TENDER BSGEE 2021-008
INSURANCES OF THE EUROPEAN SCHOOLS

Tender Specifications – part 2: Technical specifications
CONTENT OF THE TENDER SPECIFICATIONS, PART II:

- Risk profile per school.
- EXPECTED PROVISION OF SERVICES (APPLICABLE TO ALL LOTS)
  - LOT I: Material damage of the equipment owned by the OSGES and the schools and occupant’s liability for damages on the buildings used by them
  - LOT II: General liability
  - LOT III: Accidents & natural death of the seconded personnel
- LOT IV: Work accidents /accidents du travail/ of the locally recruited personnel in Belgium
  - LOT V: Accidents of students
1. The Office of the Secretary-General of the European Schools (OSGES)

*Address:* Rue de la Science 23 in 1040 Brussels, Belgium.

The Office of the Secretary-General of the European schools performs executive management duties and provides the European schools with advice and assistance in pedagogical, administrative, financial, legal and human resources matters. Both the Office and the schools have their own legal personality.

The OSGES also provides administrative assistance and services to the different boards, committees and working groups such as the Board of Governors, the Boards of Inspectors, the Joint Teaching Committee and the Budgetary Committee of the European schools.

Enrolments for the four European schools in Brussels are managed by a Central Enrolment Authority, whose administration is handled by the Office.

The Office of the Secretary-General employs around 90 staff members.

The Office is made up of Units and some of the responsibilities of the Secretary-general are:

- Representing the Board of Governors.
- Chairing the Administrative Boards of the European Schools and in that capacity coordinates implementation of the autonomy of the European Schools.
- Organising the accreditation procedure for Accredited European Schools.
- Guaranteeing the coherence and smooth operation of the European schooling system and of the European Baccalaureate in accordance with the political decisions and policy guidelines of the Board of Governors, within the limits of the budget allocated.
- Presents an annual report to the Board of Governors on the system’s operation and performance and formulates proposals as part of a multi-annual plan.
- Ensures the transparency and efficiency of the procedures and the quality of the services.

**Information to insurers:**

- Remuneration 2020:
  - Seconded staff: around EUR 780,000
  - Administrative staff: around EUR 2,943,600.
- There are currently 9 seconded staff and 81 administrative staff within OSGES.

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1 ‘STAFF SECONDED TO THE EUROPEAN SCHOOLS (or to the OSGES)’ means any person who fulfils the necessary requirements in accordance with Article 12(3) and (4) (a) of the Convention defining the Statute of the European Schools, and who, within the limits of the posts fixed by the establishment chart of each School, is made available to these Schools by the competent public authority pursuant to an official instrument.
• See also the excel file in attachment [Annex 1] with data about the property, salary mass, number of personnel.

2. European School Brussels I

**Two Addresses:** Av. du Vert Chasseur 46 in 1180 Brussels (Uccle) and Rue Berkendael 70 in 1190 Brussels (Forrest),

• Students: 4,307 including +/- 900 students on the 2nd site Berkendael, with following breakdown:
  - Nursery: 446
  - Primary: 1,764
  - Secondary: 2,097

• Staff: approximately 653.

• Owner of the building is Régie des Bâtiments (as well as for all sites of the European schools in Belgium). The “Régie” is e.g., servicing the electrical circuits on the site.

• There is a photovoltaic installation (solar panels) on the roof but not in ownership of the school.

• There is a Parent’s Association active on the site as for the other European schools (separately insured and not in scope of the tender) organizing the canteen, lockers, home to school transport, and several activities such as music lessons, theatre, open days, after school activities, operating ceramic ovens for pottery lessons.

• Overview salary mass:

<table>
<thead>
<tr>
<th>Category</th>
<th>Brutto Salary mass</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAS / AAS</td>
<td>€ 4 204 563,15</td>
</tr>
<tr>
<td>Chargés de Cours / Locally-Recruited Teachers</td>
<td>€ 7 121 977,62</td>
</tr>
<tr>
<td>Cours spéciaux / Special needs</td>
<td>€ 818 433,57</td>
</tr>
<tr>
<td>Remplacements / Replacements</td>
<td>€ 686 027,90</td>
</tr>
<tr>
<td>Détaçhés / Seconded</td>
<td>€ 12 876 925,71</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>€ 25 707 927,95</strong></td>
</tr>
</tbody>
</table>

AAS: Administrative & Ancillary Staff (white- and blue-collar workers):

The amount of 4,2M includes educational support for children; excluding this, the salary mass would be EUR 3,230,761,03 for AAS.

• See also the excel file in attachment [Annex 1] with data about the property, salary mass, number of personnel.

3. European School Brussels II

**Address:** Av. Oscar Jespers 75, 1200 Brussels (Woluwe Saint-Lambert).
A second site in Brussels (Evere) is expected to be open as of 01.09.2021, around 1.500 pupils are expected, exclusively at primary / nursery age.

- Number of students – around 3.250, with following breakdown:
  - Nursery: 250
  - Primary: 1.120
  - Secondary: 1.850

- Number of staff members – around 550, with following breakdown:
  - Seconded staff: 250
  - Locally recruited teachers: 200
  - Administrative & Ancillary staff: 100

- The school is situated in three main buildings: Nursery & Primary (4 floors), Secondary school (also 4 floors), and Sports hall (2 floors).

Besides that, there are:
  - 2 prefab container-type buildings, where classes and 2 offices for the Parents’ Association are hosted.
  - Closed parking, and open parking with 100 places.
  - Sports Dome (“balloon”) – the school has a separate insurance, contracted with a company specialized for balloon-type insurances (out of scope for the purpose of this tender).
  - Outside hockey field with artificial grass / a track for athletics.
  - Recreation classes.
  - The school has solar panels installed on its roof, but they are NOT property of the school.

- The school has been constructed in 1974, security is in place including a caretaker living at the school, the fire brigade can be in 10 minutes at school, and there are no special risks in the neighbourhood.

- Prevention:
  - CCTV, access control in place, intrusion alarm with monitoring centre present.
  - Caretaker (concierge) and outside security company are present.

- Brut yearly salary mass per category of personnel:
  - Seconded staff: EUR 10.044.609.
  - Locally recruited teachers: EUR 7.211.553.
  - Administrative & Ancillary staff: EUR 4.043.627.

- Annual global budget of the school: EUR 35.000.000

- Estimated value Property:
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- Buildings: EUR 55.000.000
- Content (furniture, computers, office material, …): EUR 3.500.000.
- No machinery

- Stock & transit of cash: in average EUR 1.000, maximum EUR 25.000 (1 x per year).

- No special artwork or art glass on site.

- Claims: no important claims during the past 5 years, and NO claims in 2020.

- Leasing: there is one leasing contract for copiers/scanners.

- See also the excel file in attachment [Annex 1] with data about the property, salary mass, number of personnel.

4. European School Brussels III

**Address:** Boulevard du Triomphe, 135 - 1050 Brussels, Belgium

Around 3.190 students with following breakdown:

- Nursery: 200
- Primary: 1.140
- Secondary: 1.850

Number of staff members – around 310, with following breakdown:

- Seconded staff: 150
- Locally recruited teachers: 115
- Administrative & Ancillary staff: 44

- Founded in 1999, located in the Brussels municipality of Ixelles.

- Estimated yearly brut salary mass (without allowances) for 2021:
  

- Property:
  
  o Building materials mainly bricks and concrete, no prefabricated or wooden constructions.
  o Content: mainly classroom furniture, office furniture, sports halls with sports equipment and labs for science classes.

- See also excel in attachment with data about property, salary mass, population.
5. European School Brussels IV

Address: Drève Sainte-Anne 86, 1020 Brussels (Laeken)

- Opened in 2007, initially based in the Brussels municipality of Forest, before moving to its campus in Laeken in 2012.
- From nursery, primary till secondary education.
- Around 3,100 students (2020-2021), with following breakdown:
  - Nursery: 240
  - Primary: 1,050
  - Secondary: 1,800

- Property:
  - 17 buildings (37,160 m² in total, basement included).
  - A recent report of the Fire Services of Brussels is available stating e.g., as prevention: general intrusion detection, security lighting, sufficient fire extinguishers & hydrants are available on the site, push buttons for fire alarm available, evacuation tracks are compartmentalized, facades of all buildings are accessible for the Fire Brigade.
  - Year of construction: 2012, or recently renovated older buildings
  - Number of floors depends on the building, max 4.
  - Other prevention measures: concierge in place
  - No special risks in the neighbourhood area.

- Estimated yearly brut salary mass (without allowances) for 2021:
  - i. Seconded staff: EUR 9,119,073
  - ii. Locally recruited teachers: EUR 9,192,400.
  - iv. Temporary personnel/replacements: EUR 912,525

- See also the excel file in attachment [Annex 1] with data about the property, salary mass, number of personnel.

6. European School Mol

Address: Europawijk 100 in 2400 Mol, Belgium

Established in 1960. School with nursery, primary and secondary sections; a 20 hectares campus.

Role of the local Parent’s Association (APEE):

- Organizes the school buses through a private company.
- After-school gardening for the pupils
- Different events on the school campus such as an Open Day, “international Food Market”, free fruit baskets for students...
• APEE uses an office at the school premises.

  The canteen is outsourced to a private company and is not managed by the parents. The canteen can be used once or twice per year for an event organised by a non-for-profit organisation.

• 3 Sport halls on site.
• External Hockey club using the sport facilities of the school + Swimming pool on site (used once per week by external swimming club).
• No solar panels installed.
• Library with 40,000 titles.
• 724 students with following breakdown:
  o Nursery: 64
  o Primary: 210
  o Secondary: 450

• Medical centre with a full-time nurse.
• Prevention:
  o Smoke detection systems: canteen, Secondary and Nursery school.
  o Sprinklers: none
  o Intrusion alarm: Domus, administration, primary, secondary, nursery, and canteen.
  o Fire doors: installed in all building with closing system.
  o CCTV: present (but currently not functional anymore)
  o Access control: electronic locks + 24/7 security on site with access control, and care keeper (concierge).
  o Fire extinguishers are available.
  o Water supply: available (but some hydrants need to be renewed).

• Estimated yearly brut salary mass (without allowances) for 2021:
  i. Seconded staff: EUR 2,993,000
  ii. Locally recruited teachers: EUR 2,611,600
  iii. Administrative & Ancillary personnel: EUR 1,517,800.

• See also the excel file in attachment [Annex 1] with data about the property, salary mass, number of personnel.

7. European School Luxemburg I

**Address:** 23 Bd Konrad Adenauer, L-1115 Luxembourg/Kirchberg

Created in April 1957, as the first official European School.

Since 2012, two European Schools exist in Luxemburg: the European School Luxembourg 1 (ESL1) – Kirchberg and the European School Luxembourg 2 (ESL2) – Bertrange/Mamer. Both follow the same curriculum and have the same administrative structure.
The school follows the 3 cycles of education: nursery, primary and secondary.

Around 3330 students with following breakdown:

- Nursery: 360
- Primary: 1,300
- Secondary: 1,670

Estimated yearly brut salary mass (without allowances) for 2021:

1. Seconded staff: EUR 10,163,000
2. Locally recruited teachers and Administrative & Ancillary personnel: EUR 17,500,000.

More info: [http://www.euroschool.lu/site/](http://www.euroschool.lu/site/)

- See also the excel file in attachment [Annex 1] with data about the property, salary mass, number of personnel.

8. European School Luxemburg II

**Address:** European School Luxemburg II, 6 Rue Gaston Thorn, L-8268 Bertrange.

The European School Luxemburg II is located on the border of the communes of Bertrange and Mamer in Luxembourg. Construction on the current campus began in 2009. The school moved into its new premises in September 2012, and is providing nursery, primary and secondary school cycles.

Brut yearly salary mass per category (white- & blue-collar workers...) as declared to insurers:

Insured category :

- Seconded (Détachés) EUR 7,361,812,63
- Locally recruited Teachers (LRT) EUR 6,878,394,79
- Administrative & Ancillary personnel EUR 2,897,383,06

Staff for 2020-2021:

- Seconded 100
- Locally Recruited Teachers 176
- Administrative & Ancillary personnel 69
- Nurses: 4
- Independent doctor 1 (occasionally)

Pupils for 2020-2021:
• Prevention: CCTV cameras all over the site.
• Volunteers: yes.
• Activities (except the usual activities such as schooling):
  o Christmas market: every 2 years, + 4000 visitors
  o School party: every year, 4000 people
  o Theatre: 10 performances per year, more or less 400 people per performance

• Property:

<table>
<thead>
<tr>
<th></th>
<th>Area</th>
<th>NB Rooms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ground surface area (m²)</td>
<td>Total surface area /all stores incl./ (m²)</td>
</tr>
<tr>
<td>ADM</td>
<td>5 208 m²</td>
<td>10 416 m²</td>
</tr>
<tr>
<td>SEC</td>
<td>10 000 m²</td>
<td>30 000 m²</td>
</tr>
<tr>
<td>SPO</td>
<td>5 600 m²</td>
<td>8 400 m²</td>
</tr>
<tr>
<td>PRI</td>
<td>6 000 m²</td>
<td>15 000 m²</td>
</tr>
<tr>
<td>MAT</td>
<td>3 561 m²</td>
<td>7 122 m²</td>
</tr>
<tr>
<td>TOTAL</td>
<td>30 369 m²</td>
<td>70 938 m²</td>
</tr>
</tbody>
</table>

Two underground and one open parking, with totally around 400 parking places.

• More info: https://www.eursc.eu/en
• See also the excel file in attachment [Annex 1] with data about the property, salary mass, number of personnel.

**Description of the largest claim**

There was one claim situation of more than 15,000 €. It occurred in September 2017.

A faucet broke in a classroom during the weekend, provoking a water leak in the secondary building.

The water found its way through the floor to a technical hopper. The total amount was: 31 677.08 €.

There were damages on the wooden carpentry, Security lighting, Electricity, Anti-intrusion system.
9. European School Frankfurt

**Address:** Praunheimer Weg 126, D-60439 Frankfurt am Main, Germany

- School population 2021:
  - Nursery: 160
  - Primary: 590
  - Secondary: 841
  - Total: 1591

- Number of staff members is approximately 224:
  - Administrative & Ancillary personnel: 38, including 2FTE nurses and 1 psychologist.
  - Locally recruited teachers: 122
  - Seconded staff: 64

- Activities, organized by the Association of the parents EUROKIDS (separate insurance out of scope for this tender):
  - School buses – organized entirely by EUROKIDS.
  - Canteen – the school appoints the external catering company and demand the latter to have an appropriate insurance contract in place (against environmental damages for example).

- Property:
  - There is a solar panel installation on the roof, managed by the city of Frankfurt.
  - 5 Buildings and total built area of the school is 37,000 m².
  - Distance to fire brigade: 1.5 km estimated, time of arrival after alarm: ca. 4 - 7 min.

- Basic yearly salary of the seconded personnel: EUR 4,243,687.

- Insurance clause in the contract between ES Frankfurt and the Parents’ Association Eurokids (II. art. 5) is as following:

  “… in case of damage to the property, through Eurokids activities on ESF school grounds, or vice versa, each party agrees to reimburse or offer an alternative replacement of the same value. ESF and Eurokids shall insure adequate insurance coverage for their own premises and the use of the other party’s premises”.

- See also the excel file in attachment /Annex 1/ with data about the property, salary mass, number of personnel.

10. European School München

**Address** (sites): Neuperlach site: Elise-Aulinger-Straße 21 in 81739 Munich/Germany
Fasangarten site (as of 1 September 2019): Auguste-Kent-Platz 3 in 81549 Munich/Germany

+ a container building in the Putzbrunner str. 60 in Munich.

The European School Munich has been established in 1977 and moved to its current location in Neuperlach, a district in the south-east of Munich in 1981.

The school was principally established to serve the schooling needs of the children of the staff of the European Patent Office (EPO), but enrolment is open also to other students.

As from the last school year, the school opened a second school site, with a new building(s) for primary and nursery pupils.

**Students’ accident insurance**

All students above the age of kindergarten are covered by a public accident insurance (Deutsche Gesetzliche Unfallkasse DGUV), i.e., free of charge for the school, and NOT in scope of this tender.

A separate insurance has been made and sustained for the children from Nursery (“Vereins-Unfall Kindergarten”) and this for 109 children: in scope of this tender.

**Relations with the Parents’ association (APEE) and volunteers:**

The APEE is responsible, like in most of the schools, for managing the transport, canteen, after – school activities on the sites. There is a mutual contract about the management of the canteen, but no general convention with the APEE is in place yet. The APEE’s insurances are NOT in scope of this tender.

- Extract from budget document 2020:
  - Seconded staff: EUR 6.579.818
- Annual budget of the school: around 32 mio €
- Number of people per category performing duties for the school.
  - Seconded staff: around 100
  - Local Recruited Teachers: 84 FTE; often in part-time
  - Administrative staff: 38,8 FTE.
- **Volunteers:** not on a regular basis, only sometimes in the library.
- **Activities:** except the usual activities such as schooling, could be for example theatre and an open day; visitors vary between 50 and several hundreds.
- **Number of students** – around 2.200.
- **Property:**
o All risks Electronics: EUR 3,402,780 insured capital (fix equipment approximately 65% + 35% mobile equipment).
o Solar panels on the roof, the school not being the owner.
o Prevention: CCTV and monitoring centre.

- Property ESM Fasangarten with address: Auguste-Kent-Platz 3 in 81549 Munich.
The following buildings exist on the property (Primary school building, sports hall, kindergarten):

  o Net floor space of primary school building: 25,119 m²/Book value of primary school building: € 68,368,036.83 (Number of floors: 4).
o Net floor area of sports hall: 2,838 m² / Book value of sports hall: € 7,724,371.53 (Number of floors 2)
o Net floor area kindergarten: 1,128 m²/ Book value kindergarten: € 3,070,151.90 (Number of floors 1).
o Total book value of the 3 buildings: € 79,162,560,26 (29.085 m2).
o All buildings were erected in reinforced concrete construction.
o The distance to the Perlach volunteer fire brigade is approx. 3.5 km.
o There are no special risks in the surrounding area.

- Property: ESM Neuperlach with address: Elise-Aulinger-Str. 21; 81739 Munich
The following buildings exist on the property (secondary school, kindergarten, sports hall with Europahalle, caretaker building, cafeteria building, 5 provisional arrangements):

  o Net floor area of secondary school: around 14,169 m². Value: unknown. Number of floors: 3
  o Net floor area of the kindergarten: around 1,877 m². Value: unknown. Number of floors: 2
  o Net floor area sports hall and Europahalle: 4,311 m². Value: unknown. Number of floors: 2.
o Net floor area of the caretaker’s building: around 250 m², value building: unknown. Number of floors: 1
o Net floor “purple area”- temporary building: around 1,302 m² = not used anymore, will be demolished. Provisional value: unknown. Number of floors: 3
  o Net floor “area blue”, temporary around 315 m² = not used anymore, will be demolished. Provisional value: unknown. Number of floors: 3
  o Net floor “area red and gray”, temporary solution: around 755 m² = not used anymore, will be demolished. Value of red and gray provisional building: unknown. Number of floors: 2.
o Year of construction of the original building 1981/1982. The temporary arrangements have since been built with different years of construction. The cafeteria building was built in 2010.
o All buildings were built as masonry in solid construction. The cafeteria building is a reinforced concrete construction.
  o The distance to the Perlach volunteer fire department is approx. 500 meters.
  o There are no special risks in the area.

- See also the excel file in attachment [Annex 1] with data about the property, salary mass, number of personnel.

11. European School Karlsruhe

Address: Albert-Schweitzer-Straße 1 in 76139 KARLSRUHE/Germany.

- Campus of 8 till 9 ha, founded in 1962, situated at the outskirts of Karlsruhe.
- Students: 923 currently (around 400 in secondary, 400 in primary and ± 90 in nursery school).

- Number of people per category performing duties for the school.
  o Seconded staff: around 46
  o Local Recruited Teachers: 50 FTE
  o Administrative staff: 22.6 FTE.
- Parents’ Associations (separately insured): organised in “clubs”:
  o Parents’ Association (“Eingeträgene Verein”), with kind of coordinating role.
  o Canteen Committee EV (= member of the Board of the Parents’ Association)
  o Transport Committee EV
  o The creation of a single Parents’ Association is under consideration.

There is a written convention between ES Karlsruhe and the Parents’ Association.

The canteen committee was in the past responsible for the distribution of meals but this is now outsourced to a professional catering company. The school is owner of the kitchen equipment.

The Parents’ Association is thus responsible for managing the transport, the canteen and after – school activities.

The school also participates in the management boards of the canteen and transport “clubs”.

- Property:
  ✓ Buildings: administrative, primary/kindergarten, secondary, big and small sports hall, canteen, 2 bungalow flats for the caretakers, open playgrounds, basket/football field.
  ✓ The Insured capital of the building = MARK 2.018.78 (Wert 1914) and can be updated taking into account the German construction indexation. We believe this might be EUR 201.878.015 (Baupreisindex 2020).
Solar panels: the school owns /TBC/ solar panels of approximately 20 years old.
Owner of the buildings = the city. ES Karlsruhe is occupying the building (without rent).
Building = at least for 70% of non-combustible building materials.
The school’s content includes the kitchen and canteen equipment as well.

- See also the excel file in attachment [Annex 1] with data about the property, salary mass, number of personnel.

12. European School Alicante

Address: Av. Locutor Vicente Hipólito s/n, E-03540 Alicante, Spain.

Number of students: 1,047, including:
- 104 in the nursery school cycle.
- 344 in the primary school cycle
- 599 in the secondary school cycle.

- Number of staff members – around 150, including ± 120 teachers (seconded – 65 and locally recruited – 50) and ± 25 other staff members as Administrative & Ancillary personnel.

- Established by the Board of Governors of the European Schools in November 2000, within the framework of the Statute of the European Schools signed by the Spanish State and ratified by its Parliament in 1986 (BOE No. 312 of 30.12.1986), as amended by the new Convention on the Statute of the European Schools (BOE No. 110 of 6.05.2004).

- Operational since 2002.

- Education to children of EU staff posted to the EU Intellectual Property Office, based in the city of Alicante.

- Parents’ Association, 6 or 7 people with an office in the school, is responsible for the transport of students, canteen and extra-curricular activities. There is a signed convention, currently under review.

- Property:
  - The school was built in two phases, in 2002 and 2004.
  - Educational spaces: 3 buildings with 1, 2 and 3 floors respectively. In separate buildings are the administration, canteen, auditorium and gym.
  - Total budget was approximately EUR 25,000,000.
  - Construction materials: basically, prefabricated walls, interior distribution in laminated plasterboard (plasterboard) and bricks.
  - Total built area is approximately 19,000m² (on total surface area of 28,000 m²).

Prevention:
- Fire and safety systems are in place. The CCTV surveillance camera installation is managed from the access control and security checkpoint by the guards.
- Volumetric alarm system directly connected to the security guards.
- In application of Spanish law, risk prevention is standard: The School has implemented a safety/prevention plan that is updated every four years. In this emergency plan there is a permanent exit / entrance for emergency vehicles provided.
- Fire brigade station is adjacent to the School.
- The School is located in a quiet neighbourhood with a medium / high purchasing power class of people, with few security conflicts.

- See also the excel file in attachment [Annex 1](#) with data about the property, salary mass, number of personnel.

### 13. European School Varese

**Address:** Via Montello, 118 - 21100, Varese/ Italy.

- Founded in 1960.
- Three sections; a 2-year nursery school, a 5-year primary school, and a 7-year secondary school.
- Approximately 1.335 pupils.
- Campus of approximately 40,000 m2:
  - Entrance: The Liberty villa for school management & administration.
  - Nursery & primary school: 2 buildings (Montessori and Comenius) with gymnasium and garden.
  - Secondary school: 2 buildings (Erasmus and Da Vinci) containing the Aula Magna, school canteen, infirmary, library, study rooms, and laboratories.
  - Nearby: the gymnasiurns, a 200 m sport track and two football and basketball fields.

- **Current accident insurance for students**
  Covered are all accidents at the school premises, all school trips and internships, organized by the school; as well accidents at the way to and from school (in the school buses including, even though children are covered there by another insurance, but parents asked for that double insurance in the buses).

- **Parents association:** some activities on the school site are managed and insured by the Parents Association – for example the extra-curricular activities, and participation of volunteers. In a bilateral signed convention, the school requires the Parents Association to have an appropriate insurance, but the school is not a party to these insurance policies, nor prescribes the parents which insurer they have to use.
- **Tender**: ES – Varese conducted already, around 3 years ago, a competitive bid for a big part of its insurances. On the basis of this tender, ES Varese has concluded a Framework contract for 1 year, renewable for up to maximum 3 times /1+1+1/; with inception date 01-01-2019

- **Number of personnel per category** performing duties for the school:
  - LOCALLY RECRUITED TEACHERS: 101
  - SECONDED STAFF: 77
  - Administrative & Ancillary personnel: 52 (COVID stewards included)

- **Estimated yearly brut salary mass (without allowances) for 2021**:  
  1. Seconded staff: EUR 4.655.000  
  2. Locally recruited teachers: EUR 3.902.000  
  3. Administrative & Ancillary personnel: EUR 1.720.000

- **Prevention**: CCTV, access control, intrusion alarm with monitoring centre present.

- **Overview buildings and area**:

<table>
<thead>
<tr>
<th>Type</th>
<th>LOCATION</th>
<th>Info</th>
<th>Estimation total surface area m²</th>
<th>FLOORS</th>
<th>Additional info</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buildings</td>
<td>VILLA</td>
<td>Management/secretariat/bookeeping</td>
<td>1 429,92</td>
<td>2</td>
<td>intrusion alarm, fire doors with certificate, CCTV, access control, fire prevention certificate</td>
</tr>
<tr>
<td>Buildings</td>
<td>MONTESSORI</td>
<td>Nursery</td>
<td>1 810,99</td>
<td>1</td>
<td>intrusion alarm, fire doors with certificate, CCTV, access control, fire prevention certificate</td>
</tr>
<tr>
<td>Buildings</td>
<td>ERASMUS</td>
<td>Primary</td>
<td>4 087,50</td>
<td>2</td>
<td>intrusion alarm, fire doors with certificate, CCTV, access control, fire prevention certificate</td>
</tr>
<tr>
<td>Buildings</td>
<td>COMENIUS</td>
<td>Secondary</td>
<td>1 816,90</td>
<td>4</td>
<td>intrusion alarm, fire doors with certificate, CCTV, access control, fire prevention certificate</td>
</tr>
<tr>
<td>Buildings</td>
<td>GYMS</td>
<td>Secondary</td>
<td>911,11</td>
<td>1</td>
<td>intrusion alarm, fire doors with certificate, CCTV, access control, fire prevention certificate</td>
</tr>
<tr>
<td>Buildings</td>
<td>GATEHOUSES</td>
<td></td>
<td>24,18</td>
<td>1</td>
<td>CCTV, access control, fire prevention certificate</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>18 099,13 m2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Solar panels: in 2021 such panels will be installed on the roof of the school.

- See also the excel file in attachment /Annex 1/ with data about the property, salary mass, number of personnel.

**14. European School Bergen**

**Address**: European School Bergen, Molenweidje 5/PB 99, NL-1862 Bergen
- Estimated yearly brut salary mass (without allowances) for 2021:
  i. Seconded staff: EUR 1,644,000
  ii. Locally recruited teachers: EUR 3,293,000

- Number of students 2020-2021 = 582:
  - Nursery 57
  - Primary 200
  - Secondary 325

- Children from 4 till 19. Also, children from 2-4 years can join the creche “Little Europe”. Childcare services before and after school hours are outsourced.

- Sports hall on site (Europa hall).

- There is a Parent Organisation associated with the school and with volunteers mainly assisting in the Primary school and library.

- The catering had been outsourced until recently but now the contract came to an end. The school is currently looking for a solution and it will be possible that the canteen will be operated by the Parents’ Association as from 2021 or 2022.

- Property:
  - The owner of the building is the ministry of education (the state).
  - No solar panels on the site

- See also the excel file in attachment [Annex 1] with data about the property, salary mass, number of personnel.
EXPECTED PROVISION OF SERVICES (APPLICABLE TO ALL LOTS)

1- Policy management: servicing team

See criterion T 3 in the Selection criteria of the Administrative part of these Specifications; In order to be selected, Tenderers must answer the requirements of the said Selection criterion T 3.

The successful tenderer shall set up a team that will be responsible for the management and follow-up of the policies of the European schools per country.

This team will discuss at least annually with the insured schools the insurance contracts: progress of claims, adjustments to the contract, questions and answers, etc.

The way of accessibility of these contact persons (and their back-up) should be indicated to the policy holder (response time, etc.).

Beside the service here above, we are expecting:

- **Optimisation proposals**: signalling about potential double coverage, proposals about modifying the coverage if needed, proposals about increase or decrease of the sums insured according to the risk profile of the entities insured, and so forth.
- **Information**: keeping the Insured school informed about the financial implications of recommendations and advice, new laws that could impact the insurances, new insurance formulas that could be of interest to the policyholder, new insurance trends and evolutions in the insurance market, etc.
- **Explaining policies, if requested** (e.g., document folder for employees, information meetings, etc.).

- **First line contract analysis**: at the specific request of the policyholder or insured schools, the participant in this tender will give advice on the impact on the insurance contracts of the various agreements entered into by the schools, e.g., with regard to the correct wording of a waiver of recourse.

- **Hold a meeting at least once a year with the policy holder**: to compare the existing insurance situation with the actual situation, and this for each school. The purpose of these meetings is to discuss the state of affairs and the pending issues/problems/, claims stemming from the insurance contracts. The agenda and the persons present are decided in consultation with the Policy Holder. Additional visits and meetings will take place upon simple request of the schools.

During this yearly meeting the tenderer will discuss an updated summary of the claims statistics and policies, that include the following information as a minimum:

- Branch/type of insurance
- Insurer(s) and policy number
- Duration of the policy and expiry date.
- Description of the coverage, main extensions and exclusions, and insured limits
- Deductible
- Applicable administration costs and taxes (if any)
✓ Claims ratio (claims amount and reserved capital minus recuperations/premium volume)
✓ Brief description of the type/circumstances per claim.

A written report on each visit will be drawn up by the insurer, stating:

✓ Subjects that were discussed and the decisions that were taken.
✓ Actions that will be taken: the report shall clearly indicate which persons are responsible for carrying out the actions and within what time frame. If this cannot be determined at the time of the meeting, an additional document will be drafted and stating who will be responsible for what actions by when.

- **Forms:** the tenderer provides the policyholder, in time and on his own initiative, with the necessary forms regarding the declaration of claims and other information required by the insurer for the settlement of the policies (annually).

Moreover, we also expect the successful tenderer to nominate a Single Point of Contact (SPOC), for all insurance matters regarding the European Schools as an organisation.

This SPOC will also be the liaison with the Office of the Secretary-General of the European schools in Brussels and responsible for e.g., insurance renewals, and the internal coordination of all servicing team members of the tenderer.

Furthermore, the SPOC will present a yearly Insurance Stewardship Report to the Office of the Secretary-General of the European Schools including an updated summary of policies and claims statistics for the insurance policies managed by him.

This report will be delivering an overall picture of the situation for the given insurance of the European Schools through which (possible) problem areas are highlighted and further addressed in mutual consultation.

## 2- Training and Prevention

Throughout the duration of the contract, the successful tenderer must provide training to the personnel of the OSGES and schools, aimed at the implementation of different prevention measures, accident analysis, technical insurance aspects of the contract and other relevant topics such as legal evolutions that might have an impact on insurance and prevention.

A minimum of 1 day/year per insured entity should be foreseen, at the request of the school.

## 3- Information

Throughout the duration of the contract, the tenderer must inform accordingly the OSGES and insured schools about possible evolutions in the insurance legislation and practice (via newsletters, zoom meetings, seminars, and so forth).
4- Invoicing

The invoicing will be done for each school separately, in accordance with the relevant specific contract. Invoices should contain sufficient information for financial controlling reasons, such as the type of risk insured, policy number, the base of premium calculation such as the insured capital or amount of people insured (per personnel category), the corresponding net premium rates, and (if applicable) administration costs and taxes.

On request of one of the insured entities, the insurer will allow for the larger premium invoices, i.e., > EUR 30,000, a breakdown of the total premium volume in equal quarterly payments with a premium adjustment at the end of the insurance year.

5- Claims management

a) Contact persons/Servicing team/emergency contact

The tenderer shall set up a team that will be responsible for the management and follow-up of the claims per policy.

Moreover, the policyholder shall be provided with the details of persons who, in the event of a serious claim, can be contacted outside office hours.

b) Claims management procedure

After the conclusion of the contract, the tenderer shall clearly and comprehensively explain to the insured entity the claims management process, from the notification of the claim to the closure of the claim file.

Particular attention should be paid also to communication and expectations towards the policyholder.

Within two working days, the tenderer shall send an acknowledgement receipt to the designated employee(s) of the policyholder regarding the notified claim. The confirmation of receipt shall mention the reference and the name of the contact person with the insurer for further processing of the claim.

c) Claims statistics

In order to monitor the insurance contract, the tenderer undertakes to provide to the insured entity annual claims statistics, containing at least the following information:

- Premium.
- Expenditures.
- Reserved amounts.
- Administrative expenses.
- A list of the claims with a brief description of the circumstances.
- The loss ratio from insurer’s point of view.

6- Online service platform

The successful tenderer shall possess or set up an online system for the management of policies and claims handling, e.g.:

- Acknowledgement of receipt with or without file number.
7- Servicing in different languages

European Schools must be able to communicate into their own language (Dutch, French, German, Italian or Spanish respectively), as well as in English, with the designated service team members of the insurer – see criterion T3 of the Selection criteria in Part 1 – Administrative specifications.

Moreover, we are expecting that all schools will receive within 3 months after inception date of the policies, a translation of the policy in their own language (French, German, Italian, Spanish, or Dutch).

8- Valuation of buildings and contents

Upon request of the insured entity, the tenderer is expected to assist, throughout the execution of the contract, in verifying the capital sums insured and the possible adaptation of the policies.

9- CONFIDENTIALITY:

The participant in this tender /Insurer shall maintain confidentiality with respect to any third party in relation to the insurance contract. No data or information of any kind obtained through or during the execution of the contract may be disclosed to any third party, except on the basis of a written and prior agreement of the policyholder.

This obligation of confidentiality does NOT apply to the following information:

- Information which is already publicly known at the time of disclosure.
- Information which becomes publicly known after its disclosure, without breach of the present agreement.
- Information which the Party concerned can prove was in its possession at the time of disclosure and which was not obtained directly or indirectly from the other Party.
- The information that must be disclosed to other parties in the context of providing the ‘service’, in particular to (re)insurers.
- The information that must be disclosed in a strict manner in order to comply with any binding judicial or administrative decision or order, on condition that the policyholder is informed of this in good order to enable it to take the necessary protective measures.
o To the extent that the Insurer or insurance broker processes personal data as part of its services, it shall process them in accordance with the legal provisions applicable to the processing of personal data.
LOT I: Material damage of the equipment owned by the OSGES and the schools and occupant’s liability for damages on the buildings used

These specifications include the minimum requirements. According to Annex 3 “Technical Tender Form” of the Administrative specifications of this tender and the provisions of the draft Framework contract, the specifications below have priority and take precedence on any special and general conditions of the insurer.

Please see also the Risk Profiles per insured entity where you will find additional information about property (see above: RISK PROFILES PER SCHOOL).

We would like to breakdown this lot “Material damage” into 3 parts:

A. Occupants’ liability (the OSGES & schools are not owner of the buildings).
B. General content (owned by the OSGES and the schools)
C. All Risks Electronics

Interested economic operators must submit an offer for all these 3 parts together, completing all three tables in Annex 4.1 of the Administrative specifications /Financial bid LOT 1/.

**Overview property and current insured situation:** Remark: this scheme is used as a basis for the financial bid of this lot – see Annex 4.1 of the Administrative specifications. However, property values for General content/Fixed electronic equipment and Mobile electronic equipment are estimates, and will be determined with greater precision at the conclusion of the individual contract of each insured entity /OSG or school/.

<table>
<thead>
<tr>
<th>EUROPEAN SCHOOLS: overview property</th>
<th>ARE</th>
<th>ARE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Entity</strong></td>
<td><strong>Address</strong></td>
<td><strong>Building</strong></td>
</tr>
<tr>
<td>OSGES</td>
<td>Rue de la Science 23 in 1040 Brussels, Belgium</td>
<td>0 €</td>
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<tr>
<td>ES Brussels I</td>
<td>Av. Du Vert Chasseur 46 in 1180 Brussels.</td>
<td>30,000,000 €</td>
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<tr>
<td>ES Brussels I bis</td>
<td>Rue Berckendael 70 in 1190 Brussels (Forrest)</td>
<td>268,228 €</td>
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<tr>
<td>ES Brussels II bis</td>
<td>Even /Brussels - to be opened in 09.2021</td>
<td>35,000 €</td>
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<tr>
<td>ES Brussels III</td>
<td>Av. Oscar Jespers 75, 1200 Brussels.</td>
<td>30,000,000 €</td>
</tr>
<tr>
<td>ES Brussels IV</td>
<td>8 Rue Gaston Thorn, L-8268 Bertrange</td>
<td>0 €</td>
</tr>
<tr>
<td>ES Brussels IV</td>
<td>8 Rue Gaston Thorn, L-8268 Bertrange</td>
<td>0 €</td>
</tr>
<tr>
<td>ES Museums</td>
<td>Drève Sainte-Anne 96, 1020 Brussels (Laeken)</td>
<td>30,000,000 €</td>
</tr>
<tr>
<td>ES Museums</td>
<td>Drève Sainte-Anne 96, 1020 Brussels (Laeken)</td>
<td>30,000,000 €</td>
</tr>
<tr>
<td>ES Luxembourg I</td>
<td>23 Bd Konrad Adenauer, L-1115 Kirchberg</td>
<td>30,000,000 €</td>
</tr>
<tr>
<td>ES Luxembourg II</td>
<td>6 Rue Gaston Thorn, L-8268 Bertrange</td>
<td>30,000,000 €</td>
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<tr>
<td>ES Frankfurt</td>
<td>Praunheimer Weg 126, D-60439 Frankfurt</td>
<td>30,000,000 €</td>
</tr>
<tr>
<td>ES Karlsruhe</td>
<td>Albert-Schweitzer-Straße 1 in D-76133 KARLSRUHE</td>
<td>30,000,000 €</td>
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<tr>
<td>ES Munich 2nd site</td>
<td>Elise-Aulinger-Straße 21 in D-81739 Munich</td>
<td>30,000,000 €</td>
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<tr>
<td>ES Munich 3rd site</td>
<td>Auguste-Kent-Platz 3 in D-81549 Munich</td>
<td>3,000,000 €</td>
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<td>ES Subtotal München</td>
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<td>ES Varese</td>
<td>Via Montello, 118 – 21100, Varese, Italy</td>
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<tr>
<td>ES Alicante, Spain</td>
<td>Av. Locutor Virente Hipólito s/n, 03540 Alicante</td>
<td>30,000,000 €</td>
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<td>Molenweidje 5/PB 99, NL-1862 Bergen</td>
<td>30,000,000 €</td>
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<td><strong>Total</strong></td>
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<td>39,932,853 €</td>
</tr>
</tbody>
</table>

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I.1. GENERAL POSITION AND SOME PRINCIPLES

I.1.1. Statement of sufficient knowledge

The insurer who enters into an insurance contract declares that he is sufficiently aware of the risk. He has received all useful and necessary underwriting information and has had the opportunity to request the information which, in his opinion, is lacking. He has the right at all times, in consultation with the insured, to organise prevention visits if he thinks this is necessary (however, the quotation for this tender must be binding if granted and not subject to inspection).

I.1.2. Automatic coverage of new investments (on current insured and future sites)

Automatic cover applies to expansion of content, and new investments. In order to allow parties to transfer the underwriting information to each other, cover will be automatically acquired for a period of 180 days after acquisition of the property concerned.

I.1.3. Waiver of recourse

The insurer(s) waives any recourse against any insured, its employees, appointees, independent workers, and members of the management. Moreover, a waiver of recourse is provided to any co-contracting party of an Insured, occupiers, leaseholders, operators and users in any capacity whatsoever insured if such waiver is contractually stipulated with such parties.

Insurers also waive any recourse against a trustee, administrator, the management board or caretakers/concierge and to the extent that the insured is obliged to do so.

There is a waiver of recourse against the Office of the Secretary-General of the European schools, all insured entities (European Schools), and also to the Parents’ Associations but in this latter case only if a school agreed a mutual waiver of recourse with such Parents’ Association.

Furthermore, a waiver of recourse is applied (wilful misconduct excluded), towards:

- School committees
- Retired staff
- Members of the medical staff
- Other users/occupants of the building if there are no (sub)tenants.
- Non-permanent tenants
- Visitors.
- Towards (sub)contracting parties for minor works: above an amount of EUR 1.250.000 per occurrence.

I.1.4 VARIA

We wish to avoid strong reservations or exclusions in the insurance proposals such as:

- Underground and above ground alternative energy systems should be included in the cover, including heat pump systems and anchored photovoltaic installations.
Collision cover should include collision with a vehicle belonging to an Insured or without recourse against the insured should his vehicle be the cause.

Reservations made, e.g., regarding claims statistics or inspection: the submitted quotations must be binding, at 100% and without reservation. In other words, any inspections must be carried out prior to the submission of an insurance proposal, after which the insurer declares that it is sufficiently aware of the risks.

Referring to the property list (see above), we are expecting an all-risk policy including e.g.:

All real and personal property which is owned, used, leased or acquired by the Insured, and property of others in the Insured’s care, custody or control including the Insured’s legal liability for such property including but not limited to the following:

- **Improvements and Betterments.** The Insurer agrees to accept and consider the Insured as owner of the improvements and betterments, notwithstanding any contract or lease to the contrary. In case of involuntary improvements and/or betterments, the indemnity will be increased as follows:
  - If replacement property of similar kind and quality is not obtainable (= new property as similar as possible to the damaged property and capable of performing the same function), this shall not be considered as an improvement and/or betterment to the Insured.
  - In the event of replacement of insured property with new property the Insurer will pay the cost of purchasing and installing equipment at the then available technological level which is necessitated by incompatibility between new equipment installed to replace damaged equipment and undamaged existing equipment at the same or at interdependent premises.
  - See: sublimit in I.1.2.

- Unless for a particular insured entity an All risks electronics / ARE/ cover is provided (see I.2.2), the costs for the restoration/reproduction of electronically stored data on data carriers of the policyholder (Operating systems, user programs, own files are considered data), are covered up to 20% of the insured capital “Content” in the All-risk material damage policy.

- The insured “Content” includes also files, plans, and books (see sublimit in schedule I.2. below).

- The cover includes the event that an Insured entity would be liable as occupant for the (de)assembly cost the owner of a photovoltaic/alternative energy installation would bear in order to repair the building after an insured event, and in case this could not be recuperated in another insurance.

- We would like to strive towards all expiry dates of the insurance contracts as equal as possible (e.g., 1/1).

I.1.5. Limited or no application of the proportionality rule
o Building: The insured capital “building” is covered in “first risk”, without application of the proportional rule.

o Content: Regarding the insured capital “Content” there will be no application of the proportionally rule as long as the difference between the insured capital and the amount of capital that had to be insured (in order to avoid underinsurance) is not more than 15%.

I.1.6. Capacity

This tender is organised by the Office of the Secretary-General (OSGES) of the European Schools, acting as a lead Contracting authority.

The policies will be taken out by the policy holder for its own account and for the account of whom it belongs (owner, lessor, lessee, usufructuary, leaseholder, user, occupant and so forth). This enumeration is NOT exhaustive.

For sake of good order and clarity we mention here that the Office of the Secretary-General or the schools are not owning the buildings

I.1.7. Co-insurance (if applicable)

In order to facilitate the handling of the file and the claims, the co-insurer(s) grant(s) power of attorney to the lead insurer to settle the policy and claim files with the insured.

This power of attorney means that the lead insurer is entitled to perform all actions necessary to manage the policy and settle claims within the time limits stipulated in the insurance contract.

The lead insurer may on behalf of the co-insurers (non-exhaustive list):

- Conduct all negotiations with the parties involved in the claim.
- Organise the intervention of technical experts and legal counsels in order to safeguard the rights of the parties involved and of the insurers.
- Negotiate and sign all agreements, pay advances and make final indemnifications.

The co-insurers have the right to request any information they deem useful from the lead insurer and, if necessary, to order their own expert to safeguard their own interests. This appointment shall be made at their own expense without affecting the statistics of the insured.

There is no solidarity between the insurers, each insurer is obliged to pay the compensation separately and according to its own share.

I.1.8. All risks type of cover

The policy is an all-risk cover; this means that all material damage and loss occurring to any of the insured risks is covered by the policy, except the types of exclusions mentioned in the section I.1.15 below, which could only be detailed by the insurer, but different types of exclusions could not be introduced during the execution of the contract.

The perils described in this concept are for clarification purposes and they do not alter the "all risks" principle of the coverage of the insurance contract.
If the insurer wishes to exclude all or part of a claim, it will bear the burden of proof that the case falls within the exclusions of the policy.

All insurers have the right to inspect the insured goods before the submission of the insurance offer /please see the Invitation to tender/, and to organise annual inspections in consultation with the customer. **However, your insurance proposal /in terms of insurance premium/ will be considered as final and binding for us, and thus not being subject to inspection and possible adjustment in the course of the insured period.**

I.1.9. Insurers waive their right to cancel the policy after a damage or loss.

There is no application of the right of the insurer to cancel the policy after an incident/damage or loss occurred (unless for reasons of non-payment of premium or intentional misconduct of the Insureds). The framework contract resulting from this tender will be concluded initially for one year, tacitly renewable for a maximum of another 4 periods of 1 year, whereby each party can cancel the insurance contract with a notice period before the yearly expiry date, mentioned in p. I.1.11 below.

I.1.10. Determination of premium rates, terms and conditions and deductibles

The quoted level of premium rates, terms & conditions, and deductibles must be maintained during the full agreed duration of coverage, even in case of a multi-year deal, unless a mutual written consent would state otherwise.

I.1.11. Period of Notice

- At least 6 months before the expiry of the mandated insured period when the insurer gives the notice.
- At least 3 months before the expiry of the mandated insured period when the policyholder gives the notice.

I.1.12. SUBROGATION

The insurer shall not invoke a lapse of cover in the event that the insured has acknowledged material facts to a third party or a government body.

In the event of acknowledgement of liability, it is up to the insurer to demonstrate the prejudice it has suffered as a result if it considers refusing the claim or reducing its intervention.

Once the claim has been paid, the insurer is subrogated in the insured's rights against any liable third party.

I.1.13. INDEXATION - ADJUSTMENT OF VALUES AND PREMIUMS:

Base of indemnification = new (replacement) value.

However, in respect of the value of the insured building, the actual value will be applied.
The insurer’s commitments are limited to the insured limits applicable in the policy. The insured amounts and the premiums will automatically be indexed annually, i.e. Abex in Belgium or similar indexes in other countries, and the insured values will be also reviewed annually with the Policy holder.

The **deductibles** are not indexed.

The policyholder undertakes to inform the insurer of any major modification or extension work with a view to the foreseen adjustment of the insured values without prejudice to the automatic coverage.

### I.1.14. SETTLEMENT OF CLAIMS (ASSESSMENT, ADVANCE PAYMENT, ETC)

- **Experts:**
  - The appointment of an expert-surveyor by the insurer must take place within one week after the claim is reported and the damage assessment must take place before the expiry of three weeks after the claim, including during holiday periods.
  - The insured shall be entitled to appoint his own expert-assessor if these deadlines are not respected. The claims settlement proposed by this expert will be respected by the insurer.
  - All survey costs shall be borne by the insurer; the costs for the surveyor appointed by the policyholder, as well as any 3-rd surveyor in the event of a dispute between the client’s surveyor and the insurer’s surveyor, shall be reimbursed by the insurer in accordance with a remuneration scale to be agreed upon.
  - Also, shall be borne by the insurer the lawyer’s fees that arise as a result of all the interventions that will be made in defence of the insured against the possible parties responsible for the damage.

- **Advance payment:** in case of insured damage which, on the basis of the repair or replacement specifications, exceeds EUR 50,000, an advance payment equal to 30% of the amount of the damage shall be made within one month of receipt of these (approved) specifications.

- **Timespan of settlement:** the insurer shall pay the total compensation for "Material Damage" within three months of the assessment and approval of the (complete) claims file.

- **Location:** The Insured shall not be obliged to reconstruct or re-assemble the goods in the same place or under the same circumstances.
If the reconstruction and/or reassembly cannot take place due to administrative or legal impediments, the company will pay the compensation as if the damaged property had been reconstructed.

- Indemnification basis:
  - In respect of general content and electronic equipment – new value;
  - In respect of the value of the insured building, the actual value will be applied, insofar as the actual value is less than 40% of the new value; the actual value is derived from the new value by a deduction in accordance with its condition determined by the degree of wear and tear.

I.1.15. TYPES OF EXCLUSIONS FOR THE SECTION ON MATERIAL DAMAGE BUILDING/CONTENT

The insurer(s) will exclude damage:

- Caused during war.
- Caused by asbestos.
- Caused by nuclear fuel, radioactive products or radioactive waste, or any other source of ionising radiation for which the Insured is liable.
- Caused by an inherent defect, wear and tear, age or progressive damage. It is clarified that the exclusion only relates to the damaged part itself, cause of the damage, and that the damage to the rest of the insured good remains insured.

MINIMUM MANDATORY LEVEL OF COVERAGE

BREAKAGE OF GLASS AND SANITARY INSTALLATIONS

All damage and the costs of repairing of glass and sanitary installations are covered by the policy. The insurer will indemnify the insured for damage caused by breakage.

Without being exhaustive, at least the breaking of windows, mirrors, glass, domes, verandas, ceramic cooking plates, transparent or translucent plastic panels that are considered immovable are covered. Also covered: cost of replacement of the damaged goods, cost of temporary protection against nature elements. The windows may have a surface area of more than 10m².

There is also cover for sanitary facilities, even without damage to the building.

Cover is provided regardless of whether the damage is the result of an unexpected shock, temperature changes, subsidence, collapse, sonic boom (aircraft shock wave), soil displacement or (attempted) theft and vandalism.

IMPACT OF ELECTRICAL RISK ON “CONTENT”

Damage caused on equipment, machines and electric motors and their accessories (including components), needed in the production or exploitation:

- By effect of the electricity (especially short circuit, surge of current, overvoltage, accidental overload) or of lightning, including the influence of the atmospheric electricity.
• By fire or explosion starting inside the damaged equipment.

Provided that:

• Equipment, machines, motors and wiring are part of the insured property.
• Their operating conditions are not exceeding the rated conditions as stated by the constructor.
• The existing legal requirements for the exploitation are fulfilled.

Are excluded damage:

• To the induction ovens, electrolysis installations.
• To the fuses, relays, heating resistances, all sorts of lamps, electron tubes, parts in glass and to electronic components when the claim is related with these sole components.
• Caused by mechanical dysfunction.

IMPACT OF FIRE ON “CONTENT”

The coverage fire means that all damage caused by flames is covered by the policy. The damage to the insured risks can also be caused by a fire that originates from a third party.

Any damage to the insured goods caused by heat, smoke, soot, corrosive vapours, dispersion of toxic substances resulting from this, lightning strike, are covered by the policy.

Detached equipment and vehicles parked in the insured locations are also covered.

IMPROVEMENTS AND BETTERMENTS

Fixtures, alterations, installations or additions comprising part of a building occupied but not owned by the Insured and acquired or made at the expense of the Insured, which the Insured cannot legally remove.

INSURED’S OCCUPANTS LIABILITY

Insured’s liability shall mean:

• The liability imposed by law upon the Insured; or
• Liability assumed by the Insured by specific agreement prior to the loss for direct physical loss or damage of the type insured against under this policy.

INSURED PROPERTY

The term insured property shall mean movable or immovable (real estate) property which is owned by the Insured or in which the Insured has an insurable interest or for which the Insured’s liability is involved.

IMPACT OF NATURAL DISASTERS ON “CONTENT”

Provisions of the law of the country applicable to the insured risks shall take precedence over the policy conditions.
With that caveat, all damage caused by natural disasters (such as earthquake, flood, landslide or earth movement, heavy rainfall and water flooding including sewer overflow, windstorm (hurricane) shall be covered by this policy.

The intervention limits for these perils do not apply to damage caused by fire and explosion that is caused by them.

**OCCURRENCE**

The term occurrence shall mean any one loss, disaster or casualty, or series of losses, disasters or casualties arising out of one event.

When the word applies to loss or losses from the perils of windstorm-ice-snow-water pressure, earth movement, flood, if such perils are covered under the policy, one event shall be construed to be all losses arising during a continuous period of 72 hours. When filling proof of loss, the Insured may elect the moment at which such 72-hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to insured property under the policy occurs.

However, the Insurers shall not be liable hereunder for any loss, disaster or casualty, series of losses, disasters or casualties arising out of one event:

- occurring before the policy becomes effective; or
- from an event which is in progress at the time the policy becomes effective, even if such an event occurs after the policy becomes effective; or
- occurring after the expiration of the policy, except loss or damage arising from an event in progress at the time the policy expires.

**POLLUTION**

Occupants’ liability: to the extent necessary, the clean-up costs of the site after an insured loss event that also caused accidental and sudden environmental damage, are covered by the policy, as are the costs of avoiding such damage.

**SMOKE**

All damage caused by smoke or soot, including those resulting from the abnormal functioning of a heating or kitchen appliance, are covered by the policy. The appliances concerned must be maintained with the care of a good user by the insured.

**IMPACT OF STORM, HAIL, SNOW, WATER and ICE PRESSURE ON “CONTENT”**

Weather condition whereby damage is caused to insured content by wind, objects, material, debris carried, propelled or moved by wind and subsequent water damage to insured property inside buildings. Windstorm shall include damage caused by hail and the pressure of snow, ice or water.

It is stipulated that damage caused to fixed equipment located outside the buildings such as fence walls, barriers, fences, solar and photo-voltaic panels, air conditioning systems, and other objects which were in open air at the time of the damage, are also covered by the policy.
There is no exclusion for semi-open buildings as far as ice and snow pressure are concerned.

Definition of storm: either there is damage due to wind speed of at least 80 km/h, or a similar storm damage must have occurred within a radius of 10 km.

**IMPACT OF STRIKES, RIOTS, AND VANDALISM (incl. graffiti) ON “CONTENT”**

All damage caused by civil commotion, labour conflicts, sabotage and lock-out, shall be covered by the insurer, including damages to buildings, result of vandalism (incl. graffiti).

**TEMPERATURE VARIATION**

Damage due to variation in temperature is covered (with sublimit, see schedule in particular conditions), if this variation results from an insured damage; the coverage is extended to damage to medical supplies, sterile goods, and food, arising out of a too dry or humid atmosphere.

**WATER, GAS & MINERAL OILS**

All damage caused by water, gas and mineral oils shall be compensated by the insurer. Without being limitative and irrespective of whether it concerns a break, crack, defective water tightness, overflow, blockage, freezing, inadvertence malice or any other cause, this includes:

- Damage caused by sewage from internal or external inflow and outflow installations,
- Damage from hydraulic (automatic) fire extinguishing systems,
- Damage from rainwater, including damage caused by seepage or intrusion along roof (cupola) or windows, walls, ceiling, balconies or roof terraces ... 
- Damage by oil and fuel spillage, whether caused by breakage of a storage tank, reservoir or piping from installations of an insured property or adjacent property.
- Damage caused by water seeping in underground and returning from the sewerage system.
- Damage caused by water from hydraulic installations, household appliances, heating installations, reservoirs, supply pipes and drainage pipes located inside or outside the building (except for inherent vice, wear and tear, age, progressive damage: these grounds for exclusion must be proved by the insurer).
- Damage due to defective waterproofing or roof covering, atmospheric precipitation
- Damage caused by accidental spillage of water from aquariums and swimming pools.
- The occurrence of one of these damages in a neighbouring building.
- The cost of searching for leaks in pipes and installations.
- The cost of opening and repairing walls, walls, floors and ceilings, and any other parts of the building, with a view to repairing the defective hydraulic pipes or installations that caused or threatened to cause the damage.
- Water damage due to sprinkler leakage.

A sub-limit is provided in the particular conditions of the policy for the loss and replenishment of liquid, water, fuel oil or gas after a covered damage.

**CLAIMS PREPARATION EXPENSES**
This policy is extended to cover the reasonable and proven expenses actually incurred by the Insured or by the Insured’s representatives (including third parties) for preparing the details of a claim, resulting from a loss which would be payable under this policy. However, the Insurer shall not be liable under this extension for expenses incurred by the Insured in utilizing or retaining the services of Attorneys or any subsidiary, related or associated entities either partially or wholly owned by an attorney.

This extension shall not be applicable to any Insured’s liability coverage provided under this policy. The sublimit specified for claims preparation expenses shall apply to this extension.

**AUTOMATIC COVER FOR NEWLY ACQUIRED LOCATIONS**

This policy is extended to cover real property newly constructed, acquired, leased, rented or used for occupancy by the Insured after the inception date of this policy at any location within the territorial limit of the policy.

Coverage under this extension commences once the Insured has acquired an insurable interest and the newly acquired property is no longer object of construction, erection or testing.

This extension is granted subject to additional premium – to be prorated – to be invoiced once a year and must be declared to the Insurer not later than 180 days following the date of acquisition.

The sublimit specified for newly acquired locations, shall apply to this extension.

**ERRORS AND OMISSIONS**

Inadvertent errors or unintentional omissions in the description of the Insured locations or declaration of the insured values shall not operate to the prejudice of the Insured but shall be corrected when discovered.

The sublimit specified for errors and omissions shall apply to this extension.

**PRESERVATION COSTS**

This policy extends to include the expenses reasonably and necessarily incurred by the Insured during a period which does not exceed the period normally required for the reconstruction or reconstitution of the damaged insured property, to protect and preserve the insured property which has been salvaged in order to avoid aggravation of the damage and to remove and replace salvaged objects in order to permit the repair of such damaged and salvaged property.

The sublimit specified for preservation costs shall apply to this extension (see schedule with sublimits under I.2.1 below).

**RECOUSE OF TENANTS, USERS and (sub)OCCUPANTS**

The insurer covers the liability that the Insured incurs under the articles of any civil or commercial code for material loss, destruction or damage to property of tenants, users of the building or occupants, and neighbours.

The coverage includes the preservation costs, debris removal and the cost incurred by the tenants or occupants in order to stop, limit or withdraw the property from the consequences of the loss but will not extend to any type of non-physical loss or damage or any other consequential or indirect loss or damage of any kind.
Also including personnel and students in respect of material damage to their means of transport, located lawfully and in accordance with the internal regulations on the school premises.

There will be no coverage hereunder if the contract between the Insured and the tenants or occupants provides a waiver of recourse in favour of the Insured.

Notwithstanding any provision to the contrary the valuation in case of loss, of the tenant’s or occupant’s property shall always be on an actual cash value basis.

The sublimit specified in the specific conditions for recourse of tenants, users or (sub)occupants, shall apply to this extension.

THIRD PARTY RECOURSE

The insurer covers the liability which the Insured incurs under any civil or commercial code for material loss, destruction or damage caused by a non-excluded peril insured hereunder, spreading from the Insured’s premises to property of third parties, non-excluded by the policy.

This coverage includes the preservation costs, debris removal and the cost incurred by of said third party in order to stop, limit or withdraw property of the type insured against from the consequences of the loss.

This extension does NOT provide coverage for any pollution or contamination of land soil or water (being surface water or not), animals or plants (except when they are goods of the business of professional agricultural operations or fish farms) whether or not caused by smoke and use of firefighting equipment.

This extension applies only to liability incurred in those countries which are subject to Napoleonic or similar civil or commercial code2, and the insured limit is to be provided above the sum insured for building/content.

Notwithstanding any provision to the contrary the valuation in case of loss, of the third-party property shall always be on an actual cash value basis.

The sublimit specified in the sub-limits schedule below for third party recourse, shall apply to this extension.

UNNAMED LOCATIONS

The policy is extended to cover personal property of the Insured at any location within the territorial limit of this policy including while such property is situated at the premises of any exhibition, exposition, educational fair event or similar.

IN Voluntary IMPROVEMENTS AND/OR BETTERMENTS

In case of involuntary improvements and/or betterments, the indemnity will be increased as follows:

- In the event that replacement property of a similar kind and quality is not obtainable (= new property as similar as possible to the damaged one and which is capable of performing the same function) shall be deemed to be new property of similar kind and quality and shall not be considered as an improvement and/or betterment to the Insured.
- In the event of replacement of insured property with new property the Insurer will pay the cost of purchasing and installing technologically current equipment which is necessitated by

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2 Such countries, where European schools are situated, are Belgium, Luxembourg, Spain and Italy.
incompatibility between new equipment installed to replace damaged equipment and undamaged existing equipment at the same or at interdependent premises.

The sublimit specified in the sub-limits schedule below for involuntary improvements and/or betterments shall apply to this extension.

**AUTOMATIC COVERAGE FOR INCREASES OF SUMS INSURED AT EXISTING LOCATIONS**

The policy is extended to cover property newly acquired by the Insured after the inception date of the policy at the scheduled locations or to be incorporated under the scheduled locations.

Coverage under this extension commences once the Insured has acquired an insurable interest.

The Insurer shall be entitled to additional premium as from the date the Insured has given notice of these acquisitions. This additional premium will be invoiced once a year, by the end of the insurance year.

The sublimit specified in the sub-limits schedule below for increases of sums insured at existing locations shall apply to this extension.

**DEBRIS REMOVAL**

In the event of and to the extent they are the direct consequence of a covered property damage, this policy is extended to cover the costs and expenses necessarily and reasonably incurred by the Insured during the period of restoration in:

- removing the debris;
- dismantling and/or demolishing;
- shoring up or propping up.

of the proportion of the insured property damaged by any peril hereby insured against.

Notwithstanding the extension of coverage provided above, the Insurer will not pay for any cost or expenses:

- Incurred in removing debris from any site other than the site of such property damaged.
- For removal of:
  - any foundation, other than damaged portions which must be removed for repair or rebuilding of any covered building or structure, or
  - asbestos dioxin, or polychlorinated biphenyls (herein referred to as materials) from any structure, a fixture or item of personal property, or product unless said materials are damaged by a peril not otherwise excluded under this policy.

The sublimit specified in the sub-limits schedule below for debris removal shall apply to this extension.

**DEMOLITION AND INCREASED COST OF CONSTRUCTION**

The policy is extended to cover the additional costs and repair expenses related to the rebuilding of the insured buildings and/or their contents damaged or not damaged by a non-excluded peril, in order to comply with any new legal requirements related to the construction.
This extension shall not cover any increase of loss occasioned by the enforcement of any law or ordinance regulating any form of contamination including but not limited to the presence of asbestos, dioxin or polychlorinated biphenyls or fungi.

The sublimit specified in the sub-limits schedule below for demolition and increased cost of construction shall apply to this extension.

**LAND AND WATER POLLUTANT AND/OR CONTAMINANT CLEAN-UP, REMOVAL AND DISPOSAL**

The policy is extended to cover the necessary and reasonably expenses actually incurred by the Insured to clean up and remove “contaminants” from land or water at scheduled locations if the discharge, dispersal, seepage, migration, release or escape of such contaminants is caused by or results from a covered property damage that occurs during the period of insurance.

This coverage does not apply to costs to test for, monitor, or assess the existence, concentration or effects of contaminants other than testing which is performed in the course of extracting the contaminants from land or water.

The Insurers shall not be liable under this extension unless such expenses are reported to the Insurer in writing within 180 days of the date on which the covered property damage occurs.

The sublimit specified in the sub-limits schedule below for land and water pollutant and/or contaminant clean-up, removal and disposal shall apply to this extension.

**ROLLING GOODS AND MOTOR VEHICLES BELONGING TO THE INSURED AND TO ITS PERSONNEL**

The policy is extended to cover loss or damage to rolling goods and motor vehicles (electrical included), licensed for use on public roads, belonging to the Insured and to the Insured’s personnel, to the extent the Insured’s liability is involved and provided that such loss or damage is the result of fire, lightning, explosion or aircraft contact.

The coverage is only valid when such property is at a scheduled location.

The sublimit specified in the sub-limits schedule below for rolling goods and motor/electrical vehicles to the Insured and personnel shall apply to this extension.

**COST OF RESTORATION OF GARDEN & PLANTATIONS**

The policy extends to include the reasonable and necessary cost incurred by the Insured for restoration and re-arranging of plantations on the insured locations when these plantations have been destroyed, when preventing or fighting a physical loss insured against.

The insured costs are also including felling, pruning and removal of trees damaged by an insured peril without affecting the insured property (building).

The sublimit specified in the sub-limits schedule below for cost of restoration of plantations shall apply to this extension.

**COST OF OPENING OR RESTORING WALLS, CEILINGS OR FLOORS**

In the case of a loss, damage or destruction caused by fluids, this policy insures the necessary and reasonable cost incurred by the Insured to open and restore walls, ceilings and floors in view of the search of the leak that caused the loss, damage or destruction by fluids.
The sublimit specified in the sub-limits schedule below for cost of opening or restoring walls, ceilings or floors shall apply to this extension.

**EXPEDITING EXPENSES**

The policy is extended to cover the necessary and reasonable costs incurred to the Insured for temporary repair and for expediting the damaged property that is subject of a covered damage including overtime and the extra costs of express or other rapid means of transportation.

**INDIRECT EXPENSES**

This policy is extended to cover the reasonable extra cost, necessary and reasonably incurred by and justified by the Insured to cover any indirect expense that is a direct consequence of a covered property damage.

No liability shall exist under this provision for any loss or expenses resulting from a liability coverage as may be provided under this policy.

The sublimit specified in the sub-limits schedule below for indirect expenses shall apply to this extension.

**FIRE FIGHTING EXPENSES**

The policy is extended to cover:

- Fire department (fire brigade) service charges, as imposed by law or assumed by contract or agreement prior to loss, and
- Reasonable and necessary cost incurred in restoring and recharging fire protection systems.

which are incurred by the Insured due to fire or explosion at or exposing any insured locations.

The sublimit specified in the sub-limits schedule below for firefighting expenses shall apply to this extension.

**LOCKS AND KEYS**

This policy is extended to cover the reasonable costs incurred as a result of the necessary replacement of external locks and access control equipment following:

- The loss of keys or swipe cards by burglary from the insured locations or from the homes of directors or authorized employees, or;
- By the unauthorized duplication of such keys or swipe cards.

The sublimit specified in the sub-limits schedule below shall apply to this extension.

**ELECTRONIC DATA, PROGRAMS OR SOFTWARE**

Unless stipulated otherwise in the All-risk Electronics section (see I.2.2), the policy covers insured physical loss or damage to electronic data, programs or software, including physical loss or damage caused by the malicious introduction of a machine code or instruction, while anywhere within the policy's territory.
This additional coverage also covers the cost of the following reasonable and necessary actions taken by the Insured:

- Actions to temporarily protect and preserve insured electronic data, programs or software.
- Actions taken for the temporary repair of insured physical loss or damage to electronic data, programs or software and to expedite the permanent repair or replacement of such damaged property, provided such actions are taken due to actual insured physical loss or damage to electronic data, programs or software.

This additional coverage also covers the reasonable and necessary costs incurred by the Insured to temporarily protect or preserve insured electronic data, programs or software against immediately impending insured physical loss or damage to electronic data, programs or software. In the event that the physical loss or damage does not occur, the costs covered under this item will be subject to the deductible that would have been applied if the physical loss or damage had occurred.

Costs recoverable under this additional coverage are excluded from coverage elsewhere in the policy.

The policy does NOT insure:

- Errors or omissions in processing or copying: ensuing physical damage otherwise not excluded by the policy remains covered.
- Loss or damage to data, programs or software from errors or omissions in programming or machine instructions; ensuing physical damage otherwise not excluded by the policy remains covered.
- Deterioration, inherent vice, vermin or wear and tear: ensuing physical damage otherwise not excluded by the policy remains covered.

The sublimit specified in the sub-limits schedule below for electronic data, programs or software shall apply to this extension.

**BURGLARY/THEFT**

The sublimit specified in the sub-limits schedule below for burglary and theft shall apply to this extension.

**VALUABLE PAPERS IN A SAFE**

Valuable papers (including but not limited to cash, money and checks) are insured only when in a safe. The sublimit specified in the sub-limits schedule below for valuable papers in a safe shall apply to this extension.

**SOLAR PANELS**

Insofar as they are included in the sums insured and being property of the school, solar panels installed on the insured buildings or elsewhere on the insured premises, as well as other technical installations and equipment attached to the outside of the buildings remain fully insured including for wind, rain, snow, sand, dust, storm and hail damage.

**I.2. CONCEPT OF PARTICULAR CONDITIONS**
Policy holders and planned Inception dates of the policies:

<table>
<thead>
<tr>
<th>Insures</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>OSGES</td>
<td>1-1-2022</td>
</tr>
<tr>
<td>Brussels I</td>
<td>1-1-2022</td>
</tr>
<tr>
<td>Brussels II</td>
<td>1-1-2024</td>
</tr>
<tr>
<td>Brussels III</td>
<td>1-1-2024</td>
</tr>
<tr>
<td>Brussels IV</td>
<td>1-1-2024</td>
</tr>
<tr>
<td>Mol</td>
<td>1-1-2022</td>
</tr>
<tr>
<td>Lux I</td>
<td>1-1-2024</td>
</tr>
<tr>
<td>Lux II</td>
<td>1-1-2022</td>
</tr>
<tr>
<td>Frankfurt</td>
<td>1-1-2022</td>
</tr>
<tr>
<td>München</td>
<td>1-1-2022</td>
</tr>
<tr>
<td>Karlsruhe</td>
<td>1-1-2022</td>
</tr>
<tr>
<td>Varese, Italy</td>
<td>1-1-2023</td>
</tr>
<tr>
<td>Alicante, Spain</td>
<td></td>
</tr>
<tr>
<td>Bergen, the Netherlands</td>
<td>1-1-2022</td>
</tr>
</tbody>
</table>

Capacity Insureds:

as owner, tenant, occupant, neighbour, and/or to whom it may concern, or in name and for account of affiliated organisations.

SPECIAL NOTE RELATED TO ALL SCHOOLS/INSURED ENTITIES:

(1) Conditions to be applied in countries NOT subject to Napoleonic or similar civil or commercial code ³:

The policy of this lot “material damage” will only intervene when no other insurance would exist or in case the insured limits or sublimits of this other insurance (e.g. public liability) would be exhausted.

With other words, this material damage policy will in principle not intervene as primary insurance for damage or loss, but only in excess or after exhaustion as a supplementary cover. As the Insured is acting in its capacity as tenant/lessee (OSGES) or occupant (the schools), the tenants’ or occupants’ liability is covered in accordance with the local legislation of civil law, and this for covered material damage to the building with a maximum sum insured as mentioned in the policy.

The material damage policy covers the recourse of (other) tenants/occupants, and third parties & neighbours for material damage (including goods of visitors, and cost for conservation, debris removal/demolition), not being financial consequential loss, in case the Insured is legally liable for the damage or loss, and subject to the insured (sub)limits of the policy, under the same conditions as mentioned above.

³ Such countries, in which there are European schools situated, are Germany and Netherlands.
(2) Belgium and other countries which are subject to Napoleonic or similar civil or commercial code

Here the policy will intervene as primary insurance (first layer) for covered damage or loss, independent of the existence of any general liability cover. Recourse of third parties and neighbours will be provided as a sum insured on top of the maximum insured capital of the building.

(1) (2) In case the conditions of the material damage policy would conflict with any mandatory legislation or convention in a country that would require other conditions, then the Insurers agree to adapt their policy in order to be compliant with such mandatory legislation or convention.

In any case shall the occupants’ liability of the European Schools be covered for material damage of the building according the local legislation that have to be applied in each country where the school is situated, and this up to the insured maximum of the policy. The base for indemnification for such material damage will be the actual value of the building, unless contractually stated otherwise or unless local legislation imposes another indemnification.

I.2.1. BUILDINGS/GENERAL CONTENT

I.2.1.1. Insured limits

**GENERAL POLICY LIMIT:**

A. Occupants’ liability: up to EUR 30.000.000 per incident per risk address in “first risk”.
B. General Content: see schedule with insured capital.
C. All Risks Electronics: see schedule with insured capital (details in I.2.2).

The Insurer shall not be liable under the policy for more than the general policy limit for all losses, damages, costs, expenses per occurrence, regardless of the number of locations involved in the occurrence, for all perils not excluded by this policy, except when a lower sublimit applies for a specific extension or peril, as hereafter stated.

**Indemnification base:** new replacement value.

However, in respect of the value of the insured building, the actual value will be applied, insofar as the actual value is less than 40% of the new value; the actual value is derived from the new value by a deduction in accordance with its condition determined by the degree of wear and tear.

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4 Such countries, in which there are European schools situated, are Belgium, Luxembourg, Spain and Italy.
Schedule of sub-limits

Below are the sub-limits for the different covered risks and for various extensions. These sub limits do not increase the policy limit, unless for third party recourse.

The Insurer shall not be liable for more than the sublimit specified for such extension or peril, endorsement or part in any one occurrence, unless otherwise stated below.

When the policy limit or a sublimit is shown as applying in the aggregate during any policy year, the Insurer’s maximum limit of liability will not exceed such limit during any policy year regardless of the number of locations involved.

<table>
<thead>
<tr>
<th>Schedule of sub-limits</th>
<th>Maximum Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earth movement/earthquake, per occurrence and in the annual aggregate (a.a.) all locations (on the content)</td>
<td>Max. € 10.000.000 (a.a.) And max. 30% of insured value “content” per location</td>
</tr>
<tr>
<td>Flood, per occurrence and in the annual aggregate (a.a.) all locations (on the content)</td>
<td>Max. € 10.000.000 (a.a.) And max. 30% of insured value “content” per location</td>
</tr>
<tr>
<td>Windstorm, hail, snow-, water- and ice pressure per occurrence and in the annual aggregate all locations (on the content).</td>
<td>Max. € 20.000.000 and max. 50% of insured value “content” per location</td>
</tr>
<tr>
<td>Independent claims adjusters’ fees (per insured entity)</td>
<td>Included (local scale, i.e., Assuralia in Benelux)</td>
</tr>
<tr>
<td>Claims preparation expenses (per insured entity)</td>
<td>Up to € 100.000</td>
</tr>
<tr>
<td>Automatic cover for content on newly acquired locations (180 days’ notice- per insured entity)</td>
<td>Up to € 1.000.000</td>
</tr>
<tr>
<td>Automatic occupants’ liability coverage for new locations</td>
<td>Up to € 5.000.000</td>
</tr>
<tr>
<td>Errors and Omissions (per insured entity)</td>
<td>Up to € 500.000</td>
</tr>
<tr>
<td>Debris removal (per insured entity)</td>
<td>Up to € 1.000.000</td>
</tr>
<tr>
<td>Preservation costs (per insured entity)</td>
<td>Up to € 1.000.000</td>
</tr>
<tr>
<td>Third party recourse (per insured entity), and ABOVE the capital building/content (*)</td>
<td>Up to € 1.500.000</td>
</tr>
<tr>
<td>Unnamed locations (per insured entity)</td>
<td>Up to € 250.000</td>
</tr>
<tr>
<td>Involuntary betterments (per insured entity)</td>
<td>Up to € 1.000.000</td>
</tr>
<tr>
<td>Increased sums Insured at existing locations (per insured entity)</td>
<td>Up to € 250.000</td>
</tr>
<tr>
<td>Demolition and increased cost of construction (per insured entity)</td>
<td>25% of the insured capital building/content with a maximum of € 2.500.000</td>
</tr>
<tr>
<td>Land and water contaminant or pollutant clean-up, removal and disposal (per insured entity)</td>
<td>€ 150.000</td>
</tr>
<tr>
<td>Decontamination costs soil &amp; water (per insured entity)</td>
<td>€ 250.000</td>
</tr>
<tr>
<td>Rolling goods and motor (electrical) vehicles belonging to the Insured and its personnel, (only for Fire, Lightning, Explosion, Aircrafts (FLEXA) risks - (per insured entity)</td>
<td>€ 500.000</td>
</tr>
<tr>
<td>Costs of restorations of garden and plantations (per insured entity)</td>
<td>€ 100.000</td>
</tr>
<tr>
<td>Costs of leak detection &amp; opening walls, ceilings and floors (per insured entity)</td>
<td>€ 50.000</td>
</tr>
<tr>
<td>Expediting expenses (per insured entity)</td>
<td>€ 100.000</td>
</tr>
<tr>
<td>Insurance Coverage</td>
<td>Maximum Amount</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Firefighting expenses (per risk address)</td>
<td>€ 100,000</td>
</tr>
<tr>
<td>Electronic data, programs and software (per insured entity)</td>
<td>€ 100,000</td>
</tr>
<tr>
<td>Files, plans, books, card indexes (per insured entity)</td>
<td>€ 100,000</td>
</tr>
<tr>
<td>Burglary – (Attempted) theft of content/equipment including vandalism &amp; graffiti in the <strong>annual aggregate</strong> all locations.</td>
<td>20% of insured content per location with a maximum of €2,000.000 for all locations</td>
</tr>
<tr>
<td>Damage to (a part of) the building due to (attempted) theft including vandalism &amp; graffiti in the <strong>annual aggregate</strong> all locations</td>
<td>€ 500,000</td>
</tr>
<tr>
<td>Valuable papers in safe (per insured entity)</td>
<td>€ 25,000</td>
</tr>
<tr>
<td>Collision damage, impact by objects or tools (per insured entity)</td>
<td>€ 100,000</td>
</tr>
<tr>
<td>Belongings of personnel, visitors, and guests (FLEXA-(per insured entity))</td>
<td>€ 25,000</td>
</tr>
<tr>
<td>Loss of liquid, water, fuel oil or gas after covered damage (per insured entity)</td>
<td>€ 25,000</td>
</tr>
<tr>
<td>Temperature variation (per insured entity)</td>
<td>€ 100,000</td>
</tr>
<tr>
<td>(Dis)assembly of solar panels (per insured entity), in first risk</td>
<td>€ 100,000</td>
</tr>
</tbody>
</table>

**Remark:**
- The content is insured for natural risks such as earthquake, earth movement and flood.
- (*) See: Special Note in section I.2.

**TERRITORIAL LIMIT:** European Union.

**PREMIUM:**

Every year, the policyholder shall provide the insurer with an adapted list of capital to be insured.

The adjustment of the investments, newly purchased equipment, newly rented or occupied buildings and their movable property shall be made on the basis of 50% of the premium applied to the difference between the beginning and the end of the insurance year concerned.

The investments and/or new purchases made during the insurance year that exceed these limits will also be regularised in this way.

**DEDUCTIBLE** (not-indexed)

- General: EUR 2,000 per occurrence
- Earthquake/movement: EUR 10,000 per occurrence
- Flood: EUR 10,000 per occurrence

In the event of a claim involving several of the above items, only one deductible will be applied, i.e., the highest one.

**PREVENTION PLAN**
The insured agrees that the insurer(s) has (have) the right to come and perform inspections at regular intervals and in mutual consultation. The measures, which are only recommendations and guidelines, will be discussed with the insured regarding their timeframe, possibility and manner of implementation.

The insured shall be responsible, with due care, for making proposals regarding the procedures to be followed and the preventive measures to be taken. Except for cases of intent, the non-compliance with the preventive measures shall not give rise to exclusion or cancellation of cover.

**INFORMATION TO INSURERS**

- **Invoicing:** The premium for each insured location will be invoiced directly to the relevant insured entity, according to the specific contract between this entity and the insurer.
- **See also the description of the sites in the Chapter above: “Risk Profiles per school” (year of built, number of floors, prevention...).**

- **BELGIUM:**
  - “*Régie des bâtiments*” = owner of the buildings of the European Schools in Belgium, except for the Office of the Secretary-General of the ES, where a private company is the owner of the building.
  
  The “’Administrative Regulation, setting out the conditions, under which the Régie des Bâtiments makes land, buildings and their dependencies available to occupying departments’” is stipulating in its art.2.9 (page 10):

    > “The occupying department(s) shall be solely liable for damage attributable to a fire or any other casualty if, by analogy with Article 1733 of the Civil Code, they cannot prove that the fire or the other casualty occurred without the slightest fault on their part”.

    > “The occupying department(s) bear full responsibility for all the consequences of improper use + Vandalism in the building is always the responsibility of the occupant(s) (art. 2.6, page 9)”. And:

    > “Damage caused by vehicles; repairing damage caused by vehicles within the premises of the property (art. 3.3, page 38 - 39”).

  - OSGES: There is a private owner of the building, partly occupied by the OSGES, who insures the building, with a mutual waiver of recourse between the parties: the owner and the OSGES as a tenant of the part of the building. OSGES needs therefore to ensure only its movable property: General content and electronic equipment.

  - Terrorism & sabotage: indemnification in Belgium is based on TRIP (Terrorism Reinsurance and Insurance Pool).

  - Some particular specifications about some insured entities:

    | European School of Brussels I | **Music Instruments**: content is incl. all-risk music instruments with max. value of EUR 35,000 (on site I and/or site II). Automatic cover for additional acquired instruments during 120 days for 20% of the amount insured. Cover is extended at the place of third parties or affiliated organisations with a max. of 10% of the |
amount insured (rented instruments excluded). This without recourse towards these parties, intentional misconduct excluded. No deductible.

ES Brussels II
Content is including 7 automatic distribution machines with a total value of EUR 80,000.

ES Brussels II bis – NEW
A new school site in Evere (Brussels) will be opened as of 01.09.2021, as a second site /annex/ of ES Brussels II, with around 1,500 pupils /new enrolments expected, exclusively at primary /nursery age. No additional info available at this moment.

ES Mol
Holiday camps: a private organization uses the school site for organizing holiday camps, but there are currently no data available about a contract with the school.

ES München
All risks Electronics: EUR 3.402.780 insured capital (fix equipment approximately 65% + 35% mobile equipment). Solar panels on the roof, the school not being the owner.

1.2.2. ALL RISK ELECTRONICS

An ARE policy can be issued for each school in the schedule below. The invoicing of premiums must be done individually to each school.

Overview:

EUROPEAN SCHOOLS - ALL RISK ELECTRONICS OVERVIEW

<table>
<thead>
<tr>
<th>ALLRISK ELECTRONICS</th>
<th>Fixed</th>
<th>Mobile</th>
<th>Total</th>
<th>Current policy</th>
<th>Exp. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>OSGES</td>
<td>300,000 €</td>
<td>150,000 €</td>
<td>450,000 €</td>
<td>Ethias 38.102.160</td>
<td>12/31/2021</td>
</tr>
<tr>
<td>ES Brussels I</td>
<td>1,515,094 €</td>
<td>385,000 €</td>
<td>1,900,094 €</td>
<td>currently in general content</td>
<td>12/31/2021</td>
</tr>
<tr>
<td>ES Brussels II</td>
<td>1,200,000 €</td>
<td>150,000 €</td>
<td>1,350,000 €</td>
<td>AXA policy 730157118</td>
<td>12/31/2021</td>
</tr>
<tr>
<td>Brussels II bis</td>
<td>Additional site in Evere; insured capital not known yet</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ES Brussels III *</td>
<td>Boulevard du Triomph, 135 - 1050 Brussels.</td>
<td>2,205,000 €</td>
<td>305,000 €</td>
<td>2,510,000 €</td>
<td>Allianz 267591/7020371</td>
</tr>
<tr>
<td>ES Brussels IV</td>
<td>Prëve Sainte-Anne 86, 1020 Brussels (Laeken)</td>
<td>830,000 €</td>
<td>48,739 €</td>
<td>878,739 €</td>
<td>Allianz 555000566</td>
</tr>
<tr>
<td>ES Mol</td>
<td>Europawijk 100 in 2400 Mol, Belgium.</td>
<td>126,450 €</td>
<td>14,050 €</td>
<td>140,500 €</td>
<td>AXA 790.157.139</td>
</tr>
<tr>
<td>ES Luxemburg I</td>
<td>23 Bd Konrad Adenauer, L-1115 Luxembourg/Kirchberg</td>
<td>1,200,000 €</td>
<td>200,000 €</td>
<td>1,400,000 €</td>
<td>AXA 790.176.424</td>
</tr>
<tr>
<td>ES Luxemburg II</td>
<td>6 Rue Gaston Thorn, L-8268 Bertrange, Luxembourg.</td>
<td>1,296,000 €</td>
<td>250,000 €</td>
<td>1,546,000 €</td>
<td>Lalux T17008684</td>
</tr>
<tr>
<td>ES Frankfurt</td>
<td>Krausheimer Weg 126, D-60439 Frankfurt am Main</td>
<td>300,000 €</td>
<td>150,000 €</td>
<td>450,000 €</td>
<td>Generali 80048892</td>
</tr>
<tr>
<td>ES Karlsruhe</td>
<td>Albert-Schweitzer-Straße 1 in D-76139 KARLSRUHE</td>
<td>240,000 €</td>
<td>60,000 €</td>
<td>300,000 €</td>
<td>Allianz 6004050</td>
</tr>
<tr>
<td>ES München</td>
<td>Elisabeth-Aulinger-Straße 21 in D-81739 Munich</td>
<td>2,922,780 €</td>
<td>480,000 €</td>
<td>3,402,780 €</td>
<td>Alte Leipziger 460-96322</td>
</tr>
<tr>
<td>ES Varese</td>
<td>Via Montello, 118 - 21100, Varese, Italy</td>
<td>680,000 €</td>
<td>145,000 €</td>
<td>825,000 €</td>
<td>Generali 80048892</td>
</tr>
<tr>
<td>ES Alicante</td>
<td>Av. Locutor Vicente Hipólito s/n, 03540 Alicante, Spain</td>
<td>400,000 €</td>
<td>100,000 €</td>
<td>500,000 €</td>
<td>Allianz 555000565</td>
</tr>
<tr>
<td>ES Bergen</td>
<td>Molenweide 5/PB 99, NL-1862 Bergen, the Netherlands</td>
<td>150,000 €</td>
<td>65,000 €</td>
<td>215,000 €</td>
<td>Allianz 555000363</td>
</tr>
<tr>
<td>Total</td>
<td>13,365,324 €</td>
<td>2,502,789 €</td>
<td>15,868,114 €</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Note: insured “fixed” capital ES Brussels III is including EUR 205.000 solar panels.

Inception date: 1 January 2022 (or after expiry dates of the policies with an expiry date after 1/1/2022). Eventually we would like to have all insured entities with the same end date of the insured period on 31 December (new inception date thus on 1 January).

Insured limits: see “total” per school in the schedule above (as sum insured per occurrence).

Sublimits (per occurrence):
<table>
<thead>
<tr>
<th><strong>Rescue costs in Belgium</strong></th>
<th>up to 100% of the insured values (per school)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rescue costs in the rest of EU</strong></td>
<td>up to 15% of the total sum insured of fixed and mobile equipment per school, with a minimum of EUR 2,500 and a maximum of EUR 250,000.</td>
</tr>
<tr>
<td><strong>Clearing, demolition &amp; reconstruction costs to be able to repair or replace damaged objects</strong></td>
<td>up to 10% of the total sum insured of fixed and mobile equipment per school</td>
</tr>
<tr>
<td><strong>Automatic coverage for work outside normal working hours, (accelerated) transport &amp; technicians from abroad.</strong></td>
<td>50% of the new replacement value (per entity) with a maximum of EUR 250,000 per incident.</td>
</tr>
<tr>
<td><strong>Additional operating costs</strong></td>
<td>Up to 10% of the insured capital (of each entity) for 12 months</td>
</tr>
<tr>
<td><strong>Interest on bank credit</strong></td>
<td>Up to 10% of the sum insured (per entity), maximum 12 months</td>
</tr>
<tr>
<td><strong>Reconstitution costs</strong></td>
<td>Up to 10% of the sum insured (per entity), maximum 12 months</td>
</tr>
<tr>
<td><strong>Indirect losses</strong></td>
<td>Claims amount + 10%</td>
</tr>
</tbody>
</table>

**Coverage:**

“blanket cover” type

**Duration:**

1 year with possibility of four tacit renewals for a period of 1 year, unless a notice of 6 months before expiry date is given by the Insurer or notice of 3 months before expiry date is given by the Insured.

**Deductible:**

Fixed equipment: EUR 250 per incident.

Mobile equipment: EUR 500 per incident

Solar panels (if applicable): EUR 1,000 per incident, but in case of storm/hail: 10% of the damage with EUR 1,000 as minimum and EUR 5,000 as maximum.

3 days for additional expenses

1% of the damage or loss for data and software with a minimum of EUR 125.

The following interpretation of the deductible will be applied, if a damage to both fixed and mobile equipment is caused by the same reason:

- If both fixed and mobile material is located in the office of the insured when the damage occurs: the whole of the damaged material will be considered as fixed and the deductible for fixed equipment shall apply to the total claim.

- If both fixed and mobile equipment is damaged during transport between two operating sites: the highest of the deductible applicable to fixed and mobile material will be applied to the total damage.

**Geographical scope:**

- EU for fixed equipment. Fixed equipment located at the residence of an employee during telework is also covered.
o Worldwide for mobile equipment.

**Premium**: deposit premium with an adjustable premium at the end of each insurance year.

**Insured objects**

Fixed and mobile electronic equipment such as data processing and transmission units, terminals, lap tops and tablets, beamers, personal computers, auxiliary apps, printers and scanners, continuity systems, air conditioning (HAVC system indoor and outdoor attached to the building), anti-intrusion systems, fire detection, alarms in general, access control system, video surveillance system (CCTV), video projection systems, office equipment, automatic food & beverages distribution machines, switchboard and smartboard, intercom system, fax machines, school laboratory systems and equipment, licensed programs, walkie talkies, coffee machines, reconstruction of digital archives, electronic device for automation, heating system (HAVC system indoor or attached outdoor to the building).

**Invoicing:**

The Insurer will invoice each entity /school/ separately. The deposit premium is payable in advance upon receipt of a notice of payment.

Non-payment of the premium by one of the entities will only suspend the coverage after the expiry of a period of 15 days, counting from the day following the deposit of a registered letter of demand for payment.

The suspension will be lifted as from the moment of payment of the overdue premiums.

The Insurer may only terminate the policy for overdue premiums, subject to a new 15-days notice sent to the school concerned by post by a registered letter.

**Section I: ARE Policy concept/ basic coverage.**

**A. MATERIAL DAMAGE OF ELECTRONICS**

**A. 1 - Material damage coverage:**

Are insured, by way of example, all sudden and unforeseen losses, destruction, or damages caused by or attributable to:

1. Human factors
   o Clumsiness, inexperience, negligence or malicious acts of members of staff of the policyholder or of the insured or of third parties.
   o Theft and attempted theft with or without signs of break-in or violence, and the damage caused by it, with the exception of those committed by the policyholder.
2. Internal factors
   - Damage of an electrical or mechanical nature.
   - Defects in material, design, construction or assembly.
   - Defects in, or malfunction of, machines or media connected or not, regardless of the brand, as well as defects of the described objects that are not specifically excluded, provided that a repair is necessary to ensure their normal use.
   - Vibrations, incorrect adjustment or alignment, accidental lack of lubrication or incorrect lubrication.

3. External factors
   - Short-circuits, interruptions and all other effects of the electrical current, when the cause is external to the damaged object.
   - Bumps, falls, penetration of foreign objects, frost, snow, storm, ice creep, and hail.
   - Overflowing of containers with liquids for appliances, or of water tanks.
   - Flooding, washing of watercourses, surface water or groundwater, insufficient drainage by the sewers.
   - Fire, smoke, underground fire, explosion and direct or indirect lightning strike, falling aircraft and/or meteor or parts thereof, shock waves either inside or outside the risk.
   - Demolition, clearance, extinguishment and rescue costs, total or partial collapse of the buildings containing the insured objects, untimely activation of, or accidental discharge of water, gases or other substances from an automatic extinguisher.
   - Movements to and from other destinations within the European Union as well as movements within the operating units, and worldwide for laptops and smartphones.
   - Movements in connection with maintenance, and/or repair, and/or overhaul, and/or inspection.

4. Catastrophes
   - Earthquake, landslide or subsidence, whirlwinds, tornadoes, hurricanes, floods, falling stones & rocks and in general any natural disaster.
   - Rescue costs:
     - in Belgium: governed by the legal provisions - Article 106 of the Belgian Law of 04.04.2014 on insurance - are insured up to an amount of 100% of the insured values with a maximum of EUR 18,592.014.35 (linked to the evolution of the consumer price index; base index is that of November 1992, i.e., 113.77 on the basis of 100 in 1988).
     - outside Belgium but within the EU: up to amount of 15% of the total sum insured of fixed and mobile equipment per school, with a minimum of EUR 2,500 and a maximum of EUR 250,000.

A. 2 - Automatic extension
Are also covered, the following damage and costs mentioned below, the total amounting to 50 % of the total new replacement value, with a maximum of **EUR 250,000** without application of the rule of proportionality, and in the order chosen by the chosen by the insured:

- Damage suffered by the bases or pedestal of the insured objects.
- Additional costs for work done outside normal working hours costs for work done outside normal working hours, for (accelerated) expedited transport, and the costs resulting from calling in technicians from abroad.
- Any other additional costs directly connected with the physical (material) repair of the damaged object.
- Are also insured on the basis of the actual costs paid but limited to 10 % of the total insured amount (in material damage of fixed and mobile equipment) the necessary clearing, demolition and reconstruction costs to be able to repair or replace the insured objects, to transport, dump, clean and treat the debris as well as the fire extinguishing costs, including the costs of recharging the fire extinguishers that are only used for the protection of the computer equipment.

**A.3 - Automatic cover for all new additional equipment**

It is agreed that in the course of the same insurance year all additional equipment will automatically be covered by the present contract up to an amount of **15 % of the total declared value**.

If, in the course of an insurance year, the total declared value would increase by more than 15%, the policyholder must report this to the Insurer and the additional premium will be charged on the part exceeding 15%.

In the event of damage, the proportionality rule will be applied if the total value of the equipment covered is higher than 115% of the last total declared value.

**A.4 – Exclusions**

The following damage may be excluded:

- Defects and faults that already existed when the insurance was concluded, and which were known to the insured.
- Experiments, tests or a use for which the objects are not intended (checking the proper functioning is not considered as a test).
- Keeping in service or the taking back into service of a damaged object before its final repair or before its regular operation has been repaired, except for a prior agreement of the insurer or the expert.
- Damage such as cracks, scratches, dents, as well as any damage of an aesthetic nature which does not impede the proper functioning of the insured objects.
- Damages for which a supplier, repairer, mechanic, seller is legally or contractually liable; and in particular the damage which is guaranteed by the sales contracts of the insured objects. Nevertheless, the Insurer shall indemnify the Insured if the supplier, repairer, mechanic, seller have not settled the claim within six (6) months after the occurrence or have declined their responsibility. However, the Insurer retains the right of recourse against the supplier, repairer, mechanic or seller.
o Intentionally caused by the Policyholder himself or with his complicity.

o Discovered during an inventory or inspection.

o Which are directly related to one of the following cases:

  a. civil war or war, revolution, or martial law.

  b. requisitioning in all its forms, full or partial occupation of the places where the insured articles are located, by a military or police force, armed or not.

  c. changes of atomic nucleus, generation of ionising radiation, except in the case of the destination of the insured material is related to an activity of which the use of this material is inherent in the production.

o Mysterious disappearance.

o For the equipment, except "laptops" and "desktops", the electrical or mechanical damage and/or loss caused by the defect in material, design, construction, or assembly faults are excluded unless a maintenance contract with the suppliers or the constructor has been subscribed to.

o Virus & Hacking

o Normal wear and tear.

o Damage to the insured objects entrusted to the care of a transport company.

o Indirect damage or loss such as loss of use, business interruption, loss of profits, fines, etc. (unless otherwise stipulated in the Special Terms).

o Gradual damage by any chemical, thermal, atmospheric or mechanical destruction, thermal, atmospheric or mechanical destructive factors, such as corrosion, water vapour, except when the damage is the result of an accidental cause.

o Terrorism, except for legally mandatory provisions.

A.5 - Declared value

The declared value shall be determined by the Insured and under his responsibility.

It must for each object be equal to its new replacement value, that is to say, to the price without discount of a new object, identical in all respects, with the same properties, functions and performance, or in the absence thereof, if the item is no longer available on the market, of the model that replaces the equipment of the same type with equipment having as much as possible the same characteristics, functions and performance, purchased separately, plus the cost of packaging, transport and installation costs, as well as any taxes and duties, except for value added tax to the extent that the insured is able to recover it.

Involuntary improvement as a result of the non-availability on the market of an equivalent item cannot be for the account of the insured, insofar as the intervention of the insurers is not higher than what it should have been.

Involuntary error or omission in the declaration of insured values will not be charged to the insured.

A.6 – Declaration of claims

In the event of a claim which gives or may give rise to a right to indemnity, the insured must, within eight days of the date on which he/she became aware of it, notify the Insurer of the claim and inform
A.7 – Indemnification

1. Repairable damage

In case of reparable damage (if reparation is possible in the opinion of the experts), the "labour" costs and the costs of the "materials and spare parts" necessary to repair/restore the damaged items to their operating condition prior to the claim, are limited to the amount that would have to be paid in the event of non-repairable damage.

This limitation does not apply to the costs referred to under damage occurred to the bases of the insured objects and the additional costs for work done outside normal working hours, for expedited transport and the costs resulting from calling in technicians from abroad.

2. Non-repairable damage

In the event of non-repairable damage or loss, the compensation shall be in new replacement value, increased by the costs for the base (pedestal) of insured objects, additional costs for work outside normal working hours / expedited transport/technicians from abroad.

The replacement may be made by another type of device with the same functionalities for the user.

3. Residual value:

The value of any residues shall be deducted from the aforementioned in addition to the deductible provided for in the section “Deductible”.

4. Proportionality rule

The proportionality rule will not be applied if the total new replacement value is less than or equal to 115 % of the declared new replacement value (after application of the automatic coverage of 15%).

5. "Labour" costs

“Labour” costs shall be calculated as follows:

- By taking into account "labour" costs and travel expenses for disassembling, repairing of the objects concerned, taking into account the applicable wages and travel costs charged for work during normal working hours.
- The additional costs for work done outside normal working hours, as well as for the deployment of technicians from abroad, if necessary (see sublimit in schedule).
- By adding taxes to the amount of the expenses, except for the value added tax to the extent that it is recoverable by the insured.

6. Costs of "materials and spare parts”

The costs of "materials and spare parts" are calculated as follows:

- By taking into account the costs as well as the transport costs of these materials and spare parts in the most economical way.
- The additional costs of accelerated transport on top of the insured amounts, if necessary, (with sublimit: see schedule).
- By increasing the amount of the expenses with duties and taxes, except for the value added tax to the extent that it is recoverable by the insured.

7. Non-replacement

in the event that the damaged equipment is not repaired or replaced: new replacement value minus wear and tear on the day of the damage.

A.9 - Costs of experts/surveyor

If the insured wishes to call upon an expert to assist him/her in the preparation and determination of the claim amounts, the Insurer will reimburse the Insured for these costs and fees (including in the event the damage turns out to be less than the deductible or is not covered).

The cost of this expert appraisal shall be limited either to the amounts specified in the schedule "Expert appraisal" of the Insurer or limited to the fees actually paid with a maximum of EUR 25,000, whichever is the most favourable formula for the insured.

Are also covered under the same conditions the part of the fees of a third-party expert, whom the insured has ordered.

The whole of the costs covered under this policy clause shall be paid after each occurrence.

A.10 – Arbitration

If the claim is not settled amicably, two experts will be called in, one appointed by the insured and the other by the Insurer.

They will have the task of irrevocably establishing the amount of the damage, the new value and the actual value of the damaged items. They will also be charged with giving an opinion on the causes of the damage.

If the experts do not agree, they will appoint a third expert with whom they shall cooperate in order to decide by majority vote.

If one of the parties does not appoint its expert or if both experts disagree on the choice of the third, then, at the request of the first party to take action, the appointment shall be made by the President of the Court of First Instance at the location of the Insured /the school/. If one of the experts does not fulfil his/her task, he/she will be replaced according to the same procedure, without prejudice to the rights of the parties.

Each party shall bear its own costs of expert examination. The costs of the third appointed expert, even ex officio, shall be borne by the Insurer and the insured, each for 50%.

The expert examination or any performance with a view to the assessment of the damage shall in no way affect the rights and exclusions which the Insurer may invoke against the insured.

A.11 – Recourse
The insurer shall be liable for the rights and claims of the insured up to the insured amount of the policy. The Insurer, however, waives any recourse it may have against:

1. All insured parties.

2. Members of the staff of the insured school and Persons residing with them.

4. The suppliers who distribute electric current, gas, steam, water by means of pipes or cable, sound, images and information and in relation to whom and to the extent to which the insured has had to waive recourse.

5. The landlord of the insured if its rental or occupants’ agreement provides for such waiver of recourse.

6. The policyholder in the context of "the insurance on whose account it belongs".

7. All persons in whose favour a waiver of recourse for damage is given.

However, in case of malice, intentional misconduct and intentional causing of damages by the categories mentioned above, the company retains its right of recourse.

A.12 – Cancellation

The insurer waives its right to cancel the policy after each claim.

A.13 - Competent court

All disputes between the parties fall exclusively within the competence of the jurisdiction, law, and courts of the country where the insured entity is situated.

B. ADDITIONAL OPERATING COSTS

The additional operating costs are covered during a 12-month period up to 10% of the total insured capital, unless otherwise agreed in the Special Conditions of the policy.

B.1 – Coverage additional operating costs

The Insurer will indemnify the Insured for the additional costs reasonably incurred, with the sole purpose of:

1.1. To prevent or limit the impaired functioning of the damaged object.

1.2. To be able to continue the normal work performance of the computer equipment when, as a result of an accidental damage, the buildings in which the computer equipment is installed have become inaccessible.

1.3. When, as a result of an access prohibition issued by the Civil Authorities, the buildings are inaccessible.
2. These costs may include:

2.1 The costs of hiring replacement equipment or machinery with the same characteristics as the damaged one.

2.2 The cost of work done by a third party.

2.3 The cost of carrying out work by manual methods while waiting for the repair of the damaged object.

2.4. The costs for temporary staffing.

2.5. The costs for overtime worked by the staff of the insured party.

2.6. The costs for complete or partial transfer of the equipment, as well as the costs for transport of parts to or from other locations.

2.7. Other costs relating to the damage and during the period of indemnification.

B.2 – Exclusions: the following may be excluded:

1. Costs resulting from faulty programming, input, as well as loss of information through the influence of magnetic fields or erasure due to an incorrect operation.

2. Costs of making alterations or improvements to the working, recording or processing systems or methods, or costs incurred to extend information processing to activities that were not performed before the loss.

3. "Virus and Hacking":

There is no cover in relation to the additional operating costs and reconstitution costs of data and programmes and/or any other costs resulting from:

- The transmission or introduction of a computer virus.
- Unauthorised access to equipment and computer systems.
- Disruption of equipment and computer systems
- Damage resulting from the misinterpretation, use or misuse of data and only in the context of "Virus and Hacking".

B.3 - Indemnification

The compensation is determined by the costs reasonable incurred and this without application of the proportionality rule.

If there are differences of opinion regarding the possibility of repair or replacement, the Insurer will only be bound to pay the covered costs for the shortest period necessary to either repair or replace the affected object.

In no case shall compensation exceed the sum insured as stated in the Special Conditions of the policy.
C. **RECONSTITUTION COSTS (information and programmes)**

The reconstitution costs are covered up to an amount of 10% of the insured capital, unless other agreements are made in the Special Conditions of the policy.

D.1 – Coverage

The Insurer shall reimburse, following a covered material damage claim, the costs of the reconstitution of the information which, at the time of the accident, was carried on the disks, cards, tapes and other insured data carriers, as well as the costs resulting from the reconstitution of the disks, cards, tapes and other insured data carriers as well as the costs resulting from the loss or alteration of the data.

The reconstitution costs must be strictly necessary and incurred within 12 months following the date of the claim, and include:

1. the salaries and wages of additional temporary staff assigned to the compilation, the settlement or the transfer of the information to be reconstituted on new media, during or outside normal working hours, equal to the situation that existed just prior to the claim.
2. the rental costs for temporary premises and/or machines and equipment and/or the costs for necessary deliveries, other than those relating to the data carriers themselves.
3. the rental charge per hour of the data processing equipment used by the insured or by a third party, but only to the extent that such equipment serves to process the information and/or to transfer the latter to data carriers.
4. All other costs directly incurred as a result of the search, arrangement or transfer of the information to be reconstituted on data carriers, as well as the additional costs as a result of the reconstruction of the information on other information processing systems in the event that the original information processing systems can no longer be used.

D.2 - Exclusions

The following may be excluded from insurance:

1. The costs arising from poor programming, tendering, punching, insertion.
2. The costs of making alterations or improvements to the working, recording or processing systems or methods, as well as the costs incurred to extend the processing of information to activities which were not performed before the damage occurred.
3. Exclusion of "Virus and Hacking"

Moreover, there is no cover in relation to the additional operating costs and reconstitution costs of data and programmes and/or any other costs resulting from:

- The transmission or introduction of a computer virus.
- The unauthorised access to equipment and computer systems.
- The disturbance of equipment and computer systems.
- The damage resulting from misinterpretation, use or abuse of data and only in the context of "Virus and Hacking".
D. 3 - Indemnification

The compensation is determined by the reasonable costs incurred, without application of the proportionality rule. In no event shall the reimbursement exceed the sum insured.

Section II – ARE Additional coverage

Transport clause/ Mobile equipment:

The mobile equipment is covered worldwide by this policy.

A. Transport by air or water:

Damage to the insured items, whatever the cause, if they are transported in an aircraft, ship or other vessel, is insured in so far as the insured goods were transported as hand luggage and were NOT stowed in the cargo space of the aircraft or vessel.

B. Land transport:

The vehicle must have a roof made of hard material, be locked, and the insured equipment must be stored in the trunk or in any other place of the vehicle not visible from the outside.

Indirect losses

The amount of the indemnification shall be increased by a fixed amount of 10%, with a maximum of EUR 1,000 to cover any loss, costs and disadvantage suffered as a result of the covered claim.
LOT II: GENERAL LIABILITY

These specifications include the minimum requirements. According to Annex 3 “Technical Tender Form” of the Administrative specifications of this tender and the provisions of the draft Framework contract, the specifications below have priority and take precedence on any special and general conditions of the insurer.

**Insureds:**

| Office of the Secretary-General of the European Schools (OSGES) | Rue de la Science 23 in 1040 Brussels, Belgium |
| European school Brussels I | 46 Av. Du Vert Chasseur in 1180 Brussels |
| European school Brussels II | 75 Av. Oscar Jespers in B-1200 Brussels |
| European School Brussels III | Boulevard du Triomphe, B-135 - 1050 Brussels. |
| European School Brussels IV | Drève Sainte-Anne 86, B-1020 Brussels (Laeken) |
| European School Mol | Europawijk 100 in B-2400 Mol. |
| European School Luxemburg I | 23 Bd Konrad Adenauer, L-1115 Luxembourg/Kirchberg |
| European School Luxemburg II | 6 Rue Gaston Thorn, L-8268 Bertrange |
| European School Frankfurt | Praunheimer Weg 126, D-60439 Frankfurt am Main |
| European School Karlsruhe | Albert-Schweitzer-Straße 1 in D-76139 KARLSRUHE |
| European School München | Elise-Aulinger-Straße 21 in 81739 Munich/Germany |
| European School Varese | Via Montello, 118 - 21100, Varese/ Italy. |
| European school Alicante | Avda. Locutor Vicente Hipólito s/n, 03540 Alicante, Spain. |
| European School Bergen | Molenweidje 5/PB 99, NL-1862 Bergen |

**Inception date:**

- **1 September 2022** for all Belgian schools, ES Varese and ES Alicante.
- **1 January 2022** for OSGES, European schools Luxemburg I & II, German schools.
- **1 October 2022** for ES Bergen.

**Insureds and Insured activities:**

- **Office of the Secretary-General of the European schools (OSGES):** all activities making part of the duties of the OSGES, such as advice and assistance to the European Schools in pedagogical, administrative, financial, legal and human resources matters, representing the Board of Governors and chairing the Administrative Boards of the European Schools, organising the accreditation procedure for Accredited European Schools, guaranteeing the coherence and smooth operation of the European schooling system, the activity of the Central accounting officer of the European schools.

- **Schools:**
School life, intra and extra muros, during and after school hours, even during holidays in the country of the school or abroad, without any limitation other than:

- Pupils/students: must be under the supervision of the school organisation.
- School director, deputy-directors, management, administrative and teaching or supervising staff during the execution of their normal duties, and also every paid or unpaid person charged with an assignment that concerns the school activities.

The schools are also acting in its capacity as owner (sport installations included), caretaker, operator of the school, organiser of events such as theatre performances, congresses, school trips, excursions, and educational activities outside school hours (non-limitative description), including liability arising out of students on the way to and from school by all means of transport.

**School activities** include insured activities such as (but not limited to) the organisation of supervision, management of education, seminars, physical education, and related services such as the canteen, employment of teachers, administrative & ancillary personnel and seconded staff, including the occasional provision of school facilities to third parties and organisation of events (open door day, parents’ meetings, school feast, a concert...).

The insureds are, beside the policy holder, the personnel, students, volunteers & trainees (in so far the latter are not insured somewhere else), including also the school committee, the authorities where the school is depending on, directors, all persons with a temporary mission or delegated authority, persons appointed as supervisors of students (also on the bus, and even for students from other schools), and legal representatives of the policyholder and such persons employed by the policyholder to manage or supervise the insured school or a part thereof, e.g., specialists for safety and health at work, environmental protection, data protection and/or waste disposal.

The insured staff includes the employees of other external companies who are integrated into the activities of the policyholder, for liability caused by them in the course of their work.

Employed school doctors and medical personnel, also in the case of first aid provided outside the school (unless they can rely on an independently concluded liability policy on the moment of an incident).

It is explicitly agreed that all trips/voyages in the country where the school is situated and abroad organised by the school are covered in relation with possible liabilities.

**Coverage:** subject to the provisions in these specifications, the policy has to cover always as a minimum the legal extra-contractual liability, stemming from the “insured activities” listed approximately above and established by the law.

**Premium:** calculated as a fixed amount per school – taking into account e.g. the number of students/personnel in the excel table - Annex N’1 to these Technical specifications.

**Deductible:** EUR 250 per occurrence for material damage & immaterial consequential loss.
Nihil for bodily injury.

**Geographical scope:** worldwide

**Insured limits:** per incident (per school) unless otherwise indicated:

<table>
<thead>
<tr>
<th>Category</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily injury and consequential immaterial damage per loss:</td>
<td>EUR 12.500.000</td>
</tr>
<tr>
<td>Material damage and consequential immaterial damage per loss:</td>
<td>EUR 2.500.000</td>
</tr>
<tr>
<td>Pure immaterial loss, per loss</td>
<td>EUR 250.000</td>
</tr>
<tr>
<td>Goods in custody &amp; immaterial consequential loss</td>
<td>EUR 50.000 per incident and EUR 100.000 per year (per insured entity)</td>
</tr>
<tr>
<td>Sudden &amp; Accidental pollution to third parties</td>
<td>EUR 250.000 per incident</td>
</tr>
<tr>
<td>Damage to objects caused by trainees in companies</td>
<td>EUR 25.000</td>
</tr>
<tr>
<td>Liability for equipment rented or leased &lt;30 days</td>
<td>EUR 50.000 per incident and EUR 100.000 per year</td>
</tr>
<tr>
<td>Professional indemnity, per loss (including e.g., prevention, health &amp; safety advisor, teachers, accountants, authorising officers, and (para)medical staff):</td>
<td>EUR 650.000</td>
</tr>
<tr>
<td><strong>LEGAL DEFENCE (civil &amp; criminal defence)</strong></td>
<td></td>
</tr>
<tr>
<td>Civil</td>
<td>Included in sum insured above (general limit)</td>
</tr>
<tr>
<td>Criminal</td>
<td>EUR 25.000</td>
</tr>
<tr>
<td>Legal protection (= extra-contractual)/Recovery costs</td>
<td>EUR 25.000</td>
</tr>
<tr>
<td>Insolvency of third parties</td>
<td>EUR 25.000</td>
</tr>
<tr>
<td>Legal defence for employment matters</td>
<td>EUR 12.500 per loss and EUR 25.000 per year</td>
</tr>
<tr>
<td>Claims regarding public procurement:</td>
<td>EUR 50.000 limit per occurrence and per year.</td>
</tr>
<tr>
<td>Employment (moral harassment, discrimination, sexual harassment, violence on the workplace, slander, humiliations, wrongful refusal of employment, assignment, or nomination)</td>
<td>EUR 50.000 limit per occurrence and per year.</td>
</tr>
</tbody>
</table>

**(Deviating) Insured Limits in Germany**

per occurrence and per insured entity unless stated otherwise:

<table>
<thead>
<tr>
<th>Category</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material damage and consequential immaterial damage per loss:</td>
<td>EUR 10.000.000 per incident and 20M per year</td>
</tr>
<tr>
<td>Environmental liability (Umweltschadenversicherung)</td>
<td>EUR 5.000.000 per incident and per year</td>
</tr>
</tbody>
</table>

The other sublimits for German schools are as per the schedule above, applicable to all schools.
Coverage in Germany that we would like to maintain as a minimum requirement:

- Allgemeine Versicherungsbedingungen für die Haftpflichtversicherung (AHB) / General Insurance Conditions for Liability Insurance (AHB).
- Zusatzbedingungen für die Betriebs-und Berufs-Haftpflichtversicherung von Bildungseinrichtungen / Supplementary conditions for the business and professional liability insurance of educational institutions.
- Zusatzbedingungen für die Nutzer von Internet-Technologien / Additional conditions for users of Internet technologies.
- Risikobeschreibungen und Besondere Bedingungen für die Betriebs-und Berufs-Haftpflichtversicherung- Profi-Schutz für Handel, Handwerk, Dienstleister und freie Berufe / Risk descriptions and special conditions for business and professional liability insurance - professional protection for trade, crafts, service providers and freelancers.
- Umwelthaftpflicht Basisversicherung / Environmental liability basic insurance.
- Besondere Bedingungen für Betreibs-und Berufshaftpflichtversicherung für die Versicherung der Haftpflicht aus Gewasserschäden – ausser Anlagenrisiko sowie Abwässeranlagen-und Einwirkungsrisiko / Special conditions for business and professional liability insurance for the insurance of liability arising from water damage - except plant risk and waste water plant and impact risk.
- Liability claims arising out of Social law, i.e., Paragraph 110, Social Gesetzbuch VII, are insured.

(Deviating) Insured Limits in the Netherlands:

| Material damage and consequential immaterial damage per loss: | EUR 10.000.000 per incident and 20M per year |

Clauses (all entities):

- Volunteers included (working for the school or for the benefit of the students or supporting educational, humanitarian aid, and religious education activities during or outside school hours and including school holidays).

- Internships of students:
  - Civil liability & legal defence including goods in custody (= goods entrusted, lent or rented that can be used, hold, worked upon, repaired or transported).
  - Legal Liability of students as trainees (Internship up to 3 months) in an external company is covered.

- Coverage liability & legal assistance includes also persons from outside the school (for example visiting students or teachers) not having any right of indemnification by an Accident at Work insurer, and who with the agreement of the school management, are performing tasks associated with school activities or are participating at events organised by the school.
- **All travelling/ voyages are automatically included without prior declaration.** Moreover, there is no additional premium for trips comprising winter sports, even if they are of more than 3 days.

- The general liability of all insured entities includes, but is not limited to:
  - Professional liability of health, safety and prevention advisor.
  - Professional liability cover for Accountants, Central Accounting officer of the European schools and his/her assistants, Authorising Officers, Financial controller and/or internal auditor.
  - Professional liability for (para)medical staff and independent doctors is included (regarding the latter, his personal liability excluded).
  - Liability while working at home.
  - Application of Medical First aid in case of an emergency.
  - Personal legal liability of former employees who have left the service of the policyholder remains insured for activities during the insurance contract.
  - Legal defence:
    - Claims based on law on public procurement: EUR 50.000 limit per occurrence and per year.
    - Claims concerning Employment (moral harassment, discrimination, sexual harassment, violence on the workplace, slander, humiliations, wrongful refusal of employment, assignment, or nomination: EUR 50.000 limit per occurrence and per year.
  - Civil liability in respect of damage caused to buildings & installations, occasionally used or occupied, owned by private persons, companies or communities.
  - **Errors & omissions**, negligence, imprudence, and similar acts that can be considered as a fault. Cover has been extended also to unintentional non-declared additional risks, after inception of the insurance policy, that are within the scope of insured activities and not excluded in the particular or general conditions. The policyholder is obliged, as soon as he becomes aware of the omission, to report it immediately and to pay the premium to be agreed thereafter as from the occurrence of the risk.
  - **Personal liability of teachers, students and parents** (for performing tasks and/or duties for the school) in so far the parents are not already insured for the same risks in another policy.
  - **Food intoxication/poisoning** included.
  - **Cross-liability** between students, and/or between students and teachers or vice versa, between teachers, as well as liability of students versus all other third parties, due to bodily injuries (not representing occupational accidents or occupational diseases) and/or property damage.
  - **Liability for material, tools and all other machinery, buildings rented or at disposal** of the school (building of the state excluded, if covered by occupants’ liability in the Fire policy, or included in case not insured in the Fire policy – Lot I).
  - **Non-paid persons attending activities** (even temporary) of the Insured, in so far they have no personal liability cover.
- Liability as owner, tenant, lessee and usufructuary of land, buildings or premises used for the insured or for the residential purposes of the policyholder and his employees or which are rented, leased or otherwise made available to third parties.

- **As builder and contractor of construction work** (new buildings, conversions, repairs, demolition, earthworks) in so far as no separate policy for this purpose is concluded.

- Liability arising out of the existence and operation of medical first aid and an own firefighting team (if applicable).

- **Liability arising out of social facilities** for persons associated with the school which are exclusively destined for the insured school (e.g., kindergartens, canteens, swimming pools), from the provision of places, rooms and equipment to the school's sports community.

The insurance does NOT cover the liability arising from the activities of the sports club or the personal liability of the members arising from their activities in this sports club.

- **Events** (e.g., school parties, school outings) and participation in congresses, exhibitions, trade fairs and markets.

- **From repair and/or assembly work customary in the sector.**

- **Occupants’ liability**: in case of no cover in a Material Damage insurance contract or in excess of this cover, and this up to the maximum sum insured of the General Liability cover.

- **Damage or loss of property belonging to employees and visitors** (excluding money, credit cards, documents, jewellery and valuables, and in so far no other insurance is picking this up).

- **Damage abroad due to school trips, business trips** and/or from participation in congresses, exhibitions, trade fairs and markets, including legal defence.

- **Legal liability arising out of damage to third-party property including consequential financial loss is covered:**
  - as a result of a commercial or professional activity of the policyholder on these objects.
  - because the policyholder used these items to carry out his professional activities (as tools, aids, storage, for repair or other purposes) and these objects were in the direct sphere of influence of the activity.

Insofar as other insurances exist (in particular property insurances), insurance cover is only provided if and insofar as the other insurer is not liable for the damage incurred.

- Excluded are liability claims due to **processing damage** to such items which are or have been on the policyholder’s premises for subcontracting or processing.

- **Liability arising out of motor vehicles and trailers** (not subject to registration and mandatory insurance);
  - Motor vehicles of all types with a maximum speed of not more than 10 km/h,
  - Lift trucks and forklift trucks with a maximum speed not exceedingly more than 20 km/h.
  - Self-propelled machinery with a maximum speed of not more than 20 km/h.
  - Trailers.
- **(Pipe)Line damage**
  Liability for damage to underground pipelines, water pipelines, cables, underground channels, gas pipes and other lines, overhead lines and all resulting financial losses.

  This cover shall also apply if the damage is caused by environmental impact.

  Insofar as other insurances exist (e.g., building liability insurance), cover shall only be provided if and to the extent that the other insurer is not liable for the damage.

- **Costs of remedying defects and loss prevention**
  Insofar as a defective work results in property damage, cover includes costs which are necessary to make the defective work accessible for remedying the damage and to restore it to its previous condition (ancillary costs of remedying defects), as well such costs when no material damage has occurred, and the policyholder proves that such damage is imminent and necessary to expose/access the defective work taking into account cost-benefit considerations.

  Costs incurred by the policyholder for the defect in the work itself as well as other financial losses resulting from the defect, which are not the consequence of material damage to property are not insured.

  Maximum compensation: EUR 10,000.00 per insured event, and EUR 20,000.00 for all insured occurrences in one insurance year (per insured entity).

  Insofar as other insurances exist (e.g., building liability insurance), cover shall only be provided if and to the extent that the other insurer is not liable for the damage.

- **Damage to rented property (rooms and buildings)**
  Legal liability for damage to rented rooms and buildings for business purposes, including business trips, including financial losses and environmental impact (in Germany: Umwelthaftpflicht Basisversicherung) resulting therefrom.

  This does not apply to furnishings, production facilities, as well as to rented residential space and its furnishings.

  Insofar as other insurances exist (e.g., building liability insurance), cover shall only be provided if and to the extent that the other insurer is not liable for the damage.

  Excluded are:
  - Wear and tear as an unavoidable consequence of an operational activity.
  - Damage to heating, machinery, boiler and hot water systems, lifts, electrical and gas appliances, if attributable to (a lack of) maintenance or repair.
  - Damage covered in accordance with the Fire Insurance contract.
- **Outsourcing**
  Liability arising from the fact of outsourcing to external companies to carry out work in the interest of the insured entity. The insurance does not cover the personal legal liability of the external companies and their employees.

- **Damage to rented equipment**
  Damage to work machines or other equipment of third parties which are not subject to compulsory insurance, which have been rented or leased out to the policyholder for a maximum period of 30 days, as well as consequential financial losses.
  Excluded: transport and wear & tear.
  Max. sum insured: EUR 50.000/Incident and EUR 100.000/year (per insured entity).

- **Sudden and accidental Environmental liability is covered** (in Germany this is as per the Umwelthaftpflicht-Basisversicherung, based on the German Environmental Damage Act).

- The insurer waives its right to cancel the policy after a damage or loss occurred. Both parties can cancel the policy at the end of each policy year taking into account a period of notice of at least 6 months.

- The maximum duration of the Framework contract will be 5 (five) years, including an initial term of 1 year and four possible tacit renewals for the same period.

- The premium rates, deductible, terms & conditions remain in force during the full duration of the agreed insured period /up to five years/.

**INFORMATION TO INSURERS**

**ES BRUSSELS I:**

Declaration to insurers in 2020:

  - Persons, not belonging to the school, participating to (para)school activities: 278.
  - Student visitors: 166.

**ES BRUSSELS IV:**

- Insured Persons not directly belonging to the school: 105.

**ES Mol:**

- Volunteers and /or people participating to activities: 5.
- Personnel or students as trainees (internship) or as supervisor of such training: 5

**ES Frankfurt**

- Parents’ Association Eurokids: insurance clause in the contract ES Frankfurt / Eurokids (II. art. 5): “… in case of damage to the property, through Eurokids activities on ESF school grounds,
or vice versa, each party agrees to reimburse or offer an alternative replacement of the same value. ESF and Eurokids shall ensure adequate insurance coverage for their own premises and the use of the other party’s premises”.

For more general details about the insured entities we are referring to the Risk profiles per school in the initial section of these Technical specifications.

In respect with General Liability, we would also like to refer to the insurance clauses in the General Rules and different service Regulations of the European Schools, stating the obligation for schools to contract a liability insurance in respect of third parties:

- Service Regulations for Locally Recruited Managerial Staff of the European Schools /Document ref. 2020-04-D-23-en-1/- see Annex 6.

Please also read the “special note” in the lot about material damage (I.2. Concept of particular conditions) for all insured entities where we mention the coverage related to countries subject (or not) to the Napoleonic code with respect of recourse of tenants/occupants/third parties and neighbours.
**LOT III: ACCIDENTS AND NATURAL DEATH of the seconded personnel**

These specifications include the minimum requirements. According to Annex 3 “Technical Tender Form” of the Administrative specifications of this tender and the provisions of the draft Framework contract, the specifications below have priority and take precedence on any special and general conditions of the insurer.

### III.1. General provisions

**Policy holders:**

The Office of the Secretary General of the European schools (OSGES) – as a lead contracting authority OSGES will sign the Framework contract, acting on its name and on behalf of the insured European schools, enumerated in the “Insureds” section below;

Individual schools – will be policy holders and signatories of their specific insurance contracts.

**Inception date:** 01/01/2022.

**Duration of the Framework insurance contract:**

1 year, with four yearly tacit renewals for 1 year each, unless terminated six months before the expiry date of the contract by registered letter by one of the contracting parties (maximum duration up to and including 2026).

The period of notice for both parties is minimum 6 months before the end of each insured period of 1 year. Notice is not necessary during the last fifth year of the (framework) contract, when a further tacit renewal is no longer possible.

For more details please see the attached draft Framework contract.

**Insureds:**

1. The Office of the Secretary General of the European schools, Brussels/Belgium (OSGES).
2. European school I, Brussels/Belgium.
3. European school II, Brussels/Belgium.
4. European school III, Brussels/Belgium.
5. European school IV, Brussels/Belgium.
7. European school Luxemburg I
8. European school Luxemburg II
9. European school Frankfurt, Germany.
10. European school München, Germany.
11- European school Karlsruhe, Germany.
12- European school Varese, Italy.
13- European school Alicante, Spain.
14- European school Bergen, the Netherlands.

See also pages “Salary mass” and “No staff and students” of the attached excel /Annex No 1/

Description of the risk

This policy is underwritten in favour of the above-mentioned Insureds for which the OSGES acts as a Leading contracting authority.

Overview of requested coverage:

<table>
<thead>
<tr>
<th>Insured entity</th>
<th>Accidents Professional Life</th>
<th>Accidents Private Life</th>
<th>Natural death</th>
</tr>
</thead>
<tbody>
<tr>
<td>OSGES</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff only</td>
<td>Seconded staff with family allowance</td>
</tr>
<tr>
<td>ES Brussels I</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff only</td>
<td>Seconded staff with family allowance</td>
</tr>
<tr>
<td>ES Brussels II</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff only</td>
<td>Seconded staff with family allowance</td>
</tr>
<tr>
<td>ES Brussels III</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff only</td>
<td>Seconded staff with family allowance</td>
</tr>
<tr>
<td>ES Brussels IV</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff only</td>
<td>Seconded staff with family allowance</td>
</tr>
<tr>
<td>ES Mol</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff only</td>
<td>Seconded staff with family allowance</td>
</tr>
<tr>
<td>ES Lux I</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff + LRT, AAS, LRMS</td>
<td>Seconded staff with family allowance</td>
</tr>
<tr>
<td>ES Lux II</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff + LRT, AAS, LRMS</td>
<td>Seconded staff with family allowance</td>
</tr>
<tr>
<td>ES Frankfurt</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff only</td>
<td>Seconded staff with family allowance</td>
</tr>
<tr>
<td>ES Munchen</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff only</td>
<td>Seconded staff with family allowance</td>
</tr>
<tr>
<td>ES Karlsruhe</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff only</td>
<td>Seconded staff with family allowance</td>
</tr>
<tr>
<td>ES Varese</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff + LRT, AAS, LRMS</td>
<td>Seconded staff with family allowance</td>
</tr>
<tr>
<td>ES Alicante</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff + LRT, AAS, LRMS</td>
<td>Seconded staff with family allowance</td>
</tr>
<tr>
<td>ES Bergen</td>
<td>Seconded staff/Inspectors/trainees/job candidates</td>
<td>Seconded staff + LRT, AAS, LRMS</td>
<td>Seconded staff with family allowance</td>
</tr>
</tbody>
</table>

- **Coverage “accidents”:** see III.2 below.
- **Coverage “natural death”:** ONLY for the seconded staff with family allowance (see details below in III.3.).

- **Transport:** the insureds may use bicycles, mopeds, (kick)scooter, motorbikes and automobiles, as passengers or drivers, as well as any public means of transport.

- **Members of insured staff temporarily seconded or placed at disposal** of other organisations, companies, and so forth., will be covered as well, subject to declaration of their remuneration.

- **Members of non-active staff** who, although not required to perform their actual duties in the service of OSGES or the European Schools for a specified period and receiving during that

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5 LRT – Locally recruited teachers
6 AAS – administrative and ancillary staff
7 LRMS - Locally recruited managerial staff
period an amount corresponding to their previous basic salary, or part thereof, shall continue
to benefit from the guarantees of the policy provided that this amount has been included in
the declarations to be made by the OSGES or the school involved.

- **Members of staff on leave /absence for personal reasons**, whose last salary continues to be
declared by the Policyholder or the schools, are also covered by the policy, but this cover does
not extend to accidents occurring as a result of a different or new professional occupation.

- **Unpaid trainees** at the European School. For both the calculation of the premium and the
calculation of the guarantees, a fictitious flat-rate annual basic salary of EUR 2,500 per trainee
is taken into account.

- **Each Insured**: automatically covered from the date of his engagement by the Policyholder or
the schools.

- **Seconded staff**: the insurance covers each Insured from the moment he leaves the country
where he lives or resides to reach his post, till he leaves the service of the Policyholder or one
of the schools and this including his return to his country of origin or residence, provided that
the insured travel be direct from one place to another.

If the travel is substantially delayed “en route” or there is a deviation from the direct route the
insurance cover continues, but only if the Insured gives prompt notice of such delay or
deviation immediately on receipt of advice. In this case the insurer has the right to ask payment
of an additional premium.

- **Applicants for employment**, summoned by the Policyholder for a job as seconded staff, are
covered during their outward and return journeys and during their stay of normal duration at
the OSGES or one of the schools.

**Premium**: deposit premium (estimated at 75% of the premium volume) with adjustment at the
beginning of each new contractual year:

<table>
<thead>
<tr>
<th>Role</th>
<th>Contribution Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seconded staff</td>
<td>% of the total amount of basic salaries paid for each budget year (*)</td>
</tr>
<tr>
<td>Locally recruited teachers – private life (not applicable for Belgian and German schools)</td>
<td>% of the total amount of basic salaries paid for each budget year (*)</td>
</tr>
<tr>
<td>Administrative &amp; Ancillary personnel – private life (not applicable for BEL and GE schools)</td>
<td>% of the total amount of basic salaries paid for each budget year (*)</td>
</tr>
<tr>
<td>Locally recruited managerial staff (LRMS) – private life (not applicable for BEL and GE schools)</td>
<td>% of the total amount of basic salaries paid for each budget year (*)</td>
</tr>
<tr>
<td>Inspectors during their missions on behalf of the OSGES/schools /average of 900 man days per year expected/</td>
<td>X EUR/day (**).</td>
</tr>
</tbody>
</table>

(*) basic salary: yearly brut salary, WITHOUT any (family, residence…) allowance, with a maximum of
EUR 120,000 per person.

(**) At the end of each insurance year, a statement by the schools must be made of the number of
days of attendance per inspector during the previous calendar year.
**CLAUSES**

- **Sufficient knowledge**: The Insurer declares that it has sufficient knowledge of the risk and dispenses the Policyholder from further information in this respect.

- **Waiver for making the following declarations**:

  a) **Exemption from declaring other "Individual" insurances** (taken out privately by the Insured persons themselves).

  b) **Exemption from declaring infirmities (handicaps) and illnesses**

     The policyholder and the schools are exempted from declaring to the Insurer any infirmities or illnesses which an insured person may suffer or may subsequently suffer. This person is and will remain insured.

     It is understood, however, that if an illness, infirmity or sickness causes an accident or aggravates its consequences, the Insurer shall only be liable to pay compensation for the consequences that the accident would probably have had without the intervention of the illness, infirmity or sickness.

  c) **Exemption from declaring minor accidents**

     The Policyholder and the schools are exempted from declaring to the Insurer accidents which they consider to be benign, it being understood that no (gross) negligence or wilful misconduct may be invoked against them in the event of a subsequent aggravation of an undeclared case.

     The declaration becomes compulsory as soon as there is incapacity for work or medical intervention.

- **Errors & omissions**

  Any inaccurate declaration, error or omission on the part of the Policyholder or one of the schools shall not be considered as (gross) negligence or wilful misconduct and/or application of any penalties if this was committed in good faith.

  As far as declarations are concerned, they will give rise to a simple adjustment of the premium with the actual data, except in the case of bad faith.

- **Delay**

  Where the omission of an act to be performed within a specified time limit should lead to any repercussion from the Insurer, this will have no effect if it is established that the delay was due to force majeure and that the omission was remedied as soon as possible.

- **Time bars (Limitation period)**

  Any time limit shall only be triggered from the day on which the policyholder becomes aware of the accident. Any action to undertake is not time-barred at least until the expiration of three years after the event giving rise to it.

  In the event that, after the victim’s financial rights have been settled on the basis of a permanent disability rate corresponding to the medical reality of the time, there is an aggravation of the initial rate, which is itself causally related to the event which gave rise to
the initial permanent disability, a new limitation period begins to run from the time the victim provides the insurers with the new medical certificate drawn up by the treating physician.

However, the insurers will not accept any claim for compensation for an increase in the initial permanent disability rate that is submitted to the insurers after a period of three years from the date of the insurers’ previous decision establishing recovery or fixing the initial permanent disability rate following the first consolidation of the injuries.

• Claims handling

a) In the event of a claim, the Policyholder may only be deprived of his rights for non-payment of the premium after a formal notice has been served by registered letter and has remained without effect for at least fifteen days after its date of postmark.

b) The Insurer, in order to decline coverage, will have to establish by all means that a declared accident falls under one of the exclusions of the policy.

• Arbitration

The policyholder and the insurer will endeavour firstly to resolve amicably any legal or factual dispute and disagreement that may arise between them. If the amicable resolution fails, the dispute shall be referred to 2 arbitrators who shall be appointed by the parties, each choosing its own arbitrator; in the event of disagreement, the arbitrators shall choose a third one who shall rule jointly with them. If a party fails to appoint its arbitrator within a week of the request made by the other party by registered letter, or if the first two arbitrators fail to agree on the choice of a third arbitrator, the appointment shall be made by the President of the Court of First Instance in Brussels, at the request of the most diligent party.

The arbitrators shall rule as last resort and their powers shall last for three months from the inception of the arbitration agreement. They shall be exempt from all judicial formalities and from the deposit of their decision, a copy of which they shall send to the parties by registered mail.

If the dispute is of a medical nature, the Insurers’ medical advisor and the Insured’s medical advisor will appoint a third doctor by mutual agreement, whose mission will be to decide between the first two. His/her decision will be accepted by both parties.

The costs of the arbitration shall be settled in accordance with the usual procedure, each party bearing the costs of the arbitrator appointed by it, and the two parties sharing equally the costs incurred, if any, by the use of a third arbitrator.

• Professional secrecy

The Insurers and their doctors undertake to maintain the strictest secrecy regarding any information which may come to their knowledge in execution of the Agreement. The Insured shall have the right to submit directly to the Insurers’ Chief Medical Officer, in a sealed envelope, the documents relating to his/her condition.

III.2. Accidents
The policy covers all accidents that may occur to the insured persons throughout the world, under the following conditions:

- **For seconded staff**: this cover is valid both in the exercise of their duties and in the course of their professional and private lives.
- **For Administrative and Ancillary staff + Locally recruited managerial staff (LRMS)**: cover is valid for accidents in private life only, with the exception of the European Schools in Belgium and Germany (for Belgium, their private life is insured as an extension in the Accidents at Work policy – See Lot IV).
- **Locally recruited Teachers**: private life only (and NOT insured for professional life as this has to be insured in local Accident at Work policies) for all countries except Belgium and Germany (see schedule above).

**Insureds:**

1. Seconded staff: mainly teachers, but also e.g., directors and deputy-directors, library workers, or educational advisors: professional & private life.
2. Locally recruited teachers: private life ONLY (and NOT in Belgium and Germany)
3. Administrative personnel (white collar workers) + Locally recruited managerial staff (LRMS): private life ONLY (and NOT in Belgium and Germany)
4. Ancillary personnel (“blue collar workers” such as workmen, caretaker and kitchen aids): private life ONLY (and NOT in Belgium and Germany)
5. Occasionally: inspectors during their mission days.

**Specifications in respect of premium calculation and/or coverage for inspectors:**

- **Inspectors**: only covered on the way to and from work and during the performance of their duties for or on behalf of the Board of Inspectors or of an individual school insofar as they do not benefit in that capacity from any other insurance against accidents at work or travel assistance/insurance.

**Insured maximum capital**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Death</strong></td>
<td>5 x the annual amount of the basic salary</td>
</tr>
<tr>
<td><strong>Permanent total disability</strong></td>
<td>8 x the annual amount of the basic salary</td>
</tr>
<tr>
<td><strong>Partial permanent invalidity (1)</strong></td>
<td>A percentage of 8 x the annual amount of the basic salary in accordance with the scale set out below.</td>
</tr>
<tr>
<td><strong>Temporary incapacity</strong></td>
<td>NONE</td>
</tr>
<tr>
<td><strong>Medical expenses (2)</strong></td>
<td>COVERED</td>
</tr>
</tbody>
</table>

(1) With following specifications:

- During 12 consecutive months as from the date of accident.
- The salary will remain paid (including employer charges) as from the 31st day after the day of the accident.
- The insurer is subrogated in all the rights in respect of recourse of the Insured entity towards a liable third party that caused the incapacity.
(2) **Medical expenses**: are covered, the reimbursement of medical, pharmaceutical, hospitalisation, surgical, prosthesis, X-ray, massage, orthopaedic and clinical expenses, the transport expenses of the injured person, as well as all similar expenses required by the accident.

It is understood, however, that the present coverage for medical expenses will only come into effect after exhaustion of the compensation which the victim would receive under the Joint Sickness Insurance Scheme of the European Institutions or any other sickness fund.

The company is subrogated in all the rights of recourse of the insured against the responsible third parties for the recovery of the indemnities paid for medical, pharmaceutical and hospitalisation expenses.

**Basis for Indemnification calculation**

- The remuneration used as a basis for the calculation of the compensation is the one allocated to the victim during the twelve months preceding the accident. For persons who have been in service for less than one year, the basic salary will be the actually earned basic salary since entering service, increased by the corresponding pro rata to complete the annual salary. It is also expressly agreed that the various allowances for duties, residence, separation and installation, as well as family allowances, are NOT included in the salary taken into consideration when settling a claim.

- **For inspectors**: indemnification is calculated on the basis of a flat-rate annual basic salary of EUR 5,000.

**Definition suggestion of an insured “accident”:**

The coverage of this insurance contract applies to the accidents/diseases listed below when they are a direct consequence of a covered event. There must be a causal link between the accident and the resulting injury.

An accident is a sudden action triggered by an external force or event occurring out of the Insured's will, causing consequently bodily injury or death. The following are also considered accidents:

- Injuries caused by lightning, burns, electrical discharge (“electric shock”) or atmospheric phenomena.
- Injuries, **sunstroke, colds, frostbite and exhaustion**: as a direct result of an insured accident or as a direct result of an abnormal and accidental interruption of a journey on board a land, water or air transport vehicle.
- **Poisoning, blood poisoning, or contamination:**
  - As a direct consequence of an accident, or as a result of an error or criminal intention by a third party, or as a consequence of the accidental ingestion of poisonous, corrosive or toxic substances (not intended for absorption), and/or:
  - Poisoning caused by external wounds received by doctors while performing a surgical or anatomical operation after an insured accident.
- **Injuries as a result of a fall, collision, ...** caused by indisposition, dizziness, cramps linked to the work and as a result of an insured injury.
- **Suffocation or involuntary fall or immersion in water** or any other liquid, drowning.
- Involuntary asphyxia/suffocation due to noxious gases or vapours.
- Injuries or impairments of health resulting from the rescue of persons, animals or in legitimate self-defence.
- The consequences of medical irradiation necessitated by an insured accident.
- Illnesses resulting directly from a covered accident.
- Injuries resulting from actions and interventions that the insured persons apply to themselves following an accident, with the objective of limiting the consequences and due to the impossibility of obtaining the necessary medical care in due time.
- Accidents caused by derelict weapons of war in peacetime.
- Accidents during the rescue of persons or property; in case of legitimate defence, during periods of military service in peacetime not exceeding eight weeks, but subject to the exclusion of dangerous sports.
- Accidents during, but not resulting from, the execution of the employment contract: accidents resulting from riots, natural disasters or fall of objects are also insured if they occur during the execution of the employment contract.
- Costs following an accident involving pricks, bites or sprains.

In the event of a puncture, bite or spatter accident suffered by the insured personnel, the insurer will pay the costs resulting from:

- the initial consultation (emergency department).
- serological and pathological follow-up.
- consultations with a medical specialist in infectious diseases.
- prophylactic treatment.

- Including cases of rabies or anthrax caused by animal bites or insect stings during professional activities.
- Distortions or tearing of muscles, when they are only the consequence of a sudden own effort.
- Accidents that happen during an earthquake.
- Accidents in an area where the insured persons were surprised by sudden hostilities.
- Heart attack and related disorders such as serious cardiac arrhythmia arising out of or in connection with an accident.
- Acts of violence related to work (are covered).

**Coverage for the following risk is included:**

- **Aviation:** use as a passenger of the aircrafts listed below:
  a) Public aircrafts on scheduled routes.
  b) Aircrafts chartered from an air operating company to perform a specific journey or air excursion.
  c) Non-scheduled aircraft, i.e., aircraft not belonging to a regular air transport service but authorised to carry passengers for hire, with departure dates and times fixed in accordance with customer requirements.
  d) Taxi aircraft, i.e., those placed at the immediate disposal of the passenger by an air transport company duly authorised for that purpose.
(e) Aircraft owned and/or operated by commercial and/or industrial firms which have organised for their own account an air service intended solely for the transport of their personnel and/or customers.

f) Government aircraft which may belong to the military aviation sector and/or be equipped with military personnel, provided that the transport of the Insured by such aircraft has been officially accepted and that such transport is in no way connected with any military operations, even in peacetime.

g) Helicopters operating on a regular airline.

**NO exclusion for (thus INCLUDED in the coverage):**

a) Accidents caused by earthquake and floods.

b) Accidents resulting from assaults or attacks on the insured person, even during strikes or riots, unless it is proved that the person actively participated in these events (of which he/she would be victim).

c) Accidents which may be caused by the attitude of a subordinate, this being considered as having occurred in self-defence.

(d) Accidents resulting from infringement of public and private laws and regulations relating to the safety of persons.

(e) Chilling, freezing, sunstroke and, in general, all effects of temperature which are the direct and exclusive consequence of an accident.

f) Accidents due to civil commotion and coups d’état, if the insureds, without negligence on their part, are in the perilous area of the disturbances.

g) Unexplained disappearance: it is hereby declared and agreed that the disappearance of an Insured during a journey requiring the use of a means of public transport, such as an aeroplane, ship or train, shall be considered as a fatal accident if, after a reasonable period of time and an examination of the circumstances of the disappearance, it can be presumed that the Insured died as a result of an accident covered by the policy.

However, it is agreed that if, after payment of the indemnity to the policyholder, the victim is found alive, any sums paid by the insurer in settlement of the claim shall be reimbursed to the latter by the beneficiary.

h) Accidents due to explosions resulting from the mere presence of warlike devices. However, this extension shall be cancelled ipso jure for those territories which are involved in an armed conflict, whether or not war is declared.

However, accidents resulting from the handling of warlike devices or munitions are not covered.

i) Accidents which may occur to the insured during maritime voyages as a result of the explosion of sea mines or any other floating or submerged devices or munitions of war.

This cover shall cease immediately and automatically in the event of war on land, at sea or in the air, whether declared or not.
j) **Drowning**: accidents resulting from swimming, including involuntary drowning provided that it is due to an external cause, in particular the action of water and waves.

Only drowning due to any organic cause remains excluded. The insurer is authorised to have an autopsy performed if the evidence or presumptions available do not reasonably establish the cause of the loss.

h) **Accidents occurring during the practice of the following sports:**

Rowing in fresh water, golf, swimming, horse riding, fencing, gymnastics, skating, tobogganing, tennis, ball pelota, mountain hiking (on routes), fishing in fresh water, driving harnessed vehicles, accidents occurring during rowing or sailing on fresh or marine waters (but not exceeding, in the latter case, a radius of two miles from the entrance to a port and provided that the insured is accompanied by a third party and that the insured is accompanied by the owner of the boat or a professional sailor), football, rugby, basketball, volleyball, hockey and other similar games of a non-dangerous nature, athletics, winter sports (but without extreme or out of slope skiing) and judo.

It is understood that the coverage of the policy also includes participation in football, rugby, basketball, volleyball, hockey and other similar games of a non-hazardous nature, organised by or with the participation of the policyholder, as well as participation in motor rallies insofar as they are purely recreational events, but subject to the exclusion of any speed event.

**Exclusions**

a) illnesses, except occupational illnesses which are covered according to art. 67.1 of the REGULATIONS FOR MEMBERS OF THE SECONDED STAFF OF THE EUROPEAN SCHOOLS /Annex 3/, attacks of paralysis, epilepsy and apoplexy, syncope, congestion, hernia, sunstroke, freezing or other effects of temperature to which the Insured is exposed other than as a result of an accident: pregnancy, childbirth, abortion, miscarriage, overwork, lumbago and sciatica, injuries or other consequences of the cases listed above, the consequences of varicose veins pre-existing an accident and the consequences of operations which the insured would perform on himself, injuries caused by X-rays, radium and its compounds.

b) Persons suffering from blindness, deafness, paralysis, epilepsy, insanity, venereal disease, albuminuria, diabetes and those who have suffered from apoplexy or delirium tremens will be covered in all cases except for accidents caused by or connected with these diseases.

c) The following are not insurable: persons with severe disabilities, persons over 70 years of age and persons under 18 years of age.

If by exception and explicitly agreed with insurers, persons after the age of 70 can be insured, but in that case the insured benefits will be reduced by half, except for medical and pharmaceutical expenses.

d) The Insurer is not liable for: the consequences of a disturbance of the mental faculties or sleepwalking; suicide or attempted suicide; duelling, brawling or wrestling (except in cases of legitimate self-defence); participation in crimes or misdemeanours; accidents intentionally caused or provoked by any of the beneficiaries of the policy; accidents resulting from races, contests, matches, bets or competitions (except insured sports); accidents caused directly or indirectly by war, invasion, acts of enemies, hostilities declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, unless the insured proves that the accident is not due directly or indirectly to one of these causes; the consequences of drunkenness or the use of narcotics, voluntary mutilation, surgical
operations not necessitated by an accident covered by this policy, earthquakes and firedamp explosions.

The Insurer will not pay for alcoholic delirium with its consequences, even if it occurs as a result of an accident.

e) The following are not covered: accidents during mountain climbing, mountaineering and rock climbing; underwater navigation in all its forms; extreme or out of slope skiing and snowboarding.

f) The Insurer excludes in general the consequences of acts known to be reckless.

The guarantee also expressly excludes claims of any kind which are caused directly or indirectly, by the action of any kind whatsoever of what is commonly called "Atomic Energy".

**CLAUSES**

- Free choice of doctor, pharmacist and hospital.

- Changes in professional activities
  If during the course of the insurance, the insured person changes profession and the new activity is an additional risk not provided in the insurance contract, a declaration must be made to the Insurer.

**Obligations in case of an accident**

Within 8 days after the policyholder becomes aware of an accident, he/she must notify the company by registered letter.

This declaration shall indicate in detail the place, day and time, the causes and circumstances of the accident, as well as the names of any witnesses. A medical certificate shall be delivered to the Insurer.

If the accident is reported after the eighth day but within thirty days of the event, the daily allowance will only be paid from the day the report is received by the company.

For accidents declared after the thirty-day period above, no compensation will be due.

In the event of an accident, the Insured or his rightful claimants must immediately seek medical attention at their own expense and all measures useful for the recovery of the victim must be taken; no aggravation due to a delay in the medical treatment or to the non-observance of the prescriptions of the doctors during the treatment will be incumbent on the company.

The insured is obliged to submit to the examination of the doctors delegated by the Insurer, whose inspectors and agents will have free access to him, whenever the Insurer considers it useful.

The insured person is obliged to provide the Insurer, at the Insurers’ request and expense, with a report from the doctors treating him/her, whom he/she already authorises to give the Insurer all the information it may request from them, both on the injuries and on the current or previous illnesses or infirmities.

In case of death, the company is entitled to have an autopsy performed, if the evidence or the presumptions available will not reasonably establish the cause of the loss. That autopsy will be
performed only with the consent of the family/the successors, and if the latter do not waive their right to compensation.

Knowingly false declarations by the policyholder, the insured or his dependants concerning the accident, or its aftermath entitle the Insurer to refuse any payment of compensation.

**Indemnities**

**a) In case of accidental death:**

In the event of accidental death, either immediately or within one year from the day of the accident, the *insured capital* shall be paid to the beneficiaries designated below:

- The spouse and children of the insured, in accordance with the provisions of the law of succession applicable to the Insured; the amount to be paid to the spouse may not, however, be less than 25% of the capital sum.
- If there are no persons in the above category, the other direct descendants, in accordance with the provisions of the law of succession applicable to the Insured.
- If there are no persons in the two categories mentioned above, the ascendants, in accordance with the provisions of the law of succession applicable to the Insured.
- If there are no persons in the three categories referred to above, the policyholder.

Any sums paid to the Insured for the same accident for permanent disability are deducted from this capital sum.

**b) In case of permanent disability:**

If, within one year from the day of the accident, it results in permanent disability, the Insured will be paid all or part of the guaranteed capital sum according to the table and provisions below:

- Incurable insanity: 100%
- Total organic paralysis: 100%
- Complete blindness: 100%
- Amputation or total and definitive loss of use of:
  - both arms or both hands: 100%
  - both legs or both feet: 100%
  - of one arm or hand and one leg or foot: 100%
- Total loss of one eye with removal: 30%
- Total loss of one eye without removal: 25%
- Loss of substance of the skull through its entire thickness:
  - a) area of at least 6 cm²: 40%
  - b) area of 3 to 6 cm²: 20%
  - c) less than 3 cm²: 14%
- Permanent and total deafness in both ears: 40%
- Incurable and total deafness in one ear: 15%
- Removal of the lower jaw:
a) total: 70%
b) partial: 40%

- Loss of upper and lower teeth and their sockets, the prosthesis is not supported: 10 to 30%.
- In case of prosthesis with functional improvement: 1 to 10%.

**Here below the percentages are respectively for Right / Left:**

- Loss of arm or hand: 75% / 60%
- Total paralysis of upper limb: 65% / 55%
- Complete paralysis of the circumflex nerve: 20% / 15%
- Complete median nerve: 45% / 35%
- Complete ulnar nerve palsy of the elbow: 30% / 25%
- Complete paralysis of the nerve of the hand: 20% / 15%
- Complete paralysis of the radial nerve above the triceps: 40% / 30%
- Complete ankylosis of the scapulohumeral joint:
  - a) with scapula immobilisation: 65% / 55%
  - b) with mobility of the scapula: 35% / 25%
- Non-consolidated (unhealed) fracture of the arm: 30% / 25% (constituted pseudoarthrosis)
- Total loss of elbow movement:
  - a) in an unfavourable position: 40% / 35%
  - b) in a favourable position: 25% / 20%
- Unhealed forearm fracture (compound pseudo-fracture):
  - a) both bones: 25% / 20%
  - b) 1 bone: 10% / 8%
- Total loss of wrist movement:
  - a) in an unfavourable position (forced flexion or extension or supination): 40% / 30%
  - b) in favourable position (straightness and pronation): 20% / 15%
- Amputation of the thumb:
  - a) total: 20% / 18%
  - b) partial (ungual phalanx): 10% / 8%
- Ankylosis of the thumb:
  - a) total: 15% / 12%
  - b) partial (nail phalanx): 10% / 8%
- Amputation of the index finger:
  - a) total: 16% / 14%
  - b) two phalanges: 12% / 10%
c) one phalanx: 6%/ 5%.
   - Amputation of middle finger: 12%/ 10%
   - Amputation of ring finger: 10%/ 8%
   - Amputation of the little finger: 8%/ 6%

- Total paralysis of the lower limb: 60%
- Complete paralysis of the medial popliteal sciatica: 30%
- Complete paralysis of the external popliteal sciatica: 30%
- Complete paralysis of both popliteal sciatica: 40%
- Shortening of the lower limb:
  - (a) at least five centimetres: 30%
  - (b) three to five centimetres: 20%
  - (c) 1 to 3 centimetres: 10%
- Complete ankylosis of the hip:
  - (a) in poor attitude (flexion-adduction or abduction): 60%
  - b) in straightness: 40%
- Amputation of the thigh:
  - a) Upper ½: 60%
  - b) 1/2 lower: 50%
- Non-consolidated fracture of the thigh or both leg bones of the leg (pseudoarthrosis): 50%
- Complete ankylosis of the knee:
  - a) in flexion (from 130 degrees): 50%
  - b) in straightness or near straightness: 25%
- Chronic arthrosis depending on the degree of muscle atrophy: 3 to 20%
- Unhealed fracture of the patella with large fragments and considerable discomfort in extension of the leg on the thigh: 40%
- Amputation of the leg: 50%
- Tibial-tarsal ankylosis: 15%
- Amputation of the foot:
  - a) total (tibio-tarsal disarticulation): 50%
  - b) sub-astragalar: 40%
  - c) mid-tarsal: 35%
  - d) tarsometatarsal: 30%
- Amputation of all toes: 20%
- Amputation of the big toe: 10%
- Amputation of a toe other than the big toe: 5%
- Ankylosis of the big toe: 3.5%
In the case of a left-handed person, the rates for the right upper limb will be applied to the left and vice versa.

Partial amputation or incomplete loss of function of the above-mentioned limbs or organs shall give rise to the payment of a proportional indemnity on the basis of the percentages granted for complete amputation or loss of function.

For cases of partial permanent disability not provided for above, the degree of disability is determined by analogy with the above table without taking into account the insured's occupation.

The loss of limbs or organs which were out of use before the accident cannot give rise to compensation.

The injury to limbs or organs already disabled is compensated only by the difference between the condition before and after the accident.

The assessment of the injuries of healthy limbs or organs injured by the accident cannot be increased by the state of infirmity of other limbs or organs which the accident has not affected.

The total indemnity resulting from several disabilities caused by the same accident will not exceed either the full insured capital for permanent or total disability, or the partial insured sum for the total loss or complete loss of use of the injured limb or organ.

The degree of invalidity is determined only on the basis of the victim's definitive condition, but no later than two years after the accident.

If, after cessation of medical treatment, the degree of disability, without being able to be definitively determined, amounts to at least 20%, the company will pay, at the request of the policyholder, an advance payment, calculated on the basis of the indisputable part of the degree of permanent disability, pending consolidation by determining the definitive degree of permanent disability.

The arrears paid are deducted from the final capital.

If the insured dies as a result of the accident within one year of the date of the accident and before the final settlement of the disability compensation, the compensation provided for in the event of death is paid instead.

III.3. Natural Death

**Insureds:** members of the seconded staff who have the right of family allowances according to articles 52 – 55 of the Regulations for members of the seconded staff of the European schools, ref. 2011-04-D-14-en-13 – see attached as Annex 3.

**Capital insured:** 3x the monthly basic salary.

Only in the event of natural death of the Insured, the insured capital is equal to three times the monthly basic salary on the date of death; death as a result of an accident remains excluded in this section (=insured in section III.2 above).
In the event of a dispute as to the accidental nature of the death, the Insurer shall pay the indemnity on a provisional basis, as for a natural death, pending the definitive settlement of the dispute. When parties are involved in arbitration, they shall be bound by the arbitration decision.

**Basic monthly salary**

The monthly basic salary is the total remuneration of a permanent nature paid to the Insured. It does not include the various allowances for duties, residence, separation, installation, or family allowances.

At the beginning of each school year, the policy holder shall provide the Insurer with a list of his seconded personnel, having the right to a family allowances, including their names, age and basic monthly salary.

The insurer must treat this personal data confidentially and according to all applicable requirements for protection of personal data.

**Special risks**

The insurance must cover all cases of death, including those resulting from a proven occupational disease.

However, the following risks are covered under certain conditions:

- **Suicide**: covered in the event of voluntary and conscious suicide, only if it occurs not earlier than two years after the entry into the insurance. However, this cover is acquired at the time of subscription if the Insured was unconscious at the time of the suicide, the proof of unconsciousness being incumbent on the beneficiary.
- **War**: in the event of war, the coverage of this insurance will be in accordance with the applicable wartime legislation.

**Beneficiaries of the insurance**

In the event of death of an Insured, the amount of the insured capital is paid to the policyholder (OSGES or school), which is responsible to pay the insured capital to the beneficiaries, as designated according to the section “Indemnities, a) In case of accidental death” above. A prove of the payment must be provided to the insurer.

The Insurer will pay the insured capital to the policyholder within fifteen days of the submission of the following documents:

- The Insured’s birth certificate or extract of civil status form.
- Death certificate of the Insured.
- Medical certificate specifying the cause of death.

**INFORMATION TO INSURERS**

We would like to have a total premium volume with a breakdown per school. Insurers must invoice directly the premium to each school or the OSGES.
General Remark for Lot III “Accidents and natural death”:

| OSGES and all schools | Medical costs: see also the Regulations for members of the seconded staff of the European schools /Annex 3/, article 67.3: “Reimbursement shall, however, only be made where the amount paid to the member of staff under Article 66 of these Regulations (Sickness Fund) does not fully cover the expenditure incurred”. |
LOT IV: Work accidents /accidents du travail/ of the locally recruited personnel in Belgium

**Policy holders:**

The Office of the Secretary General of the European schools (OSGES) – as a lead contracting authority OSGES will sign the Framework contract, acting on its name and on behalf of the insured European schools in Belgium, enumerated in the table below;

Individual schools – will be policy holders and signatories of their specific insurance contracts.

**Insured:** All locally recruited staff in Belgium (seconded staff is excluded), comprising:

- Locally recruited teachers, according to the SERVICE REGULATIONS FOR THE LOCALLY RECRUITED TEACHERS IN THE EUROPEAN SCHOOLS – see Annex No 4.
- Administrative & Ancillary personnel⁸, according to the SERVICE REGULATIONS FOR THE ADMINISTRATIVE AND ANCILLARY STAFF (AAS) OF THE EUROPEAN SCHOOLS – see Annex 5.
- Locally recruited managerial staff, according to the Service Regulations for Locally Recruited Managerial Staff of the European Schools – see Annex 6.

+ extended with students performing an external internship at an organisation or company as a trainee.

+ accidents in Private life for Locally recruited teachers

+ accidents in Private life for Administrative & Ancillary personnel (respectively white- and blue-collar workers)

+ accidents in Private life for Locally recruited managerial staff (white-collar workers).

**Notice/statement**

The insurer declare that he is sufficiently aware of the risk and that he has obtained all useful and necessary information with a view to underwriting the risks.

**Policy holders and expected inception dates:**

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<th>POLICYHOLDER</th>
<th>INCEPTION DATE</th>
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<td>The Office of the Secretary-General of the ES</td>
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<tr>
<td>2</td>
<td>European School Brussels I</td>
</tr>
<tr>
<td>3</td>
<td>European School Brussels II</td>
</tr>
<tr>
<td>4</td>
<td>European School Brussels III</td>
</tr>
<tr>
<td>5</td>
<td>European School Brussels IV</td>
</tr>
<tr>
<td>6</td>
<td>European School Mol</td>
</tr>
</tbody>
</table>

⁸ When “Administrative and Ancillary personnel (AAS)” or “Administrative personnel” is mentioned, that term comprises also the Locally recruited managerial staff (LRMS).
**Legal Basis:** Mandatory requirements of the Belgian law - Accidents at Work Law of 10 April 1971 (FR - Loi du 10 avril 1971 sur les accidents du travail) and relevant Royal decrees on its execution.

Death & permanent disability: indemnification in capital.

**Geographical scope:** worldwide

**Expiry, duration and notice period:**
The inception date for the different schools is set in the table above.

The policies are concluded for a period of one year and could be tacitly renewed for 4 consecutive periods of one year, up to and including 2026, unless one of the parties is sending a registered letter with a period of notice of no less than 6 months before the yearly expiry date.

The insurer declares that the policy will not be cancelled after a claim.

**Insured activities**
All activities including use of all products, tools, equipment and machinery that may be used for the activities of the Insured.

All work that is permanent, temporary, occasional, accidental or whatever related to the policyholder’s activity, including school activities, transport service with lifting, loading and unloading in the general sense, as well as cleaning, maintenance, repair, decoration, surveillance and monitoring of equipment, installations, persons and buildings; and preparation and distribution of meals to staff and students, and if necessary, to third parties.

The foregoing enumeration is indicative and not restrictive in nature.

**Cover:** accidents at work including the way to and from home.

**Excess:** up to EUR 125.000 (= max. yearly brut salary insured per person)

**Salary mass** (brut salary per year in EUR, without allowances):

<table>
<thead>
<tr>
<th>Entity</th>
<th>Locally recruited teachers</th>
<th>Administrative staff</th>
<th>Ancillary staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Secretary-General</td>
<td>N/A</td>
<td>2,944,368 €</td>
<td>N/A</td>
</tr>
<tr>
<td>ES Brussels I</td>
<td>8,626,439 €</td>
<td>3,219,563 €</td>
<td>985,000 €</td>
</tr>
<tr>
<td>ES Brussels II</td>
<td>7,211,553 €</td>
<td>3,156,627 €</td>
<td>887,000 €</td>
</tr>
<tr>
<td>ES Brussels III</td>
<td>6,954,320 €</td>
<td>2,027,000 €</td>
<td>487,000 €</td>
</tr>
<tr>
<td>ES Brussels IV</td>
<td>9,192,398 €</td>
<td>2,210,008 €</td>
<td>1,235,334 €</td>
</tr>
<tr>
<td>ES Mol</td>
<td>2,611,602 €</td>
<td>1,051,497 €</td>
<td>219,024 €</td>
</tr>
</tbody>
</table>
LRT = locally recruited Teachers

Administrative staff, comprising also the Locally recruited managerial staff = white collar workers

Ancillary staff = blue collar workers such as workman, receptionist, and caretaker.

(Seconded staff are NOT insured in this policy).

Invoicing

For every category of insured, a separate invoice will be made (Locally Recruited Teachers, Administrative staff, Ancillary staff).

Separate invoices will be made for the legal and extra-legal insurance for each category of personnel.

Declaration of an accident

The claim reports will be sent to the insurer by the policyholder within 8 working days following notification by the insured about the accident.

Failure to send the claims report within the prescribed period shall not constitute a lapse of cover if the insured or the victim's employer can demonstrate that he was not at fault and that he could not submit the report earlier.

Missions abroad or in Belgium with an overnight stay

The coverage of the insurance contract shall apply to all accidents to which the insured persons could fall victim on the occasion of any mission, both in Belgium and abroad, irrespective of the mission, regardless of the nature of the means of transport used. The main point is that they are fulfilling an assignment (“mission”) whereby 24/24-hour cover will be provided.

These staff members remain insured under their employer’s accident at work insurance policy if they are on the latter’s payroll.

It is specified that this cover shall commence on the date of departure for the assignment and end on the staff member’s return to his place of residence or habitual abode, including accidents because of:

- War, civil war, insurrection, revolution and other similar events, provided that the insured does not take an active part in these events.
- Acts of terrorism, attacks or other similar acts of violence, provided that the victim does not actively participate in these actions.
- Arbitrary decisions by authorities or legal infringements affecting integrity.

If the school possess a separate insurance policy for Assistance and Insurance during missions of the personnel: this Accidents at work insurance will be triggered for risks not covered under the former, for indemnifications not provided for under the former and after the exhaustion of the compensations due under the former insurance policy.

Definition of an insured “accident”:

According to art. 7 and 8 of the Law of 10 April 1971 on the accidents at work.
The coverage of this insurance applies to the accidents/diseases listed below (mentioned as an example, this is a non-exhaustive listing) when they are a direct consequence of a covered accident at work. There must be a causal link between the accident at work and the resulting injury/illness. An accident is a sudden action triggered by an external force or event occurring out of the Insured's will, causing consequentially bodily injury, disease or death. The following are also considered accidents:

- Injuries caused by lightning, burns, electrical discharge ("electric shock") or atmospheric phenomena.
- Injuries, sunstroke, colds, frostbite and exhaustion: as a direct result of an insured accident or as a direct result of an abnormal and accidental interruption of a journey on board a land, water or air transport vehicle.
- Poisoning, blood poisoning, or contamination:
  - As a direct consequence of an accident, or as a result of an error or criminal intention by a third party, or as a consequence of the accidental ingestion of poisonous, corrosive or toxic substances (not intended for absorption), and/or:
  - Poisoning caused by external wounds received by doctors while performing a surgical or anatomical operation after an insured accident.
- Injuries as a result of a fall, collision, ... caused by indisposition, dizziness, cramps linked to the work and as a result of an insured injury.
- Suffocation or involuntary fall or immersion in water or any other liquid, drowning.
- Involuntary asphyxia /suffocation due to noxious gases or vapours.
- Injuries or impairments of health resulting from the rescue of persons, animals or in legitimate self-defence.
- The consequences of medical irradiation necessitated by an insured accident.
- Illnesses resulting directly from a covered accident.
- Injuries resulting from actions and interventions that the insured persons apply to themselves following an accident, with the objective of limiting the consequences and due to the impossibility of obtaining the necessary medical care in due time.
- Accidents caused by derelict weapons of war in peacetime.
- Accidents during the rescue of persons or property; in case of legitimate defence, during periods of military service in peacetime not exceeding eight weeks, but subject to the exclusion of dangerous sports.
- Accidents during, but not resulting from, the execution of the employment contract: accidents resulting from riots, natural disasters or fall of objects are also insured if they occur during the execution of the employment contract.
- Costs following an accident involving pricks, bites or sprains.

In the event of a puncture, bite or spatter accident suffered by the insured personnel, the insurer will pay the costs resulting from:

- the initial consultation (emergency department).
- serological and pathological follow-up.
- consultations with a medical specialist in infectious diseases.
- prophylactic treatment.
- Including cases of rabies or anthrax caused by animal bites or insect stings during professional activities.
- Distortions or tearing of muscles, when they are only the consequence of a sudden own effort.
- Accidents that happen during an **earthquake**.
- Accidents in an area where the insured persons were surprised by sudden hostilities.
- **Heart attack and related disorders** such as serious cardiac arrhythmia arising out of or in connection with an accident.
- **Acts of violence** related to work (are covered).

**ADDITIONAL COVERAGE**

<table>
<thead>
<tr>
<th>Assistance for missions abroad *</th>
<th>Repatriation of the victim. If long-term hospitalisation abroad, Insurers will organise the transfer of a family member and will bear the costs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Household help during temporary incapacity for work</td>
<td>Max. EUR 250 per claim</td>
</tr>
<tr>
<td>Help in the garden</td>
<td>Max. EUR 250 per claim</td>
</tr>
<tr>
<td>Baby sitting (&lt; 14 years)</td>
<td>Max. EUR 250 per claim</td>
</tr>
<tr>
<td>Home delivery of necessities and hot meals</td>
<td>Max. EUR 250 per claim</td>
</tr>
<tr>
<td>Adaptation of the home (in case of permanent disability)</td>
<td>Limited to a stairlift and/or mono lift (see Royal Decree of 05/06/07), maximum €1,000 per claim.</td>
</tr>
<tr>
<td>Damage to clothing (caused by an accident at work)</td>
<td>Max. EUR 250 per claim</td>
</tr>
<tr>
<td>Mobility for medical care</td>
<td>EUR 100/day for 8 days maximum.</td>
</tr>
<tr>
<td>Extra-legal medical costs</td>
<td>Up to EUR 1,500</td>
</tr>
</tbody>
</table>

* If the school possess a separate insurance policy for Assistance and Insurance during missions of the personnel, this additional coverage comes into effect as a supplement to the latter.

**CLAUSES**

**Premium guarantee & continuity of cover**

The insurer agrees not to revise the proposed premium rates upwards throughout the duration of the insurance contract, provided the covered conditions remain unchanged.

Moreover, the insurer agrees not to cancel the policy after an accident would occur.

**Assignment before the start of the employment contract**

The insurance contract covers accidents of an employee between the time of the signing of the employment contract and the actual commencement of employment, provided that this accident is considered an accident at work in accordance with the law on accidents at work. This coverage is after the intervention of any other possible insurances, covering the accident.

**Waiver of recourse:**

The insurer explicitly declares that it waives any recourse it might have against the insured.

This waiver of recourse also applies to all members of the personnel, directors and managers of the insured entities, their spouse and the members of their family.
New entities

Coverage of the current insurance is automatically acquired for any new entity that may be established in Belgium within the framework of the insured activities in the course of the contract, provided that this new entity is not yet insured via another policy.

Sports, social, cultural and school activities

The cover under the policy extends to accidents occurring during sports and other activities /events/ organised by the employer. The cover is extended also to accidents on the way to and the way back to the place of the activity. Accidents provoked by certain sports activities could be excluded from coverage, according to a list of dangerous sports, adopted by the insurer.

Multiple employers

Fully in line with what is provided under “insured activities”, accidents that may occur to insured persons during their professional activities independent of their usual activity, are also insured under the accident at work policy.

Prevention

The insurer shall be entitled to propose preventive measures which shall apply as guidelines.

These measures will be discussed with the insured and his prevention advisor to verify their feasibility, to determine their degree of urgency and, if necessary, with a view to their subsequent implementation.

Cover private life.

The cover of the policy extends to accidents in private life (private sphere, not connected to the work) for all personnel except the seconded staff (the latter being insured in a separate policy, see Lot III).

Medical costs.

Reimbursement of insured medical costs after coverage by other sickness or invalidity insurance (mutuality fund) or similar organisation in so far as the medical costs are included in the RIZIV/INAMI tariff nomenclature, up to 2x this amount.

Reimbursement of transport costs are also covered in connection with necessary medical care following an accident: EUR 100/day for 8 days maximum.

In addition to the legal allowances, extra-legal medical costs, and this up to an amount of EUR 1.000 per work-related accident and per person will be reimbursed.

COHABITANTS
In case of deadly accident, the cover for married persons provided by law is extended to the unmarried cohabiting partner, regardless of whether the latter is of the opposite or the same sex as the victim.

“Unmarried cohabiting partner” is understood to mean: the legally cohabiting partner according to the definition in Article 1475 of the Civil Code of Belgium; and also, if the victim does not have a spouse or legal cohabitant, the person who lives together and forms a couple with the victim. That person must submit to the insurer a certificate of residence drawn up by his/her local authority certifying that he/she has been living with the victim for at least one year.

**TELEWORKING** – Article 7, al. 4 of the Belgian Law on accidents at work applies in case of legally established telework.

**TEMPORARY AGGRAVATION OF RISK**

Insurers shall not invoke a temporary increase of the risk which occurs during the course of the contract, insofar as this does not change the risk.

**COVER FOR APPLICANTS**

Cover for applicants is acquired during the term of the trials/selection: cover in accordance with cover for volunteers.

**TRAINING COURSES AND PROFESSIONAL DEVELOPMENT COURSES**

As part of their training and professional development, staff members are required to attend courses outside or within their normal working hours, on the instruction of or with the agreement of the policyholder.

The cover of this insurance is extended to accidents of which these persons could be the victim of either during these courses or on the normal route to get there or from there.

**TEMPORARY INABILITY TO WORK AT 100%**

The insured persons benefit, as from the first day, from a daily compensation equal to 100% of the average daily salary.

**AVIATION RISK**

The insurance extends to the use, as passenger, of all aircrafts, seaplanes or helicopters, validly licensed for passenger transport, provided that the Insured is not a member of the crew, or during the flight does not exercise any professional activity or any other activity connected with the aircraft or the flight.
ADAPTATION OF THE HOME

Extra-legal compensation up to a maximum of EUR 1,000 per claim for adaptations to the home in case of permanent disability following a covered claim. The decision to reimburse these costs depends on the insurer's medical adviser.

Adaptations to the home of the victim as a result of permanent disablement are limited to a stairlift and/or mono lift (see Royal Decree of 05/06/07).

ADAPTED TRANSPORT

Adapted transport between home and place of work if, as a result of an accident, the insured is no longer able to travel with his own vehicle or with public transport and this is medically justified. The sublimit here can be EUR 300 per person per year.

HOUSEHOLD HELP DURING TEMPORARY INABILITY TO WORK

An indemnity for the costs of additional household help is paid from the 31st day of temporary total incapacity for work with a maximum of EUR 250 per claim.

HELP IN THE GARDEN DURING TEMPORARY INABILITY TO WORK

An indemnity for the costs of additional help in the garden is paid from the 31st day of the temporary total inability to work with a maximum of 250 euro per claim.

BABYSITTING FOR CHILDREN AFTER AN ACCIDENT AT WORK

The insurer pays the costs for a babysitter for children under 14 years up to a maximum of 250.00 euros per claim.

HOME DELIVERY OF BASIC NECESSITIES AND HOT MEALS

The insurer pays for the home delivery of basic necessities and hot meals up to a maximum of €250.00 per claim as long as it is medically necessary.

TERRORISM

The insurance contract applies when the accident is caused by an act of terrorism, as defined and regulated by the Law of 1 April 2007 (Official Gazette 15 May 2007). In this context, the Insurer must join the non-profit association TRIP (Terrorism Reinsurance and Insurance Pool).

An accident caused by terrorism, as defined in the Law of 1 April 2007 on Insurance against Damage Caused by Terrorism, and occurring during the performance of the employment contract, is deemed to have occurred as a result of the performance of the employment contract.
STUDENTS AS NON-PAID TRAINEES IN EXTERNAL COMPANIES: covered as an extension.

INFORMATION TO INSURERS

- NACE-code: 93420000.

- If one of the schools would organise an internship for students, on request of that school, the students must be covered in the Accident at Work policy of the school.
**LOT V: ACCIDENTS OF STUDENTS**

**Insureds:**

<table>
<thead>
<tr>
<th>Insurers</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>European school Brussels I</td>
<td>46 Av. Du Vert Chasseur in 1180 Brussels</td>
</tr>
<tr>
<td>European school Brussels II</td>
<td>75 Av. Oscar Jespers in B-1200 Brussels</td>
</tr>
<tr>
<td>European School Brussels III</td>
<td>Boulevard du Triomphe, B-135 - 1050 Brussels.</td>
</tr>
<tr>
<td>European School Brussels IV</td>
<td>Drève Sainte-Anne 86, B-1020 Brussels (Laeken)</td>
</tr>
<tr>
<td>European School Mol</td>
<td>Europawijk 100 in B-2400 Mol.</td>
</tr>
<tr>
<td>European School Luxemburg I</td>
<td>23 Bd Konrad Adenauer, L-1115 Luxembourg/Kirchberg</td>
</tr>
<tr>
<td>European School Luxemburg II</td>
<td>6 Rue Gaston Thorn, L-8268 Bertrange</td>
</tr>
<tr>
<td>European School Karlsruhe</td>
<td>Albert-Schweitzer-Straße 1 in D-76139 KARLSRUHE</td>
</tr>
<tr>
<td>European School München</td>
<td>Elise-Aulinger-Straße 21 in 81739 Munich/Germany</td>
</tr>
<tr>
<td>European School Varese</td>
<td>Via Montello, 118 - 21100, Varese/ Italy.</td>
</tr>
<tr>
<td>European school Alicante</td>
<td>Avda. Locutor Vicente Hipólito s/n, 03540 Alicante, Spain.</td>
</tr>
<tr>
<td>European School Bergen</td>
<td>Molenweidje 5/PB 99, NL-1862 Bergen</td>
</tr>
</tbody>
</table>

**Insured activities:** school life.

Accidents occurred during the normal everyday school life, as well as activities like social & cultural and sport (competition) events organised or authorised by the school, that can be carried out both inside and outside the school’s premises. Also covered are the displacements necessary for the insured activities (see “activities” mentioned in the General Liability lot above), by any means of transport and even as a pedestrian.

**Legal basis:**
THE GENERAL RULES OF THE EUROPEAN SCHOOLS /DOCUMENT REF.: 2014-03-D-14-EN-10/ — see annex 2, stipulate the following:

**Article 33**
Insurance taken out by the school

The school shall take out a collective insurance policy to cover the civil liability of a pupil’s legal representatives in all cases where action could be taken against him/her as a result of an accident caused by the pupil to other pupils, to a member of staff or to third parties.

This insurance policy shall also cover reimbursement to pupils who are victims of accidents, or to persons entitled under them, of expenses (medical treatment, hospitalisation, etc.) incurred and payment of lump-sum compensation.

The insurance cover provided for in this article shall be limited to personal accidents on school premises or on the way to and from school and during an outing organized by the school.

**Geographical scope:** worldwide, except for medical costs where coverage is limited to accidents in the EU, UK, and EFTA countries (Switzerland, Iceland, Norway, Lichtenstein).
Premium: deposit premium and premium adjustment at the end of the insurance year based on e.g., x EUR per student.

Insured limits:

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical costs</td>
<td>EUR 8,500 (after mutual insurer of similar organisation) (*)</td>
</tr>
<tr>
<td>Teeth prosthesis</td>
<td>EUR 250/tooth, max. EUR 1,000</td>
</tr>
<tr>
<td>Glasses/ eye lenses</td>
<td>EUR 200, frame max. EUR 100</td>
</tr>
<tr>
<td>Transport of victim (including an accompanying person)</td>
<td>Same as in Accidents at Work cover (law 10-4-1971)</td>
</tr>
<tr>
<td>Funeral expenses</td>
<td>EUR 3,500</td>
</tr>
<tr>
<td>Medical expenses not in RIZIV/INAMI nomenclature in Belgium or similar institution in other countries</td>
<td>EUR 1,500</td>
</tr>
<tr>
<td>Search &amp; rescue/ repatriation expenses per victim</td>
<td>EUR 5,000</td>
</tr>
<tr>
<td>Accidental death per victim</td>
<td>EUR 10,000</td>
</tr>
<tr>
<td>Permanent disability per victim</td>
<td>EUR 90,000</td>
</tr>
</tbody>
</table>

(*) Medical costs incl. surgical (also cosmetic surgery), pharmaceutical, orthopaedical, radiographical costs, and the costs for hospitalisation and/or prosthesis, and other expenses with agreement of the insurer: massage and all other special treatments.

Insureds are not obliged to declare the existence of other similar insurances, and they have free choice of doctor, hospital, medical treatment provider.

Clauses:

- Accidental bodily injury of students during an external internship ("stage") is not insured in this contract if this risk is insured in an Accident at work cover (referring to royal decree 13-06-2007 in Belgium or similar law in other countries). Other risks during internships remain covered.

- Coverage for accidents includes persons from outside the school (for example visiting students or teachers) not having any right on indemnification by an Accident at Work insurer, and who with the agreement of the school management, are performing tasks associated with school activities or are participating at events organised by the school.

- All school trips/ outings/ voyages are automatically included without prior declaration. Moreover, there is no additional premium for trips with winter sports, regardless of their duration.

- Bodily injury of students under supervision, even if this type of injury would not be recognised by the accident insurance or social security.

- The insurer waives his right to cancel the policy after a damage or loss occurred.
• The premium rates and other terms & conditions remain in force during the full duration of the agreed insured period.

INFORMATION TO INSURERS

• Policy and invoicing of premium per school requested.

• In Belgium accidents of students as trainee in an external company should be insured in an Accidents at Work cover, and thus not in scope of this section “Accidents of students”.

• in Germany children at Primary & Secondary school are locally insured with a mandatory public insurance.
ANNEXES

1. Excel table with the property mass, salary mass per school, number of personnel/students;
2. General rules of the European schools /document ref.: 2014-03-d-14-en-10/;
3. Regulations for members of the seconded staff of the European schools, Document ref. 2011-04-D-14-en-13;
4. Service regulations for the locally recruited teachers in the European schools;
5. Service regulations for the administrative and ancillary staff (AAS) of the European schools;
6. Service Regulations for Locally Recruited Managerial Staff of the European Schools;
7. Claims statistics