

INSURANCE CONDITIONS | CONTRACT NUMBER **GBC9767**

ASSISTANCE AND PHYSICAL INJURY COVER ANTWERP SPECIAL OLYMPICS SEPTEMBER 2014

The provisions that follow apply to the entire insurance contract.

1. DEFINITIONS

- Policyholder:** Special Olympics 2014 Antwerp vzw – Brouwersvliet 5B – 2000 Antwerpen.
- The insured:** Special Olympics Inc. and Special Olympics Belgium, their Board members, registered athletes, Unified partners, coaches, managers, team workers, sport officials, chaperons, volunteers”.
- Insurer:** De Europese Goederen en Reisbagage Verzekeringsmaatschappij NV, Tweekerkenstraat 14, 1000 Brussels (enterprise registered under code 0420), hereinafter referred to as “The European”.

2. DURATION OF THE INSURANCE CONTRACT

The insurance contract is concluded for the duration of Special Olympics 2014, and the journey from and to Belgium as well as for the period of residence in Belgium stay before or after and linked to the event and starting on the date mentioned in the policy.

3. FORMATION OF THE INSURANCE CONTRACT - DURATION OF THE GUARANTEE

The insurance contract is formed after signature by the Policyholder and after its acceptance by the Insurer.
Such acceptance is considered as given after pay of the total premium to the account of The European or of its authorized agent.

4. APPLICABLE LAW - LIMITATION

The insurance contract falls within the scope of Belgian legislation.
Any circumstances for which provision is not made in the insurance terms and conditions fall within the scope of the Non-Marine Insurance Act.

Any law suit issuing from the present insurance contract expires after three years, calculated from the day of the originating event.

5. SUBROGATION

The European automatically enters into the rights of the insured with regard to liable third parties to the amount of its contribution, except for amounts paid under the guarantee “Physical Injury”.

6. SERVICE ADDRESS

The service address of the parties to the contract is elected automatically:
• for The European: its registered place of business;
• for the Policyholder: the address indicated in the policy.
In order to be valid, all communication to The European shall be addressed to its registered place of business.

7. PROTECTION OF PRIVACY

Personal data given for the purposes of the present policy shall be treated in accordance with the Protection of Privacy Act of 8 December 1992 relating to the protection of privacy in connection with the treatment of personal data.

This data is used exclusively for the identification of the Policyholder and of the insured persons, for the management of cases of loss, damage, physical injury, etc., and for the improvement of relations with the existing clientele.

Any person proving his or her identity by means of a copy of the identity card has the right to request his or her data from the file and have any necessary corrections made. Any such request is followed by action in accordance with the provisions of the same law. The right of access may be exercised on the premises of the file manager at the following address: De Europese Goederen en Reisbagage Verzekeringsmaatschappij NV, Tweekerkenstraat 14, 1000 BRUSSELS.

8. GENERAL EXCLUSIONS

The European is under no obligation to pay compensation in case of:
a. deliberate acts committed by the insured;
b. suicide of the insured;
c. excessive consumption of alcohol, or use of medicinal products or anaesthetics not prescribed by a doctor;

SECTION 1 | ASSISTANCE FOR THE INSURED PERSON

A. GUARANTEES

1. ILLNESS OR PHYSICAL INJURY OF THE INSURED

Immediately on receipt of a call at its emergency centre The European will establish contacts between its medical team and the attending doctor in order to make the necessary arrangements in accordance with medical advice.

If the doctors advise repatriation The European organizes, completely at its own costs, the repatriation of the insured to the place of residence or to the nearest local medical centre or, if necessary, to a more suitable medical centre, by:

- air ambulance;
- regular scheduled flight;
- first-class train, sleeper or train-couchette;
- ambulance;
- another suitable means of transport, account being taken of the circumstances of repatriation.

Repatriation shall be executed under the guidance of a doctor and/or nurse if the medical condition of the Insured so requires.

The choice regarding means of transport for the repatriation and the medical centre is determined solely by the medical welfare of the insured and is made by the doctor of the medical team of The European after due consultation with the local attending doctor.

For countries outside Europe, the Mediterranean Sea area, the Canary Islands or Madeira repatriation is by regular scheduled flight only.

2. DEATH OF THE INSURED

The European compensates and organizes according to the unanimous choice of the next of kin:

- either the full transport costs of the body from the place of decease to the place of burial in the country of residence, or the costs for local burial on account of death
- The European further compensates:
 - the costs of the post mortem treatment;
 - the coffin (casket) in the country of decease

3. MEDICAL COSTS RESULTING FROM ILLNESS OR PHYSICAL INJURY

In case of illness or physical injury of the insured while travelling, The European compensates per insured up to the maximum of € 25,000:

- the medical or paramedical fees;
- the drugs or medicines prescribed by the local attending doctor;
- the costs of admission to hospital and treatment in semi-private room;
- the costs of local transport to a medical centre prescribed by the local attending doctor.
- furthermore:
 - the costs for dental treatment after accident
 - the costs of urgent repair work or urgent replacement of prosthesis of the insured (artificial limbs, glasses, hearing apparatus and dental prosthesis)
 - the costs up to € 12 500 for the psychological assistance or treatment of the insured after a disaster, attack or hostage situation involving the insured either as the victim or as a direct witness
 - the medical and/or paramedical aftercare costs, provided that such care is required for an injury or illness sustained during the covered period.

For the Belgian participants the intervention will be second to the intervention of the social security.

4. FAMILY SUPPORT

In the event of hospitalization of the Insured on account of illness or injury, The European organizes and pays for:

- the return journey of a close family member by train (first class) or by regular scheduled flight (economy class) to visit the Insured if the seriousness of the medical condition so requires;
- the return journey by train (first class) or by regular scheduled flight (economy class) of a close family member, or of some other person appointed by the family to travel out to insured children mentioned in the policy, to accompany them during the homeward journey to their country of residence, provided that the children are unable to make their way home alone. The travel costs involved in the homeward

- journey of the insured children are also covered.
- c. the local accommodation costs of the family member or other appointed person, up to € 150 per day for a maximum of 10 days.

5. SEARCH AND RESCUE COSTS

After consultation with its emergency centre, The European will pay the proven costs incurred for calling out a search and rescue team to save the life of the insured.

6. ASSISTANCE FROM A LAWYER - LEGAL DEPOSIT

The European advances the fees of the lawyer in the other country up to the maximum amount of € 1 250 per insured for the defence of the interests of the insured person after a traffic accident supervening in the other country to the extent that the insured is not already covered by any similar legal assistance insurance under a motor vehicle liability insurance. The insured is required to repay the advance to The European within 3 months of his or her return.

In the event that the insured must pay the local authority a legal deposit as a consequence of a traffic accident in the other country, The European will pay the deposit up to the amount of tot € 12 500 per insured person. The Insured is required to repay the advance to The European within 3 months of his or her return, or immediately if the deposit is released by the local authority before the said period of time.

7. HIJACKING, KIDNAPPING, DETENTION

The European will pay up to an amount of € 200 per period of 24 h. in case the plane, ship or other transport used by the Insured to travel, is being hijacked on the foreseen, beforehand booked onward or return journey for a period of minimum 24 h. De reimbursement is however limited up to € 125.000 per event or group.

B. EXCLUSIONS

- Voluntary termination of pregnancy, childbirth and the operations and consequences thereof.
- Services concerning repatriation without the prior consent of The European.
- Provision of assistance concerning minor ailments or injuries of a kind that could be treated locally and do not prevent the insured from continuing the journey, exception being made in respect of the medical costs.
- Medical costs for:
 - thermal cures, preventive dentistry;
 - normal childbirth;
 - aesthetic surgery or treatment (unless necessary for medical reasons on account of a physical injury);
 - treatments, drugs or medicines already prescribed in the country of domiciliation of the insured;
- All exclusions for which provision is made in the Common Provisions.

C. OBLIGATIONS BINDING THE INSURED

The insured is obliged:

- to report incidents to The European immediately, follow the instructions of The European, and furnish its medical team with all information and/or any documents that The European considers necessary or useful;
- to prove the claimed costs through production of relevant supporting documents;
- in the event of late delivery by a transport company: to engage the liability of the transport company within the set legal period, and to produce a judgment given after hearing full argument on both sides delivered by the transporter;

Assistance falling outside the scope of the guaranteed contractual services may yet be provided by The European on condition of repayment of the real costs by the insured or the applicant.

The European may not be held responsible for delay or prevention in the execution of assistance in cases of force majeure, such as natural disasters, epidemics, climatological surprise, strikes, terrorist attacks and the like.

SECTION 2 | PHYSICAL INJURY

1. DEFINITION OF INJURY

The unexpected and sudden event that causes a physical injury, the cause or one of the causes of which lies outside the body of the victim.

The following are treated as being tantamount to injury:

- drowning, poisoning;
- conditions induced by freezing, severe cold or fierce heat;
- injuries sustained during the emergency rescue of the insured persons;
- complications of injuries initially caused by a non-covered accident;
- sprains, dislocations, fractures or torn muscles caused by explosive physical effort;
- exhaustion or any accident where epilepsy or a seizure may be a contributing factor;
- sexual abuse and molestation.

2. INSURED CAPITAL

Decease: € 50.000

Permanent Invalidity: € 80.000

3. GUARANTEE

If the insured is victim of a covered accident, The European compensates:

- in the event of sudden death or within three years of a covered accident, the provided insured capital to the legal heirs or to the beneficiary or beneficiaries named in the Special Provisions;
- in case of permanent invalidity, a capital calculated on the provided insured capital pro rata the degree of invalidity established according to the official Belgian scale of invalidity in force at the time of consolidation.

If several partial permanent invalidities result from the same accident, the total compensation may not exceed the provided insured capital.

The degree of permanent invalidity shall be established not later than three years after the covered accident.

The compensations for death or permanent invalidity are not cumulative.

The guarantee remains acquired, with the reservations set out in Art. 5 below, for accidents sustained by the insured:

- as driver of or passenger in a private motor vehicle;
- as paying passenger of a recognized land, sea or air transport company;
- resulting from the pursuit of sport as an unpaid amateur, including winter sports.

4. EXCLUSIONS

The European does not compensate accidents that result from:

- activities in connection with the practice of occupations that might be described as dangerous, such as, e.g., descent in mines and quarries, presence in explosives factories, demolition works, ...;
- air travel, unless as a passenger in an aircraft licenced for public passenger transport;
- the exclusions mentioned in the Common Provisions.

5. OBLIGATIONS BINDING THE INSURED OR THE BENEFICIARY

The insured or the beneficiary must:

- inform The European immediately and send said company a written declaration with 7 days;
- follow the instructions of The European and send any information and/or documents that the latter may deem necessary and/or useful.

INSTRUCTIONS IN CASE OF "PROVISION OF ASSISTANCE"

The following information shall be provided in support of any claim:

- identity, age and place of residence of the person concerned,
- your policy number **GBC9767**,
- the quickest way to contact you;
- the full address where you can be reached.

Assistance for the insured person:

- name, address and telephone number of the local doctor,
- nature of illness or injury,
- administered treatment,
- name and address of any person(s) who need to be notified.

Assistance needed?

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