

## SIP - Student Insurance Program

### General conditions SIPO7/2005EN

#### GENERAL DEFINITIONS

Art 1 - For the purpose of this contract, the following declarations shall apply:

- a) ACE European Group Limited., insurance company authorized under code number CBFA 2312.
- b) POLICYHOLDER: the person who subscribes to the contract.
- c) INSURED: the student, the staff member or the scientific person, not more than 70 years old at the time the contract takes effect, who:
  - is of Belgian nationality, has his/her usual place of residence in Belgium and is making his/her way abroad;
  - is of foreign nationality, has his/her usual place of residence in Belgium and is making his/her way abroad;
  - is of foreign nationality, has his/her usual place of residence abroad and is making his/her way to Belgium, in order to follow a complete educational programme or complete training at post-secondary level, which represents his/her principal activity.
- d) BENEFICIARY: the person designated in these conditions and who is entitled by the Company to receive the compensation for damages due for a guaranteed accident.
- e) 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
  - poisonings and physical injuries resulting from accidental absorption of toxic or corrosive substances, with the exception however of poisoning caused by the use of stimulants in the broadest sense of the term;
  - suffocation resulting from the unforeseen occurrence of gases or noxious vapours, with the exception however of suffocation caused by the use of stimulants in the broadest sense of the term;
  - 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;
  - sprain, dislocation, torn muscle or tendon, caused by an accident and which causes an internal injury and of which the nature and the location can be medically established;
  - physical injuries resulting from assaults or attacks on the life of the Insured, unless it is proved that the insured actively participated in the activities of which he/she is the victim, whether as perpetrator or as instigator.
 Are not considered as accidents in the sense of this contract:
  - the introduction into the body of pathogenic germs by insect bite or sting such as malaria, typhus, plague, sleeping sickness;
  - the development and/or the appearance of any form of hernia in whatever way;
  - the contamination of the organism of the insured by the Acquired Immune Deficiency Syndrome (AIDS virus), whatever the consequences are.
- f) 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/she 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, with the exception of the exclusions stipulated in section 3;
  - (d) professional diseases for which compensation is paid under the terms of the legislation applicable to professional diseases;
  - (e) attributable to the infecting of the organism of the Insured by the Acquired Immune Deficiency Syndrome (the AIDS virus), regardless of the consequences;
  - (f) diseases for which the treatment can be postponed until the return of the insured to his/her usual place of residence.
- g) PHYSICIAN: physical person who is authorized by law to practice medicine by virtue of a recognized medical degree and who is inscribed in the Order of Physicians in Belgium; outside Belgium, the person in the country concerned who is authorized by law to practice medicine within the framework of a function similar to that exercised by a physician in Belgium.  
If the insured calls on the services of persons who are legally authorized to exercise dental medicine in the country where their services were called upon, these people are also considered as physicians.
- h) 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.

- i) MEDICINES: medicines which are only obtained with a prescription delivered by a physician, as described in point g) above.
- j) FOREIGN COUNTRY: any country with the exception of the country where the insured has his/her usual place of residence.
- k) SPOUSE: any physical person married to an Insured designated in the Particular Conditions or living with such person for at least 6 months from the inception date of the policy.
- l) THIRD PARTY: any other person who is not the insured.

#### MOTORCYCLES

Art 2 - Sums paid out under this policy 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.

#### SPORTS

Art 3 - Accidents resulting from the amateur practice or exercise of any sport are covered under this policy (costs of treatment as described in section 3 included), matches and competitions inclusive.

The following sports are always excluded:

- aerial sport of any type;
- sporting activities on the land or on water conducted with the aid of a motor-driven vehicle as well as the participation or the preparation to speed races, records and endurance tests;
- any boxing sports, rugby and horse races, except judo that is covered;
- climbing and mountaineering in general;
- practice of winter sports, ice-hockey inclusive, this exclusion shall not apply if the policy states that the additional premium due for this has been paid;
- speleology, this exclusion shall not apply if the policy states that the additional premium due for this has been paid;
- underwater sports with compressed air equipment, this exclusion shall not apply if the policy states that the additional premium due for this has been paid;
- 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.

#### MILITARY SERVICE

Art 4 - The guarantees of the contract are not applicable in case of claims occurred to the insured during military service or reserve call-up.

#### GEOGRAPHICAL LIMITS

Art 5 - The insurance granted by present contract is valid throughout the world.

#### BENEFITS

##### Art 6 - Section 1: Accidental death

In the event that the Insured dies within three years following an accident covered by the contract, 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 insurance certificate.

Any prior compensation or advance payment made due to permanent disability will be subtracted from the sum of the death insurance and payment will not exceed that sum, if death occurred because of the same accident.

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 public transport vehicle or the disappearance of an aircraft, a ship or a public 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.

##### Section 2: Permanent invalidity due to accident

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 the capital stipulated in the insurance certificate, 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.

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 section 1 and section 2

Following accidents are not covered by present contract:

- attributable to a physical or mental disorder of which the Insured is the victim while the contents of pure alcohol in his blood is similar or exceeds the limits stipulated by Belgian law or when he/she is under the influence of drugs or narcotic substances, unless he/she can prove that there is no causal link;
- caused by a deliberate act on the part of the Insured or the beneficiary according to the contract 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/she 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;
- of which the Insured is the victim while, at the time of the accident, he/she is using an aircraft and this vehicle is not used within the framework of the operation of a public transport company for passengers;
- as a consequence of or made possible by a state of sickness which the insured had at the time of the accident or by paralysis or stiffening, blindness, deafness, insanity, epilepsy, vertigo, diabetes, gout or any other physical disability, unless these were caused by a prior accident guaranteed by the present contract. If the consequences of an accident are aggravated by a state of sickness which the insured has, or by psychological disorder or physical malformation of the insured, the compensation will never be higher than that which would be paid under the present contract if the accident had occurred to a fully valid and healthy person;
- which are directly or indirectly linked to or caused by participating in or the fact of knowingly taking part in hi-jacking, strike, rebellion or terrorist action;
- as a consequence of activities performed by the insured, insofar as specific work or industrial risks are linked to these activities and insofar as these activities have no connection with the training course.

### Section 3: Costs of treatment following an accident or a sickness

The Company reimburses the insured for the costs of treatment which are really indispensable and which are the direct consequence of an accident or of a sickness. Herein is understood solely:

- the medical costs;
- the costs for medicines, for use during the period covered by the insurance. For a longer use, prior written approval should be obtained from the Company;
- hospital stay in a common room, or ward, during a maximum of 365 days and according to the tariffs established by the RIZIV (State institute for sickness and invalidity insurance) or its equivalent;
- surgical costs;
- costs for treatments and examinations;
- costs of the transport in ambulance to and from the place where the medical treatment is delivered in the country where the insured is present at the start of this transport. No allowance is paid for the costs of public transports such as train, tram and bus;
- as a consequence of an accident, described in Article 1 e), first prostheses which have become necessary;
- costs of pregnancy and child birth for mother and child, namely:
  - nursing, if and as long as the stay in an hospital is necessary;
  - the additional costs charged;
  - (poly)clinical specialised help;
  - the costs of the transport in ambulance, such as described above, insofar as these are medically necessary, i.e. when the necessity of nursing, examination or treatment is based on recognized medical and scientific considerations, and are prescribed or imposed by a physician.

Moreover, the Company reimburses the costs of a voluntary abortion in so far as this is medically necessary and is prescribed or imposed by a physician, as well as in consequence of a rape, if and in so far as the treatment is carried out in a hospital.

### Physiotherapy

The Company bears the costs for treatment by a physiotherapist, provided this treatment has been prescribed or imposed by a physician.

The compensation will be attributed in conformity with the tariffs established by the RIZIV or its equivalent, for a maximum of 12 visits/treatments over a period of maximum 12 months after the accident or the sickness.

Compensation for further treatment can only be considered if the Company has given its prior approval for it.

Are excluded:

- speech therapy lessons;
- work and occupational therapy;
- gymnastics during pregnancy and for the mother after the child birth;
- sports massage;
- costs linked to the rental or the purchase of apparatus.

### Psychotherapy

The Company bears the costs for the treatment by a psychiatrist or a psychologist, insofar as this treatment is prescribed or imposed by a physician.

The compensation will be paid in conformity with the tariffs established by the RIZIV or its equivalent, for a maximum of 9 consultations/treatments over a period of maximum 12 months after the accident or the sickness.

Compensation for further treatment can only be considered if the Company has given its prior approval for it.

### Section 4: Costs of urgent dental care

The Company reimburses the costs of dental treatment on the basis of acute medical necessity and up to the maximum amount stipulated in the insurance certificate, per claim.

The dental care costs incurred as a consequence of an accident occurring during the duration of

the present contract, are insured up to maximum the 365<sup>th</sup> day following the day of the accident.

Hereby is understood solely:

- the fees of dentists or physicians for dental treatment;
- the X-ray photos made in connection with this treatment, insofar as these are prescribed or imposed by a dentist or a physician;
- the medicines prescribed by a dentist;
- the repair or the replacement of a denture or of artificial elements of the denture.

### Exclusions relating to the benefits under section 3 and section 4:

Besides the exclusions relating to the benefits under Section 1 and Section 2, are also excluded from the coverage on the basis of the present contract:

- the costs which it was reasonable to expect, on the day the contract took effect or before, would be incurred during the period covered by the insurance;
- the introduction into the body of pathogenic germs by insect bite or sting such as malaria, typhus, plague, sleeping sickness;
- the development and/or the appearance of any form of hernia in whatever way;
- the costs incurred by admission into a hospital if and insofar as the treatment can be postponed with medical justification until after the return to the country where the insured has his/her usual place of residence;
- the costs for non-urgent dental care.

### Special obligations in case of admission to a hospital:

In case of admission to a hospital, it is necessary to telephone ACE ASSISTANCE before or, if that is not possible, within a week after the admission, so that the latter in agreement with the insured or with his/her representative, together with the treating physician and possibly also with the family physician, can take the measures which ensure best the interests of the insured involved.

### Section 5: Assistance to persons

(tel: +32 2 541.91.31 – fax: +32 2 533.77.75)

#### A. Obligations

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

#### B. Services

##### 1. Repatriation or medical transport of the insured

In the event that, as a result of a sickness or an accident occurring outside the country where the insured has his/her usual place of residence, the condition of the Insured necessitates a transfer for additional medical care or for specific examinations which cannot be carried out on site, ACE ASSISTANCE organizes and bears the cost of the following:

- Either immediate repatriation to the country where the insured has his/her usual place of residence, in the event that a suitable healthcare center cannot be found in the immediate vicinity and if the necessary care can be postponed;
- or transportation to a local care center or to a neighboring country where the necessary care can be provided, and in the second instance, repatriation to the country where the Insured has his/her usual place of residence 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 if necessary, is carried out under medical supervision to the most suitable hospital with the most suitable resources:

- either with a special medical plane;
- or by scheduled flight, train, sleeper train, ship or ambulance;

For distant countries:

- either by scheduled flight, if necessary with special equipment;
- or by a special medical plane (or any other means) to the neighboring 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 the country where the insured has his/her usual place of residence.

If on arrival in the country where the insured has his/her usual place of residence, the hospitalization seems not to be necessary, transportation will be provided to his/her home.

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

ACE ASSISTANCE shall under no circumstances take the place of the local first aid organization and shall not bear the corresponding costs.

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

##### 2. Repatriation or transportation of the mortal remains

In case of the death of an insured, ACE ASSISTANCE organizes the transportation of the mortal remains and bears following costs:

- either the costs incurred in agreement with ACE ASSISTANCE, in relation to the transportation of the mortal remains to the country where the insured had his/her usual place of residence, including the cost of the coffin (simple model) necessary for the transport;
- or the costs of the burial or the cremation on the spot as well as the travel costs from and to the country where the insured had his/her usual place of residence including costs of accommodation during maximum 3 days, of the family members (partner, child, parent, brother, sister, grandparent or grandchild) of the deceased insured and/or of those people who lived as a family with the deceased insured, up to the amount which would be allowed in case of transportation of the mortal remains to the country where the insured had his/her usual place of residence. The intervention of the Company is however limited to the maximum amount stipulated in the insurance

certificate.

### 3. Early return in case of the death of a relative

In case of death or a situation of mortal danger of a member of the family who is not travelling 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.

### 4. The dispatching of medicines abroad

ACE ASSISTANCE pays for the cost of dispatching medicines, artificial devices and aids which cannot be found on the spot or for which there is no usable alternative available and which are urgently needed following the prescription of a physician.

The purchase costs, insofar as they are not insured under Sections 3 or 4, and the possible return freight, remain at the charge of the insured, even if the articles sent are not collected. The cancellation of orders is not possible.

ACE ASSISTANCE can refuse to carry out this service if it is contrary to local regulation or to the Belgian medical code of ethics. The controlling physician of ACE ASSISTANCE has the right to ask the family physician or the physician treating the insured for all necessary information to assess the situation.

### 5. Search and rescue costs

Are covered, the costs of action undertaken by or under the auspices of an authorized body to search for, rescue, shelter and transport an insured back to civilization.

The provision of this service is only applicable in so far as the insured is travelling through the intermediary of an officially recognized organization and insofar as the destination of the trip was not strongly discouraged by the authorities.

### 6. Telecommunication costs

The Company bears the telecommunication costs, necessarily incurred because of a prejudice guaranteed by the present contract, in order to ACE ASSISTANCE. The telecommunication costs incurred, in relation to a prejudice guaranteed by the present contract to contact other people, are insured up to the maximum amount stipulated in the insurance certificate, per claim.

### 7. Travel assistance abroad

In case of unexpected and serious problems abroad as a consequence of the loss or the theft of travel documents, ACE ASSISTANCE will assist the insured by advising and intervening at embassies, consulates and other official bodies.

Under "travel documents" in relation with this section, it should be understood: passports, visas, travel tickets, cheques, bank or credit cards, driving licenses as well as documents in relation with vehicles such as insurance papers, registration documents, and the like.

If necessary, ACE ASSISTANCE pays for a replacement ticket for the insured. The possible costs of this ticket remain at the charge of the insured but can, with due observance of what is specified in Section 6, be recuperated from the Company.

If necessary and when possible ACE ASSISTANCE will perform the functions of interpreter.

### 8. Legal assistance abroad

When the private rights or interests of the insured are at risk, with the exception of prejudice as a consequence of the possession, the keeping or the use of a means of conveyance, the insured can claim a reimbursement of the costs incurred for legal assistance, without however exceeding the amount stipulated in the insurance certificate, per claim, and only in relation to:

- the recuperation of the material and immaterial prejudice undergone by the insured as a consequence of a physical injury received by him /her for which a third party is liable on the basis of a legal provision;
- the legal defense of the insured in case the insured as a private person is sued in court for his civil liability, under the laws of the country where he/she is, for prejudice inflicted to third parties or after involuntary infringement of local laws.

Are covered the costs for the necessary legal assistance or those incurred by ACE ASSISTANCE, 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. In the United States and Canada, the fees of the lawyer are not charged to the Company 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 ACE ASSISTANCE, the costs incurred by the insured for accommodation and travel following the tariffs in application for public transport (economy class).

The provision of this service is valid solely during the stay of the insured abroad.

On the request of the insured and provided there is sufficient guarantee, ACE ASSISTANCE will provide an advance for a maximum of 12.500,00 EUR for:

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

A similar advance or bail will be considered as a loan from the Company to the insured, which the latter will reimburse in totality as soon as the amount of the bail is paid back to him/her in case of the dropping of legal proceedings, a verdict of not guilty or otherwise within the 15 days after the date on which the competent tribunal has pronounced the judgement.

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

Besides the exclusions in relation with the benefits/allowances under preceding sections, are also excluded from coverage on the basis of the present contract:

- the cases in which the insured could reasonably foresee the need for legal assistance at the effective date of the contract;
- the cases in which the interest at stake amounts to 250,00 EUR or less;
- in case of malice, serious culpability or negligence on the part of the insured;
- the costs which are incurred without the prior approval of ACE ASSISTANCE;
- the costs which are linked to the calling in of a lawyer or an expert without the prior agreement of ACE ASSISTANCE;
- 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 ACE ASSISTANCE has communicated to the insured that further treatment of the case has no reasonable chance of success, the insured can no longer make any claim for coverage except for the settlement of the dispute as described hereafter.

### Settlement of the dispute

In case of difference of opinion between the insured and ACE ASSISTANCE on the result to be expected or on the way to handle the case, the insured can, after agreement with ACE ASSISTANCE to charge this to the Company's account, submit the case to a lawyer of his /her choice who is expert in the field in question; this has to be done as quickly as possible and in any case within one month after ACE ASSISTANCE has communicated to 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 ACE ASSISTANCE'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 already insured. If the case is already being handled by a lawyer and the insured loses confidence in him, then the insured can, at the Company's expense, transfer the case to another lawyer, insofar as ACE ASSISTANCE can reasonably share the point of view of the insured.

9. Are covered, up to the maximum amount stipulated in the insurance certificate, per claim, the costs incurred, with the permission of ACE ASSISTANCE, for the necessary visit and return travel, as well as for accommodation costs of a maximum of 2 members of the family (partner, child, parent, brother, sister, grandparent or grandchild) and/or of the people who live with the insured in a family relationship, to attend in a case of serious illness or mortal danger of the insured.

### C. Conditions of application

The implementation by the insured or by one of the persons in his family circle of one of the services described above can only give rise to reimbursement insofar as ACE ASSISTANCE 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 ACE ASSISTANCE has committed itself for the organization 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 usual place of residence, are taken in charge.

If the Company has organized the return trip of the insured and has borne the costs, the Policyholder, the insured and/or his/her beneficiaries are obliged to take the necessary measures to obtain reimbursement of the transport tickets which were not used and to reimburse the Company for that amount within a delay of 3 months maximum.

When the Company 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 Company only intervenes for the actual costs of renting a room, within the limits foreseen in the present conditions, excluding all other costs.

### D. Specifications

For transportation other than by public transport, prior approval has to be obtained when possible from ACE ASSISTANCE.

Economies, reimbursements, and the like, are subtracted from the allowance granted for costs incurred. A fixed 10 per cent reduction on the accommodation costs will be applied to take account of the savings made in normal living costs.

### E. Exclusions

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

- cases of pregnancy, except for the unforeseen complications, and in any case, the pregnancy after the sixth month;
- affections in course of treatment which are not yet consolidated at the effective date of the contract;
- each intervention when a trip is undertaken in order to undergo a (para) medical treatment;
- relapses of sicknesses which already existed and which imply a serious aggravation of the risk and which the insured was aware at the effective date of the contract or before;
- the consequences of the absorption of medicines, drugs and alcohol;
- any voluntary intervention abroad for personal reasons;
- costs which it was reasonable to expect, on the effective date of the contract or before, to be incurred during the period covered by the insurance.

Moreover, ACE ASSISTANCE may only intervene within the limits of the agreements, which were granted by the local authorities. It may in no case take the place of local organizations for the provision of first aid services, and therefore would not bear the inherent costs.

It cannot be held responsible for the faults or for the wrong execution of its obligations as a consequence of circumstances outside one's control such as civil wars or war with a foreign country, revolution, popular rebellion, insurrection, strike, sequestration or constraint by the police

and/or by the local authorities, official prohibition, piracy, detonation of explosives, nuclear or radioactive effects, climatic obstructions. ACE ASSISTANCE is not obliged to intervene for infractions which the insured commits voluntarily against the laws which are in force abroad.

## Section 6: 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, 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 for the purpose of the study, training or exchange.

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;
- goods, samples and collections of commercial representatives;
- 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 remaining goods, 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;
  - the actual value for objects older than one year.

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 of 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: 150,00 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.

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.

## Section 7: Civil liability in private life (hirer's liability also insured)

### A. Scope of the guarantees

#### 1. General scope of the guarantees

In accordance with the Royal Decree of 12 January 1984, the Company guarantees the insured person for the amounts indicated on the insurance certificate against the financial consequences resulting from the civil liability not encompassed in the contract which are incumbent on him/her under Articles 1382 to 1386bis of the Civil Code or of any similar legal prescriptions abroad, for the damage caused to third parties in his/her private life.

By damage, it should be understood: bodily injury or property damage as well as moral damage such as redundancy, loss of profit deprivation of use or enjoyment, on condition that it arises from corporal or material damage covered.

b) Abnormal troubles of the neighborhood: claims of third people based on article 544 of Civil Code or, in a foreign country, based on similar law, due to abnormal troubles of the neighborhood, are covered by the basic cover if the damages are caused by an abnormal event involuntary and unforeseen for the Insured. All other damages qualified as troubles of the neighborhood are excluded.

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

The cover for abnormal troubles of the neighborhood is given with a maximum insured capital mentioned in the special conditions, maximum that cannot exceed 743,680,57 EUR per claim per insurance year. Immaterial damages not due to physical damages or material damages are excluded.

Insurance year: either period between two year renewals or period between the beginning of the contract and the first year renewal or period between the last year renewal and the end of the contract.

## 2. Extent of the guarantees in time

The guarantee covers the damage that has taken place during the period of validity of the contract and extends as far as to encompass claims that are introduced after the end of this contract.

## 3. Specific scope of stipulated risks

- a. Is insured the damage caused by the insured person and for which he/she is personally liable;
- b. Real estate and its contents:
  1. Is insured the damage, apart from that mentioned in Point II hereafter, for which the insured person is liable and caused by:
    1. The building or the part of the building occupied by the insured person for a temporary stay;
    2. The gardens, whether or not bordering on the above mentioned building insofar as their surface does not exceed 1 hectare;
    3. Insofar as these are part of the above mentioned buildings or are situated in the above mentioned gardens: the plantations, the outbuildings and premises, the pathways and the fences, as well as all movable goods fastened by means of permanent attachments, such as antennas;
    4. The part of the building occupied by the insured person in a hotel or in a similar lodging house during a temporary or occasional stay for private as well as for professional purposes;
    5. A part of the building temporarily occupied by the insured person for private purposes in a hospital, rehabilitation center or care establishment;
    6. The part of the building which does not belong to the insured person but which is temporarily used by the insured person at the occasion of a family celebration or a meeting;
    7. The contents of the real estate mentioned in Points I to 6 above.
  - II. If the insured person is liable for it, is insured:
    1. The damage caused by the effects of water originating in or transmitted by real estate or its content mentioned in Point I above;
    2. The bodily injury caused by fire, by a conflagration, by an explosion or by smoke arising from fire or a conflagration, originating in or transmitted by the real estate or its content mentioned in Point I above;
    3. The property damage caused by fire, by a conflagration, by an explosion or by smoke arising from fire or a conflagration, originating in or transmitted by the real estate mentioned in Point I, 2, 4, 5 and 6 above;
    4. The property damage caused by the effect of water, by fire, by a conflagration, by an explosion or by smoke arising from fire or a conflagration, to the real estate mentioned in Points I, I and I, 4 above and its contents that do not belong to an insured person.
- c. Means of transport and travel
  1. Is insured the damage for which the insured person is liable and caused in the course of his/her private travel, among others as: owner, holder or user of bicycles and other cycles without engine, passenger of a vehicle of whatever type (with the exception of the cases for which liability is covered by a compulsory of civil liability insurance for motor vehicles); pedestrian;
  2. Is insured the damage caused by the insured person who, without the knowledge of his/her parents, of the persons who have him/her under their supervision and of the owner or the holder of the vehicle, drives a motor vehicle or a vehicle on rails or sets it into motion before he/she has reached the legally required age for doing so. The damage caused to the motor vehicle or to the vehicle on rails, which belongs to a third party, is also compensated;
  3. Is nevertheless excluded:
    - The damage caused by the use of aircraft which belong to the insured person or have been taken on rental or are used by him/her;
    - The damage caused by the use of sailing boats of more than 200 kg and of motor boats which belong to the insured person or are taken on rental or used by him/her.

## 4. General exclusions

Without prejudice to the exclusions which are specific to the particular risks stipulated in Point A.3., is excluded:

- The damage which falls under the extra-contractual civil liability subject to a legally compulsory insurance, without prejudicing to what has been determined in Point A.3.c.2.;
- The damage caused by the practice of hunting activities as well as the damage to wild animals;
- The damage for which the insured person is liable in his/her quality of leader, designated person or organizer of youth movements and the like, as a consequence of the actions of persons for whom he/she is answerable;
- The damage resulting from an intentional act by the insured person or resulting from the extra-contractual personal civil liability of the insured person who has reached the age of 16 years and which arises from:
  - a situation where the alcohol content in the blood of the insured person reaches or exceeds the limit set by Belgian 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 relation to damage to the part of the building occupied in a hotel or a similar lodging house;
- The damage caused by horses whether harnessed or not, belonging to the insured person;
- The damage caused by lands and by gardens not included in the guarantee of the

present contract

- 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.

## B. Cases of damage

### 1. Obligations of the insured person in case of damage

The insured person shall be obliged to:

- a. Transmit all documents necessary for the administration and all judicial and extra-judicial instruments concerning the damage to the Company immediately after their notification, legal notice or handing over to the insured person;
- b. 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 Company for any damage suffered by the company.

### 2. Conduct of the dispute

From the moment the Company 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 company coincide with those of the insured person, the company has the right to conduct all the negotiations with the injured party and the civil lawsuit. The company can make amends for the injury if there are any grounds for doing so.

These interventions of the Company do not imply any recognition of liability on the part of the insured person and they must not cause him/her any prejudice.

The Company pays for the costs of the civil defense of the insured person.

The final damage compensation or the refusal to compensate shall be communicated to the insured person as quickly as possible.

### 3. Intervention in the administration of justice:

- a. A sentence can only be objected to the Company, 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 Company if it is established that the Company itself in fact took control of the conduct of the lawsuit.
- b. When the lawsuit is introduced against the insured person by the criminal court, the Company can be implicated in the case by the injured party or by the insured person and the Company 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 Company can put forward against the insured person or the insurance taker.
- c. The Company 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 Company alone.
- d. The Company 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 Company in the lawsuit that has been brought against him/her by the injured party.
- e. The insurance taker, who is not the insured person, can voluntarily intervene or be called in the lawsuit which has been brought against the Company or against the insured person.

### 4. Personal right of the injured party

The injured party has a personal right against the Company. The compensation for damages owed by the Company is due to the injured party or to his beneficiaries, to the exclusion of the other creditors of the insured person.

### 5. Opposability of the demurrers, nullity and abandonment of right

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

### 6. Payment of compensation for damages – exemption

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

The Company pays for the interests on the principal due for compensation, the costs relating to civil proceedings, as well as the fees and expenses of the lawyers and the experts, even if they are above the insured sums, but only in so far as these costs have been made by itself or with its consent or, in case of a conflict of interest which cannot be imputed to the insured person, in so far as these costs have not been incurred unreasonably.

An exemption which is not insured and not redeemable and which amounts to 125.00 EUR per case of material damage is subtracted from the amount of the compensation for the damage.

## Section 8: Cancellation costs (only for insured traveling from Belgium)

This chapter is solely applicable insofar as this appears from the note made on the certificate and if a premium has been calculated for it.

### A. SCOPE OF THE COVER

In the case of cancellation, delay to departure and/or discontinuation of the study trip/traineeship, the Company shall pay compensation to the insured up to a maximum amount as set forth on the certificate, bearing the following in mind:

#### 1. Cancellation

The Company shall make payment in the case of cancellation up to and including the date of commencement of the insurance or the day of departure in accordance with the manner in which the educational institution/officer of the traineeship would normally require were no insurance to exist, which payment shall defray cancellation costs comprising the paid course fee, attendance and registration fees, the pre-paid travel and accommodation costs, pre-paid rent for housing and/or transfer costs when changing apartments. Restitutions received as well as any revenue

which comes about due to the arrangements in question being transferred to third parties at a reduced price, or not, shall be deducted from that which is to be paid.

## 2. Insured events

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

- a. death, serious illness or serious accidental injury on the part of an insured, rendering the study trip/traineeship or making use of the rental object impossible or making it imperative to prematurely terminate the study trip/traineeship or the stay;
- b. death, serious illness or serious accidental injury of close family who are not co-travelers, if related in the first or second degree, or room-mates with whom the insured co-habits as a family, rendering it unreasonable for the insured to make the study trip/fulfill the traineeship or make use of the rental object, or making it imperative to prematurely terminate the study trip/traineeship or the stay;
- c. being unable, under medical advice, to be vaccinated, which is required by the authorities in order to reach the destination of the study trip/traineeship or to stay there;
- d. relevant damages to goods due to fire, explosion, strike by lightning, storm or flood, which exercises an effect on the property of the insured or of the organization where the insured works or which assigned the study trip/traineeship to the insured and which the insured took on, which event or events urgently require the insured's presence;
- e. an unexpected conscription notice requiring the insured to attend military service for the first time, or go on repeat exercises;
- f. in connection with a proposed stay on the part of an insured with a family, abroad: a sudden serious illness, serious accidental injury or the death of one of the members of the family to accommodate the insured;
- g. the lack, within 30 days prior to the planned date of arrival, at the destination, of a private vehicle needed for the study trip/traineeship due to theft, fire, explosion or any external peril;
- h. serious damages to the insured's own home, the temporary address or the study/traineeship address, making it impossible for the planned study trip/traineeship to take place. In that case, compensation shall solely be paid for the pre-paid/reserved tickets for the boat, air or train trip.

## 3. Delay to departure

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

## 4. Interruption

The Company shall pay compensation, pro rata, for each study day/traineeship day not taken, on the travel sum/ rent due to the insured's premature return, or due to hospitalization delaying premature return, insofar as the hotel, educational institution, traineeship address, transport organization or landlord shall not have made restitution. The right to receive compensation for damages shall solely exist if the study trip/traineeship address or stay is interrupted prematurely as a result of one of the events scheduled in 2.

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

Pro rata compensation shall be deemed to be compensation for the ratio of the total of days not taken to the number of days of the study/traineeship or rental.

Any restitutions made by the hotel, educational institution, traineeship address or landlord shall be deducted from the compensation to be paid.

## 5. Winter sports

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

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

## 6. Validity of the insurance

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

## 7. Extraordinary obligations

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

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

## PROCEDURE TO BE FOLLOWED IN THE EVENT OF CLAIMS

Art 7 - 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. This obligation also applies when the death is the consequence of an already declared accident to the Company;
- 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, mentioning the circumstances as well as the number and the effective date of the insurance certificate;
- 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 ACE ASSISTANCE 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;
- take all reasonable steps to prevent and limit the consequences of such damage;
- abstain from everything which could harm the interests of the Company/ACE ASSISTANCE;
- Remember the recognition of responsibility;
- Return the completely filled-in and signed damage declaration form to the Company as soon as possible, as it is provided 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 Brussels on number: 32 2 541.91.31
- by fax on number: 32 2 533.77.75

giving the applicable contract number (see assistance card), in order to receive a file number, which is required to take over the interventions, if the claim is covered by present contract.

ACE ASSISTANCE will provide its services within a reasonable delay and in good understanding with the insured, but will be free in the choice of those by whom it can be assisted in the execution of its services. ACE ASSISTANCE has the right, because of its engagements with third parties, the costs of which are not covered by the present contract, to claim from the insured the necessary financial guarantees, the form and extent of which are to be determined by ACE ASSISTANCE.

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 cancel its cover in the event that these obligations are not complied with by deceitful means.

## Concerning Section 6 – Luggage/Contents, in case of claim, the Insured must also:

- immediately take all steps and take all legal measures to protect, preserve or recover the insured items;
- in the event of theft, on the day when the theft is noted, inform the local police or gendarmerie and have a report drawn up;
- in the event of loss of his registered luggage, immediately notify the transport company demanding to draw up an official report, as well as take all necessary steps within the applicable period set out in the regulations of the company concerned. The original report in the case of a declaration of possible damage must be transmitted to the Company for examination;
- in case of damage to luggage and household effects, to give the Company the opportunity of examining them before repair takes place;
- to establish the ownership, the value and the age of the insured object(s).

The insured should, under penalty of losing the right to compensation, at all times take all normal precautions to protect the insured goods and ensure their safety.

Theft, made possible by the negligence of the insured or by lack of elementary precautions, is not covered.

In case the insured does not fulfil the obligations mentioned above in relation to section 6 "Luggage/Household effects", he/she then loses all rights to compensation, except in case of circumstances beyond his/her control.

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. Moreover the Company will be allowed to demand a post mortem examination. This demand will have to be met by the granting of authorization and by undertaking the necessary steps with the relevant authorities. In case this obligation is not complied with, any right to compensation is lost.

## LOSS OF RIGHT TO COMPENSATION

Art 8 - The Insured and the beneficiary forfeit all rights arising out of the contract 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 the Policyholder, the Insured or the beneficiary have deliberately supplied false, incomplete or forged information or have falsified any other documents or attestations following a claim.

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.

## EFFECTIVE DATE AND DURATION OF THE INSURANCE

Art 9 - The insurance is in force for the period mentioned on the insurance certificate and the

coverage is acquired only after payment of the premium due to the Company, within 30 days starting from the effective date or extension date of the contract. It comprises all taxes, duties and constitution costs. The coverage starts at the moment when the insured leaves his/her usual place of residence or home to make his/her way to his/her destination abroad and ends 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 usual place of residence or home.

No restitution of premium inferior to 25 EUR will be made.

The duration of the contract will never exceed one year.

If the period of validity of the contract is exceeded due to unforeseen delays independent of the will of the insured, the insurance remains valid without extra costs and automatically until the first possible point of time for the return. The insurance is also in force in case of unexpected earlier departure to the destination abroad within the 10 days preceding the starting date announced on the insurance certificate.

After the return of the insured from abroad to his/her usual place of residence or home, the coverage in relation to Sections 3 and 4 remains applicable up to the moment when the insured can insure himself /herself against the costs of sickness, however limited to a maximum of 14 days to count from the day of return.

The coverage in relation to Sections 3 and 4 remains applicable, during the period of validity of the contract, also during the temporary stay of the insured in his/her usual place of residence or home, for a period of a maximum of 4 consecutive weeks, insofar as this temporary stay is linked to a visit to the family, holiday or if the insured because of sickness or accident is repatriated to his/her usual place of residence or home as foreseen under Section 5.

The contract will not automatically be renewed on the expiry date as a consequence of the very nature of this agreement.

#### RECOURSE WAIVER

Art. 10 - 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 medical costs (Section 3), dental costs (Section 4), and luggage/contents (Section 6) as well as for Liability (Section 7), under the terms of the cover set out in present contract.

#### COMBINING OF COMPENSATIONS

Art. 11 - The compensations, which are due in the event of death or permanent invalidity, may not be combined.

When it concerns people who are otherwise insured for the same risk and/or have the right to any compensation, the compensation guaranteed under this contract will not be paid or will only be paid as a complement, with the exception of what concerns the Sections 1 and 2.

#### TERM OF LIMITATION

Art. 12 - 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.

#### Notification of the risk

Art. 13 - The Policyholder is obliged, before the conclusion of the contract, to communicate precisely all circumstances known to him/her, which he/she must reasonably consider to be data, which can have an influence on the evaluation of the risk, by the Company.

When the deliberate concealment or the deliberately incorrect communication of data concerning the risk misleads the Company in the assessment of the risk, the insurance is void. The premiums that are due up to the moment when the Company came to know of this are due to the Company.

When the concealment or the incorrect communication of data has not occurred deliberately, the Company can, within a delay of one month, starting on the day when the Company came to know of the concealment or the incorrect communication of data:

- bring a modification to the contract with effect starting on the day the Company came to know of the concealment or the incorrect communication. If the proposal to modify the contract is refused by the Policyholder or if, after the expiration of the one month delay, starting from the reception of this proposal, this latter is not accepted, the Company can cancel the contract within fifteen days;
- cancel the contract if it can provide the proof that it would never have insured the risk.

#### CHANGE OF THE RISK

Art. 14 - 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 retro-active 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.

#### NOTICE OF CANCELLATION

Art. 15 - 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 non deliberate concealment or incorrect communication of data concerning the risk, as set out in article 13 of the present conditions;
- in the event of a significant and definitive change in the risk, as set out in article 14 of the present conditions;
- following any declared accident, whether covered or not by the contract, but at the latest 30 days following the payment of the compensation or the refusal by the 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.

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.

#### NOTIFICATION

Art. 16 - 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.

#### USE OF LANGUAGE

Art. 17 - In the places where, for this insurance, the conditions or an extract thereof are communicated in another language than the Dutch language, the conditions in the Dutch language take precedence.

#### JURISDICTION

Art. 18 - This policy is subject to Belgian law. All disputes shall fall under the exclusive jurisdiction of the Belgian courts.

**The present general conditions, the particular conditions, the request of insurance and eventual annexes form the contract.**

**The personal information is collected and hold by ACE European Group Limited., avenue des Nerviens 9/31 - 1040 Brussels, for the general management of the customers relations, the sale and the commercialization of insurances. Following the Law of protection of private life, of 8 December 1992, you have the right to consult the information concerning yourself as you have the right to correct any eventual erroneous, incomplete or without purpose piece of information relative to your person.**

**For this, you have to send a recommended letter to the file administrator: ACE European Group Limited**

#### 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: 1122892.

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.

M.B. 13-03-2004. CBFA code 2312

