the country where the aircraft is registered;
 - the departure times, connections and destinations are stated on the ticket of the insured.
- photographic, film, video, sound and computer appliances including attachments: 500,00 EUR;
- ornaments: 150,00 EUR, by which should be understood, objects which are manufactured to be worn on or about the body and which are made wholly or partially of (precious) metal, stone, mineral, ivory, (red)coral or other similar materials, also pearls, with exception of clocks;
- clocks including wrist watches and chains: 150,00 EUR;
- (sun) spectacles (including lenses) and contact lenses: 150,00 EUR;
- (mobile)telecommunications appliances: 150,00 EUR ;
- goods, samples and collections of commercial representatives: 1.500 EUR.

For the remaining household effects, a coverage insures against the following dangers: fire and explosion (also as a consequence of own fault), lightning strike, induction and overloading as a result of lightning, aircraft, storm, rainfall, water, steam and oil, theft or attempted theft by house breaking, robbery and blackmail, collision, scorching, melting, charring and overheating, smoke and soot, as well as damage by glass splinters in case of broken glass. For damage by theft or attempted theft without house breaking, a franchise of 125,00 EUR for each prejudice will be applied.

5. Deductible

A deductible of 100 EUR per claim will be applied.

Art. 6 - DELAY IN THE DELIVERY OF LUGGAGE

The Company refunds the costs which the Insured has incurred for the urgent purchase of essential and necessary items of clothing and toiletries in the event that the registered luggage is not handed over to him within 8 hours following his arrival at the destination of the scheduled flight or other public transport.

This intervention may never exceed 375,00 EUR.

This benefit is applicable for registered luggage given to a transport company within a transport contract.

Art. 7 - ACE SERVICE LINE (tel: +32 2 541 91 32)

1. General travel information

ACE service line gives all the information regarding:

- visas and administrative formalities to be met before and during the journey, for persons and vehicles;
- compulsory and recommended vaccinations;
- health precautions and medical safety measures depending on the country to be visited;
- compulsory formalities for domestic animals that the insured wants to take with him/her;
- customs' regulations for private use;

- details of foreign consular and tourist representations in the European Union;
- climate and clothing to be taken;
- public holidays, time difference;
- journey conditions: methods of transport (air, sea, land), itineraries.

2. Additional information

- ACE service line gives information regarding hotels and restaurants (prices, addresses, search for specialist restaurants) for the following countries: Andorra, Austria, Belgium, Belarus, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France except for overseas territories, Germany, Gibraltar, Great Britain, Greece and Islands, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Norway, The Netherlands, Poland, Portugal except for the islands, Rumania, Russia (Federation of) (European part), San Marino, Slovakia, Slovenia, Spain except for the Canaries, Sweden, Switzerland, Turkey (European part), Ukraine, Vatican, Yugoslavia (Federal Republic).

3. Business information

ACE service line gives information regarding:

- conferences, fairs and shows worldwide;
- hotels equipped for businessmen (seminars, organising meetings,...);
- chambers of commerce and governmental bodies;
- practical information: foreign currency, public holidays, time difference;
- "Business Centers" (secretarial staff, copier, translation) accessible in big capital cities;
- car rental (including prestige cars);
- cultural events in the main capital cities of the European Union (concert, show, theatre...).

4. Ticketing and reservation of hotels, shows and concerts

As part of these trips, ACE service line does not limit itself to giving you information regarding the departure and arrival times of transport companies, but can also deal with aircraft or train tickets and can send them to you or make them available to you. Also, ACE service line can, for a private and/or business trip, reserve a hotel, and/or a rental car for you.

ACE service line does not limit itself to giving you information regarding concerts and shows, but also deals with the reservation of tickets.

Art. 8 – PSYCHOLOGICAL HELP

In case of death of the insured, in case of permanent disability or in case of aggression, terrorism with physical injury, due to a covered fact, the Company reimburses the first five consultations with a psychologist per event, whatever is the number of the beneficiaries. This reimbursement is made :

- in case of death of the insured, to his ascendants or descendants at the first degree ;
- to the insured in the other cases.

Art. 9 - FAMILY HELP

If an insured is hospitalised during more than 3 days, due to an insured fact, we pay during the hospitalisation or the following week :

the first costs for a family help chosen by the insured, at his domicile, with a maximum of EUR 150,00.

This expense has to be justified and an hospitalisation document have to be submitted to the company.

Art. 10 - CIVIL LIABILITY

The Company insures the civil, extra-contractual liability that may concern Insured under the terms of the Belgian or foreign legislation, of the lawful texts or jurisprudence in force for the damage caused with thirds during a professional mission or

during a leisure travel abroad. The Company pays the indemnities envisaged in the Particular Conditions for physical and material damages. Any damage coming from the same cause or a series of identical causes will be regarded as one event. For the material damages and the physical damages a deductible of 125 EUR by event and person will be deducted from the indemnity.

EXCLUSIONS:

- 1) non-material damage;
- 2) the liability for intentionally caused damage;
- 3) damage caused by the Insured during the use of cars or engine machines or any other machine of ground, maritime or air transport;
- 4) damage caused by animals belonging to Insured or whose Insured or of the people for which it is civilly responsible have the property, control or the guard;
- 5) damage caused to Insured, ascending or descending or people cohabiting with the Insured;
- 6) damage caused by the Insured or the practice of dangerous sports such as the alpinism, speleology, boxing, the sports of combat, parachuting, delta-plane, deep-sea diving as the participation and the training for contests and competitions and damage caused by a strike, a lockout, a riot, an act of terrorism or sabotage, acts of violence with or without collective inspiration (political, social, ideological and different) accompanied or not by rebellion against the authority;
- 7) damage caused by a war, a civil war and fact of comparable nature;
- 8) damage caused with goods or buildings whose Insured is owner, tenant, occupant, guard or borrower;
- 9) material damages caused to personal effects of value or collection;
- 10) damage caused by the Insured in a state of inebriety, under the influence of narcotics or drugs, with or without medical prescription;
- 11) material damages caused by fire, explosion or smoke and damage of water;
- 12) damage caused by the Insured at the time of the exercise of their professional or commercial occupations;
- 13) damage caused by any fact or succession of facts with the same origin, since this fact or these facts or certain caused damage come or result from radioactive properties or toxic or explosive properties or other dangerous properties of nuclear combustibles or radioactive products or radioactive waste, as well as the damage resulting directly or indirectly from any source of ionizing radiations and from ground, water or air pollution;
- 14) damage caused to Insured following a late, defective execution or non-fulfillment of the contractual obligations;
- 15) recoverable damage on any other contract covering the civil liability for Assured and the damage caused by the practice by the Insured of an activity subjected to an obligation of insurance according to the legislation of the country where the damage occurs;
- 16) legal penalties, penalties following to compromise, administrative penalties or economic penalties, damage of punitive or dissuasive nature (such as "punitive damages" or "exemplary damages" of certain foreign law), as well as the legal expenses of prosecutions;
- 17) damage caused by the practice of hunting and game or venison.

Art. 11 - ACE ASSISTANCE - ASSISTANCE TO PERSONS (Tel. 32 2 541 91 31 – Fax : 32 2 533.77.75)

A) Obligations
The assistance benefits stipulated in this article are insured by ACE European Group Ltd. The organization and the execution of these services have been entrusted to Europe Assistance (Belgium) S.A., Bd du Triomphe 172, 1160 Brussels.

B) Services
1. REPATRIATION OR MEDICAL TRANSPORT OF THE SICK OR INJURED INSURED

In the event that, as a result of a sickness or an accident occurring outside Belgium, the condition of the Insured necessitates a transfer for additional medical care or for specific examinations which cannot be carried out on site, the Company organizes and bears the cost of the following:

either immediate repatriation to one of the following host countries: Metropolitan France, Germany, Austria, Belgium, Denmark, Spain, Great Britain, Ireland, Italy, Luxembourg, Netherlands, Switzerland, Portugal, Andorra and Monaco, in the event that a suitable healthcare centre cannot be found in the immediate vicinity and if the necessary care can be postponed;

- or transportation to a local care centre or to a neighbouring country where the necessary care can be provided, and in the second instance, repatriation to a host country (see above) insofar as this is warranted by the state of health at that time. Depending on the severity of the case, the repatriation or the transportation, where necessary, is carried out under medical supervision to the most suitable hospital with the most suitable resources;
- or with a special medical plane;
- or by scheduled flight, train, sleeper train, ship or ambulance;

For distant countries:

- either by scheduled flight, where necessary with special equipment;
- or by a special medical plane (or any other means) to the neighbouring country where the necessary care can be provided.

In a second phase, if his state of health permits, the sick or injured Insured is repatriated by scheduled flight to a host country (see above).

If on arrival hospitalization is not necessary, transport will be provided to his place of residence.

If the Insured is admitted to a hospital that is far from his place of residence, the Company, insofar as his state of health permits, organizes and bears the cost of the transportation of the Insured from this hospital to his place of residence.

The Company shall under no circumstances take the place of the local first aid organization and shall not bear the corresponding costs, with the exception of the transport costs by ambulance or taxi to the nearest place where the necessary care can be provided, in the event of benign infections or minor injuries not necessitating repatriation or medical transport.

THE CONDITIONS APPLICABLE TO INTERVENTIONS CONNECTED WITH A MEDICAL ACT

In any case, any decision and the arrangements with regard to repatriation or transfer to a suitable health centre fall within the exclusive competence of the physician of ACE ASSISTANCE, following consultation with the treating physician on site and, as required, with the family of the Insured.

THE FOLLOWING ARE NOT ELIGIBLE FOR INTERVENTION OR ARE NOT PAID BY THE COMPANY:

Cases of pregnancy, with the exception of unforeseen complications, any disorders that are still being treated and have not yet been consolidated, any recurrence of preexisting sicknesses and which involve a significant increase in the risk and of which the Insured was aware at the time of his departure, the consequences of the intake of medicines, drugs and alcohol, any voluntary intervention for personal reasons abroad.

2. REPATRIATION OR THE TRANSPORTATION OF THE BODY OF THE INSURED

The Company organizes and bears the cost of transportation of the body of the Insured from the place of the placing in the coffin in Belgium or abroad to the place of burial. The Company bears the additional costs required for the transportation of the body including the cost of a coffin (a plain model) for the purpose of transportation.

The ceremonial costs, the accessory costs, the costs of the burial or cremation shall be borne by the family.

In the event that these costs are paid in advance by ACE ASSISTANCE or by the Company, the Policyholder, the beneficiary or his legal heirs undertake to refund such costs upon receipt of the refund request issued by ACE ASSISTANCE or by the Company.

In the event that a provisional or definitive burial must be carried out on site for administrative purposes, the Company shall be responsible for the organization and the cost of the return trip by maximum two members of the family (spouse or partner, child or parent, brother or sister), insofar as there are no members of the family on site.

The Company supplies a First Class train ticket or an Economy Class airline ticket to allow these members of the family to travel from their home to the place of burial.

The Company will thus organize the stay in the hotel of maximum two members of the family who have to travel to the place of burial, and will bear the expenses actually incurred (with the exception of food costs), up to a maximum of 37,50 EUR per day per person.

The intervention of the Company in the hotel costs shall not exceed 250,00 EUR per person.

3. SENDING OF A SUBSTITUTE (only during business trips or professional detachments)

In the event that the Insured dies as a result of a sickness or an accident covered by the present contract or assuming that the Insured must be transported or repatriated in accordance with the above point 1, the Company provides the Policyholder with an Economy Class airline ticket or a First Class train ticket that is only valid to enable the Policyholder to send a designated person to replace the deceased or disabled Insured.

The entitlement to a ticket remains valid insofar as the transport takes place within the month following the death or the disability of the person to be replaced.

4. LEGAL ASSISTANCE ABROAD

4.1 Advance payment of bail

In the event that the Insured, following a road accident, is obliged by the authorities of the country in which he is residing to stand bail, the Company shall pay an advance payment of 12.500,00 EUR.

This advance payment shall be refunded within a period of 3 months at the request of the Company.

In the event that within this period the authorities of the country in which the offense took place refund the bail to the Insured, the Insured shall immediately transfer this amount to the Company.

4.2 Payment of legal costs abroad

In the event that as a result of a traffic accident the Insured is taken to court abroad, the Company will bear the fees of the legal counsels and representatives on whose services the Insured has had to call, up to the sum of 2.500,00 EUR.

Notwithstanding article 2 of the present General Conditions, the legal assistance provided by the Company according to the following arrangement is not applicable in Belgium.

The support of the company can thus if required only be invoked if the Insured resides abroad.

5. SENDING OF MEDICATION ABROAD

If, as a result of an unforeseen occurrence, the Insured finds himself abroad without the medication which is essential for the continuation of on-going treatment and which he cannot obtain or obtain the equivalent of locally, the Company shall, on the basis of a prescription from the family physician or local physician, locate such medication and arrange for it to be sent to the Insured by whatever method it chooses.

The Company shall meet the cost of sending but not the purchase price, which must be reimbursed by the Insured or the Policyholder.

The Company may refuse to provide this service if it violates local legislation or medical ethics. The Company's medical adviser shall be entitled to request from the attending physician and/or the family physician or all such information as is of use for assessing the situation.

6. SEARCH AND RESCUE COSTS

Subject to not exceeding the amount set out in the Particular Conditions, cover shall be provided in respect of search and rescue costs where the Insured has disappeared or got lost, together with the necessary transport costs bearing in mind the Insured's situation following an accident or sickness covered under this policy.

"Transport costs" shall mean the costs directly linked to the use of the conveyance used by the rescuers from the moment of departure until arrival at the nearest hospital.

7. ASSISTANCE TO THE FAMILY MEMBERS ACCOMPANYING THE POLICYHOLDER

If an event above mentioned prevents the partner or the children accompanying the policy-holder to join their residence in Belgium, or if one of the insured must be repatriated for medical reason, the Company organizes and reimburses the costs of the return of the partner or the children, from the place of immobilization to their residence in Belgium. Moreover, if the above mentioned children have less than 16 years and if no other person can assume the guard of it, the Company organizes at its own expenses their accompaniment by a hostess or a person designated by the family and living in Belgium. If necessary, the Company deals with the expenses of hotel of the guide to the amount of 125.00 EUR including all taxes per day for a 2 days maximum.

8. EARLY RETURN IN CASE OF DEATH/MORTAL DANGER OF A RELATIVE

In case of death or a situation of mortal danger of a member of the family who is not traveling with the insured (partner, child, parent, brother, sister, grandparent or grandchild), ACE ASSISTANCE organizes and bears the cost of additional travel and accommodation costs of the insured, exclusively incurred in order to reach his/her usual place of residence. Moreover, are also insured, the additional travel and accommodation costs to the original destination, provided these costs are incurred during the period of validity of the contract.

C) Conditions of application

1. FINANCIAL OBLIGATION OF THE COMPANY

The organization by the Insured or by his relations of any of the aforementioned forms of assistance can only be

eligible for repayment if ACE ASSISTANCE was informed beforehand and gave its express agreement with regard to the means to be used, giving a file number by fax. The costs incurred will thus be refunded on the basis of the receipts within the limit to which the company has committed itself for the organizing of the service.

Only the additional costs, in addition to those which the Insured would normally have had to incur for his return to his home will be borne by the Company.

In the event that the Company has organized and borne these costs, the Policyholder, the Insured or his beneficiaries will be requested to submit the necessary applications to obtain repayment of the unused tickets and to refund this amount to the Company within a period of maximum 3 months.

In the event that the Company has agreed to change the contractually defined mode of transport or destination, its financial contribution may not be higher than the amount that was stipulated for the execution of the original procedure.

In the event that the cost of the hotel accommodation is borne, the Company will only cover the actual costs for the renting of a room, within the limits set out in art. 7 b) 2 of the General Conditions, with the exception of all other costs.

2. EXCLUSIONS

With the exception of the exclusions stipulated in the text of the present contract, the Company may only intervene within the limits of the agreement that have been stipulated by the local authorities.

The Company may under no circumstances take the place of the local first aid organizations or bear the additional costs relating thereto.

It shall under no circumstances be held liable for any nonfulfillment or inadequate execution of its obligations as a result of force majeure or events such as civil war or war with another country, revolution, popular uprising, insurrection, strike, attachment or constraint by the forces of law and order, official ban, piracy, explosion, nuclear or radioactive effects and climatological impediments.

The Company is under no obligation to intervene in the event of any voluntary infringement by the Insured of the laws in force in the country through which he is travelling.

Art. 12 - PROCEDURE TO BE FOLLOWED IN THE EVENT OF CLAIMS

The Policyholder, the Insured, the beneficiary or, in his absence, the legal heirs shall, in the event of any damage covered by the present contract:

- have any accident or sickness immediately confirmed by a physician;
 - in the event of a fatal accident, immediately inform the Company, by fax, by telegram or by telex as appropriate;
 - notify the Company in writing of the damage as soon as it occurs and at the latest within 14 days following the date of the accident or sickness. Nonetheless, the Company will not invoke this if this deadline is not respected insofar as the damage claim form was sent as quickly as was reasonably possible. The damage claim form must specify the place, date, time, cause and circumstances of the accident, as well as the identity of any witnesses; a medical certificate stating the nature of the injuries must be appended thereto;
- provide the Company with all the information and documents that it deems necessary;
- guarantee the Company and its representatives free access to the Insured;
- undergo an examination by physicians appointed by the Company;
- allow the treating physician to provide the physicians appointed by the Company with all the information requested

concerning not only injuries but also sicknesses and defects, whether present or past;

With regard to any benefit of compensation for damage, take all reasonable steps to prevent and limit the consequences of such damage.

In the event that any of the obligations summarized above are not complied with and the Company thereby incurs any loss, the Company is entitled to claim a reduction in its services up to the amount of the loss incurred.

The Company is entitled to reduce its cover in the event that these obligations are not complied with by deceitful means.

Furthermore, the Insured declares that he agrees, in the event of a fatal accident, to allow his treating physician to declare the cause of the death to the physicians appointed by the Company.

In order to have the benefit of all the assistance benefits, ACE ASSISTANCE must be immediately informed of any event that may give entitlement to an intervention:

by telephoning on number: 32 2 541.91.31

by fax on number: 32 2 533.77.75

giving the applicable GLOBAL HEALTH INSURANCE policy number and productcode, in order to receive a file number, which is required to take over the interventions.

Art. 13 - **RECOURSE WAIVER**

The Company waives on behalf of the Insured or his beneficiaries all recourse against third parties who caused the accident or who bear civil liability for the accident. Nonetheless, the Company reserves the right to claim redress in order to recover its expenses for processing costs and its expenses under the terms of the cover set out in articles 4, 5 of the present General Conditions.

Art. 14 - **COMBINING OF COMPENSATIONS**

The compensations which are due in the event of death or permanent invalidity may not be combined.

Art. 15 - **TERM OF LIMITATION**

The term of limitation for any legal claim arising out of this contract is three years.

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

The right to redress of the Company against the Insured expires after a period of three years starting from the date of the payment by the Company, subject to any deceit.

Art. 16 - **EFFECTIVE DATE OF THE INSURANCE POLICY**

The policy comes into force on the date stipulated in the Particular Conditions. The Insured, however, is only covered following the signing of the contract and payment of the first premium. The premium is payable in advance upon presentation of the receipt or the notification of the due date. It includes all duties, taxes and agreed costs.

Art. 17- **NON-PAYMENT OF THE PREMIUM**

In the event of non-payment of the premium, the Company sends to the Policyholder a formal reminder by registered letter.

In the event that the premium demanded is not paid in full within 15 days starting from the day following the sending by mail of the registered letter, the coverage is suspended, following the expiry of this period, ipso jure and without any further reminder.

The guarantee comes into force once again on the day following receipt of the full premium, plus any costs and interest.

In the event that the Company has suspended its obligation to provide cover, it may cancel the contract in the event that it has reserved this right in the formal reminder. In this case, the

cancellation comes into effect following the expiry of a period of 15 days starting from the first day of the suspension.

In the event that the Company has not reserved the possibility to cancel the contract in the formal reminder, the contract may only be cancelled by sending a further formal reminder, in accordance with the stipulations in the first paragraph of this article.

The suspension of cover shall not affect the right of the Company to demand any premiums falling due at a later date on condition that the Policyholder is issued with a formal reminder in accordance with the first paragraph.

However, this right is limited to the premiums for two consecutive years.

Art. 18 - **DURATION OF THE INSURANCE POLICY**

Unless otherwise agreed, this contract is concluded for the period of maximum one year. The contract will not automatically be renewed on the expiry date as a consequence of the very nature of this agreement.

Art. 19 - **DECLARATION OF THE RISK**

The Policyholder shall at the time of the signing of the contract notify the Company in detail of all circumstances known to him that may be considered as information likely to affect the assessment of the risk by the Company.

In the event that the Company is misled in its assessment of the risk through deliberate omissions or false declarations concerning the risk, the insurance policy shall be null and void. The premiums which have fallen due up to the time when the Company has taken cognizance thereof are due.

In the event that the omissions or false declarations were not made deliberately, the Company may, within a period of one month starting from the day on which it has taken cognizance of such omissions or false declarations:

propose to amend the contract with effect from the day on which the Company has taken cognizance of the omissions or false declarations. In the event that the proposed change to the contract is rejected by the Policyholder or if, following the expiry of the period of one month starting from the receipt of said proposal, it is not accepted, the Company may cancel the contract within 15 days; cancel the contract if it furnishes proof that it has never insured the risk.

Art. 20 - **CHANGE OF THE RISK**

The Policyholder shall without delay inform the Company of any significant and permanent change to the risk.

In the event that during the contractual period the risk is increased to such an extent that the Company would have insured the risk according to different conditions if this increased risk had existed at the time of the signing of the contract, it must, within a period of one month starting from the day on which it has taken cognizance of the increased risk, propose the modification to the contract with retroactive effect to the date of the start of the increased risk.

In the event that the Company furnishes proof that it would not under any circumstances have insured the increased risk, it is entitled to cancel the contract within a period of one month starting from the day on which it has taken cognizance of the increased risk.

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

In the event that a claim occurs and the Policyholder has not complied with the obligation set out in paragraph 1 of this article:

- a) the Company is under an obligation to provide the agreed service if the Policyholder cannot be held responsible for the failure to notify;
- b) the service to be provided by the Company is reduced in proportion to the difference between the paid-up premium and the premium that the Policyholder would have had to

pay if he had properly reported the risk, if the failure to notify can be attributed to the Policyholder.

However, in the event that the Company 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;

- c) in the event that the Policyholder has failed to comply with this obligation by deliberate deceit, the Company may reduce its cover.

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

Art. 21 - NOTIFICATION

The Policyholder undertakes to notify the Company immediately in the event of any change of address.

Otherwise, any notification or any message to be sent to the Policyholder will be sent to the last address known to the Company that can be considered as valid.

Art. 22 - LOSS OF RIGHT TO COMPENSATION

The Insured and the beneficiary forfeit all rights arising out of the policy and the Company will be able to claim the refund of all amounts due:

in the event that the Policyholder, the Insured or the beneficiary deliberately caused the accident or exacerbated the consequences thereof, whether directly or by refusing to follow or to have followed the prescribed medical treatment;

in the event that, following an accident or sickness, the Policyholder, the Insured or the beneficiary have deliberately supplied false, incomplete or forged information or have falsified any other documents or attestations following an accident.

In the event of loss of rights for any reason whatsoever, the premiums that have fallen due shall be payable to the Company. In the event that there are several beneficiaries, only those beneficiaries who following an accident or a sickness have not committed any of the infringements mentioned in the first paragraph of this article will continue to enjoy the rights arising out of this policy.

Art. 23 - NOTICE OF CANCELLATION

The contract can be cancelled by the Company by registered letter, by bailiff's writ or by sending a letter of cancellation with acknowledgement of receipt:

in the event of liquidation, bankruptcy, cessation of payment or legal settlement;

in the event of non-payment of the premium as set out in article 17 of the present General Conditions;

in the event that the actual activity resulting from the incorrect or incomplete declaration is different from the activity described, as stipulated in article 19 of the present General Conditions;

in the event of a significant and definitive change in the risk, as set out in article 21 of the present General Conditions;

following any declared accident, whether covered or not by the contract, but at the latest 30 days following the payment of the compensation or the refusal by the Company to pay the compensation.

In the event that the Policyholder, the Insured or the beneficiary has not complied with any of its obligations arising out of the accident with the aim of misleading the Company, the cancellation comes into effect at the time of the notification thereof.

Subject to the exceptions defined by law, the cancellation will first come into effect upon the expiry of a period of at least one month starting from the day following the notification or the date of the acknowledgement of receipt or, in the case of a registered letter, starting from the day following the day on which it is sent.

The contract can be cancelled by the Policyholder by registered letter, by bailiff's writ or by sending a letter of cancellation with acknowledgement of receipt:

following any declared accident, whether covered or not by the contract, but at the latest 30 days following the payment of the compensation or the refusal by the Company to pay the compensation.

Subject to the exceptions defined by law, the cancellation will first come into effect upon the expiry of a period of at least one month starting from the day following the notification or the date of the acknowledgement of receipt or, in the case of a registered letter, starting from the day following the day on which it is sent.

Art. 24 - USE OF LANGUAGE

In the places where, for this insurance, the conditions or an extract thereof are communicated in another language than the French language, the conditions in the French language take precedence.

Art. 25 - JURISDICTION

This policy is subject to Belgian law. All disputes shall fall under the exclusive jurisdiction of the Belgian courts.

INSURER

ACE European Group Limited
Avenue des Nerviens 9-31, 1040 Bruxelles.
Numéro d'entreprise : 867.068.548

Siège social : 100 Leadenhall Street, London EC3A 3BP, UK. Company Number: 1112892.

Entreprise agréée pour pratiquer les opérations d'assurances suivantes :
01a, 02, 03, 04, 05, 06, 07, 08, 09, 10a, 10b, 11, 12, 13, 14, 15, 16, 17, 18.

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