Erasmus Mundus Student Protection (EMSP) Insurance Solution

Terms & Conditions

(EA-EMSP-2019 02-EN)

Valid from 01/02/2019
International sanctions

The Insurer will be not to process or otherwise engage activity for or on behalf of a sanctioned individual, entity, territory, country or organization targeted by United Nations, European Union or other applicable sanctions regime (limitation, embargo, freezing of assets or control), in particular activity involving directly or indirectly countries listed as Sanctioned Countries (amongst others North Korea, Sudan, Syria, Crimea, Iraq, Afghanistan and Pakistan).

It is agreed and understood that no action that implies a direct or indirect connection to a sanctioned individual, entity, territory, country or organization could be implemented by the Insurer. No contractual obligations can have for object or effect a violation of the sanctions regime rules described above and the Insurer will incur no liability or obligation to pay remedies or indemnities whatsoever because of this non-implementation.
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General Conditions

1. Definitions

a) The Insurer: Europ Assistance S.A., a French limited company governed by the French Insurance Code, headquartered at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered at the register of trade and companies of Nanterre under the number 451 366 405, underwriting this Group Insurance Policy through its Irish branch EUROP ASSISTANCE S.A. IRISH BRANCH, whose principal place of business is 4th Floor 4-8, Eden Quay, Dublin 1, Ireland, D01 NSW8 and registered with the Irish Companies Registration Office under number 907089.

Europ Assistance S.A. is regulated by the French supervision authority (ACPR), 4 place de Budapest, CS 92459 - 75436 Paris Cedex 09. The Irish branch operates in accordance with the Code of Conduct for Insurance Undertakings (code of ethics for insurance companies) released by the Central Bank of Ireland, it is registered in the Republic of Ireland under number 907089 and is acting in Your country under the freedom of services regime.


b) Policyholder: the natural or legal person having concluded the insurance contract, further referred to as the Policy holder.

c) Claims Handler: the company appointed and authorized by the Insurer to handle and pay the claims on its behalf. The name and address of the Claims Handler are mentioned on the claims form.

d) Insured person: the students, researchers, staff, trainees and other persons, not older than 70 years, from EU or non EU-countries actively participating in the European Union Erasmus+, Erasmus Mundus and Intra-ACP projects, further named EM projects at a partner institute of an existing consortium for which worldwide travel is required. Including staying in the Insured person’s Home country if the stay is linked to the EM program.

Excluded are trips for leisure, tourism and/or private reasons.

e) Additional Insured person: the optionally Insured person family members of the Insured person students participating in the EM projects.

Family members are limited to the spouse, the legally cohabiting partner and children of the Insured person students participating in the EM projects living, on permanent bases, at the same address as the Insured person.

f) Beneficiary: the person or organization designated in this policy who is entitled by the Insured person to receive the benefits stipulated in these conditions.

g) Accident: any damage to the physical integrity of the Insured person, caused by a sudden event which is situated outside the organism and independent of the will of the Insured person and for which the nature and symptoms are medically diagnosable and require therapy.

Are also considered as an Accident:

- Infections caused directly to a covered Accident with the exception of infections caused by human or other intervention following the covered Accident;
- Acute poisoning and physical injuries caused by Accidental absorption of toxic or corrosive substances, with exception of poisoning caused by the use of stimulants in the broadest sense of the term;
- Suffocation resulting from unforeseen gases or noxious vapors, except suffocation caused by the use of stimulants in the broadest sense of the term;
- Drowning and infections resulting from an accidental fall into water or an infected liquid;
- Frost-bite, heat or sunstroke as well as loss of consciousness and exhaustion resulting from forced
landing, shipwreck, collapse, avalanches and floods;

- Dislocation, sprain, torn muscle or tendon, caused accidentally which causes an internal injury;
- Physical injuries caused by an attack or assault on the life of the Insured person, unless the Insured person's active participation in the event is proven, as perpetrator or instigator;

Are not considered as an accident:

- Infection of the Insured person by the Acquired Immune Deficiency Syndrome (AIDS virus), whatever the consequences are;
- The development and/or appearance of any form of hernia in whatever way;
- The introduction to the body of pathogenic germs by insect bite or sting (malaria, typhus, plague, sleeping disease);

**h) Illness:** under this policy Illness is defined impairment of the Insured persons' health that occurred out of the will of the Insured person for which nature and symptoms are diagnosable and require therapy.

Are excluded:

- The consequences of any Illness Accident or defects (congenital or otherwise) occurred, and of which the Insured person reasonably should have been aware of before the inception date of this insurance contract. This provision is also applicable when the policy is re-activated after a period of suspension and in the event of changed policy conditions;
- Aesthetic or similar treatments;
- Professional diseases for which compensation is paid under the applicable terms of legislation related to professional diseases;
- Infection of the Insured person by the Acquired Immune Deficiency Syndrome (AIDS virus), whatever the consequences are;
- Chronic or permanent mental or nervous diseases, neuroses, psychoses, resting cures or similar treatments for which a stay in a psychiatric institution, psychiatric ward. Hospital or any other facility and/or institutions specialized in the treatment of alcohol- or drug addicts, mental diseases or elderly people is required.
- Illnesses for which the treatment can be postponed until the return of the Insured person to its usual place of residence.

**i) Physician:** physical person who suitable qualified and legally licensed to practice medicine in the country where treatment is provided. If the Insured person calls on the services of persons who are legally authorized to exercise dental medicine in the country where the treatment is provided, these persons are also considered as Physician.

**j) Hospital:** an establishment or institute, which is legally licensed as a medical or surgical hospital/clinic.

**k) Medicines:** Medicines are products delivered by a pharmacy upon prescription delivered by a physician, dentist or obstetrician, practicing within the scope of their license and training.

Non-reimbursable are for example:

- Cosmetics
- Vitamins
- Laxatives (if not on prescript)
- Tonics, medical wines, cod-liver and fish oil products
- Restorative and nutritional products
- Slimming products, Etc.

**l) Home Country:** the country of which the Insured person holds a passport or ID-card.

**m) Foreign Country:** any other country than the country where the Insured person holds his usual residence.
n) **Third Party**: any person, other than the Insured person or one of his/her family members.

o) **Replacement value**: the today’s price for the acquisition of new objects of the same type and quality.

p) **Actual value**: value of the object at the moment the damage occurred.

q) **Market value**: market price for the sale of the objects in state the objects were in immediately before the damage.
2. Duration of the insurance contract

The Insured person contract is concluded for the duration of the EM project, commencing on the inception date mentioned in the Particular Conditions of the insurance contract. Cover takes effect at 00:00H on the inception date but not earlier than the time the Insured person starts his journey from his/her home address to participate in an EM project. An extension of 2 months prior and after the official project period (usually ending with the graduation ceremony) is granted when the actions taken during this period are related to an activity of the EM project. This extension period is excluded for additional Insured persons.

If the Insured person is no longer able to attend an EM project, due to health conditions and the conditions allow the Insured person to be repatriated, the Insurer or Service Center can decide to repatriate the Insured person. If for any reason the Insured person disagrees with this decision, this insurance ends from the date of the disagreement.

3. Termination of the insurance contract

This insurance policy can be terminated on the following conditions:

- **By the Policy holder:** by registered letter:
  - On the expiry date with minimum 3 months prior notice;
  - Related to a claim, within 30 days after the insurer has taken his final position;
  - After notification of a premium increase or alternation of the conditions at least 4 months before the expiry date, with minimum 3 months prior notice. The insurance policy will end at its normal expiry date.
  - After notification of a premium increase or alternation of the conditions less than 4 months before the expiry date, within 3 months following the mailing date of the notification. The insurance policy will end at its normal expiry date.
  - In case of bankruptcy of the policy holder.

- **By the Insurer:** by registered letter, unless otherwise specified in the particular conditions
  - On the expiry date with minimum 3 months prior notice;
  - Related to an event where the Policy holder deliberately has given a misinterpretation of facts of has failed to notify the Insurer of important information, of which, if it was known, could have influenced the decision of the Insurers risk assessment. The Insurer will end the contract on the date mentioned in the registered letter with a minimum of 30 days prior notice.
  - Related to a significant aggravation of the risk, a set out in Article 7 of these General Conditions;
  - After a declared Accident, covered or not, but at least 30 days following the payment of the compensation or refusal by the Insurer;
  - In case of non-payment of the premiums as stated in Article 5 of these General conditions.
4. Territorial limits

The cover of this insurance contract is valid worldwide during the period the Insured person is participating in the EM project.

In the event of a temporary return to the Insured person’s Home Country the cover for medical expenses and Urgent dental treatment remains valid during a maximum period of 4 consecutive weeks starting from the arrival date in the Home Country.

Accidental Death and Permanent Disability caused by Accident are covered worldwide, whether or not the Accident is attributable to the trans-national EM project activity.

5. Premium

a) Terms of premium payment: the premiums, plus taxes and contributions, are indivisible and must be paid by the Policyholder.

   Premiums are payable upon presentation of the receipt or premium advice note. Premiums should always be paid in the currency mentioned on the receipt or premium advice note. If the premium is not paid in the correct currency all exchange and bank costs will be at the expense of the Policyholder.

   If the premium is not paid directly to the Insurer, the premium payment will be released when it is made to the insurance intermediary who is in possession of the receipt issued by the Insurer or which occurred at the conclusion or in the performance of the insurance agreement.

b) Non-payment of the premium: if the premium remains unpaid, the Insurer may suspend or terminate the insurance contract if the Policyholder has been notified by bailiff or registered letter.

   The suspension or cancellation of the insurance contract begins after 15 days from signing of the bailiff or the post office stamp date on the registered letter.

c) Suspension or cancellation: has only effect after the expiration of the fore mentioned period of 15 days.

   In case of suspension the insurance contract can only be re-activated after receiving the full due premium loaded with interests and costs made by the Insurer. During the suspension the Insurer is freed of his obligations.

   If the due premium is not paid within the period of 15 days the Insurer may cancel the insurance contract if he has reserved this right in the bailiff or registered letter. The cancellation is effective in 15 days counting from the date of the suspension notice.

   If the insurer has not reserved the right to cancel the insurance contract in the suspension notice, cancellation can only be implemented after issuing a new suspension notice following point b above.

d) Right to claim premium: The suspension of the cover does not affect the Insurer’s right to claim any premiums still due, on the condition that the Policyholder has been defaulted as stated above.

   However, the Insurer's right is limited to the premiums for two consecutive years.
6. Description of the risk

The insurance contract is concluded and the premiums are based on the information received by the Policyholder who is obliged, both at the conclusion and during the life of the insurance contract, to provide the insurer with all valuable information that may be of influence on the risk assessment.

7. Aggravation of the risk

The Policyholder shall, without delay, inform the insurer of any signficante and permanent change of the risk.

- If, during the policy period, the risk has increased to such an extent the Insurer would have Insured person the risk at different conditions, if this risk level was known before the signing of this insurance contract, the Insurer can propose the modification of this insurance contract, within a period of 1 month after the new risk level is known by the Insurer, with retro-active effect to the inception date of the risk.

- If the Insurer furnishes proof the risk would not have, under any circumstances, been written if the increased risk was known before the signing of the insurance contract, he is entitled to cancel the insurance contract or propose new conditions within 1 month after the new risk level is known by the Insurer.

If the proposed change of conditions are rejected or not accepted by the Policyholder within a period of 1 month starting from the receipt of the said proposal, the Insurer has the right to cancel the insurance contract within 15 days. In the event a claim occurs during this period and the Policyholder has not complied with the obligations stated in paragraph 1 of this article:

  a) The insurer is obliged to provide the agreed services if the Policyholder gives proof he cannot be held responsible for the failure to notify;

  b) If the failure to notify the new risk level can be attributed to the Policyholder, the provided services are reduced in proportion to the difference between the paid premium and the premium that should have been paid if the Policyholder had properly reported the risk level.

- In the event the Insurer furnishes proof of the fact he would not, under any circumstances, have written this increased risk, he is only obliged to refund the paid premium for the period after cancellation of the insurance contract. Premiums paid for the period before the increased risk level was notified to the Insurer are not refundable and remain in possession of the Insurer as compensation for damages caused.

8. Applicable Law – Statute of Limitations

The insurance contract is governed by the Belgian Insurance Law of the 4th of April 2014.

All disputes arising from this contract, which cannot be resolved amicably, shall be submitted to the exclusive jurisdiction of the courts of Brussels.

In accordance with the Belgian Insurance Law, any insurance claim arising from this insurance contract must be brought within three (3) years from the date of the event giving rise to it.
9. Claims

1. Reporting a claim.

Claims should be reported as soon as possible to the Claims Handler. For this purpose the claims form should be completed according the instructions and be returned to the Claims Handler together with the original and detailed invoices, billing notes and all supporting documents. The right to compensation will expire 3 years after the date the damage occurred. The same applies for legal claims by a beneficiary, in this case the 3-year period commences on the date the beneficiary is made aware of the existing of the agreement or of his capacity as beneficiary under this insurance contract and of the incident that caused the insurance services to be eligible.

2. Complementary reimbursement.

If the damage or expenses are also covered by another insurance contract or reimbursable by Social Security (Health Fund), this insurance cover will only apply to complement the cover in other policies or schemes up to the limits mentioned in this insurance policy or 100% of the made expenses.

3. Subrogation.

For any payment under this insurance contract, the Insurer will be subrogated to all rights and demands the Insured person may claim concerning recovery against any third party. The Insured person is obliged to give his full cooperation to secure this right.

4. Dispute and expertise.

In the event an Insured person does not agree with a medical decision this should be reported to the Insurer within 15 days after notification of the decision. The dispute will be submitted on contradiction to a panel of minimum 2 expert Physicians, one designated by each involved party.

If this panel does not reach an agreement, they designate, in consensus, another expert Physician whose role is to provide a decisive answer. If the panel cannot appoint an expert Physician in consensus, the designation will be done by the Court of First Instance in the country of the Head Office from the Insurer on appeal of the plaintiff.

Each party carries the cost of his own expert physician; the fee of the arbitrary expert Physician is carried by all involved parties at equal shares. The same principle will apply for fees of any expert they appeal.
10. **Obligations of the Insured person**

The Insured person is obliged to:

- Supply the Insurer or Claims Handler as soon as possible with all relevant documents and particulars;
- Keep the Insurer or Claims handler informed of all new facts and developments in the case;
- Take all reasonable measures and precautions to minimize the damage and the consequences for the Insurer;
- Give his full cooperation to the claims settlement and withhold every action that may harm the insurers’ interests. If these obligations are not fulfilled, and results in a disadvantage for the insurer, the insurer has the right to reduce the reimbursement amount with this disadvantage.

The Insured person loses his right to reimbursement, taking into account of the circumstances in which the event occurred or in respect to any other component of the claim when:

- The Insured person has given a misrepresentation of the facts and/or made a false statement;
- The Insured person withholds information which he/she could have, or reasonably should have, known this information might be important to the Insured person in respect of a claim assessment.

11. **Exchange Rates**

All claims will be reimbursed to the Insured person in EURO. The date used for the exchange rate will be the same date mentioned on the invoice. The rate used will be the official interbank rate.

12. **Notifications**

All notifications on the insurance policy will be made regularly to the Policyholder's last known address. The Policyholder or Insured person are obliged to inform the Insurer of any changes in name and/or address mentioned in the policy conditions or on certificates. The Insurer must also be notified in case of death of one Insured person parties. The Insurer cannot be held responsible if the Policyholder and/or Insured person fail to notify such events.
13. General Exclusions

The insurer not obliged to intervene in case of:

a) Intentional acts of the Insured person or beneficiary designated in this policy
b) Suicide or attempted suicide. However, remain Insured person the repatriation of the corps from the place of death abroad to the place of burial in the Home country, up to maximum € 5,000, as well as the cost for the coffin up to maximum € 1,500;
c) Excessive use of alcohol, drugs and/or Medicines or narcotics not prescribed by a Physician;
d) The effects of nuclear or atomic incidents or radiation;
e) War, strike, or civil unrest and civil war. Acts of collective violence and serious threat to the above mentioned elements, unless the Insured person proves there is no causal link with the damage-causing event;
f) Criminal acts committed by the Insured person as perpetrator, co-perpetrator or accomplice.
g) The possession and/or use of weapons of any kind by the Insured person.
h) Sports:
   • Professional sports
   • Dangerous sports such as:
     - Preparation for or participating in speed races with motorized vehicles (including cars, boats, any other motorized vehicles)
     - Delta flying, parachuting, paragliding, etc.
     - Equestrian competitions
     - Glacier trips without a guide, mountaineering, climbing
     - Rugby
     - Fighting sports, except judo, semi-contact karate, jiu-jitsu, aikido
     - Sport activities where the circumstances can be considered as rash acts, such as non-execution of the regulation and/or safety measurements
14. Reimbursement of medical expenses

1. Medical expenses following Illness, Accident or pregnancy

The Insurer reimburses the necessary medical expenses of medical treatments related to a covered Illness or Accident:

Outpatient treatment:

- Costs for medical treatment and medical examination;
- Medication on prescription, used during the period of cover. For a longer use, prior written approval from the Insurer should be obtained;

Special obligations in case of a Hospital admission:

In case of admission in a Hospital, it is necessary to call the Service Centre before or, if not possible, as soon as possible after the admission, so that, in agreement with the Insured person or his/her representative and the treating Physician, and if possible the family doctor, the necessary measures can be taken in the best interest of the Insured person.

Inpatient treatment (hospitalization):

- Hospital stay in a semi-private room, or ward, during a maximum of 365 consecutive days;
- Surgical costs;
- Transportation costs, by ambulance, from the place of incident to the nearest Hospital, or to another Hospital is this medically necessary or on doctor's prescription. Costs for all other private- or public means of transport are excluded;
- First prostheses needed due to a covered Accident under this insurance contract.

Pregnancy:

- Medically necessary costs of pregnancy and childbirth, for mother and newborn child, based on recognized medical and scientific consideration, prescribed or imposed by a Physician;
- Medically necessary costs for sterilization or abortion, prescribed or imposed by a Physician, and carried out in a Hospital;
- The costs for a voluntary abortion as a consequence of a rape, carried out in a Hospital.

2. Physiotherapy and psychotherapy

The Insurer reimburses the physiotherapy and psychotherapy expenses provided this treatment is prescribed or imposed by a Physician and related to a covered Illness or Accident:

Physiotherapy:

The reimbursement will be attributed for a maximum of 12 consultations/treatments over a maximum period of 12 months starting at the occurrence date of the Accident or the date the Illness is diagnosed. Reimbursement of an extended treatment period can only be obtained after prior approval by the Insurer.
Are excluded:

- Speech therapy;
- Work and occupational therapy;
- Pre- and post-natal gymnastics;
- Sports massage
- Expenses linked to the rental or purchase of apparatus.

**Psychotherapy:**

The reimbursement can only be obtained if the treatments are executed by a Psychiatrist or Psychologist and will be attributed for a maximum of 9 consultations/treatments over a maximum period of 12 months starting at the occurrence date of the Accident or the date the illness is diagnosed.

Reimbursement of an extended treatment period can only be obtained after prior approval by the Insurer.

3. **Dental treatments**

The Insurer reimburses the expenses for dental treatment based on the acute medical necessity and up to a maximum amount of 400 EUR per Insured person and per insurance year.

If the dental treatment is a consequence of a covered Accident, the real costs will be reimbursed for a maximum treatment period of 365 consecutive days.

Hereby is solely understood:

- The fees for dental treatment executed by a recognized dentist;
- X-rays, prescribed or imposed by the treating dentist, and made in connection to the injury;
- Medication prescribed by the treating dentist;
- Necessary dental prostheses;
- Reparation or replacement of a denture or artificial elements of denture.

4. **Exclusions relating to health care**

In addition to the General Exclusions and the Definitions, there will be no reimbursement for:

- Expenses for conditions existing before, or conditions of which the Insured person should reasonably have been aware of at the inception date mentioned on the Insured person’s insurance certificate.
- Pregnancies (and childbirth), at the stage of more than 6 months on the inception mentioned on the insurance certificate;
- Contraception;
- Fertility tests and fertility treatments;
- Cosmetic surgery, except if caused by a covered Accident;
- Acne treatments, unless it is a matter of mutilation as result of a covered Accident, Illness occurred during the Insured person period;
- The development and/or appearance of any form of hernia in whatever way;
- Expenses related to contaminations or epidemics whose treatment is paid or imposed by the authorities (for example: such as tests, quarantine measures, vaccines and vaccination costs);
- Non-urgent dental care and dental cleaning, yearly dental check-up;
- Medical examinations related to the issuing of medical certificates.
15. Assistance related to the Insured person

1. Obligations.

The assistance benefits stipulated in this insurance contract are Insured person by Europ Assistance. The organisation and the execution of the mentioned services have been entrusted to Europ Assistance (further called the Service Centre).

2. Specific conditions concerning Assistance services.

The assistance benefits are Insured person by the insurer. The organisation and the execution of these services have been entrusted to the Service Centre. The implementation, by the Insured person or one of his family members, of one of the services described in here under can only give rise to reimbursement if the Service Centre has been notified and given its explicit approval for the means to be used. The costs incurred will only be reimbursed after presentation of the necessary invoices and supporting documents and within the limits of its commitment. Only additional costs, except those which the Insured person would normally incur for its return to his/hers Home country, are taken at charge.

If the Service Centre has organised the return trip of the Insured person, the Policyholder, the Insured person or his beneficiaries are obliged to refund the amount for transport tickets, paid by the Claims Handler, which were not used to the Service Centre within a maximum of 30 days after the ticket were issued. A surety will be asked.

Once the Service Centre expressed its approval for the change of means of transport or destination, these become contractually established, the financial participation of the Insurer will never be higher than the amount mentioned on the original contract of transportation.

In case the Claims Handler pays for the accommodation expenses, they will only reimburse the cost for the renting of a room, within the limits mentioned in the schedule of benefits, excluding all other costs.

The Service Centre can only intervene within the limits of the agreement, which were granted by the local authorities; it may in no case take the place of local organisations for the provision of first aid services, and therefore not bear the inherent expenses.

The Service Centre, the Claims Handler or the Insurer cannot be held liable for the faults or the wrong execution of its obligations as a consequence of circumstances outside his own control such as civil war or war with a Foreign country, revolution, popular rebellion, insurrection, strike, sequestration or constraint by the local authorities, official prohibition, detonation of explosives, nuclear or radioactive effects or climate obstructions.


3.1. Repatriation or medical evacuation of the Insured person.

If the event of an Insured person being hospitalized due to Illness or Accident occurring outside the Insured person’s Home country, and the Service Centre’s medical team considers it is necessary to transfer the Insured person to a better skilled medical center, or a medical center in the Home country the Service Centre organizes and the Claims Handler funds the cost of:

a) Immediate repatriation of the Insured person to its place of residence, if a suitable medical center in the immediate vicinity cannot be found and if the necessary treatment can be postponed;

b) Transportation to a local care center or a neighboring country where necessary medical care can be provided. Or in last resource repatriation to the Insured person’s Home country;

Depending on the severity of the case, the repatriation can be carried out under medical supervision by the following means of transport:
a. Air ambulance
b. Regularly schedule flight, train, sleeper train, ship or ambulance
c. Any other suitable form of transport depending on medical risk and the circumstances of the repatriation

The decision regarding the means of transport and medical center is taken in consideration of the well-being of the Insured person and is determined by the Service Centre’s medical team.

Repatriations carried out without prior approval of the Service Centre will not be reimbursed by the Claims Handler.

3.2. Repatriation of transportation of the mortal remains.

In case of the Death of an Insured person, the Service Centre organizes the transportation of the mortal remains and the Claims Handler reimburses the expenses of:

- The transport of the mortal remains from the place of death to a place of burial or cremation in the Home country of the Insured person, including the costs for coffin (basic model) necessary for the transport as well as the costs for burial or cremation. In case of suicidal death the reimbursement is limited to max. € 5,000;
  - or:
- The costs for burial or cremation on the spot.
- The travel and accommodation costs (max. 3 days) for family members (partner, children, parents, brothers, sisters, grandparents or grandchildren) of the deceased Insured person. Limited to the amount which would have been reimbursed in case of transportation of the mortal remains.

However the reimbursement is limited to the maximum amount stipulated in the benefits list.

3.3. Early return in case of death of a relative

In case of death or mortal danger of a family member (partner, children, parents, brothers, sisters, grandparents or grandchildren) of the insured person, not travelling with or accompanying the Insured person, the Service Centre organizes and the Claims Handler reimburses the costs for additional travel and accommodation of the insured person, exclusively incurred in order to reach his/her usual place of residence, for a maximum of 7 days, and return to his/her original destination.

3.4. Sending essential medication

The Service Centre organizes the search and disposal of essential Medicines of medical appliances, prescribed by a Physician, not locally available.

The sending depends on the availability of transport means and according to the local and international laws. If the requested Medicines or medical appliances are not covered under this insurance contract, the Claims Handler will recover the expenses, including eventual clearance fees, by the Insured person.

In any case prior approval of the Service Centre is essential.

3.5. Search and rescue

The Service Centre will reimburse the costs for search for, rescue of, shelter and transportation made to secure the Insured’s life or physical integrity on condition the action is led by the local authorities or by an official relief organization. The provision of this service is only applicable insofar the destination of this trip was not strongly discouraged by the authorities.
3.6. **Legal Assistance abroad**

When the private rights or interests of the Insured person are at risk, due to incidents occurring during the stay abroad, with the exception of losses as a consequence of the possession, the owning or the use of a motorized vehicle, other than motorized wheelchairs for handicapped persons, the Insured person can claim a reimbursement for the costs incurred for legal assistance, within up to the maximum amount mentioned in the reimbursement schedule, and only in relation to the:

- Recuperation of material and immaterial losses following a physical injury sustained by the Insured person for which is liable according the local legal provisions;
- Legal defense of the Insured person in case the Insured person is issued in court for his private liability, according to the local legal provisions, for losses inflicted to third parties, or after being found guilty for involuntary offence of the local laws.

Reimbursable are the costs for the necessary legal assistance or those incurred by the Service Centre, in so far the costs cannot be recuperated from a Third party, namely:

- The costs linked to an investigation and of handling the case;
- The cost linked to calling in lawyers, bailiffs, witnesses and experts;
  
  In the United States of America and Canada, the lawyer fees cannot be charged on the insurer if the lawyer is treating the case on a no cure – no pay basis. In this case it should be considered that the fees are included in the compensation for prejudice;
- In agreement with the Service Centre, the costs incurred by the Insured person for accommodation and travel. Travel costs will be reimbursed following the common tariffs for public transport in economy class. The accommodation expenses will be limited to the maximum amount mentioned in the reimbursement schedule under the item “Travel and accommodation expenses for family members”.

Upon request of the Insured person and provided there is sufficient guarantee, the Claims Handler will provide an advance limited to the maximum amount mentioned in the reimbursement schedule for:

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

A similar advance or bail will be considered as a loan to the Insured person, which amount in total is due to the insure as soon as the amount of bail is paid back to the Insured person in the case of legal proceedings being dropped, there is a verdict of not guiltiness or otherwise within 30 days after the date on which the competent tribunal has pronounced the verdict.

Reimbursement to the insurer should be in any case not occurring later than 30 after the advance has been made or the bail has been posted. A surety will be asked.

Additional to the General Exclusions and the Definitions, there will be no reimbursement for:

- Damage or expenses following cases known or reasonably should have been known – by the Insured person prior to the inception date mentioned in the insurance certificate;
- Costs (including the costs linked to calling in a lawyer or an expert) which are not prior approved by the Insurer or Service Centre;
- Any case where the interest at stake is below € 250;
- In case of malice, serious culpability or negligence on the part of the Insured person;
- The costs caused by omissions or faults of the Insured person in relation to the treatment of the case.

If the Insurer or service center communicate to the Insured person that further treatment of the case has no reasonable chance of success, from that date the Insured person can no longer make any claim for coverage except for the settlement of the dispute.
**Settlement of a dispute:**

In the event of difference in opinion between the Insured person and the insurer on the result to be expected, or in the way of handling the case, the Insured person can, in agreement with the insurer to charge on his account, submit the case to 1 lawyer of the Insured person’s choice who is expert in the field in question.

This has to be done as soon as possible, but at least within one month after the Insurer has communicated his opinion on the result to be expected or on the way of handling the case, which is contested by the Insured person. Should the appointed lawyer confirm the insurer’s decision, then the Insured person can only proceed with the case at his own expense. If the lawyer states that the Insured person’s contestation is fully or partly vindicated, the costs will be reimbursed, to the maximum amount stipulated in the schedule of benefits, by the insurer.

If the Insured person loses confidence in the appointed lawyer he can, at the insurer’s expense, transfer the case to another lawyer of his choice, under the condition the insurer shares the point of view of the Insured person.

**3.7. Travel accommodation expenses for family members**

The Service Centre organizes the travel and accommodation for:

- The urgent return of the Insured person in case of death, hospitalization in a life threatening or critical condition of a family member;
- The necessary presence of 1 family member in the event the Insured person is hospitalized in life threatening or critical condition. This service will be only applied if the Insured person has not deceased before the time of departure of the family member.
- The necessary presence of 1 person or 1 family member to accompany the Insured person in case of an emergency evacuation or repatriation of the mortal remains;

**3.8. Theft and loss of identification documents and travel tickets**

The Claims Handler reimburses the costs related to a covered claim and up to the maximum amount in the schedule of benefits

- In the event of loss or theft of travel documents and after reporting this event to the local authorities
- In case of theft of identity documents, passports, visas, driver license, insurance papers, etc., and after reporting this event to the local authorities

Under penalty of decline of cover, the insured person has to report the loss or theft to the local authorities

**3.9. Translation costs**

The Claims Handler reimburses the translations costs, related to a covered claim and up to the maximum amount in the schedule of benefits, of an interpreter or translator appointed by the Insured person for the defense of its interests.

**3.10. Terrorism – Natural Disasters – Epidemics**

**Terrorism:**

In the event of a terrorist attack in the country of destination, if the Insured person cannot undertake the planned return journey on the planned date, the Claims Handler pays for the justified hotel costs for the extension of the stay up to € 125/day for a maximum of 10 consecutive days.

The Claims Handler also pays for the costs for the re-booking of the flight tickets if the Insured person cannot return with the originally planned flight.
The Claims Handler will also compensate, within the limits of the Insured person amount, the medical costs abroad of the injured Insured person and organizes, within the limits of the available means, the repatriation of the injured Insured person.

**Natural disasters and epidemics**

In the event of a known natural disaster (such as flood, landslide, earthquake, storm, bush fire, ...) or an epidemic in the country of destination, the Insured person is unable to undertake the return journey on the planned date, Claims Handler reimburses the extra justified hotel costs for the extension of the stay up to € 125/day for a maximum of 10 consecutive days.

The Claims Handler also pays for the costs for the change of the flight tickets if the Insured person cannot return with the originally planned flight.

The Claims Handler will also compensate, within the limits of the Insured person amount, the medical costs abroad of the injured Insured person and organizes within the limits of the available means, the repatriation of the injured person.

**Exclusions:**

The consequences of terrorist attacks or epidemics, if in the country of destination such an internationally recognized incident took place within 30 days before the reservation of the trip.

3.11. **Extension of stay due to weather conditions**

In the event of unfavorable weather conditions, the airline is unable to provide the return journey on the date stated on the ticket, the Claims Handler compensates the justified costs of the extended stay to a maximum of € 150/person.

An attestation issued by the airline must be presented.

3.12. **Hi-jack – Kidnap – Detention**

The Claims Handler will reimburse up to € 200 for each 24 hour period if the aircraft or sea vessel or other means of transport in which the Insured person is travelling is hijacked on the original, pre-booked, outward or return journey for a period over minimum 24 hours.

The intervention will however be limited to € 125 000 per event or group.

4. **Specific exclusions related to Assistance.**

In addition to the General Exclusions and the Definitions, there will be no reimbursement for:

- Expenses for conditions existing before, or conditions of which the Insured person should reasonably have been aware of at the inception date mentioned on the Insured persons insurance certificate;
- Pregnancies (and childbirth), at the stage of more than 6 months on the inception mentioned on the insurance certificate;
- Interventions when a trip is undertaken In order to receive medical treatment of any kind;
- Infractions which the Insured person commits voluntarily against the laws of the country in which he/she is located.
**Accident**

16. **Permanent Disability, Accidental Death, Death by Suicide**

1. **Permanent Disability:**
   
   This cover guarantees payment of the benefits mentioned in the schedule of benefits, in case of permanent physiological disability of the Insured person related to a covered Accident. The insurer shall by joint agreement between the Physician appointed by the insurer and the Physician appointed by the Insured person, pay the lump sum mentioned in the schedule of benefits, related to the determined level of disability in accordance with the Official European Scale of Invalidity.

   The level of disability is determined from the time of consolidation of the degree of disability of the Insured person, but latest after a 2 year period starting from the accident date.

   No compensation will be granted for a pre-existing disability of the Insured person prior to the accident. Except for all injuries to limbs or organs that were already deficient, in this event the compensation will be calculated based on the difference in the condition of the limb or organ before and after the covered accident.

   The assessment of any injury of a limb or organ cannot be influenced by the already deficient condition of any other limb or organ.

2. **Accidental Death:**

   In the event of accidental death of an Insured person, this cover guarantees the payment of the amount mentioned in the schedule of benefits, latest after a period of maximum 3 years following a covered accident.

   The Insurer pays to the designated beneficiary stipulated in this insurance policy or, in absence, to the legal heirs, with exception of the State, the lump sum stipulated in the schedule benefits.

   If in respect to the same Accident, a benefit for Permanent Disability has been paid this amount will be deducted from the lump sum payable in case of accidental death.

   In the event the mortal remains of the Insured person is not recovered, after a plane crash, a shipwreck, the destruction of a transport vehicle or the disappearance of an airplane, ship or other transport vehicle, if has been is no news of crew members within a period of 3 years following the date of destruction or disappearance, it will be assumed the Insured person has died from the consequences of the Accident at the time of the destruction or disappearance.

3. **Death by Suicide:**

   In the event of suicidal death of the Insured person the Insurer will only cover for the transportation or the burial or cremation in situ for the mortal remains of the Insured person.

   In the event of Death by Suicide not lump sum payment will be granted.
17. Civil Liability – Private Life (Belgian Royal Decree January 12th, 1984)

1. Subject:

   The object of Civil Liability is to cover the Insured person against extra-contractual liability and tenant liability in personal life: the insurer covers the Insured person against the financial consequences resulting from the extra-contractual liability, as well as tenant liability, incumbent on the local legal prescriptions, for the damage caused to third parties in the Insured person’s private life.

   Damage should be understood as bodily injury, property damage, immaterial damage such as unemployment, loss of profit, deprivation of use or enjoyment, moral damage, under the condition that the damage arises from corporal or material damage covered under this insurance contract. Immaterial damages not arising from corporal or material damage are excluded.

   The cover is granted, per claim and per insurance year, up to the maximum amount mentioned in the schedule of benefits. For US and Canada different amounts do apply. Tenant liability remains excluded in the US and Canada.

2. Extent of the guarantees in time:

   The cover only applies within the contractual inception and expiry date, mentioned on the Insured person’s insurance certificate and extents to claims occurred within this Insured person period but claimed within a period of maximum 3 years after the expiry date of this insurance contract.

3. Specific scope of stipulated risks:

   a) Is covered the damage caused by the Insured person and for which he/she is liable.

   b) Real estate and its content:

      I. Is covered the damage, apart from damage mentioned in point II hereafter, for which the Insured person is liable and is 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 1 to 6 above.

      II. If the Insured person is liable, is covered:

         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, 1 and I, 4 above and its contents that do not belong to an Insured person.

c) Means of transport and travel:

1. Is ensured 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 person 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;

4. Obligations of the Insured person in case of damage:

The Insured person shall be obliged to:

- 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;

- 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.

5. Conduct of a 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.

6. Intervention in the administration of justice:

- 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.
• 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.

• 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.

• 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.

• 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.

7. Personal right of the Insured person 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.

8. 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.

9. Payment of compensations for damages:

The maximum amounts per case of damage, which the company can be obliged to pay, are determined by the amounts indicated in the assistance card document 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 person 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.

10. Exclusion relating to Civil Liability:

In addition to the General Exclusions and the Definitions, there will be no reimbursement for:

• The damages falling under the extra-contractual civil liability subject to a legally compulsory insurance;
• The damage caused by the use of an aircraft which is owned, has been rented or used by the Insured person;
• Damages caused by the use of sailing boats with a weight of more than 200 KG and motorboats which are owned, has been rented or used by the Insured person;
• Damages caused by practice of hunting activities as well as 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, 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.
OPTIONAL Insurance

18. Baggage and Household furniture

1. Subject:
The subject of this optional insurance is to cover the Insured person against damage occurring to:

- Baggage, travel documents and study materials (related to the EEM project) during travel periods, up to the maximum amount stipulated in the schedule of benefits;
- Household furniture, travel documents and study materials (related to the EEM project) during the Insured person’s stay abroad, up to the maximum amount stipulated in the schedule of benefits;

Following risks are covered:

- Loss of the Insured person’s goods registered with a travel company;
- Theft of all or a part of the Insured person's goods;
- Destruction or damage to the Insured person’s goods;

2. Insured person goods:
Goods covered are:

- Baggage: objects the Insured person has taken along for personal use or which, during the period of insurance mentioned on the Insured person person’s insurance certificate, have been dispatched before or after this period to the place of residence abroad, as well as the goods the Insured person buys for his own use during the period of insurance mentioned on the Insured person’s insurance certificate, for the maximum amount mentioned in the schedule of benefits;
- Travel documents: passports, ID-cards, visas, travel tickets, driver’s license as well as documents in connection with vehicles such as insurance papers, registration card, etc.;
- Study materials: books, syllabi, materials and instruments, special clothing necessary for the use during the EEM project. Also covered are: loaned books, property of the school, university or public library as well as rented goods and instruments for the use on and related to the EEM project under the responsibility of the Insured person as far as they are not Insured person by the owner of the goods.
- Household furniture: all movable goods belonging or under the responsibility of the Insured person which under normal circumstances are considered as household furniture, and which are, during the Insured person period mentioned on the Insured person person’s insurance certificate, located at the address of residence of the Insured person abroad.

3. Baggage delay:
In the event of late delivery of baggage of minimum 6 hours after the arrival at the travel destination of the Insured person, the Claims Handler reimburses the expenses for the purchase of the first requisites (necessary clothing and toilet items), up to the maximum amount mentioned in the schedule of benefits.

4. Household furniture:
Household furniture is covered against the following damages:

- Fire;
- Explosion;
- Lighting strike, induction and overloading as a result of lightning;
5. **Damage compensation:**

Values used as basis for the calculation of the compensation:

- Travel documents: the real cost for obtaining the new documents;
- Baggage and household furniture:
  - The replacement value: for objects not older than 1 year;
  - The actual value: for objects older than 1 year and for object belonging to the landlord,
- Objects that cannot be replaced by new ones of the same type and value: the market value;
- Damaged objects which are reasonably suspected suitable of being repaired: the repair cost.

Compensation will be made by following the “first risk” principle, which means without any proportionate rule. In case of baggage lost, damaged or delayed by the carrier, the reimbursement will only be carried out if the Insured person provides the original documents in form of pa Property Irregularity Report (P.I.R) from the carrier stating the baggage was lost, damaged or delayed, and indicating the tile of actual arriving.

6. **Exclusion relating to Baggage and Household Furniture:**

In addition to the General Exclusions and the Definitions, there will be no reimbursement for:

- Any item confiscated or detained by customs or any other local authority;
- Prejudices caused by or which are the consequence of imprisonment, confiscation or seizure of the means of transport in which the Insured person goods are carried;
- Loss or theft of baggage, not reported to the local authorities, within 24 hours after discovery and supported by a stamen of the local authorities;
- Theft of baggage when left unattended, other than locked in appropriate locked compartment or locked out of sight in the boot of a motor vehicle;
- Vessels (with the exception of sailboards), aircrafts (including Delta-planes and gliding equipment), motor vehicles (including 2 wheeled motor vehicles), camping cars, E-bikes, and other vehicles (excluding bicycles) as well as accessories thereof, parts and/or attachments;
- Wear and tear, depreciation, vermin, internal mechanical or electric breakdown, any gradually operating cause (like humidity, cold or heat), any process of cleaning, repair, restoration or alteration;
- Damage caused by insects, worms, maggots, rodents or any other parasite;
- Bumps, scratches, stains and other deterioration, unless damage to the object became unfit for normal use;
- China, sculptures, paintings, art and other breakable objects, unless the damage was the consequence of fire, theft or transport damage;
- Loose natural pearls and precious stones;
- Breakage of strings and ripping of skins on musical instruments;
- Stamps, coins, and similar collections;
- Animals;
- Valuables (cash, money, post- or bank payment orders, letters of credit or debit) not in possession of the Insured person or not locked away in a safe.
Making a complaint

We strive to offer you the highest level of service. However, in case of dissatisfaction you must first send your complaint by mail to the following address:

INTERNATIONAL COMPLAINTS
P. O. BOX 36009
28020 Madrid, Spain
complaints@roleurop.com

We will acknowledge receipt of your complaint within 10 days unless we can directly provide an answer. We commit to provide a final answer within 2 months.

If you are not satisfied with the way Your complaint was handled, you can send a written notification to:
The Compliance Officer (compliance officer)
Europ Assistance S.A. Irish Branch
4th Floor, 4-8 Eden Quay,
Dublin 1, Ireland, N5W8 D01
E-mail: complaints_eaib_fr@roleurop.com

If no solution has been found, you can then contact the Ombudsman:

La Médiation de l’Assurance
TSA 50110
75441 Paris Cedex 09
http://www.mediation-assurance.org/

Privacy Notice

The purpose of this privacy notice is to explain how, and for what purposes, we use your Personal Data as data subject. Please read this privacy notice carefully.

1. Which legal entity will use your Personal Data

The Data Controller is Europ Assistance S.A Irish branch., whose primary place of business is located on the 4th Floor, 4-8 Eden Quay, Dublin 1, D01N5W8, Ireland, the branch being registered with the Irish Companies Registration Office under number 907089. Europ Assistance S.A. is a company regulated under the French Insurance Code whose registered head office is 1, Promenade de la Bonnette, 92230 Genevilliers, France, a société anonyme registered in the Nanterre Commercial and Companies Registry under number 450 366 405.

If you have any questions concerning the Processing of your Personal Data or if you want to exercise a right in respect to your Personal Data, please contact the DPO at the following contact details:
2. **How we use your Personal Data**

The Insurer will use your Personal Data for:

- insurance underwriting and risk management;
- policy underwriting and administration;
- claims handling;
- data sharing for fraud prevention purposes

The Insurer is entitled to process your Personal Data on contractual requirement basis.

3. **Which Personal Data we use**

Only Personal Data strictly necessary for the above-mentioned purposes will be processed. In particular, the Insurer will process:

- Name, address and identification documents
- Information related to pending criminal procedures
- Bank details

4. **With whom we share your Personal Data**

We may share such Personal Data with other Europ Assistance companies or with the companies of the Generali Group entities, external organizations such as our auditors, reinsurers or co-insurers, claims handlers, agents, distributors that from time to time will need to provide the service covered by your insurance policy and all other entities that carry out any technical, organizational and operational activity supporting the insurance. Such organizations or entities may ask you a separate consent to process your Personal Data for their own purposes.

5. **Why the provision of your Personal Data is required**

The provision of your Personal Data is based on your consent and it is necessary in order for us to offer and manage the policy, manage your claim, in the context of reinsurance or co-insurance, to make control or satisfaction checks, to control leakages and frauds, to comply with legal obligations and, more in general, to carry out our insurance activity. If you do not provide Your Personal Data, it will not be possible for us to provide the services under the Policy.

6. **Where we transfer your Personal Data**

We may transfer such Personal Data to countries, territories, or organizations that are located outside the European Economic Area (EEA) and are not recognized as ensuring an adequate level of protection by the European Commission such as, USA. In such case, the transfer of Your personal data to non-EU entities will take place in compliance with appropriate and suitable safeguards in accordance with the applicable law. You have the right to obtain information and, where relevant, a copy of the safeguards adopted for the transfer of your Personal Data outside EEA by contacting the DPO.
7. Your rights in respect to your personal Data

You can exercise the following rights in respect to your Personal Data:

- **Access** – you may request access to your Personal Data;
- **Rectify** – you may ask the Company to correct Personal Data that is inaccurate or incomplete;
- **Erase** – you may ask the Company to erase Personal Data where one of the following grounds applies:
  a. Where the Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
  b. You withdraw consent on which the processing is based and where there is no other legal ground for the processing;
  c. You object to automated decision-making and there are no overriding legitimate grounds for the processing, or you object to the processing for direct marketing;
  d. The Personal Data have been unlawfully processed;
  e. The Personal Data have to be erased for compliance with legal obligation in Union or Member State law to which the Company is subject;
  f. The Personal Data have been collected in relation to the offer of information society services.
- **Restrict** – you may ask the Company to restrict how it processes your Personal Data where one of the following applies:
  a. You contest the accuracy of your Personal Data, for a period enabling the Company to verify the accuracy of your Personal Data; The processing is unlawful and you oppose the erasure of the Personal Data and request the restriction of their use instead;
  b. The Company no longer needs the Personal Data for the purposes of the processing, but they are required by you for the establishment, exercise or defense of legal claims;
  c. You have objected to processing pursuant to the right to object and automated decision-making, pending the verification whether the legitimate grounds for the Company override those of you.
- **Portability** – you may ask the Company to transfer the Personal Data you have provided us to another organization or / and ask to receive your Personal Data in a structured, commonly used and machine-readable format.

Your rights, including the right to object, can be exercised by contacting the data protection officer of the Insurer under: EAGlobalDPO@europ-assistance.com

The request of exercise of rights is free of charge, unless the request is manifestly unfounded or excessive.

8. How you can lodge a complaint

You have the right to complain to a supervisory authority; the contact information for that supervisory authority is provided below:

Belgium
Autorité de protection des données
Rue de la Presse, 35
1000 Bruxelles
Belgique
Tel : +32 (0)2 274 48 00
9. **How long we retain your Personal Data**

We will retain your Personal Data for as long as is necessary for the purposes set out above, or for as long as is required by law.