

**Collective insurance**

**"All in" Insurance**

Policyholder:

**Ghent University**

**Collective contract no. SI 624**

**Amendment 01**

**Date of issue: 05/01/2022**

# Policy Schedule of collective insurance

## "All in" insurance

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### 1. POLICYHOLDER:

Ghent University  
Sint-Pietersnieuwstraat 25  
9000 Ghent  
BELGIUM (BE)

### 2. CONTRACT NUMBER:

Contract no. SI 624 - 01

### 3. INTERMEDIARY:

Expat & Co  
Assesteenweg 65  
1740 Ternat  
BELGIUM (BE)

+32 (0)2 463 04 04  
[info@expatinsurance.eu](mailto:info@expatinsurance.eu)

### 4. INSURER:

INTER PARTNER ASSISTANCE, S.A., insurer under Belgian law, registered within the commercial register at the registry of the commercial court in Brussels under company number 0415591055. Policy issued by Expat & Co acting in the capacity of insurance Insurer, by proxy and on behalf of the insurer.

### 5. INSURED PERSONS:

- Foreign guests of Ghent University (these being non-Belgian nationals with their habitual residence abroad, possibly also non-EU countries), including students, researchers, staff, trainees, visitors and others, and, as the case may be, their family members, both during their travel to and/or stay in Belgium and during their travel to and/or stay in a country outside Belgium under the auspices of Ghent University, or in the context of research or education projects in which Ghent University is involved;
- Students, researchers, staff, trainees, visitors and others and, as the case may be, their family members, from EU or non-EU countries who come to study or conduct research within the framework of the European Erasmus Mundus Joint Master Degree Programme or other projects at a partner institution of an existing consortium. The cover also applies in cases where the insured does not physically travel to Belgium or leave Belgium, but resides at another partner university in the project consortium.
- Family members travelling with the above-mentioned persons are not automatically co-insured. They are referred to the UG INT platform for a personal insurance with the same UGhent "All-in" insurance conditions.
- There will be no age restriction towards the insured persons.
- There is no restriction as to the nationality of the insured persons, taking into account what is stipulated in Article 14 (sanction clause) and Annex 2 of the policy.

### 6. START DATE, EXPIRY DATE AND END DATE:

INSURANCE START DATE:	01/10/2021 (00:00)
ANNUAL DUE DATE:	01/10
END DATE OF THE INSURANCE:	30/09/2025 (24:00)
PREMIUM FRACTION:	Quarterly (cf. infra, art. 9);
RENEWABILITY:	Annually tacit renewable with 3 months notice for the policyholder, 9 months for the insurer

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## 7. POLICY VERSION AND PREMIUM:

Version: STUDENT INSURANCE ADJUSTED TO UG TENDER SPECIFICATION No. 21OPE006

Guarantees	Gross premium per day
"All in" (medical, assistance, accident, baggage, personal liability)	2,70 €
<b>Total</b>	<b>2,70 €</b>

This premium includes all costs, commissions and taxes.

The policyholder declares to be exempt from Belgian insurance taxes by virtue of Article 176/2, 6° of the Code of Taxes assimilated to Stamp Duties.

## 8. NO-CLAIM BONUS

On the premiums, an annual profit share (no-claim bonus) is paid to the policyholder under the following conditions:

Every year on 31/03, starting from 31/03/2023, and for the last time on 31/03/2026, an interim recording is made of the charged premium and the claims occurred between 01/10/202X and 30/09/202X+1 (always for a full insurance year and including the reserves for long-tail claims).

In case of a claim/premium ratio < 60% in a period from 01/10 to 30/09, 0,36 € per day per insured will be reimbursed, all taxes and costs included.

In case of a claim/premium ratio < 45% in a period from 01/10 to 30/09, 0,54 € per day per insured will be reimbursed, all taxes and costs included.

In case of a claim/premium ratio < 45% in a period from 01/10 to 30/09, 0,72 € per day per insured will be reimbursed, all taxes and costs included.

The credit note will be paid out no later than 30/06/202X+1, and will comply with the same conditions as the invoices for statements and details.

## 9. PAYMENT OF PREMIUM:

The premium can be requested, at the address of the policyholder, by Expat & Co. The policyholder shall ensure correct payment of the premium to Expat & Co within 30 days after the verification period (max. 1 month) by UGhent and under condition of receipt of the correct and regularly prepared invoice from and issued by Expat & Co.

There is no premium advance.

Expat & Co will invoice on the 16th day of every month X, whereby the new registrations and adjustments of current coverings registered in the web application of UGent in the previous month (X-1) will be invoiced. These registrations will be checked beforehand by DFIN (budget) in the period between the 1st and the 15th of month X. During the calendar year, there are two invoicing periods: from 01/01 to 31/8, and from 01/09 to 31/12.

Premiums for subsequent insurance years shall neither be indexed nor adjusted until 30/09/2024.

## 10. EXCHANGE RATES AND BANK COSTS

Premiums should always be paid in EUR.

All exchange and all bank costs (including corresponding banks) are at the expense of the payer. Claims will be reimbursed to the Insured Person, or in EUR, or in the currency of the invoice.

The date of the exchange will be the date of the invoice. The used rate will be the official interbank rate.

All exchange and all bank costs (incl. corresponding banks) are at the expense of the paying party.

## 11. PERSONAL CERTIFICATES:

Expat & Co delivers the personal insurance certificate to the insured within 48 hours (2 working days) after the date of application, with a copy to the notifying department/service (mail address as provided in the application) and with a copy to mail address [combgent@ugent.be](mailto:combgent@ugent.be).

Contrary to the start and end date of the collective policy as referred to in point 6, for each insured person the insured period will only start and end on the date stated on the personal certificate.

The insured period for an individual trip can never begin before the start date of the collective policy referred to in point 6. However it can terminate after the end date referred to in point 6, under condition that the trip was booked before the end date referred to in point 6, and premium was correctly paid for these extended periods.

## 12. POLICY CONDITIONS (GENERAL TERMS & CONDITIONS):

Edition: SI SPECIAL 21OPE006

The Dutch- and English-language conditions are attached hereto.

## 13. SPECIAL CLAUSES:

1. The minimum coverage and conditions of this policy shall be the guarantees and conditions requested in the specifications of the call for tender no. 21OPE006, as amended after negotiation and included in the BAFO on which the contract was awarded. In the event of deviation between what is stipulated in the policy conditions as described in the specifications and what is stipulated in the policy conditions of the insurer, the most favourable arrangement for the policyholder/insured shall apply.
2. Travel to "at-risk" countries is permitted, but is subject to the following conditions:
  - It is strongly recommended to follow the travel recommendations of the FPS Foreign Affairs: [http://diplomatie.belgium.be/nl/Diensten/Op\\_reis\\_in\\_het\\_buitenland/reisadviezen](http://diplomatie.belgium.be/nl/Diensten/Op_reis_in_het_buitenland/reisadviezen)
  - **The internal rules of Ghent University regarding travel to high-risk destinations are strictly observed.**
3. Claims management, including communication regarding a claim, will be conducted directly between Expat & Co and the insured person. The partners of Expat & Co (the insurer, the alarm centre, the network administrator in the US) can take over any subtasks of Expat & Co (on site).
4. The policyholder states that the percentage of the VAT rate that is not recoverable by Ghent University is 70% (since April 2021). The percentage may be adjusted annually (as of 01 April).
5. **Only the Dutch version is legally valid.**  
The English version is only a free translation of the Dutch version.

## 14. SANCTION CLAUSE

The Insurer shall not be deemed to provide cover and nor shall they be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or the economic sanction, laws or regulations of any jurisdiction applicable to the Insurer. Also see appendix 2.

## 15. PRIVACY AND DATA PROTECTION CLAUSE

The Insurer is entitled to process the personal data to the extent and the time necessary to properly fulfil and secure the rights and obligations set forth in the Insurance (evaluation of the insured risks, management of the commercial relationship, of the Insurance and the claims covered by it, control of the portfolio and to prevent fraud and abuse) and generally binding legal regulations, (e.g. the Archives Act, the Anti-money laundering Act, accounting or tax regulations, etc.).

Only for these purposes can this information be transferred to a co-insurer, reinsurer, Alarm Centre, expert or counsel. This information is only accessible to the underwriting and claims management services as part of their duties. All information will be handled with the greatest discretion.

The Insurer shall also:

- take all measures to preventing unauthorized or random access to personal data, or the alteration, destruction, loss, unauthorized transmission, other unauthorized processing or other abuse thereof. This obligation shall apply even after the termination of the processing of personal data;
  - ensure that any person who comes into contact with personal data (in particular Insurer's employees and partners) adhere to the obligations set above, including after the termination of the contractual or employment relationship.
  - only process true and precise personal data;
  - not combine personal data obtained for different purposes;
  - ensure the protection of the insured's private live when processing the personal data.
  - provide, at the insured's request, information about the processing of their personal data.
- All involved persons have the right to look into their own data and have them corrected, if necessary.

Also read our GDPR-policy at: <https://www.expatinsurance.eu/en/privacy-cookies-and-gdpr>.

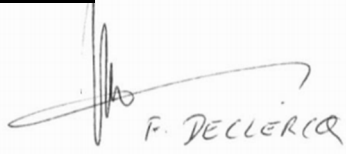
## 16. LEGAL CLAUSES

The policyholder declares that the above information is correct, and he/she is aware that withholding information or providing false information may lead to the annulment of the insurance contract and failure to guarantee the insured benefits.

Drawn up in duplicate in Groot-Bijgaarden on 5<sup>th</sup> of January 2021.

For the policyholder,  
Ghent University  
Jeroen Vanden Berghe  
Logistics manager of Ghent University

For the Insurer,  
Expat & Co BVBA  
Filip Declercq  
CEO



F. DECLERCQ

## Appendix 1: Brief overview of the insured Benefits

This is an insurance in 2<sup>nd</sup> rank, which means a claim shall first be submitted to the public health insurance, social security, occupational accident insurance, occupational disease cover, the transport company, or your personal baggage and travel insurance, where applicable.

Thereafter, intervention takes place in accordance with the guarantees and limits of this insurance.

If a third-party payment arrangement is possible in accordance with this insurance (hospitalization), the insurer shall intervene in the first instance, but reserves the right to exercise recourse against the insurers and bodies listed above.

<b>Medical costs (I.3) – overall limit</b>	<b>5.000.000 €</b>
Hospitalization due to illness or accident (*) (I.3.c)	Actual expenses
Outpatient treatment due to illness or accident (I.3.a)	Actual expenses
Pregnancy and childbirth costs (I.3.e.3)	Actual expenses
Prescription medication (I.3.b)	Actual expenses
Local transport to medical centre prescribed by the doctor (I.3.d)	Actual expenses
Physiotherapy, acupuncture (I.3.e.9)	12 sessions /claim
Psychotherapy (I.3.e.9)	9 sessions /claim
Medical necessary abortion, or voluntary abortion after a sexual offence (I.3.e.2)	Actual expenses
Psychological assistance after trauma (disaster, kidnap, terrorist attack, as victim or direct witness) (I.3.e.8)	Max. 12.500 €/claim
Follow-up treatment in the home country (I.3.e.10)	Max. 1 year after end date certificate
Dental care (I.3.e.1)	Max. 400 €/year
Urgent dental care due to an accident (incl. repair of prosthesis) (I.3.e.1)	Max. 1.000 €/year
Prosthesis and correcting devices (glasses/contact lenses) after accident (I.3.e.7)	Max. 250 €/year
(*) No private room, unless this is medically necessary (I.3.c)	

<b>Assistance to persons (I)</b>	
(Medical) advice and referral in the context of preparations for the trip (I.7)	Service
Repatriation or medical evacuation in case of illness or accident (I.1)	Actual expenses
Repatriation of the bodily remains to the place chosen by the family, including post mortem treatment and legal regulations. A coffin in zinc or urn. OR: Burial or cremation costs on site (max. same cost as repatriation) (I.2)	Actual expenses  Max. 1.500 €
Dispatch of essential medication not available in the country of destination (I.8)	Actual expenses
Sending urgent messages (I.9)	Service
Administrative costs (I.11 and II.3.f) and re-booking fees in the event of loss or theft of travel and identity documents (I.11)	Max. 125 € Actual expenses
Advance of lawyers' fee after traffic accident (to be paid back) Advance of deposit (to be paid back) (I.15)	1.250 € /claim 12.500 € /claim
Reimbursement of ticket in case of bankruptcy of the airline company (I.18)	1.000 €/person, max. of 25.000 € / event or group
Tracing and rescue (I.14)	Actual expenses
Hijacking (aircraft, ship or other means of transport), kidnapping or unlawful imprisonment for at least 24h (I.19)	200 €/day, max. of 125.000 € / event or group
Linguistic assistance in the event of a covered claim Interpreter (I.12)	Actual expenses Max. 125 €/claim
Communication cost to contact the alarm centre (I.20)	Actual expenses

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Travel and accommodation expenses:	
- Accompaniment by a doctor or nurse of the repatriated insured person (I.1)	Round trip & accommodation
- Return after recovery to the place from which the insured person was repatriated or evacuated (I.1)	Ticket (**)
- The costs of an extended stay due to illness or accident (I.6)	Accommodation Re-booking fee (**)
- Accompaniment by a co-traveller of the insured person during extended stay due to illness/accident (I.3.e.4)	Accommodation 65 €/day, max. 10 days
- Taxi costs co-traveller (I.3.e.6)	Max. 100 € /insured
- Extra comfort accommodation costs on medical advice for the insured during illness/accident treatment (I.3.e.5)	25 €/day, max. 10 days
- The costs for an extended stay due to weather conditions (I.16)	Accommodation max. 150 €
- The costs of an extended stay and/or early return due natural disaster, pandemics, terrorist attack (I.13)	Re-booking fee (**) & accommodation up to 125 €/day, during max. 10 days
- The visit from a relative in the event that the insured person in critical medical condition was admitted to a hospital abroad (I.5)	Round trip (**) & accommodation up to 250 €/day, max. 30 days
- Early return in the event of the death of a relative (I.4.a)	Round trip (**)
- Early return in the event that a relative has been hospitalized (with a serious medical condition or accident) (I.4.a)	Round trip (**)
- Early return in the event of an unexpected premature delivery by a relative (I.4.a)	Round trip (**)
- Early return in the event of an organ transplant (I.4.d)	Round trip (**)
- Early return in the event of the death of a direct colleague or superior (I.4.c)	Round trip (**)
- Early return in the event of serious damage to the owned real estate property or to the professional offices (I.4.b)	Round trip (**)
- Early return in case of urgent summons by a judicial authority (I.4.e)	Round trip (**)
- Annulment of professional project (I.17)	Reimbursement of proven accommodation and travel costs (**) of max. 1.000 €/claim
(**) Travel expense conditions	Fly economy class, train 2 <sup>nd</sup> class

<b>Baggage (II.1)</b>	
Personal possessions - loss, theft or damages (II.2)	Max. 2.500 €
Content, household furniture (II.2, 3h)	Max. 5.000 €
- Damage, theft, loss by transport company (II.3a, c, d, e)	Actual expenses
- Damage, loss by transport company of wheelchairs (II.3g)	Max. 2.000 €
- Baggage delay > 6 hrs (II.3.b)	Max. 250 €
- Baggage delay > 12 hrs + Purchase of <b>essential</b> clothing and toiletries (II.3.b)	Max. 500 €
- Dispatch of a suitcase with personal goods in case of lost or stolen baggage (I.10)	Actual costs
- Admin costs in case of loss or theft of ID and/or travel documents (II.3.f)	Max. 125 €

<b>Accident Insurance (III)</b>	
Death by Accident (III.2)	10.000 €
Permanent disability by accident (III.2)	Max. 75.000 €

<b>Extra-contractual liability private life and legal assistance (IV)</b>	
Physical damage (IV.3)	Max. 7.500.000 €/claim
Material damage (IV.3)	Max. 1.250.000 €/claim
Legal assistance (IV.7)	Max. 50.000 €/claim
Advance of a deposit (IV.7)	Max. 50.000 €/claim



## Appendix 2: list of sanctioned countries

### LIST OF SANCTIONED COUNTRIES

- Afghanistan
- Belarus
- Crimea-Sebastopol
- Cuba
- Iran
- North Korea
- Russia
- Syria
- Venezuela

This list is valid until further notice. It can be adjusted at any time to reflect the current events. Expat & Co shall notify the policyholder in writing of the amendment to the list before the amendment comes into effect.

People who travel to or from these sanctioned countries can only be reimbursed if they:

- Do not work with, for the benefit of, or employed by the sanctioned government;
- Have a financial account in a non-sanctioned country to which the insurer can transfer the compensation.

*This may also mean that the sanctioned countries' local services, such as direct payment to hospitals, repatriation, etcetera, cannot be organized because interbank payments to these countries, and therefore to local service providers, are not possible. Everything must therefore be paid for in cash on the spot and recovered via a claim notification.*

# "All-in" Insurance

## **INSURANCE CONDITIONS – "All-in" insurance for foreign guests UG 210PE006**

### **COMMON PROVISIONS**

#### **1. DEFINITIONS**

a) Policyholder: Ghent University.

b) Insured:

- foreign guests of Ghent University (these being non-Belgian nationals with their habitual residence abroad, possibly also non-EU countries), including students, researchers, staff, trainees, visitors and others, and, as the case may be, their family members, both during their travel to and/or stay in Belgium and during their travel to and/or stay in a country outside Belgium under the auspices of Ghent University, or in the context of research or education projects in which Ghent University is involved;
- students, researchers, staff, trainees, visitors and others and, as the case may be, their family members, from EU or non-EU countries who come to study or conduct research within the framework of the European Erasmus Mundus Joint Master Degree Programme or other projects at a partner institution of an existing consortium. The cover also applies in cases where the insured does not physically travel to Belgium or leave Belgium, but resides at another partner university in the project consortium.
- family members travelling with the above-mentioned persons are not automatically co-insured. They are referred to the UG INT platform for a personal insurance with the same UGhent "All-in" insurance conditions.

The insured persons must not be subject to any age restriction.

The insured persons must not be subject to any nationality restriction.

c) Insurer: hereinafter referred to as the 'insurer'.

#### **2. TERM OF THE INSURANCE POLICY**

The insurance policy is concluded for a period of one year, commencing on 1 October 2021. The policy shall be renewed three times by the policyholder, for one year on each occasion. This renewability is tacit, unless the policyholder notifies the insurer in writing no later than three months before the expiry of the current period, or the insurer notifies the policyholder no later than nine months before the expiry of the current period, by registered letter. The policy can therefore be tacitly renewed up to three times. No cancellation is required at the end of the maximum term of four years: the policy terminates by operation of law on 30 September 2025. If the policy is not extended, the insurer cannot claim compensation as a result.

The insurer undertakes to guarantee cover in accordance with the insurance conditions until the end date of the term of the insurance specified by the insured, even if the end date occurs after the termination of the insurance policy, but on the understanding that this end date was notified by the insured before the termination of the insurance policy.

#### **3. TERRITORIAL SCOPE**

The cover under the insurance policy is applicable in all countries, both during travel and the insured's stay in the context of research or education projects and further as specified under 'Definitions'.

Furthermore, insurance cover is provided for the insured during a visit to the habitual residence/domicile abroad, providing this visit lasts no longer than 4 consecutive weeks.

#### **4. SUBROGATION**

The insurer automatically takes over the rights of the insured with regard to liable third parties up to the insurance limit it provides.

Nevertheless, it must be noted that the insurer will not pursue any recourse against the insured, the insured's parents or guardians, the policyholder, or the policyholder's bodies, staff, students, trainees, or appointees.

Furthermore, the insurer automatically waives any recourse against the companies and institutions visited by the insured in the context of activities related to the university, or their bodies, staff or appointees, except in the case of malice and intent. This waiver is only valid in the absence or after depletion of the insurance under any civil liability insurance policy concluded by or for the benefit of the person(s) responsible. The insurer also waives any recourse if the policyholder has contractually agreed to this.

## **5. NO WAITING PERIOD AND NO PRIOR MEDICAL EXAMINATION**

The insurer undertakes to reimburse costs from the first day of the requested insurance period, without a waiting period and without excluding pre-existing conditions.

The insurer further commits itself to insuring the insured without prior medical examination.

## **6. REIMBURSEMENT TERM**

The insurer undertakes to instruct its banking institution to settle payments due within a period of ten calendar days.

This period starts from the day following the moment the insurer receives the supporting documentation requested by it, and there is no reasonable doubt about the acceptance of the claim.

The claim settlement will be done in Dutch, English, French, German and Spanish. If other languages are used, the documents must be translated first. The 10-days settlement period therefore only starts after the documents have been translated. Also, any ambiguities, illegibility, or incompleteness must be added/corrected first.

If the insurer does not comply with the above obligation, the insured is entitled to (annual) interest of 10% on the overdue sum, to be calculated from the calendar day following the period of ten calendar days and with a minimum of € 10.

## **7. GENERAL EXCLUSIONS**

The insurer is not obliged to pay a claim in the event of:

- a) intentional acts of the insured;
- b) suicide of the insured; however, the following remain insured: that provided under section I (Assistance), A.2, a) and b);
- c) excessive use of alcohol, or use of medicines or narcotics not prescribed by a doctor, unless the insured proves that there is no causal connection with the claim;
- d) consequences of nuclear or atomic accidents or radiation;
- e) war, strikes, riots, civil war, or acts of violence with a collective motive and serious threat with regard to the foregoing elements, unless the insured proves that there is no causal connection with the claim. Lawful self-defence remains insured;
- f) indirect costs.

## **8. DURATION OF COVER**

The cover starts 2 months before the commencement date of the stated insured period for the insured, and ends 2 months after the end date of the stated insured period for the insured, if these periods are necessary for the insured to start up or conclude the research or educational project.

## **9. PREMIUM, INVOICING AND PRICE REVIEW**

The quotation and payment conditions in the specifications (see sections 3.4.3 and 4.5) and the tenderer's registration form apply.

## **10. CLAIMS MANAGEMENT**

Claims management and associated communications are carried out directly between the insurer on the one hand, and the insured on the other.

## **11. APPLICABLE LAW AND DISPUTE RESOLUTION**

The insurer undertakes to comply with the current European Regulation (EU) 2016/679 with regard to the protection and processing of personal data, and to respect applicable national legislation.

All disputes relating to the execution of the policy will be settled in accordance with Belgian law. The courts of the judicial district of East Flanders (Ghent division) are competent.

## **12. OTHER INSURANCE**

A claim will first be made under the statutory (public) health insurance, social security, occupational accident insurance, occupational disease coverage and baggage and travel inconvenience insurance/coverage of the transport company, where applicable.

A claim can be made subsequently in accordance with the insurance and limits of this insurance policy.

If a third-party payer arrangement is possible in accordance with this insurance (see section I.A.3.C), the insurer will settle claims in the first instance, but reserves the right to exercise recourse against the insurance companies and authorities mentioned in part 1 of this section.

## **13. ERASMUS MUNDUS JOINT MASTER DEGREE STUDENT SCHOLARSHIP HOLDERS**

For Erasmus Mundus Joint Master Degree Student Scholarship Holders. The relevant mandatory insurance conditions imposed by the European Commission must also be met, in addition to the insurance provided here, including changed conditions in the future.

# I. ASSISTANCE

## A. ASSISTANCE WITH RESPECT TO THE INSURED PERSON

### 1. IN THE EVENT OF ILLNESS OR ACCIDENT WITH BODILY INJURY OF THE INSURED

Immediately after receiving a call at its alarm centre, the insurer must establish contacts between its medical team and the attending doctor in order to make the necessary arrangements in line with the medical advice. If the doctors recommend repatriation, the insurer will organize and reimburse the repatriation of the insured to his/her place of domicile (in Belgium or the country of origin) or the local medical centre, and if necessary to a more suitable medical centre by:

- a) sanitary aircraft;
- b) scheduled flight;
- c) first-class train, sleeper train or train couchette;
- d) ambulance;
- e) another suitable means of transport, taking into account the circumstances of the repatriation.

The repatriation will be carried out under the supervision of a doctor and/or nurse if the medical condition of the insured requires this. The means of repatriation transport and medical centre are solely chosen with the medical well-being of the insured in mind, and is determined by the doctor of the medical team of the insurer after consultation with the attending doctor on site. For countries outside Europe, the Mediterranean area, the Canary Islands and Madeira, repatriation must use a standard scheduled flight. Repatriations carried out without the insurer's approval are not covered by the insurer, nor are repatriations due to minor ailments or injuries that can be treated locally.

### 2. ON THE DEATH OF THE INSURED

- a) The insurer will reimburse and organize matters according to the unanimous preference of the next of kin
  - either the full transport costs of the body from the place of death abroad (Belgium or another country) to the cemetery in the country of origin, and the funeral costs in the country of origin;
  - or the local funeral or cremation costs as a result of death during covered travel (and stay) up to a maximum of the amount covered in case of repatriation of the deceased.
- b) The insurer will also reimburse:
  - the costs of post-mortem treatment;
  - the coffin, up to a maximum of € 1,500.

### 3. MEDICAL COSTS RESULTING FROM ILLNESS OR ACCIDENT WITH BODILY INJURY

In the event of an insured suffering illness or accident with bodily injury during covered travel (and stay), the insurer will reimburse, up to a maximum amount of € 5,000,000 per insured, the following:

- a) the medical or paramedical fees, including the medical costs after infection with pathogens;
- b) the medicines prescribed by the attending doctor;
- c) the admission and treatment costs in the event of hospitalization; in case of hospitalization, all medical costs associated with the stay in a double room or a common room are covered, regardless of the length of hospitalization. A third-party payer arrangement applies to admission and treatment costs in the event of hospitalization and, as the case may be, to advances to the hospital for hospitalization costs;
- d) the local transport costs to a medical centre prescribed by the attending doctor;
- e) in addition:
  1. dental care up to a maximum of € 400 per year, and € 1,000 per year following an accident with bodily injury, including the repair costs of the insured's dental prosthesis. Following an accident with bodily injury, urgent dental care including the urgent repair costs of the insured's dental prosthesis;
  2. the costs of an abortion carried out for medical reasons, and the voluntary termination of pregnancy after a sexual offence;
  3. the medical costs during pregnancy and/or childbirth; however, the voluntary termination of pregnancy, except in cases of proven sexual offences or where this is a medical necessity, is excluded;

4. the hotel costs of up to € 65 per day for a maximum of 10 days for the insured or travel companion accompanying him/her with regard to an extension of the stay in line with medical advice;
5. the extra hotel costs related to adjusting comfort in accordance with medical advice of up to € 25 per day for a maximum of 10 days;
6. the taxi costs incurred by the travel companion abroad to visit a hospitalized insured. The insurer's liability is limited to € 100 per insured;
7. Following an accident with bodily injury: the reimbursement of up to € 250 of the costs for contact lenses or glasses with corrective lenses, and the reimbursement of essential prostheses;
8. up to € 12,500 for the costs of psychological assistance or treatment of the insured after a disaster, attack or hostage-taking, of which the insured is the victim or direct witness;
9. the full reimbursement for acupuncture, psychotherapy, and physiotherapy, but with the following restrictions:
  - max 12 physiotherapy sessions per year per claim;
  - max 9 psychotherapy sessions per year per claim;
10. the reimbursement of costs for follow-up treatment in the country of origin (continued medical treatment of the insured) up to a maximum of 365 days (so also if the insured period is exceeded for the insured person).

In principle, the patient may freely choose the doctor (dentist), hospital, psychologist, or physiotherapist.

It is only possible to derogate from this principle in the United States.

#### **4. INTERRUPTION OF A TRIP DUE TO EARLY RETURN**

The insurer will organize and reimburse the insured person's outward and/or return travel by train (second class) or by scheduled flight (economy class), as a result of:

- a) death, serious illness, or serious accident with bodily injury of the life companion of the insured or a family member up to the second degree; unexpected premature birth of a family member up to the second degree;
- b) serious material damage to the immovable property of the insured or the professional offices, which necessitates his/her presence;
- c) death, serious illness or accident of a close employee or direct superior of the insured, necessitating his/her presence at the company;
- d) the insured being called for an organ transplant;
- e) urgent summons of the insured by a court, which was not known or had not been served on the departure date.

#### **6. FAMILY ASSISTANCE**

In the event of hospitalization of the insured as a result of illness or an accident with bodily injury during covered travel (and stay), the insurer will organize and reimburse:

- a) the outward and return travel of a family member up to the second degree by train (second class) or by scheduled flight (economy class) to visit the insured, if this is justified by the seriousness of the medical condition;
- b) in addition, the accommodation costs at the location of the family member or of the other designated person, up to € 250 per day for a maximum of 30 days.

#### **7. EXTRA RETURN FEES**

The insurer will reimburse the additional transport costs to the insured person's place of residence by train (second class) or by scheduled flight (economy class) if the return journey cannot start on the scheduled date due to medical advice stating that the illness or accident with bodily injury requires the insured to extend his/her stay.

#### **8. MEDICAL ADVICE**

The insurer's medical team is available 24 hours a day for the insured if he/she wishes to obtain further information or medical consultations in connection with the country of destination in the context of a trip he/she is planning.

#### **9. SHIPPING MEDICINES ABROAD**

In the event of illness, and after consultation with the medical team, the insurer will provide the insured with the essential medicines prescribed by a doctor if these are not available locally but are available in Belgium.

## 10. FORWARDING URGENT MESSAGES

If the insured makes use of one of the assistance options covered by the policy and he/she wishes to inform family members or other persons close to him/her, the insurer will take the necessary steps to forward this message to those involved.

Under no circumstances can the insurer be held liable for the content of the message, which is in any case subject to Belgian and international law.

## 11. LOSS OR THEFT OF BAGGAGE

If the insured's baggage is lost or stolen abroad, the insurer will organize and pay for the shipment of a suitcase with personal items to the insured's place of residence abroad (Belgium or another country). This suitcase must be delivered to the insurer's alarm centre by a family member or a person designated by the insured.

## 12. LOSS OR THEFT OF TRAVEL DOCUMENTS

If the insured's travel documents (identity card, passport, driver's licence, etc.) are lost or stolen abroad (Belgium or another country), the insurer will reimburse the administrative costs for their replacement, provided that the insured has completed all the necessary formalities abroad (declaration to the competent authorities, police, embassy, consulate, etc.). Any travel costs will not be reimbursed.

If tickets are lost or stolen, the insurer will provide the necessary replacement tickets at the request of the insured that will allow him/her to continue the journey, provided that the insured has credited the equivalent value of the tickets to the insurer's account in advance.

## 12. INTERPRETATION AND TRANSLATION FEES

The insurer will reimburse the costs of an interpreter or translator up to a maximum of € 125 per claim made by the insured person abroad to defend his/her interests.

## 13. TERRORISM, NATURAL DISASTERS AND EPIDEMICS

Terrorism:

If an attack in the destination country that is internationally recognised as a terrorist act results in the insured being unable to make his/her return journey on the scheduled date, the insurer will reimburse the associated additional accommodation costs up to € 125 per day for a maximum of 10 days. The insurer will also reimburse any rebooking costs if the insured is unable to return on the originally planned flight. The insurer will also reimburse, within the limits of the insured amount, the medical costs of the injured insured, and will organize, within the limits of the available options, the repatriation of the injured person.

Natural disasters and epidemics:

If a natural disaster (avalanche, flood, forest fire, earthquake, etc.) or epidemic in the destination country results in the insured being unable to make his/her return journey on the scheduled date, the insurer will reimburse the associated additional accommodation costs up to € 125 per day for a maximum of 10 days. The insurer will also reimburse any rebooking costs if the insured is unable to return on the originally planned flight. The insurer will also reimburse, within the limits of the insured amount, the medical costs of the injured insured, and will organize, within the limits of the available options, the repatriation of the injured person.

However, the following are always excluded: the consequences of a terrorist attack or epidemic in the destination country that is internationally recognized as such and which occurs within 30 days before the journey was booked.

## 14. SEARCH AND RESCUE COSTS

The insurer reimburses justified costs incurred in the context of insured travel (and stay) for engaging a rescue or search team to safeguard the life of the insured, subject to consultation with and approval by the insurer's alarm centre.

## **15. LEGAL ASSISTANCE - CRIMINAL DEPOSIT DURING COVERED TRAVEL (and stay)**

The insurer will advance legal fees up to a maximum of € 1,250 per insured per claim to defend the interests of the insured following a traffic accident, insofar as the insured is not covered by legal assistance insurance under a car liability insurance policy. The insured must repay this advance to the insurer within 3 months after returning to the country of origin.

In the event that a criminal deposit is imposed on the insured by the local authority as a result of a traffic accident during covered travel, the insurer will advance the deposit of up to € 12,500 per insured per claim. The deposit must be repaid by the insured to the insurer within 3 months after the return to the country of origin, or immediately if the deposit is released by the local authority before this period.

## **16. EXTENSION OF STAY DUE TO WEATHER**

If bad weather prevents the transport company from providing the return journey on the date stated on the ticket, the insurer will reimburse the proven costs of extended stay up to a maximum of € 150 per person. An attestation from the transport company must be presented.

## **17. CANCELLATION**

If, due to unforeseen circumstances, a professional research or educational project is cancelled, the insurer will pay the resulting and proven cancellation costs for the flight ticket and/or hotel up to a maximum of € 1,000 per insured.

This insurance does not apply if the insured is unable to attend the research or educational project.

## **18. REFUND OF THE TICKET IN CASE OF BANKRUPTCY OF THE AIRLINE**

If the airline with which the insured booked his/her ticket goes bankrupt and the insured has to buy a new ticket or pay a surcharge to another airline, the insurer will pay the costs up to a maximum of € 1,000 per person, subject to a limit of € 25,000 per event or group.

## **19. HIJACKING, KIDNAP, DETENTION**

If the aircraft, ship or other means of transport with which the insured is travelling is hijacked on the planned pre-booked outward or return travel for a period of at least 24 hours, the insurer will pay up to € 200 per 24-hour period.

However, this cover is limited to € 125,000 per event or group.

## **20. TELECOMMUNICATIONS COSTS**

The insurer will reimburse all telecommunication costs incurred to contact the alarm centre in connection with this insurance policy.

## **B. HOW IS ASSISTANCE OBTAINED?**

- a) Immediately inform the insurer, comply with the instructions, and provide its medical team with all the information and/or documents it considers necessary or useful.
- b) Justify the costs by submitting relevant documents. Assistance not covered by the insurance policy may be arranged by the insurer, subject to reimbursement of the actual costs by the insured or the applicant. The insurer cannot be held liable for delays or barriers that prevent it providing assistance in the event of force majeure, such as natural disasters, epidemics, climatic phenomena, strikes, etc.



## II. BAGGAGE INSURANCE

### 1. DEFINITION OF BAGGAGE / CONTENT

All objects belonging to the insured that he/she takes with him/her on a trip for personal use, including:

- a) garments or objects that he/she wears;
- b) special and valuable objects such as jewellery, watches, furs, binoculars, camera equipment, video equipment, portable computers, smartphones, ... up to a maximum of 50% of the total insured capital for the total of special and valuable objects;
- c) sports equipment: if this equipment is composed of a set of items, each item is insured separately for an amount equal to the total value of the equipment divided by the number of items;
- d) content: all movable property belonging to or under the responsibility of the insured that normally falls under the term household belongings, and that are present at the place of residence during the period of validity of the policy; each item is individually insured up to a maximum of 25% of the total insured capital.

### 2. INSURED CAPITAL

Baggage: € 2,500 on a first risk basis per insured.

Content: € 5,000 per insured.

### 3. COVER

- a) The insurer insures the baggage against total or partial damage, theft and non-delivery of baggage entrusted to a transport company.
- b) In the event of a delay of 6 hours, the insurer guarantees compensation up to a maximum of € 250; in the event of a delay of 12 hours, the insurer guarantees compensation up to a maximum of € 500 per insured, in addition to the insured capital, for the reimbursement of the proven costs for purchasing goods of first necessity.
- c) Baggage carried in a private vehicle, mobile home or caravan used by the insured is only covered against total or partial damage as a result of a traffic accident, including fire and burglary with signs of a break-in between 06:00 and 22:00, provided that it occurs outside the field of vision in the boot space, separated from the passenger compartment, of a fully enclosed vehicle. The insurance does not apply if the type of vehicle cannot meet these conditions.
- d) Baggage under the supervision of the insured and objects and clothing worn on the body are only insured against total or partial damage as a result of an accident with bodily injury, fire, explosion, natural forces, or robbery.
- e) Baggage in a hotel room or holiday home is only covered against total or partial damage as a result of fire, explosion or water damage and burglary with signs of a break-in.
- f) If an international passport or an identity card is lost or stolen during covered travel, the insurer will pay the administrative costs up to a maximum of € 125. Any travel costs will not be reimbursed.
- g) Loss, damage or non-delivery of wheelchairs entrusted to a carrier are covered up to a maximum of € 2,000, in addition to the insured amount specified in the policy. An official attestation of declaration to the carrier must be submitted, or, in the case of a coach trip, an attestation from the hostess.
- h) The belongings are covered against the following risks: fire (and related risks) and explosion (also as a result of an inherent defect), lightning, induction and overvoltage following lightning, storm, precipitation, water, steam and oil, burglary or attempted burglary with signs of a break-in, robbery and extortion, as well as damage by glass shards in the event of a window breaking.

#### 4. EXCLUSIONS

- a) - works of art, antiques, carpets, musical instruments, non-portable film, video and audio equipment, goods, samples and materials of a professional nature; (\*) samples and materials of a professional nature can, however, be insured upon specific request before departure, subject to payment of an additional premium imposed by the insurer;
  - prostheses, contact lenses and glasses;
  - documents, money, or valuable papers, collections;
  - any weapons or ammunition.
- b) Total or partial damage to the baggage caused by:
  - the weather, vermin, inherent defect, normal wear and tear, insufficient packaging, electrical, electronic or mechanical failure or due to repair, cleaning or restoration, unless the event occurred while the baggage was entrusted to a professional carrier;
  - spillage of containers, dents, scratches, the flaking of enamel, and breaking of fragile objects, unless this damage is the result of a traffic accident.
- c) Total or partial damage and theft of:
  - sports equipment (except skis), motorcycles, bicycles, children's carriages, wheelchairs and similar during their use;
  - baggage transported with a two-wheeled vehicle, in a convertible or open vehicle, or outside on or on the vehicle, unless as a result of a traffic accident;
  - special or valuable objects entrusted to a transport company, including the non-delivery of these objects.
- d) Theft of special or valuable objects in a private car or any other means of transport, tent or caravan.
- e) Theft of baggage from a vehicle at night between 22:00 and 06:00.
- f) Forgetting or losing baggage (except for identity papers), or theft of unattended baggage, including damage incurred in these circumstances.
- g) The confiscation, withholding or seizure of baggage by any government authority.
- h) Loss of enjoyment and all other indirect damage.
- i) The costs of replacing locks and keys.
- j) The exclusions provided under the general provisions.

#### 5. DETERMINATION OF COMPENSATION

- a) Within the limits of the insured amount and subject to a maximum of 25% of the insured amount per item, the insurer will pay the purchase value of the damaged, stolen, or undelivered baggage, taking into account the loss in value due to age or wear and tear, established at a fixed rate of 10% per year or partial year, to be calculated from the invoice date of the goods in question.
- b) The insurer's liability in the case of the 'Breakage of skis' insurance is always limited to € 250 per insured, regardless of the number of baggage policies taken out by the insured with the insurer.
- c) In the event of partial or total loss and sufficient justification, the insurer reserves the right to calculate the amount of compensation on the basis of the ratio between the missing weight and the total weight of the insured baggage.
- d) If the amount of the compensation cannot be determined amicably, it will be estimated by two experts appointed by both parties, and possibly by a third expert appointed by the first two experts, in order to settle the dispute. Their decision is binding on both parties.
- e) Specific claim settlement in the event of irreparable damage to or non-delivery of a registered suitcase: if the registered baggage is irreparably damaged or can be considered permanently lost, and the purchase value of the suitcase was more than € 75, the insured can opt for a free replacement of the damaged or lost suitcase with an equivalent suitcase offered at the option of the insurer.

## 6. OBLIGATIONS OF THE INSURED

The insured is obliged to fulfil the following obligations:

- a) take all necessary and useful measures with regard to protecting baggage;
- b) if the baggage is in a vehicle, lock the doors and boot, and fully close the windows and sunroof;
- c) special or valuable objects and jewellery that the insured does not wear must be stored in the safe of the hotel or holiday residence;
- d) in the event of a claim:
  1. in the event of theft: have an official report drawn up immediately by the local authority where the theft occurred or was established, and have signs of break-in confirmed;
  2. in the event of total or partial damage or non-delivery by a transport company: hold the carrier liable within the statutory period, have a contested finding drawn up, and submit an attestation of definitive loss issued by the carrier;
  3. keep tickets and baggage labels;
  4. in the event of total or partial damage as a result of a traffic accident: have an official report drawn up immediately by the local authority where the accident occurred;
  5. reserve recourse against any liable third parties;
  6. in all cases, inform the insurer within 48 hours of return to the place of domicile (except in case of force majeure), comply with the instructions of the insurer, and provide the insurer with all necessary or useful documents;
  7. submit proof of purchase of the special and valuable objects.

## **III. ACCIDENTS WITH BODILY INJURIES**

### **1. DEFINITION OF ACCIDENT**

An unexpected, sudden event that causes bodily injury, whose cause, or one of the causes, lies outside the victim's organism.

The following are equated with an accident:

- drowning, poisoning;
- ailment due to frostbite, intense cold, or excessive heat;
- injuries sustained in rescuing persons in distress;
- development of injuries, initially caused by a covered accident;
- sprains, strains, fractures, bruises, or muscle tears caused by sudden exertion.

### **2. INSURED CAPITAL**

Death: € 10,000

Permanent disability: € 75,000

### **3. COVER**

If the insured is the victim of an accident abroad (Belgium or other country) covered by the insurance, the insurer will reimburse:

- a) in the event of sudden death or death within three years after the accident covered by insurance, the insured capital to the legal heirs;
- b) in the event of permanent disability, a sum calculated on the insured capital in proportion to the degree of disability determined in accordance with the official scale of disabilities in force at the time that the injury is considered stabilised. If several permanent partial disabilities arise from the same accident, the total compensation may not exceed the insured capital. The determination of the disability may not be increased by a pre-existing disability. If the consequences of an accident are aggravated as a result of an illness, accident, or other pre-existing condition, the insurer is only obliged to cover the consequences that the accident would have had on a healthy organism. The degree of permanent disability must be determined within three years after the accident covered by insurance. The benefits for death or permanent disability may never be cumulated.

The insurance also covers, subject to article 5, accidents that happen to the insured:

- as the driver or passenger of a private motor vehicle;
- as a paying passenger of a recognised land, sea, or air transport company;
- as a result of practicing sports as an unremunerated enthusiast, including winter sports. For persons older than 75 years, the compensation in the event of 'death' is limited to 50% of the insured capital. In the event of permanent disability of persons who have reached the age of 65 at the time of the accident, an annual annuity of 8% of the calculated permanent disability will be paid.

### **4. EXCLUSIONS**

The insurer does not cover accidents resulting from:

- a) practicing the following activities: mountaineering, caving, canyoning, bobsleigh, skeleton, ice hockey, ski jumping, off-piste skiing, martial arts, bungee jumping, deltaplaning, paragliding, hang-gliding, parachuting, big game hunting, and any kind of motorised activity (including riding on quad bikes, jet skis, banana boats, snow scooters, speedboats, etc.). However, these sports are insured if they are organized in the context of research or education;
- b) using a two-wheeled vehicle with a cylinder capacity of more than 50 cc, with or without a sidecar;
- c) air travel, unless as a passenger on an aircraft approved for public transport of passengers;
- c) the exclusions provided for in the common provisions.

## 5. OBLIGATIONS OF THE INSURED OR THE BENEFICIARY

The insured or beneficiary must:

- a) immediately inform the insurer and send it a written declaration within 7 days;
- b) immediately comply with the insurer's instructions, and provide it with all the information and/or documents it considers necessary or useful.

## IV. PRIVATE LIFE CIVIL LIABILITY, LEGAL ASSISTANCE

### 1. OBJECT OF THE INSURANCE

In accordance with the Belgian Royal Decrees of 12 January 1984 and 24 December 1992, which determine the minimum insurance conditions, the insurer insures, up to the amounts insured, the civil liability to which the insured may be held, pursuant to articles 1382 to 1386bis of the Belgian Civil Code and similar provisions of foreign law, for damage to third parties caused during private life and during the insured travel (and stay).

### 2. DEFINITIONS

*Third party:* all persons other than the insured and the insured's family members.

*Private life:* all facts, acts, or omissions, excluding those resulting from the exercise of a professional activity.

### 3. INSURED AMOUNTS

Coverage is provided:

- for bodily injuries up to an amount of € 7,500,000 per claim;
- for material damage up to an amount of € 1,250,000 per claim.

The amicable settlements reached with the Belgian state prosecutor's office, the judicial, amicable or administrative fines, and the costs of criminal prosecution will not be covered by the insurer.

### 4. EXTENSION OF INSURANCE IN CERTAIN SPECIAL CASES

#### a) ANIMALS

The insured is covered for the damage caused by his/her pets who accompany him/her on a trip. However, any damage caused by riding horses owned by the insured is excluded.

#### b) TRAVEL AND MEANS OF TRANSPORT

1. The insured is covered during travel, even for professional purposes, whether as a pedestrian, owner, holder or user of a bicycle or other wheeled vehicle without a motor, or as a passenger in any means of transport (with the exception of the circumstances provided by Belgian and foreign legislation where liability is covered by obligatory motor vehicle insurance).
2. With regard to motor vehicles or railway vehicles that are subject to statutory insurance, the insurance only covers damage caused to third parties by those insured who, without the knowledge of their parents, the persons who are in charge of them or the owner of the vehicle, drive a motor vehicle before they have reached the legal age to do so.
3. Damage caused by the following is not covered:
  - the use of aircraft that belong to an insured or are hired or used by him/her;
  - the use of sailing boats of more than 200 kg, or of motorboats owned or rented or used by him/her.

#### c) DAMAGE CAUSED BY FIRE, EXPLOSION OR SMOKE

Excluded from the cover: material damage caused by fire, explosion or smoke as a result of a fire in the building of which the insured is the owner, tenant, or user, excluding damage caused in hotels or similar lodging houses occupied by the insured during a temporary or incidental stay, for either private or professional reasons.

#### d) GOODS BEING LOOKED AFTER

Damage caused to movable and immovable property and to animals in the insured's charge is excluded from the cover. This exclusion in no way affects the application of article 3 above.

#### e) RECREATIONAL ACTIVITIES

The insurance covers ordinary recreational activities such as gardening and crafts, including usage of the necessary power tools, and toys or small equipment moved by auxiliary motor power, whether teleguided or not, such as scale models of airplanes or ships.

## 5. EXCLUSIONS

Without prejudice to the provisions specific to certain cases determined under article 4, the insurance does not cover the following:

- a) damage resulting from civil liability that is subject to statutory insurance (namely that pursuant to the law on obligatory motor vehicle insurance);
- b) damage covered by another insurance policy, insofar as the latter covers the liability of the insured in accordance with the provisions of the Belgian Royal Decree of 12 January 1984;
- c) damage caused by hunting and game;
- d) damage resulting from the civil liability borne by leaders, appointees, or organizers of youth movements for the acts of persons for whom they are responsible;
- e) damage resulting from the personal civil liability of the insured who has reached the age of criminal responsibility and who causes a case of damage, either intentionally or as a result of the use of narcotics, of a state of drunkenness or alcohol intoxication;
- f) material damage caused by landslides;
- g) damage or aggravation of damage caused:
  - by weapons or other devices designed to explode by modifying the composition of atomic nucleus;
  - by nuclear fuel, radioactive products or waste, or by any other source of ionising radiation and which puts the exclusive liability of the operator of a nuclear installation in jeopardy;
- h) unless agreed in a special agreement, damage or aggravation of damage caused by any source of ionising radiation (in particular any radioisotope) used or intended to be used outside a nuclear installation and of which the insured or any person for whom he/she is responsible is the owner, user, of supervisor.

## 6. CLAIMS

- a) Any claim must be reported to the insurer in writing as soon as possible, and no later than 8 days after it has occurred, or, failing this, as soon as reasonably possible. All judicial and extrajudicial documents relating to a claim must be submitted to the insurer immediately after notification, service, or delivery to the insured, failing which the insured must compensate the company for the damage suffered. The insured must take all reasonable measures to prevent and limit the consequences of the claim. The insured must provide the insurer with all useful information and answer questions put to him/her without delay, so that the circumstances and the extent of the damage can be determined. The insured must report all other insurance policies that cover the same risk. If the insured does not fulfil one of the aforementioned obligations, the insurer can reduce the performance due in the amount of the loss suffered, or refuse to intervene if the insured acted with fraudulent intent.
- b) From the moment the insurer is obliged to provide cover, and insofar as this is invoked, the insurer is obliged to support the insured within the limits of the cover. With regard to civil law interests, and insofar as the interests of the insurer and the insured coincide, the insurer is entitled to contest the claim of the injured party in place of the insured. The insurer may reimburse the latter if there is reason to do so. Interventions by the insurer do not imply any acknowledgement of liability on the part of the insured, nor may they cause him/her any disadvantage.
- c) The insurer is solely responsible for the steps with amicable intent that aim to ensure a good outcome of the claim.

## 7. LEGAL ASSISTANCE

If the insured has to defend his/her interests before a court in the scope of the private life civil liability, the insurer will insure the defence costs up to € 50,000 per dispute (with a free choice of lawyer on the part of the insured), and the insurer guarantees the penal guarantee up to € 50,000 per dispute. The insurer will also insure the civil recourse against the liable party, both amicably and in court (with a free choice of lawyer on the part of the insured): this insurance covers up to € 50,000 per dispute. Legal assistance must be provided for both Belgian and foreign jurisdictions.