

CONDITIONS

COMMON STIPULATIONS

1. GENERAL DEFINITIONS

- Company: ATV NV, insurance company recognised under code number 1015, represented by the BVBA PROTECTIONS (CBFA 067380 A). **All correspondence relating to the present policy must be sent to PROTECTIONS, Sleutelplas 6 in 1700 Dilbeek.**
- Policyholder: the natural person or legal entity concluding the agreement with the company.
- Insured: any person to whom the insurance is applicable.
- Country of origin: the country where the insured has his/her permanent place of residence or domicile and/or of which the insured has the nationality.
- Host country: this is the country where the insured will stay temporarily.

2. VALIDITY

The insurance has to be taken out before the arrival of the insured in the host country for a period of 1 year maximally.

The age limit when concluding the contract is 65 years.

3. COMMENCEMENT AND DURATION

Coverage is provided from the moment on which the insured arrives in the host country until the moment on which he/she returns to the country of origin. Consequently, the minimum duration of the insurance must always equal the entire duration of the stay, i.e. from the day of arrival in the host country to the day of departure to the country of origin.

If the insured has to prolong his/her stay for medical reasons or if the period of validity is exceeded on account of unexpected travel-related delays, the insurance remains in force without payment of an extra bonus being required until the earliest possible date of return, with a maximum of 30 days.

However, coverage is provided only as from the day on which the company receives the insurance and on which the premium is paid to the company or the insurance broker.

4. GEOGRAPHIC SCOPE

The insurance is exclusively valid in the Schengen area, the European Community and Switzerland, to the exclusion of the country of origin.

If the insurance policy is taken out for a minimum of 6 months, coverage is also provided for medical expenses during one single visit of 15 days maximally to the country of origin and for the luggage during the outward and return flight.

5. INSURED AMOUNTS

The insured amounts represent the total maximum amount paid out by the insurance company to each insured during the insured period.

6. SUBROGATION

The company enters into the rights of the insured vis-à-vis third parties for the amount of the payments made, except in case of travel accidents.

The insured explicitly declares to have the company enter into his/her rights vis-à-vis the airline company for the payments to which he/she is entitled pursuant to the Convention of Montreal, up to the amount of the payments made.

If subrogation by the company is not possible through the fault of the insured or the beneficiary, the company can claim reimbursement of the amounts paid.

7. REIMBURSEMENT OF PREMIUMS

Reimbursement of premiums is only possible in case of cancellation of the policy before the start of the insurance period.

8. PRIVACY

With a view to the signing and the easy management of the contract, and for that purpose only, the insured gives his/her specific permission for the processing of medical and legal information relating to him/her (act of 08/12/1992 on the protection of privacy).

9. GENERAL EXCLUSIONS

The following damage is excluded from insurance: damage

- ◊ suffered while under the influence of drink, in a state of mental disorder or confusion under the influence of narcotic drugs;
- ◊ caused by a wilful act of the insured or with his/her complicity;
- ◊ caused by suicide or a voluntary suicide attempt;
- ◊ caused by natural disasters or epidemics;
- ◊ caused by ionising radiation other than radiation treatment required for damage that is covered;
- ◊ resulting from war, civil war and terrorism, in which is also included: armed revolt, revolution, riots, attacks and coups d'état (however, coverage remains acquired by the insured during a maximum of fourteen days after the start of the hostilities if he/she is surprised by such occurrences during his/her stay in a non-belligerent country and if the insured can prove that he/she was not actively involved in such occurrences);
- ◊ resulting from already existing conditions, ailments and physical complaints, unless medical proof can be provided of the fact that an external cause generated a sudden change in the condition of the insured or unless there is no causal connection between the already existing condition and the damage that occurred.

10. APPLICABLE LAW - PRESCRIPTION - DISPUTES

The insurance contract is governed by Belgian law.

The imperative stipulations of the act of 25/06/1992 on non-marine insurance contracts and the implementation decrees of this act are applicable to the present contract.

As these stipulations enter into force they lead to the cancellation, replacement or completion of any conditions of the present contract that may be contrary to them.

All claims resulting from the present insurance contract become prescribed 3 years after the date of the occurrence leading to the claim concerned.

Any disputes that cannot be settled amicably can only be brought before the courts having jurisdiction in Belgium.

11. CONTROL SERVICE

Any complaint relating to the contract can be addressed to the Banking, Finance and Insurance Commission (BFIC), Congresstraat 12-14, 1000 Brussels.

Lodging a complaint does not affect the right of the insured to institute legal proceedings.

MEDICAL EXPENSES & ASSISTANCE

1. DEFINITIONS

- ◊ Travelling companion: the person who books joint accommodations with the insured.
- ◊ Family member: any person usually living with the insured and constituting a family with him/her.
- ◊ Family members once and twice removed: husband/wife, the person with whom the insured lives together on a permanent basis, either in law or in fact, any other person who is a part of the family, parents (in-law), brothers (in-law), sisters (in-law), grandparents and grandchildren.
- ◊ Illness: a deterioration of health which is established by an officially recognised physician and which has arisen after the policy has taken effect.
- ◊ Accident: a sudden occurrence the cause of which is not inherent in the insured's organism and which causes bodily injury, established by an officially recognised physician.
- ◊ Physician: Doctor of medicine and/or member of a medical association, legally authorised to practice medicine in the country where the illness or accident and/or their treatment occurs.

2. SKI & SURF, ADVENTURE

The following activities are automatically insured:

- ◊ cross-country skiing, skiing and snowboarding on the appropriate ski runs.

The following activities are always insured, provided that they are organised by a professional and officially recognised organisation, which also accompanies the insured:

- ◊ winter sports activities outside the appropriate ski runs as well as snow-rafting;
- ◊ deep-sea diving with an autonomous respirator, alpinism, canyoning, speleology, benji jumping, wildwater and sea rafting, hydrospeed, off-road driving (4x4, enduro, quad), motorcycling > 50cc, mountain-biking, ballooning, ULM, hang gliding, parachute jumping and gliding.

Are excluded at all times:

- ◊ all sports and physical exercises performed professionally, against payment or within the scope of a competition;
- ◊ bobsleighing, ski jumping, combat sports and hunting wild animals.

All other sports not mentioned above are automatically insured.

3. MEDICAL EXPENSES

The company reimburses the following costs in case of accident and unexpected illness without any known antecedents:

- ◊ medical and surgical fees;
- ◊ the medication prescribed by the doctor in attendance;
- ◊ hospitalisation expenses;
- ◊ costs of local transport (by ambulance if required for medical reasons) to the nearest doctor or hospital;
- ◊ costs of local transport of the travelling companions who are also insured and who wish to visit the insured in hospital, up to a maximum amount of € 75;
- ◊ the costs of physical therapy, after an accident for which coverage is provided, are reimbursed up to a maximum of € 500.

If the insurance is taken out for a minimum of 6 months, coverage is also provided for the medical expenses during one single visit to the country of origin for a period of 15 days maximally.

4. COSTS OF DENTAL CARE

In case of urgent dental care of the natural set of teeth or in case of damage to the natural set of teeth as a consequence of an accident, the costs are reimbursed up to the maximum amount. False teeth, artificial crowns, bridges and the like are not included in the natural set of teeth.

5. DAILY COMPENSATION IN CASE OF HOSPITALISATION

If the insured is admitted to hospital as a consequence of a serious illness or an accident, the company pays € 50 per day during a maximum of 15 days.

6. OTHER COVERAGE/SOCIAL SECURITY

Reimbursement of expenses for medical or dental care will always take place after deduction of any amounts received from the social security institutions of the country of origin of the insured or of any amounts received pursuant to any other compulsory insurance policies taken out by the insured or his/her employer.

Excess: € 25 per case of damage and per insured person.

7. REPATRIATION IN CASE OF ILLNESS OR ACCIDENT

The insured has the obligation to immediately contact the assistance centre and to follow its instructions. Each repatriation for medical reasons required the consent of the company, which will consult with the doctor in attendance.

The company arranges and pays the costs of transport of the insured, with medical assistance if necessary, to the insured's place of residence in the country of origin or to a hospital near the insured's place of residence in the country of origin.

Transport takes place by sanitary aeroplane, by scheduled plane (economy class), by train in first class, by ambulance or by any other appropriate means of transport.

In order to determine the means of transport and the place of treatment, only the medical condition of the insured is taken into account.

The company also arranges and pays the costs of the return trip by scheduled plane (economy class) or by train in first class for the insured family members and one insured travelling companion if the latter is the only one left.

8. REPATRIATION OF MORTAL REMAINS

The company arranges and pays the costs of transport of the mortal remains from the place of death to the place of burial in the country of origin of the insured.

The company also pays the costs of the post mortem treatment and the coffin, up to an amount of € 1.500.

The other costs, in particular those of the funeral service and the burial or cremation, are not paid by the company.

The company also arranges and pays the costs of the return trip by scheduled plane (economy class) or by train in first class of the insured family members once and twice removed and of one insured travelling companion if the latter is the only one left.

9. RETURN TICKET IN CASE OF DEATH OF NEXT OF KIN

If the insured has to interrupt his/her stay as a result of the death of a family member once or twice removed, the company arranges and pays the costs of the round trip by scheduled plane (economy class) or by train in first class of the insured and of 1 insured family member.

10. ASSISTANCE OF THE FAMILY

If the insured is hospitalised during his/her stay in the host country as a consequence of an illness or accident endangering his/her life, and if required by his/her medical condition, the company arranges and pays the costs of the round trip for a maximum of two family members once or twice removed by scheduled plane (economy class) or by train in first class, as well as the hotel costs up to € 75 per person and per night. The hotel costs are paid up to a total maximum of € 1.000.

11. EXCLUSIONS

The following damage is excluded from insurance: damage

- ◊ described in the exclusions of the general stipulations;
- ◊ attributable to an illness or accident which already exists before or at the time on which the contract takes effect, as well as any trip made with the intention of undergoing medical treatment;
- ◊ directly or indirectly caused by mental illnesses or nervous diseases, neuroses, psychoses, rest cures and occupational diseases;
- ◊ caused by pregnancy or disorders occurring during pregnancy, complications or similar circumstances, childbirth and voluntary termination of pregnancy;
- ◊ attributable to tropical diseases, venereal diseases and sexually transmitted diseases;
- ◊ vaccinations, medical check-ups and routine examinations during pregnancy;
- ◊ assistance for mild ailments or injuries that can be treated in the host country and that do not prevent the insured to continue his/her stay, with the exception of the medical expenses;
- ◊ activities carried out by the insured if such activities involve specific occupational or industrial risks;
- ◊ suffered within the framework of bets and challenges, or while participating in races and competitions;
- ◊ suffered while committing crimes or offences, or caused by actions generally regarded as reckless;
- ◊ suffered during air travel, if the insured is part of the crew and performs professional or other activities during the flight which relate to the aircraft or the flight;
- ◊ caused to prostheses, including glasses, contact lenses, dentures, medical appliances, etc.;
- ◊ relating to preventive medicine, plastic surgery and thermal cures;
- ◊ resulting from treatments by homoeopaths, acupuncturists, osteopaths, beauticians and dieticians;
- ◊ services which were not applied for with the company or which were not provided through the intermediary or with the consent of the company, to the exclusion of ambulatory medical expenses.

12. EXCEPTIONAL CIRCUMSTANCES

The company cannot be held liable for the non-providing of assistance nor for shortcomings of delays in the assistance in case of circumstances beyond its control such as strikes, riots, public disorder, reprisals, limitations imposed on free traffic, sabotage, terrorism, civil war, war, radioactivity, natural disasters or other unforeseen events or acts of God.

13. OBLIGATIONS OF THE INSURED

The insured or the beneficiary explicitly undertake:

- ◊ to contact the company as soon as possible in order to ensure that assistance is provided as

- smoothly as possible;
- ◊ to contact the company before taking initiatives him/herself with regard to the assistance;
- ◊ to provide the company or its agents with all information, documents and evidence which are deemed necessary;
- ◊ to inform the company of any other insurance contracts covering the same risks as the present contract;
- ◊ to provide the company with the travelling tickets that were not used if the company arranged the transport;
- ◊ to make efforts so as to ensure a swift recovery.

It is explicitly agreed that in case of non-fulfilment of these obligations, the company is entitled to reduce the amount paid out by the amount of the loss suffered.

DEATH AND PERMANENT DISABLEMENT AS A CONSEQUENCE OF AN ACCIDENT

1. ACCIDENT

Any sudden occurrence the cause of which is not inherent in the insured's organism and which causes bodily injury, established by an officially recognised physician, is regarded as an accident.

Are considered equal to accidents:

- ◊ ailments that are the direct and exclusive consequence of a covered accident;
- ◊ inhalation of gases and digestion of toxic or caustic substances;
- ◊ dislocations, contortions, strained or torn muscles as a consequence of a sudden physical effort;
- ◊ disorders caused by drowning, freezing, harsh sunlight or extreme heat, sunburns excluded.

2. PERMANENT DISABLEMENT

If a physical disablement recognised as permanent occurs within two years after the accident, the company pays the insured a capital calculated on the basis of the amount of the coverage, in proportion to the degree of disablement determined in accordance with the Official Belgian Disablement Scale (OBSI) applicable on the day of the accident. If a multiple permanent disablement results from the same accident, the total compensation shall not exceed the insured capital. Accidents causing permanent disablement of 10 % or less do not entitle the insured to a compensation.

Injuries to limbs or organs already functioning badly or not functioning at all are only covered for the difference between the situation before and after the accident.

The assessment of the injuries to a limb or organ cannot be influenced by the already existing bad condition of another limb or organ.

Payments made in case of death and in case of permanent disablement are never cumulated.

3. DEATH

If an insured dies from the effects of a covered accident within a period of 12 months, the insured amount is paid to his/her husband/wife, provided that the spouses were not divorced or separated. If the insured was not married, the amount is paid to the legal heirs of the insured, to the exclusion of the State. This implies that creditors, including the tax authorities, are not entitled to any payment. In case of death of a person under the age of 16, the compensation is replaced by the reimbursement of the costs of the funeral up to a maximum of € 2.000.

4. SKI & SURF, ADVENTURE

In case of death or permanent disablement as a consequence of a travelling accident during the performance of activities referred to in article 2 of the section "Medical expenses & Assistance", the insured capital is reduced to 50 %.

5. EXCLUSIONS

The following damage is excluded from insurance: damage

- ◊ described in the exclusions of the general stipulations;
- ◊ activities carried out by the insured if such activities involve specific occupational or industrial risks;
- ◊ suffered within the framework of bets and challenges, or while participating in races and competitions;
- ◊ suffered while committing crimes or offences, or caused by actions generally regarded as

- suffered while committing crimes or offences, or caused by actions generally regarded as reckless;
- ◊ suffered during air travel, if the insured is part of the crew and performs professional or other activities during the flight which relate to the aircraft or the flight;

6. OBLIGATIONS OF THE INSURED

The insured or the beneficiary explicitly undertake:

- ◊ to have a physician immediately establish the accident;
- ◊ to inform the company within 48 hours in case of a fatal accident;
- ◊ to provide the company or its agents with all information, documents and evidence which are deemed necessary;
- ◊ to grant free access to the victim to the company or its agents;
- ◊ to allow an autopsy if requested by the company.

It is explicitly agreed that in case of non-fulfilment of these obligations, the company is entitled to reduce the amount paid out by the amount of the loss suffered.

CIVIL-LAW LIABILITY

1. DEFINITIONS

- ◊ Third party: any natural person or legal entity, to the exclusion of:
 - the insured and his/her husband/wife or partner living with him/her;
 - the underage and unmarried children accompanying the policyholder during his/her stay. Insured travelling companions who are not one of the persons mentioned above are also regarded as third parties.
- ◊ case of damage: any event causing damage which may result in the application of the conditions of the present contract.

2. COVERAGE

The company covers the insured persons for the insured amounts against the financial consequences of civil-law liability which may be imposed on them pursuant to articles 1382 to 1386 bis of the Belgian Civil Code or any similar stipulations of foreign law, local laws or case law as a result of bodily injury and/or material damage caused to third parties during the stay.

Damage caused to third parties within the framework of this coverage is covered after depletion of the capitals of existing insurance contracts concluded by the insured.

3. EXCLUSIONS

The following cases of damage are excluded from insurance:

- ◊ immaterial damage not resulting from bodily injury or material damage;
- ◊ damage caused as a consequence of the use of a motor vehicle, of a sailing boat or motor boat, of an aircraft or of a riding animal, of which the insured or the persons for whom he is legally liable, is the owner, the manager or the supervisor;
- ◊ damage resulting from participation in competitions or competition sports;
- ◊ damage attributable to the use of drugs, alcohol, narcotics and non-prescribed medication, unless the insured can prove that there is no causal connection between the damage and this condition;
- ◊ damage caused by the active participation of an insured in civil wars, public disorders, strikes, attacks and terrorist acts;
- ◊ damage caused by the practise of the following dangerous sports: alpinism, winter sports outside the appropriate runs or places, bobsleighbing, ski jumping, ice hockey, skeleton, speleology, hunting wild animals, combat sports, parachute jumping, hang-gliding, benji jumping, deep-sea diving with autonomous respirator and wildwater rafting.

4. DETERMINATION OF THE COMPENSATION

The amount reimbursed will never exceed the insured amounts.

Excess: € 125 per case of damage and per insured person, both for bodily injury and for material damage.

5. OBLIGATIONS OF THE INSURED

The insured or the beneficiary explicitly undertake:

- ◊ to inform the company within 48 hours:

- ✓ to inform the company within 48 hours,
- ◊ to take all necessary measures in order to avoid damage or to limit its consequences;
- ◊ to provide the company or its agents with all information, documents and evidence which are deemed necessary;
- ◊ to inform the company of any other insurance contracts covering the same risks as the present contract;

It is explicitly agreed that in case of non-fulfilment of these obligations, the company is entitled to reduce the amount paid out by the amount of the loss suffered.

LUGGAGE & TRAVEL DOCUMENTS

1. COVERAGE

The company insures the objects that are the property of the insured during his/her stay in the European Community and Switzerland, except in the country of origin, against:

- ◊ damage to or total destruction, theft or non-delivery of luggage that had been entrusted to a transport company;
- ◊ damage to or total destruction or theft with break-in of luggage situated in the temporary place of residence;
- ◊ damage to or total destruction or theft with physical violence of luggage in the possession of the insured or objects carried on the body.

During one single visit to the country of origin (provided that the insurance was taken out for a minimum period of 6 months), the luggage is ensured during the outward and return flight against damage or total destruction, theft or non-delivery by the airline company, up to a maximum of € 625.

2. DETERMINATION OF THE COMPENSATION

Within the limits of the insured amount, the company pays a compensation calculated on the basis of the purchase price of the damaged, stolen or undelivered luggage, reduced by the loss of value due to age or wear. During the first year following the purchase, the compensation will amount to 75 % of the purchase price maximally. As from the second year following the purchase, the value will be reduced by 10 % per year.

In case of damage, only the costs of repair are reimbursed up to the maximum amount mentioned in the previous paragraph, to the exclusion of the costs of transport and expert examination.

Each object separately, including all its accessories, is insured for a maximum of 25 % of the insured capital per person.

All sports materials and sports equipment is insured for a maximum of 30 % of the insured capital per person.

Valuable objects such as jewels, gems, watches, fur coats, leather clothing, binoculars, cameras, all other devices for the recording and reproduction of sounds and images and the like are insured for a maximum of 50 % of the insured capital per person.

Excess: € 50 per case of damage and per insured person.

In case of theft or loss of identity documents (ID card, passport, driving licence, etc.) and travelling tickets, the company reimburses the administrative costs for their replacement up to a maximum of € 125.

3. EXCLUSIONS

The following damage is excluded from insurance: damage

- ◊ described in the exclusions of the general stipulations;
- ◊ to the following objects:
 - prostheses and medical appliances;
 - glasses, sunglasses and contact lenses;
 - tents and camping equipment;
 - means of transport (including cars, motor homes, trailers, caravans, motorcycles, bicycles, prams, wheelchairs, etc., as well as all accessories and parts);
 - musical instruments, works of art, antiques, rugs, furniture, collections;
 - breakable objects made of glass, china, marble, etc.;
 - hard- and software, mobile phones;
 - cosmetics, toiletry;
 - equipment for professional purposes, merchandise, demonstration material;
 - coins, bank notes, cheques, credit cards, securities, photographs, stamps, keys;

- caused by the following circumstances:

- caused by the following circumstances:
 - loss and damage resulting from normal wear and tear, age, defects of the object, weather conditions, destruction by moths or vermin or by a cleaning method, repairs or restoration, improper use of the object by the insured or another person, electric, electronic or mechanical malfunctions;
 - loss suffered as a result of confiscation, seizure or destruction by order of an administrative authority;
 - leakage from recipients that are part of the luggage;
 - theft of luggage left in the trunk of a vehicle, even if it is equipped with an alarm, during the day (between 7.00 am and 10.00 pm), except in case of burglary with clearly visible traces or in case of theft of or fire set to the vehicle. However, theft of valuable objects is always excluded;
 - theft of luggage left in a vehicle during the night (between 10.00 pm and 7.00 am);
 - damage to sports materials and sports equipment during the practice of the sport;
 - theft of skis or snowboard;
 - theft of luggage left in a tent;
 - scratches and dents in suitcases, bags and packages during transport;
 - special and valuable objects entrusted to a transport company;
 - forgotten and lost luggage as well as damage to or theft of luggage that was left unguarded.

4. OBLIGATIONS OF THE INSURED

The insured or the beneficiary explicitly undertake:

- to take all necessary measures to prevent damage to or theft of the luggage;
- to keep valuable objects in a safe if they are not worn on the body;
- in case of damage:
 - in case of damage or total destruction: to immediately have the competent authorities or the person responsible draw up a written report;
 - in case of theft: to immediately have the judicial authorities of the place where the theft occurred draw up a report and to have the traces of burglary or of physical violence established;
 - in case of damage or total destruction, theft or non-delivery by a transport company: to immediately hold the transport company liable and to have a joint establishment of facts drawn up;
- to inform the company within 48 hours after his/her return to Belgium;
- to provide the company or its agents with all information, original documents and evidence (purchase invoices, receipts, certificates of guarantees,) which are deemed necessary;
- at the request of the company, the insured must send the damaged object to the company at his/her own expense.

It is explicitly agreed that in case of non-fulfilment of these obligations, the company is entitled to reduce the amount paid out by the amount of the loss suffered.

COMPENSATION IN CASE OF EARLY RETURN

1. DEFINITIONS

- Insured amount: the costs of enrolment and/or course fees that were paid in order to participate in a specific programme or teaching package.

2. COVERAGE

If the insured has to be repatriated as a consequence of an illness or accident as described in article 7 of the section "Medical expenses & Assistance", the company reimburses a proportional part of the costs of enrolment and/or course fees for the months (= 31-day period) in which the insured was not able to participate, with the insured amount as a maximum.

NUMBER EMERGENCY CENTER

Dial the following number: **+32 2 286 31 47**

HOW TO WIN TIME?

Please prepare as much information as possible such as:

- your name
- your file number
- your date of arrival
- the address and telephone number where we can reach you