



# WORLDWIDE CREW COVER



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**This document is purely indicative. Only the French general conditions AIG EU AH TRAVEL WORLD CREW COVER LUX – FR can link the COMPANY.**

AIG Europe Limited. Registered in England. Company number: 01486260.  
Registered Office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.  
AIG Europe Limited is an insurer authorised by the UK Prudential Regulation Authority, 20 Moorgate, London EC2R 6DA, United Kingdom.

Belgian branch office located at Pleinlaan 11, 1050 Brussels, Belgium. RPM/RPR Brussels - VAT BE 0847.622.919.  
The Belgian branch of AIG Europe Limited is registered with the Belgian National Bank (NBB) n° 1136.  
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## CHAPTER 1 DEFINITIONS

The following definitions shall apply to this contract:

### 1.1. COMPANY

AIG Europe Limited. Registered in England. Company number: 01486260.

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### 1.2. ASSISTANCE CENTER

Service staff appointed by the COMPANY to provide assistance.

### 1.3. INSURED PERSON

Any person who is an employee of the SHIP-OWNER, a Management company, a Services Company or a recruitment Company for sailors, During the waiting period to board, onboard or ashore, who has been enrolled and has the enrolment confirmed by the allocation of a personal number, during the enrolment period.

Are considered as INSURED PERSONS, the following persons when enrolled and when coverages are provided by the specific conditions:

- External persons: Anyone who does not work contract with SHIP-OWNERR = (eg. artists, speakers, etc...)
- Guest: : person invited by the SHIPOWNER or tenant, onboard or ashore of the vessel guest aboard ship

### 1.4. POLICYHOLDER

Worldwide Crew Association and/or Worldwide Concept Association (WCA).

### 1.5. SHIP-OWNER

The owner of the vessel or any other natural person or legal entity, such as the managing SHIP-OWNER, agent, bare hull charter company or a yacht management company or a crew placement company to whom the SHIP-OWNER has entrusted the responsibility for operating the vessel and who, by assuming this responsibility, has agreed to carry out and to fulfil all of the related tasks and obligations.

### 1.6. ACCIDENT

Sudden event during the duration of the enrolment, the cause or one of the causes of which, is beyond the control of the INSURED PERSON and causes PHYSICAL INJURY to the INSURED PERSON.

The following is considered equal to these, insofar as occurred to the INSURED PERSON during the duration of the enrolment:

- Health disorders that result directly and exclusively from a warranted ACCIDENT or from an effort to save endangered persons or goods;
- Inhalation of gases;
- Absorption of poisonous or corrosive substances;
- Dislocation, twists, pulled muscles or tears as a result of a sudden exertion;
- Disorders as a result of freezing, sun or heat;
- Drowning;
- Exposure to anthrax;
- Rabies or tetanus due to a covered ACCIDENT.

### 1.7. INTOXICATION

Situation as a result of the penetration of substances in the organism of the INSURED PERSON, defined by the measured percentage of pure alcohol and/or illegal drugs being higher than the maximum permitted percentage determined in the legislation of the country where the loss occurs.

### 1.8. ILLNESS

Damage to the health of the INSURED PERSON, that was not caused by an ACCIDENT, and which shows objective and undeniable symptoms established by a PHYSICIAN.

### 1.9. CANCER

An ILLNESS that manifests itself in the form of a malignant tumour characterised by an uncontrolled and abnormal growth and by the spread of malignant cells throughout the body.

### 1.10. PHYSICIAN

Doctor of medicine and/or member of a medical association, legally qualified to practise medicine in the country where the insured incident and/or the treatment thereof takes place, excluding the INSURED PERSON him/herself, his/her FAMILY MEMBERS.

### 1.11. MEDICAL TREATMENT

All examinations or measures taken to restore health and prescribed by PHYSICIAN legally qualified to treat patients.

### 1.12. HOSPITAL

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An institution, recognised by the Ministry of Public Health of the country where loss or the treatment occurs, for the MEDICAL TREATMENT of patients and persons who suffer an ACCIDENT, with the exclusion of: health resorts, sanatoria, institutions for mental patients and for functional rehabilitation, rest homes and similar institutions.

## 1.13. HOSPITALIZATION

Medically required stay in a HOSPITAL for MEDICAL TREATMENT of an ILLNESS or ACCIDENT and for which accommodation costs are charged.

## 1.14. USUAL, REASONABLE AND CUSTOMARY MEDICAL EXPENSES

The usual amounts charged for valid services or treatment cost, as determined by the COMPANY in any particular country, area or region and substantiated by an independent THIRD PARTY being a practising PHYSICIAN or government health department.

## 1.15. WAR

An armed opposition, whether declared or not, by one state against another state, an invasion or a declaration of a state of siege.

The following is also to be considered as such: all similar actions, the use of military violence by a sovereign state in order to realise certain economical, geographical, nationalist, political or other objectives.

The COMPANY regards DISTURBED AREAS as countries at WAR.

## 1.16. DISTURBED AREAS

Countries or regions that follow: Afghanistan, Tchetchenia, North-Korea, Iraq, Syria and Somalia.

## 1.17. TERRORISM

The following acts are considered as acts of terrorism by which, abroad and/or in the country of destination of the return journey, the airport(s) and/or the airspace and/or the terminal or station is/are closed:

- Any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption;
- Commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not;
- any act which is verified or recognised by the (relevant) government as an act of terrorism.

The following are not considered as a terrorist action:

- Any activity of uprising, strike, revolt, revolution, attacks with the use of nuclear, biological or chemical weapons;
- Criminal facts, thefts and raids, intended for someone's own profit or committed in the framework of a relational conflict between the offender and the victim.

## 1.18. CIVIL WAR

Armed opposition of two or more parties belonging to the same state for ethnic, religious or ideological reasons.

The following is also to be considered as such: an armed uprising • a revolution • revolt • a coup • the consequences of martial law • closure of borders ordered by a government or by local authorities.

## 1.19. NUCLEAR, BIOLOGICAL ET CHEMICAL CONTAMINATION (NBC)

- Nuclear substances refer to elements, particles, atoms or materials which through the emission, discharge, dispersal, release or escape of any radioactive material which emits a level of radiation through ionisation, fission, fusion, breakdown or stabilisation of said elements, particles, atoms or material.
- Biological substances refer to any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s), including genetically modified organisms and chemically synthesised toxin(s), which are capable of causing incapacitating disablement or death amongst people or animals.
- Chemical substances refer to any solid, liquid or gaseous chemical compound which, when suitably distributed, are capable of causing incapacitating disablement or death amongst people or animals.
- Contamination means the contamination or poisoning of people by nuclear and/or chemical and/or biological substances causing ILLNESS, death and/or permanent disability.

## 1.20. ON LEAVE

The period of obligatory, legal leave determined by the registered flag, by the international conventions, by the collective agreements or by the employment contract reflecting the INSURED PERSON's vacations or periods of paid leave.

## 1.21. APPLICABLE INSURANCE LAW

The Luxembourg law of July 27, 1997 on insurance contracts as well as the additions, changes and the implementation decrees thereof.

## 1.22. WAITING PERIOD

The waiting period stated in the specific conditions applicable to each incapacitation during which no compensation is due. This period shall commence on the starting date of the incapacitation, as determined by the PHYSICIAN, but not sooner than the date of examination by a PHYSICIAN on land.

## 1.23. PREMIUM DUE DATE (RENEWAL DATE)

It is defined at the subscription of the contract per group and for all crew of the group.

## 1.24. MENTAL AND BEHAVIORAL DISORDER

A psychiatric, psychological, affective, mental or behavioral disorder, irrespective of whether a physiological cause is known or suspected. It includes any condition listed as mental and behavioural disorder in the International Classification of Diseases of the World Health Organization.

## 1.25. MATERIAL DAMAGE

Any modification, damage, accidental damage to and/or destruction of an object or substance including any physical injury to animals.

## 1.26. PHYSICAL INJURY

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PHYSICAL INJURY means:

- Any injury (not limited to death, bodily injury, mental illness, anxiety, humiliation or shock) or injury linked to the mental integrity of a person;
- Costs and expenses related to injuries (rescue costs, medical and paramedical services including prosthetics, ambulance, hospital, nursing care and funeral services);

## 1.27. EMERGENCY

A sudden change to a person's health which requires urgent MEDICAL TREATMENT to avoid permanent damage to life or health.

## 1.28. THIRD-PARTY

Any natural person or legal entity with the exception of the INSURED PERSON and RELATIVE.

## 1.29. RELATIVE

One Spouse or PARTNER, father, mother, sister, brother, CHILD, grandchild, grandparent of the INSURED PERSON.

## 1.30. PARTNER

Person with whom the INSURED PERSON has a factual or legal relationship on the date of insured incident, permanently lives together at the same place of residence, and is domiciled at the same address.

## 1.31. CHILD

Any unmarried child under 25 years of age who is economically dependent on the INSURED PERSON or the PARTNER.

## 1.32. SHIP ABANDON

All abandon of ship and INSURED PERSON whose circumstances were officially notified to the International Transport Federation, to the Port Agent or other competent authorities in the matter

## 1.33. INSURED PREMISES

The habitable premises where the INSURED PERSON resides. It includes private access road to such residence; and other premises and approaches used in connection with such residence.

## 1.34. EMERGENCY TRAVEL EXPENSES

Any additional, unforeseen travel and accommodation costs incurred by an INSURED PERSON or by each person travelling to an INSURED PERSON in order to stay with him/her or accompany him/her.

## 1.35. COMPLEMENTARY MEDICINE

Consultation services and medication provided by a physiotherapist, chiropractor, acupuncturist, osteopath or Chinese medicine practitioner, who is fully trained and who is licensed by the competent medical authorities of the country in which treatment is provided, and who is practicing within the scope of his or her licensing and graduation.

## 1.36. PERIOD OF INSURANCE

The period between the EFFECTIVE DATE and the expiration date of cover of the INSURED PERSON.

## 1.37. EFFECTIVE DATE

Is applicable per group, for all crew of the group and is decided at the inception date of the policy.

## 1.38. HOME COUNTRY

The country of which the INSURED PERSON holds a passport or an identity card.

## 1.39. LEGAL EXPENSES

- Fees, expenses and other reasonable expenses incurred by the APPOINTED REPRESENTATIVE in connection with a claim or legal proceedings, including the costs and expenses of expert witnesses, as well as costs and expenses incurred by the COMPANY in connection with such a claim or legal proceedings, excluding administrative and criminal fines resulting from a sentence or out-of-court settlement;
- Costs payable by an INSURED PERSON pursuant to an order to pay costs by a court of law or court of justice, and any costs payable pursuant to an out-of-court settlement in connection with a claim or legal proceedings;
- Fees, expenses and other reasonable expenses incurred by the APPOINTED REPRESENTATIVE in connection with filing an appeal, or resisting an appeal against the judgement of a judge or arbitrator.

## 1.40. APPOINTED REPRESENTATIVE

A solicitor, firm of solicitors or an equally qualified person, firm or company, appointed to represent an INSURED PERSON in accordance with the terms of this policy.

## 1.41. PALLIATIVE CARE

The services prescribed by the treating PHYSICIAN of an institution duly constituted and registered to provide a centralized program of palliative and supportive services to dying persons in the form of physical, psychological, social and spiritual care.

## 1.42. VALUABLES (AND ACCESSORIES)

- Photographic material • camera, video, DVD and audio equipment;
- Telescopes • binoculars • shotguns;
- Jewellery • clocks • jewels • goods partially or entirely made of precious metal • precious stones • pearls • furs • leather clothes;
- Portable computers • hardware and software • telephone sets;
- In general objects with a purchase value of over 2 500.

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## CHAPTER 2 GENERAL PROVISIONS

### 2.1. Object of the contract

The object of this policy is to grant the INSURED PERSON during the PERIOD OF INSURANCE and within the scope of the Insured Activity the benefit of the covers and amounts stipulated in the Schedule in application of these General Conditions.

### 2.2. Geographical scope

The insurance is valid world-wide.

### 2.3. Applicability of Services and Treatments covered

Cover 24/24.

The cover taken out shall apply to covered incidents occurring during the Insured Person's professional activities, during his/her obligatory ON LEAVE period, during the period where he/she is waiting to board, for the amounts and within the limits indicated in the specific conditions, provided that the insured is properly enrolled in the management system and for the duration of this enrolment.

### 2.4. Start of individual coverage

The individual coverage starts on the affiliation. The affiliation is confirmed by the introduction of the INSURED PERSON data in the registration system.

### 2.5. Age limit

The benefit of this policy is granted until the first RENEWAL DATE following the 70th birthday of the INSURED PERSON. The subscription for individuals applies till the age of 65.

### 2.6. Duration of the contract

The contract will take effect on the date stated in the specific conditions for a period of one year, but the INSURED PERSON will only be entitled to the guarantees after payment of the first premium. The contract will automatically be extended in accordance with the APPLICABLE INSURANCE LAW for consecutive periods of one year, unless otherwise stated in the specific conditions and with the exception of notice of termination in accordance with the conditions stipulated in article 2.10.

### 2.7. Payment of premium

The premium shall be paid in advance. The premium is due and payable in the place of residence of the POLICYHOLDER upon presentation of the receipt or upon notification of the PREMIUM DUE DATE. Legally imposed taxes and contributions are in addition to this premium. The premium has to be paid at the PREMIUM DUE DATE, after receipt the notification asking the SHIP-OWNER to proceed with the payment.

In case of non-payment of the premium, the regulations of the APPLICABLE INSURANCE LAW shall become applicable.

### 2.8. Change in risk

The COMPANY shall be notified immediately of any change in the risk.

In all cases of disappearance and decrease or increase of the risk, the parties must act as stipulated in the APPLICABLE INSURANCE LAW.

### 2.9. Rate increase

If the COMPANY increases its rates, it shall have the right to apply the resulting premium at the next PREMIUM DUE DATE. The COMPANY shall inform the POLICYHOLDER thereof at the latest 30 days before the PREMIUM DUE DATE. The POLICYHOLDER shall be entitled to give notice of termination on the terms stipulated in Article 2.10. However, the minimum term for the policyholder to give notice of termination is brought to 60 days as from the notification.

### 2.10. Termination

The POLICYHOLDER may cancel the Policy:

- At least 30 days before the annual premium is due or before the annual anniversary of the Policy ("RENEWAL DATE") (article 38 of the APPLICABLE INSURANCE LAW),
- If the COMPANY cancelled (i) one or several coverages of the insurance policy (article 19 of the APPLICABLE INSURANCE LAW) or (ii) if the (same) COMPANY cancelled another insurance policy after the occurrence of a loss with indemnification, within 1 month of the notice of cancellation (article 41 of the APPLICABLE INSURANCE LAW);
- In case of a risk decrease, in the absence of an agreement on the premium reduction, within 1 month of the POLICYHOLDER request for a premium reduction (article 33 of the APPLICABLE INSURANCE LAW);
- In case of a premium increase, within 60 days of the date the notice of the premium increase was sent and at the latest within 60 days after the RENEWAL DATE if the premium increase was not notified in accordance with article 20 of the APPLICABLE INSURANCE LAW (article 42 of the APPLICABLE INSURANCE LAW);
- In the event of the transmission of the insured interest as a result of the POLICYHOLDER'S death, the rights and obligations arising out the policy shall be transferred to the new holder of this interest (exception for intuitu personae contracts). However, the new holder of the insured interest may cancel the policy within 3 months and 40 days of the death (articles 57 - 58 of the APPLICABLE INSURANCE LAW).

The COMPANY may cancel the Policy:

- At least 60 days before the annual premium is due or before the annual anniversary of the Policy ("Renewal Date") (article 38 of the APPLICABLE INSURANCE LAW);
- In case of a non intentional omission or inaccuracy in the declaration (of the risk) (article 13) and in case of a risk increase (article 34 of the APPLICABLE INSURANCE LAW):
  - If the COMPANY adduces evidence that he would under no circumstances have insured the increased risk, he may cancel the Policy within 1 month of the date on which it becomes aware of the omission / inaccuracy / increase;
  - If the offer to amend the Policy is refused by the POLICYHOLDER or if the offer is not accepted within 1 month of the date of receipt thereof, the COMPANY may cancel the Policy within 15 days.
- In case of non payment of the premium, on expiry of a period of 10 days following the suspension of the Policy (the policy may be suspended upon expiry of a period of at least 30 days from the day following the sending of the notice of default) (articles 21 and 22 of the APPLICABLE INSURANCE LAW)

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- After a claim/loss occurrence giving rise to payment of an indemnity, within 1 month after the first payment of the indemnity (article 41, § 1 of the APPLICABLE INSURANCE LAW);
- In case of a fraudulent breach by the POLICYHOLDER, the INSURED PERSON and/or beneficiary of their obligations in the event of a claim/loss occurrence, within 1 month of the discovery of the fraud;
- In the event of the POLICYHOLDER'S bankruptcy, on expiry of a period of 3 months following the bankruptcy declaration (article 43 of the APPLICABLE INSURANCE LAW);
- In the event of transmission of the insured interest as a result of the POLICYHOLDER'S death, within 3 months of the date the COMPANY had knowledge of the death (articles 57-58 of the APPLICABLE INSURANCE LAW).

Notice of cancellation needs to be given by registered letter, bailiff service or delivery of a cancellation letter against receipt.

## 2.11. "Aviation" risk

The insurance covers the use, as a passenger, of all planes, hydro-planes or helicopters duly authorised to transport persons, as long as the INSURED PERSON is not a member of the crew and does not exercise in the course of the flight a professional or other activity, in relation with the plane or the flight.

## 2.12. Notifications

For the purpose of this policy, all notifications should be sent to the COMPANY'S branch office in Brussels.

Notifications to the POLICYHOLDER shall be validly sent to her/his most recent address, as officially known to the COMPANY.

## 2.13. Governing law and settlement of complaints and disputes

### Applicable law

The provisions of the present contract are governed by the APPLICABLE INSURANCE LAW and by all its extensions, modifications and executory decisions.

### Complaints

The COMPANY strives to treat the INSURED PERSON in a courteous, fair and prompt manner. If despite the efforts of the COMPANY, the INSURED PERSON is not satisfied, it can address a complaint:

- By e-mail: [belgium.complaints@aig.com](mailto:belgium.complaints@aig.com)
- By phone: 02 739 9690
- By fax: 02 739 9393
- By ordinary mail: AIG Europe Limited, Complaints, Pleinlaan 11, 1050 Brussels

The COMPANY requests the INSURED PERSON to mention the policy number and/or claims file number and, if available, the name of the contact person within the COMPANY.

### Jurisdiction

Any disputes between parties shall be judged exclusively by the courts of Luxembourg.

## 2.14. Subrogation

The COMPANY who has paid the indemnity is subrogated, up to the amount of this indemnity, in the rights and actions of the INSURED PERSON or the beneficiary/beneficiaries against the responsible THIRD PARTY/PARTIES in accordance with the APPLICABLE INSURANCE LAW.

## 2.15. Personal data

Your personal data (hereinafter the "Data"), reported to the COMPANY, will be processed in accordance with the Belgian Act on the protection of privacy. The Data will be processed for the purpose of management and optimal use of the services provided by the COMPANY, including risk assessment, contract management, claims handling and crime prevention (such as fraud) as well as to allow the COMPANY to fulfil its legal obligations. To achieve these objectives and for the purpose of good service, the COMPANY may be required to transfer Data to other companies of the AIG group, to sub-contractors or to partners. These companies, subcontractors or partners may be located in countries outside the European Economic Area that do not necessarily offer the same level of protection as Belgium. The COMPANY shall take precautionary measures to ensure the protection of Data as well as possible.

To the extent that the COMPANY deals with sensitive data, they are only accessible, as far as necessary, to amongst others claims managers, risk analysts, underwriters and the legal department. You will find a complete list and, more generally, the complete Privacy policy of the COMPANY on [www.aig.be](http://www.aig.be).

According to the law, the data subject is entitled to access, amend or oppose (for a reasonable cause) to the processing of Data relating to him. To exercise these rights, he/she can contact the COMPANY (AIG Europe Limited, Belgian branch) at any time in writing at Boulevard de la Plaine 11, 1050 Brussels.

In as far as necessary and in particular in respect of any sensitive data (like its health-status), the INSURED PERSON approves the processing and the transfer of the Data as described here above.

The INSURED PERSON moreover gives approval for the medical advisor appointed by the COMPANY to get medical information (including regarding cause of death) from the treating PHYSICIAN(S), and also allows for a medical examination.

## 2.16. Claims notification

- 2.16.1. The INSURED PERSON/POLICYHOLDER/SHIP-OWNER shall report any damage to the COMPANY as soon as possible and in any case within 8 calendar days, calculated from the moment he/she becomes aware of such damage.  
The COMPANY may however not claim non-compliance with the aforementioned period of time if the claim is notified as soon as reasonably possible.
- 2.16.2. The INSURED PERSON/POLICYHOLDER/SHIP-OWNER shall immediately provide the COMPANY with any useful information, as well as answer questions which are asked of him/her, in order to establish the circumstances and the extent of the damage.
- 2.16.3. In respect of each indemnity insurance, the INSURED PERSON/POLICYHOLDER/SHIP-OWNER shall take all reasonable measures to prevent and limit the consequences of the damage.
- 2.16.4. If the INSURED PERSON/POLICYHOLDER/SHIP-OWNER does not comply with one of the obligations as stated under 2.16.1, 2.16.2 and 2.16.3 to the detriment of the COMPANY, the COMPANY may claim a reduction in the benefit equivalent to the harm it has suffered.

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2.16.5 The COMPANY may refuse to provide cover if the INSURED PERSON/POLICYHOLDER/SHIP-OWNER with fraudulent intent did not comply with the obligations set out under 2.16.1, 2.16.2 and 2.16.3.

## 2.17. Indemnity

Indemnities shall be based on the medical and factual data available to the COMPANY. The INSURED PERSON and/or the beneficiary/beneficiaries has/have the right to accept or to refuse these. In the latter case he/she/they shall notify the COMPANY of his/her/their objection(s) by registered mail sent within 90 calendar days after having been informed of the said indemnity.

All indemnities shall be payable without interest after acceptance by the INSURED PERSON, POLICYHOLDER and/or beneficiary/beneficiaries. Any claim for an indemnity upon refusal by the COMPANY shall become prescribed three years after the refusal is notified.

## 2.18. Currency

Any conversion of expenses incurred in another currency will be based on the United Nations Operational Rates of Exchange ([www.un.org/depts/treasury](http://www.un.org/depts/treasury)) in effect on the date the incurred medical expenses and in the case of hospital expenses, on the date the hospital bill is rendered.

## 2.19. Motorcycle

Cover shall not be provided unless the INSURED PERSON has complied with the mandatory safety regulations. An official report from the authorities or a medical report shall serve as proof.

## 2.20. Sports

Sports including training, practised for non-professional purposes within the framework of contractual remuneration are covered under condition of the article 4.2.4 paragraph 1.

The nautical sports are covered under conditions of dispositions of the article 4.2.4 paragraph 2.

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## CHAPTER 3 SERVICES AND TREATMENTS COVERED

### 3.1. MEDICAL EXPENSES

#### 3.1.1. Garanties

Within the limits of the insured amount mentioned in the specific conditions, within the PERIOD OF INSURANCE and for an uninterrupted period of 12 months maximum and per insured person, the COMPANY guarantees the reimbursement of USUAL, REASONABLE AND CUSTOMARY MEDICAL EXPENSES for a required treatment within the validity of the contract.

The total care must be prescribed and/or carried out exclusively by a PHYSICIAN.

The INSURED PERSON has the free choice of PHYSICIAN and HOSPITAL.

After injury, the necessary medical care should be provided as quickly as possible.

The compensation paid by the COMPANY is decreased by the deductible mentioned in the specific conditions.

All reimbursements will stop anyway when one of the following events will occur:

- two years after the date of the ACCIDENT;
- or two years after the first consultation in case of ILLNESS;
- or at the date the contract is terminated,

Insured services in case of:

#### 3.1.1.1 HOSPITALIZATION & outpatient surgery:

- HOSPITAL accomodation costs.
- Expenses related to the operating room, intensive care, medical imaging, diagnostic and laboratory tests, prescribed medicines and drugs, blood and plasma, surgical appliances, rental of medical aids.
- Fees of PHYSICIANS, including general nursing care.

#### 3.1.1.2. Outpatient benefit:

- Fees of PHYSICIANS;
- Prescribed medicines and drugs that cannot be purchased without prescription;
- Medical imaging, diagnostic and laboratory tests, and surgical appliances;
- Medical aids;
- COMPLEMENTARY MEDECINE.

#### 3.1.1.3. Local ambulance:

- Local medical transport.

#### 3.1.1.4. Private nursing:

- Inpatient in HOSPITAL or nursing home;
- Home nursing costs by a registered nurse, up to 60 days per policy year;
- PALLIATIVE CARE.

#### 3.1.1.5. Maternity & Childbirth:

Expenses covered under the points 3.1.1.1. to 3.1.1.4. above that are related to:

- Pregnancy, prenatal, childbirth and post-natal treatment ;
- Complications of Pregnancy

These benefits are limited to costs resulting from pregnancy and childbirth after the first 10 months following the EFFECTIVE DATE of the cover for the mother or the father, unless the WAITING PERIOD was waived by the COMPANY because of a preceding policy (without period of interruption).

#### 3.1.1.6. CANCER treatment:

Expenses covered under the points 3.1.1.1. to 3.1.1.4. above that are related to cancer inpatient and outpatient treatment, including specialist fees, medical imaging, diagnostic and laboratory tests, radiotherapy, chemotherapy and HOSPITAL charges.

#### 3.1.1.7. MENTAL AND BEHAVIOURAL DISORDERS:

Expenses covered (maximum 10 sessions within the life of the policy) that are related to the treatments of MENTAL AND BEHAVIOURAL DISORDERS linked to an ACCIDENT during work period (ON LEAVE period are not covered).

#### 3.1.1.8. AIDS//VIH:

Expenses covered under the points 3.1.1.1. to 3.1.1.4. above that are related to the treatment of Human Immunodeficiency Virus ("HIV") related illnesses including Acquired Immune Deficiency Syndrome ("AIDS"), AIDS Related Complex ("ARC") and/or any mutation, derivation, or variation thereof which manifests itself for the first time after the EFFECTIVE DATE of the cover.

#### 3.1.1.9. EMERGENCY Dental:

Expenses covered under the points 3.1.1.1. to 3.1.1.4. above that are related to EMERGENCY dental treatment required for accidental damage to sound natural teeth.

#### 3.1.1.10. EMERGENCY Vision:

Expenses covered under the points 3.1.1.1. to 3.1.1.4. above that are related to EMERGENCY vision treatment required for accidental damage to an eye.

### 3.1.2. Non-EMERGENCY HOSPITALIZATION

Non-emergency HOSPITALIZATIONS requires a pre-certification from the COMPANY after submitting the following information to the COMPANY:

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- the policy and certificate number;
- identity of the patient;
- the diagnosis:
  - specification of the required MEDICAL TREATMENT;
  - identification of the HOSPITAL where the intervention is planned;
  - expected duration of the HOSPITALIZATION;
  - estimated cost of the treatment.

Failure to comply with this pre-certification rule may reduce by 25% the reimbursement otherwise effected for the HOSPITALIZATION and all related fees.

### 3.1.3. Dental & vision care

#### 3.1.3.1. DEFINITIONS

##### 3.1.3.1.1 Dental Prosthesis

means crowns, inlays, onlays, adhesive reconstructions/restorations, bridges, dentures and implants as well as all necessary and ancillary treatment and repairs required.

##### 3.1.3.1.2. Dentist

means a properly qualified medical practitioner who is licensed to render dental treatment by the competent medical authorities of the country in which treatment is provided, and who is practicing within the scope of his licensing and graduation.

##### 3.1.3.1.3. Routine Dental Treatment

means dental examinations, tooth extractions, tooth cleaning, normal compound filling, root canal treatment, parodontal treatment, parodontosis treatment, gum treatment, and X-ray examinations.

##### 3.1.3.1.4. Major Restorative Dental Treatment

means removal of impacted, buried or unerupted teeth, removal of solid odontomes, and apicectomy.

##### 3.1.3.1.5. Vision Treatment

means ophthalmic examinations and treatments, excluding any eye surgery.

##### 3.1.3.1.6. Eye Surgery

means ophthalmic surgery, such as laser eye surgery, cataract surgery, glaucoma surgery, canaloplasty, refractive surgery, corneal surgery, vitreo-retinal surgery, eye muscle surgery and oculoplastic surgery.

##### 3.1.3.1.7. Optical Devices

means medically necessary glasses, frames and contact lenses prescribed by an Ophthalmic PHYSICIAN

#### 3.1.3.2. DENTAL CARE

This Policy shall provide cover:

- within the limitations stated in the policy and the policy schedule;
- based on USUAL, REASONABLE AND CUSTOMARY MEDICAL EXPENSES
- for the services listed below;
- that are prescribed and certified medically necessary by a dentist or dental PHYSICIAN;
- that are general accepted and scientifically recognized medical services, excluding any experimental or pioneering services; and
- that have a date of service during the PERIOD OF INSURANCE;
- based on the disposition of the specific conditions.

The insured services, within sums insured as listed on the policy schedule, are:

- Routine dental treatment;
- Major restorative dental treatment;
- Dental prosthesis;
- Orthodontic Treatment following accidental damage to healthy and natural teeth as mentioned in the specific conditions

The reimbursement of the expenses is reduced or refused to the extent that the INSURED PERSON's teeth are deemed by a dentist or Dental PHYSICIAN to be in a considerably worse condition than the teeth of persons of the same age who have at least annual dental checks and receive the recommended dental treatment, or if the cause of the worse condition of the INSURED PERSON's teeth is prior to the PERIOD OF INSURANCE.

Orthodontic treatment is only covered following accident necessitated by accidental damage to healthy and natural teeth as mentioned in the specific conditions.

#### 3.1.3.3. VISION CARE

This Policy shall provide cover:

- within the limitations stated in the policy and the policy schedule;
- based on USUAL, REASONABLE AND CUSTOMARY MEDICAL EXPENSES;
- for the services listed below;
- that are prescribed and certified Medically Necessary by a ophthalmic PHYSICIAN;
- that are general accepted and scientifically recognized medical services, excluding any experimental or pioneering services; and
- that have a date of service during the PERIOD OF INSURANCE.
- based on the disposition of of the specific conditions.

The insured services, within sums insured as listed on the policy schedule, are:

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- Vision treatment;
- Eye surgery;
- Optical devices.

### 3.1.4. Table of reimbursements

The amounts for medical expenses and the limits are mentioned in the specific conditions.

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## 3.2. ASSISTANCE

### 3.2.1 Home repatriation

Following a HOSPITALIZATION of more than 24 or incapacity of more than three weeks and if the INSURED PERSON is not able to perform his profession due to objective and current decrease of his health as a result of an ILLNESS or ACCIDENT during the PERIOD OF INSURANCE, the ASSISTANCE CENTER organizes and oversees the repatriation of the INSURED PERSON to his country of residence or HOME COUNTRY.

The repatriation costs of which will be borne by the COMPANY up to the limit as specified in the specific conditions.

The medical authorities of the ASSISTANCE CENTER will be exclusively authorised to take decisions in respect of the repatriation and the choice of the means of transport.

### 3.2.2 Rapatriation of the mortal remains

The ASSISTANCE CENTER will organise the repatriation of the mortal remains of the INSURED PERSON to a cemetery in his/her HOME COUNTRY and will take care of the execution of this repatriation, the costs of which will be borne by the COMPANY up to the limit specified in the specific conditions.

### 3.2.3 Funeral cost

In case of death of an INSURED PERSON, the COMPANY covers reasonable funeral expenses up to the maximum amount specified in the specific conditions.

### 3.2.4 Medical evacuation

The ASSISTANCE CENTER will take care of the execution and organise the transport to a more suitable or better-equipped HOSPITAL, the costs of which will be borne by the COMPANY, up to the limit specified in the specific conditions.

In case of a medical EMERGENCY, the COMPANY will reimburse the cost of the specialised medical transport needed to evacuate the INSURED PERSON from the vessel to the closest adequate HOSPITAL. The COMPANY does not organise said evacuation and its cover is limited to the reimbursement of proven expenses, up to the limit specified in the Specific conditions.

The medical authorities of the ASSISTANCE CENTER will be exclusively authorised to take decisions in respect of the medical transport, the choice of the means of transport and of the place of HOSPITALIZATION.

### 3.2.5 EMERGENCY return

In the case of unforeseen HOSPITALIZATION for more than 48 hours or in case of death of a RELATIVE, which takes effect during the stay of the INSURED PERSON abroad, ASSISTANCE CENTER shall organise and pay for the return of the INSURED PERSON to the country of residence or HOME COUNTRY by means of an economy-class airline ticket or a first-class train ticket.

The maximum amount of coverage stipulated in the specific conditions shall apply from the first intervention of the ASSISTANCE CENTER and to consider until the twelfth month following the first intervention.

The EMERGENCY return is granted only once for the same RELATIVE. In case a second return is necessary for that same RELATIVE, it will be charged to the INSURED PERSON.

### 3.2.6 TICKET for the return of the INSURED PERSON or for a colleague

The COMPANY will provide with a ticket and will bear the costs (up to the limit specified in the specific conditions) to allow the INSURED PERSON to return to the place of shipment after repatriation.

In case the INSURED PERSON is not capable of returning back, a colleague can be appointed to replace him.

### 3.2.7 Visit to an ill or hospitalised INSURED PERSON abroad

If the medical condition of the INSURED PERSON does not allow repatriation, ASSISTANCE CENTER shall arrange that a person can visit him/her after consultation of the INSURED PERSON and/or his/her attending PHYSICIAN. In this case, ASSISTANCE CENTER shall pay the EMERGENCY TRAVEL EXPENSES of that person providing ASSISTANCE CENTER approves such costs in advance.

### 3.2.8 Personal belongings

If the INSURED PERSON suffered during his service on the ship, a total or partial loss or damage to personal belongings, following a shipwreck, stranding or SHIP ABANDON, or following a fire, flood or collision, excluding any loss or damage caused by the fault of the INSURED PERSON, by theft or misappropriation, he will be entitled to receive the compensation for its loss or its damage up to the maximum amount specified in the specific conditions.

#### 3.2.8.1. Valuation of the personal belongings:

- Damage during the first year following the date of purchase: 75% of the net purchase price.
- Damage during the second year following the date of purchase: 65% of the net purchase price.
- Damage during the third year following the date of purchase: 55% of the net purchase price.

VALUABLES AND ACCESSORIES: 50% (fifty percent) of the net purchase price.

#### 3.2.8.2. Determination of the compensation in case of damage:

The cost price of the repair, limited to the real value of the damaged personal belonging and at any rate limited to the compensation resulting from application of article 3.2.8.1.

#### 3.2.8.3. Obligations in case of damage:

The INSURED PERSON must state the purchase date and purchase price of the personal belongings. VALUABLES must be evidenced through original purchase or guarantee certificates. Other personal belongings must be evidenced through all kinds of documents.

The COMPANY may request that damaged objects are inspected.

For each damage, the deductible stated in the specific conditions will apply.

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## 3.2.9 General Stipulations

The COMPANY guarantees to undertake and use all reasonable means to execute the services specified in this article. If possible, the COMPANY will arrange payment of the costs directly in local currency.

The INSURED PERSON is obliged to contact the ASSISTANCE CENTER without delay via the telephone number stated on the insurance card and to act according to its instructions.

If the ASSISTANCE CENTER has realised the return of the INSURED PERSON at the expense of the COMPANY, the INSURED PERSON may be requested to do all that is necessary to obtain the repayment of his/her ticket and to remit this amount to the COMPANY. The ASSISTANCE CENTER may request the INSURED PERSON to use his/her ticket.

The COMPANY is not liable for the flaws, delays or impediments in the execution of its services in the event of strike, revolt, civil unrest, reprisals, restrictions of free traffic, sabotage, TERRORISM, CIVIL WAR, WAR, development of heat or radiation resulting from the division of atomic nuclear, radioactivity, other unanticipated events or events of force majeure.

## 3.2.9.1 Table of reimbursements

The maximum amounts for assistance expenses are mentioned in the specific conditions.

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## 3.3. THIRD PARTY LIABILITY

### 3.3.1 Cover

3.3.1.1. The COMPANY hereby agrees, subject to all terms, conditions, definitions and exclusions of this policy, and up to the limits of indemnity and in consideration of the applicable deductible, to indemnify or pay on behalf of an INSURED PERSON for all sums (including Interests and Claims Expenses) as well as legal costs, which the INSURED PERSON shall become liable to pay as indemnities because of damages (BODILY INJURY and/or MATERIAL DAMAGE) to a THIRD-PARTY provided:

- Those damages arise from and/or are in any way connected with the private life of the INSURED PERSON, and
- The date of the occurrence lies between the first and the last day (both days included) of the term of the policy, and
- The liability devolves on the INSURED PERSON on an extra-contractual basis.

3.3.1.2. The COMPANY will cover as well the extra-contractual liability of the INSURED PERSON for damages (BODILY INJURY and/or MATERIAL DAMAGE) to a THIRD-PARTY, which:

- Is caused by the INSURED PERSON's premises while another INSURED PERSON is occupying these premises with the permission of the INSURED PERSON;
- Is caused by the activities of or is sustained by a residence employee, while engaged in the employment of an INSURED PERSON;
- Is caused by an animal owned by or in the care of the INSURED PERSON.

### 3.3.2. Defence

With respect to such insurance as is afforded by this policy for liability coverage, the COMPANY shall defend any suit against the INSURED PERSON alleging such damages and seeking compensation on account thereof, even if such suit is groundless, false or fraudulent; but the COMPANY may make such investigation, negotiation and settlement of any claim or suit as it deems expedient.

### 3.3.3. Limit of cover - Deductible

3.3.3.1. The sum stated on the policy schedule is the limit of the COMPANY's liability for all damages related to a loss.

3.3.3.2. The term INSURED PERSON is used severally and not collectively, but the inclusion herein of more than one INSURED PERSON shall not operate to increase the limits of the COMPANY's liability. The COMPANY's total liability under Third Party Liability for all losses resulting from any one occurrence shall not be more than the sum insured stated on the specific conditions. This limit is the same regardless of the number of INSURED PERSONS, claims made or persons injured. All BODILY INJURY and MATERIAL DAMAGE resulting from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one occurrence.

3.3.3.3. The deductible applicable on MATERIAL DAMAGE is specified in the specific conditions. There will be no deductible applicable on BODILY INJURY.

### 3.3.4. Territory

This policy provides coverage to the INSURED PERSON worldwide whatever the jurisdiction, the applicable law and the place where damage occurs or the claim is made.

However, the COMPANY shall not be deemed to provide cover and the COMPANY shall not 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 the COMPANY, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

### 3.3.5. Claims process

3.3.5.1. When an occurrence takes place, written notice thereof shall be given by or on behalf of the INSURED PERSON as soon as practicable to

AIG Europe Limited  
Claims  
Boulevard de la Plaine 11  
B-1050 Bruxelles, Belgique  
Telephone Number : +32 2 739 96 20  
Email: [contact.be@aig.com](mailto:contact.be@aig.com)

Such notice shall contain the identity of the policy and INSURED PERSON, reasonably available information on the time, place, and circumstances of the ACCIDENT or occurrence and names and addresses of any claimants and witnesses. At the request of the COMPANY, the INSURED PERSON shall help the COMPANY to make settlement, enforce any right of contribution or indemnity against any person or organization who may be liable to an INSURED PERSON, with the conduct of suits and attend hearings and trials and to secure and give evidence and obtain the attendance of witnesses.

3.3.5.2. If claim is made or suit is brought against the INSURED PERSON, the INSURED PERSON shall immediately forward to the COMPANY every demand, notice, summons or other process received by the INSURED PERSON or his APPOINTED REPRESENTATIVE.

3.3.5.3. The INSURED PERSON shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to THIRD-PARTY as shall be imperative at the time of the ACCIDENT.

3.3.5.4. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the COMPANY as a co-defendant in any action against the INSURED PERSON to determine the Insured Person's liability. Bankruptcy or insolvency of the INSURED PERSON or of the INSURED PERSON's estate shall not relieve the Company of any of its obligations hereunder.

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## 3.4. LEGAL ASSISTANCE

### 3.4.1. Cover

#### 3.4.1.1. Legal assistance

The COMPANY shall indemnify the INSURED PERSON for the costs of LEGAL EXPENSES in connection with causes of action outside his HOME COUNTRY arising during the PERIOD OF INSURANCE. In the case of charges for or indictments for a criminal offense the maximum will be 5 000 EUR, USD ,GBP.

#### 3.4.1.2. Bail bond

In the event that the INSURED PERSON is placed in or is threatened to be placed in detention outside his HOME COUNTRY during the PERIOD OF INSURANCE, the COMPANY shall pay a bail bond. The INSURED PERSON shall repay this sum within 3 months of the date of payment, or immediately upon repayment by the authorities or if the bail bond is forfeited by failure to appear in court, unless the latter could not reasonably be expected of the INSURED PERSON.

### 3.4.2. Stipulations

3.4.2.1. Where it is necessary to resort to a judicial or administrative proceeding, the INSURED PERSON has the freedom to choose to defend, represent or serve its interests, a lawyer or other person having the qualifications required by the law applicable to the proceedings;

3.4.2.2. Whenever there is a conflict of interest with the COMPANY, the INSURED PERSON has the freedom to choose to defend its interests, a lawyer or, if preferred, any other person having the qualifications required by the law applicable to the proceedings;

3.4.2.3. Without prejudice to the possibility of initiating legal proceedings, the INSURED PERSON can consult a lawyer of his choice, in case of disagreement with the COMPANY about the attitude to be adopted to settle the claim and after notice by the company of his views or his refusal to follow the thesis of the INSURED PERSON;

3.4.2.4. If the lawyer confirms the position of the COMPANY, the INSURED PERSON is reimbursed for half of expenses and fees of the consultation;

3.4.2.5. If, against the advice of a lawyer, the INSURED PERSON commits at his own expense and gets a better result than he would have received if he had accepted the position of the COMPANY. The COMPANY which did not want to follow the thesis of the INSURED PERSON is required to provide its guarantee and refund the cost of the consultation which would have remained dependent on the INSURED PERSON;

3.4.2.6. If the lawyer consulted confirms the thesis of the INSURED PERSON, the COMPANY is required, whatever the outcome of the proceedings, to provide its guarantee including costs and fees of the consultation;

3.4.2.7. All claims and legal procedures, including any appeal arising from the same event or circumstances, are regarded as a single claim ;

3.4.2.8. If the action is successful, any legal costs awarded shall accrue to the COMPANY up to the amount that the COMPANY has paid in this respect.

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## CHAPTER 4 EXCLUSIONS

### 4.1. General exclusions

This policy will not cover any loss, injury, damage or legal liability sustained directly or indirectly by any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

The COMPANY shall not be deemed to provide cover and the COMPANY shall not 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 the COMPANY, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Belgium, Luxembourg or the United States of America.

### 4.2. Exclusions applicable to all services and treatments covered

Any loss or request for indemnity as a result of the following will not be accepted by the COMPANY:

- 4.2.1. Intent and/or incitement, and/or an apparent reckless act, unless it concerns a justified attempt to save people and/or animals and/or goods in danger;
- 4.2.2. Suicide, attempted suicide or self-inflicted injuries;
- 4.2.3. WAR, CIVIL WAR;  
However, the INSURED PERSON will continue to be entitled to the guarantee for 14 calendar days from the start of the hostilities in case he/she is surprised by such events abroad and insofar as he/she does not actively participate in them;
- 4.2.4. Sports, including training, practised for professional purposes within the framework of contractual remuneration. • air sports • competition with motorised vehicles with the exception of tourist rallies for which no time and/or speed standard is imposed whatsoever • participation and/or training and/or preparatory tests for speed contests (except the regatta organised in the yachting) • the use of motorised vehicles on open or closed track.  
Will remain covered, the INSURED PERSON having a professional water sports license, who accompanies or supervises - within the framework of his employment contract - other crew members or other people on board of the yacht practising that water sport;
- 4.2.5. Bets and/or challenges • disputes and/or fights with the exception of legal self-defence (an official report will evidence this) • riots and measures against these, unless the POLICYHOLDER and/or the INSURED PERSON and/or the beneficiary proves/prove that the INSURED PERSON has not actively participated in them;
- 4.2.6. ACCIDENTS during the preparation or participation in crimes or misdemeanours;
- 4.2.7. The consequences of drunkenness or intoxication;
- 4.2.8. NBC and TERRORISM;
- 4.2.9. Nuclear reactions and/or radioactivity and/or ionising radiation, except when experienced during the medically required treatment following a covered loss;
- 4.2.10. Death or disablement following an ILLNESS;
- 4.2.11. Costs relating to claims which result directly or indirectly from elective cosmetic surgery, sexually transmittable diseases, treatment for impotence, sterilization and fertilization, vasectomy, redetermination of sex or other similar treatments not medically required.

### 4.3. Exclusions applicable to Medical expenses (article 3.1.) and Assistance (article 3.2.)

Any loss or request for indemnity as a result of the following will not be accepted by the COMPANY:

- 4.3.1. Except for the INSURED PERSON who have periodic medical examination of seafarers or employment medical examination valid, we are excluding all pre-existing ILLNESS or disease prior to the EFFECTIVE DATE of the individual coverage. Provided that the ILLNESS is mentioned on the application form, those cases will be covered, upon acceptance by the Company, subject to possible adjustment of the premium and / or the guarantees, confirmed by endorsement;  
"Pre-existing" is any known medical or related condition that has, within a two year period immediately prior to the inception date of the coverage one or more of the following characteristics:
  - it has been diagnosed by a PHYSICIAN;
  - it has needed MEDICAL TREATMENT (including drugs, special diets, injections or other procedures or investigations);
  - Medical advice has been sort, or should have been sort if recognised clinical advice had been followed;
  - it has undiagnosed symptoms, whether recognised or not.
- 4.3.2. Transfer, transport or travel expenses except those for local EMERGENCY medical transport or after prior approval of ASSISTANCE CENTER;
- 4.3.3. MENTAL AND BEHAVIORAL DISORDERS listed as F10 till F19, F45, F52, F55, F59 or F99 in the International Classification of Diseases of the World Health Organization;
- 4.3.4. Periodic preventive health examinations (Medical examinations of seafarers, expatriation and/or hiring, not mandatory vaccine, drug against malaria, check up without medical reasons and prescriptions,...) unless stipulated otherwise in this contract;
- 4.3.5. Prosthesis, except for those placed by surgical intervention and after prior consent of the COMPANY. This exception does not include orthopaedic devices which remain excluded in all cases.
- 4.3.6. Services, prescriptions or treatments which are not necessary for treatment of a covered loss prescribed or not by a PHYSICIAN;
- 4.3.7. Cure centre, bath centre, spa, health resort and recovery centre;
- 4.3.8. Fertility, complications or ILLNESS from IVF induced pregnancy, impotence or erectile dysfunction, contraception, sterilization, elective cesarean, or termination of pregnancy that is not medically necessary;
- 4.3.9. Non-medical costs stated in the HOSPITAL invoice;
- 4.3.10. Nutritional and dietary supplements, baby food;
- 4.3.11. Outpatient treatment of sleep disorders;
- 4.3.12. Treatment of weight loss or weight problems;
- 4.3.13. Expenses incurred where an INSURED PERSON has not followed the medical advice of the PHYSICIAN;
- 4.3.14. Products that can be obtained without a PHYSICIAN 's prescription;
- 4.3.15. Venereal diseases;
- 4.3.16. Batteries, electricity, maintenance expenses and recharging of appliances or medical aids (including hearing and visual aids).

### 4.4. Exclusions applicable to Assistance (article 3.2.)

Any loss or request for indemnity as a result of the following will not be accepted by the COMPANY:

AIG Europe Limited. Registered in England. Company number: 01486260.  
Registered Office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.  
AIG Europe Limited is an insurer authorised by the UK Prudential Regulation Authority, 20 Moorgate, London EC2R 6DA, United Kingdom.

Belgian branch office located at Pleinlaan 11, 1050 Brussels, Belgium. RPM/RPR Brussels - VAT BE 0847.622.919.

The Belgian branch of AIG Europe Limited is registered with the Belgian National Bank (NBB) n° 1136.

The NBB is located at de Berlaimontlaan 14, 1000 Brussels. You can find our privacy policy on [www.aig.be](http://www.aig.be).



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- 4.4.1. Pregnancy after the sixth month and relapses of ILLNESSES previously officially noted and entailing a risk of imminent sudden aggravation;
- 4.4.2. Disorders of injury that can be treated on the spot;
- 4.4.3. Service not organized or prior approved by ASSISTANCE CENTER;
- 4.4.4. Journey with the goal to obtain some medical care or medical advice except in case of medical EMERGENCY evacuation.

## 4.5. Exclusions applicable to Third Party Liability (article 3.3.)

The COMPANY shall not pay any indemnity for or related to:

- 4.5.1. Damages resulting from civil liability subject to an insurance mandatory by law, such as pertaining to the legislation on compulsory Automobile liability insurance;
  - 4.5.2. Damages caused by the INSURED PERSON or a dependent even if its liability is not engaged;
  - 4.5.3. MATERIAL DAMAGES to residence employee even if its liability is not engaged;
  - 4.5.4. Damages resulting, directly or indirectly, from or caused by the modification of atomic nucleus, radioactivity and all types of ionising radiation production;
  - 4.5.5. Damages to real and personal property and animals that an INSURED PERSON has in its care, custody or control;
  - 4.5.6. Damages caused by a building or part of a building which is not occupied by the INSURED PERSON as a primary residence, with the exception of a building or part of a building that one of the INSURED PERSON occupies as a student during studies outside the primary residence of the Insured Person;
  - 4.5.7. Damages caused by gardens greater than 1 ha of land whether or not adjacent to the INSURED PERSON's Premises;
  - 4.5.8. Damages caused by lifts and elevators;
  - 4.5.9. MATERIAL DAMAGES caused by fire, explosion or smoke arising from fire originating in or communicated by the building of which the INSURED PERSON is the owner, tenant or occupant, with the exception of damages occurring during a temporary stay or casual, private or professional of the INSURED PERSON in a hotel or similar housing;
  - 4.5.10. Damages caused by buildings during construction, reconstruction, renovation, demolition or alteration ;
  - 4.5.11. Damages caused by ground movements;
  - 4.5.12. Damages caused by the use of sailing boats of more than 200 kg or motor boats which are either the property of an INSURED PERSON or leased or used by the INSURED PERSON;
  - 4.5.13. Damages caused by the use of aircraft owned by an INSURED PERSON or leased or used by him;
  - 4.5.14. Damages caused by hunting as well as damages caused by game;
  - 4.5.15. Damages caused by horse riding and damages caused by non-domestic animals when owned by an INSURED PERSON;
  - 4.5.16. all professional activities of an INSURED PERSON, other than those typically associated with noncommercial activities; or to claims resulting from the provision or non-provision of professional services; nor any act or omission related to INSURED PREMISES other than those defined above, that are owned, leased or controlled by the INSURED PERSON;
  - 4.5.17. ACCIDENT, ILLNESS, damages or destruction directly or indirectly arising from:
    - 4.5.17.1. A WAR, CIVIL WAR ;
    - 4.5.17.2. Acte of violence on people;
    - 4.5.17.3. Excessive consumption of alcohol, misuse of medication, or use of narcotics, drugs or other illegal agents;
    - 4.5.17.4. Asbestos, tobacco and HIV.
  - 4.5.18. Property damages to property owned by the INSURED PERSON;
  - 4.5.19. Damages caused by weapons or explosive devices;
  - 4.5.20. Damages purely contractual;
  - 4.5.21. Any liability as organizer, employee or responsible person of a youth movement or similar organization
  - 4.5.22. Damages related to sexual molestation, corporal punishment or physical or mental abuse;
  - 4.5.23. Damages caused by invasion, revolution, rebellion, rioting, strikes;
  - 4.5.24. Any liability in respect of legal, criminal, administrative or contractual fines and/or penalties, costs for exclusively repressive actions, liquidated damages as well as compensations of punitive or dissuasive nature, such as punitive and exemplary damages in the USA.
- The COMPANY shall not pay any indemnity when the expenses are caused by or was directly or indirectly contributed to by:
- 4.5.25. One of the event mentioned in the excludions above;
  - 4.5.26. Learning difficulties or developmental disorders.

## 4.6. Exclusions applicable to Legal Assistance (article 3.4.)

The COMPANY shall not pay any indemnity when the expenses are caused by or was directly or indirectly contributed to by:

- 4.6.1. Learning difficulties or developmental disorders;
- 4.6.2. An intentional crime, an offence against property or an offence against narcotics legislation committed by the INSURED PERSON;
- 4.6.3. A claim from or against the POLICYHOLDER, the COMPANY, or any organization or person who is involved in this insurance;
- 4.6.4. Business activities;
- 4.6.5. Contractual issues;
- 4.6.6. Family and succession law issues;
- 4.6.7. Liabilities arising out or in relation to compulsory insurance.

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