

# SECURITY PASS'PORT

## International Travel Insurance

### Policy Terms and Conditions

Table of Benefits .....	3
1 Definitions .....	7
2 Eligibility Conditions .....	14
3 Insurance Period .....	15
4 Premium Provisions .....	15
5 Medical Insurance & Assistance .....	16
6 Accidental Death & Dismemberment Benefit .....	23
7 Travel Assistance .....	24
8 Baggage Insurance .....	26
9 Third Party Personal Liability and Legal Expenses .....	29
10 Exclusions.....	31
11 Claims Administration Procedures .....	35
12 Duty of Disclosure.....	37
13 Notice of Privacy Practices .....	38
14 Complaints .....	41
15 Final Provisions.....	41
Appendix 1. Depreciation Table .....	42
Appendix 2. Leisure Sports & Other Activities .....	43

## Table of Benefits

The benefits and limits mentioned below are subject to conditions, limitations and exclusions specified in the Insurance Policy/Certificate.

If You are insured under a policy "Security Pass'Port complementary to the local insurance", the following benefits are only available after relevant limits under the local insurance have been fully utilized or in the absence of similar benefits under the local Insurance.

### Section 1. Medical & Transportation Benefits

Sum Insured per Insured Person per year	€ 1,000,000 (reduced to € 100,000 per Insured person per year for Leisure Sports & Other Activities specified in Appendix 2)
<p>"Paid in full" below means that relevant expenses shall be paid or reimbursed within the Sum Insured, under conditions that such expenses are Usual, Customary and Reasonable, and relevant Treatment is Medically Necessary.</p> <p>Amounts below mean limits of possible reimbursement of actual costs paid / expenses incurred under relevant items, under condition that such costs/expenses are Usual, Customary and Reasonable, and relevant Treatment is Medically Necessary.</p> <p>Number of visits/days/nights means that the reimbursement shall be based on the actual number of visits/days/nights, but no more than for the number of visits/days/nights indicated below.</p> <p>One single policy may not exceed 364 days of coverage for US citizens going on a program abroad.</p> <p>A "ticket" means a 1<sup>st</sup> class train ticket or an economy flight ticket.</p>	
<p><b>In-patient and Out-patient Medical Treatment</b> (other than that specified in other sections of this Table of Benefits)</p> <ul style="list-style-type: none"> <li>• Doctor's consultations</li> <li>• Semi-private room at Hospital &amp; Board</li> <li>• Intensive Care/Cardiac Care Unit/Emergency Room/Recovery Room</li> <li>• Anesthesia and Hospital Miscellaneous Expense</li> <li>• Surgeon and Assistance Surgeon: Inpatient or Outpatient</li> <li>• Pre-Admission Testing</li> <li>• Day Surgery Miscellaneous</li> <li>• Diagnostic X-Ray and Lab, MRT/CT.</li> <li>• Ambulance (ground or air transportation)</li> <li>• Medical materials (bandages/surgical dressings, casts, plaster etc.)</li> <li>• Prescription drugs (except remedies available "over-the-counter" e.g., cold remedies, vitamins, etc.)</li> </ul>	<p>paid in full unlimited number of treatments</p> <p>The following is applicable in the US only: \$ 150 deductible when utilizing a hospital emergency room for non-emergency care (by the patient's request)</p>
<p><b>Treatment of a Chronic Disease</b> (whether Pre-Existing or first ever diagnosed while this insurance is in force), or treatment of any Pre-Existing Condition:</p> <ul style="list-style-type: none"> <li>• Covered only if the disease/condition suddenly turns to an acute stage or results in a complication</li> </ul>	<p>€ 25,000 only for pain relief and medical manipulations to eliminate immediate threat to the patient's life</p>

<p><b>Treatment of a Mental Illness</b></p> <p><b>Outpatient</b></p> <p>Benefit depending on the length of the insurance period</p> <ul style="list-style-type: none"> <li>• less than 3 months</li> <li>• 3-6 months</li> <li>• more than 6 months</li> <li>•</li> </ul> <p><b>Inpatient</b></p>	<ul style="list-style-type: none"> <li>• not covered</li> <li>• € 300</li> <li>• € 600</li> </ul> <ul style="list-style-type: none"> <li>• 80% up to €25,000 lifetime maximum</li> </ul>
<p><b>Rehabilitation, Physiotherapy &amp; Chiropractic</b></p> <p>Benefit depending on the length of the insurance period</p> <ul style="list-style-type: none"> <li>• less than 3 months</li> <li>• 3-6 months</li> <li>• more than 6 months</li> <li>• Following an accident</li> </ul>	<ul style="list-style-type: none"> <li>• € 200</li> <li>• € 200</li> <li>• € 400</li> <li>• paid in full</li> </ul>
<p><b>Emergency Dental (Pain Relief)</b></p> <p>Benefit depending on the length of the insurance period</p> <ul style="list-style-type: none"> <li>• less than 3 months</li> <li>• 3-6 months</li> <li>• more than 6 months</li> </ul>	<ul style="list-style-type: none"> <li>• € 200</li> <li>• € 400</li> <li>• € 800</li> </ul>
<p><b>Dental Accident Benefit</b> (including orthodontic treatment), if a sound natural tooth is broken as a result of an Accident including an Accident when taking a Journey to the Home Country)</p>	<p>€ 440 per tooth / € 1,300 per claim</p>
<p><b>Optical expenses (glasses/lenses) necessitated as a result of an accident</b></p>	<p>€ 420</p>
<p><b>Emergency Medical Evacuation</b></p>	<p>paid in full</p>
<p><b>Transport of Mortal Remains</b></p> <ul style="list-style-type: none"> <li>• Cost of coffin</li> </ul>	<p>paid in full</p> <ul style="list-style-type: none"> <li>• € 2,000</li> </ul>
<p><b>Presence of a close contact person in the event of death</b></p>	<ul style="list-style-type: none"> <li>• round trip ticket for 1 person: € 1,400</li> <li>• accommodation: € 75 per night, 14 days</li> </ul>
<p><b>Emergency Reunion:</b> benefit depending on the length of hospitalization</p> <ul style="list-style-type: none"> <li>• hospitalization &gt; 3 days</li> <li>• hospitalization &gt; 7 days</li> </ul>	<ul style="list-style-type: none"> <li>• round-trip ticket for one person: € 2,000 Accommodation: € 75 per night per person, 15 days</li> <li>• round-trip ticket for two persons: € 4,000 accommodation: € 105 per night for two persons, 15 days</li> </ul>
<p><b>Extension of stay due to the medical condition of the Insured person</b></p>	<p>€ 150 per night, 10 days</p>
<p><b>Extension of stay of the accompanying person due to the medical condition of the insured person</b></p>	<p>€ 150 per night, 10 days</p>
<p><b>Return Home after stabilization of condition</b></p>	<p>paid in full, one-way economy ticket</p>
<p><b>Return of a person accompanying the insured person</b></p>	<p>paid in full, one-way economy ticket</p>
<p><b>Sending necessary medicines not available in the host country</b></p>	<p>costs for shipping</p>
<p><b>Sending a doctor to insured person's location abroad</b></p>	<p>paid in full</p>

<p><b>Emergency Return to Home Country:</b> benefits depending on the length of the insurance period</p> <ul style="list-style-type: none"> <li>• Less than 5 months</li> <li>• 5 or more months</li> </ul>	<ul style="list-style-type: none"> <li>• one way ticket</li> <li>• round trip ticket in any case, maximum € 10,000</li> </ul>
<p><b>COVID-19</b></p> <ul style="list-style-type: none"> <li>• PCR virus detecting test for COVID-19 if prescribed by the doctor in case of confirmed symptoms;</li> <li>• treatment of COVID-19 infection, including hospitalization and medication;</li> <li>• local transportation and medical evacuation costs, if allowed by the local authorities and if specialized transportation facilities available; and</li> <li>• any resulting complications.</li> </ul> <p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• rapid antibody testing (e.g., population screening tests for use by health authorities to monitor herd immunity);</li> <li>• tests undergone by the insured person without doctor's prescription;</li> <li>• tests requested by the authorities to be taken by people crossing the country's borders (e.g., PCR tests)</li> </ul>	<p>Subject to sublimits established in other sections of the Table of Benefits</p>

## Section 2. Accidental Death & Dismemberment

<b>Accidental Death</b>	€ 15,000
<b>Accidental Dismemberment</b>	up to € 100.000, depending on the severity of dismemberment

## Section 3. Travel Assistance

<p><b>Assistance in case of loss or theft of personal documents abroad</b></p> <ul style="list-style-type: none"> <li>• Advice on actions and procedures needed to minimize personal damage and to receive duplicates of lost documents, sending messages and requests</li> <li>• Cash advance</li> </ul>	<ul style="list-style-type: none"> <li>• paid in full</li> <li>• € 1,000</li> </ul>
<b>Reimbursement of costs of replacement of personal documents</b>	€ 200
<b>Transmission of urgent messages abroad</b>	paid in full
<p><b>Legal Assistance</b></p> <ul style="list-style-type: none"> <li>• Advance of bail</li> <li>• Legal fees</li> </ul>	<ul style="list-style-type: none"> <li>• € 7,500</li> <li>• € 3,000</li> </ul>
<b>Search and Rescue costs</b>	<p>€ 2,000 per person € 15,000 per event concerning several Insured members</p>

<b>Transportation delay by more than 24 hours</b>	€ 70 per every complete day of delay (24 hours) / Maximum € 420
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#### Section 4 Baggage Insurance

<b>Lost, stolen, or damaged baggage</b> <ul style="list-style-type: none"> <li>• Non-valuable items</li> <li>• Valuable and precious items</li> </ul>	€ 3,000 <ul style="list-style-type: none"> <li>• € 350 per item</li> <li>• € 700 per item</li> </ul>
<b>Baggage transportation delay by more than 24 hours</b>	€ 200 per person € 1,000 per event concerning several Insured members

#### Section 5. Liability Insurance

<b>Sum Insured per Insured Person (all lines combined)</b>	<b>€ 500,000</b>
<b>1. Personal Injury, Property Damage</b>	paid in full
<b>2. Legal Expenses, Defence and Legal Action</b>	€ 20,000 per dispute with an intervention threshold of € 380

#### Maximum limit per policy and per event

If several Insured Persons are compensated for the same event, the total amount of benefits paid by the Insurer may not exceed € 20,000,000 incl. tax per event for all benefits and Insured Persons combined. If the total amount of the benefits exceeds this overall limit, the benefits will be paid to the Insured Persons up to this limit, with each Insured Person (including You) being compensated in proportion to the amount that his / her loss / expense represents of the total amount of the losses / expenses incurred due to this event by all Insured Persons under this Policy/Certificate.

## 1 Definitions

**Accident or Accidental** means an external, sudden, short-term, unintentional, not being a result of a disease or its Treatment, unforeseen concurrence of circumstances, which occurred while coverage is in effect for the Insured Person, where against the will of an Insured Person his/her health is damaged or he/she dies. Accidents among other things include but are not limited to the following: illegal actions of third parties (including Terrorist Attack), an attempt of rescue of people or freight in peril; inhalation of gas or vapor, as well as absorption of poisoning or aggressive substances; disruptions and damage of muscles caused by a spurt; frostbite; drowning.

**Accompanying Person** means another insured person who agrees to stay with You to accompany You while You are hospitalized, provided that the accompaniment is medically necessary and approved by the Assistance Service.

**Assistance Service** means a third-party administrator appointed by the Coverholder to provide claims handling services under this Policy/Certificate.

**Alcohol or Drug Abuse** means any pattern of pathological use of alcohol or drug that cause impairment in social or occupational functioning, or that produces psychological dependency evidenced by physical tolerance or by physical symptoms when it is withdrawn.

**Baggage/Luggage:** Travel bags, suitcases, trunks, and their contents, excluding the clothes the Insured Person is wearing. Valuables and Precious objects, as defined below, are classed as luggage:

a. Valuables:

Sports equipment, cameras, photography, film, or computer equipment and mobile phones, sound or image recording or production equipment and their accessories.

b. Precious objects:

Jewellery, watches, furs, precious metals, precious and semi-precious stones, and pearls when mounted in jewellery.

**Child(ren)** means Your natural Child, adopted Child (or Child placed in Your home for purposes of adoption), foster Child, stepchild, or other Child for whom You have legal guardianship (proof will be required). A Child must reside with You in a parent-Child relationship. In the event You share physical custody of the Child with another parent, the requirement that the Child reside with You will be waived.

**Chronic Condition or a Chronic Disease** means a disease, a consequence of Injury or medical condition that causes irreversible pathological changes, which has 2 or more of the following characteristics:

- a. it has no known recognized cure, or after a course of Treatment it comes back or is likely to come back;
- b. it is permanent (continues indefinitely);
- c. it requires long-term monitoring, consultations, check-ups, examinations, or tests, or taking drugs regularly;
- d. the Insured Person needs to be rehabilitated or specially trained to cope with it.

For the sake of clarity, the term "Chronic Disease" includes any kind of cancer or tumor.

**Close Contact:** Natural person designated by You or one of Your beneficiaries residing in Your Home Country.

**Congenital** means a physical abnormality or condition that is present at birth, whether inherited or caused by the environment.

**Covered Expense** means Eligible Benefit.

**Coverholder** means dhig GmbH, duly appointed by the Insurer to underwrite and administer this Policy/Certificate in respect of You and in respect of other Insured Persons.

**Deductible** means the amount of Eligible Expenses which must be incurred and paid by You before benefits are payable under this Policy/Certificate. It applies separately to You. If the Provider sends us invoice for services including those subjects to the Deductible, We reserve the right to pay it, but then You must reimburse us the amount of the Deductible.

**Doctor or Legally Qualified Physician or Surgeon** means a person who is a qualified practitioner of medicine. As such, he or she must be acting within the scope of his/her license under the laws in the jurisdiction in which he or she practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include You or Your Family Member or Relative.

**Drugs/Prescription Drugs** means: 1) prescription legend drugs; 2) compound medications of which at least one ingredient is a prescription legend drug; 3) any other drugs which under the applicable state or federal law may be dispensed only upon written prescription of a Doctor; and 4) injectable insulin. However, “over-the-counter” medicines like Aspirin, vitamins, cold remedies (for nose relief, cold and flu), homeopathic drugs and herbs, lifestyle products, vitamins, food additives, dietary products, and any experimental drugs are excluded, even if prescribed by a Doctor.

The Doctor’s prescription (recipes) for a Drug should contain the following details:

- a. Doctor’s First and Family Name or Out-Patient Clinic name, address, and phone number;
- b. Prescription date;
- c. Patient’s full name, age;
- d. Drug name or instruction for its production (finished pharmaceutical product or indication to pharmacy to make it extemporaneously);
- e. Prescription deadline (indicated by the Doctor). If the prescription deadline is not specified or not established by applicable local regulations, then it will be deemed that the prescription is valid for 1 month from the prescription date;
- f. Doctor’s signature;
- g. Personal Doctor seal (if available);
- h. Pharmacy/Drug Provider seal (if available).

**Eligible Benefit(s)** means benefits payable by the Insurer to reimburse expenses which are for Medically Necessary Services, Supplies, care, or Treatment; due to Illness or Injury; prescribed, performed or ordered by a Doctor; Reasonable and Customary Charges; incurred within the Insurance Period, and which do not exceed the Sum Insured.

**Eligible Expenses** means the Reasonable and Customary Charges for Services or Supplies which are incurred by You for the Medically Necessary Treatment of an Injury or Illness. Eligible Expenses must be incurred within the Insurance Period.

**Emergency** means an Illness or Injury for which You seek immediate Medical Treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that, without immediate medical care, a prudent layperson possessing an average



knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would cause:

- a. His life or health would be in serious jeopardy, or, with respect to a pregnant woman, serious jeopardy to the health of the woman or her unborn Child;
- b. His bodily functions would be seriously impaired; or
- c. A body organ or part would be seriously damaged.

**Emergency Treatment** means Medical Treatment for a Medical Emergency that is required for the immediate relief of an acute symptom or that, according to the Doctor's opinion, cannot be delayed until Your return to Your Home Country.

**Emergency Medical Evacuation / Transportation** means: a) medical condition that warrants immediate transportation from the place where You are located (due to inadequate medical facilities) to the nearest adequate medical facility where Medical Treatment can be obtained; or b) after being treated at a local medical facility, the medical condition warrants transportation with a qualified medical attendant to Your Home Country to obtain further Medical Treatment or to recover; or c) both a) and b) above.

**Family Member** means Your spouse, partner or any person with whom You are bound by a civil union living under the same roof, Your children, father, mother, one of Your grandparents, one of Your parents-in-law, Your brothers and sisters. Their country of residence must be the same as Yours.

**Full-Time Educational or Research Activities** means You are enrolled and participating in an educational, vocational, cultural exchange, or training program.

**Highway** means every public way, road, street, thoroughfare, and place, including bridges, viaducts, and other structures, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

**Home Country** means the country where You have Your true, fixed, and principal establishment (home).

**Hospital** means an institution licensed, accredited, or certified by the applicable state that:

- a. Operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
- b. Is accredited by the Joint Commission on Accreditation of Healthcare Organizations;
- c. Provides 24-hour nursing service by registered nurses (R.N.) on duty or call;
- d. Has a staff of one or more licensed Doctors available at all times;
- e. Provides organized facilities for diagnosis, treatment, and surgery, either
- f. on its premises; or
- g. in facilities available to it, on a pre-arranged basis;
- h. Is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and
- i. Is not a place for drug addicts, alcoholics or the aged.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities. Hospital does not include a place, special ward, floor, or other accommodation used for custodial or educational care; rest; the aged; a nursing home or an institution mainly rendering Treatment or Services for Mental Illness or Substance Abuse, except as specifically stated.

**Hospital Stay** means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

**Host Country/Abroad** means any country visited by You during the Insurance Period, other than the country where You have Your true, fixed, and permanent home and principal establishment.

**Membership Card** means the card we issue to You with essential information about Your insurance. The card is our property and is not transferable to another person. Possession of such card in no way verifies that an individual is eligible for, or covered under, this Policy/Certificate.

**Illness** means a sickness, disorder, illness, pathology, abnormality, malady, morbidity, affliction, disability, defect, handicap, deformity, birth defect, Congenital defect, symptomatology, syndrome, malaise, infection, infirmity, ailment, disease of any kind, or any other medical, physical or health condition, provided, however, that Illness does not include learning disabilities, or attitudinal or disciplinary problems. All Illnesses that exist simultaneously or which arise subsequent to a prior Illness, and which directly or indirectly relate to or result or arise from the same or related causes or as a consequence thereof or from one another are considered to be one Illness. Further, if a subsequent Illness results or arises from causes or consequences that are the same as or related to the causes or consequences of a prior Illness, the subsequent Illness will be deemed to be a continuation of the prior Illness and not a separate Illness. Any complication or any condition arising out of an Illness for which You are being treated or has received Treatment will be considered as part of the original Illness.

**Injury** means bodily harm resulting, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same person sustained in one Accident, including all related conditions and recurring symptoms of injuries will be considered one Injury.

**In-Network Provider** means any health care Provider who, at the time covered Services are rendered to You, is under contract with Us to participate as an In-Network Provider for Services or as a Preferred Provider included in the panel of Providers designated by Us as Preferred Providers for Your specific plan.

**Inpatient** means You are confined in Hospital and is charged for room and board.

**Insurance** means the coverage that is provided under this Policy/Certificate.

**Insurance Period** means the period of coverage issued by the Insurer to You, beginning with the Insurance Start Date and ending on the Insurance End Date.

Insurance Start Date means the date specified in Your Individual Insurance Certificate, when the insurance takes effect, without regard to renewals thereafter.

Insurance End Date means the date specified in Your Individual Insurance Certificate, when the insurance is yet in force, but after which the insurance is no more valid.

**Insurer/We/Us:**

**Insurer:**

**KOOPERATIVA poisťovňa, a. s., Vienna Insurance Group** a company duly incorporated and existing under the laws of Slovakia, registered at Štefanovičova 4, 816 23 Bratislava, Slovakia, insurance reference number 00 585 441.

**Intensive Care Unit** means a cardiac care unit or other unit or area of a Hospital which meets the required standards of the Joint Commission on Accreditation of Hospitals for special care units.

**Internship in a Company** means the Company internships as part of the stay abroad are covered. Internship means any Stay Abroad by the Insured Person for a maximum period of 18 consecutive months (except Special Provisions), with the objective of:

- a. either completing an internship in a company that is part of a paid or unpaid course under a work-study internship agreement, depending on local regulations,
- b. or study travel to a foreign university carried out as part of a program organized between higher education institutions.

Internships and study trips must result in the Insured Person obtaining qualifying training.

**Medically Necessary** means a Treatment, drug, device, Service, Procedure or Supply that is:

- a. Required, necessary and appropriate for the diagnosis or Treatment of an Illness or Injury; and
- b. Prescribed or ordered by a Doctor or furnished by a Hospital; and
- c. Performed in the least costly setting required by the condition; and
- d. Consistent with the medical and surgical practices prevailing in the area for Treatment of the condition at the time rendered;
- e. Not excessive in scope, duration, or intensity to provide safe and adequate, and appropriate Treatment.

When specifically applied to Hospital confinement, it means that the diagnosis or Treatment of symptoms or a condition cannot be safely provided without the patient's stay overnight.

**Note:**

- a. The purchasing or renting air conditioners, air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them, and general exercise equipment are not considered Medically Necessary. A Service or Supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or Treatment alternative could have been used. We may consider the cost of the alternative to be the Eligible Expense.
- b. The fact that any particular Doctor may prescribe, order, recommend, or approve a Service, Supply, or level of care does not, of itself, make such Treatment Medically Necessary or make the charge a Covered Expense under this Policy/Certificate.
- c. A Treatment, drug, device, Procedure, Supply or Service shall not be considered as Medically Necessary if it:
  1. Is Experimental/Investigational or for research purposes;
  2. Is provided for education purposes or the convenience of You or Your Family Members, Doctor, Hospital, or any other Service Provider;
  3. Exceeds in scope, duration, or intensity that level of care that is needed to provide safe, adequate, and appropriate diagnosis or Treatment and where ongoing Treatment is merely for maintenance or preventive care;
  4. Could have been omitted without adversely affecting the person's condition or the quality of medical care;
  5. Involves the use of a medical device, drug or substance not formally approved by the local regulator in the host country; or an equivalent authority in other countries.
  6. Can be safely provided to the patient on a less cost-effective basis by a different medical professional, or pursuant to a more conservative form of Treatment.

**Medical Treatment (Treatment)** means a specific in-office or in Hospital physical examination, Procedures and Services and consultation by a Doctor for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, consultations, care or Treatment.

**Mental Illness and Mental and Nervous Disorder** means any mental, nervous, or emotional Illness which generally denotes an Illness of the brain with predominant behavioral symptoms; or an Illness of the mind or personality, evidenced by abnormal behavior; or an Illness or disorder of conduct evidenced by socially deviant behavior. Mental or Nervous Disorders include, without limitation: psychosis; depression; schizophrenia; bipolar affective disorder; any disease or condition, regardless of whether the cause is organic, that is classified as a mental disorder in the current edition of the International Classification of Diseases as published by the local regulator in the Host country; and those psychiatric and other Mental Illnesses listed in the current edition of the Diagnostic and Statistical Manual for Mental Disorders published by the local authority in the Host country. Mental Illness and Mental and Nervous Disorder does not mean or include learning disabilities, attitudinal disorders, or disciplinary problems.

**Motor Vehicle** means any self-propelled vehicle and any such vehicle in combination with any trailing units, used or physically capable of being used upon any public Highway for the transportation of persons or property.

**Motor Vehicle Accident** means the unintended collision of one Motor Vehicle with another Motor Vehicle, stationary object, and/or person, resulting in Injuries, death, and/or Loss of property.

**Mountaineering** means the sport, hobby or profession of walking, hiking, and climbing up mountains either: 1) utilizing harnesses, ropes, crampons, or ice axes; or 2) ascending 4,500 meters or above.

**Natural Disaster** means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire, or blizzard that is due to natural causes.

**Occupational Disease** means an Illness or Injury resulting from or in the course of any employment for wage or profit by You. Occupational Disease is not a contagious disease resulting from exposure to fellow employees or from a hazard to which the workman would have been equally exposed outside of his employment. An Occupational Disease is also not an ordinary disease of life to which the general public is equally exposed, unless such disease follows as a complication and a natural incident of an Occupational Disease or unless there is a constant exposure peculiar to the occupation itself that makes such disease a hazard inherent in such occupation.

**Outpatient** means care received in a Hospital or another Provider of medical services, including; ambulatory surgical center; or a Doctor's office, for an Illness or Injury, without confinement overnight and without charging for room and board.

**Personal Quarantine:** A period during which You, according to the general rules imposed by competent authorities, must stay self- isolated because of Your individual medical conditions or because of being in direct contact with a person diagnosed COVID-19 or another dangerous infection.

**Policy/Certificate** means this group insurance contract, Your application and any endorsements, riders or amendments that will attach during the Insurance Period.

**Policyholder:** dhig agency GmbH, registered at Am Heumarkt 10/1, AT-1030 Vienna, Austria, Registration Number: FN 568571i; Insurance agency license issued by the Magistrat of the city of Vienna, the Republic of Austria, under the number (GISA-Zahl): 36100705.

**Pre-Existing Condition** means any medical condition, sickness, Injury, Illness, disease, Mental Illness or Mental Nervous Disorder, regardless of the cause including any Congenital, chronic, subsequent, or recurring complications or consequences related thereto or resulting therefrom that with reasonable medical certainty existed at the time of application, whether or not previously manifested, symptomatic, known, diagnosed, treated, or disclosed. This specifically includes, but is not limited to, any medical condition, sickness, Injury,

Illness, disease, Mental Illness or Mental Nervous Disorder, for which medical advice, diagnosis, care or treatment was recommended or received or for which a reasonably prudent person would have sought treatment whenever before the Insurance Start Date and any medically recognized complication or recurrence of a medication condition including, but not limited to, follow-up exams, investigations, medications, change of type of medication or change of dosage of medication, and in general all medical and laboratory exams, x-rays, etc. related to such condition. Pre-Existing Conditions are not covered under this Policy/Certificate, except for Emergency Treatment.

**Premium(s)** means the consideration owed by You to the Insurer in order to secure benefits for You under this Policy/Certificate.

**Procedure** means a practice, a series of steps, or Treatment to follow after a given Diagnosis is obtained.

**Provider** means a Hospital, ambulatory surgical center, psychiatric Hospital, community mental health center, residential treatment facility, psychiatric treatment facility, birthing center, Doctor, Dentist, chiropractor, licensed medical practitioner, Registered Nurse, medical laboratory, assistance service company, air/ground ambulance firm, or any other such facility that the Insurer approves.

**Reasonable and Customary Charges means** the most common charge for similar professional Services, drugs, Procedures, devices, Supplies or Treatment within the area in which the charge is incurred. The most common charge means the lesser of:

- a. The actual amount charged by the Service Provider;
- b. The negotiated rate; or
- c. The charge which would have been made by the Service Provider for a comparable Service or Supply made by other Service Providers in the same Geographic Area, as reasonably determined by Us for the same Service or Supply.

**Relative** means Spouse, parent, sibling, Child, grandparent, grandchild, stepparent, stepchild, stepsibling, in-laws (parent, son, daughter, brother, and sister), aunt, uncle, niece, nephew, legal guardian, ward, or cousin of You.

**Service(s)** means evaluations, Treatments, therapies, devices, Procedures, techniques, equipment, Supplies, products, remedies, vaccines, biological products, drugs, pharmaceuticals, chemical compounds, and other services rendered or supplied, by or at the direction of, a licensed Doctor or Service Provider.

**Sound Natural Tooth** means a tooth that is whole or properly restored; is without impairment, periodontal or other conditions; is not more susceptible to Injury than a virgin tooth and is not in need of the Treatment provided for any reason other than Accidental Injury. A tooth previously restored with a crown, inlay, or porcelain restoration, or treated by endodontics is not a Sound Natural Tooth.

**Spouse** means lawful spouse, if not legally separated or divorced, or Domestic Partner.

**Substance Abuse** means alcohol, drug or chemical abuse, overuse, or dependency.

**Sum Insured** means the Insurer's liability limit in respect of You.

**Supply** means items deemed necessary for the Treatment of an Illness or Injury.

**Surgery or Surgical Procedure** means an invasive or diagnostic Procedure; or the Treatment of Illness or Injury by manual or instrumental operations performed by a Doctor while the patient is under general or local anesthesia.

**Terrorism or Terrorist Activity** means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological, or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organization(s) or governments(s).

**Third Party** means a person or entity other than You, Dependent(s), the Insurer, Family Member, Relative or employees of You.

**You / Insured Person, Your, Yours, He or She** means the individual who was submitted to the Policyholder for enrollment into this Policy/Certificate, who meets the eligibility requirements of this Policy/Certificate, in respect of whom the Insurance Premium has been paid in full, and whose insurance under this Policy/Certificate is in force. Upon request, it can be issued an Individual Insurance Certificate confirming Your enrollment.

## 2 Eligibility Conditions

All citizens who are students, visiting faculty, scholars, au-pairs, interns, attending language schools, or participating in linguistic stays, homestays or other similar programs, age 6 or older who are temporarily residing outside their Home Country and are engaged in Full-Time Educational or Research Activities are eligible for coverage under this Policy/Certificate; provided, however, the such persons must remain engaged in Full-Time Educational or Research Activities when travelling outside their Home Country during the Insurance Period.

- 2.1 We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Your insurance automatically terminates.
- 2.2 For students under the age of 18, the parent or legal guardian of the student must complete the documentation with the applicable sponsoring organization as follows:
  - a. Parental Authorization Form completed and signed by the Parent or the legal guardian.
  - b. Vaccination agreement.
  - c. Student-Parent Agreement Form completed and signed by the Student and the Parent or legal guardian.
  - d. Student application completed and signed by the Student and the Parent or the legal guardian.
  - e. Student behavior agreement.

For students under the age of 18, the parent or legal guardian is required to sign the application and purchase the Policy/Certificate on behalf of the student.

## 3 Insurance Period

### 3.1 Your Insurance is effective on the latest of:

- a. The Insurance Start Date of the Policy/Certificate; or
- b. The date the Insurer receives a completed application or enrollment form; or
- c. The moment You depart from Your Home Country airspace,

provided full Premium due has been paid; however, the condition “c” above shall not apply in respect of the component of cover “Transportation delay by more than 24 hours” (Section 3 of the Table of Benefits).

### 3.2 Your Insurance will end on the earliest of:

- a. The date You are no longer an Eligible Individual; or
- b. The date You return to Your Home Country (unless otherwise expressly indicated further in these Insurance Terms and Conditions); or
- c. The expiration of 365 days (366 days for a leap year) from the Insurance Start Date of coverage; or
- d. The date shown on the Individual Insurance Certificate or Membership Card issued by the Policyholder; or
- e. The date the You become a permanent resident in Your host country.

### 3.3 Short-Term Extension of coverage in the Country of Domicile

For a holiday period of no more than 30 days in Your Home Country and subject to having a return ticket, during the insurance period mentioned in Your Individual Insurance Certificate, You remain covered by this insurance during the stay in Your Home Country. This extension of coverage is granted according to the terms, limitations and exclusions of this Insurance Policy/Certificate and it’s not applicable for US and Canadian citizens studying abroad.

### 3.4 Additional Insurance Period

You may apply for a new Insurance Period, subject to the review and approval of the Policyholder. This option is available as long as You continue to meet the eligibility requirements. It is important to note that rates and benefits may change for each subsequent Insurance Period. Extension requests must be received within five (5) days of expiry of the current Insurance Period. Coverage may be purchased for up to additional 365 (366 days for a leap year) days at a time. Prevailing rates will apply at the time of the request (not to be combined with any other policy to exceed this limit). When considering possible subsequent claims, the original Insurance Start Date will be used with regards to determine any Pre-Existing Conditions.

## 4 Premium Provisions

### 4.1 Premiums:

The Insurer provides insurance in return for payment of insurance premiums which it quotes for each Participating Organization, Table of Benefits, and individual period of insurance. Premium due dates are the first of every month unless otherwise stated in the Policy/Certificate. Premium payment made in advance or for more than a one-month period will not affect any provisions of the Policy/Certificate with regard to change.

### 4.2 Grace Period:

A grace period of 31 days is granted for each premium due after the first premium due date. Coverage will stay in force during this period provided the Policyholder or the Participating Organization pays all the premiums due by the last day of the grace period, unless notice has been sent, in accordance with the TERMINATION

provision, of the intent to terminate coverage under the Policy/Certificate. Coverage will end if the premium is not paid by the end of the grace period.

#### **4.3 Insurance Premium Refunds:**

If You decide to cancel this Policy/Certificate, You can do so within 28 days of receipt of the Policy/Certificate and will receive full credit for the Insurance Premium You've paid, provided You have not started Your journey and no claim under this Policy/Certificate has occurred. If the Participating Organization wants to cancel an Insured's Policy/Certificate after this period or after the Insured has started his/her journey, they will receive a credit for the percentage of the Insurance Premium paid calculated on a pro-rata basis equivalent to the period of cover left unused provided that no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, the Insurer will not credit any Insurance Premium.

## **5 Medical Insurance & Assistance**

### **5.1 Scope of Coverage**

5.1.1 We will pay the Eligible Expenses incurred as a result of Your Illness or Injury, subject to the limits and Deductibles set forth in the Table of Benefits and subject to conditions and exclusions specified elsewhere in this Policy/Certificate, provided all of the following conditions are met:

- a. Eligible Expenses are incurred for any of the Services mentioned in the Table of Benefits;
- b. the Accident resulted in Injury took place within the Insurance Period (if the claim is in connection with accidental body injuries), or the Illness was first ever diagnosed, or a Chronic Disease suddenly turned to an acute stage or suddenly resulted in a complication within the Insurance Period (if the claim is in connection with an illness);
- c. You must be under the care of a Doctor when the Eligible Expenses are incurred;
- d. The initial Treatment of an Injury or Illness must occur within thirty (30) days of the date of Injury or onset of Illness.

The medical benefits payable under this Policy/Certificate are subject to the specific limits shown on the Table of Benefits. All coverages and costs listed in the Table of Benefits are in EUR amounts.

5.1.2 The benefits enumerated herein will in no event include any amounts that are in excess of Reasonable and Customary Charges. If the charge incurred is in excess of the Reasonable and Customary charge, such excess amount will not be recognized as an Eligible Expense. All charges will be deemed to be incurred on the date of such Services or Supplies, which give rise to the expense or charge, are rendered, or obtained.

5.1.3 We will provide the benefits described in this Policy/Certificate to all Insured Persons for all Eligible Benefits set forth in the Description of Benefits section of this Policy/Certificate. Medical expenses in respect of a Treatment of an acute disease shall be covered by this Insurance till Your recovery unless it appears to be a symptom of a Chronic Disease.

A Chronic Disease (whether pre-existing or first ever diagnosed while this insurance is in force) is excluded from this insurance coverage, unless the Chronic Disease suddenly turns to an acute stage or results in a complication; then this insurance will only cover pain relief and medical manipulations to eliminate immediate threat to the life of the Insured Person, sub-limited to 25.000,00 (Twenty five thousand) EUR, while subsequent (long-term) treatment/care is excluded from this insurance. The immediate threat means that without medical intervention within the nearest 48 hours, the Insured Person may die, according to the consensus opinion of the attending Doctor and that of a Doctor appointed by the Assistance Service.



## 5.2 Preliminary Authorization Requirement

- 5.2.1 Reimbursement of certain expenses incurred in certain circumstances can be claimed only if relevant Treatment or Service has been pre-authorized by the Assistance Service. You or Your attending Doctor or Your legal representative shall always be obliged to obtain preliminary authorization by the Assistance Service in any of the following situations:
- a. Medical evacuation or repatriation;
  - b. Hospitalization or Day-Care Treatment, or the undergoing of Day-Surgery;
  - c. any medical procedure, involving general anesthesia;
  - d. preoperative examination of the Insured Person;
  - e. Home visit by a Doctor;
  - f. Nursing at home (when the Insured Person requires more than 4 nurse visits);
  - g. Out-patient Treatment if its cost will likely exceed the equivalent of 5 hundred EUR;
  - h. any medical condition for which Treatment cost will likely exceed the equivalent of 5 thousand EUR;
  - i. Treatment in connection with a Chronic Disease or with a Pre-existing Condition;
  - j. Burial.
- 5.2.2 You, Your Doctor, or Your legal representative shall complete Preliminary Authorization Form available from the Assistance Service and do so at least 5 calendar days prior to the expected date of the applicable event requiring pre-authorization, except for cases of Medical Emergency admission to a Hospital or a Doctor's home visit. The Preliminary Authorization Form or the equivalent notice shall contain the following information:
- a. diagnosis;
  - b. description of required Treatment;
  - c. name and address of the Hospital where You are recommended by Your Doctor to undergo the Treatment;
  - d. expected duration of Hospital stay;
  - e. expected costs of the Treatment.
- 5.2.3 If the above pre-authorization requirement is not fulfilled, the Assistance Service reserves the right to reduce the Benefit to the amount of Usual, Customary, and Reasonable expenses and charges for Treatment and assistance in normal circumstances, but not by more than 25 percent. However, if un-pre-authorized Treatment or service appears not Medically Necessary, then no reimbursement of relevant expenses can be claimed.
- 5.2.4 In case of Emergency Medical Evacuation or Hospitalization in a situation of Medical Emergency, pre-authorization requirement can be replaced by post-authorization requirement, meaning that the Insured Person or Policyholder or their authorized representatives must inform the Assistance Service of such event (by phone, e-mail, or post with the notice of delivery) as soon as possible in given circumstances, but not later than 48 hours after the Insured Person's admission to the Hospital.

## 5.3 Providers Network

- 5.3.1 In order to be covered, certain Services must be rendered by an In-Network Provider designated solely by Us, except when such Services are Emergency Services for the Treatment of an Emergency medical condition. The Services that must be rendered by those In-Network Providers for the Treatment of certain medical conditions (which are only eligible if You have been approved for coverage for the Treatment of these medical conditions), are as follows:

1. Amputations
2. Cancers
3. Cardiovascular conditions
4. Cerebrovascular conditions (CVA, Stroke)
5. Chronic respiratory conditions
6. Coma

7. Diabetes
8. End stage renal disease
9. Hemophilia
10. Immune system deficiencies
11. Major burns-3rd degree
12. Major head Injuries
13. Multiple fractures and/or trauma
14. Multiple Sclerosis
15. Neurological disorders

**Note:** This list is not all inclusive and is intended only as a guide.

5.3.2 Please contact the Assistance Service via the telephone number or via email as stated on Your Membership Card, if Your medical condition corresponds to the above listed cases. Utilizing an In-Network Provider does not guarantee benefits or that the treating facility will directly bill the Assistance Service.

5.3.3 You may also contact Assistance Service to determine the most suitable location to obtain Services based on:

- a. Your location;
- b. Nature of symptom and signs; and
- c. Possible Emergency or urgency of Your needs.

#### **5.4 Additional Conditions Applicable under Inpatient Treatment Benefit**

5.4.1 Elective Surgery which can be postponed until Your return to Your Home Country, is not covered by this insurance.

5.4.2 Upon admission to the Hospital, You should present Your Insurance Membership Card and provide any additional information required by the Hospital in order to be admitted.

5.4.3 Reimbursement of costs of utilizing a hospital emergency room for non-Emergency care is subject to the Deductible specified in the Table of Benefits.

5.4.4 Only such expenses which are specifically enumerated in the following list of charges and incurred within thirty (30) days from the date of the Accident or onset of the Illness, and which are not excluded may be considered Eligible Expenses:

- a. Charges made by a Hospital for room and board, floor nursing and other Services inclusive of charges for professional Services and with the exception of personal services of a non-medical nature; provided, however, that such expenses do not exceed the Hospital's average charge for semi-private room and board accommodations.
- b. Charges made for Intensive Care Unit and nursing services.
- c. Charges made for diagnosis, Treatment and Surgery by a Doctor. Note: Surgery that is not prescribed by the Surgeon and which is not performed by the Surgeon within ten (10) days of the Accident or the diagnosis of the Illness, is not considered an Emergency.
- d. Charges made for an operating room.
- e. Charges made for the cost and administration of anesthetics.
- f. Charges for medication, x-ray services, laboratory tests and Services, the use of radium and radioactive isotopes, oxygen, blood, transfusions, iron lungs, and Medical Treatment.
- g. Charges for physiotherapy if recommended by a Doctor for the Treatment of a specific Disablement and administered by a licensed physiotherapist (if covered under Your plan).
- h. Dressings, drugs, and medicines that can only be obtained upon a written prescription of a Doctor or Surgeon.
- i. Emergency local transportation to or from the nearest Hospital or to and from the nearest Hospital with facilities for required Treatment. Such transportation shall be by licensed ground ambulance within the metropolitan area in which You are located at that time the Service is used. If You are in a rural area, then licensed air ambulance transportation to the nearest metropolitan area may be considered an Eligible Expense up to the Sum Insured.

If Surgery is necessary for You to carry out Your normal activities, but not because of Medical Emergency, the Assistance Service, in its sole discretion, may offer You return to Your Home Country for the Surgical Procedure and for all necessary rehabilitation (coverable however until Insurance

End Date only); In such case, the benefits payable will include the cost of roundtrip economy airfare which must be used within three (3) months from the date of the Surgeon's order and within the program. Failure to accept the Insurer's offer will release the Insurer from liability to pay Your medical expenses incurred in the Host Country.

- j. In the event Your Hospital Stay is longer than the Insurance Period under the Policy/Certificate, the Insurer will only cover the medical expenses beyond the original Insurance Period if:
- You purchase additional coverage (prolong duration of the original Insurance Period) in accordance with this Policy/Certificate;
  - for a period not to exceed thirty (30) days; and
  - for the sole purpose of covering Medical Treatment to eliminate immediate threat to Your life and to stabilize Your medical condition (no additional coverage / prolongation of the original Insurance Period is available for an unrelated Illness, complications, or a secondary diagnosis).

If Your Insurance Period is not prolonged, the Insurer has the option, in its sole discretion, to offer You to return to Your Home Country (where subsequent treatment will not be covered by this insurance). Failure to prolong the Insurance Period will release the Insurer from liability to pay Your medical expenses incurred in the Host Country.

### **5.5 Additional Conditions Applicable under Treatment of a Mental Illness Benefit**

- 5.5.1 Only such expenses, incurred as the result of Treatment or medication from the onset of Mental Illness as an Inpatient/Outpatient, which are specifically enumerated in the following list of charges, and which are not excluded, may be considered as Covered Expenses:
- a. Charges made by a Hospital or mental institution for room and board, floor nursing and other services inclusive of charges for professional services and with exception of personal services of a non-medical nature, provided, however; that expenses do not exceed the Hospital's or mental institution's average charge for semi-private room and board accommodation.
  - b. Charges made for diagnosis and Treatment by a Doctor.
  - c. Charges made for the cost and administration of anesthetics.
  - d. Charges for medication, x-ray services, laboratory tests and services, oxygen, and Medical Treatment.
  - e. Drugs and medicines that can only be obtained upon a written prescription from Doctor.
- 5.5.2 Mental Illness must first manifest itself during the Insurance Period.
- 5.5.3 This benefit must be approved by the Assistance Service. Failure to utilize the Assistance Service to arrange for these Services will result in the denial of benefits.

### **5.6 Additional Conditions Applicable under Rehabilitation, Physiotherapy and Chiropractic Benefit**

- 5.6.1 Benefits shall be paid for physiotherapy which is prescribed by a Doctor and administered by a licensed physiotherapist. Chiropractic Services may be covered if prescribed by a Doctor to relieve pain and accompanied by the proper x-rays and other images that need to be taken in order to confirm such Services are Medically Necessary. The Assistance Service will allow for three (3) sessions without a Treatment plan. Any additional sessions beyond the initial three (3) sessions are subject to a Treatment plan indicating the frequencies and duration by the Doctor.
- 5.6.2 This benefit must be approved by the Assistance Service. Failure to utilize the Assistance Service to arrange for these Services will result in the denial of benefits.

### **5.7 Additional Conditions Applicable under Emergency Dental (Pain Relief) Benefit**

- 5.7.1 This Policy/Certificate may pay for Emergency Treatment for the relief of pain to Sound Natural Teeth or infection of the gums. Any follow-up treatment may be covered up to a maximum amount of 100 EUR. All dental claims must include an x-ray of the concerned tooth/gum. X-rays will be reimbursed at the customary cost charged in the geographic area where the dentist who provided the dental care is located.

- 5.7.2 This benefit must be approved by the Assistance Service. Failure to utilize the Assistance Service to arrange for these Services will result in the denial of benefits.
- 5.7.3 Exclusions specific for this benefit:
- You are not covered if You break a tooth while eating or biting into a foreign object.
  - No coverage is provided for claims submitted without the mandatory x-ray film.
  - No coverage is provided for routine dental examinations, Pre-Existing Conditions, including, but not limited to cavities, restorative work, orthodontics, dental equipment, crown build up, crowns, reconstructive work, or all other Treatments unrelated to pain alleviation.

**5.8 Additional Conditions Applicable under Dental (Accident) Benefit**

- 5.8.1 This Policy/Certificate may pay for Services of a dentist or oral surgeon for Emergency Treatment of Sound Natural Teeth as the result of a covered Accident (only those Injuries caused by external contact with a foreign object are covered). In addition, Emergency Treatment for orthodontic Services will also be provided resulting from an Accident; provided, however, if the orthodontic treatment is not performed in the Host Country due to Your condition or age within thirty (30) days from the date of the Accident, this Policy/Certificate will be secondary to any other health benefit plan in Your Home Country.
- 5.8.2 This benefit must be approved by the Assistance Service. Failure to utilize the Assistance Service to arrange for these Services will result in the denial of benefits.
- 5.8.3 Exclusions specific for this benefit: broken or chipped teeth, loosened or lost filings/ amalgams while eating, chewing, and biting are not, at any time, considered an Accident or a result of an Accident under the terms of this Policy/Certificate.

**5.9 Additional Conditions applicable under Optical Expenses Benefit**

If an eyewear (excluding sunglasses) is broken by an Accident, namely, if a breakage/ripping makes it impossible to use the pair of glasses or contact lenses, we will reimburse the cost of a new eyewear up the limit specified in the Table of Benefits. This benefit is conditional on submission of the original purchase receipt for a new pair of glasses (excluding sunglasses) or contact lenses.

**5.10 Additional Conditions Applicable under Emergency Medical Evacuation Benefit**

- 5.10.1 In the event of Emergency, when appropriate Medical Treatment is not available locally, this Policy/Certificate provides Emergency Medical Transportation to the closest medical Provider capable of providing the required care. Should Treatment be available locally, but You choose to be treated elsewhere, transportation expenses to another Provider, even if the Provider is approved by the Assistance Service, shall be Your responsibility.
- 5.10.2 In the event of Emergency, the Assistance Service reserves the right to determine itself the medical Provider to which You shall be transported, and the means of transportation (judged necessary/appropriate by the doctors). If You choose not to be treated at the Provider arranged by the Assistance Service, then You become responsible for the arrangement of Your medical evacuation Yourself while this insurance shall reimburse You only Reasonable and Customary Charges.
- 5.10.3 Following completion of the Treatment and if medically able, the Insurer will also cover the cost of the return trip, at economy rates, for Your return to Your Home Country.
- 5.10.4 Emergency Medical Evacuation will only be authorized when You are deemed fit to fly. If You refuse to be evacuated when declared medically fit to travel, any additional expenses incurred after such refusal shall be Your responsibility.
- 5.10.5 If You are not declared medically fit to travel by the Insurance End Date, any additional expenses incurred after Insurance End Date shall be Your responsibility.

### **5.11 Additional Conditions Applicable under Return of Mortal Remains Benefit**

- 5.11.1 In the event of death from an Accidental Injury or Illness, this Policy/Certificate will provide coverage for: (i) the cost of transportation of Your body or ashes to Your Home Country, including all necessary documentation; or (ii) the cost of sending the urn to the Home Country.
- 5.11.2 This benefit is subject to the following limitations:
- Coverage is limited to expenses for embalming, a container legally appropriate for transportation, shipping costs and necessary government authorizations.
  - Funeral costs are not covered.
  - The original death certificate must be provided along with copies of any payment of cremation Services when a request for Reimbursement is made.
  - This benefit must be approved by the Assistance Service. Failure to utilize the Assistance Service to arrange for these Services will result in the denial of benefits.

### **5.12 Additional Conditions Applicable under the Benefit of Presence of a Close Contact Person in the event of death**

- 5.12.1 If You were alone at Your location and the presence of a Family member or Close contact proves to be necessary for recognition of the body and the repatriation or cremation formalities, We will organize and cover his or her round-trip transport as well as the Expenses of his or her stay at Your location up to the limits shown in the Table of Benefits.

### **5.13 Additional Conditions Applicable under Emergency Reunion Benefit**

- 5.13.1 We will arrange and pay for roundtrip economy-class transportation and the cost of lodging (hotel accommodations) for the following:
- If Your Hospital Stay is planned to last more than three (3) days, one (1) individual of Your choice, from Your Home Country, to be at Your side while You are hospitalized;
  - If Your Hospital Stay is planned to last more than seven (7) days, two (2) individuals of the Your choice, from Your Home Country, to be at Your side while the You are hospitalized up;
  - the cost of lodging cannot exceed the limits specified in the Table of Benefits.
- 5.13.2 The period of emergency medical reunion is not to exceed 15 days, including travel. Any expenses past the 15 days will become the sole responsibility of You and/or Your companion.
- 5.13.3 This benefit must be approved and arranged by the Assistance Service. Failure to utilize the Assistance Service to arrange for these Services will result in the denial of benefits.
- 5.13.4 The companion(s) must return home no later than five (5) days after You are discharged from the Hospital. The date of discharge will be determined by the Hospital invoice.
- 5.13.5 This cover cannot be combined with the “Extension of stay of the Accompanying Person” Benefit.

### **5.14 Additional Conditions applicable under Extension of stay of the insured person**

- 5.14.1 If the Assistance Service recommends an extension of Your Stay at Your location due to Your health condition, we will organize and pay for Your additional accommodation costs in the event of immobilization at Your location.
- 5.14.2 You also benefit from this cover if You are subject to a Personal Quarantine obligation in Your Place of Stay and because of that, You cannot go home to Your Home country. However, no benefit shall be paid in case a national-wide or regional-wide quarantine (“lock-down”) is announced because of an epidemic or a pandemic (such circumstances are recognized as a force-major event releasing the Insurer from its liability).
- 5.14.3 Our coverage is effective until the date of Your return to the Home Country, but the insurance benefit shall be paid up to the limits set out in the Table of Benefits.
- 5.14.4 This cover cannot be combined with the “Emergency Reunion” Benefit.

### **5.15 Additional Conditions applicable under Extension of stay of the accompanying person**

- 5.15.1 If You are hospitalized during Your stay or the Assistance Service recommends an extension of Your Stay at Your location due to Your health condition, We will organize and pay for additional

accommodation costs of the Members of Your family (if also Insured) or an Insured Person who is not Your family member, and who stays with You (Accompanying Person).

5.15.2 The accompanied person will also benefit from this cover if he/she are subject to a Personal Quarantine obligation in Your Place of Stay and because of that, he/she cannot go home to his/her Home Country. However, no benefit shall be paid in case a national-wide or regional-wide quarantine (“lock-down”) is announced because of an epidemic or a pandemic (such circumstances are recognized as a force-major event releasing the Insurer from its liability).

5.15.3 Our coverage is effective until Your hospitalization ends, but the insurance benefit shall be paid up to the limits set out in the Table of Benefits.

5.15.4 This cover cannot be combined with the “Emergency Reunion” Benefit.

**5.16 Additional Conditions applicable under Return home after stabilization of condition**

5.16.1 At the end of Your Hospitalization or Immobilization at Your location and after medically confirmed stabilization of Your condition, we organize Your return home and that of the members of Your family who are also insured or of an Insured Person with no family relationship who is accompanying You, provided they have stayed with You.

5.16.2 We pay for a new transport ticket to allow You to return to Your home if You or the other insured people who stayed with You cannot use the initially planned ticket.

**5.17 Additional Conditions applicable under Return of a person accompanying the insured person**

5.17.1 In the context of Your Emergency Medical Evacuation or the repatriation of Your body, We organize and pay for the return to the Home country of the Accompanying Person.

**5.18 Additional Conditions applicable under Sending necessary medicines not available in the Host country**

5.18.1 If, while abroad, You cannot find the drugs prescribed before departure by Your Doctor and essential for Your state of health, we will organize the search for them and cover the expenses of shipping them to where You are staying.

5.18.2 The cost of the prescribed drugs and customs fees remain Your responsibility.

5.18.3 We will advance the drug costs and customs fees in exchange for a guarantee deposited by You or by a third person.

**5.19 Additional Conditions applicable under Sending a doctor to insured person’s location abroad**

5.19.1 If the circumstances so require, the Assistance Service may decide to send a doctor to You in order to better assess what to do for Your repatriation.

**5.20 Additional Conditions Applicable under Emergency Return to Home Country Benefit**

5.20.1 When there is an Accidental death, life-threatening Accident, or life-threatening Illness of a Family Member in Your Home Country after You arrive in the Host Country and You are not able to use Your original return ticket to Your Home Country, We will arrange and pay for the roundtrip economy-class transportation to Your Home Country.

5.20.2 This benefit must be approved by the Assistance Service. Failure to utilize the Assistance Service to arrange for these Services will result in the denial of benefits.

**5.21 Reimbursement of medical expenses in the Home Country after repatriation organized by Our Assistance Service:**

5.21.1 This Insurance coverage applies for a maximum period of 30 days after Your repatriation to Your Home Country, provided that such repatriation was organized by Our Assistance Service, Your medical treatment in the Home Country continued but its costs were not fully covered by the compulsory health insurance / Social Security / National Health System of Your Home Country and any personal protection scheme You benefit from.

## 6 Accidental Death & Dismemberment Benefit

6.1 In the event of an Accidental Injury resulting in dismemberment (loss) specified below, this Policy/Certificate will pay lump sum benefit determined as a percentage of the relevant Sum Insured (specified in the Table of Benefits for Accidental Death & Dismemberment section), subject to conditions and exclusions specified elsewhere in this Policy/Certificate. If a Third Party is responsible for Your dismemberment, the Insurer will pay You the benefits and will exercise any and all of its rights of subrogation.

Loss Description	Percentage of Sum Insured
Loss of speech and loss of hearing	100%
Loss of speech and loss of hand), loss of foot or loss of sight of one eye	100%
Loss of Hearing and Loss of Hand, Loss of Foot, or loss of Sight of One Eye	100%
Loss of Hands (both), Loss of feet (both), Loss of Sight or a combination of any two of Loss of Hand, Loss of foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50 %
Loss of Hand, Loss of Foot, or Loss of Sight of One Eye (any one of each)	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same hand	25%

If case an Accident occurred while Your insurance cover is in force, results in such Body Injury that You die within 24 months of the Accident, without claiming the above dismemberment / paralysis benefit, we will pay Your legal heirs € 15,000.

### 6.2 Non-cumulative

The death benefit and dismemberment benefit are one and the same cover: the Personal Accident cover. Consequently, in the event of death following the Accident after recognition of a dismemberment following the same Accident, the compensation paid or due by the Insurer in respect of the dismemberment is deducted from those due in the event of death.

### 6.3 Maximum commitment: coverage limit per event

In the event that the cover is accepted in favor of several Insured People who are victims of the same event, the Insurer's liability may not exceed EUR 2,500,000 for all benefits due in respect of death and dismemberment. If benefits calculated in line with the Para. 5.21.1 in respect of all insured persons affected by the same even exceed the equivalent of EUR 2,500,000, then all benefit amounts due will be reduced by the same percentage, in order to make sure that the total of these benefits does not exceed the equivalent of EUR 2,500,000.

## 7 Travel Assistance

### 7.1 Assistance in case of loss or theft of papers abroad

- 7.1.1 In the event of theft or loss of Your personal documents, we can provide You with information on the following:
- Procedure for stopping payment and the telephone number of stop-payment departments for the cards held by You;
  - Reporting loss or theft (where to report);
  - Renewal assistance (where to go, required documents, addresses, how long it takes, etc.).
- 7.1.2 We may also provide You with a cash advance to enable You to make essential purchases up to the limits set out in the Table of Benefits.

### 7.2 Reimbursement of costs of replacement of personal documents

- 7.2.1 Your identity papers, driving licence, passports, cards, or local and urban transport tickets for local use are only refunded in the event of Aggression or Theft. The costs of replacement of identity papers, passports and driving licences local and urban transport cards or tickets will be reimbursed upon submission of the declaration of theft and report filed with the local authorities, together with the invoice paid up to the limits set out in the Table of Benefits.

### 7.3 Sending urgent messages

- 7.3.1 If it is physically impossible for You to send an urgent message and if You so request, we will transmit any message to Your Family Members or Close Contacts and vice versa.

### 7.4 Legal assistance abroad

- 7.4.1 If You are the subject of court proceedings following an unintentional infringement of local laws outside of Your Home Country, which occurred as part of Your private life, i.e. for acts unrelated to the performance of a business activity, We undertake to provide You with the below benefits:
- 7.4.2 Advance of bail
- Upon presentation of a security deposit, or signing of an acknowledgement of debt, We will advance a bail that is required by the local court authorities for Your release or to enable You to avoid jail, up to the limits set out in the Table of Benefits. This advance will be paid directly to the local judicial authority or to any organization or person designated by it. You are required to:
- designate us directly as the recipient of the funds in case of reimbursement of the deposit decided by the court authority and, in case of a reimbursement sent directly to You, immediately return the reimbursed amount to Us;
  - reimburse the advanced funds within thirty (30) days of the court decision becoming enforceable;
  - in any case, reimburse us within sixty (60) days of the date of payment.
- 7.4.3 Legal fees
- We cover legal fees up to the limits set out in the Table of Benefits.

### 7.5 Search and rescue costs

- 7.5.1 We reimburse You the search and rescue costs incurred to find You and evacuate You to the nearest reception centre, using companies that are duly licenced, authorized and have the required resources.
- 7.5.2 We may advance these costs on Your behalf, up to the limits set out in the Table of Benefits.
- 7.5.3 The cover takes effect on the departure date of Your Trip and ends automatically on the return date of Your Trip.
- 7.5.4 The following exclusions shall apply in addition to the General Exclusions:
- Search and rescue costs resulting from not observing the rules of caution issued by the site operators and/or the regulations governing the activity that You practice;



- b. Search and rescue costs incurred by practicing a professional sport, participating in an expedition or a competition.

## **7.6 Transport delays**

7.6.1 We compensate You per hour of delay per person and per Outward Journey up to the amount indicated in the Table Of Benefits, for the food and beverage expenses incurred at the departure terminal or station and accommodation at the hotel if the departure of the scheduled Means of Public Transportation for which You have a reservation is delayed by at least 24 hours from the scheduled arrival time, due to a mechanical or technical breakdown of the scheduled Means of Public Transportation on which You booked Your Journey.

7.6.2 This cover applies provided that the flight confirmation formalities were carried out within the time period required by the Tour Operator. In the event of disagreement,

- a. for Regular Flights, “the Official Airlines Guide” will be referred to in order to determine the flight and connection times.
- b. for Chartered Flights, train tickets or boat journeys, the departure times, connections and destinations are those showing on the Insured Person’s ticket.

## **7.7 The following exclusions shall apply in addition to the General Exclusions:**

- a. any delay in the return journey;
- b. all costs or expenses for which any carrier or service provider must pay You compensation, or has paid You or will pay You compensation, as well as all amounts paid as compensation by the tour operator or service provider
- c. any delay due to the temporary or permanent withdrawal of an aircraft, ordered:
  - by the airport authorities,
  - by the civil aviation authorities,
  - by a similar organisation.
- d. any delay announced more than 24 hours before the departure date;
- e. any refused boarding following an overbooking;
- f. any flight missed for which the Insured Person’s booking was confirmed regardless of the reason;
- g. any event of which liability may be incumbent on the tour operator pursuant to Order No. 2017-1717;
- h. compensation claims when You have not complied with the contractual terms of the travel agent, tour operator or carrier.
- i. compensation claims where You have not obtained a written certificate from the carriers (or their agents) confirming the duration and reason for the delay.
- j. a Strike or Social Movement or a delay due to air control, either current or announced before the date on which You made Your travel arrangements and/or before the date on which You subscribed to this Policy/Certificate.
- k. termination of service (temporary or otherwise) of an aircraft or ship on the recommendation of the aviation authority, port authority or any other similar body in any country.
- l. private Chartered Flights.

## 8 Baggage Insurance

### Baggage & Personal Effect Insurance when Travelling

- 8.1.1 In the event Your personal belongings are damaged or lost solely due to theft, robbery, assault, traffic Accident or transportation company mishandling while You are traveling to and from Your Host Country, we will pay You reimbursement up to the limit stated in Section 4 of the Table of Benefits, and subject to the conditions and exclusions specified elsewhere in this Policy/Certificate.
- 8.1.2 When luggage/baggage damage or loss occurs due to transportation company's mishandling, the Insurer acts as a secondary insurance carrier. The primary coverage is provided by the transportation company. A claim must immediately be filed with the transportation company. The amount not reimbursed by the transportation company may then be claimed with the Insurer. If the transportation company denies Your claim based on the fact that You did not file a claim or that the claim was not filed in a timely manner, we will also deny Your claim since we are secondary to the transportation company.
- 8.1.3 The reimbursement envisaged by this Article is available for:
- The loss or destruction of Baggage or Precious/Valuables which have been correctly checked in or entrusted to the carrier or entrusted to the tour operator during organized transport and transfers.
  - Theft with forced entry of Baggage or Precious/Valuables from any locked and closed vehicle between 7 a.m. and 9 p.m. (local time).
  - In cases of theft, cover is available provided the Baggage and Precious/Valuables are either under Your direct supervision, in Your room or placed in a private locker.
  - Precious objects are only covered against theft and only when carried personally by You or placed in a safe in Your room or in the hotel's safe.

The amount of reimbursement of costs of Valuables and Precious objects will be the value at the time of purchase minus a deduction corresponding to depreciation based on the age of the item and are subject to the limits indicated in the Table of Benefits. Please refer to the Appendix 1 for the Depreciation Table, however:

- If the item can be repaired at a lower cost, We will only cover repair costs.
  - The original (at purchase) value of an object must be backed by such documents as a receipt or a bank/credit card statement or a warranty/guarantee certificate. Failure to submit documentation backing the original value would make Your claim invalid and the claim will be rejected.
- 8.1.4 Your duties in case the baggage is lost, stolen or damaged are:
- If Baggage is lost, stolen or damaged during handling by a carrier, transport company, authority or hotel, You must provide them with the details of the incident in writing.
  - If Baggage is lost, stolen or damaged while entrusted to an airline, You must:
    - obtain a lost baggage report form (PIR) from the airline,
    - send the report of the incident by post to the airline within the time specified by the transport agents (please keep a copy thereof),
    - keep all transport tickets and registration labels in order to claim compensation.
  - You must provide an original receipt or proof of ownership for objects to support Your claim. In the case of failure to comply with the above conditions, Your claim may be rejected or reimbursement can be reduced.
- 8.1.5 If all or some of the lost or stolen items are recovered at any time whatsoever, You must inform us immediately. If the items are recovered:
- before You received reimbursement from Us, You must reclaim the items. We will only be obliged to reimburse any damage actually sustained and any costs You have incurred, with our agreement, to recover the items;
  - after You received reimbursement from Us, You will have thirty days from the date of recovery to decide whether to reclaim or leave all or some of the recovered items. After this time, the items will become our property.

- 8.1.6 If You reclaim the items, the reimbursement will be revised based on the value of the items on the date of recovery and You must return any overpayment that You may have received.
- 8.1.7 If You learn that a person is in possession of the lost or stolen goods, You must inform us within eight days.

## **8.2 Exclusions Specific to the Lost, Stolen or Damaged Baggage Insurance**

The following exclusions shall apply in addition to the General Exclusions (given in Article 10):

- a. cash, bank notes, securities and financial instruments of any kind, tickets, documents, business documents, magnetic cards, credit cards;
- b. keys, with the exception of those of Your apartment in the Home Country or of Your Host Family's house;
- c. perfumes, perishable goods, lighters, pens, cigarettes, cigars, wine, alcohol, and spirits and in general all foodstuffs;
- d. medicines;
- e. prosthetics of any kind, dental prosthetics, glasses and contact lenses, and medical equipment, unless damaged as a result of a serious accident-causing bodily injury;
- f. car radios;
- g. paintings, works of art, craft objects, antiques, and musical instruments;
- h. CDs, video games and their accessories;
- i. theft or damage to baggage which occurs in Your Home Country;
- j. theft without forced entry from any residential property which is not closed and covered and locked;
- k. theft of all kinds and any damage caused at campsites, in hangars, on private leisure boats, or in caravans and trailers;
- l. baggage stolen or destroyed whilst left unattended in a public place or in premises accessible to multiple occupants;
- m. goods entrusted to third parties, or which are the responsibility of third parties such as depositaries; however, this does not apply to baggage handed to a carrier or entrusted to a tour operator or hotel;
- n. forgotten, lost (except by a transport company) or exchanged objects;
- o. destruction due to an inherent defect, abnormal or natural wear and tear, or damage caused by rodents, insects, or vermin;
- p. destruction caused by temperature or light, leaking fluids, grease, dyes, corrosives, flammable substances, or explosives contained in the insured Baggage;
- q. damage from scratches, scuffs, tears, and stains;
- r. damage to fragile objects such as glassware, windows, porcelain, earthenware, statues, ceramics, crystal, alabaster, wax, stoneware, marble, and any similar objects, unless caused by theft or attempted theft;
- s. seizure, embargo, confiscation, capture, destruction or sequester ordered by any public authority.

## **8.3 Baggage & Personal Effects Insurance when Staying abroad or in the Host Family's House**

In the event Your personal belongings are damaged or lost solely due to theft, robbery, assault, or traffic Accident when staying abroad or in the Host Family's House, we will pay up to the limits stated in Section 4 of the Table of Benefits, subject to conditions and exclusions specified below and elsewhere in this Policy/Certificate.

- 8.3.1 the benefit is payable if Your host family's homeowners or automobile insurance carries a deductible or if Your belongings are not covered under such insurance.
- 8.3.2 If You are en route or are staying at a campus dormitory or hotel, only fire or water damage is reimbursed, since the primary theft insurance is provided by the hotel or dormitory facility.
- 8.3.3 In case of a robbery, You must immediately report the Loss to the police, transportation company, hotel, etc.

- 8.3.4 You must provide a copy of the report to the Assistance Service along with Your claim for reimbursement. Only the official theft/loss or police report will be accepted by the Assistance Service. It is Your responsibility to submit a comprehensive report to the police. This is mandatory in order to process Your claim. In filing a claim for property, You must also provide a detailed description of the property along with its date of purchase and value. Bills, invoices, or other proof of value are required. Stolen or damaged property will be valued allowing for depreciation at the time of the Loss. Please refer to the Depreciation Table in Appendix 1.
- 8.3.5 Only in case of an assault or theft will ID cards, driver's license, or passport be reimbursed.
- 8.3.6 You must submit Your claim to the Assistance Service within 5 days from the date Your property was lost/stolen/damaged.
- 8.3.7 Property excluded from this insurance cover:  
Musical instruments, bicycles, weapons, and hunting gear (even when borrowed) lost or abandoned property, glasses, contact lenses, artificial limbs/prosthesis, all means of payment (check, credit card, coins, currencies), stamps, manuscripts, concert tickets, legal/professional documents, all transportation tickets, keys, cellular phones, animals, motor-driven vehicles, boats.
- 8.3.8 No coverage is provided for the following:
- if jewels are lost in the course of sports or if they are not worn.
  - if the theft occurs from unlocked premises.
  - if property is left anytime in a convertible, a tent or in a trailer.
  - if property is visible in the interior of any car.
  - if property is left from 9 p.m. to 7 a.m. in any car.
  - if the car was not broken into.
  - for normal wear and tear or due to atmospheric influences.
  - for damage due to moths and rodents.
  - for damage due to unsuitable packing.
  - for property confiscated by any governmental authority.
  - for loss of I.D. cards, driver's license, or passport (unless You are a victim of an assault or theft), or loss of local transportation tickets.
  - for damage caused by carried liquids.
  - for damage caused by an Accidental fall.
  - due to the negligence of You including, but not limited to, bags left unattended in public areas (e.g., premises to which more than You have access).

#### 8.4 Delayed Baggage

- 8.4.1 We compensate You, up **to the limits set out in the Table Of Benefits** for all **Insured Persons** travelling together, for emergency clothing replacement costs, medicines and toiletries if the registered **Baggage** is temporarily misplaced during transit of the **Outward Journey** and has not been delivered to **You** within 24 hours of **Your** arrival, provided that a written statement has been obtained from the airline stating the number of hours the **Baggage** has been delayed.
- 8.4.2 If the loss is permanent, the amount will be deducted from the final amount to be paid under the Lost, Stolen or Damaged Baggage Insurance section.
- 8.4.3 **You** must obtain a written certificate from the carrier (e.g., airline) confirming the number of hours that Your **Baggage** has been delayed. **You** must:
- obtain a lost baggage report form (PIR) from the airline or their agents,
  - send the incident report by post within the deadline specified by the carrier and keep a copy thereof,
  - keep all transport tickets and registration labels in order to claim reimbursement;
  - keep safe original invoices for Your emergency purchases, cost of which You are going to submit for reimbursements.

In the case of failure to comply with the above conditions, Your claim may be rejected or reimbursement can be reduced.

- 8.4.4 All amounts are only valid for real expenses with a receipt that exceed any compensation paid by the carrier.
- 8.4.5 The amounts shown in the Table of Benefits correspond to the total for each delay, regardless of the number of Insured Persons travelling together.
- 8.4.6 The following exclusions specific to the delayed baggage insurance shall apply in addition to the General Exclusions (given in Article 10):
  - a. claims that do not concern Your Outward Journey.
  - b. claims for compensation due to delay, confiscation or detention by customs or any other authority.
  - c. claims following a baggage delay when they are shipped as freight or bill of lading.
  - d. the costs or expenses for which any carrier or service provider must pay You compensation or has paid You or will pay You compensation under a compensation scheme that is contractual or defined by regulations.
  - e. reimbursement of items purchased after Your baggage has been returned.
  - f. claims for reimbursement of expenses not justified by detailed invoices.
  - g. claims for which You do not have a written certificate from the carrier (or its agents), confirming the number of hours Your baggage was delayed and when it were returned to You.
  - h. any purchase made more than 4 days after the actual arrival at destination.

## 9 Third Party Personal Liability and Legal Expenses

**This cover applies if the Insured Person is not covered by any liability insurance taken out elsewhere.**

### 9.1 Insured Event

This insurance is in force in the Host Country only. We reimburse, up to the amount indicated in Section 5 of the Table of Benefits, the damage that You are legally obliged to reimburse according to the laws of Host Country in the event of bodily injury, property damage or financial losses caused to third parties in the course of Your private life by You, or by the persons for whom You are responsible, or by the things or animals in Your custody, as well as any material damage caused to an Object entrusted by Your host family and used during Your stay, or via Your practicing a dangerous sport listed and indicated as accepted by this coverage in Appendix 2, provided that the event giving rise to the damage occurred during the Trip while this insurance was in force.

#### 9.1.1 Your obligation in case of an Insured Event

You are entitled to acknowledge or settle damage only based upon Our preliminary written consent (consent of the Insurer or that of the Assistance Service authorized by the Insurer).

- a. You are obligated to report each and every occurrence of damage to the respective competent authorities (e.g., police or firemen), if the circumstances under which the damage occurred give rise to a suspicion that a criminal activity was committed. You are also obligated to provide testimonies of witnesses and written statements of witnesses (including their first names, surnames, addresses and description of the case) and to have these facts incorporated in the official report by competent authorities.
- b. You are obligated to send Us the copy of the official report made by competent authorities as soon as possible in given circumstances.
- c. You are obligated to discuss with Us appointment of any legal services, to follow Our instructions and respect Our decision to appoint an attorney to represent Your interests.
- d. You are obligated to immediately provide Us with all necessary information and documents on the occurrence of the Insured Event (e.g., a police report, names and addresses of the injured persons or the witnesses and their written statements, proof of the amount of the damage incurred) as requested by Us.

### 9.1.2 Reimbursement

- a. In the event of an occurrence of an Insured Event, We will provide indemnification up to the amount stipulated in Section the Table of Benefits.
- b. The extent of indemnification is limited by the extent of the damage for which You are liable towards the aggrieved party.
- c. The extent of the damage shall be duly proved to Us.

### 9.2 Legal Expenses Abroad

Subject to Our prior consent, we will reimburse the legal expenses for the court cases occurred in the Country of Stay, in order to organise Your defence or Your recourse, such as investigation costs, costs of police reports, bailiff's reports, expert or technical fees, lawyer's fees and non-taxable costs. **Penalties and/or fines imposed on You are excluded.**

**For defence:** the costs of legal proceedings for Your defence when You are brought by a third Person before the criminal courts following an offence committed at the time of an event covered by the private liability Abroad cover.

**For recourse:** the costs of legal proceedings for You to seek recourse against a third Person when You have suffered damage, provided that the harmful event is covered under other sections of this Insurance Policy/Certificate.

#### 9.2.1 Specific Legal Expenses Abroad procedure

If legal action is brought against You, You will give Us all powers to manage the action and to exercise any recourse in front of the civil courts or to join Us to our defense and to exercise recourse on civil interests before the criminal courts. You must forward Us, upon request, any summons, writ, extrajudicial document and procedural document sent to You or served on You.

If You fail to fulfil these obligations, We will reimburse the injured third parties or their assigns, but We reserve the right to take action against You to recover the sums overpaid to the third parties as a result of Your failure to co-operate with Us.

#### 9.2.2 Settlement in the event of disagreement for Legal Expenses Abroad

In the event of disagreement over the merit of Your rights or over the measures to be taken to resolve the dispute, the parties can decide to appoint a conciliator, by mutual agreement or, failing that, have one appointed by the court within the jurisdiction of the victim's Domicile. The costs incurred will be paid by Us unless the court decides otherwise.

If, contrary to Our opinion or, where applicable, the conciliator's opinion, You decide to start litigation and obtain a more favorable solution than that was earlier proposed by Us or the conciliator, We will pay the costs of the legal proceedings, however, our overall reimbursement of these costs combined with other legal expenses covered, shall not exceed **the limit specified in the Table of Benefits.**

### 9.3 Settlement and acknowledgement of liability

No acknowledgement of liability or settlement, made without Our prior approval, is enforceable against Us. Similarly, admitting the materiality of a fact or performing a simple duty of assistance cannot be classed as acknowledgement of liability.

### 9.4 Making a claim

The Insured Person must submit the claim to the Assistance Service **within ten (10) working days** of becoming aware of the event giving rise of the claim.

### 9.5 Exclusions specific to the liability and legal expenses insurance

The following exclusions shall apply in addition to the General Exclusions (given in Article 8):

- a. damage caused to Your Family Members, to people employed by You under a contract or without a contract,
- b. damage caused by Your professional duties or in the course of professional duties of people employed by You;
- c. damage caused to animals or objects belonging to You or which have been lent or entrusted to You;
- d. damage resulting from theft, disappearance, or misappropriation;

- e. damage resulting from a breach of trust, slander, or defamation;
- f. damage caused by the possession or utilization of means of transport, aircrafts, or vessels;
- g. damage resulting from hunting, all mechanical sports (motor, motorcycle and more generally any powered land vehicle) and all air sports;
- h. accidents resulting from the practice of the following sports: bobsleigh, rock-climbing, skeleton, mountaineering, competitive luge;
- i. damage caused to third parties resulting from the organization, preparation or participation in a competition organized on behalf of a sports federation, subject to administrative authorization or a legal insurance obligation;
- j. damage caused during the Insured Person's professional or any other gainful activity or during his/her participation in an activity organized by an institution or a local community;
- k. damage resulting from the Insured Person's liability as the perpetrator of offences committed under the effect of drugs, in a state of drunkenness or alcohol intoxication, or resulting from participation in a bet, challenge or fight;
- l. damage to secondary residences, or sports or playing fields of which, the Insured is co-owner or tenant by the year;
- m. the costs of repairing or replacing the pipes, valves and appliances incorporated into water and heating systems, when they are the cause of the loss;
- n. damage caused to the environment (e.g., by contamination of water, soil, air, damage to the flora or fauna, etc.);
- o. damage caused to things that have been rented, hired, or given to safekeeping;
- p. damage caused to another person, whether or not by negligence, by introduction or spread of an infectious human or animal disease, or disease of plant origin;
- q. damage caused by infringement of personal rights or intellectual property rights including rights related to a trademark, design, trade name, or patent rights;
- r. indemnification of moral damage or damage caused to legal entity's goodwill.

Lastly, losses in Iran, Cuba, North Korea, Syria, Venezuela, Belarus, Russian and Ukraine.

## 10 Exclusions

Unless otherwise is stipulated in the Individual Certificate of Insurance or elsewhere in the insurance contract, no benefit shall be payable as a result of or in connection with the following:

1. Any Pre-Existing Condition(s);
2. Injury or acute illness which is not presented to the Assistance Service for payment within sixty (60) days of receiving Treatment;
3. Charges for Treatment which is not Medically Necessary;
4. Charges provided at no cost to You;
5. Charges for Treatment which exceeds Reasonable and Customary Charges;
6. Charges incurred for Surgery or Treatments which are Experimental/Investigational, or for research purposes;

**For the purpose of this Exclusion, Experimental/Investigational means a drug, device or medical care or Treatment that is considered experimental/ investigational if:**

- a. The drug or device cannot be lawfully marketed without approval of the local regulator and approval for marketing has not been given at the time the drug or device is furnished; or has the approval of the local regulator but does not have evidence of effectiveness for the proposed use documented in peer reviewed articles in medical journals published in the Host country.
- b. The informed consent document utilized with the drug, device, medical care, or Treatment states or indicates that the drug, device, medical care, or Treatment is part of a clinical trial, experimental phase, or investigational phase or if such a consent document is required by law.

- c. The drug, device, medical care or Treatment or the patient informed consent document utilized with the drug, device or medical care or Treatment was reviewed and approved by the treating facility's institutional review board or other body serving a similar function, or if federal or state law requires such review and approval.
- d. Reliable evidence shows that the drug, device or medical care or Treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with a standard means of treatment of diagnosis.
- e. Reliable evidence shows that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with a standard means of treatment of diagnosis.

For purposes of this definition, "reliable evidence" means published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or Treatment; or the written informed consent used by the treating facility or other facility studying substantially the same drug, device or medical care or Treatment.

Assistance Service will make the determination if the drug, device, or medical care is Experimental/Investigational based on the above criteria. The Insurer will make the final determination as to whether a Service or Supply is Experimental/ Investigational.

7. Services, supplies or Treatment, including any period of Hospital confinement, which were not recommended, approved and certified as Medically Necessary and reasonable by a Doctor;
8. Suicide or any attempt thereof, self-destruction, self-inflicted or attempt thereof while sane or insane (may vary by state of residence);
9. War, Terrorism, hostilities or warlike operations (whether war is declared or not), invasion, act of an enemy foreign to Your nationality or the country in, or over, which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, explosions of war weapons, Utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined, murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to Your nationality whether war be declared with that state or not. Also excluded herein is any Loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the situations described above. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**For the purpose of this Exclusion:**

- a. Utilization of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
  - b. Utilization of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid, or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
  - c. Utilization of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.
10. Injury sustained while participating in professional athletics, including but not limited to the event, games, practice, conditioning, and any other activity related to professional athletics;



11. Routine physicals, immunizations, or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or x-ray examinations, including vaccinations, expenses for glasses, contact lenses, hearing-aids, prosthesis, and artificial limbs.
12. Diagnosis or Treatment of the temporomandibular joint;
13. Expenses for vocational, occupational, sleep, speech, recreational or music therapy
14. Services, Supplies, or Treatment prescribed, performed, or provided by a Relative of Yours or any Family Member of Yours or anyone who lives with You. This includes, but is not limited to, prescription medication and any diagnostic testing;
15. Elective Surgery which can be postponed until You return to Your Home Country, where the objective of the trip is to seek medical advice, Treatment or Surgery;
16. Treatment and the provision of false teeth or dentures or dental appliances, normal ear tests and the provision of hearing aids, hearing implants, dental expenses except as specifically provided in the Dental benefit;
17. Eye surgery, eye refractions, eye examinations, eyeglasses, contact lenses, unless the result of Treatment for complications of a covered Accidental Injury incurred during Your Insurance Period;
18. Cosmetic or plastic surgery (including deviated nasal septum), unless the result of Treatment for complications of a covered Accidental Injury incurred during Your Insurance Period up to the maximum benefit limit;
19. Treatment in connection with alcohol, drug or chemical abuse, misuse, illegal use, overuse or dependency or use of any drug or narcotic agent; Injury sustained while under the influence of or Disablement due wholly or partly to the effects of intoxicating liquor, chemicals, or drugs or narcotic agent, unless administered under the advice of a Doctor and said narcotic agent was taken in accordance with the proper dosing as directed by the Doctor, unless otherwise covered under this Policy/Certificate;
20. Injury sustained or Disablement due wholly or partly to the effects of intoxicating liquor or drugs other than drugs taken in accordance with the proper dosing as directed by a Doctor;
21. Any Mental and Nervous disorders or rest cures, unless otherwise covered under this Policy/Certificate;
22. Learning disabilities, attitudinal disorders, or disciplinary problems;
23. Congenital abnormalities and conditions arising out of or resulting therefrom;
24. Epidemic, pandemic, unless otherwise stipulated by Table of Benefits;
25. Expenses as a result of, or in connection with, intentionally self-inflicted Injury or Illness;
26. Medical expenses as a result of, or in connection with, the commission of a criminal/illegal offense;
27. Sports and activities which are not expressly mentioned in Appendix 2 as covered by this insurance;
28. Emergency Medical Evacuation arising out of any Illness or Injury while on a lake/river/sea/ocean vessel;
29. Pregnancy or Illness resulting from pregnancy, childbirth, or miscarriage; or for miscarriage resulting from an Accident or complications of pregnancy; or for postnatal care, unless otherwise covered under this Policy/Certificate;
30. Drug, Treatment, or procedure that either promotes or prevents conception, or prevents childbirth, including, but not limited to artificial insemination, Treatment for infertility or impotency, sterilization, or reversal thereof;
31. Treatment for human organ tissue transplants and their related Treatment;
32. Occupational diseases, including, but not limited to, disease(s) related to asbestos exposure, and the complications thereof, including asbestosis and mesothelioma related to asbestos exposure;
33. Injury sustained as the result of Your operating a Motor Vehicle while not properly licensed to do so in the jurisdiction in which the Motor Vehicle Accident takes place;
34. Expenses incurred for which the trip to the Host Country was undertaken to seek Medical Treatment for a condition;
35. Covered Expenses incurred during a trip after Your Doctor has limited or restricted travel;
36. Loss or damage (including death or Injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission,

nuclear fusion, or radioactive force, or chemical, biological, radiological, or similar agents, whether in time of peace or war, and regardless of who commits the act regardless of any other cause or event contributing concurrently or in any other sequence thereto;

37. Any Treatment for sexually transmitted diseases and any related conditions or Illnesses whether Pre-Existing or diagnosed during or immediately after a covered period under this Policy/Certificate, sex change operations, or for Treatment of sexual dysfunction or sexual inadequacy;
38. Weight reduction programs or the surgical Treatment of obesity, including, but not limited to, wiring of the teeth and all forms of intestinal bypass Surgery;
39. Expenses resulting from Acquired Immune Deficiency Syndrome (AIDS), Aids-Related Complex (ARC) or the Human Immunodeficiency Virus (HIV).
40. Exercise programs, whether or not prescribed or recommended by a Doctor;
41. Treatment required as a result of complications or consequences of a Treatment or condition not covered hereunder;
42. Charges for travel accommodations, except as provided for in the Emergency Medical Evacuation/Repatriation, Return of Mortal Remains, or Emergency Medical Reunion benefits;
43. Diagnosis or Treatment incurred as a result of exposure to non-medical nuclear radiation and/or radioactive materials;
44. Diagnosis or Treatment for acne, moles, skin tags, disease of sebaceous glands, seborrhea, sebaceous cyst, unspecified disease of the sebaceous glands, hypertrophic and atrophic conditions of skin, nevus;
45. Treatment, Services or Supplies that are not administered by or under the supervision of a Doctor and products that can be purchased without a Doctor's prescription; and/or
46. Treatment of sleep apnea or other sleep disorders;
47. Hernia of any kind;
48. Injury sustained while You are riding as a pilot, student pilot, operator, or crew member, in or on, boarding or alighting from, any type of aircraft;
49. Injury sustained while You are riding as a passenger or driver in any aircraft (a) not having a current and valid airworthy certificate; and (b) not piloted by a person who holds a valid and current certificate of competency for piloting such aircraft;
50. Service in the military, naval or air service of any country;
51. Flying in any aircraft being used for, or in connection with, acrobatic or stunt flying, racing or endurance tests;
52. Flying in any rocket-propelled aircraft;
53. Flying in any aircraft being used for, or in connection with, crop dusting or seeding or spraying, firefighting, exploration, pipe or power line inspection, any form of hunting or herding, aerial photography, banner towing or any experimental purpose;
54. Flying in any aircraft which is engaged in any flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted;
55. Being under the influence of alcohol or having taken drugs or narcotics unless prescribed by a legally qualified Doctor or Surgeon;
56. Injury occasioned or occurring while You are committing or attempting to commit a felony or to which a contributing cause was the You being engaged in an illegal occupation;
57. While riding or driving in any kind of competition;
58. Abortion;

## 10.1 Restrictions of Insurance Cover in Certain Circumstances

### 10.1.1 Car accidents

This coverage is in effect after all other insurance arrangements (e.g., motor insurance, any other mandatory or private insurance associated with vehicles) have been used and did not cover some of Your medical expenses. Therefore, any claim must first be submitted to the motor vehicle insurance company(ies) of all drivers and vehicles involved in the accident.

In order to benefit from our coverage of non-reimbursed costs, You must provide a written statement from the insurance company(ies) concerned that all coverage provided for in their policy(ies) has been exhausted.

### 10.1.2 Workplace accidents

In the event of an accident at work, this coverage is in effect after the compensation paid by the employer's liability insurance policy or group life or medical insurance arrangement sponsored by the Employer.

### 10.1.3 Insurance and driving licence

With this insurance Policy/Certificate You are only covered for medical expenses when driving a car as part of a driver training program supervised by a professional driving teacher.

This medical expense cover applies only to the Insured Person.

**NEITHER CIVIL LIABILITY NOR DAMAGE TO THIRD PARTIES, THEIR PROPERTY OR VEHICLES ARE COVERED BY THIS POLICY/CERTIFICATE.**

Medical insurance will only be valid if You are driving under the supervision of a professional driving instructor, as part of a driver training programme. You will also be insured during the official exam, under the direct control of the State Inspector.

Driving to and from the driver's licence exam is not considered part of the driver training programme and is therefore not covered.

## 11 Claims Administration Procedures

11.1 The insurance provided under this Policy/Certificate shall be in excess of all other valid and collectible insurance or indemnity and shall apply only when such other benefits are exhausted.

11.2 Coverage available through another insurance policy providing medical expense benefits shall always be prior coverage to the coverage presented by this Policy/Certificate. If there are no other valid and collectible benefits available from any other source, this insurance will pay the Covered Expenses up to the limits of this Policy/Certificate, with the Insurer reserving the right to review and potentially subrogate with any undeclared coverage whether known or unknown to You.

11.3 We are not responsible for the quality of care received from any institution or individual. This Policy/Certificate does not give You any claim, right or cause of action against us based on an act of omission or commission of a Hospital, Provider, Doctor or other provider of care or Service.

11.4 All claims are subject to Reasonable and Customary Charges as determined by Assistance Service and are processed in the order in which they are received by Assistance Service. In order for claims payment to be made, claims must be submitted in a form acceptable to Assistance Service.

11.5 Upon Your admission to the Hospital, the latter will inform the Assistance Service, who in turn, will verify Eligibility and the benefits provided under this Policy/Certificate. The Hospital may submit a claim and will be paid directly by Us. You will be billed only for expenses that are not covered by this Policy/Certificate. If the Hospital does not arrange for direct payment, You will be responsible to pay the Hospital and submit a claim for reimbursement.

11.6 All claims for reimbursement must be submitted by You or by Your legal representative through the online website indicated on Your Member ID Card, no later than sixty (60) days from the date of Service. Copies of documents backing the claim are accepted as long as the integrity of the documents is not altered. However, We reserve the right to request original documents at our discretion.

If the complete claim is not received within sixty (60) days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- a. it can be shown that it was not possible within reason to submit notice within the sixty (60) day period; and
- b. it is further shown that notice was given as soon as possible.

In case of a claim, please refer to the AVI website which can be found on Your Certificate of Insurance and Member ID Card.

All claims must be accompanied with the following:

- a. Claimant's name.
- b. Doctor's specialty.
- c. Detailed description of Service rendered (office visits, Surgery, etc.).
- d. Original itemized invoices with fees on Doctor/Hospital letterhead. Invoice must include patient's full name, date of birth, Diagnosis (type of Illness), date of the visit, Treatment type, Doctor's charges, and acceptable proof of payment (credit card receipt).
- e. Prescription medications must clearly provide the name of the patient, the price of the Drug, and prescription quantity. Copy of the Doctor's script is required.
- f. In the case of hospitalization, You must attach the Hospital medical notes or reports, and our Pre-Authorization provided to You. Please ensure that Your invoice details the cost of private or semi-private room.
- g. In the case of death, a certified copy of the death certificate.

11.7 Upon receipt of proper and acceptable written proof of expenses incurred, the Assistance Service or AVI will:

- a. Pay covered benefits under this Policy/Certificate; or
- b. Notify You (or claimant on behalf of You), in writing, the reasons for nonpayment of the claim; or
- c. Notify You (or claimant on behalf of You), in writing, that additional information is necessary for the review and/or payment of the claim within the terms of this Policy/Certificate.

#### **11.8 Physical Examination and Autopsy**

When a claim is pending or while benefits are being paid, we have the right to have a Doctor of Our choice examine You as often as is reasonably necessary. We also have the right to request an autopsy in the case of death. We will pay the cost of the examination or autopsy.

#### **11.9 Recovery of Overpayment**

If benefits are overpaid, or paid in error, We have the right to recover the amount overpaid or paid in error by any of the following methods:

- a. A request for lump sum payment of the amount overpaid or paid in error; or
- b. Reduction of any proceeds payable under this Policy/Certificate by the amount overpaid or paid in error.

#### **11.10 Recovery of Benefits**

We reserve the right to recover from You any benefits We have paid to You for Injuries which are covered under:

- a. workers' compensation or similar statutory remedies available under law; or
- b. Any employer's liability Insurance.

It will be assumed that You are in receipt of such benefits unless You give Us proof such benefits have been denied to You.

#### **11.11 Right of Reimbursement/Subrogation**

If You recover expenses for Illness or Injury that occurred due to the negligence of a Third Party, We have the right to reimbursement for all benefits We paid from any and all damages collected from the negligent Third Party for those same expenses whether by action at law, settlement, or compromise, by You, Your parents if You are a minor, or Your legal representative as a result of that Illness or Injury. We are assigned the right to recover from the negligent Third Party, or his or her insurer, to the extent of the benefits We paid for that Illness or Injury. You are required to furnish any information or assistance or provide any documents that We may reasonably require in order to exercise Our rights under this provision. This provision applies whether or not the Third Party admits liability.

### 11.12 Legal Actions

No legal action may be brought to recover on this Policy/Certificate within sixty (60) days after a completed claim has been furnished. No legal action may be brought after one year from the time a completed claim is required to be furnished.

## 12 Duty of Disclosure

- 12.1 You must take proper care and concern when answering any questions asked by the Policyholder when entering into the Insurance Policy/Certificate, at its renewals, etc., ensuring that any information provided is accurate and complete. You are liable to disclose to the Policyholder all circumstances known to You (including but not limited to the circumstances declared in the relevant insurance application form), which are significant for the assumption of the insurance risk under the Insurance Policy/Certificate (i.e., all circumstances that are likely to have an influence on the Insurer's decision to accept the risk/on the conditions subject to which the risk may be accepted). When the Policyholder makes a decision about terms and conditions on which a person could be insured under the Insurance Policy/Certificate, it fully relies on the information provided by You or by Your legal representative.
- 12.2 If the Policyholder establishes that, when entering into the Insurance Policy/Certificate, at its renewal etc., You deliberately or recklessly provided the Policyholder with untrue and/or misleading and/or incomplete information, the Insurer will have the right to:
- treat such individual insurance void from the start;
  - decline all claims thereunder; and
  - retain the insurance premium received; and
  - demand reimbursement of all the Benefits as paid by the Policyholder under such Insurance Policy/Certificate;
  - demand reimbursement of all other cost and damages as suffered by the Policyholder in relation thereto.

The Policyholder will notify You about the above-mentioned accordingly in writing or by e-mail.

- 12.3 If the Policyholder establishes that You have carelessly provided the Policyholder with untrue and/or misleading and/or incomplete information, and if no Claim has ever been reported from You, the Policyholder (at its sole discretion) will have the right to:
- treat such individual insurance void from the start, refuse to pay any Claim thereunder and return the Insurance Premium received; or
  - propose changes to the conditions of the Insurance Policy/Certificate with due regard to the accurate and complete information that has become available.

The Policyholder will notify You or Your legal representative in writing or by e-mail if (a) or (b) applies. If within 10 days as of receipt of the Policyholder's notice about applicability of point (b) You do not accept the Policyholder's proposal, the Policy/Certificate shall automatically lapse in line with point (a).

- 12.4 If the Policyholder establishes that (when entering into the Insurance Policy/Certificate, at its renewal etc.) that You have carelessly provided the Policyholder with untrue or misleading or incomplete information, and if a Claim has ever been reported to the Policyholder under such Insurance Policy/Certificate, the Policyholder shall (in writing or per e-mail) propose to the changes to the conditions of the existing Insurance Policy/Certificate to be made with due regard to accurate and complete information. If within 10 days since the Policyholder's respective notice You do not accept the Policyholder's proposal, the Insurance Policy/Certificate shall lapse automatically, and the Insurer will have the right to:
- decline all Claims under such Insurance Policy/Certificate;
  - retain the Insurance Premium received;
  - demand reimbursement of all the Benefits as paid by the Policyholder under such Insurance Policy/Certificate;
  - demand reimbursement of all other cost/damages suffered by the Policyholder in relation thereto.

- 12.5 If You, or anyone acting on Your behalf, makes a false, fraudulent, or intentionally exaggerated Claim, or if fraudulent means/devices have been used by You or by anyone acting on Your behalf to obtain a Benefit under the Insurance Policy/Certificate (for example, a loss that is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device), the Insurer:
- will not be liable to pay such Claim; and
  - any amount paid by the Policyholder in respect of such Claim will become immediately due and owing to the Policyholder; and
  - may by notice to You treat the Insurance Policy/Certificate as having been terminated with effect from the time of the fraudulent act.

If the Insurer exercises its right under point (c) above:

- it shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the Insurance Policy/Certificate (such as the occurrence of a loss, the making of a Claim, or the notification of a potential Claim); and
- it need not return any of the Insurance Premium paid.

## 13 Notice of Privacy Practices

- 13.1 For the purpose of entering into, implementing, and renewing the Policy/Certificate, the Insurer and the Policyholder will need the Personal data of persons to be insured, Insured Persons, and Dependents. Any Personal data requested will be adequate, relevant, and limited to what is necessary. If the person to be insured/Insured Person/Dependent does not wish to provide this to the Policyholder, the Policyholder will not be able to arrange entering into and implementation of the Policy/Certificate request (e.g., tailoring offerings, preparing the Policy/Certificate wording, handling Claims, etc.).

Processing of Personal data under the Policy/Certificate shall be subject to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Therefore, all the definitions and terms as used in this Policy/Certificate in respect of Processing of Personal data shall be interpreted with regards to this General Data Protection Regulation.

- 13.2 The following Personal data of data subjects will be processed based on the Policy/Certificate:
- full name;
  - age/date/place of birth;
  - gender;
  - address and other contact details (Country of residence, data related to planning on moving out of the Country of residence, Home County, e-mail address, telephone numbers);
  - identification data — identification document number (i.e., passport number), identification document;
  - social security-related data (including social security card number and other related data);
  - membership in an organization (for instance, when the Policyholder arranges insuring its members under the Policy/Certificate);
  - travel-related data;
  - IP addresses when visiting the Insurer's/Policyholder's webpage without disabling cookies;
  - nationality, citizenship;
  - marital status;
  - employment-related data — data pertaining to occupation/profession (current and previous), employment start and termination date, vacation, pregnancy, as well as other working time and absence from work;
  - signature, photo;
  - results of Criminal Checks relating to prevention of Fraud and/or Terrorist Activities — if mandatory and requested by applicable laws;
  - Dependents/Spouse/Partner/Family Details;

- p. bank and related financial/taxation data (including copies of bank cards, credit/debit card, and bank account details);
- q. health and medical history, medical condition related Personal data, such as data on Medical Treatment, goods, and services as provided to data subjects; data resulting from medical reports or from death certificates; medical and medical Claims history; details of physical and psychological health or medical conditions; etc.;
- r. other Personal data that may be shared by the data subject/Policyholder.

Personal data to be processed under the Policy/Certificate shall be obtained directly from data subjects or indirectly from third parties (family members and representatives, Policyholder, insurance intermediaries, Doctors, Providers, state institutions, and other third parties as authorized to disclose such Personal data).

- 13.3 Full information about how Personal data shall be processed under the Policy/Certificate is provided in the Privacy Policy, which can be viewed by clicking on the site terms and conditions at the website [www.dhig.net](http://www.dhig.net).
- 13.4 The Controller of Personal data of the persons to be insured, Persons Insured and Dependents shall be the Insurer. The contact details of the Insurer are as indicated in the Policy/Certificate.
- 13.5 The Policyholder is the processor of Personal data as appointed by the Insurer. The Policyholder is entitled to engage other processors as may be necessary for Processing of Personal data for the purposes as set in paragraph 13.8 of these Rules.
- 13.6 For the purposes as set in paragraph 13.8 of the Rules, the Personal data may be disclosed to Reinsurers, co-insurers, Medical Consultants, the Assistance Service, other Providers, technical consultants, insurance administration service providers, lawyers, auditors, financial and tax related advisors, banks, and fraud investigators, as well as supervising state authorities.
- 13.7 The contact of the data protection officer: [dpo@dhig.net](mailto:dpo@dhig.net).
- 13.8 The Personal data is collected by the Policyholder or on its behalf and may be used by the Policyholder and/or persons engaged by it (when acting under the Policyholder's instructions) for the purposes of the execution and administration of the Policy/Certificate (including but not limited to Underwriting and Claims handling), administration of debt recoveries, insurance mediation, research or for statistical purposes, fraud prevention, meeting legal obligations, and arranging redistribution of the insurance risk (for arranging reinsurance and/or co-insurance).
- 13.9 Legal grounds for Processing of Personal data under the Policy/Certificate may be as follows:
- a. Processing is necessary for the performance of the Policy/Certificate — this shall include such activities as Underwriting, providing the Policyholder with offers/renewal offers/ information about quotation, assessing individual insurance application or health questionnaire completed by the Insured Person/Dependents/ persons to be insured, managing, and administrating the Policy/Certificate, handling Claims, and providing other services to the Insured Persons and Dependents.
  - b. consent of the data subject/explicit consent of the data subject — this will be relied on (for instance) for Personal data Processing activities related to Processing of health-related Personal data.
  - c. Processing is necessary for the compliance with legal obligations this will be relied on (for instance) when the Insurer has a legal or regulatory obligation to use such personal information;
  - d. Processing is necessary in order to protect vital interests of the data subject or another natural person,
  - e. Processing is necessary for the purpose of legitimate interests — this will be relied on (for instance):  
(a) when the Insurer has an appropriate business need to process Personal data and such business need does not cause harm to the Insured Person/Dependent. The Insurer will rely on this for activities such as maintaining its business records, developing, improving its insurance products and services related thereto, and providing information about its products and services to the Policyholder and to the Insured Persons; or (b) when the Insurer/the Policyholder needs to use such personal information to establish, exercise or defend Insurer's/Policyholder's legal rights. The Insurer/Policyholder will not use its legitimate interest to process data subject's Personal data when data subject's interests, rights, and freedoms take priority.

- 13.10 Personal data may be processed both inside and outside of the European Economic Area (EEA) by the parties specified in paragraph 13.6 above, subject always to contractual restrictions regarding confidentiality and security in line with applicable data protection laws and regulations. When transferring Personal data outside EEA, appropriate safeguards for such data transfer (for example, standard data protection clauses as approved by the European Commission) as required by applicable laws shall be ensured. Personal data will not be disclosed to parties who are not authorized to process them. The Policyholder will not use personal information or pass it on to any other person for the purposes of marketing further products or services without an explicit consent of the data subject.
- 13.11 Where permitted by applicable law or regulation, the data subject shall have the following rights:
- to access his/her Personal data to learn the origin of the data, the purposes and ends of the Processing, the details of the data controller(s), the data processor(s), and the parties to whom the data may be disclosed;
  - to withdraw his/her given consent at any time where his/her Personal data is processed based on such a consent;
  - to update or correct his/her Personal data so that it is always accurate;
  - to delete his/her Personal data from the records if it is no longer needed for the purposes indicated above, subject to regulatory Personal data retention requirements;
  - to restrict the Processing of his/her Personal data in certain circumstances, for example where the data subject has contested the accuracy of his/her Personal data, for the period enabling verifying its accuracy;
  - to obtain his/her Personal data in an electronic format;
  - to exercise the right to data portability;
  - to file to the relevant data privacy authority.

The data subject may exercise his/her rights by contacting the Policyholder at [data@dhig.net](mailto:data@dhig.net), while providing his/her name, Policy/Certificate number, the Policyholder, e-mail address, and the purpose of the request. Where permitted by applicable law or regulation, the data subject shall have the right to object to Processing request stopping Processing of his/her Personal data under the Policy/Certificate. Under such circumstances, the Processing of Personal data will be stopped, unless permitted by applicable laws and regulations.

- 13.12 The Personal data collected under the Policy/Certificate will be retained for a period of time equal to the duration of relevant Policy/Certificate Period (including any renewals thereof) and for the following 10 years from the date the Policy/Certificate expires, save for cases where a longer retention period is required for possible disputes, requests of the competent authorities or pursuant to the applicable laws. Once the retention period is over the data will be deleted or anonymized.
- 13.13 In order to prevent or detect fraud and money laundering, the Policyholder may check personal details with fraud prevention agencies and sanction websites, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision-making processes.
- 13.14 The Policyholder may also conduct credit reference checks in certain circumstances. Further details can be found in our full Privacy Policy explaining how the information held by fraud prevention agencies may be used.

**The Policyholder may use automated tools with decision-making to assess individual application for insurance or individual health questionnaire and for Claims handling processes. If the Insured Person objects to an automated decision, the Policyholder may not be able to offer the insurance quotation.**



## 14 Complaints

- 14.1 Should the Insured Person have questions or complaints (including but not limiting to complaints regarding the Assistance Service or Providers as engaged by the Policyholder), he/she may firstly call the helpline phone as set in the Policy/Certificate. If the question/complaint is not resolved to the satisfaction of the Insured Person, then he/she is entitled to contact the Policyholder per e-mail: [complaints@dhig.net](mailto:complaints@dhig.net).

The Policyholder will handle the complaint as soon as practicably possible and present the complaining person with an answer within a reasonable period of time from the moment of receipt of a complaint, but not later than 60 calendar days.

## 15 Final Provisions

### 15.1 Confidential information

In accordance with these Rules, the following information shall be deemed to be confidential:

- a. the amount of the Insurance Premium paid under the Insurance Policy/Certificate and special conditions of insurance, if any has been agreed between the parties to the Insurance Policy/Certificate;
- b. the Personal data as processed under the Insurance Policy/Certificate;
- c. other data that is acknowledged to be confidential under the applicable laws and/or common sense/common business practice.

Save for the exceptions foreseen in the Insurance Policy/Certificate, the Policyholder, the Insured Person, and Dependents shall take sufficient measures to prevent disclosure of the confidential information to un/authorized third parties.

### 15.2 Applicable law

The specific law to be applicable in respect of the Insurance Policy/Certificate, as well as legal jurisdiction (courts) for solving disputes shall be Austrian.

### 15.3 Correspondence

Written correspondence between the Policyholder and the /the Insured Person must be sent by e-mail or post. The sender shall cover the costs of sending his/her/its mail deliveries.

### 15.4 Language of correspondence

The Policyholder and the Insured Persons shall communicate in English, unless otherwise expressly indicated elsewhere in the Insurance Policy/Certificate.

### 15.5 Changes in taxation regulation

The Policyholder shall not be responsible for the consequences of possible changes in the tax legislation applicable to the or to the Insured Person.

### 15.6 Circumstances beyond reasonable control

The Policyholder and the Insurer shall not be liable for any failure or delay in the performance of their obligation under the Insurance Policy/Certificate, caused by or resulting from any circumstances beyond its control, i.e. Force Majeure circumstances, which shall include (but are not limited to): events that are unpredictable, unforeseeable, or unavoidable (such as extremely severe weather, floods, earthquakes, storms, lightning, fire, subsidence, epidemic, pandemic, acts of terrorism, outbursts of military hostilities (whether or not the war is declared), riots, explosions, strikes or other labor unrest, civil disturbance, sabotage, disorganization of governmental authorities or financial authorities, telecommunication networks or money transfer system breakdowns, and any other act or event outside of reasonable control of the Policyholder).

For the avoidance of any doubts, the Insurer and the Policyholder are released from their obligations under the Insurance Policy/Certificate, if execution of such obligations becomes impossible as a result of international sanctions.

### 15.7 Sanctions Compliance

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the Republic of Bulgaria, the Slovak Republic, the European Union, the United Kingdom, the United States of America (provided that this does not violate any regulation or specific national law applicable to the undersigned (re)insurer).

## Appendix 1. Depreciation Table

Age of the item	Precious Objects		Valuables		
	Jewellery/Precious metals/Precious and semi-precious stones/Pearls	Watches/Furs	Camera/Photography equipment/Computer/Mobile phones/Sound or image recording or production equipment and accessories	Personal belongings (i.e., clothing, accessories, or any other personal items)	Sports Equipment
Up to 12 Months	0%	0%	0%	0%	0%
1 Year	0%	20%	30%	30%	20%
2 Years	0%	30%	40%	40%	30%
3 Years	0%	40%	50%	50%	40%
4 Years	0%	50%	60%	60%	50%
5 Years	0%	60%	70%	70%	60%
6 Years	0%	70%	80%	80%	70%
7 Years	0%	80%	90%	90%	80%
8 Years	0%	90%	100%	100%	90%
9 and more years	0%	100%	100%	100%	100%

## Appendix 2. Leisure Sports & Other Activities

**(The Insurer’s liability is limited to 100.000 per person/year)**

This insurance covers **leisure sports and activities**, meaning such activities that are for relaxation or fun, do not require any special training, and You do not heighten the risk of Injury or death. This insurance also covers participation in **sanctioned high school, church, and recreational league sports**, provided You as a student, are enrolled full time, and participate in these sports as part of a school activity. Thus, the following sports and activities are covered under this insurance:

• Aerobics, Jazzercise, Dancing, Yoga
• American football
• Amphibious vehicles
• Barefoot
• Baseball, Basketball
• Bowling
• Calisthenics
• Cheerleading
• Cross country
• Cycling, Cyclocross, Downhill cycling, Mountain biking, Mountain boarding
• Diving (Up to a depth of 5 metres without PADI degree or equivalent or up to 30 meters with PADI degree or equivalent)
• Fencing
• Field hockey
• Frisbee
• Golf
• Gymnastics
• Hiking/trekking below 3,500-meter elevation
• Horseback Riding (trail only – no jumping, competition, dressage or racing)
• Ice hockey
• Jogging/Running
• Kickball
• Lacrosse (covered school sport only)
• Nautical jousting
• Ocean sailing, solitary navigation over 20 miles from shelter
• Roller (inline) Skating, Roller Blading
• Rowing

<ul style="list-style-type: none"> <li>Sailing, Sea Kayaking/Canoeing</li> </ul>
<ul style="list-style-type: none"> <li>Softball</li> </ul>
<ul style="list-style-type: none"> <li>Sleighing, Snow Skiing (on marked groomed trails only-No coverage for Jumps, stunts, aerials, half-pipes, moguls, racing or skiing outside of any designated boundaries see additional exclusions below), Snow Boarding, Sandboarding</li> </ul>
<ul style="list-style-type: none"> <li>Soccer</li> </ul>
<ul style="list-style-type: none"> <li>Squash</li> </ul>
<ul style="list-style-type: none"> <li>Surfing/Swimming/Wakeboarding</li> </ul>
<ul style="list-style-type: none"> <li>Tennis</li> </ul>
<ul style="list-style-type: none"> <li>Touch rugby</li> </ul>
<ul style="list-style-type: none"> <li>Track and field</li> </ul>
<ul style="list-style-type: none"> <li>Volleyball</li> </ul>
<ul style="list-style-type: none"> <li>Water-polo</li> </ul>
<ul style="list-style-type: none"> <li>Whitewater Rafting / Canoeing up to and including Class 3 Level</li> </ul>
<ul style="list-style-type: none"> <li>Wrestling, Martial Arts</li> </ul>

This insurance does not cover professional sports, or hazardous or extreme sports and activities, meaning such activities that require a higher degree of knowledge or training and has an increased risk of Injury or death. The following are examples of such sports including but not limited to:

<ul style="list-style-type: none"> <li>Bungee Jumping, Base Jumping (with or without a parachute), Parkour</li> </ul>
<ul style="list-style-type: none"> <li>Rugby</li> </ul>
<ul style="list-style-type: none"> <li>Driving a Golf Cart</li> </ul>
<ul style="list-style-type: none"> <li>Driving a Motor Driven Vehicle</li> </ul>
<ul style="list-style-type: none"> <li>Diving to depths deeper than 5 meters without PADI degree or equivalent or deeper than 30 meters with PADI degree or equivalent, Flying Within 24 Hours of Diving Activity</li> </ul>
<ul style="list-style-type: none"> <li>Extreme skiing/ extreme snowboarding (no jumps, stunts, aerials, half-pipes, moguls, racing, or skiing outside of any designated boundaries, free style skiing)</li> </ul>
<ul style="list-style-type: none"> <li>Flying either as a Pilot in Command, Student Pilot, or Sport Flying (can only fly as passenger in a fully licensed passenger carrying aircraft)</li> </ul>
<ul style="list-style-type: none"> <li>Hiking / trekking above 3,500-meter elevation</li> </ul>
<ul style="list-style-type: none"> <li>Hunting, Archery, Crossbow, Use of Any Type of Firearm (any device that discharges a projectile of any type)</li> </ul>
<ul style="list-style-type: none"> <li>Mountaineering that requires specialized climbing equipment or above 3,500 altitudes, Rappelling</li> </ul>
<ul style="list-style-type: none"> <li>Motorcycles, Snowmobiles, Mopeds, Scooters, ATV's or any two or three wheeled motorized vehicle, wave runners, jet skis or other sport watercraft or powered devices whether the vehicle is in motion or not, Motorsport, Motorsport Race or Contest, Motocross.</li> </ul>
<ul style="list-style-type: none"> <li>Paragliding, Parachuting, Hang Gliding, Parasailing, Snow kiting, Kite skiing</li> </ul>
<ul style="list-style-type: none"> <li>Whitewater Rafting/canoeing (above Class 3 Level)</li> </ul>

Other sports not listed in one of the above tables are considered as excluded, whether practiced in an amateur/leisure/school context or not.