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##### General Conditions CUP

Chartis Upgrade Program is a program that increases our guarantees and benefits to all of our travel products. It will be developed over time to maintain constant conditions of coverage at an optimal level regarding to both the quality requirements of the INSURED and the possibilities offered by the rest of the market.

In these General Conditions, the guarantees that have been improved can be identified by the superscript **CUP** on the name of the guarantee. For example Assistance **CUP** is the upgraded version for all guarantees and assistance services, compared to the previous general conditions. These improvements are offered without any increase of premium.

The INSURED to these contracts automatically receive new conditions for subscribed **CUP** guarantees mentioned in the particular conditions of their contract.

This provision applies as far as the improvements are provided with no premium increase.

For changes generating an increase of the premium, the client remains free to accept or reject them when offered.

The same provisions apply to any subsequent changes to these general terms and conditions.

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This policy is subject to the General Conditions and the Schedule. The Schedule shall prevail over the General Conditions if contradictory or different.

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Chartis Europe S.A. is a "Société Anonyme" incorporated under the laws of France having its registered offices in Tour Chartis ,  
Paris La Défense, 34 Place des Corolles, 92400 Courbevoie, France, R.C.S. Nanterre n° 552 128 795 .

### CHAPTER 1. DEFINITIONS

For the purpose of these conditions, the terms below have the following meaning:

#### 1.1. POLICYHOLDER

The signatory to the contract.

#### 1.2. INSURED COMPANY

The POLICYHOLDER, unless otherwise specified in the Schedule.

#### 1.3. INSURED PERSON

Any EMPLOYEE and MANAGER of the INSURED COMPANY - as well as FAMILY MEMBERS travelling with the INSURED PERSON during a BUSINESS TRIP, unless otherwise specified in the Schedule.

#### 1.4. RELATIVE

PARTNER, father, mother, sister, brother, child, grandchild, grandparent of the INSURED PERSON.

#### 1.5. PARTNER

The person with whom the INSURED PERSON has a factual or legal relationship on the date of the insured incident, permanently lives together at the same place of residence, and is domiciled at the same address.

#### 1.6. FAMILY MEMBER

PARTNER and/or CHILD of an EMPLOYEE or MANAGER.

#### 1.7. CHILD

Any unmarried child under 25 years of age who is economically dependent on the EMPLOYEE or MANAGER and/or on the PARTNER of the EMPLOYEE or MANAGER.

#### 1.8. THIRD-PARTY

Any natural person or legal entity with the exception of the INSURED PERSON or his or her direct ascendants and descendants, as well as each person who lives under the same roof as the INSURED PERSON.

#### 1.9. MANAGER

Any natural person who holds or represents an operational management or director's position at the INSURED COMPANY.

#### 1.10. EMPLOYEE

Any person who is subject to the authority, direction and supervision of the INSURED COMPANY.

#### 1.11. COMPANY

Chartis, insurance company authorised under code number 0976 - Enterprise number 0435.262.754 RPR Brussels - Pleinlaan 11, 1050 Brussels.

#### 1.12. ASSISTANCE CENTER

Service provider appointed by the COMPANY for carrying out assistance services.

#### 1.13. ABROAD

Any country other than the COUNTRY OF RESIDENCE.

#### 1.14. COUNTRY OF RESIDENCE

The country in which an INSURED PERSON resides or intends to reside during a period of 180 days or more for reasons of employment or self-employed activity, as well as the country of the usual place of employment of the INSURED PERSON or the country of domicile of the INSURED PERSON.

#### 1.15. DISTURBED AREAS

Countries or regions that are indicated as such in the Schedule.

#### 1.16. TRIP CUP

Travel of the INSURED PERSON to a destination ABROAD for a period of maximum 180 successive calendar days, including the round trip and including:

a. Travel of a FAMILY MEMBER participating in the BUSINESS TRIP of an EMPLOYEE or a MANAGER of the INSURED COMPANY for a period of maximum 180 successive calendar days, including the round trip, unless otherwise stated in the Schedule;

b. Travel within the COUNTRY OF RESIDENCE of the INSURED PERSON, other than the way to work, filling at least one of the following conditions:

- at least one overnight stay at a hotel
- by scheduled flight
- by high speed train

### 1.17. BUSINESS TRIP

Any TRIP made by an EMPLOYEE or MANAGER who is an INSURED PERSON within the framework of professional activities on behalf and for account of the INSURED COMPANY.

BUSINESS TRIPS also include also any TRIP taken by an INSURED PERSON insofar as this results from a BUSINESS TRIP or is incidental to such a TRIP.

### 1.18. PRIVATE TRIP

Any TRIP that is not a BUSINESS TRIP.

### 1.19. ACCIDENT

A sudden event during the term of validity of the policy, of which the cause or one of the causes is beyond the organism of the INSURED PERSON and which causes the INSURED PERSON physical injury.

The following incidents are considered accidents insofar as they occur to the INSURED PERSON during the term of validity of the policy:

- Health disorders that are directly and solely due to an insured ACCIDENT or an attempt to rescue endangered persons or goods;
- Inhalation of gases or ingestion of toxic or caustic substances;
- Dislocations, sprains, muscle strains or ruptures caused by a sudden exertion;
- Disorders due as a result of extreme weather conditions;
- Drowning;
- (Exposure to) anthrax;
- Rabies or tetanus as the result of an insured ACCIDENT;
- Death of the INSURED PERSON as a result of a traffic accident, due to cardiac arrest, myocardial infarct or cardiac artery rupture of the INSURED PERSON.

### 1.20. PHYSICAL INJURY

Any physical injury sustained by a person.

### 1.21. MATERIAL DAMAGE

Any modification, damage, accidental loss and/or destruction of an object or substance, including physical injury to animals.

### 1.22. INTOXICATION

Situation in which the INSURED PERSON is under the influence of:

- alcohol;
- illegal narcotics;

and thereby violates the laws of the country in which the insured incident takes place.

### 1.23. ILLNESS

Damage to the health of the INSURED PERSON not caused by an ACCIDENT with indisputable objective symptoms as determined by a MEDICAL PRACTITIONER.

### 1.24. MEDICAL PRACTITIONER

Doctor of medicine and/or member of the medical association, legally qualified to practise medicine in the country where the insured incident and/or the treatment thereof takes place, excluding an INSURED PERSON him/herself or a RELATIVE of the INSURED PERSON.

### 1.25. MEDICAL CARE

All examinations carried out or measures taken by legally qualified MEDICAL PRACTITIONERS in order to improve the patients' state of health.

### 1.26. HOSPITAL

An institution recognised by the Ministry of Public Health of the country in which the accident and/or the treatment takes place, for the MEDICAL CARE of ill persons and victims of an ACCIDENT, excluding: preventoria, sanatoria, institutions for the mentally ill and for rehabilitation, rest homes and similar institutions.

#### 1.27. MEDICAL EXPENSES

Reimbursement of disbursements ABROAD for medically necessary care and medication, as well as medically appropriate local transportation, as a result of ILLNESS or of an ACCIDENT to the INSURED PERSON ABROAD, which is supplied or prescribed by a MEDICAL PRACTITIONER.

With regard to dental care, the following costs are regarded as MEDICAL EXPENSES:

- the cost of dental care requiring immediate attention, providing it is approved beforehand by ASSISTANCE CENTER, or
- the cost of dental care which is the result of an ACCIDENT.

#### 1.28. WAR

War encompasses all activities resulting from, or are an attempt to partake in, the use of military force between nations. The following are equated to this: civil war, revolution and invasion.

The COMPANY regards DISTURBED AREAS as countries at WAR.

#### 1.29. BAGGAGE

Personal belongings, MONEY, and OBJECTS FOR PROFESSIONAL USE - under the care, custody and control of an INSURED PERSON - which the INSURED PERSON has taken with him/her during a TRIP, or which have been acquired during that TRIP.

#### 1.30. OBJECTS FOR PROFESSIONAL USE

Articles owned, hired or leased by the INSURED COMPANY, for which the INSURED PERSON is responsible.

#### 1.31. MONEY

Coins, bank or currency notes, bank cheques, bills of exchange, letters of credit, luncheon vouchers, credit, debit or payment cards, phone cards, postal or money orders, travellers cheques, travel tickets, fuel or other coupons with monetary value, or vouchers which belong to or are in the care, custody and control of an INSURED PERSON, and which only serve the purpose to pay for the trip, meals, accommodation and personal expenses.

#### 1.32. INSURANCE PERIOD

The period as stipulated in the Schedule.

#### 1.33. EMERGENCY TRAVEL EXPENSES

Any additional, unforeseen travel and accommodation costs incurred by an INSURED PERSON or by each person travelling to an INSURED PERSON in order to stay with him/her or accompany him/her.

#### 1.34. KIDNAP

Any event or series of connected events whereby one or more INSURED PERSON(S) (with the exception of minor children by their parents) are seized, detained or carried away by force or fraud by one or more person(s), without the consent of the INSURED PERSON(S) and without lawful excuse.

#### 1.35. KIDNAP FOR RANSOM

Any event or series of connected events whereby one or more INSURED PERSON(S) (with the exception of minor children by their parents) are seized, detained or carried away by force or fraud by one or more person(s), without the consent of the INSURED PERSON(S) and without lawful excuse, for the purpose of demanding cash, monetary instruments, jewellery, or the fair market value of any securities, property of services.

#### 1.36. HOSTAGE

The random and unpredictable act of involuntary detention of an INSURED PERSON by one or more person(s) who act(s) as (an) agent(s) of or with the tacit approval of a government or government authority, or who act(s) or pretend(s) to act on behalf of an insurgent party, organisation or group.

#### 1.37. HI-JACK

The unlawful detention of an INSURED PERSON during his/her trip on an aircraft, in a motor vehicle, in a train or on a ship.

#### 1.38. CONSULTANTS COST

All reasonable fees and expenses of the Company's chosen consultants incurred during response to a KIDNAP FOR RANSOM or HI-JACK, including but not limited to travel expenses, accommodation, qualified interpretation, communication and payments to informants.

#### 1.39. APPOINTED REPRESENTATIVE

A solicitor, firm of solicitors or an equally qualified person, firm or company, appointed to represent an INSURED PERSON in accordance with the terms of this policy.

#### 1.40. LEGAL EXPENSES

- Fees, expenses and other reasonable expenses incurred by the APPOINTED REPRESENTATIVE in connection with a claim or legal proceedings, including the costs and expenses of expert witnesses, as well as costs and expenses incurred by the COMPANY in connection with such a claim or legal proceedings, excluding administrative and criminal fines resulting from a sentence or out-of-court settlement;
- Costs payable by an INSURED PERSON pursuant to an order to pay costs by a court of law or court of justice, and any costs payable pursuant to an out-of-court settlement in connection with a claim or legal proceedings;
- Fees, expenses and other reasonable expenses incurred by the APPOINTED REPRESENTATIVE in connection with filing an appeal, or resisting an appeal against the judgement of a judge or arbitrator.

#### 1.41. PROFESSIONAL SPORTS

Practicing a sport of which the income exceeds 40% of the total annual income of the INSURED PERSON.

#### 1.42. APPLICABLE INSURANCE LAW

The Law of 25 June 1992 on insurance contracts, as well as the additions, modifications and implementation decrees thereof.

#### 1.43. ELECTRONIC KEY CUP

System controlling the opening of a door with an electronic key card door-type contact chip or RFID type (radio frequency identification) or by the introduction of a code on a keypad to which the supplier access must have a registration key that unlocks the door, a record which also indicates the time during which the door is left open so that when the bolt closes. The system must be able to differentiate the guest card from the master key card held by an officer authorized. In case of tampering with electronic key, the record corresponding to the period of the alleged burglary will be attached to the theft report made by the INSURED.

## CHAPTER 2. GENERAL PROVISIONS

#### 2.1. Object of the contract

The object of this policy is to grant the INSURED PERSON during the PERIOD OF INSURANCE and within the scope of the Insured Activity the benefit of the covers and amounts stipulated in the Schedule in application of these General Conditions.

#### 2.2. Applicable covers for TRIPS within the COUNTRY OF RESIDENCE

The following covers are not acquired for TRIPS within the COUNTRY OF RESIDENCE. Chapter 4 MEDICAL EXPENSES and Assistance Services, article 4.1.1. with regard to MEDICAL EXPENSES and article 4.1.3. and 4.1.11; Chapter 5 Legal Assistance; Chapter 9 Personal Liability and Chapter 11 Political Evacuation.

#### 2.3. Termination of cover for INSURED PERSONS

The insurance coverage is granted until the next expiry date following the 80th birthday of the INSURED PERSON or until the date on which the INSURED PERSON terminates his/her employment at the INSURED COMPANY, regardless of which fact occurs first.

#### 2.4. Term of policy

The policy commences on the date stipulated in the Schedule and is valid for a period of one year. The policy is automatically renewed de jure for successive periods of one year, unless stated otherwise in the Schedule and except for cancellation on the terms stipulated in Article 2.10.

#### 2.5. Payment of the premium

The premium shall be paid in advance. The premium is due and payable in the place of residence of the POLICYHOLDER upon presentation of the receipt or upon notification of the premium due date. Legally imposed taxes and contributions are in addition to this premium.

In case of non-payment of the premium, the regulations of the APPLICABLE INSURANCE LAW shall become applicable.

#### 2.6. Change in risk

The COMPANY shall be notified immediately of any change in the risk. In all cases in which the risk disappears, decreases or increases, the parties shall act in accordance with the APPLICABLE INSURANCE LAW.

#### 2.7. Rate increase

If the COMPANY increases its rates, it shall have the right to apply the resulting premium at the next premium due date. The COMPANY shall notify the POLICYHOLDER thereof at the latest 4 months before the due date. The POLICYHOLDER is considered to have accepted unless he/she states otherwise in writing during the period concerned. In the latter case this policy shall expire on the next premium due date.



### GENERAL CONDITIONS

#### 2.8. Disturbed areas

If the INSURED PERSON declares that he/she plans to travel to a DISTURBED AREA and the COMPANY agrees, the policy shall be extended accordingly and an extra premium shall be charged.

#### 2.9. Waiver of recourse

The COMPANY shall waive any recourse towards the liable THIRD PARTY/PARTIES for the covers Death after Accident and Permanent Disability after Accident (Chapter 3).

#### 2.10. Cancellation

2.10.1. The COMPANY may cancel the policy:

- on every annual renewal date of the policy;
- if, in the case of unintentional concealment or unintentional erroneous notification of data with regard to the description of the risk when concluding the contract, or in the case of a change in risk, the proposal for modification of the policy is refused by the policyholder (within the period of one month after receipt of this proposal), within fifteen calendar days from receipt of said refusal (in accordance with the APPLICABLE INSURANCE LAW);
- in the case of non-payment of the premium (in accordance with the APPLICABLE INSURANCE LAW);
- after each claims notification, but no later than one month after payment of or the refusal to pay indemnity;
- in the case of bankruptcy of the POLICYHOLDER, but no earlier than three months after declaration of bankruptcy.

2.10.2. The POLICYHOLDER may cancel the policy:

- on every annual renewal date of the policy;
- in the case of changes in the insurance conditions or the rate;
- if the contracting parties cannot reach an agreement in the case of a change in risk;
- after each claims notification, but no later than one month after payment of or the refusal to pay indemnity.

2.10.3. The policy may be cancelled by registered letter, by writ, or by hand delivery of a cancellation letter with acknowledgment of receipt. Except for the cases described elsewhere in these conditions, policy cancellation shall take effect after one month, calculated from the day following the serving of the writ or the date of the acknowledgment of receipt, or in the case of a registered letter from the day following the date of posting. Cancellation of the policy by the COMPANY pursuant to a claims notification shall at the earliest take effect three months after the date of the cancellation notice.

However, it may take effect one month after the date of the cancellation notice, if the POLICYHOLDER, the INSURED PERSON or the beneficiary did not comply with his/her obligations arising from the loss, with the intention to mislead the COMPANY, provided the COMPANY has filed a complaint as a civil party with an investigating judge against any of these persons, or has commenced criminal proceedings against him/her, based on Articles 193, 196, 197, 496 or 510 to 520 of the Belgian Penal Code.

2.10.4. In the event that the policy is cancelled for whatever reason, premiums paid for the insurance period after cancellation takes effect shall be reimbursed. If cancellation is partial, or in the case of another reduction in the insurance benefits, this condition shall only apply to the part of the premium related and in proportion to that reduction.

#### 2.11. Beneficiary/beneficiaries in case of death

In the case of death of the INSURED PERSON, the beneficiary/beneficiaries is/are: the beneficiary as indicated by the POLICYHOLDER; failing him/her the husband/wife non-separated from bed and board of the INSURED PERSON; failing him/her the child/children of the INSURED PERSON; failing him/her/them the PARTNER of the INSURED PERSON; failing him/her legal heirs of THE INSURED PERSON, except for the State. This means that the creditors, including the tax administration, are not entitled to the indemnity.

The POLICYHOLDER is free to choose the beneficiary by simply stating this on the insurance proposal, or by sending a registered letter to the COMPANY. Except in the cases in which the beneficiary has accepted, the INSURED PERSON/POLICYHOLDER may at any time unilaterally change the designated beneficiary by means of a registered letter to the COMPANY.

#### 2.12. Domicile

For the purpose of this policy the COMPANY'S sole domicile is its registered offices in Brussels.

Notifications to the POLICYHOLDER shall be validly sent to his/her most recent address, as officially known to the COMPANY.

#### 2.13. Governing law and settlement of disputes

The provisions of the present contract are governed by the Belgian Law and by the law governing land insurance contracts dated 25 June 1992 and all its extensions, modifications and executory decisions.

Any complaint relating to the contract may be addressed to the Ombudsman for Insurance Matters, Square de Meeûs 35, 1000 Brussels.

Filing a complaint does not in any way reduce the possibility for the POLICYHOLDER and/or the INSURED and/or the beneficiary(ies) to take legal action.

Any dispute between parties will be subject to the exclusive competence of the Belgian courts.

#### 2.14. Subrogation

By payment indemnity the COMPANY shall be subrogated, up to the amount of the indemnity, to the rights and legal claims of the INSURED PERSON or the beneficiary/beneficiaries against THIRD-PARTY/PARTIES, subject to the condition stated in Article 2.9.

#### 2.15. Personal Data

Your personal data (hereinafter the "Data") will be processed in accordance with the law of December 8 1992 on the protection of privacy. The Data will be processed for the purpose of management and optimal use of the services provided by the Insurer, including risk assessment, contract management, claims handling and crime prevention (such as fraud) as well as to allow Chartis to fulfill its legal obligations. To achieve these objectives, the Insurer may be required to transfer Data to other companies of the Chartis group, to sub-contractors or to partners. These companies, subcontractors or partners may be located in countries outside the European Economic Area that do not necessarily offer the same level of protection as Belgium. The Insurer shall take precautionary measures to ensure the protection of Data.

Unless opposition from the concerned person, the Data can be used by Chartis for marketing purposes.

According to the law, the insured is entitled to access, amend or oppose (for a reasonable cause) to the processing of Data relating to him/her. To exercise these rights, he/she can contact the Insurer at any time in writing at Blvd de la Plaine 11, 1050 Brussels.

In as far as necessary and in particular in respect of health related data, the Insured approves the processing and the transfer of the Data within the limits and under the conditions described here above.

#### 2.16. Claims notification

2.16.1 The INSURED PERSON/POLICYHOLDER shall report any damage to the COMPANY as soon as possible and in any case within 8 calendar days, calculated from the moment he/she becomes aware of such damage.

The COMPANY may however not claim non-compliance with the aforementioned period of time if the claim is notified as soon as reasonably possible.

2.16.2 The INSURED PERSON/POLICYHOLDER shall immediately provide the COMPANY with any useful information, as well as answer questions which are asked of him/her, in order to establish the circumstances and the extent of the damage.

2.16.3 In respect of each indemnity insurance, the INSURED PERSON/POLICYHOLDER shall take all reasonable measures to prevent and limit the consequences of the damage.

2.16.4 If the INSURED PERSON/POLICYHOLDER does not comply with one of the obligations as stated under 2.16.1, 2.16.2 and 2.16.3 and harm results for the COMPANY, the COMPANY may claim a reduction of its benefits in the amount of the harm it has suffered.

2.16.5 The COMPANY may refuse to provide cover if the INSURED PERSON/POLICYHOLDER with fraudulent intent did not comply with the obligations set out under 2.16.1, 2.16.2 and 2.16.3.

#### 2.17. Indemnity

Indemnities shall be based on the medical and factual data available to the COMPANY. The INSURED PERSON and/or the beneficiary/beneficiaries has/have the right to accept or to refuse these. In the latter case he/she/they shall notify the COMPANY of his/her/their objection(s) by registered mail sent within 90 calendar days after having been informed of said indemnity.

All indemnities shall be payable without interest after acceptance by the INSURED PERSON, POLICYHOLDER and/or beneficiary/beneficiaries. Any claim for an indemnity upon refusal by the COMPANY shall become prescribed three years after the refusal is notified.

## CHAPTER 3. PERSONAL ACCIDENTS

### 3.1. DEATH AFTER ACCIDENT

If the INSURED PERSON dies within a two-year period following the insured ACCIDENT as the direct and sole consequence of that ACCIDENT, the amount stipulated in the Schedule shall be transferred to the beneficiary/beneficiaries.

If the COMPANY has good reason to assume that an insured incident has occurred, after a period of at least six months after the ACCIDENT has elapsed, and has investigated all available evidence and justifications, the disappearance of the INSURED PERSON shall be considered a covered event under the current policy. If it is found after this payment that the INSURED PERSON is still alive, then all amounts paid by the COMPANY for settlement of the aforementioned claim shall be refunded to the COMPANY by the POLICYHOLDER and/or the INSURED PERSON and/or the beneficiary/beneficiaries.

## GENERAL CONDITIONS

If the COMPANY has good reason to assume that an insured incident has occurred, after a period of at least six months after the ACCIDENT has elapsed, and has investigated all available evidence and justifications, the disappearance of the INSURED PERSON shall be considered a covered event under the current policy. If it is found after this payment that the INSURED PERSON is still alive, then all amounts paid by the COMPANY for settlement of the aforementioned claim shall be refunded to the COMPANY by the POLICYHOLDER and/or the INSURED PERSON and/or the beneficiary/beneficiaries.

### 3.2. PERMANENT DISABILITY AFTER ACCIDENT

If the INSURED PERSON falls victim to an insured ACCIDENT and it is medically established that a permanent disability has resulted, the COMPANY shall pay the face amount based on the amount stipulated in the Schedule, multiplied by the degree of disability in accordance with the Official Belgian Scale of Invalidities (OBSI) applicable on the day of the ACCIDENT. The disability can never exceed 100%.

Injuries to already infirm or functionally non-operational limbs or organs shall only be compensated to the extent of the difference between the condition before and after the accident. The assessment of the injury to a limb or an organ cannot be increased by the already existing infirm condition of another limb or organ. Circumstances which aggravate the consequences of the ACCIDENT independent of the ACCIDENT itself shall not give rise to compensation.

The indemnity shall be based on the conclusions of the consulting MEDICAL PRACTITIONER appointed by the COMPANY, or on the basis of any medical certificates presented if no consulting MEDICAL PRACTITIONER was appointed. If no consolidation can take place within the 12 months following the accident, the COMPANY may grant an advance at the request of the INSURED PERSON, at most equal to half of the minimum indemnity that might be owed to him/her on the consolidation date.

### 3.3. EXTENSIONS

If the main covers of Articles 3.1 and 3.2 are endorsed and an insured ACCIDENT occurs, an additional compensation shall be paid in accordance with the following conditions.

#### 3.3.1. Children's bonus CUP

The insured amount for Death after ACCIDENT shall be increased by EUR 5,000 per CHILD of the deceased INSURED PERSON.

#### 3.3.2. Retraining costs

Upon the loss of limbs or a permanent and total loss of eyesight to one or both eyes as the result of an insured ACCIDENT, the COMPANY shall indemnify the POLICYHOLDER for reasonable expenses incurred in connection with the retraining of the INSURED PERSON, up to a maximum of EUR 5,000.

#### 3.3.3. Recruitment costs

If an INSURED PERSON dies as the result of an insured ACCIDENT, the COMPANY shall indemnify the POLICYHOLDER for the recruitment costs reasonably incurred in order to replace the INSURED PERSON, up to a maximum of EUR 5,000.

#### 3.3.4. Admission to a HOSPITAL

If an INSURED PERSON is admitted to a HOSPITAL as a result of PHYSICAL INJURY pursuant to an insured ACCIDENT, the COMPANY shall pay the INSURED PERSON EUR 50 per day with overnight stay, up to a maximum of 365 days.

#### 3.3.5. Compensation in case of coma

If an INSURED PERSON has lapsed into a coma as the result of an insured ACCIDENT, the COMPANY shall pay the INSURED PERSON EUR 50 per day of the coma, up to a maximum of 365 days. This benefit shall be in addition to the amounts paid under extension 3.3.4, Admission to a HOSPITAL.

#### 3.3.6. Plastic surgery CUP

If an INSURED PERSON has suffered PHYSICAL INJURY as the result of an insured ACCIDENT, the COMPANY shall indemnify the INSURED PERSON for reconstructive plastic surgery in connection with such PHYSICAL INJURY, providing it is prescribed and carried out by a MEDICAL PRACTITIONER within a period of 730 days from the date of the accident and up to a maximum of EUR 10,000.

#### 3.3.7. Psychological assistance

If an ACCIDENT results in an expected permanent disability of more than 50%, the COMPANY shall pay all reasonable costs of psychological assistance up to a maximum of EUR 10,000 per event.

The cover for Psychological assistance shall be valid insofar as the beneficiary claims it for the first time within 90 days following the day of the ACCIDENT, up to a maximum of one year, calculated from the date of the first consultation.

The degree of expected permanent disability shall be estimated by the consulting MEDICAL PRACTITIONER appointed by the COMPANY. The psychological assistance shall become void if a psychologist or psychiatrist appointed by the COMPANY is refused by the INSURED PERSON.

#### 3.3.8. Funeral costs

Upon death of an INSURED PERSON as the result of an insured ACCIDENT, the COMPANY shall pay reasonably incurred funeral costs up to a maximum of EUR 7,500. This compensation cannot be combined with the compensation provided for in 4.1.11.



### GENERAL CONDITIONS

#### 3.3.9. Safety belt

If an INSURED PERSON dies as the result of an insured traffic accident and the INSURED PERSON was wearing his/her safety belt according to the law, the insured amount for Death after ACCIDENT shall be increased by 10%, up to a maximum of EUR 10,000 per INSURED PERSON.

A report by the competent authorities or a medical report shall serve as evidence.

#### 3.3.10. Life-saver bonus

If a THIRD-PARTY has suffered accidental PHYSICAL INJURY in an attempt to save the life of an INSURED PERSON, and such injury results in death or permanent disability within two years after the Accident, solely and independently from any other cause, the COMPANY shall pay the THIRD-PARTY or his/her beneficiary/beneficiaries compensation.

In the case of death of the THIRD-PARTY, this compensation shall amount to a sum equal to his/her annual salary, limited to EUR 25,000. In the case of permanent disability, the THIRD-PARTY shall be paid a sum equal to his/her annual salary, multiplied by the degree of disability in accordance with the Official Belgian Scale of Invalidities (OBSI) applicable on the day of the ACCIDENT, without exceeding a 100% degree of disability, up to a maximum of EUR 25,000.

If the rescue activities are part of the professional activities of the THIRD-PARTY, the life-saver bonus shall not be paid.

#### 3.3.11. Home & private car adaptation CUP

If an INSURED PERSON suffers from permanent disability as the result of an insured ACCIDENT, pursuant to which adaptations to his/her home or modifications to his/her private car are necessary for his/her daily activities, the COMPANY shall pay a one-time compensation equal to 80% of the costs incurred for such adaptations, up to a maximum of EUR 10,000. Adaptationss shall be approved in writing in advance by the COMPANY after consultation with the attending MEDICAL PRACTITIONER.

#### 3.3.12. Paraplegia or Quadriplegia CUP

If paraplegia or quadriplegia results from an insured ACCIDENT, the following compensation shall be paid in addition to the indemnity for permanent disability:

- Paraplegia: 25% of the insured amount in article 3.2 with a minimum of 25 000 EUR ;
- Quadriplegia : 50% of the insured amount in article 3.2 with a minimum of 50000 EUR.

### 3.4. GENERAL STIPULATIONS

- Indemnities for death and permanent disability cannot be combined.
- The insured sum in the case of death or permanent disability of the PARTNER of an INSURED PERSON shall be limited to EUR 50,000, unless the "PRIVATE TRIPS and FAMILY MEMBERS" extension was taken out.
- The insured sum in the case of death or permanent disability of the CHILD of an INSURED PERSON shall be limited to EUR 15,000, unless the optional "PRIVATE TRIPS and FAMILY MEMBERS" extension was taken out. For children under 5 years of age, the insured sum for death shall be replaced by a benefit of EUR 5,000 in addition to the indemnity for permanent disability.

### 3.5. EXCLUSIONS

The COMPANY shall not pay any indemnity when the permanent disability, death, or PHYSICAL INJURY after the ACCIDENT was caused by or was directly or indirectly contributed to by:

- Intentional self-inflicted injury, suicide or a suicide attempt;
- WAR in the country of RESIDENCE or in one of the DISTURBED AREAS;
- Controlling an aircraft as a pilot;
- Performing PROFESSIONAL SPORTS;
- INTOXICATION;
- ILLNESS (except when this is a result of PHYSICAL INJURY suffered from an ACCIDENT);
- An ACCIDENT that occurred after the first renewal date following the 80th birthday of the INSURED PERSON;
- ACCIDENTS occurred during the preparation of or participation in crimes or criminal offences;
- Intentional acts by an INSURED PERSON, an INSURED COMPANY or a beneficiary.

## CHAPTER 4. MEDICAL EXPENSES AND ASSISTANCE SERVICES

The covers in this chapter apply only whilst the INSURED PERSON travels ABROAD.

### 4.1. COVER

#### 4.1.1. MEDICAL EXPENSES and EMERGENCY TRAVEL EXPENSES

Within the limits of the insured sum stipulated in the Schedule, the COMPANY shall indemnify all MEDICAL EXPENSES and EMERGENCY TRAVEL EXPENSES which are reasonably and necessarily incurred as a direct result of an ACCIDENT or ILLNESS, up to a maximum of 365 days calculated from the date of the ACCIDENT or the first diagnosis of the ILLNESS.

After an accident has occurred, the necessary medical care shall be provided as soon as possible.

The COMPANY shall indemnify the aforementioned costs as follows:

- a. After deducting social security interventions and benefits under insurance policies required by law;
- b. And - in the case of outpatient care - after deducting the deductible stipulated in the Schedule.

#### 4.1.2. Direct billing

In as far as possible Assistance Center shall pay hospital bills directly.

#### 4.1.3. Costs for after-care in the COUNTRY OF RESIDENCE

If the INSURED PERSON requires further medical treatment immediately upon return to the COUNTRY OF RESIDENCE, the COMPANY shall pay the reasonable and necessary costs for after-care, up to a maximum of EUR 25,000, providing such costs are incurred within one year after the ACCIDENT or the first diagnosis of the ILLNESS.

The COMPANY shall cover the aforementioned costs as follows:

- a. After deducting social security interventions and benefits under insurance policies required by law;
- b. Indemnities shall be limited to the conventional doctor's fees determined by the Belgian Social Security administration.

#### 4.1.4. Transportation to a HOSPITAL

Assistance Center shall organise transportation to a more suitable or better equipped HOSPITAL and manage said transportation at the expense of the COMPANY.

The medical staff of ASSISTANCE CENTER is only authorised to decide on medical transportation and to choose the means of transportation and the

#### 4.1.5. Medical repatriation

If an INSURED PERSON suffers from PHYSICAL INJURY due to an ACCIDENT or becomes ill the COMPANY shall cover all repatriation costs which are reasonably and necessarily incurred as a direct result, and which are carried out by ASSISTANCE CENTER, up to a maximum of 365 days after the date on which the physical Injury occurred or the ILLNESS was diagnosed.

The medical staff of ASSISTANCE CENTER is only authorised to decide on the repatriation and to choose the means of transportation.

#### 4.1.6. Repatriation to the place of domicile

ASSISTANCE CENTER shall organise the repatriation of an INSURED PERSON who is capable of leaving the HOSPITAL for his/her place of domicile or usual place of residence, and manage said repatriation at the expense of the COMPANY.

The medical staff of ASSISTANCE CENTER is only authorised to decide on the repatriation and to choose the means of transportation.

#### 4.1.7. Additional accommodation expenses

If the INSURED PERSON cannot be repatriated and his/her condition does not require further hospitalisation, and his/her intended stay ABROAD has ended, the COMPANY shall cover the additional accommodation expenses. Costs for meals shall not be compensated.

#### 4.1.8. Visit to an ill or hospitalised INSURED PERSON ABROAD

If the medical condition of the INSURED PERSON does not allow repatriation, ASSISTANCE CENTER shall arrange that a person can visit him/her after consultation of the INSURED PERSON and/or his/her attending MEDICAL PRACTITIONER.

In this case, ASSISTANCE CENTER shall pay the EMERGENCY TRAVEL EXPENSES of that person providing ASSISTANCE CENTER approves such costs in advance.

#### 4.1.9. Search and rescue expenses

If the INSURED PERSON is immobilised as a result of PHYSICAL INJURY or ILLNESS, the COMPANY shall cover the documented rescue and/or tracing costs by official civilian and police rescue teams, up to a maximum of EUR 15,000.

### GENERAL CONDITIONS

#### 4.1.10. Repatriation of remains and transportation of BAGGAGE upon death

ASSISTANCE CENTER shall organise the repatriation of the remains of the INSURED PERSON to the COUNTRY OF RESIDENCE and manage this repatriation at the expense of the COMPANY, including necessary post-mortem treatments, coffin, embalming and customs expenses.

The COMPANY shall also cover the cost of transporting the BAGGAGE of the INSURED PERSON to the COUNTRY OF RESIDENCE.

#### 4.1.11. Funeral costs

If an INSURED PERSON dies as the result of an insured ACCIDENT, the COMPANY shall cover funeral costs that are reasonably incurred, up to a maximum of EUR 7,500. This indemnity cannot be combined with the indemnity provided for in 3.3.8.

#### 4.1.12. Early return

In the case of unforeseen HOSPITALISATION of a RELATIVE for more than 48 hours, or in the event of the death of a RELATIVE, ASSISTANCE CENTER shall organise and pay for the return of the INSURED PERSON to the COUNTRY OF RESIDENCE by means of an economy-class airline ticket or a first-class train ticket.

In the case of significant MATERIAL DAMAGE to real estate owned by the INSURED PERSON or the INSURED COMPANY as a result of fire, forces of nature or malicious intent by THIRD-PARTIES, ASSISTANCE CENTER shall organise and pay for the return of the INSURED PERSON to the COUNTRY OF RESIDENCE by means of an economy-class airline ticket or a first-class train ticket.

#### 4.1.13. Replacement cover

If an insured EMPLOYEE is repatriated, the COMPANY shall provide the INSURED COMPANY with an economy-class airline ticket or a first-class train ticket (one-way) and shall cover the expenses to allow the INSURED COMPANY to replace the EMPLOYEE with a person of its choice, providing this replacement leaves before the scheduled return of the repatriated EMPLOYEE.

#### 4.1.14. Advice and referral

The INSURED PERSON may contact ASSISTANCE CENTER:

- for the execution of and assistance with the covers described in Chapter 5 - Legal Assistance;
- for useful and relevant information while preparing for a BUSINESS TRIP, including currency and banking regulations, visa details, health regulations and bilateral treaties;
- for advice and referral to a suitable HOSPITAL or dentist for minor care;
- for referral to an embassy, consulate or other institution or organisation, including a lawyer who speaks the language of the country, should legal assistance become necessary in emergency situations;
- in the case of unforeseen delays on the way to the point of departure of his/her BUSINESS TRIP. ASSISTANCE CENTER shall give advice and, if necessary, make onward travel arrangements.

#### 4.1.15. Emergency Medical supplies

If the INSURED PERSON has no access to medication, blood or medical equipment necessary for a treatment, or if a prosthesis, glasses or contact lenses are lost, broken or stolen AND if these are unavailable locally, ASSISTANCE CENTER shall locate and send them. The COMPANY shall only pay for the forwarding charges.

#### 4.1.16. Cash advances

In emergency situations ASSISTANCE CENTER shall help replace cash money that was lost or stolen ABROAD. All cash advances shall either be deducted from future payments made under this policy, or be subsequently reimbursed to the COMPANY by the INSURED PERSON.

#### 4.1.17. Student cover

If a CHILD attending full-time education is injured or becomes ill and therefore has to be hospitalised for at least 60 consecutive days, and is thus unable to complete the academic year, the COMPANY shall cover the costs of re-enrolment, as well as accommodation costs ABROAD.

The maximum payment shall be EUR 10,000.

#### 4.1.18. Additional services

At the request of the INSURED PERSON, in an emergency situation ASSISTANCE CENTER shall take care of:

- forwarding messages to family and business associates;
- help with the replacement of lost or stolen vouchers, passports, visa and travel documents;
- help with the tracing of lost BAGGAGE.

#### 4.2. Assistance Center

The INSURED PERSON shall immediately contact ASSISTANCE CENTER - after medical first aid - and follow its instructions.

### GENERAL CONDITIONS

#### 4.2.1. Telephone number of ASSISTANCE CENTER:

English language assistance: +32 (0)2 739 9991  
Dutch language assistance: +32 (0)2 739 9992  
French language assistance: +32 (0)2 739 9990

#### 4.2.2. Additional Conditions

ASSISTANCE CENTER warrants that it shall assume and use all reasonable means to perform the services stipulated in this section.  
If possible, ASSISTANCE CENTER shall pay costs directly in local currency.

If ASSISTANCE CENTER has returned the INSURED PERSON at the expense of the COMPANY, the INSURED PERSON may be requested to take the necessary steps to obtain reimbursement of his/her ticket, and to transfer this amount on to the COMPANY.  
ASSISTANCE CENTER may request the INSURED PERSON to use his/her travel ticket.

If approved in advance by the COMPANY - after consultation with ASSISTANCE CENTER - the 'repatriation of persons' benefit mentioned in Articles 4.1.5, 4.1.6 and 4.1.10 may also be granted in the case of uninsured loss. The POLICYHOLDER shall pay the estimated costs in advance and in full to the COMPANY or to ASSISTANCE CENTER. Only upon receipt of sufficient evidence of payment shall the assistance action be initiated. The final bill shall be settled after receipt of the account by ASSISTANCE CENTER.

The COMPANY will not be liable for failures, delays or obstacles in or to the assistance services provided by ASSISTANCE CENTER in the case of strikes, revolt, civil disorder, reprisals, restrictions on free traffic, sabotage, terrorism, WAR, development of heat or radiation originating from nuclear fission, radioactivity, other unforeseen events, or force majeure.

#### 4.3. EXCLUSIONS

The COMPANY shall not pay compensation if the costs - as defined in Chapter 4 - are caused by, or are directly or indirectly contributed to by:

- a. Intentional self-inflicted injury, suicide or a suicide attempt;
- b. WAR in the COUNTRY OF RESIDENCE or in one of the DISTURBED AREAS;
- c. controlling an aircraft as a pilot;
- d. practising PROFESSIONAL SPORTS
- e. INTOXICATION;
- f. ACCIDENTS that occurred during the preparation for or participation in crimes or criminal offences;
- g. Intentional acts by an INSURED PERSON, an INSURED COMPANY or a beneficiary.

The COMPANY shall not pay compensation if:

- h. the INSURED PERSON travels against the advice of a MEDICAL PRACTITIONER;
- i. the purpose of the TRIP is to receive MEDICAL TREATMENT or medical advice;
- j. a pregnant woman travels within a period of 30 days before the estimated date of delivery;
- k. the costs defined in Chapter 4 can be recovered from Social Security or by virtue of insurance required by law.

### CHAPTER 5. LEGAL ASSISTANCE

The covers in this chapter apply only whilst the INSURED PERSON travels ABROAD.

#### 5.1. COVER

The COMPANY shall cover the INSURED COMPANY or an INSURED PERSON for all LEGAL EXPENSES, in the event that an INSURED PERSON is prosecuted or is threatened with prosecution ABROAD, up to a maximum amount of EUR 5,000.

#### 5.2. EXTENSION

If an INSURED PERSON is prosecuted, the COMPANY shall advance the costs of bail to a maximum of EUR 50,000.

The INSURED PERSON or POLICYHOLDER shall have a period of three months from the day of payment of the advance to repay this bail.

If the bail is repaid by the authorities of the country concerned before this period lapses, then it shall be transferred immediately to the COMPANY.

If the INSURED PERSON was summoned but does not appear in court, the POLICYHOLDER or INSURED PERSON shall immediately repay the bail to the COMPANY.

#### 5.3. ADDITIONAL CONDITION

All claims or legal proceedings, including every appeal resulting from the same original cause, event or circumstances, shall be regarded as one single claim.  
The execution of these covers shall be arranged by ASSISTANCE CENTER.

#### 5.4. EXCLUSIONS

The Company shall not pay any compensation if the costs - as defined in Chapter 5 - are caused by, or are directly or indirectly contributed to by:

- a. Intentional self-inflicted injury or a suicide attempt;
- b. WAR in the country of RESIDENCE or in one of the DISTURBED AREAS;
- c. INTOXICATION
- d. A criminal offence, property offence, or violation of the laws on narcotics;
- e. Intentional behaviour by an INSURED PERSON, an INSURED COMPANY or a beneficiary.
- f. Conducting an airplane as a pilot
- g. Practicing PROFESSIONAL SPORTS

#### CHAPTER 6. TRAVEL INCONVENIENCES

##### 6.1. TRAVEL DELAYS

If the departure of the ship, the aircraft or the train booked for an INSURED PERSON in order to travel to his/her planned destination at the outward or the return journey of a TRIP is delayed due to a strike, industrial action, adverse weather conditions or mechanical breakdown to the means of transportation, the COMPANY shall pay the POLICYHOLDER or the INSURED PERSON EUR 75 per hour in excess of 4 hours of delay, up to the maximum amount stipulated in the Schedule.

##### 6.2. TICKET UPGRADE

The Company undertakes to reimburse the INSURED PERSON additional costs incurred when upgrading the travel ticket (to or from the destination) to a higher comfort class.

This cover shall apply in the following cases:

- if the departure, regardless of which departure point of a confirmed scheduled flight or fixed and regular HST train connection, is delayed by 4 or more hours, or is cancelled, and if no other means of transportation is made available to the INSURED PERSON within 4 hours after the scheduled time of departure of the scheduled flight or train connection concerned;
- if the INSURED PERSON is not admitted on board a confirmed scheduled flight or fixed and regular HST train connection as a result of overbooking and if no other means of transportation is made available to him/her within 4 hours after the scheduled time of departure of the scheduled flight or train connection concerned;
- if the INSURED PERSON misses his/her connection at the transit point due to the delayed arrival of a scheduled flight or of a fixed and regular HST train connection and if no other means of transportation is made available to him/her within 4 hours after the actual time of arrival of the first flight or train connection.

An Irregularity report of the carrier shall be required, and shall constitute proof.

##### 6.3. EXTENDED STAY AFTER TERRORISM AND/OR NATURAL DISASTER

If the INSURED PERSON cannot depart or continue his/her pre-booked and planned TRIP ABROAD on the scheduled date, the COMPANY shall cover additional accommodation costs and travel expenses incurred as the result of:

- an act of internationally recognized terrorism or the direct results thereof, or
- a natural disaster or the direct results thereof.

##### Compensation basis and conditions of cover after terrorism

The COMPANY shall cover, to the extent of the amounts stipulated in the Schedule, the additional accommodation costs incurred by the INSURED PERSON and/or the additional costs for changing his/her means of public transportation. The COMPANY'S benefits for the additional accommodation costs shall end when the transportation company with which the original booking was made offers an alternative. The benefits shall always end when the INSURED PERSON refuses the alternative offered.

The minimum duration of the delay or obstruction caused by terrorism shall be 48 hours.

The COMPANY shall start providing the benefit as soon as the act is recognised as an act of international terrorism and the delay or obstruction exceeds this period of time. The compensation shall in that case be granted as of the first day.

##### Compensation and conditions of cover after natural disasters

The following are eligible for compensation to the extent of the amount stipulated in the Schedule:

- Additional accommodation costs in a hotel and/or holiday lodgings incurred after the day of the scheduled termination of the stay due to the fact that the INSURED PERSON cannot leave his/her temporary place of stay;



### GENERAL CONDITIONS

- Additional expenses due to compulsory evacuation and/or repatriation arising from the same facts, excluding repatriation of and costs connected with the vehicle;
- Additional costs for the alteration of the means of public transportation.

The minimum duration of the delay or obstruction caused by terrorism shall be 48 hours

#### 6.4. EXCLUSIONS APPLICABLE TO ARTICLES 6.1 AND 6.2

The COMPANY shall not pay any compensation when the costs are caused by or are directly or indirectly contributed to by:

- a. Delay, detention or confiscation by a government or public authority;
- b. WAR in the COUNTRY OF RESIDENCE or in the DISTURBED AREAS;
- c. Strikes that were announced before the departure;
- d. Government decisions not to let such means of transportation leave or taking them out of circulation.

### CHAPTER 7. BAGGAGE

#### 7.1. COVERS CUP

The COMPANY shall indemnify the INSURED PERSON to the amount stipulated in the Schedule, if during the term of the policy:

- a. His/her BAGGAGE is stolen, and clearly established signs of burglary are present, from a locked and closed house or room. Burglary using electronic key is also covered;
- b. His/her BAGGAGE is stolen, and clearly established marks of burglary are present from a locked and closed vehicle, insofar as the BAGGAGE was not visible from the outside. Burglary carried out by electronic means is not covered;
- c. BAGGAGE is stolen with physical violence or by threatening the person;
- d. BAGGAGE entrusted to and registered by a carrier - within the framework of a shipping contract - is lost, damaged or stolen, after exhaustion of the contractual compensation due by the carrier;
- e. BAGGAGE is lost, damaged or stolen as a result of a medical urgency transport of the INSURED PERSON after a insured ACCIDENT or ILLNESS;
- f. BAGGAGE is lost, damaged or stolen caused by or as a result of a traffic accident;
- g. BAGGAGE is lost, damaged or stolen caused by or as a result of a natural disaster.

#### 7.2. EXTENSIONS

##### 7.2.1. Fraudulent use of bank cards

The COMPANY shall cover financial losses suffered as a result of the fraudulent use of credit, debit or cash cards during the duration of the TRIP, up to the maximum amount stipulated in the Schedule.

This cover is in addition to and after deduction of the compensation offered by the financial institution issuing the card.

This cover shall only be granted if the INSURED PERSON has complied with all terms and conditions under which this card was issued.

##### 7.2.2. Foreign currencies and travellers cheques

The COMPANY shall cover financial losses suffered as a result of the theft of foreign currencies and travellers cheques specifically purchased for the TRIP. Cover shall be granted from the time of purchase or at most 120 hours prior to departure on the TRIP, until the cheques are deposited or cashed or 120 hours after the end of the TRIP at the latest.

##### 7.2.3. Temporary unavailability of BAGGAGE

If, within the framework of a shipping contract the BAGGAGE of the INSURED PERSON entrusted to a carrier has temporarily lost for more than four hours during the outward or onward journeys of the TRIP, the COMPANY shall reimburse up to the amount stipulated in the Schedule towards the cost of buying essential and reasonable replacement items.

Indemnities paid for temporary unavailability of BAGGAGE cannot be combined with the reimbursement obtained in application of article 7.1.

#### 7.3. ADDITIONAL CONDITIONS

##### 7.3.1. Insured amounts

For all objects of which the replacement value amounts to more than EUR 2,500, the INSURED COMPANY or an INSURED PERSON shall bear the first 25% of any amount in excess of EUR 2,500 at their own expense.

The insured amounts shall be limited to:

- EUR 2,500 for an OBJECT FOR PROFESSIONAL USE;
- EUR 1,500 for stolen MONEY.

For each loss, the deductible stipulated in the Schedule or in the previous Articles shall apply.

#### 7.3.2. Calculating the indemnity

- In the case of damage: the cost of the repair including non-recoverable VAT, limited to the replacement value of the damaged item. In the case of damage inflicted by THIRD-PARTIES within the framework of a shipping contract, the indemnity shall be deducted from the compensation to which the INSURED PERSON is entitled by virtue of said contract.
- In the case of loss or theft: the replacement value of a similar item, plus non-recoverable VAT. In the case of loss or theft inflicted by THIRD-PARTIES within the framework of a shipping contract, the indemnity shall be deducted from the compensation to which the INSURED PERSON is entitled by virtue of said contract.

#### 7.3.3. Obligations in case of damage

Theft shall be immediately reported to the local authorities and an attestation that such a report has been filed shall be obtained.

Damage shall be declared in a report by the carrier responsible and an attestation shall be obtained.

The INSURED PERSON shall report the purchase date and the price of the goods. This can and must be evidenced by means of all possible proof.

Damaged objects may be claimed by the COMPANY.

In the case of theft of money, proof from the bank shall be required.

For each incident within the framework of a shipping contract proof from the carrier shall be required (property irregularity report or attestation of final loss).

#### 7.4. EXCLUSIONS

The COMPANY shall not pay any compensation if the costs are caused by, or are directly or indirectly contributed to by:

- Loss due to chipping, scratching or breakage of glass, china or other fragile items or articles, unless as a result of fire, theft or accident to the conveyance in which they were being transported;
- Leaving unattended, forgetting, loss or incorrect manipulation of the object by the INSURED PERSON and/or beneficiary;
- Loss or damage as a result of:
  - moths, vermin, wear and tear, atmospheric or climatic conditions or discoloration,
  - mechanical or electrical failure or breakdown,
  - cleaning, painting, restoring, repairing or modifying;
- Loss or damage due to delay, detention or confiscation by order of any government or public authority;
- Loss or theft of or damage to vehicles, trailers or caravans and their accessories or spare parts;
- Loss or theft of or damage to BAGGAGE sent as freight or under an airway-bill or a bill of lading;
- Loss of MONEY, bonds, negotiable instruments and securities of any kind;
- Loss or theft of a credit, debit or cash cards resulting in fraudulent use, unless the INSURED PERSON has complied with all terms and conditions under which the card was issued;
- Shortages of money due to confiscation or detention by customs or other officials, to error, omission and depreciation in value;
- WAR in the COUNTRY OF RESIDENCE or in DISTURBED AREAS;
- Temporary unavailability of BAGGAGE which is regarded as an OBJECT FOR PROFESSIONAL USE.

### CHAPTER 8. CANCELLATION, INTERRUPTION AND ADJUSTMENT

#### 8.1. COVER

The COMPANY shall indemnify the INSURED COMPANY or the INSURED PERSON up to the maximum amount stipulated in the Schedule if a BUSINESS TRIP has to be cancelled, interrupted or adjusted as a direct result of any cause beyond the INSURED PERSON'S will, control or influence.

#### 8.2. BASIS OF INDEMNIFICATION

The amount stipulated in the Schedule is the maximum indemnity per TRIP per INSURED PERSON.

If the TRIP has to be cancelled prior to departure, the COMPANY shall pay all cancellation costs with regard to transportation and accommodation.

If the TRIP has to be cut short after departure, the COMPANY shall cover the costs already incurred for the part of the trip that has not been made and which become payable under contract, and which cannot be recovered elsewhere. Furthermore the Company shall indemnify the costs incurred to:

- allow an INSURED PERSON to return to the COUNTRY OF RESIDENCE;
- send a replacement to assume the duties of the originally INSURED PERSON and to return the originally INSURED PERSON if this is necessary before termination of the TRIP.

### GENERAL CONDITIONS

When pre-booked travel arrangements in connection with a BUSINESS TRIP have to be altered after departure, the COMPANY shall reimburse the additional travel and accommodation costs which are not recoverable elsewhere and which must be incurred to enable an INSURED PERSON to continue the BUSINESS TRIP or to return to the COUNTRY OF RESIDENCE.

If the travel contract only concerns transportation: the unused part of the paid transportation costs.

The cover shall also be granted to an INSURED PERSON in the case of cancellation by the travel companion, because of which the INSURED PERSON would have to travel alone. In this case, the additional accommodation and/or modification costs shall be covered.

#### 8.3. EXCLUSIONS

The COMPANY shall not pay any claim if the BUSINESS TRIP is cancelled, interrupted or adjusted as a result of:

- a. insolvency of the INSURED COMPANY or of an INSURED PERSON;
- b. regulations made by a government or public authority;
- c. a decision made by the INSURED COMPANY or a company belonging to the same group;
- d. the delay of a ship, aircraft or train if a) the Insured Person fails to check in, in accordance with the itinerary provided, or b) if the delay is due to temporarily or permanently grounding of any ship, aircraft or train on the orders or recommendation of a port authority, railway authority or the Civil Aviation authority or any similar authority in any country;
- e. INTOXICATION;
- f. undertaking a TRIP by a pregnant woman within the period of 30 days before the expected date of delivery;
- g. WAR in the COUNTRY OF RESIDENCE or in the DISTURBED AREAS;
- h. suicide, attempted suicide or self-inflicted injuries.

### CHAPTER 9. PERSONAL LIABILITY

The covers in this chapter apply only whilst the INSURED PERSON travels ABROAD.

#### 9.1. COVER

The COMPANY shall indemnify the INSURED PERSON - up to the maximum amount stipulated in the Schedule - for the financial consequences of the personal liability he/she could incur by virtue of local laws or jurisdiction as the result of PHYSICAL INJURY and/or MATERIAL DAMAGE caused to THIRD-PARTIES during TRIPS.

#### 9.2. EXCLUSIONS

The COMPANY shall not pay any damages claimed in the following cases:

- a. Immaterial damage, not resulting from PHYSICAL INJURY or MATERIAL DAMAGE;
- b. Damage intentionally inflicted or caused by or with the participation of the INSURED PERSON or by the legal representatives of the INSURED PERSON if a legal entity;
- c. ACCIDENTS caused to the INSURED PERSON or to his relatives in ascending and descending line or to any of the persons living together with him/her;
- d. ACCIDENTS as a result of the use of cars or motor vehicles, sailing or motor-vessels, aircraft, and riding animals for which the INSURED PERSON or the persons for whom he/she is legally responsible, have the ownership or which are under their care, custody and control;
- e. ACCIDENTS resulting from the participation of the INSURED PERSON in a paid sports competition;
- f. MATERIAL DAMAGE caused by fire or explosion. The same damage is equally excluded if caused on premises of which the INSURED PERSON or the INSURED COMPANY is the owner or lessee;
- g. Use of drugs, alcohol, narcotics and excessive use of medications;
- h. Active participation of the Insured Person in events of civil disorder, strikes, attacks and terrorist activities;
- i. Dangerous sports: alpinism - speleology - boxing - polo - parachute jumping - air sports - deep-sea diving with autonomous equipment;
- j. Delay of or non-performance of agreed services, in the case of force majeure, unforeseen events, strikes, government decisions or restrictions on free traffic;
- k. Professional liability;
- l. Contractual liability.

### CHAPTER 10. HI-JACK, KIDNAP AND HOSTAGE

The covers in this chapter apply only whilst the INSURED PERSON travels ABROAD.

#### 10.1. COVER

The COMPANY shall pay the compensation stipulated in the Schedule for each full day that an INSURED PERSON is forcibly or unlawfully detained as a result of a HI-JACK, KIDNAP or HOSTAGE starting during the INSURANCE PERIOD. The maximum compensation shall be EUR 20,000.

In the case of KIDNAP FOR RANSOM and HOSTAGE the COMPANY shall pay up to a maximum of EUR 125,000 for the CONSULTANTS COST and other related costs.

#### 10.2. OTHER RELATED INSURED COSTS

- a. The normal salary the INSURED COMPANY continues to pay the INSURED PERSON during his/her kidnapping or unlawful detention, up to a maximum of 30 calendar days after his/her release, if he/she has not resumed work. This salary shall be paid until the earliest of the following dates:
  - 30 calendar days after the release of the INSURED PERSON, or
  - determination of the death of the INSURED PERSON, or
  - 120 calendar days after the most recent credible evidence that the INSURED PERSON was still alive, or
  - 60 months after the date of kidnapping or unlawful detention.
- b. The salary paid to a person who is hired to carry out the specific functions of the INSURED PERSON during his/her kidnapping or unlawful detention, on the understanding that this salary shall not exceed the normal salary previously paid to the kidnapped or unlawfully detained INSURED PERSON. The salary shall be paid until the earliest of the dates indicated under Section a.
- c. Any reasonable and necessary MEDICAL EXPENSES paid by the kidnapped or unlawfully detained INSURED PERSON and by the POLICYHOLDER as the result of a kidnapping or unlawful detention during a period of 18 months after the release of the kidnapped or unlawfully detained INSURED PERSON, including the cost of neurological or psychiatric treatment.
- d. The personal financial loss sustained by an INSURED PERSON as a direct and exclusive result of the physical incapacity to manage his/her personal financial interests during the kidnapping or unlawful detention.

The cover shall apply without restriction to losses resulting from the omission to renew insurance contracts, the incapacity to exercise stock options or the failure to pay personal mortgages. The compensations shall be paid to the INSURED PERSON.
- e. Other reintegration costs for a maximum of 30 calendar days, including accommodation costs, meals and leisure time expenses paid by the POLICY HOLDER to the victim, his/her partner and children during the first six months after the release.
- f. All other reasonable and necessary costs incurred, providing they are approved in advance by the COMPANY.

#### 10.3. CRISIS EMERGENCY NUMBER

Crisis management 24/7 - 001-817-826-7000

#### 10.4. EXCLUSIONS

The Company shall not be liable for any loss caused by, or directly or indirectly resulting from:

- a. fraudulent, dishonest or criminal acts on the part of the INSURED PERSON(S) or any person authorised by the INSURED PERSON to have custody of ransom money. This exclusion shall not apply to the payment of ransom by the INSURED PERSON(S) in a situation where the local authorities have declared such a payment illegal;
- b. a claim for an INSURED PERSON whose kidnapping insurance was cancelled or declined in the past;
- c. a claim for an INSURED PERSON inside his COUNTRY OF RESIDENCE;
- d. a KIDNAP FOR RANSOM which occurs in Colombia, Mexico, Iraq, Nigeria or the Philippines;
- e. WAR in the COUNTRY OF RESIDENCE or in the DISTURBED AREAS.

### CHAPTER 11. POLITICAL EVACUATION

The covers in this chapter apply only whilst the INSURED PERSON travels ABROAD.

#### 11.1. COVER

The COMPANY shall cover the EVACUATION REPATRIATION COSTS resulting solely and exclusively from this EVACUATION, up to a maximum of EUR 50,000 (unless stated otherwise in the Schedule) per insurance year and for all INSURED PERSONS combined.

#### 11.2. ADDITIONAL DEFINITIONS

##### 11.2.1. EVACUATION

Any of the following contingencies during a BUSINESS TRIP, wholly beyond the control of the INSURED PERSON or INSURED COMPANY, that requires the immediate evacuation of an INSURED PERSON:

- a. an INSURED PERSON is being expelled or declared to be persona non grata on the authority of the recognised government of a HOST COUNTRY; or
- b. political and military activities involving the HOST COUNTRY if, on account thereof, the APPROPRIATE AUTHORITIES issued an ADVISORY within 10 days prior to the evacuation.

### GENERAL CONDITIONS

#### 11.2.2. EVACUATION REPATRIATION COSTS

Reasonable and unavoidable costs incurred by the INSURED PERSON or the INSURED COMPANY for the evacuation of the INSURED PERSON to the nearest safe place or to his/her COUNTRY OF RESIDENCE. Costs will include the reasonable transportation and accommodation costs by the INSURED PERSON or the INSURED COMPANY during the evacuation for a maximum period of two days.

#### 11.2.3. ADVISORY

A formal recommendation by the APPROPRIATE AUTHORITIES to the INSURED PERSON, or to a group of persons to which the INSURED PERSON belongs, to leave the HOST COUNTRY.

#### 11.2.4. APPROPRIATE AUTHORITIES

The Ministry of Foreign Affairs or a similar authority in the country of the POLICYHOLDER.

#### 11.2.5. HOST COUNTRY

Any country to which an INSURED PERSON makes a BUSINESS TRIP, with the exception of the COUNTRY OF RESIDENCE.

#### 11.3. EXCLUSIONS

The COMPANY shall not pay EVACUATION REPATRIATION COSTS

- a. for which the POLICYHOLDER is responsible as a result of his employer's liability or pursuant to legislation pertaining to unemployment, social security costs, absenteeism or incapacity for work;
- b. resulting from fraudulent, dishonest or criminal acts committed or attempted by an INSURED COMPANY, an INSURED PERSON, or an authorised representative of one of them, acting on his/her own or conspiring with others;
- c. resulting from:
  - i. violation of the laws of the HOST COUNTRY by the POLICYHOLDER or by an INSURED PERSON;
  - ii. the INSURED PERSON not possessing valid travel documents and/or visa;
  - iii. debt, insolvency or bankruptcy, the repossession of assets under a title of ownership or retention right, or any other financial cause whatsoever;
- d. resulting from illness, death or injury to the insured person.

## CHAPTER 12. PRIVATE TRIPS EXTENSION

### 12.1. COVER

If indicated in the Schedule, INSURED PERSONS automatically benefit from all covers and insured sums taken out as part of the BUSINESS TRIPS during PRIVATE TRIPS, as defined in the Schedule, except as stipulated below.

### 12.2. DEFINITION OF THE APPLICABLE ARTICLES AND CHAPTERS

#### 12.2.1. Chapter 3. Personal Accidents

The insured sum in the case of death or permanent disability of the PARTNER or a CHILD of an INSURED PERSON is not limited in accordance with Article 3.4, if the "PRIVATE TRIPS and FAMILY MEMBERS" extension was taken out.

For children under 5 years of age, the insured sum upon death shall be replaced by a sum of EUR 5,000 in addition to the indemnity for permanent disability.

#### 12.2.2. Chapter 8. Cancellation, Interruption and Adjustment

In the case of PRIVATE TRIPS, the stipulations in Chapter 8 are replaced by the following :

##### COVER

The COMPANY shall indemnify the INSURED COMPANY or the INSURED PERSON up to the maximum amount stipulated in the Schedule if a PRIVATE TRIP is cancelled, interrupted or adjusted as a direct result of one of the followings events:

##### a. ILLNESS, ACCIDENT or death of:

- the INSURED PERSON, his/her PARTNER, a relative up to the second degree, and/or
- the person who lives with the INSURED PERSON in the same place of residence or who is under his/her care or responsibility, and/or
- the private person with whom the INSURED PERSON would stay ABROAD and who makes it impossible to comply with the concluded travel contract for medical reasons;

b. termination of a permanent employment contract of the INSURED PERSON by his/her employer for economic reasons within 30 calendar days before the departure date;



## GENERAL CONDITIONS

- c. withdrawal of already approved leave for the INSURED PERSON by his/her employer due to the unavailability of a colleague to replace the INSURED PERSON, due to the colleague's ILLNESS, ACCIDENT or death within 30 calendar days before the departure date;
- d. the unforeseen mandatory presence of the INSURED PERSON who, as an unemployed person, enters into a permanent employment contract which starts within 30 calendar days before the departure date;
- e. the necessary presence of the self-employed INSURED PERSON due to unavailability of a replacement for the INSURED PERSON, as a result of his/her ILLNESS, ACCIDENT or death;
- f. unavailability as a result of ILLNESS, ACCIDENT or death of the custodian of a minor or disabled child of the INSURED PERSON;
- g. significant MATERIAL DAMAGE to real estate owned by the INSURED PERSON as a result of fire, forces of nature or malice by THIRD-PARTIES, providing these damage occurs within 30 calendar days before the departure date;
- h. the mandatory presence of the INSURED PERSON as a witness or member of the jury in the Crown Court, providing the INSURED PERSON was not aware of this on the booking date;
- i. redrafting for military service (not applicable for professional soldiers);
- j. re-examination during the planned stay;
- k. theft of, or total immobilization as a result of a traffic accident, or a fire in the private vehicle of the INSURED PERSON at the time of departure or en route to the holiday destination;
- l. delay at the time of boarding stated in the travel contract, during departure or a leg of the trip, resulting in more than one hour immobilization, as a result of a traffic accident or force majeure during the itinerary to the place of boarding.

The cover shall also be granted to an INSURED PERSON in the case of cancellation by the travel companion for one of the above reasons, as a result of which the INSURED PERSON would have to travel alone.

### BASIS OF INDEMNIFICATION

If the TRIP has to be cancelled prior to departure, the COMPANY shall pay all cancellation costs with regard to transportation and accommodation.

If the TRIP has to be cut short after departure, the COMPANY shall cover the costs already incurred for the part of the trip that has not been made and which become payable under contract, and which cannot be recovered elsewhere. Furthermore the Company shall indemnify the costs incurred to:

- c. allow an INSURED PERSON to return to the COUNTRY OF RESIDENCE;
- d. send a replacement to assume the duties of the originally INSURED PERSON and to return the originally INSURED PERSON if this is necessary before termination of the TRIP.

When pre-booked travel arrangements in connection with a TRIP have to be altered after departure, the COMPANY shall reimburse the additional travel and accommodation costs which are not recoverable elsewhere and which must be incurred to enable an INSURED PERSON to continue the TRIP or to return to the COUNTRY OF RESIDENCE.

If the travel contract only concerns transportation: the unused part of the paid transportation costs.

The cover shall also be granted to an INSURED PERSON in the case of cancellation by the travel companion, because of which the INSURED PERSON would have to travel alone. In this case, the additional accommodation and/or modification costs shall be covered.

### EXCLUSIONS

The COMPANY shall not pay any claim if the TRIP is cancelled, cut short or altered as a result of:

- a. an INSURED PERSON deciding not to travel or, if he/she is already making the TRIP, decides not to continue it;
- b. dismissal, redundancy or the termination of employment of an INSURED PERSON within 31 days of a pre-booked TRIP;
- c. dismissal, redundancy or the termination of employment of an INSURED PERSON, once the TRIP has started;
- d. any omission by a transportation or accommodation provider (or his/her agent) acting for the INSURED PERSON;
- e. strike, labour dispute, mechanical breakdown or failure of the means of transportation;
- f. an INSURED PERSON who travels or intends to do so against the advice of a MEDICAL PRACTITIONER, or with the intention to obtain treatment;
- g. insolvency of the INSURED COMPANY or of an INSURED PERSON;
- h. regulations made by a government or public authority;
- i. a decision taken by the INSURED COMPANY or company belonging to the same group;
- j. the delay of a ship, aircraft or train if a) the INSURED PERSON fails to check in, in accordance with the itinerary provided, or b) the delay is due to the temporary or permanent grounding of a ship, aircraft or train on the order of a port authority, railway authority or the Civil Aviation authority or any other equivalent authority in any country;
- k. INTOXICATION;
- l. undertaking a TRIP by a pregnant woman within the period of 30 days before the expected date of delivery;
- m. WAR in the COUNTRY OF RESIDENCE or in the DISTURBED AREAS;

- n. suicide, attempted suicide, or self-inflicted injuries;
- o. the poor condition of the private means of transportation arranged for the TRIP.

12.2.3. Chapter 9 Personal Liability

The covers of Chapter 9 do not apply to PRIVATE TRIPS.

12.2.4. Chapter 10 Hi-jack, Kidnap and Hostage

The covers of Chapter 10 do not apply to PRIVATE TRIPS.

12.2.5. Chapter 11 Political evacuation

The covers of Chapter 11 do not apply to PRIVATE TRIPS.

12.2.6. Additional exclusions

The COMPANY shall not pay any compensation in the case of PRIVATE TRIPS if the damage is caused by or is directly or indirectly contributed to by:

a. PROFESSIONAL SPORTS - or amateur practice of the following sports: air sports except for ballooning - alpinism - mountaineering - hiking out side accessible and/or officially indicated paths - big game hunting - ski jumping - alpine skiing and/or snowboarding and/or cross-country skiing, all practised outside accessible and/or officially indicated ski runs - speleology - rafting - canyoning - bungee jumping - deep-sea diving - martial arts - competition with motorised vehicles except for tourist rallies in which no time and/or speed limit is enforced - participation in and/or training for and/or preparatory tests for speed contests.

b. Bets and/or challenges, disputes and/or fights except for legal self-defence (a report by the competent authorities shall serve as proof) - riots and or measures to combat them, unless the POLICYHOLDER and/or the INSURED PERSON and/or the beneficiary can prove that the Insured Person did not actively participate in them.