ENERGY CHARTER SECRETARIAT

STAFF MANUAL

March 2022
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STAFF REGULATIONS AND RULES

PREAMBLE

The Staff Regulations\(^1\) as approved by the Energy Charter Conference (hereinafter referred to as the “Conference”) set out the fundamental conditions of service, namely the duties and obligations as well as the basic rights of the officials constituting the staff of the Energy Charter Secretariat (hereinafter referred to as the “Secretariat”). They set forth the broad principles of staff policy; that policy is to enable officials wherever possible to pursue a career within the Energy Charter Secretariat. Nevertheless, no action shall be construed as, or have the effect of, granting employment for an indefinite period or constituting a permanent appointment. The Staff Rules\(^2\) promulgated by the Secretary-General and approved by the Conference implement the Staff Regulations.

\(^1\) The Staff Regulations were approved by the Energy Charter Conference on 5 June 1996. They were amended on 7 December 1999, on 12 November 2015, on 31 October 2016, on 14 October 2017 and on 14 November 2018.

\(^2\) The Staff Rules were approved in July 1997. They were amended on 7 December 1999, on 2 July and 12 November 2015, on 6 July, 31 October and 20 December 2016, on 5 August and 14 October 2017, and on 5 August 2018.
REGULATIONS AND RULES

TITLE I

REGULATION 1

SCOPE OF APPLICATION AND GENERAL PROVISIONS

a) These Staff Regulations apply to the officials of the Secretariat appointed by the Secretary-General to posts, which have been established by the Conference.

b) These Staff Regulations do not apply to experts and to consultants. Staff Regulation 8 a) and certain Staff Rules may not be applicable to temporary staff of the Secretariat to the extent explicitly provided for in a special Staff Rule.
DELEGATION OF AUTHORITY

1. In the absence of the Secretary-General, he or she is replaced by the Deputy Secretary-General or by another official of the Secretariat expressly authorised by the Secretary-General in writing and communicated to all staff.

2. In the absence of both Secretary-General and the Deputy Secretary-General, and unless another official of the Secretariat has an express authorisation in writing of the Secretary-General and communicated to all staff, authority shall fall to the most senior official present.

Under the current circumstances, the order of sequence shall be as follows:

- Deputy Secretary-General
- General Counsel
Rule 1.1

SCOPE OF APPLICATION

These Staff Rules implement the Staff Regulations of the Secretariat approved by the Conference on 5 June 1996.
Rule 1.2
TEMPORARY STAFF

(a) In the case of temporary officials who are not appointed to posts established by the Conference, the Secretary-General may depart, in full or in part, from the application of Rules 10.1 and 10.2.

(b) When the Secretary-General or his or her authorised representative has decided to appoint a temporary official, the letter of appointment shall, in addition to the conditions and terms referred to in Rule 9.1, also specify those exceptions listed in paragraph (a) applicable to his or her case.
TITLE II

REGULATION 2

DUTIES, OBLIGATIONS AND PRIVILEGES

a) The officials of the Secretariat are subject to the authority of the Secretary-General and to assignment by him or her to any of the activities of the Secretariat.

b) They are international officials and their responsibilities are not national but exclusively international. By accepting appointment, they pledge themselves to discharge their functions and to regulate their conduct with the interest of the Secretariat in view. They shall be responsible for the discharge of their duties and the observance of the Staff Regulations and Staff Rules and any Staff Circulars issued thereunder. In their performance of their duties they will not seek or receive instructions from any government or from any authority external to the Secretariat.

c) Officials shall:
- carry out their duties in accordance with the highest standards of integrity, accountability and loyalty;
- conduct themselves with objectivity and impartiality and avoid any conflict of interest, or appearance of conflict of interest, in the performance of their duties;
- carefully manage the resources of the Secretariat for which they are responsible;
- not use the Organisation’s resources for their own personal benefit or for the benefit of third parties;
- report any fraud, corruption or misuse of the Organisation’s resources;
- not use their position within the Organisation, its name or logo or any information acquired in the course of their official duties to obtain undue benefits for themselves or third parties, or for any other inappropriate purpose. This obligation shall continue to bind them after they leave the Secretariat.
- shall not, except in the performance of their duties or by authorisation of the Secretary-General, communicate to any person unpublished information known to them by reason of their position, nor shall they at any time use such information to personal advantage including financial advantage. This obligation shall continue to bind them after they leave the Secretariat;
- not use their position within the Organisation, its name or logo or any information acquired in the course of their official duties to obtain undue benefits for themselves or third parties, or for any other inappropriate purpose;
- notify the Secretariat immediately, in writing, of any subsequent changes that may affect their status under the Staff Regulations and Rules (in particular in case the official receives a household allowance, a dependent’s allowance or an education allowance), as well as in any other case expressly provided in the Staff Manual;
- carry out their duties in accordance with the Code of Conduct of the International Energy Charter, which sets the framework and standards for the personal and professional conduct expected from officials of the Energy Charter Secretariat. The Code of Conduct does not replace existing provisions of the present Rules and Regulations, and cannot contradict their application.

- carry out their duties in accordance with the Manual on Data protection, which establishes a legal framework for data protection and confidentiality at the Secretariat. The Manual on Data protection does not replace existing provisions of the present Regulations and Rules, and cannot contradict their application.

d) On taking up their duties, officials must subscribe to the following declaration:

“I solemnly declare that I will carry out the duties entrusted to me as an official of the Energy Charter Secretariat loyally and conscientiously, respecting the confidence placed in me. In discharging these duties and in my official conduct I will have regard exclusively to the interest of the Secretariat. I will not seek or accept any instructions in connection with the exercise of my functions from any government or any authority external to the Secretariat. I will refrain from any action which might reflect upon my position as an official of the Secretariat. I will not communicate to any person unpublished information known to me by reason of my position at the Secretariat, nor shall I at any time use such information to my personal advantage including financial advantages.”
REGULATION 2 - DUTIES, OBLIGATIONS AND PRIVILEGES

Staff Circular

In the event an official of the Energy Charter Secretariat becomes aware of fraud, corruption or misuse of the Organisation’s resources, the official shall bring it in writing to the attention of the Secretary-General. If the official considers that the allegation has not been properly addressed, he or she should bring it in writing to the attention of the external auditor and may bring it to the attention of the Chair of the Conference or one of the Conference Vice-Chairs.
This code sets forth the framework and standards for the personal and professional conduct which is to be expected of those working with the International Energy Charter

INTEGRITY:

We are committed to maintaining the highest standards of professional and personal conduct. As such we affirm that we

- Carry out our duties in accordance with the highest standards of integrity and loyalty
- Do not use the Organisation’s resources or non-public information obtained through our position for private gain, either for ourselves or others
- Avoid abuse of the privileges and immunities conferred on the Organisation and its officials and actions that could be perceived as such
- Avoid situations that might result in real, perceived, or potential conflicts between our personal interest and those of the Organisation
- Take prompt action to remove ourselves from situations where conflicts of interest can or have occurred
- Shall take all reasonable steps to prevent misrepresentation on social medias
- Are honest and truthful in our dealings; fully presenting all facts in an unbiased and clear manner

LOYALTY:

We are faithful and true to the enduring our role of the Organisation in support of the current and future challenges it faces. As such, we affirm that we

- Always put the interest of the Organisation above our own and that of our individual nations, mindful of all applicable rules and regulations
- Demonstrate a unity of purpose focused on the goals and objectives of the Organisation
- Strive to make a personal contribution to the success of the Organisation, fostering a culture of results across the Organisation
- Contribute to the development and maintenance of a positive team spirit
- Support the principles upon which the Organisation was founded

IMPARTIALITY:

We serve the Organisation’s interest above our personal interests. As such, we affirm that we

- Won’t seek or accept any instructions in connection with the exercise of our functions from any government or any authority external to the Secretariat
- Keep and international outlook and base our recommendations and decisions on what is best for the Organisation as a whole, rather than the views or interest of our own, or any particular nation or nations
- Maintain our objectivity, impartiality and independence in our professional dealings, striving to be fair, just, and equitable in all our activities
- Do not accept gifts which might compromise our impartiality or give rise to the perception of a lack of impartiality in the conduct of our official duties.
- Do not engage in unauthorised outside employment or other off-duty activities that might conflict with or otherwise call into question the performance of our official duties.
- Do not use our position at the Organisation or proprietary information to unfairly secure future employment and will not use privileged information to unfair after our appointment.

**ACCOUNTABILITY:**

*We are responsible and accountable for our actions and decisions, or failure to act, and accept the consequences of their outcomes. As such, we affirm that we*

- Avoid any action that could lead to damage or risk to the Organisation.
- Are transparent in all we do, even when it does not reflect favourably upon us.
- Take full responsibility for our actions and take prompt action to resolve or correct any errors or omissions that we may make.
- Notify the secretariat immediately of any subsequent changes that may affect our status under the staff regulations and rules.
- Are mindful of the consequences of our actions and decisions before we take them.
- Care for and manage prudently the limited resources of our Organisation.
- Stay vigilant to any fraud, waste, and abuse that may occur within the Organisation and address and report them appropriately.

**PROFESSIONALISM:**

*We are professionals who are entrusted to carry out our duties to the utmost of our abilities for the common good. As such, we affirm that we*

- Protect the security and confidentiality of information entrusted to us with the utmost discretion in regard to all matters of official business.
- Participate in maintaining the safety and security of our information and our workplace.
- Maintain the highest level of competence in our assigned areas and strive for continuous improvement of our knowledge, skills, and abilities.
- Do not harass or discriminate against others in our workplace, and do not tolerate those who do.
- Put forth an honest effort in the daily performance of our duties.

If supervisors, provide fair leadership and take responsibility for the actions or inactions of our subordinates, ensuring they provide the Organisation with the best possible service by encouraging and rewarding those who perform well, while correcting those who fail to deliver up to standards.
REGULATION 2 c) – MANUAL ON DATA PROTECTION

Staff Circular

I – General Provisions

Article 1
Purpose

1.1 Data protection is important for the safe exchange, secure storage and confidential treatment of personal data. In the context of its international public mandate, the Energy Charter Secretariat (‘the Secretariat’) is required to process personal data from its officials, individuals directly involved in the work of the Secretariat (Seconded experts, Fellows, Interns and Staff on Loan), delegates and participants to events organised or co-organised by the Secretariat and third parties interacting with the Secretariat (recruitment, enquiries etc.)

1.2 The use of personal data also requires the Secretariat to share these data with other parties (mainly representatives of Members and Observers of the Energy Charter Conference). In doing so, the Secretariat needs to ensure that data protection is applied consistently by means of effective and sustainable measures.

1.3 The Energy Charter Secretariat has always ensured a high level of data protection in its activities in accordance with international standards and best administrative practices. The key objective of the Manual on data protection (‘the Manual’) is to codify existing practice in order to ensure that every individual whose personal data are used by the Secretariat is guaranteed protection of his/her privacy. In doing so, the Manual aims to prevent unnecessary and inappropriate disclosure or mishandling of personal data and to provide the Secretariat with the adequate means of compliance and follow-up in case of breach or misuse.

Article 2
Scope

2.1 The Manual applies to the processing of personal data by the Secretariat.

2.2 Compliance with the Manual is mandatory for all officials of the Secretariat as well as individuals directly involved with the work of the Secretariat (Fellows, Seconded experts, Staff on Loan and Interns).

2.3 Obligations contained in the Manual shall continue to apply, when relevant, even after individuals are no longer involved with the Secretariat.

2.4 The Manual does not replace existing provisions of the Staff Manual and cannot contradict their application.

Article 3
Framework

In implementing its data protection measures, the Secretariat will take into account evolving international standards and best administrative practices.
II – Definitions

Article 4

For the purposes of this Manual, the following definitions shall be understood as detailed hereafter:

- ‘Personal data’: all information that could be used to identify an individual. Personal data may include biographical data (such as name, sex, marital status, date and place of birth, country of origin, individual registration number, religion and ethnicity), biometric data (such as a photograph, fingerprint, facial or iris image), audio recordings, verification documents (such as copies of passports, identity cards, visas or marriage certificates), personal documents (such as health records or bank details). This list is not exhaustive and merely illustrates different types of personal data.

- ‘Processing of personal data’: any operation performed on personal data, whether or not by automated means. The processing of personal data includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, retention or destruction.

- ‘Data subject’: any individual whose personal data is subject to processing by the Secretariat.

- ‘Data controller’: the official of the Secretariat who has the authority to oversee the management of, and to determine the purposes for, the processing of personal data.

- ‘Data processor’: any official of the Secretariat, individuals directly involved in the work of the Secretariat (Seconded experts, Fellows, Interns and Staff on Loan) or other individual or organisation that processes and collects personal data on behalf of the Secretariat.

- ‘Consent’: any freely given, specific, informed and unambiguous indication by the data subject by which he/she shows agreement to the processing of his/her personal data.

- ‘Personal data breach’: a breach of data security leading to the accidental or unlawful/illegitimate destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transferred, stored or otherwise processed by the Secretariat.

- ‘Implementing partners’: natural or legal persons independent from the Secretariat and engaged with the latter to implement activities of the Secretariat’s programme of work (e.g. co-organisation of conferences, workshops etc.)

III – Main principles

In the course of processing personal data, the Secretariat shall apply and respect the following main principles.

Article 5

Legitimate and fair processing

Processing of personal data may only be carried out on a legitimate basis and in a fair, lawful and transparent manner.

Article 6

Purpose specification

6.1 Personal data can only be collected and kept for specific and legitimate purposes and shall not be processed in a way incompatible with this/those purposes.
6.2 Purposes for processing personal data that are within the Secretariat’s mandate may include:
- Organising, advertising and promoting annual meetings, workshops, conferences, trainings and other external events;
- Planning, organising and follow up to internal meetings as well as disseminating official documents;
- Sharing information on the Secretariat’s activities and distribution of newsletters;
- Referring to authors and contributors in publications of the Secretariat;
- Replying, managing and keeping a registry of requests on legal issues (including access to the Travaux Préparatoires) and requests to the Conflict Resolution Centre;
- Distribution of documents to members of informal groups or taskforces of the Secretariat;
- Creating and managing delegates’ accounts on the Secretariat’s website;
- Management of the recruitment process, human resources and statistic information on personnel issues.

6.3 The Secretariat may also process data in connection with any other activity necessary to carry out its tasks.

### Article 7
Necessity and proportionality

The processing of personal data shall be necessary and proportionate to the purpose(s) for which it is being processed. Therefore, data that is processed shall be adequate and relevant to the identified purpose(s) and not exceed these purpose(s).

### Article 8
Accuracy

8.1 Personal data shall be recorded as accurately as possible and, where necessary, updated to ensure it fulfills the purpose(s) for which it is processed.

8.2 Every reasonable step must be taken to ensure that personal data that are inaccurate, or unnecessary for the purposes for which they are processed, are rectified without delay, as detailed in Article 13 of the Manual.

### Article 9
Confidentiality

9.1 Personal data shall be processed by the Secretariat as confidential. The confidentiality of the personal data shall be maintained at all times.

9.2 In order to ensure and respect confidentiality, personal data must be filed and stored in a way that it is accessible only to the authorised persons and transferred only through the use of protected means of communication. In doing so:
All CVs (and any personal data contained in them) received for official positions and applications/expressions of interest for non official positions at the Secretariat (Seconded experts, Fellows, Interns and Staff on Loan) shall be processed and kept secured by the Finance and Administration (FINAD) official nominated for this purpose. There shall be a back-up official nominated to have access to this information in the absence of the specific FINAD official.

- In case of recruitment of an official position or a fellowship, also the Secretary General and the members of the particular Selection Panel shall have access to personal data received for such recruitment/fellowship.
- In case of internships, also Senior Management and Heads of Unit shall have access to personal data received for internships.
- In case of secondment or staff on loan, also Deputy Secretary General shall have access to personal data received for such secondment/staff on loan.

All information related to visa, medical certificates and leaves, part-time or teleworking shall be processed and kept secured only by the FINAD official nominated for this purpose and stored in a folder accessible by this official only. There shall be a back-up official nominated to have access to this information in the absence of the specific FINAD official;

- All information related to personal information of officials, Seconded experts, Fellows, Interns and Staff on Loan shall be processed and kept secured only by the FINAD officials nominated for this purpose and stored in a folder accessible by them only;
- All personal data received in relation to meetings or events organised or co-organised by the Secretariat shall be stored in a specific folder for such event or meeting accessible to officials of the Secretariat only;
- Business cards received during a mission shall be used only for professional purposes and shall be stored in a folder accessible to officials of the Secretariat only;
- All information related to legal requests (including access to the Travaux Préparatoires) and requests related to the Conflict Resolution Centre shall be stored by Legal Affairs and accessible to officials of the Legal Affairs Unit of the Secretariat (Legal Affairs) only;
- All information related to the delegates account shall be processed by the officials nominated for this purpose and stored in a specific folder managed by these officials only.

Official @encharter.org email accounts shall be used for official purposes. The day after an official, Seconded expert, Intern, Fellow or Staff on Loan finish his/her working relationship with the Secretariat, his/her @encharter.org account will be closed and not accessible anymore. If needed in order to follow up any ongoing project, Secretary General may authorise diversion of incoming emails to such account for a period of seven days after the @encharter.org account shall be closed. After that period, the account will be deleted.

In view of safeguarding the confidentiality of their personal information, officials, Seconded experts, Fellows, Interns and Staff on Loan shall not keep their personal files in the Secretariat’s Shared-Drive. All the content in their Home-drive shall be completely erased before the end of their working relationship with the Secretariat. The day after,
their cloud access will be closed and any information contained in the Home-drive completely erased.

9.5 Senior Management can request statistics or general information for management purposes. They shall know who has access to each folder in the Share-Drive and confirm any change of it. In addition, Senior Management can request access and use of personal information in case of proceedings in Disciplinary matters (Regulation 24) and Disputes (Regulation 25 and Regulations 25-Bis), including proceedings before the Advisory Board and ILOAT. The Advisory Board can also request access and use of relevant personal information in case of proceedings before them.

Article 10
Security

10.1 Personal data shall be processed in a manner that ensures appropriate security, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate and reasonable technical and organisational measures.

10.2 Organisational measures shall include:

- Setting up standard operating procedures depending on the nature of the data processed;
- Organising compulsory officials trainings on data protection.

10.3 Technical measures shall include:

- Maintaining physical security of premises, individual offices, servers, portable equipment, vaults, cupboards and drawers;
- Maintaining computer and information technology security, for example, access control (e.g. passwords).

10.4 Where personal data are processed by automated means, reasonable measures shall be taken to ensure that it will subsequently be possible to check which personal data have been processed, at what times and by whom.

10.5 In case of security situations that pose a serious risk of personal data breaches, the Secretariat shall take all necessary and possible steps to avoid such personal data breaches, relocating or, as a matter of last resort, destroying individual case files, whether in paper or electronic form, that contain personal data, in order to prevent harm to data subjects.

IV. Rights of the data subject

Article 11
Information

11.1 Information about data processing shall be made available on the Secretariat’s website.

11.2 When necessary, such information should also be shared directly with the data subject in the course of the processing of his/her personal data.
11.3 In particular, information about the right to rectify and/or delete personal data as well as the contact for additional information shall be included in the Personal Sheet of officials, Seconded experts, Fellows, Interns and Staff on Loan, as well as in invitations/registrations for meetings and events organised or co-organised by the Secretariat.

**Article 12**
**Access**

Upon request data subjects shall be given an opportunity to verify the personal data retained by the Secretariat and shall be given access to them, unless otherwise specified.

**Article 13**
**Accuracy and rectification**

At the request of the data subject, records containing mistakes or inaccurate data shall be corrected without delay. The right of rectification also includes a right of notification or rectification to the third parties to whom the data have been disclosed.

**Article 14**
**Objection**

Data subjects may at any time object the processing of data relating to them based on legitimate or public interests. The right to object to processing is absolute when intended for promotion and/or profiling reasons.

**Article 15**
**Deletion**

Data subjects shall be able to have their personal data deleted when retention of such data is not in compliance with the Manual as detailed in Article 21 c) of the Manual.

**Article 16**
**Withdrawal of consent**

Data subjects shall have the right to withdraw their consent at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

**Article 17**
**Modalities of request**

Requests for information about access, correction, deletion or objection of personal data may be made by the data subject or by his/her authorised legal representative. Requests are to be submitted in writing to Legal Affairs.

**Article 18**
**Exceptions**

Exceptions to one of the above mentioned rights can be made in the case of compelling reasons of confidentiality or in the public interest.
V. Data processing at the Energy Charter Secretariat

Article 19
Consent of the data subject

19.1 Consent of the data subject to the processing of his/her personal data for one or more specific purposes should be sought.

19.2 In particular, the Secretariat should sought the consent for data processing of:
- Participants when organising internal or external meetings, annual events, workshops, trainings, conferences etc. via the registration form;
- Delegates when creating their personalised access to the delegates’ website;
- Applicants during recruitment process via the vacancy announcement;
- Officials, Seconded experts, Fellows, Interns and Staff on Loan when processing their personal data in the course of their contract at the Secretariat via the personal information sheet or via any other correspondence with them when necessary;
- Via subscription to the newsletter and information on ECS events.

Article 20
Notification of a data breach

20.1 Data subjects are required to notify the data controller without undue delay upon becoming aware of a personal data breach concerning their data and to properly record the breach.

20.2 Data controllers are also required, without undue delay, to notify any personal data breach to Legal Affairs, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons. If a personal data breach is likely to result in personal injury or harm to a data subject, the data controller should use his/her best efforts to inform the data subject and take mitigating measures as appropriate.

Article 21
Retention, storage and deletion of personal data

21.1 Personal data should be kept for as long as necessary, and shall be destroyed or rendered anonymous as soon as the specified purpose(s) of data processing have been fulfilled.

a) Retention

21.2 In order to ensure that data are not kept longer than necessary, a retention period is set in Annex 2 of the Manual. At the end of such period, a review should be carried out to determine whether the data is still required. Depending on the findings of the review, the retention period may be renewed when necessary or the data erased or archived.

21.3 When renewing the retention period of the personal data, consent of the data subject shall be sought if the original purpose of the retention has been modified.

b) Storage
21.4 Personal data shall be kept in safe and secure locations with appropriate confidentiality and access control measures (e.g. passwords, restricted folders…) as detailed in Article 9 of the Manual.

21.5 Data controllers shall ensure that the integrity and quality of electronic and paper records are maintained throughout the life cycle of data processing.

c) Deletion

21.6 Personal data should not be kept for an indeterminate period. Electronic and paper records, as well as respective backups, should be destroyed, returned or rendered anonymous as soon as retention periods have expired, as detailed in Annex 2 of the Manual.

21.7 Personal data should be deleted when:
- They are no longer necessary for the purposes for which they were collected or otherwise further processed;
- The data subject withdraws his/her consent for processing;
- The data subject objects to the processing and his/her objection is upheld by the Secretariat; or
- The Manual otherwise provides for deletion.

21.8 However, personal data should not be deleted when there is a legitimate reason for archiving them, such as for statistical or historical purposes or for accountability of the Secretariat’s action.

VI. Data processing by implementing partners

Article 22

22.1 Where the collection and processing of personal data is one of the responsibilities of an implementing partner of the Secretariat (e.g. a co-organiser of a conference), implementing partners are expected to respect and implement the same or comparable standards and basic principles of personal data protection as defined in the Manual.

22.2 However, the Secretariat shall not be responsible for breaches of one of its implementing partners.

VII. Transfer of personal data to third parties

Article 23

23.1 The Secretariat may transfer personal data to third parties on condition that the third party affords an adequate level of data protection in conformity with international standards.

23.2 Particularly, transfer of personal data to third parties should respect the following:
- Transfer is based on one or more specific and legitimate purpose’s;
- The personal data to be transferred is adequate, relevant, necessary and not excessive in relation to the purpose’s for which it is being transferred;
- The third party confirms the confidentiality of personal data transferred.
VIII. Accountability and supervision

Article 24

24.1 Legal Affairs will ensure compliance with the Manual.

24.2 In carrying its functions, Legal Affairs will in particular:

- Provide advice, support and training on data protection within the Secretariat;
- Monitor and report on compliance with the Manual to the Secretary General (e.g. infringement, deficiencies etc.);
- Bring to the Secretary General’s attention any proposal for improvement of the data protection system and request the rectification, blocking, or erasure of all data processed in breach of the Manual;
- Provide advice when requested and/or necessary;

IX. Compliance and internal appeals

Article 25

25.1 Officials in breach of their obligations under the Manual may be liable to disciplinary measures in accordance with the provisions of the Staff Manual.

25.2 Seconded experts, Fellows, Interns and Staff on Loan in breach of their obligations under the Manual may be liable to possible termination of contract in accordance with the Internal Rules applicable to them and the provisions of the Code of Conduct.

X. Entry into force and revision

Article 26

26.1 The Manual shall enter into force on the date of its approval by the Energy Charter Conference.

26.2 A revision of the Manual shall take place 12 months after its entry into force, and after that revisions shall take place as part of the reviews under Article 34 (7) of the Energy Charter Treaty. Additional amendments of the Manual may be approved, when necessary, by the Budget Committee.

ANNEX 1: MODEL PARAGRAPHS

Invitations and Registration forms

The paragraph below shall be included in invitations/registration forms for:

a) Annual meetings and any other forum/event/workshop/training organised or co-organised by the Secretariat, including Industry Advisory Panel meetings, in which the Secretariat has control of the registration data, photos, audio, video etc.;

b) Internal meetings of the subsidiary bodies of the Conference;

Please note that by registering for this event, you consent to our processing of your personal data as well as being photographed and audio/video recorded. You can change
your data or have them deleted at any time. If you have any questions or comments, please refer to legalaffairs@encharter.org.

**Vacancies**

Announcements of vacancies and consultancy contracts shall include the paragraph below:

All personal information contained in the CV and application will be duly processed by the Secretariat. You can change your data or have them deleted at any time. If you have any questions or comments, please refer to legalaffairs@encharter.org.

The same paragraph shall appear in the general “jobs/vacancies” section of the website of the Secretariat.

**Internal Debriefing Notes**

Debriefing notes shall include the statement below and shall be stored (together with business cards) in the Shared Drive accessible only to officials of the Secretariat:

The content of this debriefing note shall not be shared outside the Secretariat and its information cannot be used for private purposes. Upon express request of a delegate and on case by case basis, the Secretary General may agree to show at the Secretariat the content of a debriefing note.

**Email signatures**

The paragraph below shall be added to the signature of official @encharter.org emails:

This e-mail is intended for the use of the named recipient only. Information contained in this e-mail and its attachments may be privileged, confidential and protected from disclosure. If you are not the intended recipient, please do not read, copy, use or disclose this communication to others. Please also notify the sender by replying to this message and then delete it from your system.

**Appointment letter**

Appointment letters of officials shall include a reference to the Manual on data protection:

This appointment is governed by the provisions of the Staff Regulations, Staff Rules (including any subsequent amendments as may be approved by the Charter Conference), Staff Circulars and by the terms of this letter. The Code of Conduct and the Manual on Data Protection are also applicable.

Similarly, appointment letters of Seconded experts, Fellows, Staff on Loan and Interns—as well as contracts with consultants—shall also refer to the Manual on Data Protection.
Personal Information Sheet

The following paragraph shall be included in the personal information sheet:

Please note that by signing this document you consent to our processing of your personal data, including any future update, for the purpose of your contract with the Secretariat. If you have any questions or comments, please refer to legalaffairs@encharter.org. You can also check the Manual on Data Protection.

Newsletter

The paragraph below shall be included in the Newsletter emails:

You received this email because you are subscribed to the Newsletter of the International Energy Charter. You can unsubscribe, change your data or have them deleted at any time. If you have any questions or comments, please refer to legalaffairs@encharter.org.

Dissemination emails

The paragraph below shall be included in the emails sent by the front desk when creating a password for accessing the account of a new delegate:

Please note that by registering, you consent to our processing of your personal data. Hereby, you also subscribe to our Newsletter and agree to receive dissemination messages from the Secretariat for information purposes. You can unregister, change your data or have them deleted at any time. If you have any questions or comments, please refer to legalaffairs@encharter.org.

ANNEX 2: RETENTION PERIODS

- Personal Data from individuals (other than government officials or officials of international organisations) who participated in a conference, workshop, training or any event organised or co-organised by the Secretariat:
  o Physical copies (e.g. physical registration forms): 1 month after the event.
  o Electronic copies: 1 year after the event. After that, only non-Personal Data (e.g. name of company or institution, country…) would be kept for statistic purposes.


- Audio recordings of meetings of the Conference and its subsidiary bodies, as well as electronic copies of documents related to them containing personal data of government officials will be kept safely stored and accessible only to officials without any particular retention period. However, physical copies should not be retained for more than 1 year.

- Personal Data contained in the database of subscriptions to the newsletter and information of ECS activities: until request to unsubscribe.
- Personal Data contained in requests for general information should not be stored and emails should be deleted after been replied.

- CV and applications:
  o Non selected applications for official positions:
    □ Physical copies: 1 month after the acceptance of the appointment letter by the selected official.
    □ Electronic copies: 6 months after the acceptance of the appointment letter by the selected official.
  o Non selected applications for Fellowships, unsolicited applications and consultants (physical and/or electronic copies): 1 month after the acceptance of the appointment letter by the selected fellow.
  o Selected officials (physical and/or electronic copies): 5 years after the end of their working relationship with the Secretariat.
  o Selected interns, fellows, consultants, seconded experts and staff on loan (physical and/or electronic copies): 1 month after the end of their relationship with the Secretariat.

- Personal Data of officials (other than CVs and application): 5 years after the end of their working relationship with the Secretariat. After that, only an electronic file will be kept with the name, surname, position and timing of work at the Secretariat for statistic and historical purposes.

- Personal Data of Interns, Consultants, Seconded Experts, Fellows and Staff on Loan (other than CVs and application): 1 year after the end of their working relationship with the Secretariat. After that, only an electronic file will be kept with the name, surname, unit and timing of work at the Secretariat of the Seconded expert or Staff on loan for statistic and historical purposes. For the rest, only an electronic file will be kept with the institution, country, timing and (if any) particular report produced.

- Personal Data in the registry of legal requests, including access to the Travaux préparatoires, and requests linked to the Conflict Resolution Centre: 5 years. After that, only non-Personal Data will be kept for statistic purposes. In case of personal data related to good offices, mediation or support in a particular case, they will be kept secured for as long as necessary.

- Personal Data linked with the delegates’ account: until reception of the request to close the account. Personal Data contained in Excel tables of countries/IOs: until the person is no longer in office.

- Personal data of non-delegates members of groups/task forces established by the Secretariat (including Industry Advisory Panel and Legal Advisory Task Force): until the dissolution of the informal group or until the end of the individual membership to such group. An electronic file will be kept with the name of the company, location of the office and timing for statistic purposes.

**ANNEX 3: DATA CONTROLLERS**

| • Recruitment                       | FINAD official dealing with human resources and contracts |
| • Personal data of officials        | FINAD official dealing with visas and special cards |
| • Personal data related to Interns, Seconded experts, Fellows, unsolicited applications, Staff on loan, Consultants | |

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| • Legal requests                      | Legal Affairs |
| • Access to the Travaux préparatoires |               |
| • Personal data related to Conflict Resolution Centre |               |
| • Personal data of delegates         | Front Office  |
| • Personal data contained in excel tables of countries/IOs | Official in charge of the country/IO |
| • Database linked to newsletter and dissemination list for information on events/publications | Official in charge of the newsletter |
| • Personal data of non-government officials related to ministerial meeting of the conference, forums, events, seminars, trainings | Official in charge of the registration of the particular event Legal Affairs can support in deletion process |
| • Personal data related to non-delegates members of groups/task forces established by the Secretariat (including IAP and LATF) | Official in charge of the group/task force |
REGULATION 2-BIS.1

1. Any official who, in the course of or in connection with the performance of his/her duties, becomes aware of facts which give rise to a presumption of the existence of possible illegal activity, including serious irregularities, fraud, corruption or misuse of resources or other serious wrongdoings detrimental to the interests of the Conference or of conduct relating to the discharge of professional duties which may constitute a serious failure to comply with the obligations of officials shall without delay inform either his/her immediate superior and/or the Deputy Secretary General and/or the Secretary-General, or if he/she considers it useful, the External Auditor or the Chair of Conference or the Vice-Chair of Conference [or the Management Committee]. Information mentioned in the first subparagraph shall be given in writing. This paragraph shall also apply in the event of serious failure to comply with a similar obligation on the part of any other person in the service of or carrying out work for the Conference.

2. Any official receiving the information referred to in paragraph 1 shall without delay transmit to his/her immediate superior and/or Deputy Secretary-General and/or the Secretary-General and/or the External Auditor and/or the Chair or Vice-Chair of Conference [and/or the Management Committee] any evidence of which he/she is aware from which the existence of the serious irregularities, fraud, corruption or misuse of resources or serious wrongdoings referred to in paragraph 1 may be presumed.

3. Any official shall not suffer any prejudicial effects on the part of the institution as a result of having communicated the information referred to in paragraphs 1 and 2, provided that he/she acted reasonably and honestly.

4. Paragraphs 1 to 3 shall not apply to documents, deeds, reports, notes or information in any form whatsoever held for the purposes of, or created or disclosed to the official in the course of, proceedings in legal cases, whether pending or closed.
REGULATION 2-BIS.2

1. Any official who further discloses information as defined in Regulation 2-bis.1 para. 1, shall not suffer any prejudicial effects provided that both of the following conditions are met:

   (a) the official honestly and reasonably believes that the information disclosed, and any allegation contained in it, are substantially true; and

   (b) the official has previously disclosed the same information to his/her immediate superior and/or the Deputy Secretary and/or Secretary General or the External Auditor, or the Chair of Conference, or the Vice-Chair of Conference [or Management Committee] and has allowed them in the period of time set by them, given the complexity of the case, to take appropriate action. The official shall be duly informed of that period of time within 60 days.

2. The period referred to in paragraph 1 shall not apply where the official can demonstrate that it is unreasonable having regard to all the circumstances of the case.

3. Paragraphs 1 and 2 shall not apply to documents, deeds, reports, notes or information in any form whatsoever held for the purposes of, or created or disclosed to the official in the course of, proceedings in legal cases, whether pending or closed.
REGULATIONS 2-BIS.1 – 2-BIS.2 - INTERNATIONAL ENERGY CHARTER
WHISTLEBLOWING GUIDELINES

Staff Circular

1. Introduction

1.1. General

Having procedures for raising concerns about serious irregularities, fraud, corruption or misuse of resources or other serious wrongdoings is relevant for all responsible organisations and for the people who work there. While good internal control systems can reduce the probability of something going seriously wrong, the risk can never be reduced to zero. Where this risk materialises, the first people to realise or suspect the problem will often be those who work in or with the organisation. Yet, unless the culture is one where employees believe that it is safe and accepted that such concerns are raised, the risk is that people will stay silent. This denies the organisation an important opportunity to detect and investigate the concern, to take any appropriate action and to protect its assets, integrity and reputation.

The most effective way to encourage officials, secondees, visiting scholars, interns and staff on loan to report concerns is to provide assurance of protection of their position. Clearly defined channels for internal reporting, as well as safe and accepted routes through which officials, secondees, visiting scholars, interns and staff on loan may raise concerns outside the organisation as an option of last resort, should be in place.

Viewed in this way, having whistleblowing procedures and whistleblower protection in place is a question of good management and a means of putting into practice the principle of accountability. They contribute to improving the diligence, integrity and responsibility of an organisation.

To this end, it is necessary to develop, adopt and include the guidelines on whistleblowing in the Staff Manual as well as in the publication regarding the Main Internal Provisions, Rules and Decisions of the Organisation.

While the existing rules have already triggered a number of ILOAT cases, officials, secondees, visiting scholars, interns and staff on loan may be reticent to make full use of the whistleblowing guidelines because of a fear of negative repercussions on their reputation or career. As part of the duty of the Energy Charter Conference and the Energy Charter Secretariat to have regard for the interests of officials, secondees, visiting scholars, interns and staff on loan it is necessary to ensure that officials, secondees, visiting scholars, interns and staff on loan who report serious wrongdoings or concerns in good faith are afforded the utmost confidentiality and greatest degree of protection against any retaliation as a result of their whistleblowing.

As whistleblowing policies and arrangements are widely recognised as an important tool to detect serious irregularities, fraud, corruption and misuse of resources and serious wrongdoings, it is important that officials, secondees, visiting scholars, interns and staff on loan fully understand the types of situations where the obligation to ‘blow the whistle’ applies, and to whom they should address their concerns.
Providing guidance on this issue is part of the International Energy Charter overall ethics policy, which aims, inter alia, at clarifying the rules regarding professional ethics and conduct in the organisation.

The Energy Charter Conference approves the guidelines on whistleblowing together with the relevant Articles 1 and 2 to be included in the Staff Rules and Regulations (as Regulation 2-bis.1 and Regulation 2-bis.2) as well as in the publication regarding the Main Internal Provisions, Rules and Decisions of the Organisation.

1.2. Basic principles

 Officials, secondees, visiting scholars, interns and staff on loan of the Secretariat have a duty to report serious irregularities, fraud, corruption or misuse of resources or other serious wrongdoings. For this purpose, officials, secondees, visiting scholars interns and staff on loan have reporting channels as determined under point 2 ‘Reporting procedures’.

The principal channel is the normal chain of hierarchical command. If an official, secondee, visiting scholar, intern or staff on loan considers it to be safer to bypass the normal chain of hierarchical command, they must be able to do so.

In particular, the principal channel for serious irregularities, fraud, corruption or misuse of resources or other serious wrongdoings is described under Regulation 2 of the Staff Regulations and Rules and its staff circular.

Officials, secondees, visiting scholars, interns and staff on loan who report on serious irregularities, fraud, corruption or misuse of resources or serious wrongdoings in good faith must not under any circumstances be subject to retaliation for whistleblowing. These officials, secondees, visiting scholars, interns and staff on loan must be protected and their identity must remain confidential if they so desire.

The Secretariat or the External Auditor or the Chair/Vice-Chair of the Conference [or the Management Committee] must verify the reported facts in the appropriate manner and, if they are confirmed, the Conference and the Secretariat will take all necessary steps to ensure the appropriate follow-up. The rights of defence of any person implicated by the reported incidents must be respected. Malicious or frivolous denunciations will not be tolerated.

1.3. Scope of the guidelines

The International Energy Charter whistleblowing guidelines apply to all officials, secondees, visiting scholars, interns and staff on loan of the Secretariat, irrespective of their position.

Under the whistleblowing guidelines, officials, secondees, visiting scholars, interns and staff on loan have to report serious irregularities, fraud, corruption or misuse of resources or other serious wrongdoings. As the whistleblowing policies and arrangements are essentially a detection mechanism to bring cases to the attention of the relevant authorities, the duty to report concerns only serious irregularities, fraud, corruption or misuse of resources or serious wrongdoings, and particularly those that may be detrimental to the financial interests of the Conference.
Accordingly, not every reporting qualifies as whistleblowing in the sense of these guidelines. For example, the guidelines are not intended to apply to the reporting of the following types of information:

- Information already in the public domain (for example newspaper articles, publicly available audits);
- Unsubstantiated rumours and hearsay;
- Matters of a trivial nature;
- Disagreements over legitimate policy;
- Information not linked to the performance of one’s duties.\(^3\)

Neither do the guidelines apply to information for which specific procedures are available to an official, secondee, visiting scholars, interns and staff on loan:

- Personnel issues where officials have a personal interest in the outcome. In these cases, officials may exercise their statutory rights under the Staff Manual.
- Harassment claims and personal disagreements or conflicts with colleagues or hierarchy for which, Regulation 25-bis of the Staff Manual applies.

Nor do the guidelines apply to disclosures that cannot be considered as reasonable or honest, such as:

- Abusive disclosures (repeated disclosures of alleged facts aimed merely at paralysing a service);
- Malicious, frivolous or potentially defamatory disclosures (i.e. false or unverifiable accusations with the aim of harming another person’s integrity or reputation).

### 1.4. Definitions

For the purpose of the guidelines, a ‘whistleblower’ is an official, secondee, visiting scholars, interns and staff on loan acting in good faith, who reports facts discovered in the course of or in connection with her or his duties which point to the existence of serious irregularities, fraud, corruption or misuse of resources or serious wrongdoings. The reporting should be done in writing, and without delay, as determined under point 2 ‘Reporting procedures’.\(^4\)

‘Good faith’ can be taken to mean the belief in the veracity of the reported facts, i.e. the fact that the official, secondee, visiting scholars, interns and staff on loan reasonably and honestly believes the transmitted information to be true. Good faith is presumed unless and until proven otherwise.

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\(^3\) This is not to say that the Energy Charter Secretariat does not react to this information, but that the whistleblowing guidelines do not apply in this case.

\(^4\) Prior to reporting, officials, secondees, visiting scholars, interns and staff on loan may seek guidance and support as described in section 5. This does not have to be done in writing.
‘Retaliation’ is defined as any direct or indirect action or threat of action which is unjustly detrimental to the whistleblower and resulting from the whistleblowing, including, but not limited to, harassment, discrimination, negative appraisals and acts of vindictiveness.

‘Confidentiality of identity’ means that the identity of the whistleblower is known to the recipient of the information but is kept confidential vis-à-vis the person(s) potentially implicated in the serious irregularities, fraud, corruption or misuse of resources or serious wrongdoings reported and used on a strict need-to-know basis.

‘Anonymity’ refers to the situation whereby the identity of the source of the information is not known to the recipient.

Officials, secondees, visiting scholars, interns and staff on loan who make a report in bad faith, particularly if it is based knowingly on false or misleading information, shall not be protected and shall normally be subject to disciplinary measures. The Secretariat and/or the Secretary-General and/or the Deputy Secretary-General and/or the External Auditor and/or the Chair and/or Vice-Chair of the Conference [and/or the Management Committee] bear the burden of proof in this context.

2. REPORTING PROCEDURES

2.1 Report to the immediate superior and/or the Deputy Secretary General and/or the secretary-general

Officials, secondees, visiting scholars, interns and staff on loan who, in the course of or in connection with their duties, discover that serious irregularities, fraud, corruption or misuse of resources or serious wrongdoings may have occurred or may be occurring within the Secretariat, are obliged to report this discovery forthwith and in writing to their immediate superior and/or the Deputy Secretary-General and/or the Secretary General.

2.2 Report to one of the External Auditor and the Chair/Vice-Chairs of the Conference [and the Management Committee]

If there is a concern that this disclosure may lead to retaliation or that the intended recipient of the report is personally implicated in the serious irregularities fraud, corruption or misuse of resources or serious wrongdoings or the official, secondee, visiting scholars, interns and staff on loan considers that the allegation was not properly addressed within the period indicated in section 4 below, the official, secondee, visiting scholar and intern in question should bypass this direct means of internal reporting. He or she should bring it in writing to the attention of one of the following: the External Auditor and the Chair of the Conference and one of the Vice-Chairs of Conference [and the Management Committee]. Upon receipt of the information reported internally, the Secretariat, or one of the following the External Auditor and the Chair/Vice-Chair of the Conference [and the Management Committee], must give the whistleblower, within 60 days of receipt of the information, an indication of the period of time that it considers reasonable and necessary to take appropriate action.

If no action is taken within that period of time, or if the whistleblower can demonstrate that the period of time set is unreasonable in light of all the circumstances of the case, he or she may make use and in parallel of the possibility of whistleblowing to the External Auditor or the
Chair/Vice-Chair of the Conference [or the Management Committee] to which the whistleblower has not reported yet.

Disclosure to the External Auditor or the Chair/Vice-Chair of the Conference [or the Management Committee], which are clearly able to hold the Secretariat to account because of their institutional role, but are also themselves subjected to the duty of discretion, therefore strikes an effective balance between the public interests of confidentiality and loyalty and those of transparency and accountability.

The Conference and the Secretariat are under the obligation to ensure the confidentiality of information received and officials, secondees, visiting scholars, interns and staff on loan of the Secretariat are therefore necessarily subjected to a duty of discretion.

It is up to the official, secondee, visiting scholars, interns and staff on loan to choose the most appropriate channel for reporting the serious irregularities, fraud, corruption or misuse of resources or serious wrongdoings that they must disclose. However, if a matter is reported to others who are not competent to deal with it, it is up to the recipient of the information to transmit, in the strictest confidence, the relevant information and documents to the competent person/authority/institutions and to inform the official, secondee, visiting scholars, interns, staff on loan accordingly.

3. PROTECTION OF WHISTLEBLOWERS

Official, secondee, visiting scholars, interns and staff on loan who reports an allegation of serious irregularities, fraud, corruption or misuse of resources or serious wrongdoings, provided that this is done in good faith and in compliance with the provisions of these guidelines, shall be protected against any acts of retaliation.

It should be noted that official, secondee, visiting scholars, interns and staff on loan will not be expected to fully prove that a serious irregularity, fraud, corruption or misuse of resources or serious wrongdoing is occurring, nor will they lose protection simply because their honest concern turned out to be unfounded. Nevertheless, to benefit of the protection the reporting official, secondee, visiting scholars, interns and staff on loan has to provide credible evidence.

The protection continues to apply in cases of external disclosures, provided that the official secondee, visiting scholars, interns and staff on loan honestly and reasonably believes that the information and any allegation in it are substantially true. In this context, account will be taken of any information the official, secondee, visiting scholars, interns and staff on loan has had from the Secretariat and from the External Auditor and the Chair/Vice-Chair of the Conference [and the Management Committee] following the initial reporting.

In addition, the following specific protective measures apply:

Confidentiality of identity

The protection of a person reporting a serious irregularity, fraud, corruption or misuse of resources or serious wrongdoings in good faith shall be guaranteed, first of all, by the fact that their identity will be treated in confidence.

This means that their name will not be revealed to the person(s) potentially implicated in the alleged serious irregularity, fraud, corruption or misuse of resources or serious wrongdoings,
or to any other person without a strict need to know unless the whistleblower personally authorises the disclosure of his/her identity or this is a requirement in any subsequent criminal law proceedings. In all other cases, the Conference, the Secretariat and the External Auditor and the Chair/Vice-Chair of the Conference [and the Management Committee] commits to keep the identity of the whistleblower confidential.

In this respect, the disciplinary procedures opened based on information of which the source is not revealed are regular, as long as it does not affect the possibility of the person who is subject to a subsequent disciplinary procedure to comment on the facts or documents transmitted, or on the conclusions that the organisation draws from them. The disciplinary rules of the organisation must allow it to keep the identity of the whistleblower confidential, while ensuring that the rights of defence of the person concerned are fully respected.

**Mobility**

If the official, secondee, visiting scholars, interns and staff on loan concerned wishes to be moved to another unit of the Secretariat in order to safeguard him- or herself against potential hostile reactions from his or her immediate work environment, then the Secretariat will take reasonable steps to facilitate such a move. In practice, the officials, secondees, visiting scholars, interns and staff on loan who consider it necessary to move to a different unit may address themselves to the Head of the Finance & Administration [/External Activities and Administration] Unit or the Deputy Secretary General or the Secretary General, which/who will provide them with counseling in order to identify the type of available post, which fits their profile and professional aspirations and needs of the Secretariat.

In urgent and duly justified cases, the protective measure of a transfer will be taken, including to fill an existing vacancy if possible, by the Secretary General or the Deputy Secretary General or the Chair of the Conference in consultation with the Vice-Chairs [and the Management Committee].

**Appraisal, advancement and promotion**

Particular care will be taken during staff appraisal, advancement and promotion procedures to ensure that the whistleblower suffers no adverse consequences in this context.

**Anonymity**

In order for the Conference and the Secretariat in particular to be able to apply protective measures, the official, secondee, visiting scholars, interns and staff on loan concerned should identify him- or herself as a whistleblower, and to observe the procedures as outlined above.

The protection offered reduces the need and justification for anonymity.

Anonymity deprives the investigative services of the possibility of asking the source for clarification or more information and enhances the risk of frivolous, malicious or unreliable information. For these reasons, anonymous reporting is not encouraged.

**Penalties for those taking retaliatory action**

No official, secondee, visiting scholars, interns and staff on loan of the Secretariat may use his/her position to prevent other officials, secondees, visiting scholars, interns and staff on loan from complying with their obligation to report serious irregularities, fraud, corruption or misuse of resources or serious wrongdoings.
Any form of retaliation undertaken by an official, secondee, visiting scholars, interns and staff on loan against any person for reporting a serious irregularity, fraud, corruption or misuse of resources or serious wrongdoings in good faith is prohibited. In such cases, disciplinary measures will be taken against persons performing any form of retaliation.

*Limits*

As explained above, the whistleblowing provisions are concerned only with reporting of information pointing to serious irregularities, fraud, corruption and misuse of resources or serious wrongdoings. They are not intended to be used as substitutes for grievance procedures where officials, secondees, visiting scholars, interns and staff on loan have some personal interest in – or seek to dictate the outcome. They are also inappropriate for dealing with disagreements over legitimate policies. Their purpose is to allow the officials, secondees, visiting scholars and interns and staff on loan to raise a concern about wrongdoings so that those in charge may look into them.

It should be noted that the protection is lost if the official, secondee, visiting scholars, interns and staff on loan makes unwarranted or damaging allegations that he/she cannot show to be honest or reasonable.

Similarly, if the official, secondee, visiting scholars, interns and staff on loan makes the disclosure for purposes of private gain – for instance, by providing the information to external parties – he/she will forfeit this protection as that would not be a legitimate disclosure in the sense of the whistleblowing guidelines.

Finally, if the official, secondee, visiting scholars, interns and staff on loan is him or herself implicated in the serious irregularities, fraud, corruption or misuse of resources or serious wrongdoings and decides to come forward and report these irregularities, fraud, corruption or misuse of resources or serious wrongdoings, this fact may constitute a significant attenuating circumstance in any ensuing disciplinary proceedings, but it is not a qualifying disclosure in the sense of these guidelines and does not provide him or her with full protection against disciplinary consequences on the basis of the whistleblowing guidelines.

4. **Feedback to the Whistleblower**

The Secretariat or the External Auditor or the Chair/Vice-Chair of the Conference [or the Management Committee] must give the whistleblower with an indication of the time needed to take appropriate action. If no action is taken within that period of time, or if the whistleblower can demonstrate that the period of time set is unreasonable in light of all the circumstances of the case, he or she may address his or her concerns to one of the others referred to in section 2 above.

It should be noted that the whistleblower is entitled to be informed within 60 days of the time needed to take appropriate action, but that it is up to the authority having received the reporting to determine the appropriate course of action.

5. **Guidance and Support**

While reporting serious irregularities, fraud, corruption or misuse of resources or serious wrongdoings is an obligation under the Staff Regulations, some officials, secondees, visiting
scholars, interns and staff on loan may be reticent to come forward and report their concerns. In order to help officials, secondees, visiting scholars, interns and staff on loan who are unsure of whether or not certain facts should be reported, the Conference and the External Auditor and the Chair/Vice-Chair of the Conference [and the Management Committee] and the Secretariat offers confidential and impartial guidance and support to (potential) whistleblowers.

Guidance to potential whistleblowers at an early stage also helps to avoid ill-advised reporting, which may cause frustration to the official, secondee, visiting scholars, interns and staff on loan concerned and may be detrimental to the interests and the reputation of the Conference and the Secretariat. This guidance therefore lessens the risks of disclosure-related conflicts.

That is best carried out by a point of contact appointed, taking account of the fact that, in particular, support to whistleblowers and protection against retaliation are essentially the responsibility of the Conference as employer, including the Secretariat.

The Finance & Administration [External Activities and Administration] Unit, the Legal Affairs, the Staff Committee [and the Management Committee] will provide confidential and impartial guidance on the whistleblowing procedure and respond to such questions as for example,

- whether the information in question is covered by the whistleblowing guidelines,
- which reporting channel may best be used for the information concerned, and
- which alternative procedures are available if the information concerned does not qualify for whistleblowing (‘signposting’).
- which will also be able to tender advice and guidance to officials, secondees, visiting scholars, interns and staff on loan on protective measures that the officials, secondees, visiting scholars, interns and staff on loan may wish to seek following the reporting.

Naturally, this guidance is without prejudice to the possibility of the official, secondee, visiting scholar, intern and staff on loan to consult his/her immediate superior.

In case of doubt, officials, secondees, visiting scholars, interns and staff on loan are encouraged to seek the guidance offered to them when contemplating a disclosure under the whistleblowing guidelines.

6. **Role of the Secretary General and the Deputy Secretary-General**

The duty of the Deputy Secretary General and the Secretary General to notify the External Auditor and the Chair/Vice-Chair of the Conference [and the Management Committee] in case of information in accordance with the section 2 above received from officials, secondees, visiting scholars, interns and staff on loan on the basis of the whistleblowing guidelines does not of itself discharge them from their own responsibilities to tackle the serious irregularities, fraud, corruption or misuse of resources or serious wrongdoings.

They will therefore have to reflect on whether the evidence provided reveals shortcomings that could be addressed or require other measures; in which case he/she will propose measures to be discussed first by the Senior Management [and then the Management Committee].

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particular, if following such information, it occurs that a procedural or organisational change could prevent the risk of serious irregularities, fraud, corruption or misuse of resources or serious wrongdoings in the future, such measures should be considered and, where appropriate, taken as soon as possible.

Care should be taken that any such measure does not harm any future investigation into the reported facts by others (e.g. the ILOAT, the External Auditor, the Chair/Vice-Chair of the Conference [and the Management Committee]). In case of doubt, managers are therefore advised to consult with the Conference, Chair/Vice-Chair of Conference [and the Management Committee] before taking any such measures.

7. **ROLE OF THE EXTERNAL AUDITOR**

In case information is brought to the attention of the external auditor (in accordance with the section 2 above), the latter will ask the Secretariat to provide information and evidence, take it into account during the regular financial audit within the framework of its Terms of Reference and in parallel take it to the Conference, [and the Management Committee], the Chair/Vice Chairs of the Conference.


In case allegations are communicated to the Chair/Vice Chairs of the Conference [and the Management Committee] (in accordance with the sections 2 or 7 above), he/she will request the Secretariat to provide information and evidence. Following an analysis of facts, and considering the relevance of the information, the Chairperson may propose to include an agenda item for discussion at the Conference and bring the issue to [the Management Committee], the Vice-Chairs of the Conference and the External Auditor to take it into account during the Audit(s).

9. **COMMUNICATION AND AWARENESS-RAISING**

In order to increase the awareness of the whistleblowing guidelines amongst officials, secondees, visiting scholars, interns and staff on loan the new provisions will be included in the Staff Regulations and Rules (as Regulation 2-bis.1 and Regulation 2-bis.2) as well as in the publication regarding the Main Internal Provisions, Rules and Decisions of the Organisation and these guidelines will be given adequate publicity through the internal communication channels in the Conference and the Secretariat while trainings on ethics and integrity should be established that will contain this material.

10. **REVISION**

The practical application and effectiveness of these whistleblowing guidelines will be evaluated in a year after their adoption and thereafter during the regular review process under Article 34
(7) of the Energy Charter Treaty. In light of the results of this evaluation, these guidelines may be revised as appropriate by the Conference.

11. **Final provisions**

These guidelines shall enter into force on the date of its approval by the Conference.
REGULATION 3

EXTERNAL ACTIVITIES

a) Officials shall refrain from any action incompatible with the dignity of their functions.

b) No official may, during the period of his or her appointment, engage in any occupation, hold any position, or accept any functions external to the Secretariat, which in the opinion of the Secretary-General are incompatible with the proper performance of his or her duties.

c) Officials may not receive any honorary distinction or remuneration from any Government or other source external to the Secretariat without permission from the Secretary-General.
REGULATION 4

RIGHTS OF ASSOCIATION

Officials shall be entitled to exercise the right to organise, and in particular to be members of trade unions and staff bodies.
**Rule 4.1**

**STAFF COMMITTEE**

(a) In accordance with Regulation 4, a Staff Committee shall be constituted to represent the various categories of staff in their dealings with the Secretary-General.

(b) The main objectives of the Staff Committee shall be:

(i) to promote co-operation between the Secretariat and the staff as a whole;

(ii) to protect the professional interests of the staff,

(iii) to improve the practical conditions of life for the staff and to strengthen the links between the staff of different nationality.

(c) In pursuance of these objectives it shall carry out the duties specified in Rule 4.3.

(d) The Staff Committee shall pursue its objectives without undertaking any activities of a political or purely national character.

(e) Before making decisions affecting the position of a particular category, of all categories or of a specific group of officials of the Secretariat, the Secretary-General shall consult the Staff Committee.
Rule 4.2 (b) - CONSTITUTION OF THE STAFF COMMITTEE

Staff Circular

RULES OF PROCEDURE OF THE STAFF COMMITTEE

1. Language

1.1 The working language of the Staff Committee (hereinafter referred to as Committee) shall be English.

1.2 Agendas, Summary Records and other Committee documents shall be issued in English.

2. Composition of the Committee

2.1 The Committee shall represent the staff in their dealings with the Secretary-General. For avoidance of doubt, the Secretary-General is not considered to be represented by the Committee.

2.2 The Committee may also represent in relevant specific matters the interest of any other persons working in the Secretariat.

2.3 The composition of the Committee shall reflect the composition of various categories of officials in accordance with Regulation 11 a) and the size of the Secretariat. The Committee, until the size of the Secretariat would require otherwise, shall comprise three full members: one representing the A category, one representing B/C categories plus one member from any category elected by all staff, who shall be the Chairperson.

2.4 For avoidance of doubt, each member of staff shall have one vote for candidates representing his/her own category and one vote for the Chairperson.

2.5 At the first meeting, the representative of each category shall put forward a list of officials to represent the staff in the bodies set up in accordance with Staff Regulations and Staff Rules. The Staff Committee shall approve the list and transmit it to the Secretary-General.

3. Organisation

3.1 The Committee shall be convened on the initiative of its Chairperson or at the request of one of its members.

3.2 The Committee may be called upon by any official to consider any question falling within its terms as contained in Regulation 4 and Rules 4.1, 4.2 and 4.3.

3.3 The Committee may be also convened at the request of the Secretary-General in accordance with Rule 4.3 (a). In such a case the Secretary-General shall communicate to the Chairperson of the Committee a draft Agenda or a subject to be discussed. Should a matter require an expeditious action, the Committee may give its opinion three days after receiving the relevant communication from the Secretary-General.
4. **Frequency of meetings**

The Committee shall meet when convened in accordance with paragraph 3 above.

5. **Quorum**

5.1 Two full members of the Committee shall constitute a quorum.

5.2 Decisions shall be taken by a simple majority.

5.3 No question concerning a given category or an official of a given category shall be examined unless a representative of that category is present.

6. **Agenda**

6.1 A draft Agenda shall be drawn up by the Chairperson of the Committee and shall also reflect cases referred to in paragraph 3.3.

6.2 The draft Agenda shall be distributed to all members of the Committee in sufficient time before its meetings and three days before its meetings called up by the Secretary-General.

6.3 Once finalised, the Agenda can be distributed to all staff members before the meeting.

6.4 The Committee shall adopt the Agenda at the beginning of the meeting.

7. **Summary Record**

7.1 A Summary Record shall be kept of all Committee meetings.

7.2 The Summary Record shall be kept in a concise form. However, any member may, if he or she so requests, have his or her views on a particular subject incorporated verbatim in the Summary Record.

7.3 One copy of the Summary Record of each meeting, together with the approved Agenda, shall be kept as a permanent record of the Committee’s proceedings.

7.4 The Summary Record of a meeting shall be adopted at the following meeting of the Committee and then distributed to the Committee members and staff members. Based on the subject matter, the Chairperson of the Committee may decide that a relevant Summary Record should be given to the Secretary-General.

8. **Relations with the Secretary-General**

8.1 Whenever it considers it necessary, the Committee may submit a note to the Secretary-General. Moreover, the Chairperson of the Committee may request meetings between the Committee and the Secretary-General or his or her representative.

8.2 The Committee shall be provided with any documentation necessary for the examination of issues within its competence. Any person in a position to furnish information on issues examined may be invited to attend meetings of the Committee.
9. **Relations with the Charter Conference and the Budget Committee**

Whenever it considers it necessary, as a means of protecting staff interests, the Committee may address notes to the Chairpersons of the Charter Conference and/or the Budget Committee.

10. **Staff meetings**

The Committee may arrange staff meetings for one or more categories of officials. The Secretary-General shall be informed of such meetings and may be invited to participate.

11. **Elections during the Committee’s term of office**

In the event of long lasting absence of one of its full members, the Committee may nominate an Elections Committee comprising of at least two officials to organise elections among the officials belonging to that member’s category in order to appoint a representative to complete the absent member’s term of office. In the event of long-lasting absence of the Chairperson, the Elections Committee will organise elections among officials regardless of category.

12. **Amendments of Staff Regulations and Staff Rules**

The Committee may take the initiative of proposing amendments to the Staff Regulations and Staff Rules; these shall be examined in meetings between the Secretary-General and the Committee.

13. **Amendments of Rules of Procedure of the Staff Committee**

Any proposal to amend the present Rules of Procedure shall require the approval of all members of the Committee.

14. **Relations with Trade Unions**

14.1 The Committee recognises the right of any official to be a member of the appropriate trade union and its independence of action.

14.2 The Committee may co-operate with any relevant union for the purposes of achieving the objectives set out in Rule 4.1.
Rule 4.2 (c) - CONSTITUTION OF THE STAFF COMMITTEE

Staff Circular

The members of the Staff Committee elected as of 4 June 2021 are:

CHAIRPERSON - Oleksandr ANTONENKO

MEMBERS - Marat TERTEROV (A grades)
- Nidal TAYEH (B and C grades)
Rule 4.2

CONSTITUTION OF THE STAFF COMMITTEE

(a) The Staff Committee shall be deemed by the Secretary-General to be representative of the staff as a whole and of the various categories of officials.

(b) The Staff Committee shall be constituted in accordance with its Rules of Procedure and in such a way as to reflect representation of each category of staff.

(c) The Staff Committee shall be elected by secret ballot. Its term of office shall be one year.
Rule 4.3

FUNCTIONS OF THE STAFF COMMITTEE

(a) In pursuance of the main objectives specified in Rule 4.1, the Staff Committee:

(i) shall be bound to give its opinion on proposed amendments to the Staff Regulations or Staff Rules and administrative action proposed by the Secretary-General in furtherance of the Staff Regulations or Staff Rules. It may bring to the attention of the Secretary-General any matter affecting the interests of the staff. The Secretary-General shall likewise refer to the Staff Committee any question of a general nature affecting the interests of the staff or arising out of the Staff Regulations and Staff Rules, including questions arising out of any case which may have general application. In all cases under this paragraph, the Staff Committee shall state its opinion on a matter within 30 days of notice thereof, except that by mutual agreement a shorter or longer period may be decided upon in exceptional cases;

(ii) shall nominate the staff representatives on any board where staff representation is provided for under the Staff Regulations or Staff Rules;

(iii) may, with the agreement of the Secretary-General, set up or participate in the management and control of any service consistent with the objectives of the Staff Committee;

(iv) shall co-operate with the Secretary-General in improving the collective conditions of work and living of the staff and shall submit to him or her proposals which it deems appropriate for this purpose;

(v) may, at the invitation of the Chairperson of the Budget Committee, send one or more representatives to attend that Committee’s meetings.

(b) The functions undertaken by members of the Staff Committee and by the officials nominated by the Committee to the bodies set up under these Rules and Regulations or by the Secretariat shall be deemed to be part of their normal service. The fact of performing such functions shall in no way be prejudicial to the person concerned and in general superiors shall facilitate release of officials for these purposes.
REGULATION 5

DISCRETION, INTELLECTUAL PROPERTY

a) Officials and former officials shall exercise the utmost discretion in regard to all matters of official business. Except under authorisation of the Secretary-General, they shall not disclose to any unauthorised person, any unpublished or restricted information acquired by them in the course of the performance of their official duties, neither shall they make any use of such information outside their official work in the Secretariat.

b) All rights, including titles, copyright and patent rights in any work produced by an official as part of his or her official duties shall be vested in or assigned to the Secretariat, unless such rights are waived by the Secretary-General in favour of the official concerned.
REGULATION 6

PRIVILEGES, IMMUNITIES

a) In accordance with the relevant Articles of the Headquarters Agreement the privileges, immunities, exemptions and facilities shall apply to all officials.

b) The Secretary-General is authorised to enter into negotiations with the competent administrations of Contracting Parties and Signatories concerning the equitable application of privileges and immunities to these officials.

c) Privileges and immunities are granted to officials in the interests of the Conference only, not for their personal benefit, and they in no way exempt them from the observance of the laws and police regulations of the countries in which they work. Whenever such privileges and immunities are in question, the official concerned shall report immediately to the Secretary-General who will waive the immunity in accordance with the relevant Article of the Headquarters Agreement.
TITLE III

REGULATION 7

APPOINTMENT, POSTING, TERMINATION

All appointments shall be made by the Secretary-General.
REGULATION 8

RECRUITMENT

a) In recruiting staff, the Secretary-General shall give primary consideration to the necessity of obtaining the services of persons possessing the highest standards of competence and integrity. He or she shall notify Contracting Parties and Signatories of prospective vacancies.

b) The Secretary-General shall provide, as far as possible, for an equitable distribution of senior posts amongst nationals of Contracting Parties and Signatories. No particular post shall be reserved for nationals of any specific Contracting Party or Signatory.

c) Officials shall be selected without reference to race, creed or sex.

d) Officials are required to possess the degree of physical fitness needed for their posts.
Rule 8.1

CONDITIONS OF RECRUITMENT AND APPOINTMENT

(a) A person shall not be appointed as an official to posts established by the Conference unless he or she is a national of a Contracting Party, or a Signatory that is not in arrears in the payment of its financial contributions to the budget of the Energy Charter Secretariat in the amount which equals or exceeds the amount of the contributions due from them for the preceding two full years.

(b) All posts shall be open equally to men and women without reference to race or creed.

(c) Appointment shall be subject to certification by a qualified medical practitioner, designated or approved by the Secretary-General, that the appointee possesses the degree of physical fitness needed for his or her post.

(d) The expenses incurred by a candidate as a result of an invitation by the Secretary-General to attend an interview may be reimbursed as follows:

   (i) travel costs from the candidate’s place of residence to the place of his or her interview, as for an official in the same grade as the post for which the candidate is being considered.

   (ii) a subsistence allowance in respect of living expenses and time spent, calculated at the same rate and in the same conditions as for an official in the same grade as the post for which the candidate is being considered.
REGULATION 9

TERMS OF APPOINTMENT

Officials shall be appointed by a letter signed by the Secretary-General or his or her authorised representative. The letter of appointment shall determine the conditions of employment; it shall specify that the appointment is subject to the provisions of these Staff Regulations and of the Staff Rules including any amendments and any Staff Circulars thereunder and that disputes arising from them shall be submitted to the Advisory Board as provided for in Regulation 25 a).
Rule 9.1

PROCEDURE FOR APPOINTMENT

(a) When the Secretary-General or his or her authorised representative has decided to appoint an official, a letter of appointment and a copy of the Staff Regulations and Staff Rules shall be sent to the person concerned.

(b) The letter of appointment shall specify the applicable terms and conditions of service and in particular:

(i) that the appointment is subject to the provisions of the Staff Regulations and of any applicable Staff Rules or Staff Circulars;

(ii) the grade, step and salary at which the official is appointed;

(iii) any allowance to which the official may be entitled at the time of his or her appointment.

(c) Acceptance of the terms set out in the letter of appointment should be notified in writing within 21 days of its receipt, failing which the letter shall become null and void.

(d) The appointment becomes binding upon the Secretariat and the person appointed as from the date the letter of acceptance is registered for delivery to the Secretary-General.

(e) An omission or false statement by an official at the time of his or her appointment, or at the medical examination provided for in Rule 8.1 (c), and which may have been a deciding factor in his or her appointment or which results in material advantage to the official shall be dealt with as a disciplinary matter under Regulation 24.
REGULATION 10

DURATION OF APPOINTMENT

a) Officials shall be appointed for a fixed term.

b) The first six months of service by an official shall be a probationary period. At the end of this period, the Secretary-General shall decide:

i) to confirm the appointment; or

ii) exceptionally, with the consent of this official and after consultation with the Advisory Board established under Regulation 25, to prolong the probationary period for a further period of not more than six months; or

iii) after consultation with the Advisory Board to terminate the appointment given one month’s notice or upon payment of one month's emoluments.
Rule 10.1

DURATION OF APPOINTMENT

(a) Initial appointments to all posts below A6 grade shall be for a fixed period of three years.

(b) Any renewals of category A posts below A6 grade shall be for a duration of one year subject to satisfactory performance (taking into account the annual appraisal report).

(c) Any renewals of category B and C posts shall be for a duration of two years subject to satisfactory performance (taking into account the annual appraisal report).

(d) Consideration of renewal of contract shall commence no later than eleven months before expiry of the appointment and shall take into account the personal, professional and family situation of the official.

(e) All decisions on renewal shall be finalised no later than six months before expiry.

(f) Any renewal shall not be regarded as a break in service.

(g) No action by the Secretary-General shall be construed as, or have the effect of, granting employment for an indefinite period or constituting a permanent appointment.
Rule 10.2
PROBATIONARY PERIOD

(a) Any period of past service with the Secretariat, as an established official, a consultant or in a temporary capacity, may be considered, in whole or in part, a period of probation.

(b) During the fifth month of any probationary period, the official’s immediate superior shall draw up a report on his or her competence, efficiency and conduct. The report shall recommend:

(i) that the official’s appointment be confirmed, or

(ii) that his or her period of probation be extended, or

(iii) that his or her appointment be terminated.

The report shall be transmitted before the end of the fifth month to the Secretary-General for decision.
Rule 10.2 - PROBATIONARY PERIOD

Staff Circular

Reports under paragraph (b) shall be sent to the Secretary-General through Administration and Finance. Any report under sub-paragraphs (b) (ii) or (iii) must be sent by the end of the second week in the fifth month to allow sufficient time for consideration by the Secretary-General. In case of a decision to terminate the appointment, the official shall be given at least 30 days notice.
REGULATION 11

CATEGORIES OF POSTS

a) Posts shall be classified in the following categories:

Category A: Administrative Staff
Category B: General Services Staff
Category C: Supporting Services Staff

b) The Secretary-General shall draw up an establishment table, which shall be appended to the budget.

c) The Secretary-General shall determine the nature of the functions attached to each post and shall draw specific job descriptions therefore.
Rule 11.1

GRADES

Category A shall consist of seven grades: A1, A2, A3, A4, A5, A6, A7.

Category B shall consist of six grades: B1, B2, B3, B4, B5, B6.

Category C shall consist of six grades: C1, C2, C3, C4, C5, C6.
**REGULATION 12**

**POSTING, ADVANCEMENT AND PROMOTION**

a) The Secretary-General shall with due regard to the provisions of Regulations 8 and 9 take decisions respecting the posting, transfer, advancement and promotion of officials. Promotion is achieved by awarding a new fixed-term contract to an official for a higher position than previously occupied, or by appointing an official to a higher position than previously occupied for the remaining period of his or her current appointment.

b) Vacancies in the establishment shall be filled by new appointments, by renewals of appointments or by promotion. Where in category B the vacancy is to be filled by promotion from within the Secretariat and two or more candidates are considered by the Secretary-General to be equally qualified, the candidate with the most seniority in the Secretariat shall be the one selected for promotion.

c) Any post that falls vacant shall be brought to the notice of the staff at least eight working days before it is required to be filled.

d) In considering application for posts the Secretary-General shall take account, as far as possible, of the need to provide officials with the opportunity to pursue a career within the Secretariat. However, in accordance with Rule 10.1, no action shall be construed as, or have the effect of, granting employment for an indefinite period or constituting a permanent appointment.
Rule 12.1

ADVANCEMENT

(a) (i) The qualifications of officials for progressive advancement shall be given consideration once every twelve months.

(ii) An official may be advanced from one step to the next as follows:

- grades A6 and A7: each year from step 1 to step 5, and every two years for the higher steps;

- grades A1, A2, A3, A4 and A5: each year from step 1 to step 7 and every two years for the higher steps;

- categories B and C: each year from step 1 to step 8, and every two years for the higher steps.

(b) The advancement of an official within his or her grade shall depend on his or her competence, efficiency and conduct as determined primarily on the basis of the reports provided for under Rule 12.3. Such advancement shall be made progressively from step to step within the same grade and shall entail an increase in salary in accordance with the scale shown in the relevant Staff Circular.

(c) In exceptional cases the Secretary-General may, after taking into account the view of the official’s immediate superior and the Assistant Secretary-General, grant an official advancement of more than one step or a cash award representing between 3% and 8% of the official’s annual basic salary. The cash award may be granted to all officials including those who have reached the last step of their grade, but may not be granted to an official more than once during a four-year period.

(d) When the lack of efficiency of an official is such as to render him or her unsuitable for advancement, the Secretary-General may, after taking into account the view of the official’s immediate superior and the Assistant Secretary-General, withhold advancement for a fixed period of time.

(e) Decisions concerning advancement shall be notified to officials through their immediate superior.
## Monthly Basic Salary Scale

**Staff Circular**

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**Rules 12.1 (b) and 17.3 - Monthly Basic Salary Scale**

**Steps**

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Rule 12.2

PROMOTION

(a) An official selected for promotion shall be appointed to the lowest incremental step in the new grade, which carries a salary higher than that appropriate to his or her previous grade and step. However, if the increase obtained is less than the value of the last incremental step received in his or her former grade, the point of entry to the new grade will be to the next higher incremental step in that grade.

(b) After promotion, consideration for advancement to the next incremental step in the higher grade shall be given either:

(i) after the period of time set out in Rule 12.1 (a) (ii) for advancement in incremental step, reckoned from the date of promotion to the higher grade; or

(ii) after the period of time the official would have reached the next incremental step in his or her former grade, provided that this period of time is shorter than the period specified in sub-paragraph (i) above and the difference between the salaries before and after promotion to the higher grade is less than twice the value of the incremental step he or she would have been eligible for in his or her former grade.
Rule 12.3

PERFORMANCE APPRAISAL REPORTS

(a) Reports on the competence, efficiency and conduct of officials below grade A6 shall be made once a year. Reports shall include, where appropriate, proposals for advancement or delay of advancement or dismissal.

(b) Performance Appraisal Reports, including comments and recommendations, shall be made in writing by immediate superiors.

(c) The Performance Appraisal Report shall be discussed with and shown to the official concerned: the official shall be entitled to attach to it such comments as he or she may consider relevant and shall sign and date it.

(d) All Performance Appraisal Reports shall be forwarded to the Assistant Secretary-General in order to be archived. Any Performance Appraisal Report from an immediate superior that includes a proposal for advancement, delay of advancement or for dismissal shall, together with the view of the Assistant Secretary-General on the proposal, be remitted to the Secretary-General for decision in accordance with the provisions of Regulation 12 a).
Rule 12.3 – PERFORMANCE APPRAISAL REPORT

Staff Circular

1. A Performance Appraisal Report, covering the previous natural year, shall be completed for all officials using the attached form. For each official appointed to a post established by the Conference, the first such report should be finalised during his or her 17th month of service, while additional annual reports should be finalised no later than 12 months after the first appraisal report was finalised. For temporary officials, the performance appraisal reports should be finalised two months before the expiry of their contract.

2. Unless specifically requested by the official concerned, Performance Appraisal Reports are not required for the following officials:
   - officials who have completed less than six months of service immediately prior to the end of the previous calendar year;
   - officials who are due to leave the organisation within six months from the beginning of the current year.

3. The Performance Appraisal Report has the following main objectives:
   - to review the achievements during the past year, arriving at an appreciation of past performance against objectives set at the beginning of the year;
   - to evaluate the personal competences and to serve as a tool to mutually develop concrete ideas for further performance improvements;
   - to determine objectives for the following year.

   This report will be taken into consideration when taking individual contract and personnel decisions, e.g. extension of contracts and annual step advancements.

4. The contents of the reports, including recommendations, shall be signed by the official’s immediate superior and by the official, who shall be entitled to attach such comments as he or she may consider relevant.

5. In accordance with Rule 12.3 (d), once completed, all Performance Appraisal Reports will be forwarded to the Assistant Secretary-General for submission to the Secretary-General.
REGULATION 13

TERMINATION BY THE SECRETARY-GENERAL

a) The Secretary-General may, after consultation with the Advisory Board, terminate the appointment of an official:

i) if he or she considers that the official does not give satisfactory service, fails to comply with the duties and obligations set out in these Regulations, or is incapacitated for service;

ii) if the post of the official is suppressed, if the responsibilities attached to his or her post are substantially changed and the official is no longer qualified for it, or if there is any reduction in the number of posts in his or her grade, and there is no vacant post for which the Secretary-General considers that the official has the necessary qualifications;

iii) if the country of which he or she is a national ceases to be a Contracting Party or a Signatory;

iv) if the headquarters of the Secretariat or of the unit where the official is assigned are transferred to another country and the official refuses to be permanently transferred to that other country;

v) if the post occupied by an official is transferred and if the Secretary-General considers that the official does not have the qualifications necessary to carry out the duties required in that post or in any post that may be or may become vacant;

vi) as a result of disciplinary action;

vii) at the end of the probationary period.

b) The termination of an appointment by the Secretary-General shall be notified in writing to the official concerned, with a statement of the grounds for such termination and on a period of notice, according to grade and length of service.

c) The period of notice provided for in the preceding paragraph need not be observed if the appointment is terminated at the end of a fixed-term appointment, during the probationary period, or as a result of disciplinary action.

d) If an official is on sick leave or on military service leave at the time of the notification of the termination of his or her appointment, the period of notice provided for in accordance with paragraph (b) shall be increased by the number of days during which such official is actually on sick or on military service leave after the notification.

e) Instead of giving the notice provided for in paragraph (b) the Secretary-General may pay an official whose appointment is terminated the emoluments and allowances due for the period of notice.
Rule 13.1

TERMINATION OF APPOINTMENTS

(a) The Advisory Board shall be consulted by the Secretary-General before he or she terminates the appointment of an official.

(b) In the case of suppression or transfer of his or her post, an official shall, if he or she expressly so requests, serve during a period of probation of a maximum of three months in the post which has been transferred or in any other post at the same level that may be or may become vacant.

(c) The period of notice provided for in Regulation 13 b) shall be four months for all officials.

(d) Any official whose appointment is terminated shall be entitled to cease work at least one month before the expiry of the period of notice specified in paragraph (c) without loss of salary and allowances.

(e) The emoluments and allowances payable under Regulation 13 e) shall be:

   (i) salary specified in Rule 17.3, subject to deduction of the official’s contribution in respect of the Terminal Allowance as specified in Rule 19.4 (a);

   (ii) allowances specified in Regulation 17 d) (i), (ii), (iv), (v) and (vi).

The period of notice in respect of which salary and allowances are paid under Regulation 13 e) shall be taken into consideration in calculating the official’s Terminal Allowance due to him or her under Rule 19.4 (a).
REGULATION 14

RESIGNATION

Any official may resign upon giving the Secretary-General notice of at least three months. The Secretary-General may, however, accept a shorter period of notice.
Rule 14.1

NOTICE OF RESIGNATION

Notice of resignation shall be made in writing. During his or her probationary period an official may resign upon giving the Secretary-General notice of one month.
REGULATION 15

AGE LIMIT

Officials shall not be retained in service beyond the age of sixty-five years.
REGULATION 16

NON-ACTIVE STATUS

a) An official may be placed on non-active status:
   i) for a period of not more than three years upon the expiry of his or her sick leave provided for in Regulation 22 g);
   ii) as a rule, for a period of not more than two years upon the expiry of his or her leave for military service provided for in Regulation 22 h);
   iii) for a period of not more than two years for personal reasons.

b) An official placed on non-active status shall not be entitled to any salary or allowances but may be granted benefits pursuant to Regulation 19. The post of that official shall fall vacant. The period spent on non-active status shall not be considered as effective service with the Secretariat.

c) An official placed on non-active status as specified in paragraph (a) shall be entitled to reinstatement in his or her category and grade, if a post corresponding to his or her qualifications and aptitude should fall vacant. If the official cannot be reinstated because, after a period of research of three months, no position corresponding to his or her qualifications and aptitude is available in his or her category and grade, the Secretary-General may terminate his or her appointment and shall pay an indemnity for loss of employment equivalent to:

- five months' remuneration in the case of an engagement (before the official was placed on non-active status) for four years or less;

- eight months' remuneration in the case of an engagement (before the official was placed on non-active status) for more than four years;
Rule 16.1

CONDITIONS OF NON-ACTIVE STATUS

(a) An official placed on non-active status for reasons of sickness pursuant to Regulation 16(a)(i) shall:

(i) not be entitled to periodic advancement;

(ii) continue to pay contributions in respect of the Terminal Allowance in accordance with Rule 19.4 (a);

(iii) be entitled to any benefits payable in accordance with Regulation 19.

(b) When an official is placed on non-active status due to sickness for more than 10 months, the Energy Charter Secretariat shall continue to pay contributions for the Terminal Allowance in the same amount as normally due by the official.

(c) Where an official placed on non-active status is unable to, or does not, return to the service of the Secretariat upon the expiry of the period of non-activity specified in Regulation 16, his or her appointment shall terminate without notice.
TITLE IV

REGULATION 17

SALARIES AND ALLOWANCES

a) Salaries and allowances shall be aligned on those applicable to staff of the Co-ordinated Organisations working in Belgium and shall be submitted to an internal tax system. Annual adjustments of the basic salary scales shall be based on the index calculated according to the procedure of these Organisations. This may result in a decision to grant the salary adjustment in full, in part or not at all.

b) In conformity with paragraph (a), the Secretary-General shall make Staff Rules to establish scales of salaries by categories, grades and steps.

c) The Secretary-General is authorised to implement salary and allowance adjustments mentioned above under paragraph (a) and approved by the Co-ordinated Organisations as soon as they become known, subject to the prior agreement of the Chairperson of the Budget Committee and the availability of adequate appropriations within the Secretariat’s budget. The Secretary-General shall report to the Conference on the action taken at the earliest opportunity.

d) The Secretary-General shall also follow Staff Rules determining the conditions of entitlement to the following allowances and their respective amounts:

   (i) household and dependant’s allowances;

   (ii) expatriation allowance;

   (iii) installation allowance;

   (iv) acting allowance;

   (v) education allowance;

   (vi) allowance for a handicapped child, and reimbursement of educational or training expenses related to the handicap.

e) All allowances require a request by the official concerned and presentation of official documentation in support of the request. Unless otherwise expressly provided in the Staff Manual, all requests should be done in writing within six months of the date on which the initial payment would have been due. Claims relating to earlier periods are time barred and shall not be accepted. Officials must promptly notify all changes to personal circumstances relevant for their emoluments and allowances.
Regulation 17 – SALARIES AND ALLOWANCES

Staff Circular

Internal Tax System Applicable to
Officials of the Energy Charter Secretariat in Brussels

1. The Secretariat, under the terms of its Headquarters Agreement with Belgium and after consultation with the Belgian Authorities, modelled its internal tax system on that applied by EFTA in respect of its staff assigned to Brussels. The system is described in the attached Decision which was approved by the Belgian Ministry of Finance in 1997.

2. The Energy Charter Secretariat’s internal tax system levies, calculates and collects tax on the total remuneration defined and paid by the Energy Charter Secretariat to its taxable officials as follows:
   - base salary
   - expatriate allowance
   - dependants’ allowance
   - household allowance

The above total remuneration is paid in 12 equal calendar monthly instalments; no holiday pay and no 13th month is paid.

3. Allowances with the character of refunds by the employer for expenses incurred or employer contributions to pensions and health care are tax exempt and include in particular:
   - installation allowance
   - education allowance and related travel costs
   - travel allowance
   - employer contributions to pension and health care schemes.

4. The Secretariat’s fiscal year is identical to its budget year (1 January to 31 December). Internal tax is levied at source each calendar month and is liberatory in character.

   The Secretariat establishes a recapitulation of tax perceived at its financial year-end.

   Tax levied is credited automatically to the Secretariat’s salary account.
DECISION

Internal Tax System Applicable to
Officials of the Energy Charter Secretariat in Brussels

Having regard to the Energy Charter Treaty signed in Lisbon on 17th December 1994

Having regard to the decision of the Energy Charter Conference to establish the Energy Charter Secretariat in Brussels

Having regard to Article 16, paragraph 1, lit a) of the Headquarters Agreement between the Energy Charter Conference and the Kingdom of Belgium signed on 26 October 1995

It is decided:

Article 1

Staff of the Energy Charter Secretariat (“the Secretariat”) assigned to Brussels are liable to a tax for the benefit of the Secretariat (“the internal tax”), on salaries, emoluments and indemnities paid to them by the Secretariat.

Article 2

1. The internal tax is levied on all salary, emoluments and indemnities paid by the Secretariat subject to the following provisions.

2. The basis of calculation of tax to be collected are the elements of taxable income and tax-exempt allowances listed below:

3. Taxable Income
   i) base salary
   ii) expatriation allowance
   iii) dependants allowance
   iv) household allowance

4. Tax-exempt Allowances and Contributions

   All allowances with the character of refunds by the Secretariat for costs or expenses incurred, or employee and employer contributions to pensions (termination benefit) and health care (medical plan) schemes or sums withheld or paid in respect of social security are tax-exempt and are deducted from the taxable income. They include in particular:

   i) installation allowance,
   ii) education allowance and related travel costs,
   iii) travel allowances,
   iv) employee and employer contributions to pension and health-care schemes,
   v) all sums withheld or paid in respect of social security,
   vi) other allowances, contributions or payments of like nature.
Article 3
The internal tax levied in accordance with the provisions of Article 2 is determined in conformity with the following internal tax bands:

<table>
<thead>
<tr>
<th>Income (EUR)</th>
<th>Internal Tax</th>
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<tbody>
<tr>
<td>From 0 to 247.89</td>
<td>0 %</td>
</tr>
<tr>
<td>From 247.90 to 1.983,15</td>
<td>8 %</td>
</tr>
<tr>
<td>From 1.983,16 to 3.470,51</td>
<td>20 %</td>
</tr>
<tr>
<td>From 3.470,52 to 4.957,87</td>
<td>30 %</td>
</tr>
<tr>
<td>From 4.957,88</td>
<td>45 %</td>
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</tbody>
</table>

Article 4
The internal tax is levied and collected each calendar month by the Secretariat by means of deduction at source.

Article 5
The internal tax proceeds are credited to the account of the Secretariat.
Rule 17.1

EMOLUMENTS

(a) Emoluments, within the meaning of these Rules, comprise the salaries provided for in Rule 17.3 and allowances in Regulation 17 d) (i), (ii), (iv) and (vi).

(b) Emoluments shall be paid monthly in arrears in Belgian francs or in Euro.

(c) Where an official works for 15 days or less in a calendar month, he or she shall be entitled to one thirtieth of his or her monthly emoluments per day worked. Where an official works for more than 15 days in a calendar month, he or she shall be entitled to his or her monthly emoluments, less one thirtieth thereof per day not worked. Public holidays, Sundays and Saturdays immediately preceding, included in, or immediately following a period worked, shall count as days worked.
Rule 17.1 - EMOLUMENTS

Staff Circular

Under paragraph (c), the household allowance, dependant’s allowance, expatriation allowance, acting allowance and the allowance for a handicapped child, will be considered part of “monthly emoluments” for the purposes of partial payment. Education allowance will be paid for the entire month.
Rule 17.2

PARTNERSHIP

(a) For the purpose of the present Staff Regulations and Rules, officials who have provided an official certificate showing they have entered into a partnership organising the conditions of the relationship, duly registered with a national public authority, shall be considered as married officials and their partners as “spouses”.

(b) The terms “married”, “related by blood or marriage” and “marriage” should be understood in accordance with paragraph (a).
Rule 17.3

SALARIES

Every official shall receive the salary according to his or her grade and step as shown in the relevant Staff Circular.
Rule 17.3 - MONTHLY SALARY SCALE AS FROM 1 JANUARY 2022

Staff Circular

See the Staff Circular under Rule 12.1 (b).
**Rule 17.4**

**HOUSEHOLD ALLOWANCE**

(a) A married official, an official who has one or more dependents (as defined in Rule 17.5) and an official entitled to the allowance for a handicapped child shall be entitled, subject to the provisions of paragraph (c) below, to a household allowance equal to 6% of his or her salary; the allowance shall not be less than 6% of the salary at grade B3 step 1.

(b) By special decision of the Secretary-General and based on supporting documents, an official who, while not fulfilling the conditions laid down in paragraph (a), nevertheless actually assumes family responsibilities, shall be entitled to a household allowance as provided in paragraph (a).

(c) In the case of a married official who has no dependent person and whose spouse exercises a gainful activity:

   (i) if the earned income of the spouse is less than the sum of the salary of an official of grade B3 step 1 plus the household allowance to which the official would be entitled under paragraph (a), the household allowance shall be equal to the difference between the earned income of the spouse and that sum, but shall in no case be greater than the amount to which the official would be entitled under paragraph (a);

   (ii) if the earned income of the spouse is equal to or greater than the sum of the salary of an official of grade B3 step 1 plus the household allowance to which the official would be entitled under paragraph (a), no household allowance shall be payable.

(d) Where both spouses are employed by the Secretariat and both spouses are entitled to the household allowance, it shall be paid to the spouse whose salary is the greater.

(e) Where an official or his or her spouse already receives a household allowance from another source, the amount so received shall be deducted from the allowance due by virtue of paragraph (a).
Rule 17.5

DEPENDANT’S ALLOWANCE

(a) An official shall be entitled to a dependant’s allowance at the rate specified in the relevant Staff Circular, in respect of a dependent person, other than his or her spouse who is actually maintained by him or her.

(b) The following persons shall be considered dependants:

(i) any unsalaried child who is born of, or adopted by, an official, his or her spouse, or their children, who is below the age of 18 years and who is dependent on an official or his or her spouse for main and continuing support;

(ii) any child fulfilling the conditions laid down in sub-paragraph (i) above, but who is between 18 and 26 years of age and is serving an apprenticeship or is receiving school or university education or vocational training;

(iii) any handicapped child, within the meaning of Rule 17.6, who is dependent on an official or his or her spouse for main and continuing support;

(iv) any other child who is given a home by and is dependent on an official or his or her spouse for main and continuing support;

(v) any person related by blood or marriage for whose main and continuing support an official or his or her spouse is responsible by virtue of legal obligations.

(c) During the period when a child under 25 years of age is carrying out his or her compulsory national service without remuneration, he or she shall be considered as complying with the conditions provided for in paragraphs (a) and sub-paragraph (b) (ii).

(d) To obtain payment of a dependant’s allowance in respect of a child over 18 years of age, officials shall be required to furnish, at the beginning and end of each academic year, proof that the child is serving an apprenticeship or is receiving a school or university education or vocational training, or is carrying out his or her compulsory national service without remuneration.

(e) To obtain payment of an allowance in respect of a dependant, pursuant to sub-paragraph (b) (v), an official shall be required to furnish evidence that he or she or his or her spouse is providing for the main and continuing support of such dependant.

(f) Where both spouses are employed by the Secretariat, the dependant’s allowance shall be paid to the official who receives the household allowance.

(g) Where an official or his or her spouse already receives from another source an allowance for the support of a dependent child of the same nature as the allowance due by virtue of paragraph (a), such amount shall be deducted from the latter, without prejudice to the provisions of Rule 17.6.
Rule 17.5 - DEPENDANT’S ALLOWANCE

Staff Circular

1. In sub-paragraph (b) (i) the term “unsalaried child” means a child who is not receiving a salary under regular employment. Temporary work in academic vacations or part-time work outside normal hours of attendance at school or at a higher education institute will not disqualify a child as a dependant.

2. The general criteria of “main and continuing support” for all of those instances mentioned in the Rule shall mean 50% or more of the amounts paid for the support of the dependant.

3. With regard to the dependant’s allowance under sub-paragraph (b) (v), entitlement to this allowance shall be examined by Administration and Finance upon presentation of a written request, on the attached form. That request shall be accompanied by evidence of the legal obligation of the official to maintain the dependant. A written statement that the dependant has no income is required. If the dependant does have an income, official certificates or other documents shall be furnished establishing income and any retirement pension. Evidence of the contribution made to the dependant may also be required.
Determinants of income for*

..........................................................................................................................

(Name)

Grade ............... Step .......

Nationality ........................................................ Marital status ...................................... Residence status

..........................................................................................................................

All Children ........................................................ Children under 26 ....................... Dependent Children

..........................................................................................................................

All Dependents ........................................

DEPANDANTS' BREAKDOWN*

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<th>Unsalaried children under 26 years of age</th>
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<tr>
<th>Handicapped children and children requiring main and continuous support</th>
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<tbody>
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<td>Name</td>
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<th>Persons related by blood or marriage</th>
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* Can be changed subject to new family circumstances.
Rule 17.5 (a) - DEPENDANT'S ALLOWANCE

Staff Circular

Independent of the grade of the official, this allowance amounts, as from 1 January 2022, to Euro 309.82 per month per child or other dependant.
**Rule 17.6**

ALLOWANCE FOR HANDICAPPED CHILD AND REIMBURSEMENT OF EDUCATIONAL OR TRAINING EXPENSES RELATED TO THE HANDICAP

(a) An allowance for a handicapped child and a reimbursement in respect of educational or training expenses related to the handicap shall be paid to any official with a dependent child who is handicapped within the meaning of this Rule whatever the age of the child.

(b) A child shall be deemed to be handicapped within the meaning of this Rule if it is established by medical evidence that he or she is suffering from a serious and permanent disability necessitating either special care or supervision not provided free of charge or special education or training.

(c) The decision to pay the allowance and reimburse educational or training expenses under this Rule shall be made by the Advisory Board, which shall be provided with a medical report from at least one independent medical practitioner. The Secretary-General’s decision shall specify the period for which the allowance shall be paid, subject to review.

(d) All information regarding the individual situation shall be preserved and protected by all members of the Advisory Board as a confidential medical information. The examination of each case shall be conducted in a setting, which provides maximum privacy and protects the information from unauthorised individuals.

(e) (i) The criterion for entitlement to the benefits specified in this Rule shall be the serious and continuing impairment of the physical or mental activities.

(ii) Children may be deemed to be handicapped when they suffer from:

- serious or chronic affection of the central or autonomic nervous system, however caused, such as diseases of the brain, diseases or disorders of the spinal cord or bone marrow or autonomic paralysis;
- serious affection of the locomotor system;
- serious affection of one or more sensory systems;
- chronic and disabling mental illness.

(iii) The above list is not exhaustive.

(f) The amount of the allowance shall be equal to the allowance provided for in Rule 17.5 for a dependent person and shall be additional thereto.

(g) In the event that the official concerned is entitled to a similar allowance under a national or international scheme, such amount shall be deducted from the amount of the allowance payable by the Secretariat.
(h) Claims for the reimbursement of educational or training expenses under this Rule may be made solely in relation to expenses incurred in order to provide the handicapped child with education or training specially adapted to his or her needs and designed to obtain the highest possible level of functional capability, and which are not of the same kind as those taken into account for the purpose of the education allowance. The Secretary-General shall assess the reasonableness of the expenses for which the reimbursement is claimed.

(i) Reimbursement of the educational or training expenses referred to in paragraph (h) above shall be at the rate of 90% of such expenses, after deduction of any payment received from any other source for the same purpose.
Rule 17.7

EXPATRIATION ALLOWANCE

RULES APPLICABLE TO OFFICIALS RECRUITED BEFORE 1 DECEMBER 2015

(a) The expatriation allowance shall be paid to officials in categories A and B who, at the time of their appointment, were not nationals of Belgium and had not been continuously resident in Belgium for at least one year, no account being taken of previous service in their own country's administration or with other international organisations. In the event of an official who has been entitled to the expatriation allowance taking up duty in the country of which he or she is a national, he or she shall cease to be entitled to the expatriation allowance.

(b) The rate of the allowance during the first ten years of service shall be:

(i) 18% of basic salary for officials entitled to the household allowance;

(ii) 14% of basic salary for officials not entitled to the household allowance.

The allowance shall be calculated on the first step in grade of recruitment or promotion irrespective of any increase in the official’s basic salary by movement up the incremental scale and shall be adjusted in the same proportions and at the same date as basic salary.

(c) In years eleven, twelve and thirteen, the allowance at the rate of 18% shall be reduced by one percentage point per year to 15% and the allowance at the rate of 14% shall be reduced by one percentage point per year to 11%. During this period, and thereafter, the allowance shall be adjusted in the same proportions and at the same date as basic salary.

(d) In the event of an official who has been employed by a Co-ordinated Organisation taking up duty in the Secretariat, or in the event of an official of another international organisation or a member of the administration or armed forces of the country of origin taking up duty in the Secretariat without changing country, the previous service in Belgium will be taken into account in determining the application of paragraphs (b) and (c) above.

(e) Where both spouses are non-resident and are both employed in the same country by the same Co-ordinated Organisation, or by two different Co-ordinated Organisations, they shall each be entitled to an expatriation allowance at the rate of 14% whether or not they are entitled to the household allowance or at the rates on the reduction scale which correspond to the number of each spouse’s years of service.

(f) Officials already in the service of a Co-ordinated Organisation at 1 January 1996 and receiving the expatriation allowance in force at that date shall, on the occasion of their marriage, be treated in the same way as other serving staff.
RULES APPLICABLE TO OFFICIALS
RECRUITED ON OR AFTER 1 DECEMBER 2015

(g) The expatriation allowance shall be paid during the first ten years of service to officials in categories A and B who, at the time of their appointment, were not nationals of Belgium and had not been continuously resident in Belgium for at least one year, no account being taken of the previous service in their own country’s administration or with other international organisations. In the event of an official who has been entitled to the expatriation allowance taking up duty in the country of which he or she is a national, he or she shall cease to be entitled to the expatriation allowance.

(h) The rate of the allowance during the first ten years of service shall be:

(i) 18% of basic salary for officials entitled to the household allowance;

(ii) 14% of basic salary for officials not entitled to the household allowance.

The allowance shall be calculated on the first step in grade of recruitment or promotion irrespective of any increase in the official’s basic salary by movement up the incremental scale and shall be adjusted in the same proportions and at the same date as basic salary.

(i) As of the eleventh year of service, the expatriation allowance shall be set at 0% of basic salary.

(j) In the event of an official who has been employed by a Co-ordinated Organisation taking up duty in the Secretariat, or in the event of an official of another international organisation or a member of the administration or armed forces of the country of origin taking up duty in the Secretariat without changing country, the previous service in Belgium will be taken into account in determining the application of paragraphs (h) and (i) above.

(k) Where both spouses are non-resident and are both employed in the same country by the same Co-ordinated Organisation, or by two different Co-ordinated Organisations, they shall each be entitled to an expatriation allowance at the rate of 14% whether or not they are entitled to the household allowance or at the rates on the reduction scale which correspond to the number of each spouse’s years of service.

(l) Officials already in the service of a Co-ordinated Organisation at 1 December 2015 and receiving the expatriation allowance in force at that date shall, on the occasion of their marriage, be treated in the same way as other serving staff.
Rule 17.8

INSTALLATION ALLOWANCE

(a) An official of grade A or B who at the time of appointment had no residence in the Brussels area and who takes up residence in Brussels area shall receive an installation allowance in accordance with the following scale:

(i) an official who does not receive the household allowance: one month's salary

(ii) an official who receives the household allowance and has no dependent child or only one: one and a half months' salary

(iii) an official who receives the household allowance and has two or more dependent children: two months' salary

(b) The Secretary-General may deem this Rule applicable to specifically qualified category C staff when he or she finds that he or she cannot adequately recruit such staff from local manpower resources.

(c) In calculating the allowance due to an official who receives the household allowance, account shall be taken only of dependent persons who take up, or within one month will take up, residence in the Brussels area.

(d) For the purposes of paragraph (c), the following shall be regarded as dependent persons: spouse, dependent children. No account shall be taken of persons who were not dependent on the official or his or her spouse at the time of taking up duty with the Secretariat.

(e) An official shall be entitled to the complement of the installation allowance in accordance with paragraph (a) where a dependant becomes resident in the Brussels area after the official's appointment. In such case, the request for the complement shall be made by the official within six months from the day the dependant arrives in Brussels.

(f) For the purposes of paragraph (a), an official shall be deemed not to be resident in the Brussels area if at the time of his or her appointment he or she had no house at his or her disposal in Brussels or within a radius of 50 km from Brussels.

(g) The provisions of this Rule shall not apply to an official appointed for one year or less.

(h) An official whose appointment is terminated during the probationary period or who resigns before completing two years' service shall repay to the Secretariat half the installation allowance.
Rule 17.8 - INSTALLATION ALLOWANCE

Staff Circular

For the purposes of this Rule the status of the official at the time he or she takes up his or her appointment will be the one used in determining the scale of the installation allowance. For example, if the official arrives without his or her family he or she will be given an installation allowance under sub-paragraph (a) (i). When his or her spouse and/or other dependants join him or her, the official shall be given the difference in the scales of the installation allowances. The official’s salary at the time of the arrival of the other dependants will be the basis used for determining the amount of the allowance. An example would be an official who takes up duties in January whose spouse and two dependant children join him or her in July. In January the official would receive an installation allowance based upon one month’s salary at the rate of his or her salary in January. When joined by a spouse and two dependent children in July the official would receive an additional month’s salary on the basis of the official’s salary for July.
Rule 17.9

ACTING ALLOWANCE

(a) An official who is called upon to act for an official of a higher grade for a temporary but continuous period shall be paid an acting allowance equal to twice the value of the first step in his or her grade.

(b) The allowance shall be paid in respect of the period from the first day of the third month up to the last day of the sixth month following the date of the assignment; it may be renewed for further periods of six months by special decision of the Secretary-General.
Rule 17.9 - ACTING ALLOWANCE

Staff Circular

On the proposal of Administration and Finance and taking into account the immediate superior’s view, the Secretary-General may call upon an official to act for an official in a higher grade in writing. The official is required to react to such a call in writing.
Rule 17.10

EDUCATION ALLOWANCE

(a) Officials shall be entitled to an education allowance in respect of each dependent child as defined in Rule 17.5 (b) (i), (ii), (iii) and (iv), who regularly attends an educational establishment on a full-time basis.

(b) The amount of the education allowance shall be 70% of the total expenditure mentioned in paragraph (c) subject to the following maximum limits:

   (i) the amount may not exceed two and a half times the dependent child's allowance applying in Belgium.

   (ii) where, for imperative educational reasons, education expenditure as defined in paragraph (c) is excessively high, the Secretary-General is authorised to take appropriate measures after an examination of individual cases, within the limit of 70% of the total admissible expenditure and not more than four times the dependent child's allowance, for education up to completion of the secondary cycle.

(c) Unless otherwise provided for, the education allowance shall be granted on production of receipts certifying that expenditure of the kind mentioned below has in fact been incurred and paid by the official.

The following items of expenditure shall be taken into account when calculating the education allowance:

   (i) school or university registration fees;

   (ii) general fees for schooling and education charged by the educational establishment, with the exception of expenses on special courses and activities that are not normally part of the child's basic course of studies and the cost of related equipment;

   (iii) examination fees;

   (iv) tuition fees for private lessons on condition that:

      - tuition is given in subjects which are not contained in the child's syllabus but are part of the compulsory national education programme of the country of which the official is a national, or

      - tuition is required to enable the child to adjust to the education curriculum of the establishment attended, or to enable the child to become familiar with the language spoken in the area in which the child lives if the education is given in another language,

provided, however, that such tuition fees may only be taken into account for an adjustment period of not more than two years;
(v) daily expenses for travel between the educational establishment and home by public transport or school bus. If available reduced fares must be taken into consideration. Where a private car is used or when no public transport or school bus is available, an amount equal to 10% of the dependent child's allowance applicable in Belgium, shall be taken into account;

(vi) expenditure on half-board, or on board and lodging in cases where the child does not live at the official’s home. If receipts for board and lodging are available, the amount to be taken into account shall not exceed twice the dependent child's allowance applying in Belgium. If no receipts are available, the amount to be taken into account shall not exceed one and a half times, such dependent child's allowance;

(vii) purchase of school books as required by the curriculum, and compulsory school uniforms.

(d) The education allowance shall be paid in monthly instalments for each child from the beginning of the school year.

(e) An official whose child carries out his or her studies at a place more than 300 km away from Brussels, shall also be entitled - on the condition that the amount does not exceed the cost of a return trip between Brussels and the place approved for home leave - to the reimbursement of the cost of one return trip per year between the place of study and Brussels. However, an official who has received such repayment for one, or several, children may not during the same year request payment for the return trip on home leave for the same child or children.

(f) An official whose child, under the age of 18, is educated at a place more than 300 km away from Brussels, may also request reimbursement of 70% of the cost of two return trips per year between the place of education and Brussels, on the condition that the individual amount does not exceed the equivalent percentage of the cost of a return trip between Brussels and the place approved for home leave.

(g) Entitlement to the education allowance shall commence on the first day of the month during which the child begins to attend a primary school. It shall terminate when the child ceases full-time studies, and not later than the end of the month in which the dependent child's allowance will cease to be paid.

(h) At the beginning of the school year, an official requesting an education allowance shall submit a certificate of enrolment established by the educational establishment and shall inform Administration and Finance as fully as possible of the expenditure which will be incurred for the education of each child. On the basis of that information, Administration and Finance shall provisionally calculate the education allowance on an annual basis and make it payable at one twelfth of the total amount from the beginning of the school year.

At the end of the school year, the official shall provide evidence of the total expenditure during the school year in order to allow final calculation of the allowance. Positive or negative discrepancies between the final amount and the total sum of the monthly payments shall be settled as soon as possible.

This final amount may be used as the basis for determining the amount of the provisional allowance to be paid in the next school year provided that the entitlement remains unchanged.
(i) The actual amount of the education allowance shall be determined after deduction, where appropriate, from the total amount of the expenditure by the official for educational purposes as mentioned in paragraph (c), of any allowance received from other sources for the child’s education (scholarships or study grants).

(j) The supplement for dependent children, included in the expatriation allowance, and the education allowance shall not be paid concurrently.
Rule 17.10 - EDUCATION ALLOWANCE

Staff Circular

1. At the beginning of the school year, an official requesting education allowance shall fill in the attached application form and submit it to Administration and Finance. The same form shall be used at the end of the school year for the final calculation of education allowance.

2. For the purposes of paragraph (g), participation in a pre-school programme (e.g., nursery or kindergarten) will not be regarded as attending a primary school.

3. For the purposes of paragraph (b) and sub-paragraphs, (c) (v) and (vi) the limits expressed as a multiple or a percentage of the dependent child’s allowance applying in Belgium will be calculated on a twelve calendar-months basis if the child has attended school during the full school year, or if the items of expenditure to be taken into account have been incurred during the full school year.

4. Fees referred to in sub-paragraphs (c) (i) to (iv) may in practice be reimbursed to officials directly, on presentation of evidence of expenditure within the limits laid down in Rule 17.10 (b).

5. If their school or university expenses are particularly heavy, officials may receive an advance covering the full amount shown to be incurred.

6. The only cases that will be considered under the provisions of sub-paragraph (b) (iii) are those where an official’s child pursues his or her studies in the country of which the official is a national or in Belgium.
REGULATION 18

REMOVAL, TRAVEL AND MISSIONS

Officials may receive reimbursement of travel and removal expenses incurred in the service of the Secretariat as established by the Staff Rules.
REGULATION 18 - TRAVEL AND MISSIONS

Staff Circular

1. All travel undertaken for official purposes must be authorised by the Secretary-General/Deputy Secretary-General and the immediate superior in advance using the attached application form and, as a rule, ten working days prior to departure.

2. The mission form, duly completed and signed by the official, the immediate superior and the Secretary-General/Deputy Secretary-General, has to be certified by Administration and Finance before any liability on the part of the Secretariat can be engaged.

3. Subsistence allowance will be paid in advance to officials in possession of a Secretariat credit card in exceptional cases only and upon specific justified request.

4. As a rule, travel expenses will be paid directly by the Secretariat for ticket bookings made through a travel agent designated by Administration and Finance. Exceptionally, travel booked through other agencies offering more advantageous prices will also be paid.

5. On their return from mission or home leave, officials must submit a claim for reimbursement of travel expenses to Administration and Finance using the attached claim form. All transport ticket stubs and supporting receipts must be attached.
**Rule 18.1**

**REMOVALS**

(a) An official shall be entitled in the cases provided for in Rule 18.2, except when taking home leave, to the reimbursement of expenses actually incurred for the removal of his or her personal effects. The officials concerned shall be required, for this purpose, to submit for prior approval estimates of the removal expenses from at least two competing firms, and reimbursement shall be effected only within the limits of the approved figures.

(b) Reimbursement of expenses incurred for the removal of personal effects shall not exceed the cost of removal of the quantities in the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Officials who receive the household allowance</th>
<th>Others</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>8,000 kg net or 40 m³</td>
<td>4,000 kg net or 30 m³</td>
</tr>
<tr>
<td>B and C</td>
<td>4,000 kg net or 30 m³</td>
<td>2,500 kg net or 20 m³</td>
</tr>
</tbody>
</table>

These shall be increased by 500 kg net or 4 m³ in respect of each dependent child.

(c) Expenses shall be reimbursed for only two consignments of personal effects in respect of removals occasioned by appointment and for only one consignment in respect of removals occasioned by termination of appointment.

(d) Removal expenses incurred by an official are not reimbursable:

(i) on taking up duty, if the removal has not taken place before notice is given of the termination of the engagement of the official concerned;

(ii) on leaving the service of the Secretariat, if the removal has not taken place and application for reimbursement has not been submitted within two years thereafter.
Rule 18.1 - REMOVALS

Staff Circular

1. In the case of an official whose dependants join him or her after his or her appointment or return to their home country prior to the termination of the official’s appointment, the removal expenses under this Rule are subject to the limits provided for in paragraph (b).

2. In a case of a dependant joining the official after his or her appointment, the related consignment will be considered as one of the two consignments in respect of removals on appointment and the Secretariat will reimburse up to the stated limits. The request for this reimbursement must be made within two years after the official’s appointment.

3. For the first of the two consignments on appointment and the one consignment on termination of appointment, subject to the limits prescribed under paragraph (b), officials may request that in order to meet immediate installation needs, part of their personal effects be despatched by air freight, within the following limits:

<table>
<thead>
<tr>
<th>Category</th>
<th>Officials who receive the household allowance</th>
<th>Others</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>750 kg or 5m³</td>
<td>375 kg or 3m³</td>
</tr>
<tr>
<td>B and C</td>
<td>375 kg or 3m³</td>
<td>200 kg or 2m³</td>
</tr>
</tbody>
</table>

4. These limits shall be increased by 150 kg or 1m³ in respect of each dependent child.

5. Despatch by airfreight must be previously authorised by Administration and Finance.

6. For the purposes of the limits under paragraph (b) twice the volume or weight of effects thus despatched will be taken into account.

7. For the purposes of insurance, the costs of which shall also be borne by the Secretariat in the context of removals, the following maximum limits on estimated value of total shipment will apply:

<table>
<thead>
<tr>
<th>Category</th>
<th>Officials who receive the household allowance</th>
<th>Others</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>EUR 200.000</td>
<td>EUR 125.000</td>
</tr>
<tr>
<td>B and C</td>
<td>EUR 150.000</td>
<td>EUR 75.000</td>
</tr>
</tbody>
</table>

8. For the purposes of this Rule automobiles will not be considered personal effects and reimbursement for the removal of automobiles will not be allowed.

9. Storage will not normally be considered as removal costs and reimbursement thereof will not be allowed.
Rule 18.2

TRAVEL

(a) Officials shall be entitled, within the limits laid down in Rules 18.2.2 to 18.2.5 to the reimbursement of travel expenses actually incurred:

(i) when taking up duty, for the journey from their place of residence to Brussels;

(ii) when taking home leave under Rule 22.4, for the return journey between Brussels and their home;

(iii) on leaving the service of the Secretariat, for the journey from Brussels to the place where they resided at the time of taking up duty or to their new place of residence, as the case may be, provided that the journey actually takes place and the application for reimbursement is made within one year of leaving the service. This period may however be extended, in special circumstances, by special decision of the Secretary-General, provided that the official bears any expenses over and above those which would have been borne by the Secretariat if the journey had been made within twelve months of his or her departure from the service.

(b) Officials drawing the household allowance shall be entitled, in accordance with paragraph (a), to the reimbursement of travel expenses actually incurred in respect of their spouse and their dependent children. Subject to the prior approval of the Secretary-General, they may also be accompanied, on the conditions set out in paragraph (a), by a person in charge of children under 16 years of age. When the youngest child reaches the age of 16 years, the cost of the return journey of this person shall be reimbursed but no reimbursement shall be allowed in respect of subsequent journeys. For the purpose of this Rule, spouses, dependent children and the person accompanying them shall be assimilated to the grade of the officials concerned.

(c) Except when taking home leave, officials entitled to the reimbursement provided for in paragraph (a) shall be entitled, for travelling time in excess of 24 hours, to the allowances laid down in Rule 18.2.4 (a) and (e).
Rule 18.2 – TRAVEL

Staff Circular

1. In order to cover risks and damages while travelling on duty, all Officials benefit from a “World Business Assistance” insurance subscribed by the Secretariat.

2. Both the General Conditions and the Special Conditions are available in Annex.
Rule 18.2 (a) - TRAVEL

Staff Circular

In the case of an official taking up duty in the Secretariat or an official returning to the place where he or she resided at the time of taking up duty or to his or her new place of residence, as the case may be, on the termination of his or her appointment, excess luggage charges will be allowed, on application, up to the amount granted for business class travel. The value of the excess luggage allowance may be applied towards the cost of shipping the goods as unaccompanied luggage or even as airfreight.
Rule 18.2.1

TRAVELLING ON DUTY - MISSIONS

Officials travelling on duty on behalf of the Secretariat under a travel order shall be entitled to the reimbursement of travel expenses actually incurred for this purpose, as provided in these Rules.

Hours spent working or travelling under a travel order on a Saturday, Sunday or official Secretariat closing day shall not be treated as overtime unless requested by an official and expressly authorised in advance by the Secretary General at his/her discretion. In such case, each half-day served shall give entitlement to a half-day of compensatory leave.
Rule 18.2.1 – TRAVELLING ON DUTY - MISSIONS

Staff Circular

Hours spent working or travelling under a travel order on a Saturday, Sunday or official Secretariat closing day shall not be treated as overtime unless requested by an official and expressly authorised in advance by the Secretary General at his/her discretion. In such case, each half-day served shall give entitlement to a half-day of compensatory leave.
Rule 18.2.2

TRAVEL EXPENSES

The travel expenses incurred and reimbursable under Rules 18.2 and 18.2.1 shall comprise:

(a) the cost of the transport, using the shortest and the most economical route, within the limits laid down in these Rules;

(b) the cost of seat reservations; and

(c) authorised excess luggage charges.
Rule 18.2.2 - TRAVEL EXPENSES

Staff Circular

1. For the purposes of this Rule the “shortest and the most economical route” means, as a rule, the cheapest and most direct connection from Brussels to the point of destination.

2. In the case of official missions by air, excess luggage charges will be reimbursed only if the luggage concerned has been carried for official purposes or specific authorisation has been obtained in advance as part of the travel authorisation.
Rule 18.2.3

MODE OF TRAVEL

(a) Air, Rail and Sea travel.

As a rule, when an official is authorised to travel by air, rail or sea, he or she shall be entitled to the reimbursement of an economy class ticket unless expressly allowed by the Secretary-General to use a different class ticket.

(b) Travel by private vehicle.

The use of a private vehicle for travel on mission may be authorised by the Secretary-General. Officials so authorised shall travel at their own risk, shall be responsible for making arrangements regarding insurance and may not claim against the Secretariat in respect of any damage caused to their vehicles.

An official authorised, in the interest of the Secretariat, to use his or her own vehicle shall be entitled to a kilometric allowance, calculated at the rate prescribed in the relevant Staff Circular corresponding to the shortest route. An official authorised to use his or her own vehicle for personal reasons shall be entitled to the same allowance, which shall in no case exceed the cost of the normal transport which would otherwise be authorised, no account being taken of any supplements or reductions to which he or she may be entitled, or of the cost of any sleeping accommodation to which he or she would have been entitled if he or she had travelled by train. For the purposes of this provision, the cost of normal transport shall be:

- for a journey of 500 km or less involving no sea crossing, the train fare, the distance to be taken into account being that used for fare calculations by the railway company;

- for all other cases, the fare for the mode of transport generally used by the Secretariat.

If the quickest usual route followed involved special charges (such as tolls, transport of the car by a car ferry), such charges shall be reimbursed on application supported by receipts.

An official authorised to use his or her own vehicle for personal reasons shall not be entitled to subsistence allowance for any period in excess of the length of the journey corresponding to the use of the mode of transport on which the refund of travel expenses is based. Any additional official time taken to complete the journey will be deducted from the official’s annual leave.

An official authorised to use his or her own vehicle and to carry passengers shall be entitled to a supplementary kilometric allowance equal to 10% of the rate prescribed in the relevant Staff Circular for the first passenger and to 8% of that rate for each additional passenger.
(c) **Local journeys.**

An official expressly authorised to undertake a journey by taxi or public transport when on duty shall be entitled to reimbursement of the expenses actually incurred or, if using a private car, to the payment of the kilometric allowance specified in the relevant Staff Circular.
Rule 18.2.3 (b) - KILOMETRIC ALLOWANCE

Staff Circular

The amount of the kilometric allowance as from 1 January 2022 is EUR 0.50.
Rule 18.2.3 (c) - LOCAL JOURNEYS

Staff Circular

All journeys in the Brussels area, when on duty, are reimbursed based, as a general rule, on the use of public transport.

Subject to approval by their immediate superior, officials may use a private vehicle and are entitled to the reimbursement of a kilometric allowance calculated at the rate prescribed in the relevant Staff Circular. They are also entitled to the reimbursement of parking fees upon presentation of receipts. Officials shall ensure appropriate and adequate insurance cover when using private vehicles whilst on duty.

Subject to approval by their immediate superior, officials may, exceptionally, use a taxi and are entitled to the reimbursement of expenses upon presentation of receipts.
Rule 18.2.4

SUBSISTENCE ALLOWANCE

(a) Officials travelling on duty shall be entitled to a daily allowance at the rates laid down in the relevant Staff Circular in accordance with Coordinated Organisations rates. Where an official travels on duty in a country other than one of those appearing in the Coordinated Organisations rates he or she shall be entitled to a daily subsistence allowance equivalent to 100% of the standard rate applying to the United Nations International Staff.

(b) The number of days spent on mission shall be calculated in periods of 24 hours from the hour of departure of the official to the hour of his or her return, it being understood that, in the case of a journey by train or boat, the mission shall begin one hour before the departure of the train or boat and, in the case of a journey by air, one hour and a half before the time of take-off. Likewise, such missions shall end respectively one hour after the time of arrival in the station or port and one hour and a half after landing at the airport.

(c) (i) No subsistence allowance shall be payable for periods of less than four hours.

(ii) Where the period of duty is four hours or more but less than eight hours the officials shall be entitled to one quarter of the daily allowance. The officials shall likewise be entitled to one quarter of the daily allowance in respect of any period of four hours or more but less than eight hours in excess of any complete period of 24 hours.

(iii) Where the period of duty is eight hours or more without hotel accommodation the officials shall be entitled to one half of the daily allowance. The officials shall likewise be entitled to one half of the daily allowance in respect of any period of eight hours or more but less than 24 hours in excess of any complete period of 24 hours.

(iv) Where the period of duty is eight hours or more, but less than 24 hours, with hotel accommodation, the officials shall be entitled to the full daily allowance.

(d) An official authorised, in the interest of the Secretariat, to use his or her own vehicle or an official motorcar shall be entitled to the daily subsistence allowance throughout his or her mission. However, an official authorised to use his or her own vehicle for personal reasons shall be entitled only to the subsistence allowance which would be due in respect of travel by the shortest route; any extra time for the journey shall be counted as annual leave.

(e) The allowances provided under paragraph (a) shall be reduced as follows:

(i) by seven-tenths for sea voyages, when more than 24 hours are spent at sea during a single journey on duty;

(ii) in proportions to be determined by the Secretary-General in each case where an official travelling on duty receives hospitality from the Government or a third party of the country visited.
(iii) Where the Government or a third party pays fares for duty travel and those fares include provision for meals or overnight accommodation, the daily subsistence allowance shall be abated by 15% for each main meal and by 50% for overnight accommodation provided in the fare.

(f) The allowances provided under paragraph (a) shall be deemed to cover all the expenses liable to be incurred by an official travelling on duty, except expenses of the nature mentioned hereunder, for which additional reimbursement may be claimed:

(i) postal, telegraphic and telephone expenses incurred for official purposes;

(ii) entertainment expenses incurred by officials specially authorised by the Secretary-General;

(iii) exceptional and unforeseen expenses incurred under force-majeure in the interest of the Secretariat and resulting in disbursements out of reasonable proportion to the allowance provided.

(g) If under certain circumstances the expenditures for accommodation exceed 60% of the daily subsistence allowance, it is at the discretion of the Secretary-General to reimburse the excess amount partially or totally on presentation of receipts and sufficient proof that the additional expenditures were unavoidable. This reimbursement should normally not exceed 30% of the daily subsistence allowance.

(h) Special provision shall be made for travelling on duty entailing an absence of more than two months.
Rule 18.2.4 - SUBSISTENCE ALLOWANCE

Staff Circular

- Hospitality from a Government or a third party

Where officials travelling on duty receive hospitality from a Government or a third party, it shall be indicated on the mission claim and subsistence shall be abated as follows:

- overnight accommodation: 50%
- breakfast: 10%
- lunch or dinner: 15%

For the purposes of Rule 18.2.4 (g) “accommodation” includes hotel cost and breakfast.

When requesting travel authorisation under conditions that all costs (travel, accommodation and meals) are covered by a third party, the traveller agrees not to claim any DSA regarding the time spent on destination. The reimbursement of “Other expenses, which are not in DSA” will be done according to the standard practice.

- Missions during annual and home leave with reimbursement

When officials meet with the local authorities while travelling on annual or home leave with travel costs reimbursed, officials may claim their time, relevant meals and costs of local transportation. The content of such meetings will be reviewed and agreed with the official’s immediate superior, who will convey the details to the Management meeting for approval, prior to the official’s departure on home leave. In order to receive reimbursement, the mission authorisation and mission claim forms must be submitted in accordance with the standard missions procedure.
**Rule 18.2.4 (a) - DAILY SUBSISTENCE ALLOWANCE RATES**

**Staff Circular**

<table>
<thead>
<tr>
<th>COUNTRY</th>
<th>Rates at 01/01/2022</th>
<th>Currency</th>
</tr>
</thead>
<tbody>
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Rule 18.2.4 (a) - DAILY SUBSISTENCE ALLOWANCE RATES

Staff Circular (continued)

<table>
<thead>
<tr>
<th>COUNTRY</th>
<th>Rates at 01/01/2022</th>
<th>Currency</th>
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### Rule 18.2.4 (a) - DAILY SUBSISTENCE ALLOWANCE RATES

**Staff Circular (continued)**

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Rule 18.2.4 (a) - DAILY SUBSISTENCE ALLOWANCE RATES

Staff Circular (continued)

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Rule 18.2.4 (a) - DAILY SUBSISTENCE ALLOWANCE RATES

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Rule 18.2.4 (a) - DAILY SUBSISTENCE ALLOWANCE RATES

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Rule 18.2.4 (a) - DAILY SUBSISTENCE ALLOWANCE RATES

Staff Circular (continued)

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Rule 18.2.5

LIMITATION OF REIMBURSEMENTS

(a) Officials shall not be entitled to the reimbursements provided in Rules 18.1 to 18.2.4 if the expenses actually incurred by them are reimbursed to them by a Government or by any third party or if such expenses can be met in virtue of a right acquired by them prior to their appointment.

(b) Travel and removal expenses incurred by officials when leaving the service of the Secretariat shall be reimbursed to an amount not exceeding the costs which would be incurred if they returned to the place where they resided before taking up duty with the Secretariat.

(c) The reimbursement of travel and removal expenses incurred on leaving the service of the Secretariat may be refused in whole or in part if the official concerned resigns before completing twelve months' service.

(d) The provisions of Rules 18.1 and 18.2 shall apply if the engagement of an official is terminated as a result of his or her death.
Rule 18.2.5 – LIMITATION OF REIMBURSEMENTS

Staff Circular

Officials travelling on duty shall request their travel expenses and subsistence allowance, if any, within 10 working days after their return to Brussels. Unless otherwise expressly authorised by the Secretary-General, claims received after such deadline are time barred and shall not be accepted.
REGULATION 19

STAFF BENEFITS AND GRANTS

Officials may receive benefits as established by these Staff Regulations and the Staff Rules and, in particular:

i) in case of sickness, accident, disablement, birth or death;

ii) on termination of service in the Secretariat.
Rule 19.1

INSURANCE

(a) Officials and, where indicated, their spouse and dependants shall receive the benefits in respect of medical care, temporary or permanent incapacity and death as established in and under the terms of the group insurance contract entered into by the Secretariat. These are described in general terms below. The purpose of the group insurance contract is to indemnify officials and where indicated, their spouse and dependants, for reasonable and customary expenses resulting from medical attention; and to provide benefits in case of temporary incapacity, permanent disability or death of the official.

(b) Temporary incapacity:

In the event of temporary incapacity due to accident or illness, an indemnity of 100% of the official’s monthly emoluments shall be paid, after a waiting period of three months, during the first six months following the waiting period. For the next four months the indemnity shall be equal to 50% of the official’s monthly emoluments.

Where temporary incapacity is due to a service - incurred condition (accident or illness) the official shall receive 100% of his or her monthly emoluments after the waiting period of four months.

These benefits are payable for as long as the insured person is prevented by the accident or sickness from resuming work, until he or she is recognised to be in a state of permanent invalidity.

(c) Permanent disability:

An official in a state of permanent disability due to sickness or accident shall be entitled to a disability pension and a capital sum.

Payment of disability pension:

In case of total disability the pension shall be equal to 50% of the official’s monthly emoluments. Disability of 70% or more is deemed to be total.

Where disability is or becomes partial (equal to or above 20% but less than 70%) the pension payable will be proportionally reduced.

Where disability is or becomes less than 20% no pension is due.

These benefits are paid at the end of each month but no later than the 65th birthday of the official.

Payment of a capital sum:

In case of total disability the official shall be entitled to the payment of a capital sum equal to three times his or her annual emoluments.
Where total disability is due to a service-incurred condition (accident or illness) the official shall be entitled to payment of a capital sum equal to five times his or her annual emoluments.

Where the degree of disability is partial (equal to or above 20% but less than 70%) a portion of this capital will be paid according to the degree of disability.

Where the degree of disability is or becomes less than 20% no capital is due.

(d) **Death:**

On the death of an insured person, a capital equal to three times the official’s annual emoluments will be paid. Where death is due to a service-incurred condition (accident or illness) the capital payment will be equal to five times the official’s annual emoluments.

(e) Where medical expenses are incurred as a consequence of a service-incurred condition (accident or illness), the expenses listed in the Staff Circular (Medical Care) to Rule 19.1 shall be reimbursed at 100% and without application of the limits defined in the relevant insurance contract.

(f) **Exclusion of medical cover:** the following items are not reimbursed:

(i) routine health examinations and preventive medicine;

(ii) spa cures, rejuvenation cures and cures in nature clinics and health farms;

(iii) cosmetic treatment, except as the result of an accident for which coverage is provided; and

(iv) non-prescription items, hygienic and dietary products.

(g) Any capital sum payable under paragraph (d) in the event of death shall be paid to such person or persons who have been nominated to the Secretary-General by the deceased to receive it, such nominations being restricted to spouse, descendants or ascendants, or, in the absence of any such nomination, to the person or persons otherwise having legal title to receive it.
Rule 19.1 – INSURANCE (Medical Care)

Staff Circular

Officials and where indicated their spouse and dependants shall receive reimbursement of medical expense as described in the table of Benefits issued by Allianz Care (see Annex). Staff contribution to medical insurance should be 3% from emoluments until further notice.

All officials travelling on mission on behalf of the Secretariat shall ensure full and up-to-date compliance with all obligatory and recommended vaccination (and other medical, e.g. malaria) requirements for any given country to which they may be required to travel for work purposes.

All officials whose work duties are such that they may be realistically expected to travel to countries on behalf of the organization where certain vaccinations are mandatory (for entry and for health requirements), shall ensure they are up to date with all required vaccinations in order to avoid situations where they may not be fully protected if required to travel at short notice. In this context all officials may be realistically expected to travel to such countries, with the exception of administrative staff and personal assistants.

The Secretary General may grant an exception from this requirement on a case by case basis at the express request from an official and predominantly on health grounds.

In order to check that inoculations for the country to which you may be travelling are in order, check the relevant country details on the following link:


Clicking on the country of travel will provide a list of obligatory vaccination requirements and also recommended vaccinations and/or treatments prior to departure.

It should be noted that most vaccinations must be obtained at least one month prior to departure and in some cases longer (up to six months), as multiple vaccinations may be required to ensure full protection (this is the case, for example, with hepatitis).

If you are in any doubt with respect to a given country, or vaccination/medical treatment prior to departure, our medical insurance provider, Allianz, can provide additional information.

It is strongly recommended that all officials who are susceptible to travel to tropical countries on behalf of the organisation ensure they are up to date with all general vaccinations in order to avoid situations where they may not be fully protected if required to travel at short notice. A list of routine and required vaccines can be found at this link:

http://www.who.int/ith/vaccines/en/

The local hospital, Cliniques St Luc, has a dedicated service for travel vaccinations.

The phone number is 02/764 21 22. The number may be difficult to reach during peak times just before summer holiday departures (May/June) and the travel centre is likely to be very busy during this period, so it is better to avoid this where possible.
Rule 19.2

OTHER PROVISIONS APPLICABLE IN THE EVENT OF DEATH

(a) In the event of the death of an official otherwise than in circumstances giving rise to benefits under an insurance policy maintained by the Secretariat in respect of officials of the Secretariat an indemnity equal to one year's emoluments shall be payable by the Secretariat.

(b) In the event of the death of an official during service with the Secretariat, the official's salary and all allowances shall be paid up to the end of the month of death.

(c) The Secretary-General shall designate the person or persons who shall be entitled to payments under this Rule.
Rule 19.3

BENEFITS IN THE CASE OF PARENTHOOD

On the birth of a child to an official, he or she shall receive a grant similar to the dependant’s allowance.

The same grant shall be paid to an official who adopts a child who is less than six years of age and is a dependant within the meaning of Rule 17.5.

In both cases, the grant shall be requested within 3 months of the birth or adoption.
Rule 19.4

TERMINAL ALLOWANCE

(a) As a contribution towards a Terminal Allowance the Secretary-General will deduct 7% from the salary of each official as it accrues. The salary on which the official's contribution is calculated shall be the monthly basic salary, increased by any cost of living percentage fixed under Regulation 17 c) and without regard to any reduction in emoluments under Rule 22.5 (b) or when Regulation 16 is applied, the corresponding benefits paid to the official under the insurance provisions of Rule 19.1.

(b) On the termination of his or her permanent service with the Secretariat an official shall be entitled to payment of a Terminal Allowance, which shall be the product of his or her total contributions during the last twelve months of service and four and a half times the length of service in years and fractions of years.

(c) Sick leave involving reduction in salary under Rule 22.5 (b) and any period of non-activity under Regulation 16 a) (i) shall count as service for the purposes of paragraph (c), except if the period of non-activity following a sick leave is longer than ten months after which an official is not supposed to receive any salaries or benefits in accordance with Rule 19.1 (b) and Rule 19.4 (b).

(d) Any reduction in or cessation of salary (other than the postponement of increments under Rule 12.1 (d) shall be ignored for the purposes of paragraph (c).

(e) On good reason being shown to the Secretary-General, up to 75% of the official’s Terminal Allowance may, on request, be paid to him or her at any time within his or her last six months of service provided this period has been irrevocably determined under Regulation 13, 14 or 15 and subject to adequate notice being given before payment is required.

(f) In the event of the death of an official the Terminal Allowance shall be paid to such person or, persons who may have been nominated to the Secretary-General by the deceased to receive it, such nomination being restricted to husband or wife, descendants or ascendants, or, in the absence of any such nomination, to the person or persons otherwise having legal title to receive it.
Rule 19.4 - TERMINAL ALLOWANCE

Staff Circular

1. Officials are entitled to the payment of the Terminal Allowance at the end of their permanent service with the Secretariat.

2. In case of a financial debt towards the Secretariat, the Secretariat may deduct the relevant amount from the official's Terminal Allowance. “Financial debts” include Advances on emoluments (Rule 19.5), Loans (Rule 19.6), Financial assistance (Rule 19.7) and Undue payments (Regulation 21). In case of financial debt towards the official, the Secretariat will increase the relevant amount of the Terminal Allowance.

3. Full and final payment of the Terminal Allowance is subject to the completion of all necessary formalities, both substantive and administrative, by the official. These formalities include:
   - A formal handover report to be prepared one month before departure and to be approved by the official’s immediate superior. The handover report shall contain, as a minimum:
     - A list of all the files of which the official was in charge, including a brief description as to the current activity in respect of each file and their location;
     - A list and description of all issues on which the official is currently working, together with a proposed follow-up strategy/course of action;
     - A list of all professional contacts deemed important for the continuation of the work of the unit and pertaining to each of the files above;
     - Any other professional information deemed necessary for the good process of the handover to the immediate superior.
   - The settlement of all outstanding financial claims other than those covered by paragraph 2, notably related to official travels on mission, representation, allowance, telephone bills, parking bills and/or the ECS credit card.
   - The submission of a forwarding address, telephone number and bank account details.
   - Where applicable, the return of the following items:
     - ID card, if it has been obtained by the Secretariat through the Ministry of Foreign Affairs, to be returned by the end of the contract period;
     - Any keys and badges of the offices and remote controls. The official will receive a receipt indicating that these have duly been returned. Keys and remote controls must be returned on the last official day of work in the office and prior to final leave days to be taken;
     - Laptops, IT peripherals and mobile;
     - ECS credit card;
     - Any other items belonging to (or purchased by) the Secretariat, which may still be in the possession of the official.

4. In case the official has not completed his or her formalities at the end of his or her permanent service, ninety percent of the official's Terminal Allowance, taking into account, if applicable, any payment made under Rule 19.4 (e) and the financial debts as indicated in paragraph 2 above, shall be paid at the end of his or her permanent service with the Secretariat. The remaining 10% will be paid following completion of all necessary formalities, as detailed in paragraph 3 above.
5. Quotes for removal of personal effects can be obtained either through FINAD who will ask three companies to take direct contact with the official concerned or at the official’s own preference choice. In either cases, the cheapest company will be awarded the contract.

In the event that the official does not wish to use the cheapest company, the Secretariat will reimburse the official up to a maximum of the lowest quote.

6. Upon termination of service, the official may ask the organisation to produce him or her the following items:
   - An end of service certificate confirming employment with the Secretariat and stating the official’s length of service, position and main duties performed. It would be issued by the Assistant Secretary-General;
   - A reference letter to be supplied by the immediate superior;

Any papers pertaining to the Belgian Tax Authorities for the last year of the official’s contract shall also be supplied to the official through FINAD.

7. By the last official day of work (prior to holidays that may be owing and taken at the end of the contract period), the official shall ensure that all his or her personal belongings are removed from his or her office so that the latter is cleared out and left ready for the next occupant.

All files/papers for another official and which are related to finance and administration shall be given to FINAD for filing/archiving. All other documents shall be securely destroyed by the official.
Rule 19.5

ADVANCES

An official may be granted advances on his or her emoluments up to one half of his or her total emoluments for the current month.
Rule 19.6

LOANS

(a) On good grounds, an official may be granted interest-bearing loans in an amount not exceeding three months’ emoluments. Such loans shall be repayable within a period not exceeding ten months and the rate of interest during the repayment period shall fluctuate with current money market rates.

(b) An official entitled to the installation allowance who needs financial assistance to facilitate his or her installation may obtain an interest-bearing loan in an amount not exceeding twice the amount of that allowance. Such loans shall be repayable within a period not exceeding the duration of the official’s contract and the rate of interest during the repayment period shall fluctuate with the current money markets’ rates.

(c) In exceptional circumstances loans may be granted for the purchase of real estate. Such loans shall be interest bearing and shall be repayable within a period not exceeding the remaining period of contract.

(d) Taken together, the loans made to an official under paragraphs (a), (b) and (c) shall be guaranteed by the amount of that official’s Terminal Allowance entitlement at the time of requesting the loan. This guarantee shall not, however, be required in full at the time of obtaining a loan under paragraph (b).
Rule 19.6 - LOANS

Staff Circular

In their applications for a loan under this Rule, officials are required:

(a) to confirm in writing that they have no commitments to make repayments to third parties in respect of loans, mortgages or similar contracts, or if they have such commitments to provide particulars thereof, and

(b) to undertake that they will immediately inform the Assistant Secretary General of any such commitments they intend to incur during the period of repayment of the loan.

The interest rate applicable to loans will be based on the latest European Central Bank (ECB) Euribor-1 year rate⁵ and the Euro area 10-year Government Benchmark bond yield⁶ available at the date of the application for a loan using the following formula:

\[
\text{interest rate} = 1 + \frac{a_1 + a_2}{2}
\]

Where:

\(a_1\) is the ECB Euribor-1 year rate

\(a_2\) is the Euro area 10-year Government Benchmark bond yield

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⁵ Available at http://sdw.ecb.europa.eu/quickview.do?SERIES_KEY=143.FM.M.U2.EUR_RT.MM.EURIBOR1YD_HSTA

Rule 19.7

FINANCIAL ASSISTANCE

Special financial assistance in the form of a grant or loan without interest may, subject to conditions laid down by the Secretary-General, be given to an official in financial distress arising out of an accident, serious or prolonged illness, or family difficulties. Such loans shall be repayable within a period not exceeding ten months. Grants and loans made under this rule shall not exceed the equivalent of the emoluments for three months of the official concerned unless otherwise specially decided by the Secretary-General.
Rule 19.8

ENTERTAINMENT ALLOWANCE

Officials designated by the Secretary-General shall be entitled to claim the reimbursement of expenses actually incurred for entertainment.
# Rule 19.8 - ENTERTAINMENT ALLOWANCE

## Staff Circular

*(Instruction 26 of the Financial Rules and Implementing Instructions)*

1. Supporting documents for credit card expenses and claims must be sent to Administration and Finance, accompanied by receipts and the list of the guests.

   No repayment will be made in respect of the representation solely of officials of the Secretariat, except in special cases previously authorised by the Secretary-General.

2. Where appropriate, officials who do not have a representation allowance may be required by their immediate superior to undertake official entertaining on behalf of the Secretariat. Expenditure will then be booked against that immediate superior’s representation in accordance with standard procedures.

3. The limits of the costs of official representation as indicated in Instruction 26 of the Implementing Instructions to the Financial Rules have been revised and are established as follows with effect from 1 January 2021:

<table>
<thead>
<tr>
<th></th>
<th>Reception</th>
<th>Lunch/Dinner</th>
</tr>
</thead>
<tbody>
<tr>
<td>In official's own home</td>
<td>EUR 14.49</td>
<td>EUR 45.15</td>
</tr>
<tr>
<td>In the restaurant</td>
<td>EUR 15.35</td>
<td>EUR 63.17</td>
</tr>
</tbody>
</table>
Rule 19.9

INDEMNITY FOR LOSS OF EMPLOYMENT

(a) An official shall be entitled to an indemnity for loss of employment if, after he or she has completed the period of probation provided for by Regulation 10, his or her appointment is terminated for one of the following reasons:

(i) suppression of his or her Establishment Table post;

(ii) changes in the duties of his or her Establishment Table post of such a nature that he or she no longer possesses the qualifications required for that post;

(iii) general staff cuts, including those due to a reduction in or termination of the activities of the Secretariat;

(iv) withdrawal of the Contracting Party or the Signatory of which the official is a national;

(v) transfer of the Secretariat or of any of its units to another country and the consequent transfer of the whole staff concerned;

(vi) refusal by the official, where his or her instrument of engagement does not cover the point, to be permanently transferred to a country other than that in which he or she is serving.

(b) Notwithstanding the provisions of paragraph (a), no indemnity shall be payable to an official who has been offered another post carrying emoluments comparable to that he or she was receiving from the Secretariat or who has been immediately re-integrated into Government service in his or her own country.

(c) Officials engaged for a definite period shall be entitled to an indemnity for loss of employment equal to half the product of their monthly remuneration (as defined in paragraph (d) below) multiplied by the number of months remaining up to the expiry of their engagement, provided that the indemnity payable shall in no case exceed:

- five months' remuneration in the case of an engagement for three years or less;

- eight months' remuneration in the case of an engagement for any term between three and six years;

- ten months' remuneration in the case of an engagement for more than six years.

(d) For the purpose of the indemnity, the remuneration shall consist of the basic salary including the cost of living allowance, plus the Secretariat’s contribution to the Terminal Allowance and, where appropriate, the household allowance and the dependant's allowance, at the date on which the termination of appointment takes effect.

(e) The indemnity shall be paid to the official in full on the date on which the termination of his or her appointment takes effect.
REGULATION 20

CURRENCY OF EMOLUMENTS

The salaries, allowances, and benefits due to an official by virtue of Regulation 17 and 19 shall be paid in Belgian francs or in Euro.
REGULATION 21

RECOVERY OF UNDUE PAYMENT

a) Any sum paid in error to an official shall be recovered from subsequent monthly pay. If the amount is substantial the Secretary-General may authorise recovery by instalments. However, where the Secretary-General is satisfied that the recipient could not reasonably have been expected to realise that he or she had been, or might have been overpaid and that recovery would cause hardship, he or she may authorise remission of the amount involved, subject to a limit of BEF 20,000 or 495.79 Euro. The Budget Committee may, after full consideration of the facts and if the Secretary-General so recommends, authorise remission beyond his or her limit.

b) A claim for recovery of undue payment must be brought within two years.

c) Where a sum was paid in fraud as a result of a deliberate action of the official, the sum unduly received must be reimbursed and the Secretary-General may decide to:

- Suspend all or some of the benefits to the individual concerned or to one of his or her beneficiaries and/or,

- Apply disciplinary measures as provided for in Rule 24.1.

d) All amounts paid in error and not recovered shall be written off as losses and shall be brought to the notice of the Auditors and noted in the annual accounts in accordance with the Financial Rules.
TITLE V

GENERAL CONDITIONS

REGULATION 22

WORKING CONDITIONS

a) The hours of work of the staff of the Secretariat shall be determined by the Secretary-General, who shall also decide on what conditions officials may be employed part-time.

b) When an official is required to work overtime he or she shall be entitled to compensation within the limits and according to the conditions laid down in the Staff Rules.

c) The Secretary-General may, as their normal working hours, require officials to do night work. An official doing night work shall be entitled to an allowance.

d) The public holidays to which an official shall be entitled shall be determined in accordance with Belgian Government practice.

e) An official shall be entitled to paid annual leave at the rate of two and a half working days for each month of service completed.

f) Officials who are entitled to the expatriation allowance shall be entitled to eight days supplementary leave after the first two years of service, and to four days each year thereafter, for the purpose of visiting their homes. Travel expenses in respect of home leave shall be reimbursed to the officials concerned once every two years.

g) Officials shall be entitled to paid sick leave as prescribed in the Staff Rules.

h) The Secretary-General may grant to an official called to serve in the national armed forces of a Contracting Party or a Signatory, unpaid military service leave at the rate of 15 days for each year of service.

i) The Secretary-General shall provide for paid maternity leave in accordance with Belgian practice.

j) The Secretary-General may grant special paid leave, up to a maximum of eight days in any one year.

k) The Secretary-General may grant unpaid leave for urgent or private reasons.
The list of public holidays and other Secretariat closing days, which will be observed by the Secretariat in 2022, are as follows:

Monday 3rd January  
New Year – compensation day

Friday 15th April  
Good Friday

Monday 18th April  
Easter Monday

Monday 2nd May  
Labour Day – compensation day

Thursday 26th May  
Ascension

Friday 27th May  
Ascension – additional day

Monday 6th June  
Whit Monday

Thursday 21st July  
Belgian National Day

Monday 15th August  
Assumption

Tuesday 1st November  
All Saints’ Day

Friday 23rd – Friday 30th December  
Christmas and New Year

**TOTAL 2022:** 16 DAYS
Rule 22.1

WORKING HOURS

The normal working week shall be 38 hours and 20 minutes, and the normal working hours shall be 7 hours and 40 minutes a day from Monday to Friday.
Rule 22.1 - WORKING HOURS

Staff Circular

The normal Secretariat opening hours will be 8 a.m. to 6 p.m. from Monday to Friday.

Staff members can decide upon consultation with his or her immediate supervisor, and within this timeframe, their time of arrival and departure on normal working days providing that they work 7h and 40 minutes for a full day of work. Where the exigencies of the Service so require (e.g. official meetings), officials may be required to work overtime or to attend at different hours. External meetings, relating to the duties of official work and which take place outside the office, will also count as part of regular working hours as far as confirmed by Management and Coordination Meeting (MCM) or by the Secretary-General. The Secretary-General may, after consulting the Staff Committee, determine suitable working hours for certain groups of officials who perform particular tasks.
Rule 22.2

OVERTIME

(a) Hours worked at the Secretariat in excess of normal hours, or on a Saturday, Sunday or official Secretariat closing day, shall be considered as overtime provided that such overtime has been authorised prior to the fulfilment by the immediate superior concerned. Such authorisation shall not be given for more than 13 hours a month or, in exceptional cases, for more than 30 hours a month.

(b) Overtime worked by A-grade officials shall carry no right to compensatory leave or compensatory payment. However, compensatory leave may be granted to officials of this grade if they are required to work when a meeting is scheduled on a Secretariat closing day.

(c) (i) For each hour of overtime, B and C grade officials shall be entitled to one hour off as compensatory leave. If the hour of overtime is worked between 10 p.m. and 7 a.m. or on a Secretariat closing day, the entitlement to compensatory leave shall be one hour and a half. In the granting of compensatory leave, account shall be taken of the requirements of the service and the preference of the official concerned.

(ii) Where the requirements of the service do not permit compensatory leave during three months following that during which the overtime was worked, remuneration at the rate of 0.80% of the monthly basic salary shall be paid for each uncompensated hour.

(iii) To qualify for compensatory leave, the extra time worked must have been more than one hour.
Rule 22.3

ANNUAL LEAVE

(a) Authorisation to take annual leave shall be given by the immediate superior of the official concerned.

(b) The entitlement of officials to annual leave in respect of the calendar year shall be calculated on their appointment and thereafter at the beginning of each year.

(c) An official may not take annual leave in the three months immediately following his or her appointment without special authorisation from the Secretary-General. Annual leave shall normally be taken in the year for which it is due. If, for good reasons, an official is unable to take the whole of the annual leave due to him or her during the calendar year, he or she may be authorised by the Secretary-General, to carry forward into the following year up to 30 days of his or her outstanding leave entitlement.

(d) An official who has not taken the whole of the leave due to him or her when his or her appointment ends, shall receive, in lieu thereof, his or her emoluments as defined in Rule 13.1 (e). An official who has taken leave in advance and in excess of that due to him or her when his or her appointment ends shall repay the emoluments paid for the corresponding period.

(e) If, during a period of annual leave, an official is incapacitated, this period of incapacity shall, subject to production of a medical certificate, be deemed to be sick leave and shall not be deducted from his or her annual leave. If the official has exhausted his or her sick leave rights, he or she shall be placed on non-active status in accordance with Regulation 16.
Rule 22.3 - ANNUAL LEAVE

Staff Circular

1. Annual leave is to be approved by the immediate superior on the attached form and submitted to Administration and Finance who will authorise the leave and communicate the balance of leave days remaining to the official.

2. Where an official has not taken all his or her annual leave, the balance, up to a maximum of 30 days, shall be carried over to the following year and should be used by 31st July of that year.

3. Officials should, as a rule, try to exhaust remaining holidays before the end of their contract. Where, under exceptional circumstances in the professional interest of the Secretariat, an official has been unable to exhaust his/her leave days, he/she shall, at the end of his/her contract, receive payment for untaken holidays up to a maximum of 30 days.
Rule 22.4

HOME LEAVE

(a) The first period of home leave (eight days) shall accrue in respect of the first completed period of 24 months’ service. Subject to the exigencies of work, it may be taken at any time not earlier than eight months before and not later than twelve months after the date on which it accrues. Further periods of home leave (four days) shall accrue for each subsequent period of twelve months’ service. Subject to the exigencies of work, they may be taken at any time not earlier than eight months before and not later than eight months after the date on which they accrue. The fact that the date of home leave is advanced or retarded shall not affect the date on which the next ensuing period of home leave accrues.

(b) No home leave shall be granted within a period of four months before the date when the appointment of an official is due to end. Where officials have taken home leave in advance and their appointment terminates by resignation before the date at which home leave accrues they shall repay a sum corresponding to their emoluments for the number of days taken and the amount reimbursed in respect of travel.

(c) Officials may be required to take home leave in conjunction with travel on mission, due regard being paid to the interest of the officials and their families.

(d) For the purposes of Regulation 22 f), the home of an official shall be that place with which he or she has the strongest ties outside Belgium. The Secretary-General shall determine this place having regard to the place of residence of the official’s family, to the place of his or her up-bringing and to any place where he or she may possess property. In case of doubt, the Secretary-General may decide, at the request of the official concerned, that he or she shall take his or her home leave in the capital of the State of which he or she is a national.

(e) Where the time taken by an official to travel from Brussels to his or her home, and back again, by a direct route and means approved by the Secretary-General, exceeds twelve hours, it shall not be included in the number of days of home leave granted.

(f) Reimbursement of expenses incurred in travelling on home leave shall be made according to the provisions of Rule 18.2. Notwithstanding the provisions of paragraph (a) above, entitlement to home leave travel reimbursement falls due only every two years.

(g) Where officials receive the household allowance, return travel expenses shall also be borne by the Secretariat in respect of the persons specified in Rule 18.2 (b), whether or not travelling in company with the officials provided that they travel within the time limits set in paragraph (a) above and that the officials themselves take their home leave within those time limits. Where officials fail to take a period of home leave within the time limits they shall repay any travel expenses borne by the Secretariat in respect of a member or members of their household for such leave.

(h) If, during home leave, an official is incapacitated, this period of incapacity shall, subject to production of a medical certificate, be deemed to be sick leave and shall not be deducted from his or her home leave. If the official has exhausted his or her sick leave rights, he or she shall be placed on non-active status in accordance with Regulation 16.
Rule 22.4 - HOME LEAVE

Staff Circular

1. Home leave is to be approved by the immediate superior on the form applicable for annual leave and submitted to Administration and Finance for authorisation.

2. Home leave may be added to annual leave. It may also be taken in two periods in which case the travel time will be taken into account only once and only one set of travel expenses will be borne by the Secretariat.

3. Officials may choose to travel by private vehicle. In such cases they will receive compensation equivalent to the most economical return airfare for the journey.

4. With respect to Rule 22.4 (e), travel time, which exceeds the direct and most economical route, shall not be taken into account. Any additional days taken to cover travel time linked to home leave will be deducted from annual leave.
Rule 22.5

SICK LEAVE

(a) Any official who is unable, owing to sickness or accident, to attend his or her duties is required to notify his/her immediate superior as soon as practically possible. The immediate superior shall immediately inform Administration and Finance. Where the absence of an official, owing to sickness or accident, exceeds one day without a medical certificate, the official shall be reasonably available to answer phone calls and e-mails regarding urgent issues. An absence of more than four days, including any intervening days when the Secretariat’s offices are closed, must be covered by a medical certificate, to be sent to the Secretary-General not later than the third day. The certificate should state the probable term of absence from duty; and in the case of a prolonged absence further certificates may be required from time to time if this term is extended. Absences in excess of twelve days in any calendar year unsupported by medical certificates, will be counted against annual leave or, if the official concerned has already exhausted his or her annual leave, will entail a deduction from his or her emoluments.

(b) Subject to these provisions and the limitation of sick leave covered by medical certificates to the periods specified therein, sick leave may be granted with full emoluments provided that any continued period of absence does not exceed four months and provided also that there is a reasonable prospect of recovery and return to full duties and that a total absence of more than nine months in any continuous period of two years has not been exceeded. Absence beyond these limits may result in the official’s appointment being terminated, but in the case of illness, which in the opinion of the Secretary-General is of long duration or of temporary incapacity resulting from an accident the Secretary-General may grant further periods of sick leave on half emoluments up to six months.
Rule 22.6

COMPULSORY LEAVE FOR HEALTH REASONS

(a) Serving officials may be required to undergo a medical examination by a doctor designated by the Secretary-General and may be required to take sick leave in the interest of their health.

(b) In a case of an outbreak of an infectious disease at the home of an official, he or she shall report it immediately and shall produce a medical certificate stating the nature of the disease and the date on which it was established. The official concerned is then forbidden to attend the office for as long as may be deemed necessary but while absent, he or she shall remain on duty and be required to hold himself at the disposal of the Secretary-General. This period may be counted as worked if the official fulfils the work duties. If the official can not fulfil the work duties, the period would be counted as a sick leave.
Rule 22.7

MILITARY SERVICE LEAVE

An official called up or recalled for service in the armed forces shall immediately inform the Secretary-General who shall take all necessary steps, in consultation with the immediate superior of the official concerned and the Assistant Secretary-General, to provide for military service leave.

If the official is unable to resume duty at the end of this leave, he or she shall be placed on non-active status in accordance with Regulation 16.
Rules 22.7 to 22.11 - OTHER LEAVE

Staff Circular

Applications must be submitted on the form attached to the Staff Circular to Rule 22.3, approved by the immediate superior and submitted to Administration and Finance.
Rule 22.8

MATERNITY OR PATERNITY LEAVE

(a) An expectant mother shall be entitled, on the basis of a medical certificate stating the probable date of confinement, to maternity leave on full pay beginning not more than six weeks before the date indicated in the certificate and ending ten weeks after the date of the confinement.

(b) Any medically authorised extension of the foregoing maternity leave shall be regarded as sick leave under the provisions of Regulation 22 g).

(c) Following the birth of his child or children, an official who is a new father shall be entitled to paternity leave of 10 working days. This leave must be taken within 4 months after the birth or it will be lost.
Rule 22.8 - MATERNITY LEAVE

Staff Circular

1. Maternity leave is granted for a period of 16 weeks divided, in principle, as follows: six weeks before the expected date of confinement and ten weeks after the birth.

2. Expectant mothers may, however, opt for different arrangements.

   For example, if their health permits, they may take two weeks before the expected date of confinement and 14 weeks afterwards, or continue working up to the time of confinement and take their full 16 weeks of maternity leave after the birth.

3. However, if during the six weeks prior to the expected date of confinement the official’s doctor feels that the official should stop working, for reasons connected with her pregnancy, then that leave will be deducted from her maternity leave. This does not apply in cases where the official is absent for a short period of time for reasons of sickness unrelated to her pregnancy (e.g. influenza) and covered by a medical certificate.
Rule 22.9

ADOPTION LEAVE

An official with whom a child is placed for adoption shall be entitled to ten weeks leave on full pay starting from the date of the child’s arrival in his or her home. This leave shall normally be granted where the child is less than six years of age. The Secretary-General may allow exceptions to this Rule upon written request stating the circumstances, which warrant the exception.
Rule 22.10

SPECIAL PAID LEAVE

(a) The Secretary-General may grant special paid leave subject to an overall limit of eight days in any one year.

(b) An official who has served with the Secretariat for 20 or 30 years shall be entitled to a special paid leave of 3 or 5 days respectively per annum.

(c) In the following cases special leave in terms of working days shall be granted as follows:

1. marriage of the official: four days;
2. change of residence of the official: up to two days;
3. serious illness of spouse: up to three days;
4. death of spouse: four days;
5. serious illness of a relative in the ascending line: two days;
6. death of a relative in the ascending line: two days;
7. birth or marriage of a child: two days;
8. serious illness of a child: up to two days;
9. death of a child: four days;
10. death of another immediate relative (e.g. grandchild, brother, sister): two days;
11. serious illness of parents-in-law: two days;
12. death of parents-in-law: two days;
13. death of any other person related by blood or marriage: one day;
14. voting in national elections or referenda in the country of origin when required by law: determined by the Secretary-General in each case;
15. court appearances: necessary periods fixed by the Secretary-General in each case.

(d) Special leave shall be supplemented, where applicable, by necessary travel time.

(e) If the reason of special paid leave is foreseeable, the official shall submit the request to the Secretary-General no later than two weeks before the anticipated commencement of the leave.
Rule 22.10 (c)(8), 22.10, 22.11 and 23.1 - SPECIAL CASES OF LEAVE

Staff Circular

1. Special leave with regard to a sick child shall be decided on a case-by-case basis. In the case of serious illness of a child up to the age of 12 and on production of (a) a medical certificate stating that the sick child cannot be placed in child care or attend school and (b) a statement indicating that no other person is available to look after the child, special leave of up to two days per child may be granted (not exceeding the maximum annual amount of eight special days leave, as covered by all cases listed under Rule 22.10).

2. Requests for Special Paid Leave under Rule 22.10, for Unpaid Leave under Rule 22.11 and Leave for Training under Rule 23.1, must be submitted in writing to Administration and Finance, through the immediate superior for decision by the Secretary-General.

3. Requests for Special Paid Leave under Rule 22.10 (c) (15) shall be granted for cases where the court appearance is a matter of civic obligation (e.g. jury service). No Special Paid Leave shall be granted for court appearances of a personal nature.
Rule 22.11

UNPAID LEAVE

(a) Unpaid leave not exceeding two months may be granted by the Secretary-General after consultation with the immediate superior of the official concerned and the Assistant Secretary-General, for advanced study or research deemed to be in the interest of the Secretariat, or for exceptional or urgent reasons not falling within the provisions of the Staff Regulations or Staff Rules.

(b) An official may be required to exhaust his or her accrued annual leave before being placed on unpaid leave.

(c) Periods of unpaid leave shall not affect the accrual of service credits toward annual, sick or home leave or advancement. Such periods shall not affect entitlements to benefits in case of sickness, accident, disablement or death, unless the official obtains such benefits from another source. However, periods of unpaid leave shall not be taken into account in determining entitlement to Terminal Allowance under Rule 19.4.
Rule 22.12

WORKING PART TIME

(a) An official may, at his or her request and providing the reasons for it, be authorised by the Secretary-General to work part-time provided that such arrangement is compatible with the exigencies of the service and the needs of the Secretariat. An official authorised to work part-time shall in each month work at least half the normal working time.

(b) The authorisation may be initially granted for a maximum period of one year. The authorisation may, however, be renewed on the same conditions. Applications for renewal shall be made by the official concerned at least one month before expiry of the period for which the authorisation was granted. The total period of part-time work shall not exceed six years throughout the whole of the official’s career, except where authorisation is granted for reasons of the official’s own health.

(c) If the reasons for which the authorisation was granted no longer apply, the Secretary-General may withdraw the authorisation before expiry of the period for which it was granted, giving one month’s notice. The Secretary-General may, likewise, on application by the official concerned, withdraw the authorisation before expiry of the period for which it was granted.

(d) An official shall be entitled, during the period for which he or she is authorised to work part-time, to a salary proportionate to the working time authorised. He or she shall receive the following allowances and benefits in the same proportion in case he or she is entitled to them:

(i) The payment of a capital sum in the event of death or total permanent invalidity, calculated on the basis of the emoluments the official would receive had he been working full-time at the same grade and step

(ii) The reimbursement of travel and removal expenses incurred in the service of the Organisation

(iii) Expatriation allowance. In relation to Rule 17.7, the period of ten years of service refers to natural years from the date the official was first appointed, even if the official has been working part-time during some periods.

(iv) The only exception being that he or she shall, however, continue to receive in full any dependant’s allowances, grant for the birth or adoption of a child, education allowances, allowances for a handicapped child and health care expenses in the event of sickness, maternity, work accident or occupational disease, to which he or she is entitled.

During that period he or she may only engage in any other gainful employment if expressly authorised by the Secretary-General. Contributions to the Terminal Allowance and to medical insurance shall be calculated by reference to his or her salary, taking into account the ratio of the official’s part-time working hours to the normal working hours.

(e) The entitlement of an official working part-time to annual leave, home leave and exceptional paid leave shall be calculated on the basis of the ratio of the official’s part-time working hours to the normal working hours. Portions of days shall be disregarded.
(f) The Secretary-General may also, depending on the requirements of the service, recruit part-time officials. In such case, previous paragraphs (d) and (e) apply to such official recruited part-time.
Rule 22.13

TELEWORKING

(a) Teleworking is a method of performing duties outside the premises of the Energy Charter Secretariat, with the help of information and communication technologies. Performing duties whilst on mission is not considered to be teleworking.

(b) Officials may work from an alternative work site, provided they have access to the necessary equipment and may always be reached by telephone or e-mail. The Regulations and Rules shall remain applicable in their entirety to officials authorised to telework. The following provisions shall in addition apply to teleworking.

(c) An official wishing to telework shall make in writing a request to his or her supervisor, specifying the duration of telework desired as well as the place in which it would be performed.

(d) Under special circumstances authorisation shall be granted by the immediate supervisor under his or her discretion for a maximum of consecutive two days and for not more than five days in any calendar year. If authorisation is not granted, the official can bring the request to the attention of the Secretary-General for his or her decision. Any such request for teleworking should be sent before 8 am of the day for which teleworking is requested.

(e) The following conditions apply in case of a request to telework for more than two consecutive days

(i) When examining any request, account shall be taken of the compatibility of teleworking with:
   - the nature of the official’s duties, the performance of those duties and the achievement of the official’s assigned annual objectives;
   - organisational and efficiency-related requirements of the service concerned.

(ii) Authorisation shall be given by the Secretary-General, on the recommendation of the supervisor of the official and after consultation under Rule 25.1. The decision of the Secretary-General on teleworking shall be justified.

(iii) Authorisation shall be formalised by the signature of an agreement with the official concerned. This agreement shall stipulate:
   - the official’s teleworking location;
   - the days worked on the premises of the Energy Charter Secretariat;
   - the teleworking hours;
   - where appropriate, the equipment made available to the official by the Organisation;
   - the date the agreement takes effect and the date on which it terminates.
A probationary period is established from the date of the signature of the agreement. This probationary period shall be of a duration of two weeks where the teleworking duration under the agreement is two months. The duration of this period is one month where the teleworking duration under the agreement exceeds two months. At the end of the probationary period, the teleworking agreement will be confirmed or terminated in accordance with the provisions of sub-paragraph (vi) below.

On expiry, the teleworking agreement may be renewed by the Secretary-General, at the official’s request and upon the recommendation of the official’s supervisor. When considering this request, the Secretary-General shall verify that the conditions referred to in paragraph (c), above, continue to be met and that the official’s performance is not unsatisfactory or has not been affected as a result of teleworking.

A teleworking agreement may be terminated at any time:

- by the Secretary-General, if:
  - the conditions referred to in paragraph (c), above, are no longer met, in particular in the event of a change in the official’s assignment or duties;
  - the official’s performance is unsatisfactory or affected as a result of teleworking;
- by the official concerned, due to imperative and exceptional circumstances acknowledged as such by the Secretary-General.

The termination of a teleworking agreement is subject to a notice period of two weeks when the teleworking duration under the agreement does not exceed two months and to a notice period of one month when the teleworking duration under the agreement is more than two months. The termination shall be notified by the Secretary-General to the official concerned and to his or her supervisor.
The Secretary-General shall facilitate such further training and instruction for officials as is compatible with the proper functioning of the service and is in accordance with the interest of the Secretariat and the officials. Such training and instruction shall be taken into account for the purposes of promoting their careers.
This policy applies to training requests from officials of the Secretariat (both establishment table and temporary officials) for promoting their careers. It does not apply to cases where Senior Management identifies a particular need for the effective work of the Secretariat and requests an official to pursue a particular training in order to cover such identified gap.

1. **Identifying development needs**
   The training should have one or both of the following justifications.
   
   - Training or development assignment mentioned in the PAR
   - The skills and/or knowledge to be gained from the training should be relevant to his/her tasks at the Secretariat, so that the development also benefits the work of the Secretariat.

2. **Procedures**
   
   Submit a request form to the immediate supervisor for approval together with the following supporting documents.
   
   - Details of the training programme
   - Detailed cost breakdown
   
   The form approved by the immediate supervisor should be submitted to SG. SG has discretion to take a decision in the interests of the Secretariat.

   The Official is expected to use his/her annual leave for the training and only if necessary SG will consider whether to grant special leave for training (Staff Rule 23.1). Special leave for training will not be granted at least in 2018 due to constraints in human resource of the Secretariat.

   After the training, the official should submit a proof of completion such as a certificate.

3. **Financial Assistance**
   
   The Secretariat will cover 80% of the total costs for the training up to a maximum of 1000 Euro per year per entitled official. Training costs include expenses for tuition, travel, meals and accommodation. There is no possibility to increase such annual limit even if an official has not requested financial assistance for trainings in previous years. Even if the training is recommended in the PAR by the immediate supervisor, the cost will be reimbursed only up to 80% with the limit of 1,000 euro (i.e. 1,000 euro is the maximum reimbursable amount if training costs are 1,250 euro or more).

   4. Time spent on training is not regarded as a mission unless the Secretariat (Senior Management) specifically requests an official to take part in the training.
Rule 23.1

LEAVE FOR TRAINING

Officials may, upon request, be granted up to ten days special leave per year for further training and/or examinations. In granting such leave, which may be with or without pay, due account shall be taken of the requirements of the service.
REGULATION 24

DISCIPLINE

Any failure by an official or former official to comply with his or her obligations under these Staff Regulations and Staff Rules, whether intentional or through negligence on his or her part shall make him or her liable to disciplinary action.
Rule 24.1

DISCIPLINARY MEASURES

(a) Disciplinary measures shall take one of the following forms:

(i) written warning;

(ii) written reprimand;

(iii) deferment of advancement to a higher step;

(iv) relegation in step;

(v) downgrading;

(vi) dismissal, accompanied, in duly justified circumstances, by forfeiture of part or all of the contractual period of notice.

(b) Officials may be required to reimburse, either in part or in full, any loss sustained by the Secretariat through their gross negligence or wilful act.

(c) A single offence shall not give rise to more than one disciplinary measure.

(d) Disciplinary proceedings under sub-paragraphs (a) (iii) to (vi) shall be initiated by the Secretary-General, should the case arise on a report made by the immediate superior of the official concerned and where the report is supported by Administration and Finance. The Secretary-General shall appoint the General Counsel to provide him or her with a report on the matter.

(e) The proceedings in disciplinary matters shall be recorded in writing. No disciplinary measure may be decided unless the official concerned has been informed of the charges made against him or her and has had the opportunity to state his or her case. The official shall be entitled to be assisted by a person of his or her choice in his or her defence and to see all written material relating to the charge.

(f) Unless the Secretary-General acting on a recommendation of the General Counsel decides otherwise, costs incurred by an official in the course of disciplinary proceedings, in particular fees payable to a person chosen for his or her defence from outside the Secretariat, shall be borne by the official where the disciplinary proceedings result in any disciplinary measure being taken.

(g) Where there are new facts, which are supported by relevant evidence disciplinary proceedings may be reopened by the Secretary-General on his or her own initiative, or on application by the official concerned.
Rule 24.2

SUSPENSION

(a) If an allegation of serious misconduct is made against an official and if the misconduct alleged is of its nature incompatible with his or her continuing in service, whether the misconduct amounts to failure to carry out his or her official duties or to a breach of law, the Secretary-General may decide to suspend him or her forthwith.

(b) The decision suspending the official shall specify whether he or she is to continue to receive his or her remuneration during the period of suspension or what part thereof is to be withheld; the part withheld shall not be more than half the official's basic salary.

(c) A final decision shall be given within four months from the date of suspension. If no decision has been given by the end of this period, the official shall again receive his or her full remuneration.

(d) If no disciplinary action has been taken in respect of an official, or no measure other than a written warning, reprimand or deferment of advancement to a higher step has been taken, or if no final decision has been given within the period specified in paragraph (c), the suspension shall be lifted and the official shall be entitled to reimbursement of the amount of remuneration withheld.

(e) If, however, the official is subject to criminal proceedings for the conduct giving rise to his or her suspension, a final decision in his or her case shall be taken only after a verdict of the court hearing the case has become final.
Rule 24.3

REFERENCE IN PERSONAL FILE

(a) An official against whom a disciplinary measure other than dismissal has been taken may, after three years in the case of a written warning or reprimand or after six years in the case of any other measure, submit a request for the deletion from his or her personal file of all reference to such measure.

(b) The Secretary-General shall decide whether to grant the request; if the Secretary-General decides to do so, the file as constituted following such deletion shall be communicated to the official.
REGULATION 25

DISPUTES

a) The Secretary-General shall establish an Advisory Board comprising a Chairman from outside the Secretariat (initially the Chairman of the Conference), and four other members, two of whom shall be nominated by the staff of the Secretariat. The term of office of the Chairman shall be three years; it may be renewed. The Chairman shall be entitled to reimbursement of his or her travel expenses for attending meetings of the Advisory Board as well as a subsistence allowance (as provided in Rule 18.2.4) for any day or part of a day in which he or she has a meeting of the Advisory Board or has worked on a request received by the Advisory Board (up to a maximum of 5 days per each official). The members of the Advisory Board shall be completely independent and impartial in the exercise of their duties; they shall not receive any instructions nor be subject to any constraint. This Board shall advise the Secretary-General, at the request of the official concerned:

i) on any individual dispute arising from a decision of the Secretary-General and which an official, former official or the duly qualified claimants to their rights consider inequitable to themselves or contrary to the terms of the appointment or to the provisions of these Staff Regulations or of applicable Staff Rules or applicable Staff Circulars;

ii) when the official considers that an administrative decision on job classification is inequitable to him or her or contrary to the provisions of these Staff Regulations or of applicable Staff Rules;

iii) when the official considers that he or she is exposed to harassment, as defined in Regulation 25-bis b)(i), by another member of the Secretariat, and has already made a communication required by Regulation 25-bis c).

b) The Secretary-General shall establish, as the need arises and in accordance with the standards and practices of international organisations, administrative judicial arrangements for the resolution of individual disputes arising from a decision of the Secretary-General, which he or she has taken on his or her own authority or in application of a decision of the Conference and which officials, former officials or the duly qualified claimants to their rights consider as prejudicial to themselves, including as elements of such arrangements:

- the jurisdiction to resolve, with due regard to vested rights, all questions regarding the interpretation and application of these Staff Regulations or of any applicable Staff Rules and of the terms of appointment;

- the power to annul such decisions of the Secretary-General as are contrary to the terms of appointment of the official concerned or the provisions of these Staff Regulations or to any applicable Staff Rules; and

- the power to order the Secretariat or the Conference to redress any damage resulting from any irregularity committed by the Secretary-General.
Rule 25.1

CONSULTATION ON PERSONNEL ISSUES

The Secretary-General shall consult with Senior Management officers (the Deputy Secretary-General, the Assistant Secretary-General and the General Counsel) before personnel decisions are taken in accordance with Staff Regulations and Staff Rules, in particular regarding appointments, probation, promotion, advancement, disciplinary actions, termination of employment.

Conclusions shall be recorded in writing.
Rule 25.2

THE ADVISORY BOARD

(a) The Advisory Board shall meet:

   (i) within no more than ten days of receipt of a properly documented written request from the Secretary-General for consultation in respect of decisions under Regulations 10 b), 12 a) or 13 a);

   (ii) within no more than 30 days of receipt of a properly documented written request from an official for its advice in respect of disputes referred to in Regulation 25 a) (i) and (ii).

   (iii) within no more than ten days of a properly documented written request if the Advisory Board is seized by a complaint of harassment in accordance with Regulation 25-bis d)

(b) Before advice is requested in accordance with sub-paragraph (a) (ii) above, the official concerned shall address the Secretary-General in writing within ten days following notification of the disputed decision, requesting that it be modified or withdrawn.

Where the Secretary-General rejects a request or fails to reply within ten days of its receipt, the official concerned shall submit a written request to the Advisory Board for advice.

The request should be submitted to the Advisory Board for advice not later than forty days from the notification of the impugned decision.

Nevertheless, in exceptional cases and for duly justified reasons, requests lodged after the time allowed may be admitted.

(c) The composition of the Board shall be made known to all officials.

(d) The Advisory Board shall act with the maximum of dispatch consistent with a fair review of the issue before it. Normally, proceedings before the Board shall be limited to the original written presentation of the case, together with brief statements and rebuttals. The Board may also call for any additional document or information relevant to the decision and may require any official to furnish evidence orally or in writing.

(e) The official concerned shall have the right to present his or her case to the Board orally and in writing and may be assisted in this by any Secretariat official or by an external counsellor.

(f) The members of the Advisory Board shall be bound to secrecy.

(g) Persons who have attended a meeting of the Board or have been called before it as a witness shall be bound to total secrecy in respect of any facts brought to their knowledge and any opinions expressed.

(h) The official concerned shall be informed of any document or new factor produced during the Board’s investigation.
Rule 25.2 - ADVISORY BOARD COMPOSITION

Staff Circular

The members of the Advisory Board as of 13 November 2020 are as follows:

Chairman: Mr Bert Roukens

Members: 1. Mr Ruslan Galkanov
          Mr Yuriy Pochtovyk
          } proposed by the Staff Committee on behalf of the staff

          2. Ms Iryna De Meyer
              Mr Edward Safaryan
              } appointed by the SG
Rule 25.3

PROCEDURE AND RECOMMENDATIONS

(a) The Advisory Board shall adopt and submit to the Secretary-General a report containing a record of its proceedings and a summary of the matter and its advice.

(b) In cases relating to consultation in respect of Regulation 10 b) the Board shall give its advice to the Secretary-General no later than ten days after his or her request to the Board Chairman. In case of a complaint in accordance to Regulation 25-bis d) the Board shall give its advice no later than ten days after receiving the reply from the respondent. In all other cases the Board shall give its advice no later than 30 days after the Chairman receiving the request for consultation or advice.

(c) The final decision in the matter, which shall be taken by the Secretary-General within 60 days after the Board has transmitted its report to him or her, shall be notified to the official concerned, who shall at the same time be sent a copy of the Board’s advice.

(d) In cases of consultation in respect of Regulation 10 b) or in case of a complaint in accordance to Regulation 25-bis d) where all members of the Advisory Board cannot be present at the meeting referred to in Rule 25.2 (a), the Board shall comprise the Chairman, one member appointed by the Secretary-General and one member nominated by the staff of the Secretariat.
Rule 25.4

APPEALS TO THE ADMINISTRATIVE TRIBUNAL OF THE INTERNATIONAL LABOUR ORGANISATION

(a) Once the internal means of appeal have been exhausted, officials or, where applicable, any other persons designated in Article II (6) of the Statute of the ILO Administrative Tribunal, may appeal to the Tribunal against an administrative decision which they consider as an injury to them, alleging non-observance, in substance or in form, of the terms of appointment, the Staff Regulations or Staff Rules.

(b) In accordance with the provisions of Article VII (2) of the Statute of the ILO Administrative Tribunal, the decision impugned must be a final decision of the Secretary-General, and the appeal must be filed within 90 days after the appellant was notified of that decision.
Rule 25.4 - APPEALS TO THE ADMINISTRATIVE TRIBUNAL OF
THE INTERNATIONAL LABOUR ORGANISATION

Staff Circular

The ILO has agreed that the Secretariat has access to the ILO Administrative Tribunal with effect from April 24th 1998.
REGULATION 25-bis

HARRASMENT CLAIMS

a) Any official shall not conduct any harassment.

b) i) Harassment is defined as any deliberate conduct, in the workplace or in connection with the work of the Secretariat, which is reasonably perceived as offensive or unwelcome by the subject person and has the purpose or effect of: an affront to the identity, dignity, personality or integrity of the subject person; or the creation of an intimidating, hostile, humiliating or offensive work environment.

ii) Harassment may take the form of sexual harassment but is not limited to it. Sexual harassment may occur between officials of the same sex as well as different sexes.

c) When an official believes that he or she is exposed to harassment, he or she shall clearly communicate it, directly or through a third party, to the other party (i.e. the alleged harasser).

d) When the alleged harassment continues after the communication described in paragraph c), the official who believes that he or she is exposed to harassment may refer the matter to any of the following proceedings:

i) an informal counselling;

ii) mediation; or

iii) a complaint to the Advisory Board.

It is not required, but strongly recommended, that an official refers to at least one of the proceedings mentioned in subparagraphs (i) and (ii) before submitting a complaint to the Advisory Board.

e) Any referral to proceedings listed in paragraph d) shall be made within six months of the occurrence of the alleged harassment. If the subject matter is a series of actions, these six months shall start from the occurrence of the latest action.

f) Any official shall act in good faith when referring the matter of alleged harassment to any of the proceedings listed in paragraph d). Any proven false or malicious accusation of harassment may be subject to disciplinary measures.
Rule 25-bis.1

INFORMAL COUNSELLING

(a) When an official refers the matter of alleged harassment to the proceedings of informal counselling in accordance with Regulation 25-bis d)(i), the complaining official may ask any one of the following officials to act as the informal counsellor:

(i) The Assistant Secretary-General;

(ii) Any member of the Staff Committee; and

(iii) Any other official of his or her choice.

The officials listed in subparagraphs (i) and (ii) shall accept this request and act as the informal counsellor. Other officials may refuse such request, but they are encouraged to accept it and act as the informal counsellor.

(b) The informal counsellor shall discuss with the complaining official about the conduct(s) which may constitute harassment. The informal counsellor shall not take any action, including the contacts described in paragraph (c), without a prior agreement by the complaining official.

(c) The informal counsellor may contact the other party or third parties to collect information or to discuss a solution which is mutually agreeable to the complaining official and the other party.

(d) The informal counsellor shall:

(i) Listen to the complaining official (and the other party as well as any third party, if applicable) carefully, and remain objective and impartial;

(ii) Endeavour to compose a resolution within three months of the complaining official’s request for informal counselling; and

(iii) Keep the confidentiality of any information which he or she comes to know in the course of acting as the informal counsellor.

(e) The complaining official may at any time cancel the proceedings of informal counselling. He or she may refer the matter which was the subject of informal counselling to mediation or to the Advisory Board, provided that such referral is made within the timeframe specified in Regulation 25-bis e). If a request for mediation or a complaint to the Advisory Board is submitted without a prior cancellation of the informal counselling, the ongoing informal counselling shall be deemed cancelled as of the time of such submission.

(f) There shall be no official report on the informal counselling. However, when the complaining official and the other party have reached agreement on a solution, the informal counsellor shall prepare a document to record such agreement and give a copy to each party.
Rule 25-bis.2

MEDIATION

(a) When an official refers the matter of alleged harassment to the proceedings of mediation in accordance with Regulation 25-bis d)(ii), the complaining official may ask any one of the following officials to act as the mediator:

(i) The Assistant Secretary-General;

(ii) Any member of the Staff Committee; and

(iii) Any other official of his or her choice.

The officials listed in subparagraphs (i) and (ii) shall accept this request and act as the mediator. Other officials may refuse such request, but they are encouraged to accept it and act as the mediator.

(b) The mediator shall discuss with the complaining official and the other party about the conduct(s) which may constitute harassment and about a mutually agreeable solution.

(c) The mediator may discuss with the two parties separately; in this case, the mediator shall not disclose the information which one party disclosed to him or her to the other party or third parties without a prior agreement by the disclosing party.

(d) When the complaining official agrees, the mediator may convene a meeting or meetings involving himself or herself, the complaining official, and the other party.

(e) The mediator may invite third parties to the meetings described in paragraph (d) with a prior agreement by both the complaining official and the other party.

(f) The mediator shall:

(i) Listen to the two parties (and any third party, if applicable) carefully, moderate the discussion at the meetings described in paragraph (d) properly, and remain objective and impartial;

(ii) Assist the two parties to reach agreement on a resolution and endeavour to obtain such agreement within three months of the complaining official’s request for mediation; and

(iii) Keep the confidentiality of any information which he or she comes to know in the course of acting as the mediator.

(g) The mediator shall not have any authority to impose on the two parties any resolution or compromise.

(h) The complaining official may at any time cancel the proceedings of mediation. He or she may refer the matter which was the subject of mediation to the Advisory Board, provided that such referral is made within the timeframe specified in Regulation 25-bis e). If a complaint to the Advisory Board is submitted without a prior cancellation of the mediation, the ongoing mediation shall be deemed cancelled as of the time of such submission.
(i) There shall be no official report on the mediation. However, when the complaining official and the other party have reached agreement on a solution, the mediator shall prepare a document to record such agreement and give a copy to each party.
Rule 25-bis.3

COMPLAINT TO THE ADVISORY BOARD

(a) Contrary to the informal and mediation procedure, the advisory board is able to record facts and to apply penalties. Any person who feels victim of harassment is entitled to initiate a formal procedure, either immediately, without first going through the informal procedure, or in the course of or at the end of the informal procedure.

(b) Any person who feels they are the victim of sexual harassment must provide all details which might support their allegations to the Advisory Board, which will conduct an investigation. The complaint should describe the specific offensive acts, the time, location and circumstances under which they took place and any other information relevant to the case. The complaint should identify the alleged harasser/respondent as well as any witness to the acts or anyone else who may have information relevant to the complaint. The complaint should also specify whether and in which circumstances the complainant made it clear to the respondent that his/her behaviour was unwelcome and, where appropriate, any reasons that prevented the complainant from doing this. The complaint must be signed and dated by the complainant and the information provided should be as precise and concise as possible.

(c) The Advisory Board will send within five days written acknowledgement of receipt of the complaint to the respondent, who will be given the right to respond in writing to the allegations within 10 working days of receipt of the copy of the complaint.
Rule 25-bis.4

INTERIM MEASURES

(a) The informal counsellor, mediator or the Advisory Board may make, at any time after the beginning of the respective proceedings in accordance with Regulation 25-bis d), a recommendation for interim measures to the Secretary-General, provided that the complaining official agrees on the submission of such recommendation. The recommended interim measures shall be aimed at the minimisation of negative effects of the alleged harassment on the complaining official.

(b) The interim measures described in paragraph (a) may include a re-organisation of work assignments or a re-allocation of office space to the effect that the complaining official will not have direct personal contacts with the other party.

(c) The Secretary-General shall, at his or her earliest convenience, make the decision on whether the recommended interim measures shall be implemented.
REGULATION 26

FINAL PROVISIONS

a) These Staff Regulations may be amended by the Conference, which shall pay due regard to the rights vested in officials at the time of the amendment.

b) These Staff Regulations shall come into force on 5 June 1996.
Rule 26.1

FINAL PROVISIONS

These Staff Rules may be amended by the Conference which shall pay due regard to the rights vested in officials at the time of the amendment.
FORMS AND ANNEXES

List of forms
(1) Performance Appraisal Report (Rule 12.3, Staff Circular)
(2) Education Allowance (Rule 17.10, Staff Circular)
(3) Travel Authorisation Form (Regulation 18, Staff Circular)
(4) Mission Claim Form (Regulation 18, Staff Circular)
(5) Claim for Reimbursement of Official Expenses (Rule 18.2.3 (c), Staff Circular)
(6) Application for Leave (Rule 22.3, Staff Circular)

List of Annexes
(1) Allianz - Employee Benefit Guide
(2) Allianz - Medical and Disability/Death Insurance - Table of Benefits (Rule 19.1)
(3) World Business Assistance and Insurance (Rule 18.2)
PERFORMANCE APPRAISAL REPORT

For period from: to:

Mr/Ms/Mrs : First Name(s):

Directorate/Service:

Job Title:

Grade & Step

Staff File Number :[IF RELEVANT] Date of Next Step:

End of Contract

I. JOB CONTENT (to be completed by staff member and agreed between the supervisor and the staff member)
SECTIONS II. AND V. TO BE COMPLETED BY IMMEDIATE SUPERIOR FOLLOWING DISCUSSION WITH SUBORDINATE:

II. IMMEDIATE SUPERIOR’S REVIEW OF PERFORMANCE

(a) To be completed for all staff

1. Efficiency (planning, organisation and time management)/work completed (quantity and quality)

2. Initiative/problem solving

3. Team work/relations

4. Adaptability/flexibility

5. Language Skills (Mother tongue:  Mother tongue )

6. Ability to communicate (written and oral)
   English:
   Russian:
   Others:

7. Managing resources and projects in view of the Programme of Work priorities and objectives (if applicable)

8. Other
(b) To be completed for staff with supervisory responsibilities ONLY

1. Supervision of staff (permanent and temporary) and ability to delegate

2. Direction and leadership

3. Staff development

4. Quality and timeliness of staff appraisals

5. Contribution to the Organisation’s objectives of equal opportunity, national and cultural diversity and mobility

6. Other
III. IMMEDIATE SUPERIOR’S GENERAL ASSESSMENT

IV. OBJECTIVES FOR FORTHCOMING PERIOD
The objectives are to be determined by the immediate superior after discussion with and agreement of the subordinate.

V. TRAINING AND DEVELOPMENT
(a) Training undergone during review period.

(b) Developmental assignments during review period.

(c) Proposed future training.
VI. PROPOSALS

Proposals for consideration concerning career development, term of appointment, transfers, developmental assignments, etc.

Follow up for
- exceptional performance (exceptional steps, other)
- unsatisfactory performance (withholding of step, termination of appointment, sanction, other)

VII. PERFORMANCE APPRAISAL CONDUCTED BY:

TITLE:

Date: Signature:

VIII. STAFF MEMBER’S COMMENTS

Date: Signature:

IX. SECRETARY-GENERAL

Date: Signature:
EDUCATION ALLOWANCE FORM

Staff Regulation (17.10)

**STAFF MEMBER:**

Surname : ..............................  First Name : ..............................

**STUDENT**

Surname : ..............................  First Name : ..............................

Date of birth : ..............................

<table>
<thead>
<tr>
<th>Name &amp; Address (including Country) of Educational Establishment</th>
<th>School year (Month and Year)</th>
<th>Class Level/Grade</th>
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- Complete a **separate form for each child** and notify it to Administration and Finance at the beginning of academic year.
- Documents which must be provided with the form:
  - Invoices (bookstore receipts, list of books provided by school or establishment…)
  - Proof of Payments
- I certify that to the best of my knowledge all the information given by me in this questionnaire is accurate
- I agree to inform the Administration and Finance Officer immediately of any event (cessation of study, change of teaching programme, etc…) that would affect my entitlement to the education allowance

At ........................................ On ......................................

(Signature)
<table>
<thead>
<tr>
<th>Item</th>
<th>Currency</th>
<th>Amount</th>
<th>Exch. Rate</th>
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**Total**

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<th>Refundable</th>
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Approved by Administration and Finance:

Date:

Approval by Secretary General on the (date)_________ to increase the limit up to (x)________ times the dependent’s child allowance. (annex approval to be joined in writing)
Mission Authorisation Form #____

Note: Upon completing this form, please save it as a separate copy from this original template, which must be kept blank and ready for the next user. Thank you!

### Name: ________  
Date(s) of Mission: ________  
Purpose of Mission¹: ________  
Name of Event: ________  
Organiser(s): ________

<table>
<thead>
<tr>
<th>Travel Itinerary:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>From:</td>
<td>To:</td>
<td>Departure:</td>
<td>Arrival:</td>
</tr>
<tr>
<td>________</td>
<td></td>
<td>________</td>
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<td>________</td>
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<td>________</td>
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</tbody>
</table>

| Travel cost²:             |  |  |  |
| Daily subsistence country 1: | ________ |        |        |
| Daily subsistence country 2: | ________ |        |        |
| Hotel > 60% DSA⁴:           | Yes | ☐ No |        |
| Number of leave days:       | ________ |        |        |
| Number of hotel nights:     | ________ |        |        |
| Number of overnight flights: | ________ |        |        |

<table>
<thead>
<tr>
<th>Organisers are covering:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Accommodation</td>
<td>☐ Meals</td>
<td>☐ Travel</td>
<td></td>
</tr>
<tr>
<td>☐ Other: enter text</td>
<td>☐ None ☐</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Advance requested³?</th>
<th>☐ Yes</th>
<th>☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ bank transfer ☐ cash</td>
<td>Amount/Currency: enter #</td>
<td></td>
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</tbody>
</table>

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<tr>
<th>Enclosed Supporting Documents:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>☐ Event Invitation, Info</td>
<td>☐ Price of Tickets</td>
<td>☐ Accommodation Info</td>
<td>☐ Other: enter text</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature Offical:</th>
<th>Signature Immediate Supervisor:</th>
<th>Approval Secretary-General:</th>
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¹ include planned activities, expected outcomes, or indication of how to link to the programme of work – authorisation may be delayed if not supplied with initial request

² including all taxes and fees

³ advances granted to holders of ECS credit cards in exceptional cases only and upon justification

⁴ if not completed where hotel costs exceed 60% of DSA – hotel excess costs may not be reimbursed
MISSION CLAIM FORM

NAME:

DESTINATION (if several: D1, D2, D3):

<table>
<thead>
<tr>
<th></th>
<th>City</th>
<th>Date</th>
<th>Time</th>
<th>City</th>
<th>Date</th>
<th>Time</th>
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</thead>
<tbody>
<tr>
<td>Departure</td>
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<td>Departure</td>
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<table>
<thead>
<tr>
<th>Item</th>
<th>Number*</th>
<th>Currency</th>
<th>Amount</th>
<th>Exch. Rate</th>
<th>EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSA (100%)</td>
<td>D1</td>
<td></td>
<td></td>
<td></td>
<td>+</td>
</tr>
<tr>
<td></td>
<td>D2</td>
<td></td>
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<td></td>
<td>+</td>
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<tr>
<td></td>
<td>D3</td>
<td></td>
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</tbody>
</table>

* 0-4 hours = no additional DSA; 4-8 hours = 0.25 of DSA; 8-24 hours without hotel = 0.5 of DSA, 8-24 hours with hotel = full DSA (Rule 18.2.4);
Travel by air - add 1.5 hours before departure and 1.5 after return; travel by train - add 1 hour before departure and 1 hour after return

<table>
<thead>
<tr>
<th>Item</th>
<th>Number*</th>
<th>Currency</th>
<th>Amount</th>
<th>Exch. Rate</th>
<th>EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel deducted (50%)</td>
<td>D1</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
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<td></td>
<td>D2</td>
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<td>D3</td>
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<th>Item</th>
<th>Number*</th>
<th>Currency</th>
<th>Amount</th>
<th>Exch. Rate</th>
<th>EUR</th>
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<tbody>
<tr>
<td>Breakfast deducted (10%)</td>
<td>D1</td>
<td></td>
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<td></td>
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<td></td>
<td>D2</td>
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<td>D3</td>
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<tr>
<th>Item</th>
<th>Number*</th>
<th>Currency</th>
<th>Amount</th>
<th>Exch. Rate</th>
<th>EUR</th>
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<tbody>
<tr>
<td>Meals deducted (15 %)</td>
<td>D1</td>
<td></td>
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<td></td>
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<td></td>
<td>D2</td>
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<td>D3</td>
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<tr>
<th>Item</th>
<th>Number*</th>
<th>Currency</th>
<th>Amount</th>
<th>Exch. Rate</th>
<th>EUR</th>
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<tr>
<td>Total other expenses (see page 2)</td>
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<tr>
<td>Total private expenses paid by ECS (see page 2)</td>
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</tbody>
</table>

Total claim =

Cash advance

Cash advance

To Pay/Reimburse =

Mission report submitted (date and signature)

Mission report saved on the shared drive (please fill in the path and filename)

S/Click here to enter text.

Checked by FINAD  Confirmed by DSG
## MEALS PROVIDED (FOR DEDUCTION)

<table>
<thead>
<tr>
<th></th>
<th>Please fill in the date</th>
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<tbody>
<tr>
<td>Breakfast</td>
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<tr>
<td>Lunch</td>
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<tr>
<td>Dinner</td>
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## SUMMARY OF EXPENSES PAID WITH ECS CREDIT CARDS

<table>
<thead>
<tr>
<th>Date</th>
<th>Expenditure</th>
<th>Currency</th>
<th>Amount</th>
<th>Exch. Rate</th>
<th>Euro</th>
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Private expenses paid by ECS credit card:

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<th>Date</th>
<th>Expenditure</th>
<th>Currency</th>
<th>Amount</th>
<th>Exch. Rate</th>
<th>Euro</th>
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TOTAL

## OTHER EXPENSES, WHICH ARE NOT IN DSA (paid by traveller)

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<thead>
<tr>
<th>Date</th>
<th>Expenditure</th>
<th>Currency</th>
<th>Amount</th>
<th>Exch. Rate</th>
<th>Euro</th>
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TOTAL
**Claim for Reimbursement of Official Expenses**

**Name:** Enter your name.

**Unit:** Choose a unit.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
<th>Currency</th>
<th>Exch. Rate*</th>
<th>Euros</th>
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*EU rate

**Total:**

**Purpose of Expenditure:**
What is the purpose of your expenditure?

**Receipts:**

**Signature:**

**Approval by DSG:**

**Date:**
APPLICATION FOR LEAVE

Name: Enter your name.
From/On: Select a date.
To: Select a date.
Choose AM or PM.

I apply for:

a) # days Annual Leave
b) # days Home Leave
c) # days Special Leave
d) # days Recuperation
e) # half day(s)

Tel.: Click here to enter text.
City: Click here to enter text.
Country: Click here to enter text.

Replaced during absence by:
Name of replacement.

Signature:

______________________________________  Signature of replacement:

______________________________________

LEAVE AUTHORIZED BY
IMMEDIATE SUPERVISOR:

APPROVED BY
ADMINISTRATION & FINANCE:

DATE:

REMAINING DAYS (TO BE COMPLETED BY AF):

DATE:
Employee Benefit Guide

International Healthcare Plans
Valid from 1st November 2021
Welcome

You and your family can depend on Allianz Care, as your international health insurer, to give you access to the best care possible.

This guide has two parts: “How to use your cover” is a summary of all important information you are likely to use on a regular basis. “Terms and conditions of your cover” explains your cover in more detail. To make the most of your international healthcare plan, please read this guide together with your Insurance Certificate and Table of Benefits.
How to use your cover

Support services  5
Understanding how your cover works  16
Seeking treatment?  20
Additional information about claiming for your expenses  25

Terms and conditions of your cover

Administration of your policy  30
Paying premiums  34
The following terms also apply to your cover  36
Data protection  38
Complaints and dispute resolution procedure  39
Definitions  40
Exclusions  51
How to use your cover
Support services

We believe in providing you with the top-quality service that you deserve. In the following pages we describe the full range of services we offer. Read on to discover what is available to you, from our MyHealth Digital Services to the Employee Assistance Programme.

Talk to us, we love to help!

Our multilingual Helpline is available 24 hours a day, 7 days a week, to handle any questions about your policy or if you need assistance in an emergency.

Helpline

Phone: +353 1 630 1301

For our latest list of toll-free numbers, please visit: www.allianzcare.com/en/pages/toll-free-numbers.html

Email: client.services@allianzworldwidecare.com

Fax: +353 1 630 1306

Did you know…

...that most of our members find that their queries are handled quicker when they call us?
MyHealth Digital Services

Through MyHealth, available as a mobile app and online portal, you have easy and convenient access to your cover, no matter where you are or what device you are using.

MyHealth app and online portal features

- **My policy**
  Access your policy documents and membership card on the go.

- **My claims**
  Submit your claims in 3 simple steps and view your claims history.

- **My contacts**
  Access our 24/7 multilingual Helpline. Live chat is also available (in English and on the online portal only).

- **Symptom checker**
  Get a quick and easy assessment of your symptoms.

- **Find a hospital**
  Locate medical providers nearby.

- **Pharmacy aid**
  Look up the local equivalent names of branded drugs.

- **Medical term translator**
  Translate names of common ailments into 17 languages.

- **Emergency contact**
  Access local emergency numbers worldwide.

Additional useful features

- Update your details online: email, phone number, password, address (if it's the same country as the previous address), marketing preferences, etc.

- View the remaining balance of each benefit which is in your Table of Benefits

- Pay your premium online and view payments received

- Add or change your credit card details (if you are responsible for paying your own premium, rather than your employer)

All personal data within MyHealth Digital Services is encrypted for data protection.
Getting started:

1. Login to MyHealth online portal to register. Go to https://my.allianzcare.com/myhealth, click on “REGISTER HERE” near the bottom of the page and follow the on-screen instructions. Be ready to provide your policy number, which you can find in your Insurance Certificate.

2. As an alternative, you can register via our MyHealth App. To download it, search for “Allianz MyHealth” on the Apple App Store or Android’s Google Play service.

![Download on the App Store](image1.png) ![Get it on Google Play](image2.png)

3. Once set up, you can use the email (username) and password you provided during registration to login to MyHealth online portal or app. The same login details are used for both and in the future, if you change login details for one, it will automatically apply to the other. You don’t need to change them in both places. We also offer a biometric login option for the app, for example Touch ID or Face ID, where supported by your device.

For more information, please visit [www.allianzcare.com/en/myhealth.html](http://www.allianzcare.com/en/myhealth.html)
Web-based services

On www.allianzcare.com/members you can:

• Search for medical providers (you are not restricted to using the providers listed in our directory)
• Download forms
• Access our Health Guides
• Access our “My expat life” hub – from planning to move, to settling down in your new country, you’ll find everything you need to know about moving overseas

Second Medical Opinion**

As your health partner, we aim to provide you with peace of mind. Have you been diagnosed with a serious illness or had surgery recommended? Do you want expert help on the best treatment options available and where to get the most appropriate treatment? As part of your cover you have access to our Second Medical Opinion service.

When you access this service, we assign to you a dedicated case manager, i.e. a healthcare professional from our own Medical Team to guide and assist you. Your case manager will ask you to provide all the necessary information about your medical case: then he/she will help you find a hospital, doctor or specialist for the Second Medical Opinion and provide the opinion to you.

To access our service, simply call our 24/7 Helpline on:

📞 + 353 1 630 1301

...and ask for the Second Medical Opinion service. You will need to state your policy number for identification.
Olive - Allianz Care's Health and Wellness support program

Your first steps towards a healthier life.

In today’s increasingly busy and ever-changing world we recognise the importance of staying healthy and we firmly believe that prevention is better than cure. Olive**, our proactive care engine, is designed to motivate and guide you towards a healthier life. It includes the Health and Wellness hub and our HealthSteps app.

1. Health and Wellness hub

Our Health & Wellness Hub, accessible via our MyHealth Digital Services (mobile app and portal), offers you a range of services gathered in one convenient place to support you on your journey to a long, happy and healthy life.

On the Hub you will have access to:

• Tips and articles on topics such as sleep, fitness, nutrition and emotional wellbeing.
• Online health assessments**.
• Our BMI calculator.
• Our monthly live health and wellness webinars, with Q&A session, delivered by specialists.
2. HealthSteps app**

Did you know that by maintaining a healthy lifestyle, you may reduce the risk of developing medical conditions? The Allianz HealthSteps app was designed to give personalised guidance and help you reaching your health and fitness goals. By connecting to smart phones, wearables devices and other apps, HealthSteps monitors the number of steps taken, calories burned, sleep schedule and more.

HealthSteps features:

**Plan**
Choose a health goal and use the action plans to adopt and maintain good health habits:
- Lose weight
- Improve posture
- Sleep better
- Eat healthy
- Get moving and energised
- Stay healthy
- Reduce stress
- Lower blood pressure

**Challenges**
Join monthly challenges and get encouragement from other HealthSteps users by sharing your performance and competing against each other on group challenges. These challenges are based on steps, calories and distance.

**Progress**
Connect with popular health and activity trackers and monitor your progress against goals you set for yourself.

**Library**
Access articles and get tips and advice on how to live and maintain a healthy life.

Download the "Allianz HealthSteps" app from App Store or Google Play.
Video consultation services via Telehealth Hub**

If an Out-patient plan is included in your cover, you have direct access to online doctor appointments (video consultation services) where a provider is available in your geographical location.

With the Telehealth Hub, you can save time by seeing a doctor via video from the comfort of your own home or office. Offering a secure and confidential service, our telehealth network of doctors can provide medical advice, recommend treatments and offer prescriptions for non-emergency concerns.

The service is accessible via MyHealth portal or directly via our TeleHealth platform at:

www.allianzcare.com/telehealthhub

An appointment can be made to speak to a medical practitioner in English, subject to availability. Some third party providers may offer the service in additional languages.

Depending on your geographical location, local country regulations and insurance plan coverage, the teleconsultation service may also offer prescriptions.

In countries where a teleconsultation service is not yet available, you can always call our 24/7 medical advice helpline – this service is offered in English, German, French and Italian. The phone number is available on TeleHealth Hub.
Employee Assistance Programme (EAP)**

When challenging situations arise in life or at work, our Employee Assistance Programme provides you and your dependants with immediate and confidential support. EAP, where provided, is shown in your Table of Benefits.

This professional service is available 24/7 and offers multilingual support on a wide range of challenges, including:

- Work/Life balance
- Family/Parenting
- Relationships
- Stress, depression, anxiety
- Workplace challenges
- Cross-cultural transition
- Cultural shock
- Coping with isolation and loneliness
- Addiction concerns

**Support services include:**

- **Confidential professional counselling**
  Receive 24/7 support with a clinical counsellor through live online chat, face to face, phone, video or email.

- **Critical incident support**
  Receive immediate critical incident support during times of trauma or crisis. Our wide-ranging approach provides stabilization and reduces stress associated with incidents of trauma or violence.

- **Legal and financial referral services**
  Whether it's help buying a home, handling a legal dispute or creating a comprehensive financial plan, we will refer you to a third-party advisor who can help answer your questions and reach your goals.

- **Access to the wellness website and app**
  Discover online support, tools and articles for help and advice on health and wellbeing.
Let us help:

📞 +1 905 886 3605

*This is not a free phone number. If you need a local number, please access the wellness website and you will find the full list of our ‘International Numbers’.*

*Your calls are answered by an English-speaking agent, but you can ask to talk to someone in a different language. If an agent is not available for the language you need, we will organise interpreter services.*

🌐 https://www.allianzcare.com/eap-login (available in English, French and Spanish)

👇 Download the Lifeworks app in Google Play or Apple Store:

Login on the website or the app using the following details:

Username: AllianzCare
Password: Expatriate

**Travel Security Services**

As the world continues to witness an increase in security threats, Travel Security Services offer 24/7 access to personal security information and advice for your travel safety queries - via phone, email or website. Your Table of Benefits shows whether your plan includes these services.

You can access:

- **Emergency security assistance hotline**
  Talk to a security specialist for any safety concerns associated with a travel destination.

- **Country intelligence and security advice**
  Security information and advice about many countries.

- **Daily security news updates and email travel safety alerts**
  Sign up and receive alerts about high-risk events in or near your current location, including terrorism, civil unrest and severe weather risks.
To access the travel security services, please contact us:

📞 +44 207 741 2185

This is not a free phone number.

✉️ allianzcustomerenquiries@worldaware.com

🌐 https://my.worldaware.com/awc

Register by entering your policy number (shown in your Insurance Certificate)

(iOS) Download ‘TravelKit’ app from App store or Google Play.

All Travel Security Services are provided in English. We can arrange for you to use an interpreter where required.

** Certain services which may be included in your plan are provided by third party providers outside the Allianz Group, such as the Employee Assistance Programme, Travel Security services, HealthSteps app, Second Medical Opinion and tele-medicine services. If included in your plan, these services will show in your Table of Benefits. These services are made available to you subject to your acceptance of the terms and conditions of your policy and the terms and conditions of the third parties. These services may be subject to geographical restrictions. The HealthSteps app does not provide medical or health advice and the wellness resources contained within Olive are for informational purposes only. The HealthSteps app and the wellness resources contained within Olive shouldn’t be regarded as a substitute for professional advice (medical, physical or psychological). They are also not a substitute for the diagnosis, treatment, assessment or care that you may need from your own doctor. You understand and agree that AWP Health & Life SA (Irish Branch) and AWP Health & Life Services Limited are not responsible or liable for any claim, loss or damage, directly or indirectly resulting from your use of any of these third party services.
Understanding how your cover works

What am I covered for?

You and your dependants are covered for medically necessary treatment and related costs, services and/or supplies as indicated in the Table of Benefits. These are subjected to:

• Policy definitions and exclusions (available in this guide).
• For underwritten policies: Any special conditions shown on your Insurance Certificate (and on the Special Condition Form issued before the policy comes into effect, where relevant).
• Costs being reasonable and customary: these are costs that are usual within the country of treatment. We will only reimburse medical providers where their charges are in accordance with standard and generally accepted medical procedures. If we consider a claim to be inappropriate, we reserve the right to decline or reduce the amount we pay.

We generally cover pre-existing conditions (including pre-existing chronic conditions) unless we say otherwise in your policy documents. If in doubt, please check your Table of Benefits to confirm if pre-existing conditions are covered.

If you are uncertain whether your planned medical treatment is covered under your plan, please contact our Helpline.

Where can I receive treatment?

You can receive treatment in any country within your area of cover, as shown in your Insurance Certificate.

If the treatment you need is available locally but you choose to travel to another country in your area of cover, we will reimburse all eligible medical costs incurred within the terms of your policy; except for your travel expenses.

If the eligible treatment is not available locally, and your cover includes “Medical evacuation”, we will also cover travel costs to the nearest suitable medical facility. To claim for medical and travel expenses incurred in these circumstances, you will need to complete and submit the Treatment Guarantee Form before travelling.
You are covered for eligible costs incurred in your home country, provided that your home country is in your area of cover.

**What are benefit limits?**

Your cover may be subject to a **maximum plan benefit**. This is the maximum we will pay in total for all benefits included in the plan per member, per Insurance Year.

If your plan has a maximum plan benefit, it will apply even where:

- The term "Full refund" appears next to the benefit.
- A specific benefit limit applies - this is when the benefit is capped to a specific amount (e.g. €10,000).

Benefit limits may be provided on a "per Insurance Year" basis, on a "per lifetime" basis or on a "per event" basis (such as per trip, per visit or per pregnancy).

In some instances, in addition to the benefit limit, we will only pay a percentage of the costs for the specific benefit (e.g. 80% refund).

**Benefit limits related to maternity**

The benefits “**Routine maternity**” and “**Complications of pregnancy and childbirth**” are paid on either a “per pregnancy” or “per Insurance Year” basis. Your Table of Benefits will confirm this.

If your maternity benefits are payable on a “per pregnancy” basis

When a pregnancy spans two Insurance Years and the benefit limit changes at policy renewal, the following rules apply:

- In year one – the benefit limits apply to all eligible expenses.
- In year two – the updated benefit limits apply to all eligible expenses incurred in the second year, less the total benefit amount already reimbursed in year one.
- If the benefit limit decreases in year two and we have already paid up to or over this new amount for eligible costs incurred in year one, we will pay no additional benefit in year two.
Limit for multiple-birth babies, all babies born by surrogacy, adopted and fostered children

There is a limit for in-patient treatment that takes place in the first three months following birth if the baby:

- was born by surrogacy
- is adopted
- is fostered
- is a multiple-birth baby born as a result of medically assisted reproduction.

This limit is £24,900/€30,000/US$40,500/CHF39,000 per child. Out-patient treatment is paid under the terms of the Out-patient Plan.

What are co-payments?

A co-payment is when you pay a percentage of the medical costs. Your Table of Benefits will show whether this applies to your plan. In the following example, Mary requires several dental treatments throughout the year. Her dental treatment benefit has a 20% co-payment, which means that we will pay 80% of the cost of each eligible treatment.

The total amount payable by us may be subject to a maximum plan benefit limit.
What are deductibles?

A **deductible** is a fixed amount you need to pay towards your medical bills per period of cover before we begin to contribute. Your Table of Benefits will show whether this applies to your plan. In the following example, John needs to receive medical treatment throughout the year. His plan includes a €450 deductible.

<table>
<thead>
<tr>
<th>Start of the Insurance Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treatment invoice 1 = €400</td>
</tr>
<tr>
<td>John pays the medical bill in full (€400)</td>
</tr>
<tr>
<td>Treatment invoice 2 = €400</td>
</tr>
<tr>
<td>John pays €50</td>
</tr>
<tr>
<td>Treatment invoice 3 = €400</td>
</tr>
<tr>
<td>John pays €0</td>
</tr>
<tr>
<td>Treatment invoice 4 = €400</td>
</tr>
<tr>
<td>John pays €0</td>
</tr>
</tbody>
</table>

*End of the Insurance Year*

- Insurer contribution
- Insured person contribution
Seeking treatment?

We understand that seeking treatment can be stressful. Follow the steps below so we can look after the details – while you concentrate on getting better.

Check your level of cover

First, check that your plan covers the treatment you are seeking. Your Table of Benefits will confirm what is covered. However, you can always call our Helpline if you have any queries.

Some treatments require our pre-approval

Your Table of Benefits will show which treatments require our pre-approval (via a Treatment Guarantee Form). These are mostly in-patient and high cost treatments. The pre-approval process helps us assess each case, organise everything with the hospital before your arrival and make direct payment of your hospital bill easier, where possible.

Unless we and your company agree otherwise, if you make a claim without obtaining our pre-approval, the following will apply:

- If the treatment received is subsequently proven to be medically unnecessary, we reserve the right to decline your claim.
- If the treatment is subsequently proven to be medically necessary, we will pay 80% of in-patient benefits and 50% of other benefits.

Getting in-patient treatment (pre-approval applies)

- Download a Treatment Guarantee Form from our website: www.allianzcare.com/members
- Complete the form and send it to us at least five working days before treatment. You can send it by email, fax or post to the address shown on the form.
- We contact the hospital to organise payment of your bill directly, where possible.
If it's an emergency:

Get the emergency treatment you need and call us if you need any advice or support.

If you are hospitalised, either you, your doctor, one of your dependants or a colleague needs to call our Helpline (within 48 hours of the emergency) to inform us of the hospitalisation. We can take Treatment Guarantee Form details over the phone when you call us.

We can also take Treatment Guarantee Form details over the phone if treatment is taking place within 72 hours. Please note that we may decline your claim if pre-approval is not obtained.
Claiming for your out-patient, dental and other expenses

If your treatment does not require our pre-approval, you can simply pay the bill and claim the expenses from us. In this case, follow these steps:

1. Receive your medical treatment and pay the medical provider.

2. Get an invoice from your medical provider. This should state your name, treatment date(s), the diagnosis/medical condition that you received treatment for, the date of onset of symptoms, the nature of the treatment and the fees charged.

3. Claim back your eligible costs via our MyHealth app or online portal (www.allianzcare.com/en/myhealth.html).
   Simply enter a few key details, add your invoice(s) and press ‘submit’.

Quick claim processing

Once we have all the information required, we can process and pay a claim within 48 hours. However, we can only do this if you have told us your diagnosis, so please make sure you include this with your claim. Otherwise, we will need to request the details from you or your doctor.

We will email or write to you to let you know when the claim has been processed.
Evacuations and repatriations

At the first indication that you need medical evacuation or repatriation, please call our 24 hour Helpline and we will take care of it. Given the urgency, we would advise you to phone if possible. However, you can also contact us by email. If emailing, please write ‘Urgent – Evacuation/Repatriation’ in the subject line.

Please contact us before talking to any providers, even if they approach you directly, to avoid excessive charges or unnecessary delays in the evacuation. In the event that evacuation/repatriation services are not organised by us, we reserve the right to decline the costs.

📞 +353 1 630 1301
✉️ medical.services@allianzworldwidecare.com
Seeking treatment in the USA

To find a provider

If you have worldwide cover and are looking for a provider in the USA, go to:

🌐 https://azc.globalexcel.com/

GlobalExcel

For more information or an appointment

If you have a query about a medical provider, or if you have selected a provider and wish to arrange an appointment, please call us.

📞 (+1) 800 541 1983 (toll-free from the USA)

For a prescription

Your plan may include a Caremark pharmacy card, which allows you to get certain drugs and pharmacy products in the US on a cashless basis. If your plan includes it, you will receive the card separately. This card is also available in digital format via CVS Caremark app or portal. Download CVS Caremark app from the App Store, Google Play or simply access their portal via your browser and create your personal account. The portal is accessible at:

🌐 www.caremark.com

Download on the App Store  Get it on Google Play

Show this card to your Caremark pharmacy. The pharmacist will tell you if you need to pay anything. Please ensure that the prescriptions have the date of birth of the person that the prescription is for.

Whether or not you have a Caremark card, you can also apply for a discount pharmacy card, which you can use for any prescription that is not covered by your plan. To register and obtain your discount pharmacy card, simply go to the following website and click on "Print Discount Card":

🌐 https://azc.globalexcel.com/find-a-pharmacy/
Medical claims

Before submitting a claim to us, please pay attention to the following points:

• **Claiming deadline:** You must submit all claims (via our MyHealth app or online portal) no later than six months after the end of the Insurance Year. If cover is cancelled during the Insurance Year, you should submit your claim no later than six months after the date that your cover ended. After this time, we are not obliged to settle the claim.

• **Claim submission:** You must submit a separate claim for each person claiming and for each medical condition being claimed for.

• **Supporting documents:** When you send us copies of supporting documents (e.g. medical receipts), please make sure you keep the originals. We have the right to request original supporting documents/receipts for auditing purposes up to 12 months after settling your claim. We may also request proof of payment by you (e.g. a bank or credit card statement) for medical bills you have paid. We advise that you keep copies of all correspondence with us as we cannot be held responsible for correspondence that fails to reach us for any reason outside of our control.

• **Deductibles:** If the amount you are claiming is less than the deductible figure in your plan, you can either:

  - Collect all out-patient receipts until you reach an amount that exceeds this deductible figure.
  - Send us each claim every time you receive treatment. Once you reach the deductible amount, we’ll start reimbursing you.

Attach all supporting receipts and/or invoices with your claim.

• **Currency:** Please specify the currency you wish to be paid in. On rare occasions, we may not be able to make a payment in that currency due to international banking regulations. If this happens, we will identify a suitable alternative currency. If we have to make a conversion from one currency to another, we will use the exchange rate that applied on the date the invoices were issued, or on the date that we pay your claim.

Please note that we reserve the right to choose which currency exchange rate to apply.
• **Reimbursement**: We will only reimburse (within the limits of your policy) eligible costs after considering any pre-approval requirements, deductibles or co-payments outlined in the Table of Benefits.

• **Reasonable and customary cost**: We will only reimburse charges that are reasonable and customary in accordance with standard and generally accepted medical procedures. If we consider a claim to be inappropriate, we reserve the right to decline your claim or reduce the amount we pay.

• **Deposits**: If you have to pay a deposit in advance of any medical treatment, we will reimburse this cost only after treatment has taken place.

• **Providing information**: You and your dependants agree to help us get all the information we need to process a claim. We have the right to access all medical records and to have direct discussions with the medical provider or the treating doctor. We may, at our own expense, request a medical examination by our doctors if we think it’s necessary. All information will be treated confidentially. We reserve the right to withhold benefits if you or your dependants do not support us in getting the information we need.

**Claims for accidental death**

If the “Accidental death” benefit is included in your healthcare plan, the claim must be reported to us within 90 working days following the date of death of the insured person.

Please send us:

• A fully completed Life and Accidental Death Benefit Application Form.
• A death certificate.
• A medical report indicating the cause of death.
• A written statement outlining the date, location and circumstances of the accident.
• Official documentation proving the insured person’s family status (i.e. whether they are married or have children).
• For the beneficiaries, proof of identity as well as proof of their relationship to the insured person.

Beneficiaries are, unless otherwise specified by the insured:

• The insured person’s spouse or partner, if not legally separated.
• If there is no spouse, the insured person’s surviving children including step-children, adopted or foster children and children born less than 300 days after the date of the insured person’s death; in equal shares among them.
• If there are no children, the insured person’s father and mother, in equal shares between them, or to the survivor if one parent has died.
• Failing any of the above, the insured person’s estate.
If you wish to nominate a beneficiary other than those listed above, please contact our Helpline.

Please note that if the insured person and one or all of the beneficiaries die in the same incident, the insured person will be considered the last deceased.

**Treatment needed as a result of someone else’s fault**

If you are claiming for treatment that you need when somebody else is at fault, you must write and tell us as soon as possible. For example, if you need treatment following a road accident in which you are a victim. Please take any reasonable steps we ask of you to obtain the insurance details of the person at fault. We can then recover from the other insurer the cost of the treatment paid for by us. If you are able to recover directly the cost of any treatment which we have paid for, you will need to repay that amount (and any interest) to us.
Terms and conditions of your cover
This section describes the benefits and rules of your health insurance policy. Please read it together with your Insurance Certificate and Table of Benefits.

- Your **Insurance Certificate** details the plan(s) and geographical area of cover that your company chose for you and your dependants (if applicable). It also states the start date and renewal date of your cover. For policies where your medical history is assessed (underwritten polices) this document will state any special terms that may apply to your cover. Please note that we will send you a new Insurance Certificate if we need to record any changes to your policy. These may be changes that your company requests or changes we are entitled to make. They may also be changes that you request (such as adding a dependant) – provided your company approves and we accept.

- Your **Table of Benefits** outlines the plan(s) selected by your company and the benefits available to you. It also specifies any benefits/treatments which require you to submit a Treatment Guarantee Form. It confirms any benefits to which specific benefit limits, waiting periods, deductibles and/or co-payments apply. Your Table of Benefits will be in the currency agreed with your company (or with you, if you pay the insurance premium).

For full details of your company’s insurance contract, please contact your company’s Group Scheme Manager. Please note that the terms and conditions of your cover may be changed from time to time by agreement between your company and us.
Administration of your policy

When cover starts for you and your dependants

Your insurance is valid from the start date shown on the Insurance Certificate and will continue until the group renewal date (which is also stated on the Insurance Certificate). Generally, this is one Insurance Year, unless we and your company decide otherwise or if you started your policy mid-year. At the end of this period, your company can renew the insurance on the basis of the policy terms and conditions applicable at that time. You will be bound by those terms.

Cover for dependants (if applicable) will start on the effective date shown on the most recent Insurance Certificate which lists them as your dependants. Their membership may continue for as long as you remain part of the group scheme and, for children, as long as they remain under the defined age limit. Child dependants can be covered under your policy up until the day before their 18th birthday or up until the day before their 24th birthday if they are in full-time education. At that time, they may apply for cover in their own right under one of our Healthcare Plans for Individuals and Families.

Adding dependants

Are you getting married or having a baby? Congratulations!

You may apply to include any member of your family as a dependant if you are allowed to under the agreement between your company and us. The process is different for underwritten groups and non-underwritten groups. If you belong to an underwritten group (where medical history is assessed), you must have provided health and other relevant information when applying.

Underwritten groups

How do I add a newborn to my policy?

Please send an email to underwriting@allianzworldwidecare.com within four weeks from birth and attach the birth certificate. With the exception of multiple birth babies, we will accept the baby without medical underwriting if the birth parent or intended parent (in the case of surrogacy) has been insured with us for a minimum of eight continuous months. Cover will start at birth.
What happens if I don't notify you within four weeks?

The newborn child will be underwritten and if accepted, cover will start from the date of acceptance.

What if I am adding multiple birth babies?

Multiple birth babies will be underwritten and if accepted, cover will start from the date of acceptance.

There is a limit for in-patient treatment that takes place in the first three months following birth if the baby:

- was born by surrogacy
- is adopted
- is fostered
- is a multiple-birth baby born as a result of medically assisted reproduction.

This limit is £24,900/€30,000/US$40,500/CHF39,000 per child. Out-patient treatment is paid under the terms of the Out-patient Plan.

Non-underwritten groups

How do I add a newborn to my policy?

Newborn infants (including multiple birth babies, babies born by surrogacy, adopted and fostered children) will be accepted for cover from birth, provided that we are notified within four weeks of the date of birth. To have a newborn added to the policy, you must ask your company to submit a request in writing, including a copy of the birth certificate, to its usual contact person for membership changes.

Following acceptance, we will issue a new Insurance Certificate to reflect the addition of a dependant. This new certificate will replace any earlier version(s) you may have from the start date shown on it.

What happens if I don't notify my company within four weeks?

If we are notified four weeks or more after the date of birth, newborn children will be accepted for cover from the date of that notification.

Changing country of residence

It is important that you contact our Helpline and notify your Group Scheme Manager to let us know when you change your country of residence. This may affect your cover or premium, even if you are moving to a country within your geographical area of cover, as your existing plan may not be valid there. Cover in some countries is subject to local health insurance restrictions, particularly for residents of that country. It is your responsibility to ensure that your health cover is legally appropriate. If you are not sure,
please get independent legal advice, as we may no longer be able to cover you. The cover we provide is not a substitute for local compulsory health insurance.

**Changing your postal address or email address**

We will send all correspondence to the address we have on record for you unless requested otherwise. You need to inform us in writing as soon as possible of any change in your home, business or email address.

**Correspondence**

When you write to us, please use email or post (with the postage paid). We do not usually return original documents to you, but if you ask us to, we will.

**Renewal of cover**

If your company pays for your premium, the renewal of your cover (and that of your dependants, if applicable) is the decision of your company.

If you pay your premium and your company renews your cover (and that of your dependants, if applicable), your policy will automatically renew for the next Insurance Year, if:

- We can continue to provide cover in your country of residence
- All premiums due to us have been paid
- The payment details we have for you are still valid on the policy renewal date. Please update us if you get a new/replacement credit card or if your bank account details have changed.

**Ending your cover**

Your company can end your cover or that of any of your dependants by notifying us in writing. We cannot backdate the cancellation of your cover. It will automatically end:

- At the end of the Insurance Year, if the agreement between your company and us is terminated.
- If your company decides to end or not to renew your cover.
- If your company does not pay premiums or any other payment due under the Company Agreement with us.
- If you are an individual payer and you do not pay premiums or any other payment due under the Company Agreement with us.
- When you stop working for your company.
- Upon the death of the insured employee.
We can end your cover and that of your dependants if there is reasonable evidence that you or they have misled or attempted to mislead us. For example giving us false information, withholding information, or working with another party to give us false information, either intentionally or carelessly, which may influence us when deciding:

- Whether you (or they) can join the scheme
- What premiums your company has to pay
- Whether we have to pay any claim

**Policy expiry**

Please note that upon the expiry of your policy, your right to reimbursement ends. For up to six months after the expiry date, we will reimburse any eligible expenses incurred during the period of cover. However, we will no longer cover any on-going or further treatment that is required after the expiry date of your policy.

**Applying for cover if group membership ends**

If your cover under the Company Agreement comes to an end, you can apply for cover under one of our Healthcare Plans for Individuals and Families, by simply sending us an email (details below). You need to submit your application within one month of leaving the group scheme. You may be subject to underwriting. If we accept your application, cover will start on the first day after you leave the group scheme.

individual.sales@allianzworldwidecare.com
Paying premiums

If your company pays your insurance premium

In most cases, your company is responsible for paying the premiums for you and your dependants, covered under the Company Agreement. Your company may also pay other taxes and charges associated with your cover (such as Insurance Premium Tax). However you may be liable to pay tax in respect of the premiums paid by your company. For details, please check with your company.

If you pay your insurance premium

If you are responsible for paying your insurance premium, you need to pay us in advance for the duration of your cover. Your Insurance Certificate shows the amount your company has agreed with us and your selected payment frequency. The initial premium or first premium instalment is payable immediately after we accept your application. When you receive your invoice, please check that the premium matches the amount shown on your agreed quotation and contact us immediately if there is any difference. We are not responsible for payments made through third-parties. Subsequent premiums are due on the first day of the chosen payment period.

If applicable, you may also need to pay the following taxes in addition to your premium:

- Insurance Premium Tax (IPT).
- VAT.
- Other taxes, levies or charges relating to your cover that we may have to pay or collect from you by law.

These charges may already be in effect when you join but they could be introduced (or change) afterwards. Your invoice will show these taxes. If they change or if new taxes are introduced, we will write to inform you. If you do not accept the changes, you can choose to end your cover. We will not apply any of the changes if you end your membership within 30 days of the date they take effect, or within 30 days of us telling you about the changes (whichever is later).

In some countries you may also be required to apply withholding tax. If that is the case, it is your responsibility to calculate and pay this amount to the relevant authorities in addition to payment of your full premium to us.
Each year on the renewal date, we may change how we calculate your premiums and taxes, the amount you have to pay and/or the method of payment. If so, we will inform you of these changes and they will only apply from your renewal date. If you wish, you can change the way you pay at policy renewal. Please write to us to request this at least 30 days before the renewal date.

If you are unable to pay your premium for any reason, please contact us so that we can discuss this with you, as if you don’t pay your premiums on time you may lose your cover.
The following terms also apply to your cover

**Applicable law:** Your policy is governed by the laws and courts of the country as set out in the Company Agreement, unless otherwise required by law.

**Economic sanctions:** Cover is not provided if any element of the cover, benefit, activity, business or underlying business violates any applicable sanction law or regulations of the United Nations, the European Union or any other applicable economic or trade sanction law or regulations.

**Who is covered:** Only those group members (and dependants) as described in the Company Agreement are eligible for cover.

**The amounts we will pay:** Our liability to you is limited to the amounts indicated in the Table of Benefits and any policy endorsements. The amount reimbursed, whether under this policy, public medical scheme or any other insurance will not exceed the figure stated on the invoice.

**Who can make changes to your policy:** No-one, except an appointed representative or the Group Scheme Manager is allowed to make changes to your policy on your behalf. Changes are only valid when agreed by your company and us.

**When cover is provided by someone else:** We may decline a claim if you or any of your dependants are eligible to claim benefits from:

- A public scheme
- Any other insurance policy
- Any other third-party

If that is the case, you need to inform us and provide all necessary information. You and the third-party cannot agree any final settlement or waive our right to recover expenses without our prior written agreement. Otherwise, we are entitled to get back from you any amount we have paid and to cancel your cover.

We have the right to claim back from a third-party any amount we paid for a claim, if the costs were due from or also covered by them. We may take legal proceedings in your name, at our expense, to achieve this. This is called subrogation.
We will not make a contribution to any third-party insurer if the costs are fully or partly covered by that insurer. However, if our plan covers a higher amount than the other insurer, we’ll pay the amount not covered by them.

**Circumstances outside of our control (force majeure):** We will always do our best for you, but we are not liable for delays or failures in our obligations to you caused by things which are outside of our reasonable control. Examples are extremely severe weather, floods, landslides, earthquakes, storms, lightning, fire, subsidence, epidemics, acts of terrorism, outbreaks of military hostilities (whether or not war is declared), riots, explosions, strikes or other labour unrest, civil disturbances, sabotage and expropriation by governmental authorities.

**Cancellation and fraud:**

a) For medically underwritten policies, the information you and your dependants give us e.g. on the Application Form or supporting documents, needs to be accurate and complete. If it isn’t correct or if you don’t tell us about things that may affect our underwriting decision, it may invalidate your policy from the start date. You also need to tell us about any medical conditions that arise between completing the application form and the start date of the policy. Medical conditions that you don’t tell us about will most likely not be covered. If you’re not sure whether certain information is relevant to underwriting, please call us and we’ll be able to clarify that.

b) We will not pay any benefits for a claim if:
   - The claim is false, fraudulent or intentionally exaggerated.
   - You or your dependants or anyone acting on your or their behalf use fraudulent means to obtain benefit under this policy.

The amount of any claim we paid to you before the fraudulent act or omission was discovered will become immediately owing to us. We reserve the right to inform your company of any fraudulent activity.

**Making contact with dependants:** In order to administer your policy, we may need to request further information. If we need to ask about one of your dependants (e.g. when we need to collect an email address for an adult dependant), we may contact you as the person acting on behalf of the dependant, and ask you for the relevant information, provided it is not sensitive information. Similarly, for the purposes of administering claims, we may send you non-sensitive information that relates to a family member.

**Use of Medi24:** The Medi24 advice line and its health-related information and resources is extremely helpful, but it’s not a substitute for professional medical advice or for the care that you receive from your doctor. It is not intended to be used for medical diagnosis or treatment and you should not rely on it for that purpose. Always seek the advice of your doctor before beginning any new treatment or if you have any questions about a medical condition. We are not responsible or liable for any claim, loss or damage directly or indirectly resulting from your use of Medi24 or the information or services provided by them. Calls to Medi24 will be recorded and may be monitored for training, quality and regulatory purposes.
Data protection

Our Data Protection Notice explains how we protect your privacy and process your personal data. You must read it before sending us any personal data. To read our Data Protection Notice visit:


Alternatively, you can contact us on the phone to request a paper copy.

📞 +353 1 630 1301

If you have any queries about how we use your personal data, please email us at:

✉️ AP.EU1DataPrivacyOfficer@allianz.com
Complaints and dispute resolution procedure

Our Helpline is always the first number to call if you have any comments or complaints. If we can’t resolve the problem on the phone, please email or write to us:

📞 +353 1 630 1301
✉️ client.services@allianzworldwidemcare.com
🏠 Customer Advocacy Team,
     Allianz Care,
     15 Joyce Way,
     Park West Business Campus,
     Nangor Road,
     Dublin 12, Ireland

We will handle your complaint according to our internal complaint management procedure. For details see:

🌐 www.allianzcare.com/complaints-procedure

You can also contact our Helpline to obtain a copy of this procedure.
Definitions

The following definitions apply to our Healthcare Plans. The benefits you are covered for are listed in your Table of Benefits. If your plan includes any benefit not listed below, the definition will appear in the “Notes” section at the end of your Table of Benefits. Wherever these words/phrases appear in your policy documents, they will always have the following meanings:

**Accident** is a sudden, unexpected event that causes injury and is due to a cause external to the insured person. The cause and symptoms of the injury must be medically and objectively definable, allow for a diagnosis and require therapy.

**Accidental death benefit** refers to an amount shown in the Table of Benefits which becomes payable if an insured person (aged 18 to 70) dies during the period of insurance as a result of an accident (including an industrial injury).

**Accommodation costs for one parent staying in hospital with an insured child** refers to the hospital accommodation costs of one parent for the duration of the insured child’s admission to hospital for eligible treatment. If a suitable bed is not available in the hospital, we will contribute the equivalent of the daily room rate in a three-star hotel towards any hotel costs incurred. We do not cover sundry expenses such as meals, phone calls or newspapers. Please check your Table of Benefits to confirm whether an age limit applies with regard to your child.

**Acute** refers to the sudden onset of symptoms or a medical condition.

**Allergy testing** refers to a visit to a licensed practitioner to test for and discover if your symptoms are related to an allergy. If included in your plan as a specific benefit, cover is limited to the amount shown in your Table of Benefits.

**Burial expenses** refer to the cost of burials or cremation that take place outside the home country or principal country of residence. It doesn’t include related ceremonial costs such as food and beverage, travel, accommodation, flowers and sympathy cards.

**Cancer screening** for the early detection of illness or disease are health checks, tests and examinations, performed at appropriate age intervals, that are undertaken without any clinical symptoms being present. Please refer to your Table of Benefits to confirm what tests and checks are covered under this benefit.

**Child hearing exam** provides a contribution towards the services of a suitably qualified and recognised hearing care professional in the country of treatment. To be eligible for this benefit, your child must be 16 years or younger and covered at the time they receive the service. When submitting a claim, please attach a dated invoice from the provider.

**Chronic condition** is defined as a sickness, illness, disease or injury that lasts longer than six months or requires medical attention (such as check-up or treatment) at least once a year. It also has one or more of the following characteristics:

- Is recurrent in nature
- Is without a known, generally recognised cure
- Is not generally deemed to respond well to treatment
- Requires palliative treatment
- Leads to permanent disability
Please refer to the “Notes” section of your Table of Benefits to confirm whether chronic conditions are covered.

**Company** is your employer as named in the Company Agreement.

**Company Agreement** is the agreement we have with your employer, through which you and your dependants are insured with us. This agreement sets out who can be covered, when cover begins, how it is renewed and how premiums are paid.

**Complementary treatment** refers to therapeutic and diagnostic treatment that exists outside of traditional Western medicine. Please refer to your Table of Benefits to confirm whether any of the following complementary treatment methods are covered: chiropractic treatment, osteopathy, Chinese herbal medicine, homeopathy, acupuncture and podiatry as practised by approved therapists.

**Complications of childbirth** refers only to post-partum haemorrhage and retained placental membrane. Where your plan also includes a routine maternity benefit, complications of childbirth includes medically necessary caesarean sections.

**Complications of pregnancy** relates to the health of the mother. Only the following complications that arise during the pre-natal stages of pregnancy are covered: ectopic pregnancy, gestational diabetes, pre-eclampsia, miscarriage, threatened miscarriage, stillbirth and hydatidiform mole.

**Co-payment** is the percentage of the costs which you must pay. E.g. if a benefit has a 80% refund, this means that a co-payment of 20% applies, therefore we will pay 80% of the costs of each eligible treatment per insured person, per Insurance Year.

Where deductibles apply, they are payable per person per Insurance Year, unless your Table of Benefits states otherwise.

**Dental prescription drugs** refers to those prescribed by a dentist for the treatment of dental inflammation or infection. The prescription drugs must be proven to be effective for the condition and recognised by the pharmaceutical regulator in a given country. They do not include mouthwashes, fluoride products, antiseptic gels and toothpastes.

**Dental prostheses** includes crowns, inlays, onlays, adhesive reconstructions/restorations, bridges, dentures and implants as well as all necessary and ancillary treatment required.

**Dental surgery** includes the surgical extraction of teeth, as well as other tooth-related surgical procedures such as apicoectomy and dental prescription drugs. All investigative procedures that establish the need for dental surgery such as laboratory tests, X-rays, CT scans and MRIs are included under this benefit. Dental surgery does not cover surgical treatment that relates to dental implants.

**Dental treatment** includes an annual check-up, simple fillings related to cavities or decay, root canal treatment and dental prescription drugs.

**Dependant** is your spouse or partner and unmarried children that are named as dependants on your Insurance Certificate. Children are covered up to the day before their 18th birthday; or up to the day before their 24th birthday if they are in full-time education.

**Diagnostic tests** refers to investigations such as x-rays or blood tests, carried out for diagnostic purposes. These tests are covered when you are already displaying symptoms or when needed following other medical test results. This benefit does not cover annual check-ups or routine screenings.

**Dietician fees** relate to charges for dietary or nutritional advice provided by a health professional who is registered and qualified to practise in the country where the treatment is received. If included in your plan, cover is only provided in respect of eligible diagnosed medical conditions.

**Direct family history** exists where a parent, grandparent, sibling or child has been previously diagnosed with the medical condition in question.

**Doctor** is a person who is licensed to practise medicine under the law of the country in which treatment is given and where they are practising within the limits of their licence.
**Emergency** is the onset of a sudden and unforeseen medical condition that requires urgent medical assistance. Only treatment commencing within 24 hours of the emergency event will be covered.

**Emergency in-patient dental treatment** refers to acute emergency dental treatment for the relief of pain that is due to a serious accident and requires admission to hospital. The treatment must take place within 24 hours of the emergency event. Cover does not extend to follow-up dental treatment, dental surgery, dental prostheses, orthodontics or periodontics. If cover is provided for these benefits, it will be listed separately in the Table of Benefits.

**Emergency out-patient dental treatment** is treatment received in a dental surgery or hospital emergency room for the immediate relief of dental pain caused by an accident or an injury to a sound natural tooth. Treatment may include pulpotomy or pulpectomy and the subsequent temporary fillings, limited to three fillings per Insurance Year. Treatment must take place within 24 hours of the emergency event. It does not include any form of dental prostheses, permanent restorations or the continuation of root canal treatment. However, if your policy also includes a Dental Plan, it will cover dental treatment in excess of the limit on 'Emergency out-patient dental treatment' benefit. In that case, the Dental plan terms will apply.

**Emergency out-patient treatment** is treatment received in a casualty ward or emergency room within 24 hours of an accident or sudden illness, where there is no medical necessity for you to occupy a hospital bed. If your policy includes an Out-patient Plan, it will cover you for out-patient treatment in excess of the limit on ‘Emergency out-patient treatment’ benefit. In that case, the Out-patient plan terms will apply.

**Emergency treatment outside area of cover** is treatment for medical emergencies which occur during business or holiday trips outside your area of cover. Cover is provided for up to six weeks per trip within the maximum benefit amount. It includes treatment required due to an accident or the sudden beginning or worsening of a severe illness which presents an immediate threat to your health. Treatment by a doctor must start within 24 hours of the emergency event. Cover is not provided for curative or follow-up non-emergency treatment, even if you are deemed unable to travel to a country within your geographical area of cover. Nor does it extend to charges relating to maternity, pregnancy, childbirth or any complications of pregnancy or childbirth. Please tell your company’s Group Scheme Manager if you are going to be outside your area of cover for more than six weeks.

**Expenses for one person accompanying an evacuated/repatriated person** refer to the travel costs for one person accompanying the evacuated/repatriated person. If they can’t travel in the same vehicle, we will pay for an alternative form of transport at economy rates. Following completion of treatment, we will also cover the cost of the companion’s return trip, at economy rates, to the country where the evacuation/repatriation started from. Cover is not provided for hotel accommodation or other related expenses.

**Family history** exists where a parent, grandparent, sibling, child, aunt or uncle has been previously diagnosed with the medical condition in question.

**Gender dysphoria** is the distress a person feels due to a mismatch between their gender identity and their sex assigned at birth.

**Gender dysphoria services** relates to any of the following medically necessary treatments:

- Behavioral health services such as counselling for gender dysphoria and related psychiatric conditions (e.g. anxiety, depression). Treatment must be prescribed by a psychiatrist or PhD clinical psychologist.
- Hormonal therapy.
- Age-related and gender-specific preventive health checks such as cervical, breast, prostate cancer screenings, as appropriate to the individuals biological anatomy.
- Gender reassignment and related surgery, if you are diagnosed as having gender dysphoria, and the following criteria are met:
  - You are at least 18 years old.
You have one letter of recommendation for surgery from a mental health professional for breast/chest surgery or two letters of recommendations from two separate mental health professionals for genital surgery, including an extensive report. We will also accept a letter from a master’s degree-level professional (it refers to anyone working in the mental health field – psychiatrist, mental health nurse or psychologist who has done a relevant master degree in this medical area) if the second letter is from a psychiatrist or PhD clinical psychologist.

The recommendation must be based on assessments conducted within the last 24 months and must indicate that your decision is current and not due to any other treatable condition or disorder. Each recommendation must state that the surgery is medically necessary according to evidence-based clinical guidelines.

Group Scheme Manager is the designated representative of your company, who acts as the point of contact between the company and us for matters relating to the administration of the plan such as enrolment, premium collection and renewal.

Health and wellbeing checks including screening for the early detection of illness or disease are health checks, tests and examinations, performed at appropriate age intervals, that are undertaken without any clinical symptoms being present. Please refer to your Table of Benefits to confirm what tests and checks are covered under this benefit.

HIV or AIDS treatment is a benefit that covers consultations, investigations, in-patient and out-patient treatment related to a diagnosis of Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS). If included in your plan as a specific benefit, cover is limited to the amount shown in your Table of Benefits.

Home country is a country for which you hold a current passport or which is your principal country of residence.

Hormone replacement therapy refers to the use of female hormones for the relief of symptoms resulting from cessation of ovarian function, either at the time of the natural menopause or following surgical removal of the ovaries. Cover is provided for medical practitioner fees, specialists fees as well as prescription drug expenses.

Hospital is any establishment which is licensed as a medical or surgical hospital in the country where it operates and where the patient is permanently supervised by a doctor. The following are not considered hospitals: rest and nursing homes, spas, cure-centres and health resorts.

Hospital accommodation refers to standard private or semi-private accommodation as shown in the Table of Benefits - deluxe, executive rooms and suites are not covered. The hospital accommodation benefit only applies when the hospitalisation is not related to any other in-patient benefit shown on the Table of Benefits. For example, if a member is hospitalised for cancer treatment, the hospital accommodation will be covered under the oncology benefit, and not under the hospital accommodation benefit. Examples of benefits that already include hospital accommodation (if included in your plan) are: Psychiatry and psychotherapy, Organ transplant, Oncology, Routine maternity, Palliative care and Long-term care.

Infertility treatment refers to all invasive investigative procedures necessary to establish the cause of infertility such as hysterosalpingogram, laparoscopy or hysteroscopy. It also covers treatment such as InVitro Fertilisation (IVF), for diagnosed cases of infertility. We will cover the cost of treatment for the insured member who receives it, up to the limit indicated in the Table of Benefits. You can’t claim under an insured spouse/partner’s cover for costs that exceed your benefit limit.

All non-invasive investigative procedures undertaken to establish the cause of infertility are covered within the relevant benefit limits of the Out-patient Plan (if you have one). Examples of benefits that cover non-invasive investigations procedures are ‘Diagnostic tests’, ‘Medical practitioner fees’ and ‘Specialist fees’.

For multiple birth babies born as a result of medically assisted reproduction, all babies born by surrogacy, adopted and fostered children, in-patient treatment is limited to £24,900/€30,000/US$40,500/CHF39,000 per child for the first three months following birth. Out-patient treatment is paid under the terms of the Out-patient Plan.

In-patient cash benefit is payable when you receive in-patient treatment for a medical condition that is covered by us but is free of charge for you, i.e. when the full cost of your treatment is funded by your national health service and no claim is made or paid by us under any section of
this policy. In-patient cash benefit is limited to the amount specified in the Table of Benefits and is payable after you are discharged from hospital.

**In-patient treatment** refers to treatment received in a hospital where an overnight stay is medically necessary.

**Insurance Certificate** is a document we issue that outlines the details of your cover. It confirms that your company has a group insurance policy with us.

**Insurance Year** applies from the effective date of your policy, as shown on the Insurance Certificate and ends at the expiry date of the Company Agreement. The following Insurance Year coincides with the year that is defined in the Company Agreement.

**Insured person** is you and your dependants as stated on your Insurance Certificate.

**Laser eye treatment** refers to the surgical improvement of the refractive quality of the cornea using laser technology, including the necessary pre-operative investigations.

**Local ambulance** is ambulance transport that is required for an emergency or out of medical necessity, to the nearest available and appropriate hospital or licensed medical facility.

**Long-term care** refers to care over an extended period of time after the acute treatment has been completed, usually for a chronic condition or disability requiring periodic, intermittent or continuous care. Long-term care can be provided at home, in the community, in a hospital or in a nursing home.

**Medical evacuation** applies in the following scenarios:

- If the necessary treatment you are covered for is not available locally
- If adequately screened blood is unavailable in an emergency

We will evacuate you to the nearest appropriate medical centre (which may or may not be in your home country) by ambulance, helicopter or aeroplane. The medical evacuation should be requested by your doctor, and will be carried out in the most economical way that is appropriate to your medical condition. Following completion of treatment, we will also cover the cost of your return trip at economy rates to your principal country of residence.

If you can’t travel or be evacuated for medical reasons following discharge from an in-patient episode of care, we will cover the reasonable cost of hotel accommodation in a private en-suite room for up to seven days. We do not cover costs for hotel suites, four or five-star hotel accommodation or hotel accommodation for an accompanying person.

If you are evacuated to the nearest appropriate medical centre for ongoing treatment, we will cover the reasonable cost of hotel accommodation in a private en-suite room. This cost must be more economical than the cost of a series of journeys between the nearest appropriate medical centre and your principal country of residence. Hotel accommodation for an accompanying person is not covered.

Where adequately screened blood is not available locally, we will, where appropriate, try to locate and transport screened blood and sterile transfusion equipment, if this is advised by the treating doctor and our own medical experts. We and our agents accept no liability if we are unsuccessful or if contaminated blood or equipment is used by the treating authority.

You must contact us at the first indication that you need an evacuation. From this point onwards, we will organise and coordinate the evacuation until you arrive safely at your destination of care. If evacuation services are not organised by us, we reserve the right to decline all costs incurred.

**Medical necessity** refers to medical treatment, services or supplies that fulfil all of the following:

a) Essential to identify or treat your condition, illness or injury
b) Consistent with your symptoms, diagnosis or treatment of the underlying condition
c) In accordance with generally accepted medical practice and professional standards of care in the medical community at the time (this does not apply to complementary treatment methods if they form part of your cover)
d) Required for reasons other than the comfort or convenience of you or your doctor
e) Proven and demonstrated to have medical value (this does not apply to complementary treatment methods if they form part of your cover)
f) Considered to be the most appropriate type and level of service or supply

\[ g) \] Provided at an appropriate facility, in an appropriate setting and at an appropriate level of care for the treatment of your medical condition

h) Provided only for an appropriate duration of time

In this definition, the term “appropriate” means taking patient safety and cost effectiveness into consideration. In respect to in-patient treatment, “medically necessary” also means that diagnosis can’t be made or treatment can’t be safely and effectively provided on an out-patient basis.

**Medical practitioners** are doctors who are licensed to practise medicine under the law of the country in which treatment is given and where they are practising within the limits of their licence.

**Medical practitioner fees** refers to fees charged for non-surgical treatment performed or administered by a medical practitioner.

**Medical repatriation** is an optional level of cover and where provided will be shown in the Table of Benefits. If the necessary treatment for which you are covered isn’t available locally you can choose to be medically evacuated to your home country for treatment, instead of to the nearest appropriate medical centre. This only applies when your home country is within your geographical area of cover. Following completion of treatment, we will also cover the cost of your return trip at economy rates, to your principal country of residence. The return journey must take place within one month after treatment has been completed.

You must contact us at the first indication that repatriation is required. From this point onwards we will organise and coordinate all stages of the repatriation until you arrive safely at your destination of care. If the repatriation is not organised by us, we reserve the right to decline all costs incurred.

**Medical underwriting** is the assessment of insurance risk based on information that you give us when applying for cover. Our underwriting team uses this information to decide the terms of our offer.

**Mental health professional** is a practitioner working in health care, counselling or social services who offers services for the purpose of treating mental health conditions.

**Midwife fees** refers to fees charged by a midwife or birth assistant, who, according to the law of the country in which treatment is given, has completed the necessary training and passed the necessary state examinations.

**Newborn care** includes customary examinations required to assess the integrity and basic function of the child’s organs and skeletal structures. These essential examinations are carried out immediately following birth.

Cover doesn’t include further preventive diagnostic procedures, such as routine swabs, blood typing and hearing tests. However, if for medical reasons the child needs any follow-up investigations and treatment, these are covered under the newborn’s own policy (if they have been added as a dependant). For multiple birth babies born as a result of medically assisted reproduction, all babies born by surrogacy, adopted and fostered children, in-patient treatment is limited to £24,900/€30,000/US$40,500/CHF39,000 per child for the first three months following birth. Out-patient treatment is paid within the terms of the Out-patient Plan.

**Non-prescribed physiotherapy** refers to treatment provided by a registered physiotherapist without being referred by a doctor in advance. Cover is limited to the number of sessions indicated in your Table of Benefits. A doctor must prescribe any additional sessions over this limit, which will be covered under the ‘Prescribed physiotherapy’ benefit. Physiotherapy does not include therapies such as Rolfing, Massage, Pilates, Fango and Milta.

**Non-underwritten groups** are groups where the members’ health information is not assessed.

**Nursing at home or in a convalescent home** refers to nursing received immediately after, or instead of, eligible in-patient or day-care treatment. We will pay the benefit listed in the Table of Benefits if the treating doctor decides that it is medically necessary for you to stay in a convalescent home or have a nurse in attendance at home. This benefit also needs to be approved by our Medical Director. This benefit doesn’t cover spas, cure centres, health resorts, palliative care or long-term care (see ‘Palliative care’ and ‘Long-term care’ definitions).

**Obesity** is diagnosed when a person has a body mass index (BMI) of over 30 (you can find a BMI calculator at: www.allianzcare.com/members).
**Occupational therapy** is treatment that helps you develop skills needed for daily living and interactions with other people and the environment. These refer to:

- Fine and gross motor skills (how you perform small, precise tasks and whole-body movement).
- Sensory integration (how the brain organises a response to your senses).
- Coordination, balance and other skills such as dressing, eating and grooming.

We will need to see a progress report after every 20 sessions.

**Oculomotor therapy** is a specific type of occupational therapy that aims to synchronise eye movement when there is a lack of coordination between eye muscles.

**Oncology** refers to specialist fees, diagnostic tests, radiotherapy, chemotherapy and hospital charges related to the treatment of cancer from the point of diagnosis. We also cover the cost of an external prosthetic device for cosmetic purposes, for example a wig for hair loss or a prosthetic bra after breast cancer treatment.

**Oral and maxillofacial surgical procedures** refers to surgical treatment on the mouth, jaws, face or neck performed in a hospital by an oral and maxillofacial surgeon for: oral pathology, temporomandibular joint disorders, facial bone fractures, congenital jaw deformities, salivary gland diseases and tumours.

Unless you hold a Dental Plan, we do not cover the following procedures even if they are performed by an oral and maxillofacial surgeon:

- Surgical removal of impacted teeth
- Surgical removal of cysts
- Orthognathic surgeries for the correction of malocclusion

**Organ transplant** refers to the following organ or tissue transplants: heart, heart/valve, heart/lung, liver, pancreas, pancreas/kidney, kidney, bone marrow, parathyroid, muscular/skeletal and cornea. We do not reimburse the costs of acquiring organs.

**Orthodontics** is the use of devices to correct malocclusion (misalignment of your teeth and bite). We only cover orthodontic treatment that meets the medical necessity criteria described below. As the criteria is very technical, please contact us before starting treatment so we can verify if your treatment meets the criteria.

Medical necessity criteria:

a) Increased overjet > 6mm but <= 9 mm
b) Reverse overjet > 3.5 mm with no masticatory or speech difficulties
c) Anterior or posterior crossbites with > 2 mm discrepancy between the retruded contact position and intercuspal position
d) Severe displacements of teeth > 4
e) Extreme lateral or anterior open bites > 4 mm
f) Increased and complete overbite with gingival or palatal trauma

g) Less extensive hypodontia requiring pre-restorative orthodontics or orthodontic space closure to obviate the need for a prosthesis

h) Posterior lingual crossbite with no functional occlusal contact in one or more buccal segments

i) Reverse overjet > 1 mm but < 3.5 mm with recorded masticatory and speech difficulties

j) Partially erupted teeth, tipped and impacted against adjacent teeth

k) Existing supernumerary teeth

You will need to send us some supporting information to show that your treatment is medically necessary and therefore covered by your plan. The information we ask for may include, but is not limited to:

- A medical report issued by the specialist, stating the diagnosis (type of malocclusion) and a description of your symptoms caused by the orthodontic problem.
- A treatment plan showing the estimated duration and cost of the treatment and the type/material of the appliance used.
- The payment arrangement agreed with the medical provider.
- Proof of payment for orthodontic treatment.
- Photographs of both jaws clearly showing dentition before the treatment.
- Clinical photographs of the jaws in central occlusion from frontal and lateral views.
- Orthopantomogram (panoramic x-ray).
- Profile x-ray (cephalometric x-ray).
- Any other document we may need to assess the claim.

We will only cover the cost of standard metallic braces and/or standard removable appliances. However, we’ll cover cosmetic appliances such as lingual braces and invisible aligners up to the cost of metallic braces, subject to the ‘Orthodontic treatment’ benefit limit.

**Orthomolecular treatment** refers to alternative treatment that aims to restore the individual biochemical balance through supplements. It uses natural substances such as vitamins, minerals, enzymes and hormones.
Out-patient surgery is a surgical procedure performed in a surgery, hospital, day-care facility or out-patient department that does not require you to stay overnight out of medical necessity.

Out-patient treatment refers to treatment provided in the practice or surgery of a medical practitioner, therapist or specialist that does not require you to be admitted to hospital.

Partner refers to a person you have lived with in a conjugal relationship for a continuous period of 12 months.

Palliative care refers to ongoing treatment that aims to alleviate the physical/psychological suffering associated with progressive, incurable illness and to maintain quality of life. It includes in-patient, day-care and out-patient treatment following the diagnosis of a terminal condition. We will pay for physical care, psychological care, hospital or hospice accommodation, nursing care and prescription drugs.

Periodontics refers to dental treatment related to gum disease.

Post-natal care refers to the routine post-partum medical care received by the mother for up to six weeks after delivery.

Pre-existing conditions are medical conditions for which one or more symptoms presented at some point during your or your dependants’ lifetime. This applies regardless of whether you or your dependants sought any medical advice or treatment. We would deem any such condition to be pre-existing if we could reasonably assume you or your dependants would have known about it. Your policy will cover pre-existing conditions unless we tell you otherwise in writing.

We will also treat as pre-existing any medical conditions that arise between the date you completed the application form and the later of the following:

- The date we issued your Insurance Certificate or
- The start date of your policy

Such pre-existing conditions will also be subject to full medical underwriting and if they are not disclosed, they will not be covered. Please refer to the “Notes” section of your Table of Benefits to confirm if pre-existing conditions are covered.

Pregnancy refers to the period of time when you are expecting a baby, from the date of the first diagnosis until delivery.

Pre-natal care includes common screening and follow-up tests required during pregnancy. For women aged 35 and over, this includes Triple/Bart’s, Quadruple and Spina Bifida tests, amniocentesis and, if directly linked to an eligible amniocentesis, DNA-analysis.

Prescribed drugs refers to over the counter drugs when prescribed by a doctor to:

- Treat a confirmed diagnosis or medical condition
- Compensate a lack of vital bodily substances

Examples are aspirins, vitamins and hypodermic needles. Prescribed drugs must be clinically proven to be effective for the diagnosed condition. They must also be recognised by the pharmaceutical regulator in the country where you use the prescription. Even if you can legally buy a medication without a doctor’s prescription in that country, you must get a prescription for these costs to be covered.

Prescribed glasses and contact lenses including eye examination refers to cover for a routine eye examination carried out by an optometrist or ophthalmologist (one check-up per Insurance Year) and for lenses and glasses to correct vision.

Prescribed medical aids refers to any device which is prescribed and medically necessary to enable you to carry out everyday activities. Examples include:

- Biochemical aids such as insulin pumps, glucose meters and peritoneal dialysis machines.
- Motion aids such as crutches, wheelchairs, orthopaedic supports/braces, artificial limbs and prostheses.
- Hearing and speaking aids such as an electronic larynx.
- Medically graduated compression stockings.
- Long-term wound aids such as dressings and stoma supplies.

We do not cover costs for medical aids that form part of palliative care or long-term care (see the definitions of ‘Palliative care’ and ‘Long-term care’).

Prescribed physiotherapy refers to treatment provided by a registered physiotherapist following referral by a doctor. Physiotherapy (either prescribed, or a combination of non-prescribed and prescribed treatment) is initially restricted to 12 sessions per condition, after which treatment must be reviewed by the doctor who referred you. If you need further sessions, you must send us a new progress report after every set of 12 sessions, indicating the medical necessity for more
treatment. Physiotherapy does not include therapies such as Rolfing, massage, Pilates, Fango and Milta.

**Prescription drugs** refers to products which you can’t buy without a prescription and are to treat a confirmed diagnosis or medical condition or to compensate a lack of vital bodily substances. Examples are antibiotics, sedatives, etc. Prescription drugs must be clinically proven to be effective for the diagnosed condition. They must also be recognised by internationally accepted medical guidelines. You can claim for a supply of up to a 3 months from the prescription date, subject to length of time remaining on the policy.

**Preventative surgery** refers to prophylactic mastectomy or prophylactic oophorectomy. We will pay for preventative surgery when you:

- Have a direct family history of a disease which is part of a hereditary cancer syndrome (for example, breast cancer or ovarian cancer) and
- Genetic testing has established the presence of a hereditary cancer syndrome.

**Preventive treatment** refers to treatment you receive without any clinical symptoms being present at the time of treatment (e.g. the removal of a pre-cancerous growth). This benefit is covered when the ‘Preventive treatment’ benefit is listed in your Table of Benefits.

**Principal country of residence** is the country where you and your dependants (if applicable) live for more than six months of the year.

**Psychiatry and psychotherapy** refers to the treatment of mental, behavioural and personality disorders, including autism spectrum and eating disorder. Treatment must be carried out by a psychiatrist, clinical psychologist or licensed psychotherapist. The condition must be clinically significant and the treatment medically necessary.

All day-care or in-patient admissions must include prescription medication related to the condition. Out-patient psychotherapy treatment (where covered) requires referral by a doctor and is limited for 10 sessions per condition initially. After every 10 sessions, a psychiatrist must review the treatment. If you need more sessions, you must send us a progress report that indicates the diagnosis and the medical necessity for further treatment.

Counselling is available through our Employee Assistance Programme (EAP) and refers to short-term, solution-focused interventions, and typically deals with current issues that are easily resolved on the conscious level. This is not meant for longer-term situations or the treatment of clinical disorders. EAP can help you and your immediate family deal with challenging situations that may arise in life, such as stress, anxiety, bereavement, workplace challenges, relationship issues, cross-cultural transition, coping with isolation and loneliness. For more information see the ‘Employee Assistance Programme (EAP)’ section of this guide.

**Reasonable and customary** refers to treatment costs that are usual within the country of treatment. We will only reimburse the cost of medical providers where their charges are reasonable and customary and in accordance with standard and generally accepted medical procedures.

**Rehabilitation** is treatment that combines therapies such as physical, occupational and speech therapy. It aims to restore original form or function after an acute illness, injury or surgery. Treatment must take place in a licensed rehabilitation facility and start within 14 days of discharge from acute medical and/or surgical treatment.

**Repatriation of mortal remains** is the transportation of the insured deceased remains from the principal country of residence to the country of burial. We cover costs such as: embalming, a container legally appropriate for transportation, shipping and the necessary government authorisations. Cremation costs will only be covered if the cremation is required for legal purposes. We do not cover costs incurred by anyone accompanying the remains unless this is listed as a specific benefit in your Table of Benefits.

**Routine maternity** refers to medically necessary costs incurred during pregnancy and childbirth. This includes hospital charges, specialist fees, the mother’s pre-natal and post-natal care, midwife fees (during labour only) and newborn care (see the definition of ‘Newborn care’ for what we cover under this benefit and for in-patient treatment limits that apply to adopted and fostered children, all babies born by surrogacy and multiple birth babies born as a result of medically assisted reproduction). We do not cover costs of complications of pregnancy and childbirth under the ‘Routine maternity’ benefit. Caesarean sections that are not medically necessary are covered up to the cost of a routine delivery in the same hospital, subject to any benefit limits. Medically-necessary caesarean sections are paid for under the ‘Complications of childbirth’ benefit.

In case of home deliveries, we will pay up to the amount specified in the Table of Benefits if your plan includes the ‘Home delivery’ benefit.
Sleep apnoea is a sleep disorder characterised by pauses in breathing or periods of shallow breathing during sleep. If this benefit is indicated in your Table of Benefits, we will provide cover for the medical necessary treatment and diagnostic procedures related to a confirmed or suspected sleep apnoea diagnosis. The costs which are covered under this benefit include professional fees, a medical necessary sleep study, other necessary diagnostic tests, medical aids and drugs, up to the limits indicated on your Table of Benefits. Please note that proof of medical necessity is required.

Specialist is a licensed doctor possessing the additional qualifications and expertise necessary to practise as a recognised specialist in diagnostic techniques, treatment and prevention in a particular field of medicine.

Specialist fees refers to non-surgical treatment performed or administered by a licensed doctor. This benefit does not include cover for psychiatrist, psychologist fees or any treatment that is already covered by another benefit under your Table of Benefits. We don't cover specialist treatment that is excluded under your policy.

Speech therapy refers to treatment carried out by a qualified speech therapist to treat diagnosed physical impairments. This includes conditions such as nasal obstruction, neurogenic impairment (e.g. lingual paresis, brain injury) or articulation disorders involving the oral structure (e.g. cleft palate).

Surgical appliances and materials are those required for surgeries. They include artificial body parts or devices such as joint replacement materials, bone screws and plates, valve replacement appliances, endovascular stents, implantable defibrillators and pacemakers.

Therapist refers to a chiropractor, osteopath, Chinese herbalist, homeopath, acupuncturist, physiotherapist, speech therapist, occupational therapist or oculomotor therapist, who is qualified and licensed under the laws of the country in which treatment takes place.

Travel costs of insured family members in the event of an evacuation/repatriation refers to the reasonable transportation costs of all insured family members of the evacuated or repatriated person, including minors who might otherwise be left unattended. If all family members can’t travel in the same vehicle with the evacuated/repatriated person, we will pay for their round-trip transport at economy rates.

The “Travel costs of insured family members in the event of a repatriation” benefit is covered if you have a repatriation plan. Cover does not include hotel accommodation or other related expenses.

Travel costs of insured family members in the event of the repatriation of mortal remains refers to reasonable transportation costs of any insured family members who had been living abroad with the insured person who died, to travel to the country of burial of the deceased. Reasonable transportation costs are considered to be round trip transport costs at economy rates. Cover does not include hotel accommodation or other related expenses.

Travel costs of insured members to be with a family member who is at peril of death or who has died refers to the reasonable transportation costs of insured family members to be with a first-degree relative who is at peril of death or who has died (up to the amount specified in your Table of Benefits). In the case of a deceased relative, travel must commence within 6 weeks of their date of death. Reasonable transportation costs are considered to be round trip transport costs at economy rates. A first-degree relative is a spouse or partner, parent, brother, sister or child, including adopted children, fostered children or step-children. When claiming, please include copies of the travel tickets and the death certificate or a doctor’s certificate supporting the reason for travel. Cover does not include hotel accommodation or other related expenses.

Treatment refers to a medical procedure needed to cure or relieve illness or injury.

Treatment of autism spectrum disorder refers to a range of therapies to improve the skills of an insured person with autism. This includes specialist medical treatment and accredited behavioural programmes. Treatment is covered as part of the ‘Psychiatry and psychotherapy’ benefit of your Out-patient Plan, if you have one. Check your Table of Benefit for any limits that may apply. We don’t cover admissions, stays or day care treatment at specialised educational facilities.
Treatment of eating disorders refers to a combination of psychotherapies, including cognitive behavioural therapy, medical monitoring, prescribed medication and nutritional counselling to treat anorexia nervosa, bulimia nervosa and binge-eating disorder.

All day-care or in-patient admissions must include prescription medication related to the condition.

Out-patient therapy (where covered) requires referral by a doctor and is limited for 10 sessions per condition initially. After every 10 sessions, a psychiatrist must review the treatment. If you need more sessions, you must send us a progress report that indicates the diagnosis and the medical necessity for further treatment.

Underwritten groups are groups where members’ medical history is assessed.

Vaccinations refer to:

- All basic immunisations and booster injections that are required by law in the country in which they are administered.
- Vaccination against Covid-19*, where this is not offered for free or only partially sponsored by the government in your country of residence.
- Medically necessary travel vaccinations.
- Malaria prevention tablets.

We cover the cost of consultation for administering the vaccine and the cost of the drug.

*We cover any Covid-19 vaccine when:

- The vaccine has completed the necessary clinical development process, including all pre-licensure vaccine clinical trials (phase I, II and III) which demonstrate its efficacy and safety.
- The vaccine has completed the multi-step approval process for the relevant regulating authority and is approved for use in the jurisdiction where you require it.

We cover the reasonable and customary cost of the Covid-19 vaccine, including the administration of the injection, in line with local public health policies related to the allocation of vaccines. We do not pay towards the travel cost if you decide to travel to a different country from where you normally reside in order to get the vaccination. Please note that cover is not intended to give you priority access to vaccines.

Video consultation services provide direct access to a doctor via a telecommunication platform. This benefit covers the costs of video consultations, as indicated in your Table of Benefits and offers medical advice, diagnosis and issuance of a prescription, if needed, for non-urgent medical care. Access to teleconsultation services and prescriptions will depend on your geographical location and local country regulations. You can make an appointment to speak to a medical practitioner in English, subject to availability. Some third party providers may offer additional core languages. Cost of medicines are not included, but delivery of medicine or referrals may or may not be included under this benefit, even when prescribed or recommended during the video consultation.

Waiting period is a period of time that begins on your policy start date (or effective date if you are a dependant), during which you are not entitled to cover for particular benefits. Your Table of Benefits shows which benefits are subject to waiting periods.

We/Our/Us is Allianz Care.

You/Your refers to the person working for the company and any dependants named on the Insurance Certificate.
Exclusions

Although we cover most medically necessary treatment, we do not cover the following expenses unless indicated otherwise in the Table of Benefits or in any written policy endorsement.

**ACQUISITION OF AN ORGAN**
Expenses for the acquisition of an organ such as, but no limited to donor search, typing, harvesting, transport and administration costs.

**CHEMICAL CONTAMINATION AND RADIOACTIVITY**
Treatment for any medical conditions arising directly or indirectly from chemical contamination, radioactivity or any nuclear material, including the combustion of nuclear fuel.

**COMPLEMENTARY TREATMENT**
Complementary treatment, with the exception of those treatments shown in the Table of Benefits.

**COMPLICATIONS CAUSED BY CONDITIONS NOT COVERED UNDER YOUR PLAN**
Expenses incurred because of complications directly caused by an illness, injury or treatment for which cover is excluded or limited under your plan.

**CONSULTATIONS PERFORMED BY YOU OR A FAMILY MEMBER**
Consultations performed and any drugs or treatments prescribed by you, your spouse, parents or children.

**DENTAL VENEERS**
Dental veneers and related procedures.

**DEVELOPMENTAL DELAY**
Delay in cognitive or physical development, unless a child has not achieved the developmental milestones expected for a child of that age. We do not cover conditions in which a child is slightly or temporarily lagging in development. The developmental delay must have been quantitatively measured by qualified medical professionals and documented as a delay in development of at least 12 months.
DRUG ADDICTION OR ALCOHOLISM
Care and/or treatment of drug addiction or alcoholism (including detoxification programmes and treatments to stop smoking), death associated with drug addiction or alcoholism, or the treatment of any condition that in our reasonable opinion is related to, or a direct consequence of, alcoholism or addiction (e.g. organ failure or dementia).

EXPERIMENTAL OR UNPROVEN TREATMENT OR DRUG THERAPY
Any form of treatment or drug therapy which in our reasonable opinion is experimental or unproven, based on generally accepted medical practice.

FAILURE TO SEEK OR FOLLOW MEDICAL ADVICE
Treatment required as a result of failure to seek or follow medical advice.

FAMILY THERAPY AND COUNSELLING
Costs in respect of a family therapist or counsellor for out-patient psychotherapy treatment.

FEES FOR THE COMPLETION OF A CLAIM FORM
Doctor’s fees for the completion of a Claim Form or other administration charges.

GENETIC TESTING
Genetic testing, except:

a) Where specific genetic tests are included within your plan.
b) Where DNA tests are directly linked to an eligible amniocentesis i.e. in the case of women aged 35 or over.
c) Where testing for genetic receptor of tumours is covered.

HOME VISITS
Home visits, unless they are necessary after the sudden onset of an acute illness that leaves you incapable of visiting your doctor or therapist.

INFERTILITY TREATMENT
Infertility treatment including medically assisted reproduction or treatment for any medical problems arising from it, unless you have a specific benefit for infertility treatment or have an Out-patient Plan. If you have an Out-patient plan we will only cover non-invasive investigations into the cause of infertility (within the limits of your Out-patient Plan).
INJURIES CAUSED BY PROFESSIONAL SPORTS
Treatment or diagnostic procedures for injuries arising from taking part in professional sports.

INTENTIONALLY CAUSED DISEASES OR SELF-INFLICTED INJURIES
Care and/or treatment of intentionally caused diseases or self-inflicted injuries, including a suicide attempt.

LASER EYE TREATMENT
Treatment to change the refraction of one or both eyes (laser eye correction).

LOSS OF HAIR AND HAIR REPLACEMENT
Investigations into and treatment for loss of hair, including hair replacement unless the loss of hair is due to cancer treatment.

MEDICAL ERROR
Treatment required as a result of medical error.

OBESITY TREATMENT
Investigations into and treatment for obesity.

ORTHOMOLECULAR TREATMENT
Please refer to the definition of "Orthomolecular treatment".

PARTICIPATION IN WAR OR CRIMINAL ACTS
Death from or treatment for any illnesses, diseases or injuries resulting from active participation in the following, whether war has been declared or not:

- War
- Riots
- Civil disturbances
- Terrorism
- Criminal acts
- Illegal acts
- Acts against any foreign hostility

PLASTIC SURGERY
Treatment carried out by a plastic surgeon, whether or not for medical/psychological purposes, and any cosmetic or aesthetic treatment to enhance your appearance, even when
medically prescribed. The only exceptions are approved gender dysphoria and reconstructive surgery necessary to restore function or appearance after a disfiguring accident or as a result of surgery for cancer, if the accident or surgery occurs during your period of cover.

**PRE- AND POST-NATAL**
Pre- and post-natal classes.

**PRE-EXISTING CONDITIONS**
For underwritten groups, pre-existing conditions (including pre-existing chronic conditions) when:

- Indicated on a Special Conditions Form that we issue before your policy starts
- Conditions were not disclosed on the application form
- Conditions arise between completing the application form and the later of the following:
  - The date we issue your Insurance Certificate or
  - The start date of your policy

Such conditions will also be subject to medical underwriting and if not disclosed, will not be covered.

**PRODUCTS SOLD WITHOUT PRESCRIPTIONS**
Products that can be purchased without a doctor’s prescription, except where a specific benefit covering these costs appears in the Table of Benefits.

**SEX CHANGE**
Sex change related operations and related treatments such as:

- Blepharoplasty
- Cheek/malar implants
- Chin/nose implants
- Collagen injections
- Face/forehead lift
- Facial bone reduction (osteoplasty)
- Hair removal/hair transplantation
- Jaw reduction
- Laryngoplasty
- Rhinoplasty
- Skin resurfacing (e.g., dermabrasion, chemical peels)
• Thyroid reduction chondroplasty
• Neck tightening
• Lip enhancement
• Botox and filler injections

SLEEP DISORDERS
Treatment of sleep disorders, including insomnia, obstructive sleep apnoea, narcolepsy, snoring and bruxism.

SPEECH THERAPY
Speech therapy related to developmental delay, dyslexia, dyspraxia or expressive language disorder.

STAYS IN A CURE CENTRE
Stays in a cure centre, bath centre, spa, health resort and recovery centre, even if the stay is medically prescribed.

STERILISATION, SEXUAL DYSFUNCTION AND CONTRACEPTION
Investigations into, treatment of and complications arising from:

• Sterilisation.
• Sexual dysfunction (unless as a result of a total prostatectomy following cancer surgery).
• Contraception (including the insertion and removal of contraceptive devices and all other contraceptives, even if prescribed for medical reasons). The only exception is where contraceptives are prescribed by a dermatologist for the treatment of acne.

SURROGACY
Treatment directly related to surrogacy whether you are acting as a surrogate, or are the intended parent.

TERMINATION OF PREGNANCY
Termination of pregnancy, except where the life of the pregnant woman is in danger.

TRAVEL COSTS
Travel costs to and from medical facilities (including parking costs) for treatment, except when covered under 'Local ambulance', 'Medical evacuation' and 'Medical repatriation' benefits.
TREATMENT IN THE USA IN THE FOLLOWING CASES
 Treatment in the USA if we believe that cover was taken out with the purpose of travelling to the USA to get treatment for a condition or symptoms you were aware of:

• before being insured with us
• before having the USA in your region of cover

If we paid any claims in these circumstances, we reserve the right to seek reimbursement from you.

TREATMENT OUTSIDE THE GEOGRAPHICAL AREA OF COVER
 Treatment outside the geographical area of cover unless for emergencies or authorised by us.

TRIPLE/BART’S, QUADRUPLE OR SPINA BIFIDA TESTS
 Triple/Bart’s, Quadruple or Spina Bifida tests, except for women aged 35 or over.

TUMOUR MARKER TESTING
 Tumour marker testing, unless you have previously been diagnosed with the specific cancer in question, in which case cover is provided under the ‘Oncology’ benefit.

VESSEL AT SEA
 Medical evacuation/repatriation from a vessel at sea to a medical facility on land.

VITAMINS OR MINERALS
 Products classified as:

• Vitamins and minerals (except during pregnancy or to treat diagnosed vitamin deficiency syndromes).
• Supplements such as, infant formula and cosmetic products.

These products are excluded even if they are medically recommended, prescribed or acknowledged as having therapeutic effects. Costs incurred as a result of nutritional or dietary consultations are also not covered, unless a specific benefit shows in your Table of Benefits.
BENEFITS THAT ARE NOT IN YOUR TABLE OF BENEFITS
The following benefits or any adverse consequences or complications relating to them, unless otherwise indicated in your Table of Benefits:

- Dental treatment, dental surgery, periodontics, orthodontics and dental prostheses. The only exception is oral and maxillofacial surgical procedures, which are covered within the overall limit of your Core Plan.
- Dietician fees.
- Expenses for one person accompanying an evacuated/repatriated person.
- Health and wellbeing checks including screening for the early detection of illness or disease.
- Home delivery.
- Infertility treatment.
- In-patient psychiatry and psychotherapy treatment.
- Medical repatriation.
- Organ transplant.
- Out-patient psychiatry and psychotherapy treatment.
- Prescribed glasses and contact lenses including eye examination.
- Prescribed medical aids.
- Preventive treatment.
- Rehabilitation treatment.
- Routine maternity.
- Travel costs of insured family members in the event of an evacuation/repatriation.
- Travel costs of insured family members in the event of the repatriation of mortal remains.
- Travel costs of insured members to be with a family member who is at peril of death or who has died.
- Vaccinations.

ACCIDENTAL DEATH BENEFIT
Accidental death benefit, if the death of an insured person has been caused directly or indirectly by:

- Active participation in war, riots, civil disturbances, terrorism, criminal acts, illegal acts or acts against any foreign hostility, whether war has been declared or not.
- Intentionally caused diseases or self-inflicted injuries, including suicide, within one year of the enrolment date of the policy.
• Active participation in underground or underwater activity such as underground mining or deep-sea diving.
• Above-water activity (such as on oil platforms or oil rigs) and aerial activity, unless specifically covered under the Company Agreement.
• Chemical or biological contamination, radioactivity or any nuclear material contamination, including the combustion of nuclear fuel.
• Passive war risk:
  - Being in a country where the British government has recommended that their citizens leave (this condition will apply regardless of the insured person’s nationality) and has advised against “all travel” to that location or
  - Travelling to or staying, for more than 28 days per stay, in a country or an area where the British government advises “against all but essential travel”.
The passive war risk exclusion applies regardless of whether the claim arises directly or indirectly as a consequence of war, riots, civil disturbances, terrorism, criminal acts, illegal acts or acts against any foreign hostility, whether war has been declared or not.
• Being under the influence of drugs or alcohol.
• Death that takes place more than 365 days after the occurrence of the accident.
• Deliberate exposure to danger, except in an attempt to save human life.
• Intentional inhalation of gas or intentional ingestion of poisons or legally prohibited drugs.
• Flying in an aircraft, including helicopters, unless the insured person is a passenger and the pilot is legally licensed, or is a military pilot and has filed a scheduled flight plan when required by local regulations.
• Active participation in extreme or professional sports including, but not limited to:
  - Mountain sports such as abseiling, mountaineering and racing of any kind (except for racing on foot).
  - Snow sports such as bobsleigh, luge, mountaineering, skeleton, skiing off-piste and snowboarding off-piste.
  - Equestrian sports such as hunting on horseback, horse jumping, polo, steeple chasing or horse-racing of any kind.
  - Water sports such as potholing (solo caving) or cave diving, scuba diving to a depth of more than 10 metres, high diving, white water rafting and canyoning.
  - Car and motorcycle sports such as motorcycle riding and quad biking.
  - Combative sports.
  - Air sports such as flying with a microlight, ballooning, hang gliding, paragliding, parascending and parachute jumping.
  - Various other sports such as bungee jumping.
Talk to us, we love to help!

If you have any queries, please do not hesitate to contact us:

24/7 Helpline for general enquiries and emergency assistance

<table>
<thead>
<tr>
<th>Language</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>+353 1 630 1301</td>
</tr>
<tr>
<td>German</td>
<td>+353 1 630 1302</td>
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<tr>
<td>French</td>
<td>+353 1 630 1303</td>
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<td>Spanish</td>
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<td>Italian</td>
<td>+353 1 630 1305</td>
</tr>
<tr>
<td>Portuguese</td>
<td>+353 1 645 4040</td>
</tr>
</tbody>
</table>


*If you are not able to access the toll-free numbers from a mobile phone, please dial one of the Helpline numbers listed above.*

*Calls to our Helpline will be recorded and may be monitored for training, quality and regulatory purposes. Please note that only the policyholder (or an appointed representative) or the Group Scheme Manager can make changes to the policy. Security questions will be asked of all callers to verify identity.*

Email: client.services@allianzworldwidecare.com

Fax: +353 1 630 1306

Allianz Care, 15 Joyce Way, Park West Business Campus, Nangor Road, Dublin 12, Ireland.

www.allianzcare.com
Table of Benefits

Effective date: 01 January 2022
Group renewal date: 01 January 2023

Treatment Guarantee (pre-authorisation) may be required for some benefits as indicated by a '1' or a '2' in the table(s) below. Please refer to the "Notes" section for further details.

All benefit and deductible amounts are per person, per year of cover, unless otherwise indicated.

<table>
<thead>
<tr>
<th>Benefit limit</th>
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</thead>
<tbody>
<tr>
<td>Overall Maximum Benefit € 10,000,000.00</td>
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### The Energy Charter Secretariat Core Plan

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Benefit limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospital accommodation - Private room</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Intensive care</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Prescription drugs and materials (in-patient and day-care treatment only) (Prescription drugs are those which legally can only be purchased when you have a doctor’s prescription)</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Surgical fees, including anaesthesia and theatre charges</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Physician and therapist fees (in-patient and day-care treatment only)</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Surgical appliances and materials</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Diagnostic tests (in-patient and day-care treatment only)</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Organ transplant</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Psychiatry and psychotherapy (in-patient and day-care treatment only)</td>
<td>€ 1,580.00</td>
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<tr>
<td>Accommodation costs for one parent staying in hospital with an insured child under 18</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Emergency in-patient dental treatment</td>
<td>Full Refund</td>
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<tr>
<td>Service</td>
<td>Coverage</td>
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<td>------------------------------------------------------------------------</td>
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<tr>
<td>Day-care treatment</td>
<td>Full Refund</td>
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<tr>
<td>Kidney dialysis</td>
<td>Full Refund</td>
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<tr>
<td>Out-patient surgery</td>
<td>Full Refund</td>
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<tr>
<td>Nursing at home or in a convalescent home (immediately after or instead of hospitalisation)</td>
<td>€ 70.00 per day</td>
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<tr>
<td>Local ambulance</td>
<td>93% refund</td>
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<tr>
<td>Emergency treatment outside area of cover (for trips of a maximum period of six weeks)</td>
<td>42 day limit</td>
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<tr>
<td>CT and MRI scans (in-patient and out-patient treatment)</td>
<td>Full Refund</td>
</tr>
<tr>
<td>PET and CT-PET scans (in-patient and out-patient treatment)</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Oncology (in-patient, day-care and out-patient treatment)</td>
<td>Full Refund</td>
</tr>
<tr>
<td>- Purchase of a wig, prosthetic bra or other external prosthetic device for cosmetic purposes</td>
<td>€ 224.00</td>
</tr>
<tr>
<td>Routine maternity (in-patient and out-patient treatment)</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Complications of pregnancy and childbirth</td>
<td>Full Refund</td>
</tr>
<tr>
<td>In-patient cash benefit (per night) (where treatment has been received free of charge)</td>
<td>25 day limit € 175.00 per day</td>
</tr>
<tr>
<td>Palliative care</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Long term care</td>
<td>90 day limit per member lifetime</td>
</tr>
<tr>
<td>MyHealth Digital Services: Manage your cover online with our app or portal anytime, anywhere; Submit and track progress of claims; Access your policy documents, health services, payment details and more</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Elective abortion</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Employee Assistance Programme offers access to a range of 24/7 multilingual support services as follows: Confidential, professional counselling (in-person, phone, video and chat); Legal and financial support services; Critical incident support; Wellness website access</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Olive. Our Health &amp; Wellness support program includes, for example: HealthSteps fitness app; Access to wellness resources</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Second Medical Opinion Service offers access to expert help on the best treatment options available if you have been diagnosed with a serious illness or had surgery recommended</td>
<td>Full Refund</td>
</tr>
</tbody>
</table>
### The Energy Charter Secretariat Core Plan

<table>
<thead>
<tr>
<th>Service</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Security Services offers 24/7 access to personal security</td>
<td>Full Refund</td>
</tr>
<tr>
<td>information and advice for all your travel safety queries. This</td>
<td></td>
</tr>
<tr>
<td>includes: Emergency Security Assistance Hotline (not a free phone</td>
<td></td>
</tr>
<tr>
<td>number); Country intelligence and security advice; Daily security</td>
<td></td>
</tr>
<tr>
<td>news updates and travel safety alerts</td>
<td></td>
</tr>
</tbody>
</table>

### The Energy Charter Secretariat Out-patient Plan

<table>
<thead>
<tr>
<th>Service</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical practitioner fees</td>
<td>93% refund</td>
</tr>
<tr>
<td>Video consultation services</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Prescription drugs (Prescription drugs are those which legally can</td>
<td>93% refund</td>
</tr>
<tr>
<td>only be purchased when you have a doctor’s prescription)</td>
<td></td>
</tr>
<tr>
<td>Specialist fees</td>
<td>93% refund</td>
</tr>
<tr>
<td>Diagnostic tests</td>
<td>93% refund</td>
</tr>
<tr>
<td>Vaccinations</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Chiropractic treatment, osteopathy, homeopathy, Chinese herbal</td>
<td>Full Refund</td>
</tr>
<tr>
<td>medicine, acupuncture and podiatry (max. 12 sessions per condition</td>
<td></td>
</tr>
<tr>
<td>for chiropractic treatment and max. 12 sessions per condition for</td>
<td></td>
</tr>
<tr>
<td>osteopathic treatment, subject to the benefit limit)</td>
<td></td>
</tr>
<tr>
<td>- Chiropractic treatment</td>
<td>Max. 12 per claim (diagnosis) per year</td>
</tr>
<tr>
<td>- Osteopathy</td>
<td>Max. 12 per claim (diagnosis) per year</td>
</tr>
<tr>
<td>Prescribed physiotherapy (initially limited to 12 sessions per</td>
<td>Full Refund</td>
</tr>
<tr>
<td>condition; limit also applies to prescribed and non-prescribed</td>
<td></td>
</tr>
<tr>
<td>physiotherapy sessions, where combined)</td>
<td></td>
</tr>
<tr>
<td>- Non-prescribed physiotherapy (visits)</td>
<td>Max. 5</td>
</tr>
<tr>
<td>Prescribed medical aids</td>
<td>93% refund</td>
</tr>
<tr>
<td>Prescribed drugs/ Over-the-counter drugs (must be prescribed by a</td>
<td>93% refund</td>
</tr>
<tr>
<td>physician, although a prescription is not legally required for purchase)</td>
<td></td>
</tr>
<tr>
<td>Annual eye examination</td>
<td>Max. 1</td>
</tr>
<tr>
<td>Annual pap smear</td>
<td>Max. 1</td>
</tr>
<tr>
<td>Frames and liquid for contact for prescribed lenses</td>
<td>€ 162.00 for a period of 2 years</td>
</tr>
<tr>
<td>Health and wellbeing checks (from age 18 years and older)</td>
<td>Max. 1 for a period of 2 years</td>
</tr>
</tbody>
</table>
### The Energy Charter Secretariat Out-patient Plan

<table>
<thead>
<tr>
<th>Service</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health and wellbeing checks (up to and including 18 years of age)</td>
<td>Max. 1</td>
</tr>
<tr>
<td>Prescribed disposable contact lenses</td>
<td>€ 165.00</td>
</tr>
<tr>
<td>Prescribed lenses and contact lenses</td>
<td>93% refund</td>
</tr>
<tr>
<td>- Contact lenses</td>
<td>Max. 1</td>
</tr>
<tr>
<td>- Lenses for prescribed glasses</td>
<td>Max. 1</td>
</tr>
<tr>
<td>Prescribed orthoptic treatment</td>
<td>93% refund</td>
</tr>
<tr>
<td>Prescribed speech therapy</td>
<td>Full Refund</td>
</tr>
<tr>
<td>Psychiatry and psychotherapy (referral from doctor required for psychotherapy)</td>
<td>€ 1,549.00</td>
</tr>
</tbody>
</table>

### The Energy Charter Secretariat Dental Plan

<table>
<thead>
<tr>
<th>Service</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dental treatment</td>
<td>93% refund</td>
</tr>
<tr>
<td>Dental surgery</td>
<td>93% refund</td>
</tr>
<tr>
<td>Periodontics</td>
<td>93% refund</td>
</tr>
<tr>
<td>Dental prosthesis</td>
<td>93% refund</td>
</tr>
<tr>
<td>Orthodontic treatment</td>
<td>93% refund</td>
</tr>
</tbody>
</table>

### Life cover for Corporate Groups

<table>
<thead>
<tr>
<th>Service</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment of a capital sum</td>
<td>Full Refund</td>
</tr>
</tbody>
</table>

### Permanent Disability cover for Corporate Groups - Annuity

<table>
<thead>
<tr>
<th>Service</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Disability Annuity</td>
<td>Full Refund</td>
</tr>
</tbody>
</table>

### Temporary Disability annuity for Corporate Groups

<table>
<thead>
<tr>
<th>Service</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary Disability Annuity</td>
<td>Full Refund</td>
</tr>
</tbody>
</table>
NOTES

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Treatment Guarantee/Pre-authorisation

Treatment Guarantee/Pre-authorisation is a process whereby we guarantee cover for certain required treatment and costs (where covered) as follows:

• All in-patient benefits¹ listed.

• Day-care treatment².

• Kidney dialysis².

• Out-patient surgery².

• MRI (Magnetic Resonance Imaging) scan. Treatment Guarantee is only required for this test if you would like us to settle the bill directly with the medical provider.

• PET² (Positron Emission Tomography) and CT-PET² scans.

• Nursing at home or in a convalescent home².

• Routine maternity² and complications of pregnancy and childbirth² (in-patient treatment only).

• Oncology² (in-patient and day-care treatment only).

• Palliative care².

• Long term care².

For the treatments listed above, please note that you and your physician should complete the relevant sections of a Treatment Guarantee Form and send it to us for approval prior to the commencement of your treatment.

It is highly recommended that you take advantage of this facility as this will provide you with the benefit of cashless access to hospitals for in-patient treatment, as well as the added advantage of having your treatment overseen by our team of medical professionals.

For further details please refer to our Benefit Guide, or simply contact our Helpline.

Chronic conditions

Chronic conditions are covered within the terms of your policy. Please refer to the “Definitions” section of our Benefit Guide for further information or simply contact our Helpline.

Pre-existing conditions

Pre-existing conditions are covered within the terms of your policy. For further details please refer to the “Definitions” section of our Benefit Guide or simply contact our Helpline.
Benefit limits

There are two kinds of benefit limits shown in the Table of Benefits. The maximum plan benefit, which applies to certain plans, is the maximum we will pay for all benefits in total, per member, per Insurance Year, under that particular plan. Some benefits also have a specific benefit limit, which may be provided on a "per Insurance Year" basis, a "per lifetime" basis or on a "per event" basis, such as per trip, per visit or per pregnancy. In some instances we will pay a percentage of the costs for the specific benefit e.g. "65% refund, up to €5,000". Where a specific benefit limit applies or where the term "Full refund" appears next to certain benefits, the refund is subject to the maximum plan benefit, if one applies to your plan(s). All limits are per member, per Insurance Year, unless otherwise stated in your Table of Benefits.

Policy Terms and Conditions

The Table of Benefits outlines the cover we offer under your policy. Please note that cover is subject to our standard policy definitions, limitations and exclusions. These are detailed in our Benefit Guide, which is issued to you upon policy inception. Our current Benefit Guide can also be downloaded from our website www.allianzcare.com

Policy Endorsement(s)

If there are any policy terms and conditions unique to your policy they will be listed below. Please read carefully in conjunction with our Benefit Guide.

Certain services which may be included in your plan are provided by third party providers outside the Allianz group, such as the Employee Assistance Programme, Travel Security services, HealthSteps app, Second Medical Opinion and tele-medicine services. If included in your plan, these services will show in this Table of Benefits. These services are made available to you subject to your acceptance of the terms and conditions of your policy and the terms and conditions of the third parties. These Services may be subject to geographical restrictions. The HealthSteps app does not provide medical or health advice and the wellness resources contained within Olive are for informational purposes only. The HealthSteps app and the wellness resources contained within Olive shouldn’t be regarded as a substitute for professional advice (medical, physical or psychological). They are also not a substitute for the diagnosis, treatment, assessment or care that you may need from your own doctor. You understand and agree that AWP Health & Life SA (Irish Branch) and AWP Health & Life Services Limited are not responsible or liable for any claim, loss or damage, directly or indirectly resulting from your use of any of these third party services.

The following additional Definitions will apply:

- Orthoptic treatment is the investigation, diagnosis and treatment for disorders of binocular single vision and problems relating to reduced vision. This also covers assessment of abnormal eye movements, due to nerve palsy, injury to the eye, eye movement problems, or complaints of diplopia. Cover includes treatment with prisms, eye exercises or eye-patches.

- Elective abortion refers to termination of pregnancy with or without medical necessity in accordance with the laws of the jurisdiction in which treatment is received.

The exclusions mentioned in our benefit guide do not apply. However, the below exclusions do apply to your policy:

A. The coverage does not extend to:

- Sickness or accidents resulting directly from alcoholic intoxication or from the use of drugs which have not been medically prescribed;
- The direct or indirect results of explosions, heat release or irradiation produced by transmutation of the atomic nucleus or by radio-activity or resulting from radiations produced by the artificial acceleration of nuclear particles;

- The consequences of voluntary and intentional action on the part of the insured person, e.g. attempted suicide and voluntary mutilation, it being however understood that the consequences of an attempt to save human life are covered;

- The results of wounds or injuries resulting from motor-vehicles racing and dangerous competitions, the normal competitions of sports for amateurs being covered;

- The consequences of accidents resulting from sports being obviously dangerous, such as, alpinism of the high mountains with escalades of rocks and glaciers normally done by the means of ropes, underwater diving by means of an artificial air producing apparatus, boxing, bobsleigh, karate, speleology, air sports, acrobatic sports;

- The consequences of insurrections or riots, if by taking part the insured person has broken the applicable laws, the consequences of brawls, except in case of self-defence.

B. Aircraft accidents are only covered if the insured person, as a passenger, in on board of an aircraft that possesses a valid certificate of airworthiness and is piloted by a person in possession of a valid licence for the type of aircraft in question.

C. The risks of war, civil war, rebellion, revolution, insurrection, riot, etc. are excluded from the benefits of this policy.

The insurance is suspended for insured persons who are mobilized or volunteer for military service.

D. Also, this scheme does not cover:

- Routine health examinations and preventive medicines;

- Spa cures, rejuvenation cures and cures in “nature clinics” and “health farms”;

- Cosmetic treatment, except as the result of an accident for which coverage is provided;

- Non-prescriptions items, hygienic and dietary products;

E. Cover for the cervical cancer vaccination is included under the standard Vaccinations benefit

In case the medical expenses are a consequence of a service incurred condition, these expenses will be reimbursed at 100%. without application of the mentioned limitations.
Contact details

If you have any questions or need any help, please email us at: IGOhelpline@allianzworldwidecare.com. Or you can call our Helpline 24 hours a day, 7 days a week on: + 32 2 210 6501.
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This policy is subject to the General Conditions and the Schedule. The Schedule shall prevail over the General Conditions if contradictory or different.
CHAPTER 1. DEFINITIONS
Within the framework of the application of the present Conditions, the terms below must be understood as follows:

1.1. LUGGAGE
Travelling bags, suitcases and hand luggage including their contents insofar as these contain clothes, personal possessions and objects for professional use - property of, rented or leased by the employer - that were taken by the INSURED PERSON during a JOURNEY or were acquired during that JOURNEY. The following is not considered as luggage: animals • merchandise • test and/or promotion material • scientific material • material for research • building materials • furniture • motor vehicles • trailers • caravans • motor homes • boats and aircraft.

1.2. ASSISTANCE CENTER
Service staff appointed by the COMPANY to provide assistance.

1.3. ABROAD
Any country with the exclusion of:
• the country of domicile of the INSURED PERSON;
• the country of normal residence of the INSURED PERSON;
• the country of normal employment of the INSURED PERSON.

1.4. CIVIL WAR
Armed opposition of two or more parties belonging to the same state for ethnic, religious or ideological reasons. The following is also to be considered as such: an armed uprising • a revolution • revolt • a coup • the consequences of martial law • closure of borders ordered by a government or by local authorities.

1.5. THIRD PARTY
Any natural person or legal entity with the exception of:
• the INSURED PERSON himself/herself;
• the direct ancestors and descendants, as well as any person living under the same roof as the INSURED PERSON.

1.6. FAMILY MEMBER
PARTNER and/or CHILD of the INSURED PERSON.

1.7. RELATIVE
PARTNER, father, mother, sister, brother, child, grandchild, grandparent of the INSURED PERSON.

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

1.9. MEDICAL PRACTITIONER
Doctor in medicine and/or member of a Medical Order legally fit to exercise medicine in the country where the injury and/or treatment of the said injury occurred.

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

1.11. HIJACKING
Illegal takeover of the control of a public means of transport in which the INSURED PERSON is travelling as a passenger.

1.12. VALUABLES (AND ACCESSORIES)
• photographic material • camera, video, DVD and audio equipment;
• Telescopes • binoculars • shotguns;
• Jewellery • clocks • jewels • goods partially or entirely made of precious metal • precious stones • pearls • furs • leather clothes;
• Portable computers • hardware and software • telephone sets;
• In general objects with a purchase value of over € 2,500 incl. VAT.

1.13. PHYSICAL INJURY
Any physical harm suffered by a person.
1.14. COMPANY
AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue John F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, http://www.caa.lu/

AIG Europe S.A., Belgium branch is located Pleinlaan 11, 1050 Brussels, Belgium. RPM/RPR Brussels - VAT number: 0692.816.659. AIG Europe S.A. Belgium branch is registered with the National Bank of Belgium (NBB) under the number 3084. The NBB is located at de Berlaimontlaan 14, 1000 Brussels, www.nbb.be.

1.15. MATERIAL DAMAGE
Any change, damage, accidental damage to and/or destruction of an object or substance including any physical injury to animals.

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

The following is considered equal to these, insofar as occurred to the INSURED PERSON during the duration of the contract:
• Health disorders that result directly and exclusively from a warranted ACCIDENT or from an effort to save endangered persons or goods;
• Inhalation of gases or absorption of poisonous or corrosive substances;
• Dislocation, twists, pulled muscles or tears as a result of a sudden exertion;
• Disorders as a result of freezing, sun or heat;
• Drowning;
• Anthrax, rabies or tetanus.

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

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

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

1.19. JOURNEY
Movement of the INSURED PERSON with a destination ABROAD.

1.20. TERRORISM
ABROAD and/or in the country of destination of the return journey due to which the airport(s) and/or the airspace and/or the terminal or station is/are closed:
• Any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption;
• Commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalist, political, racial or religious interests, whether such interests are declared or not;
• Any act which is verified or recognised by the (relevant) government as an act of terrorism.

The following are not considered as a terrorist action:
• Any activity of uprising, strike, revolt, revolution, attacks with the use of nuclear, biological or chemical weapons;
• Criminal facts, thefts and raids, intended for someone’s own profit or committed in the framework of a relational conflict between the offender and the victim.

1.21. INSURED PERSON
Any person to whom the insurance applies as determined in the Special Conditions.

1.22. POLICYHOLDER
The signatory to the contract.

1.23. HOSPITAL
An institution, recognised by the Ministry of Public Health of the country where loss or the treatment occurs, for the medical treatment of patients and persons who suffer an ACCIDENT, with the exclusion of: health resorts, sanatoria, institutions for mental patients and for revalidation, rest homes and similar institutions.
1.24. HOSPITALISATION
Medically required stay in a HOSPITAL for the treatment of an ILLNESS or ACCIDENT.

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

1.26. URGENT TRAVEL COSTS
Unexpected additional travel and accommodation costs incurred by an INSURED or any person joining an INSURED to stay in his presence or support him/her.

1.27. COUNTRY OF DOMICILE
The country where the person is registered primarily on the population register and where this person get his main residence.

CHAPTER 2. GENERAL PROVISIONS

2.A. Objective of the Contract
The objective of this contract is to ensure that the INSURED PERSON enjoys the guarantees and amounts that have been laid down in the Special Conditions with application of these General Terms and Conditions.

2.B. Territoriality
The INSURED PERSON is entitled to the guarantees set out in the Special Conditions during:
• the first 90 consecutive calendar days of his/her/their temporary stay ABROAD Including the journey back and forth;
• journeys within the country of domicile and/or the country of usual residence and/or the country of usual employment of the INSURED PERSON, with at least one overnight hotel stay, whereby the guaranteed coverage for Medical Costs (art.3.C.), Legal Liability (art.3.J.) are not covered.

2.C. Duration of the Contract
The contract will take effect on the date stated in the Special Conditions, but the INSURED PERSON will only be entitled to the guarantees after payment of the first premium.

The contract will automatically be extended in accordance with the applicable insurance law for consecutive periods of one year, unless otherwise stated in the Special Conditions and with the exception of notice of termination in accordance with the conditions stipulated in art.2.H.

2.D. Premium Payment
The premium has to be paid in advance. The premium is due and payable at the place of residence of the POLICYHOLDER on presentation of the receipt, or upon notification of the due date of the premium.

The amount will be increased by the legally imposed taxes and contributions. The premium is to be paid by the due date after receipt of a notification requesting payment from the POLICYHOLDER.

In case of non-payment of the premium, the stipulations of the law of 4 April 2014 on insurances will be applicable.

2.E. Modification of the Risk
The COMPANY must be informed of any change of the risk within 60 calendar days.

In all cases of disappearance and decrease or increase within the risk, the parties must act as stipulated in the law of 4 April 2014 on insurances.

2.F. Rate Increase
If the COMPANY increases its rates, it will be entitled to apply the resulting premium on the next due date of the premium. The COMPANY will inform the POLICYHOLDER of this and the POLICYHOLDER will be entitled to give notice of termination of the contract by registered letter before the next due date of the premium, and within 30 calendar days after the date on which the notification by the COMPANY is given. After expiry of the period of 30 calendar days, the new premium will be considered as accepted.

2.G. Waiver of Recourse
The COMPANY will waive any recourse in respect of the liable third party/parties for the guaranteed payment for Accidental Death (art 3.A.) and Permanent Invalidity Following An Accident (art. 3.B.).
2.H.1. The COMPANY will be entitled to terminate the contract:
2.H.1.a. on each annual renewal date of the contract;
2.H.1.b. if, in case of unintentional concealment or unintentional incorrect statement of information in respect of the description of the risk, during the conclusion of the contract and in case of change of the risk, the proposal to change the contract is rejected by the POLICYHOLDER within the period of one month to be calculated from the receipt of this proposal, within a period of 15 calendar days after receipt of the rejection (art.60 of the law of 4 April 2014 on insurances);
2.H.1.c. in case of non-payment of the premium (pursuant to law of 4 April 2014 on insurances);
2.H.1.d. after each notification of a loss, but not later than one month after payment of the compensation or refusal thereof;
2.H.1.e. in case of bankruptcy of the POLICYHOLDER, but at the earliest three months after the bankruptcy order.
2.H.2. The POLICYHOLDER is entitled to terminate the contract:
2.H.2.a. on each annual renewal date of the contract;
2.H.2.b. in case of change of the insurance terms or of the rates;
2.H.2.c. if, in case of change of the risk, the contracting parties do not reach an agreement;
2.H.2.d. after each notification of a loss, but not later than one month after payment of the compensation or refusal thereof.
2.H.3. The contract may be terminated by registered letter, by bailiff’s summons or by hand delivery of the letter of termination of the contract against a receipt. With the exception of the cases described elsewhere in these terms and conditions, the termination will take effect after a period of one month, to be calculated from the day following the serving or the date of the receipt, or in case of a registered letter, to be calculated from the day following the submission to the Post Office. Termination of the contract by the COMPANY after notification of a loss will, at the earliest, take effect three months after the day of the serving of the summons. However, it may take effect one month after the day of the serving thereof, if the POLICYHOLDER, the INSURED PERSON or the beneficiary has not fulfilled one of his/her obligations with the intent to mislead the COMPANY.

2.H.4.a. In case of termination of the contract for whatever reason, the paid premiums relating to the insurance period after the termination has taken effect will be repaid.
2.H.4.b. In case of partial termination or in case of any other reduction of the insurance coverage, the stipulations of art.2.H.4.a. are only applicable to that part of the premium that relates to and is proportionate to that reduction.

2.I. Age Limit
The age limit upon conclusion of the contract is 70 years of age. The coverage will in any case end on the next due date following the 75th birthday of the INSURED PERSON.

2.J. Beneficiary/Beneficiaries in Case of Death
In case of death of the INSURED PERSON, his/her beneficiary/beneficiaries will be: the beneficiary/beneficiaries denoted by the INSURED PERSON/POLICYHOLDER; in the absence of which, the not-legally-separated spouse of the INSURED PERSON; in the absence of which, the children of the INSURED PERSON; in the absence of which, the PARTNER of the INSURED PERSON; in the absence of which, the legal heirs of the INSURED PERSON, with the exception of the State. By this it is understood that the creditors, including the tax authorities, are not entitled to the compensation. The INSURED PERSON/POLICYHOLDER has a free choice of beneficiary by a simple statement in the insurance proposal or by means of a registered letter to the COMPANY. With the exception of the cases of acceptance of beneficial entitlement, the INSURED PERSON/POLICYHOLDER may change the denoted beneficiary at all times, and this unilaterally, by means of a registered letter to the COMPANY.

2.K. Aviation Risk
Within the scope of the insurance will be: the use as a passenger, of all aircraft or helicopters that have been licensed for public passenger transport, insofar as the INSURED PERSON is not part of the crew, or does not carry out any professional or other activity whatsoever during the flight, in respect of the aircraft, or in connection with the flight.

2.L. Domicile
For this contract, the COMPANY has its sole domicile at its registered office in Brussels. Any notification to the POLICYHOLDER will be done validly at his/her last address, officially known to the COMPANY.
2.M. Governing legislation and settlement of complaints and disputes

Applicable law
The provisions of the present contract are governed by the law of 4 April 2014 on insurances and by all its extensions, modifications and executory decisions.

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

- By e-mail: belgium.complaints@aig.com
- By phone: 02 739 9690
- By fax: 02 739 9393
- By ordinary mail: AIG Europe S.A., Complaints, Pleinlaan 11, 1050 Brussels

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

Ombudsman for Insurances
If the COMPANY cannot provide the INSURED with a satisfactory solution and if the complaint of the INSURED relates to the insurance agreement, the INSURED can also address the Ombudsman for insurances at de Meussquare 35, 1000 Brussels - TEL 02 547 5871 - FAX 02 547 5975 – info@ombudsman.as – www.ombudsman.as.

As AIG Europe S.A. is a Luxembourg based insurance company, in addition to the complaints procedure set out above, you have access to Luxembourg mediator bodies for any complaints you may have regarding this Policy. Contact details of the Luxembourg mediator bodies are available on AIG Europe S.A.’s website: http://www.aig.lu/.

Filing a complaint does not prejudice the possibility of the INSURED to start legal proceedings.

Jurisdiction
Any dispute between parties will be subject to the exclusive competence of the Belgian courts.

2.N. Subrogation
By paying the compensation, the COMPANY becomes subrogated to the rights and claims of the INSURED PERSON or the beneficiary/beneficiaries in respect of the liable third party/parties for the amount of the compensation.

2.O. Personal Data

How we use Personal Information
We are committed to protecting the privacy of customers, claimants and other business contacts.

“Personal Information” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) to share their Personal Information with us.

The types of Personal Information we may collect and why - Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) or (where we require it and are legally permitted to collect it) information about criminal convictions, as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Assessments and decisions about the provision and terms of insurance and the settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis
- (Internal) audit
Sensitivity of Personal Information – In connection with the provision of insurance and the assessment of a claim, we will collect, use and disclose certain Sensitive Personal Information concerning your health and medical conditions. Where we do this, we will do so with your explicit consent and as otherwise permitted by law.

Sharing of Personal Information – For the above purposes, Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer – Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of your Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to request that we correct inaccurate data, erase data, or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator in your country. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at http://www.aig.be/privacy or you may request a copy by writing to: Data Protection Officer, AIG Europe, Pleinlaan 11, 1050 Brussels or by email at: dataprotectionofficer@be.aig.com.

2.P. Notification of a Loss
2.P.1. As soon as possible, but in any case within eight calendar days to be calculated from the moment that he/she becomes aware of a loss, the INSURED PERSON/POLICYHOLDER must notify the COMPANY of that damage. However, the COMPANY is not entitled to refer to non-compliance with the above-mentioned period, if the notification was made as soon as reasonably possible.

2.P.2. The INSURED PERSON/POLICYHOLDER will provide the COMPANY without delay with all the useful information and answer to the questions that are asked in order to establish the circumstances and extent of the loss.

2.P.3. In respect of any insurance for compensation of a loss, the INSURED PERSON/POLICYHOLDER will take all reasonable measures to prevent and limit the consequences of the loss.

2.P.4. If the INSURED PERSON/POLICYHOLDER does not fulfil one of the aforementioned obligations and this results in harm to the COMPANY, the latter will be entitled to claim a reduction of its coverage to the amount of the harm suffered by it.

2.P.5. The COMPANY is entitled to refuse its coverage, if the INSURED PERSON/POLICYHOLDER has, with fraudulent intent, not fulfilled the above-mentioned obligations.

2.Q. Compensation
The compensation will be determined on the basis of the medical and factual data that the COMPANY has available. The INSURED PERSON and/or the beneficiary/beneficiaries will be entitled to accept or reject it. In the latter case, he/she must inform the COMPANY of his/her objection by registered letter within 90 calendar days after having been informed of the amount of the compensation. All compensations are payable without interest after acceptance by the INSURED PERSON, POLICYHOLDER and/or beneficiary/beneficiaries. Any claim for compensation in case of refusal by the COMPANY will expire 3 years after the refusal was notified by registered letter.

2.R. General Exclusions
This policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Iran, Syria, North Korea, or the Crimea region.
CHAPTER 3. OVERVIEW OF THE INSURANCE BENEFITS

3.A. DEATH AFTER ACCIDENT

3.A.1. Guarantee

If the INSURED PERSON dies within the period of two years following the covered ACCIDENT exclusively from the consequences of that accident, the amount stated in the Special Conditions will be remitted to the beneficiary/beneficiaries.

If, after expiry of a period of at least six months following the ACCIDENT and after the COMPANY has examined all the available proof and justifications, it has every reason to assume that a covered loss has occurred, the absence of the INSURED PERSON will be considered an event of the kind that puts into effect the guarantees under this contract.

If, after payment, it is determined that the INSURED PERSON is still alive, all the amounts paid by the COMPANY in settlement of the stated claim will be repaid by the POLICYHOLDER and/or the beneficiary/beneficiaries.

If the INSURED PERSON dies after a traffic accident from the effects of a cardiac arrest, a coronary or a rupture of a blood vessel in the heart, the COMPANY will consider this as a covered loss.

If the INSURED PERSON dies from the effects of a covered traffic accident with a passenger car and the INSURED PERSON had fastened his safety belt in the mandatory manner, the compensation will be increased by 10%, with a maximum of € 6,200.

The compensations for death and permanent invalidity are not cumulative.

3.A.2. Exclusions

3.A.2.1. WAR, CIVIL WAR.

However, the INSURED PERSON will continue to be entitled to the guarantee for 14 calendar days from the start of the hostilities in case he/she is surprised by such events abroad and insofar as he/she does not actively participate in them.

3.A.2.2. Intent and/or incitement, and/or an apparent reckless act, unless it concerns a justified attempt to save people and/or animals and/or goods.

3.A.2.3. INTOXICATION.

3.A.2.4. Suicide or an attempted suicide.

3.A.2.5. Nuclear reactions and/or radioactivity and/or ionising radiation, except when experienced during the medically required treatment following a covered loss.

3.A.2.6. Sports, including training, practised for professional purposes within the framework of contractual remuneration • air sports with the exception of ballooning • alpinism • mountaineering • hiking beyond the passable and/or officially marked paths • big game hunting • ski jumping • alpine ski and/or snowboard and/or langlauf, all practised outside the passable and/or officially marked tracks • speleology • rafting • canyoning • bungee jumping • dives deeper than 18 meters as well as diving accidents related to the non-use of a depth gauge (from 5 meters depth) and / or the non-respect of the decompression stops • martial sports • competition with motorised vehicles with the exception of tourist rallies for which no time and/or speed standard is imposed whatsoever • participation and/or training and/or preparatory tests for speed contests.

3.A.2.7. Bets and/or challenges • disputes and/or fights with the exception of legal self-defence (an official report will evidence this) • riots and measures against these, unless the POLICYHOLDER and/or the INSURED PERSON and/or the beneficiary proves/prove that the INSURED PERSON has not actively participated in them.

The COMPANY shall not be deemed to provide cover and the COMPANY shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the COMPANY, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Belgium or the United States of America.

2.S. Residence Limitation

This policy offers coverage only if the POLICYHOLDER ordinarily resides in Belgium (if the POLICYHOLDER is a natural person) or is established in Belgium (if the POLICYHOLDER is a legal entity).
3. B. PERMANENT INVALIDITY AFTER ACCIDENT

3.B.1. Guarantee

If the INSURED PERSON is the victim of a covered ACCIDENT and it has been medically established that this will result in permanent invalidity, the COMPANY will pay the benefit calculated on the basis of the amount laid down in the Special Conditions multiplied by the invalidity degree in accordance with the Official Belgian Scale of Invalidities (OBSI) that was in force on the day of the ACCIDENT without exceeding an invalidity degree of 100%. Injury to limbs or organs that were already infirm or functionally not operating will only be compensated for the difference between the situation before and after the ACCIDENT. The assessment of the injuries to a limb or organ will not be increased on the basis of the already existing infirm condition of another limb or organ.

Infirmities and/or ILLNESSES and/or causes and/or circumstances that aggravate the consequences of the accident independent of the accident itself shall not give a right to benefits.

Payment of the compensation will take place on basis of the conclusions made by the consulting MEDICAL PRACTITIONER appointed by the COMPANY or the submitted medical reports if no consulting MEDICAL PRACTITIONER was appointed.

If within the twelve months following the ACCIDENT no consolidation can yet be made, the COMPANY may, at the request of the INSURED PERSON, allow an advance equalling half the minimal compensation at the most that might be owed to him/her on the day of consolidation. The compensations for death and permanent invalidity are not cumulative.

3.B.2. Psychological Support

The COMPANY will participate in payment of the fees to a maximum of € 6.250 for psychological support to the INSURED PERSON - by a psychologist or psychiatrist appointed by the COMPANY - following of a covered ACCIDENT resulting in a probable permanent invalidity of at least 50%.

The degree of probable permanent invalidity will be assessed by the MEDICAL PRACTITIONER consultant appointed by the COMPANY.

The psychological support will be cancelled if the psychologist or psychiatrist appointed by the COMPANY is rejected by the INSURED PERSON.

The psychological support will apply insofar as the entitled person invokes it for the first time within 90 calendar days following the date of the injury and during maximum one year to be calculated from the date of the first consultation.

3.B.3. Exclusions

3.B.3.1. WAR, CIVIL WAR.

However, the INSURED PERSON will continue to be entitled to the guarantee for 14 calendar days from the start of the hostilities in case of he/she is surprised by such events abroad and insofar as he/she does not actively participate in them.

3.B.3.2. Intent and/or incitement, and/or an apparent reckless act, unless it concerns a justified attempt to save people and/or animals and/or goods.

3.B.3.3. INTOXICATION.

3.B.3.4. Suicide or an attempted suicide.

3.B.3.5. Nuclear reactions and/or radioactivity and/or ionising radiation, except when experienced during the medically required treatment following a covered loss.

3.B.3.6. Sports, including training, practised for professional purposes, within the framework of contractual remuneration • air sports with the exception ballooning • alpinism • mountaineering • hiking beyond the passable and/or officially marked paths • big game hunting • ski jumping • alpine ski and/or snowboard and/or langlauf, all practised outside the passable and/or officially marked tracks • speleology • rafting • canopying • bungee jumping • dives deeper than 18 meters as well as diving accidents related to the non-use of a depth gauge (from 5 meters depth) and/or the non-respect of the decompression stops • martial sports • competition with motorised vehicles with the exception of tourist rallies for which no time and/or speed standard is imposed whatsoever • participation and/or training and/or preparatory tests for speed contests.

3.B.3.7. Bets and/or challenges • disputes and/or fights with the exception of legal self-defence (an official report shall evidence this) • riots and measures against these, unless the POLICYHOLDER and/or the INSURED PERSON and/or the beneficiary proves/prove that the INSURED PERSON has not actively participated in them.

3.C. MEDICAL COSTS

3.C.1. Guarantee

Within the limits of the insured amount stated in the Special Conditions, the COMPANY will guarantee repayment of financial expenses abroad for medically required treatment and medically adapted local transport as a result of ILLNESS or ACCIDENT occurred to the INSURED PERSON while ABROAD, as well as the costs for the aftercare in the country of domicile and/or usual place of residence of the INSURED PERSON to maximum 180 calendar days after return or repatriation, and insofar as the treatment started ABROAD.

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AIG Europe S.A. Belgium branch is registered with the National Bank of Belgium (NBB) under the number 3084.

The NBB is located at de Berlamontlaan 14, 1000 Brussels, www.nbb.be | Citibank 570-1210370-62 - IBAN: BE51 5701 2103 7062 - BIC: CITIBEBX.

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The financial contribution of the COMPANY for the aftercare will be limited to the conventional fees paid by the Belgian Social Security. The total care will be prescribed and/or carried out exclusively by a MEDICAL PRACTITIONER. The COMPANY will compensate costs after deduction of the contributions in the framework of the Social Security or under the Compulsory Insurance Act and after deduction of the excess. The abovementioned excess will only apply to ambulant medical costs. After injury, the necessary medical care will be provided as quickly as possible. The INSURED PERSON will be obliged to contact the ASSISTANCE CENTER immediately - after having received the most urgent medical assistance - and to act according to its instructions. Compensation will only be paid for assistance, costs or service if the agreement of the ASSISTANCE CENTER was requested prior to it and if permission was received. Only for ambulant costs, of which the total amount is less than € 250, will no prior approval of the ASSISTANCE CENTER be required.

3.C.2. Exclusions

3.C.2.1. WAR, CIVIL WAR. However, the INSURED PERSON will continue to be entitled to the guarantee for 14 calendar days from the start of the hostilities in case he/she is surprised by such events abroad and insofar as he/she does not actively participate in them.

3.C.2.2. Intent and/or incitement, and/or an apparent reckless act, unless it concerns a justified attempt to save people and/or animals and/or goods.

3.C.2.3. INTOXICATION.

3.C.2.4. Suicide or an attempted suicide.

3.C.2.5. Nuclear reactions and/or radioactivity and/or ionising radiation, except when experienced during the medically required treatment following a covered loss.

3.C.2.6. Sports, including training, practised for professional purposes, within the framework of contractual remuneration • air sports with the exception of ballooning • alpinism • mountaineering • hiking beyond the passable and/or officially marked paths • big game hunting • ski jumping • alpine ski and/or snowboard and/or langlauf, all practised outside the passable and/or officially marked tracks • speleology • rafting • canyoning • bungee jumping • dives deeper than 18 meters as well as diving accidents related to the non-use of a depth gauge (from 5 meters depth) and / or the non-respect of the decompression stops • martial sports • competition with motorised vehicles with the exception of tourist rallies for which no time and/or speed standard is imposed whatsoever, participation and/or training and/or preparatory tests for speed contests.

3.C.2.7. Bets and/or challenges • disputes and/or fights with the exception of legal self-defence (an official report shall evidence this) • riots and measures against these, unless the POLICYHOLDER and/or the INSURED PERSON and/or the beneficiary proves/proof that the INSURED PERSON has not actively participated in them.

3.C.2.8. ILLNESS or ACCIDENT sustained by the INSURED PERSON in the country of domicile and/or normal place of residence and/or normal place of employment, as well as any JOURNEY undertaken with the intent to undergo medical treatment.

3.C.2.9. Circumstances known to the INSURED PERSON and/or present at the moment of departure for a JOURNEY due to which the damage might reasonably have been expected and/or for which a negative travel advice had been given by the World Health Organisation or by the Ministry of Foreign Affairs of the country where the POLICYHOLDER is established.

3.C.2.10. ILLNESS and/or injury as a result of an ACCIDENT, that was not stable during a period of 90 calendar days prior to the date of booking of a JOURNEY or for which in that same period medical or paramedical care was set up or adjusted.

3.C.2.11. Psychological and/or psychosomatic or mental disturbances, except if they result from a covered loss • cures • stay in a revalidation centre • sexually transmittable DISEASES • tropical ILLNESSES, if the precautions, as advised by an official body, were not taken.

3.C.2.12. Lenses and frames of glasses • contact lenses.


3.C.2.15. All travelling against medical advice

3.C.2.16. The routine medical cost

3.D. LUGGAGE


The COMPANY will compensate the LUGGAGE to the amount stated in the Special Conditions under the following circumstances:

- Loss, damage or theft of registered LUGGAGE entrusted to a carrier in the framework of a contract of carriage after exhaustion of the compensation contractually owed by the carrier;

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• Theft of LUGGAGE that is kept in a locked room, apartment or house, provided there is clear evidence of a break-in and which has been stated in a report of the local authorities that may be submitted to the COMPANY;
• Theft of LUGGAGE in combination with physical violence against the INSURED PERSON and which has been stated in a report by the local authorities that may be submitted to the COMPANY;
• Theft of LUGGAGE that was left invisibly from the outside in a locked car, provided there is clearly established evidence of a break-in and that has been stated in a report by the local authorities that may be submitted to the COMPANY;
• Loss, damage or theft of LUGGAGE as a result of a medical emergency transport of the INSURED PERSON after a covered damage;
• Loss, damage or theft of LUGGAGE as a result of a traffic accident, whether or not with PHYSICAL INJURY, or a natural disaster.

3.D.2.a. Valuation of the goods
• Damage during the first year following the date of purchase: 75% of the net purchase price;
• Damage during the second year following the date of purchase: 65% of the net purchase price;
• Damage during the third year following the date of purchase: 55% of the net purchase price; VALUABLES and accessories: 50% (fifty percent) of the net purchase price.

3.D.2.b. Determination of the compensation
3.D.2.b.1. In case of damage:
The cost price of the repair including the non-recoverable VAT, limited to the real value of the damaged good and at any rate limited to the compensation resulting from application of art.3.D.2.a..
In case of damage caused by THIRD PARTIES in the framework of a contract of carriage, it will be reduced by the compensation to which the INSURED PERSON is entitled under the provisions of that contract of carriage.

3.D.2.b.2. In case of loss or theft:
The value resulting from application of art.3.D.2.a. increased by the non-recoverable VAT.
In case of loss or damage caused by THIRD PARTIES in the framework of a contract of carriage, it will be reduced by the compensation to which the INSURED PERSON is entitled under the provisions of the contract of carriage.

3.D.2.b.3. Additional stipulations:
The compensation will be determined without application of the proportionality principle and will never exceed the real actual value of an object.
Not even in case of repair.
Theft of money, cheques, credit cards, flight tickets and vouchers will be guaranteed to maximum € 1.500.
Proof from the bank or the public carrier, respectively, will be required.
For each loss, the excess stated in the Special Conditions will apply.

3.D.2.b.4. Obligations in case of loss:
• In case of theft, this must immediately be reported to the local authorities and a police report must be obtained;
• In case of damage, a report must be prepared by the responsible carrier and a copy must be obtained;
• The INSURED PERSON must state the purchase date and purchase price of the goods. VALUABLES must be evidenced through original purchase or guarantee certificates. Other goods must be evidenced through all kinds of documents.
The COMPANY may request that damaged objects are inspected.

3.D.3. Exclusions
3.D.3.2. Intent and/or incitement and/or an apparent reckless act, unless it concerns a justified attempt to save people and/or animals and/or goods.
3.D.3.3. Personal papers • trade documents • administrative papers • miscellaneous securities, with the exception of those stated in art.3.D.2.b.3.
3.D.3.4. Normal wear and tear, age, intrinsic defect to the object • destruction inflicted by moths or vermin or by a method of cleaning, repair or restoration.
3.D.3.5. Leakage of liquid, greasy or corrosive substances.
3.D.3.6. If the INSURED PERSON and/or beneficiary loses the object after abandoning and forgetting it; if the INSURED PERSON and/or beneficiary subjects the goods to bad manipulation.

3.E. DELAY OF LUGGAGE
3.E.1. Guarantee
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The COMPANY will reimburse the urgent and replacement purchases required for the primary necessities of life to the maximum amount stated in the Special Conditions and after submission of evidence, provided that the registered LUGGAGE entrusted to a carrier in the framework of a contract of carriage can not be made available to the INSURED PERSON after a delay of more than 8 hours. A Property Irregularity Report from the carrier will be required and will constitute proof.

3.E.2. Exclusions
3.E.2.1. WAR, CIVIL WAR.
3.E.2.2. Confiscation, seizure or destruction at the instruction of an administrative authority.
3.E.2.3. Intent.
3.E.2.4. Strikes announced before departure.
3.E.2.5. Delayed LUGGAGE during a flight or train connection by which the INSURED PERSON returns to his country of domicile and/or usual place of residence.
3.E.2.6. Seizure or requisition by an administrative authority.

3.F. TRAVEL DELAYS
If the departure of the ship, the aircraft or the train booked for an INSURED PERSON in order to travel to his/her planned destination at the outward or the return journey of a TRIP is delayed, the COMPANY shall pay the POLICYHOLDER or the INSURED PERSON the amount stipulated in the Schedule per hour in excess of 4 hours of delay, up to the maximum amount stipulated in the Schedule.

3.G. TICKET UPGRADE
The Company undertakes to reimburse the INSURED PERSON additional costs incurred when upgrading the travel ticket (to or from the destination) to a higher comfort class. This cover shall apply in the following cases:
• if the departure, regardless of which departure point of a confirmed scheduled flight or fixed and regular HST train connection, is delayed by 4 or more hours, or is cancelled, and if no other means of transportation is made available to the INSURED PERSON within 4 hours after the scheduled time of departure of the scheduled flight or train connection concerned;
• if the INSURED PERSON is not admitted on board a confirmed scheduled flight or fixed and regular HST train connection as a result of overbooking and if no other means of transportation is made available to him/her within 4 hours after the scheduled time of departure of the scheduled flight or train connection concerned;
• if the INSURED PERSON misses his/her connection at the transit point due to the delayed arrival of a scheduled flight or of a fixed and regular HST train connection and if no other means of transportation is made available to him/her within 4 hours after the actual time of arrival of the first flight or train connection.
An Irregularity report of the carrier shall be required, and shall constitute proof.

EXCLUSIONS APPLICABLE TO ARTICLES 3.F. AND 3.G.
The COMPANY shall not pay any compensation when the costs are caused by or are directly or indirectly contributed to by:
a. Delay, detention or confiscation by a government or public authority;
b. WAR in the COUNTRY OF RESIDENCE or in the DISTURBED AREAS;
c. Strikes that were announced before the departure;
d. Government decisions not to let such means of transportation leave or taking them out of circulation.

3.H. EXTENDED STAY AFTER TERRORISM AND/OR NATURAL DISASTER
If the INSURED PERSON cannot depart or continue his/her pre-booked and planned TRIP ABROAD on the scheduled date, the COMPANY shall cover additional accommodation costs and travel expenses incurred as the result of:
• an act of internationally recognized terrorism or the direct results thereof, or
• a natural disaster or the direct results thereof.

Compensation basis and conditions of cover after terrorism
The COMPANY shall cover, to the extent of the amounts stipulated in the Schedule, the additional accommodation costs incurred by the INSURED PERSON and/or the additional costs for changing his/her means of public transportation. The COMPANY’S benefits for the additional accommodation costs shall end when the transportation company with which the original booking was made offers an alternative. The benefits shall always end when the INSURED PERSON refuses the alternative offered.
The minimum duration of the delay or obstruction caused by terrorism shall be 48 hours. The COMPANY shall start providing the benefit as soon as the act is recognised as an act of international terrorism and the delay or obstruction exceeds this period of time. The compensation shall in that case be granted as of the first day.

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue John F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, http://www.caa.lu/. AIG Europe S.A., Belgium branch is registered with the National Bank of Belgium (NBB) under the number 3084.
AIG Europe S.A., Belgium branch office is located Pleinlaan 11, 1050 Brussels, Belgium. RPM/RPR Brussels - VAT number: 0692.816.659. AIG Europe S.A. Belgium branch is registered with the National Bank of Belgium (NBB) under the number 3084.
You can find our Privacy and Assurnifid policy on www.aig.be.
Compensation and conditions of cover after natural disasters
The following are eligible for compensation to the extent of the amount stipulated in the Schedule:
• Additional accommodation costs in a hotel and/or holiday lodgings incurred after the day of the scheduled termination of the stay due to the fact that the INSURED PERSON cannot leave his/her temporary place of stay;
• Additional expenses due to compulsory evacuation and/or repatriation arising from the same facts, excluding repatriation of and costs connected with the vehicle;
• Additional costs for the alteration of the means of public transportation.
The minimum duration of the delay or obstruction caused by terrorism shall be 48 hours.

3.1. HIJACKING
3.1.1. Guarantee
If the public means of transport is hijacked with the INSURED PERSON on board, the fixed compensation as stated in the Special Conditions will be paid to the INSURED PERSON after a period of at least 24 hours of illegal deprivation of liberty.

3.1.2. Exclusions
3.1.2.1. Active participation of the INSURED PERSON.
3.1.2.2. Intentional involvement in a HIJACKING or attempted HIJACKING.
3.1.2.3. Acting as a police or security functionary during a HIJACKING or attempted HIJACKING.

3.1.3. THIRD-PARTY LIABILITY
3.1.3.1. Guarantee
The COMPANY will safeguard the INSURED PERSON to the maximum amounts as set out in the Special Conditions against the financial consequences of the third-party liability that might be imposed on him/her by virtue of the local laws or jurisprudence due to PHYSICAL INJURY and/or MATERIAL DAMAGE caused to a THIRD PARTY during the journeys.

3.1.3.2. Exclusions
3.1.3.2.1. Immaterial damage, not resulting from PHYSICAL INJURY or MATERIAL DAMAGE.
3.1.3.2.2. Damage intentionally caused or caused by the INSURED PERSON or with his/her complicity as well as by the social mandataries of the INSURED PERSON if it concerns a legal entity.
3.1.3.2.3. ACCIDENTS inflicted to the INSURED PERSON or to his next of kin in the ascending or descending line or to any person living with him/her.
3.1.3.2.4. ACCIDENTS as a result of the use of cars or motor vehicles, of sailing or motor vessels, of aircraft, of saddle-bearing animals that are the property of or are under care, custody or control of the INSURED PERSON or the persons for whom he/she is legally liable.
3.1.3.2.5. ACCIDENTS resulting from the participation by the INSURED PERSON in a paid sports competition.
3.1.3.2.6. The MATERIAL DAMAGES caused by fire, smoke, explosion or water that is based on or emanates from the following:
• the objective liability (without fault) in accordance with the law of 30/07/1979 regarding the prevention of fire and explosion;
• fire, burning, explosion, smoke and water for which the policyholder or the coinsured can usually take out insurance under the cover of “redress against third parties” in a fire insurance agreement. However, the immaterial damage which is pursuant to this does remain covered.

The same damage is equally excluded if caused on premises of which the INSURED PERSON or the INSURED COMPANY is the owner or lessee.

3.1.3.2.7. Use of drugs, alcohol, narcotics and excessive use of medication.
3.1.3.2.8. Active participation by the INSURED PERSON in civil unrest, strikes, attacks or terrorist acts.
3.1.3.2.9. Dangerous sports: alpinism • speleology • boxing • polo • parachute jumping • air sports • dives deeper than 18 meters as well as diving accidents related to the non-use of a depth gauge (from 5 meters depth) and / or the non-respect of the decompression stops.
3.1.3.2.10. Delay or non-fulfilment of agreed services, in case of force majeure, unexpected incident, strike, decision by the authorities or restriction of free traffic.
3.1.3.2.11. Professional liability.
3.1.3.2.12. Contractual liability.
3.K. CANCELLATION OF THE JOURNEY AND INTERRUPTION OF THE JOURNEY

3.K.1. Additional Definitions

TRAVEL CONTRACT

Any carriage, accommodation or temporary rental contract, whether or not combined, concluded by the INSURED PERSON/POLICYHOLDER in his/her capacity of traveller and/or renter with a professional tour operator and/or agent.

DEPARTURE DATE

• the departure date of the JOURNEY stated in the travel contract;
• the commencement date of the renting of the accommodation, reasonably taking into account the duration of the JOURNEY to reach the destination directly on the date stipulated in the travel contract.

REGISTRATION DATE

The date on which the reserved services were booked with a professional tour operator and/or agent.

TRAVEL COMPANION

The person with whom the INSURED PERSON is jointly registered and with whom he/she decided to undertake the planned JOURNEY or to rent the specified accommodation and whose presence is necessary for the good proceedings of it.

3.K.2. Guarantee

The guarantee will commence as of the registration date with as object the compensation to the maximum amount as stated in the Special Conditions of the due costs that are charged to the INSURED PERSON in accordance with the conditions of the travel contract in case of cancellation or interruption of the JOURNEY because of one of the following reasons:

3.K.2.1. ILLNESS, ACCIDENT or death of:

• the INSURED PERSON, his/her PARTNER, a next of kin or relative up to in the second degree and/or
• the person living together with the INSURED PERSON at the same place of residence or who is in his/her custody or who is supported by him/her and/or
• the private person at whose place the INSURED PERSON intended to stay ABROAD and who makes it impossible from a medical point of view to fulfil the concluded travel contract.

3.K.2.2. Termination of the employment contract concluded for an indefinite period of time of the INSURED PERSON by his/her employer for economic reasons within 30 calendar days before the departure date.

3.K.2.3. Withdrawal of the already approved leave of the INSURED PERSON by his/her employer because of the unavailability of a colleague replacing the INSURED PERSON, due to the colleague’s ILLNESS, ACCIDENT or death within 30 calendar days before the departure.

3.K.2.4. Unanticipated compulsory presence of the INSURED PERSON who, being unemployed, concludes an employment contract for an indefinite period of time commencing within 30 calendar days before the departure.

3.K.2.5. Necessary presence of the INSURED PERSON practicing a free profession because of unavailability of the professional replacement of the INSURED PERSON as a result of his/her ILLNESS, ACCIDENT or death.

3.K.2.6. Unavailability as a result of ILLNESS, ACCIDENT or death of the custodian of the underage or disabled child of the INSURED PERSON.

3.K.2.7. Considerable material damage to immovable goods that are owned by the INSURED PERSON as a result of fire, forces of nature or malice by THIRD PARTIES insofar as this damage occurs within a period of time of 30 calendar days before the departure date.

3.K.2.8. Compulsory presence of the INSURED PERSON as a witness or jury member at the Crown Court insofar as the INSURED PERSON was unaware of such proceedings at the registration date.

3.K.2.9. Call for retraining exercise in the army (not applicable to professional servicemen and servicewomen).

3.K.2.10. Re-examination during the planned stay.

3.K.2.11. Theft or total immobilisation as a result of a traffic accident or fire of the private vehicle of the INSURED PERSON at the moment of departure or during the journey to the holiday destination.

3.K.2.12. Delay at the moment of embarkation, scheduled in the travel contract, during departure or during part of the journey between two places, as a result of immobilisation of more than one hour due to a traffic accident or force majeure during the journey to the place of embarkation.

The guarantee will also be provided to the INSURED PERSON in case of cancellation by the travel companion due to one of the above-mentioned reasons, so that the INSURED PERSON would have to travel alone.


3.K.3.1. In case of cancellation before the commencement of the travel contract: 100% of the contractually payable cancellation costs.

3.K.3.2. In case of interruption of the journey: the non-recoverable part of the paid cost of the journey, the proportional part of the travel days not enjoyed.

3.K.3.3. In case the travel contract only applies to transport: the unused part of the paid transport costs.

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You can find our Privacy and AssurMifid policy on www.aig.be.
3.K.4. Exclusions applicable to the INSURED PERSON and/or the person who is the cause of the request for a contribution:

3.K.4.1. Intent and/or incitement and/or an apparent reckless act, unless it concerns a justified attempt to save people and/or animals and/or goods.
3.K.4.2. INTOXICATION.
3.K.4.3. Suicide or an attempted suicide.
3.K.4.4. Nuclear reactions and/or radioactivity and/or ionising radiation.
3.K.4.5. Sports, including training, practised for professional purposes within the framework of contractual remuneration • air sports with the exception of ballooning • alpinism • mountaineering • hiking beyond the passable and/or officially marked paths • big game hunting • ski jumping • alpine ski and/or snowboard and/or llanglauf, all practised outside the passable and/or officially marked tracks • speleology • rafting • canyoning • bungee jumping • dives deeper than 18 meters as well as diving accidents related to the non-use of a depth gauge (from 5 meters depth) and / or the non-respect of the decompression stops • martial sports • competition with motorised vehicles with the exception of tourist rallies for which no time and/or speed standard is imposed whatsoever • participation and/or training and/or preparatory tests for speed contests.
3.K.4.6. WAR, CIVIL WAR.
3.K.4.7. Bets and/or challenges • disputes and/or fights with the exception of legal self-defence (an official report will evidence this) • riots and measures against these, unless the POLICYHOLDER and/or the INSURED PERSON and/or the beneficiary proves/prove that the INSURED PERSON has not actively participate in them.
3.K.4.8. Circumstances known to the INSURED PERSON and/or present at the registration date of the JOURNEY due to which the cancellation or interruption of the journey might reasonably have been expected and/or for which at the moment of the registration date a negative travel advice had been given by the World Health Organisation or by the Ministry of Foreign Affairs of the country where the POLICYHOLDER is domiciled.
3.K.4.9. ILLNESS and/or injury as a result of an ACCIDENT that was not stable during a period of 90 calendar days prior to the date of booking of a JOURNEY or for which in that same period medical or paramedical care was set up or adjusted.
3.K.4.10. Psychological and/or psychosomatic or mental disturbances, except if they result from a covered loss • cures • revalidation • sexually transmittable DISEASES • tropical ILLNESSES, if the officially advised precautions were not taken.
3.K.4.11. Pregnancy problems except if, on the registration date of the JOURNEY, the INSURED PERSON is or would have been less than 12 weeks pregnant and, at the moment of departure, less than 28 weeks.
3.K.4.13. The insolvency of the INSURED PERSON.
3.K.4.14. Bad condition of the private vehicle intended to use for the JOURNEY.
3.K.4.15. Delay due to the usual traffic problems.
3.K.4.16. Administrative, visa and other similar problems and/or formalities.
3.K.4.17. Decision by the authorities and/or restriction of free traffic.

3.L. ABDUCTION AND UNLAWFUL DETENTION

3.L.1. Territorial Exclusion

The Philippines and South America, the country of domicile, the country of usual residence and/or the country of usual employment of the INSURED PERSON.

3.L.2. Additional Definitions

ADVICE

A formal recommendation issued by the authorised Ministry of Foreign Affairs of the country where the POLICYHOLDER is domiciled that the INSURED PERSON should leave his/her host country or, in general, that a clearly defined category of persons, including the INSURED PERSON, should leave the host country.

ABDUCTION

Any event or connected series of events in which the INSURED PERSON is abducted up and held by means of violence or threat (with the exception of underage children by their parents) by a person or by several cooperating persons with a view to demanding a ransom or realising political demands.

UNLAWFUL DETENTION

Any arbitrary act of involuntary arrest of an INSURED PERSON by persons acting as agents or with tacit approval of a Government, or acting, or alleging to act, on behalf of any insurgent party, organization or group. A connected series of unlawful detentions will be considered to be one unlawful detention.
3.L.3. Guarantee
The following listed costs will be covered, for a maximum of the amount as stated in the Special Conditions, paid by the POLICYHOLDER as an immediate result of an abduction or unlawful detention of an INSURED PERSON during the duration of the contract:

3.L.3.1. the reasonable fees of the service provider appointed by the COMPANY.
3.L.3.2. the normal salary that the POLICYHOLDER continues to pay to the INSURED PERSON during his/her abduction or unlawful detention and up to 30 calendar days at the most after his/her release if he/she has not resumed work meanwhile. This salary will be paid until the earliest of the following dates:
   • 30 calendar days after the release of the INSURED PERSON or
   • the discovery of the death of the INSURED PERSON or
   • 120 calendar days after the last credible proof was submitted that the INSURED PERSON was still alive or
   • 60 months after the date of abduction or unlawful detention.
3.L.3.3. the salary paid to a person who has been newly employed to fulfil the specific functions of the INSURED PERSON during his/her abduction or unlawful detention, while this salary will not exceed the normal salary paid prior to the abducted or unlawfully detained INSURED PERSON.
   The salary will be paid until the earliest of the dates listed under art.3.L.3.2.
3.L.3.4. the reasonable and necessary medical and hospitalisation costs incurred by an INSURED PERSON abducted or unlawfully detained and paid by the POLICYHOLDER as a result of the abduction or unlawful detention within 18 months after the release of the abducted or unlawfully detained INSURED PERSON, including costs of neurological or psychiatric treatment.
3.L.3.5. the personal financial loss suffered by an INSURED PERSON as a direct and exclusive consequence of the physical impossibility to look after his/her personal financial interest during the abduction or unlawful detention. The coverage will apply, without limitation, to losses resulting from the failure to renew the insurance contracts, the impossibility to exercise share options or from the failure to repay personal mortgage loans.
   The compensations will be payable to the INSURED PERSON.
3.L.3.6. the rest and rehabilitation costs for 30 calendar days at the most, including expenses for stay, meals and recreation, paid by the POLICYHOLDER within the first half year after the release for the victim, his/her PARTNER and children.
3.L.3.7. all other reasonable and necessary costs incurred provided prior approval by the COMPANY.

3.L.4. Exclusions
Except in respect of the unlawful detention, there will be no coverage for those costs resulting directly or indirectly from:

3.L.4.1. an infringement of the laws of the host country;
3.L.4.2. failure to possess or keep legally required documents and/or visas;
3.L.4.3. failure to leave the host country within 10 calendar days after an advice to leave was issued;
3.L.4.4. participation in the activities of government bodies, official organizations to maintain the public order or the army.

CHAPTER 4. OVERVIEW OF THE ASSISTANCE SERVICES

4.A. GENERAL PROVISIONS
The INSURED PERSON is obliged to contact the ASSISTANCE CENTER without delay via the telephone number stated on the insurance card and to act according to its instructions. The COMPANY guarantees to undertake and use all reasonable means to execute the services specified in this article.
If possible, the COMPANY will arrange payment of the costs directly in local currency.
If the ASSISTANCE CENTER has realised the return of the INSURED PERSON at the expense of the COMPANY, the INSURED PERSON may be requested to do all that is necessary to obtain the repayment of his/her ticket and to remit this amount to the COMPANY. The ASSISTANCE CENTER may request the INSURED PERSON to use his/her ticket.

Provided prior approval from the COMPANY was obtained, the "repatriation of persons" service under articles 4.B.1., 4.B.2. and 4.B.3. may also be invoked – in consultation with the ASSISTANCE CENTER - for not covered losses. In such a case the estimated costs will be paid to the COMPANY/ ASSISTANCE CENTER in total and prior to the aid given. Only on receipt of conclusive proof of payment, the aid service will be started. The final settlement will follow after receipt of the settlement from the ASSISTANCE CENTER.

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

4.B.1. Direct billing
In as far as possible ASSISTANCE CENTER shall pay hospital bills directly.

4.B.2. Transportation to a HOSPITAL
ASSISTANCE CENTER shall organise transportation to a more suitable or better equipped HOSPITAL and manage said transportation at the expense of the COMPANY. The medical staff of ASSISTANCE CENTER is only authorised to decide on medical transportation and to choose the means of transportation and the place of hospitalisation.

4.B.3. Medical repatriation
If an INSURED PERSON suffers from PHYSICAL INJURY due to an ACCIDENT or becomes ill the COMPANY shall cover all repatriation costs which are reasonably and necessarily incurred as a direct result, and which are carried out by ASSISTANCE CENTER, up to a maximum of 365 days after the date on which the physical injury occurred or the ILLNESS was diagnosed. The medical staff of ASSISTANCE CENTER is only authorised to decide on the repatriation and to choose the means of transportation.

4.B.4. Repatriation to the place of domicile
ASSISTANCE CENTER shall organise the repatriation of an INSURED PERSON who is capable of leaving the HOSPITAL for his/her place of domicile or usual place of residence, and manage said repatriation at the expense of the COMPANY. This service will also apply to the accompanying PARTNER as well as to the children who are maintained by the INSURED PERSON and/or his/her PARTNER. The medical staff of ASSISTANCE CENTER is only authorised to decide on the repatriation and to choose the means of transportation.

4.B.5. Additional accommodation expenses
If the INSURED PERSON cannot be repatriated and his/her condition does not require further hospitalisation, and his/her intended stay ABROAD has ended, the COMPANY shall cover the additional accommodation expenses. Costs for meals shall not be compensated.

4.B.6. Visit to an ill or hospitalised INSURED PERSON ABROAD
If the medical condition of the INSURED PERSON does not allow repatriation, ASSISTANCE CENTER shall arrange that a person can visit him/her after consultation of the INSURED PERSON and/or his/her attending MEDICAL PRACTITIONER. In this case, ASSISTANCE CENTER shall pay the EMERGENCY TRAVEL EXPENSES of that person providing ASSISTANCE CENTER approves such costs in advance.

4.B.7. Search and rescue expenses
If the INSURED PERSON is immobilised as a result of PHYSICAL INJURY or ILLNESS, the COMPANY shall cover the documented rescue and/or tracing costs by official civilian and police rescue teams, up to the maximum amount stipulated in the Schedule.

4.B.8. Repatriation of remains and transportation of BAGGAGE upon death
ASSISTANCE CENTER shall organise the repatriation of the remains of the INSURED PERSON to the COUNTRY OF RESIDENCE and manage this repatriation at the expense of the COMPANY, including necessary post-mortem treatments, coffin, embalming and customs expenses. The COMPANY shall also cover the cost of transporting the BAGGAGE of the INSURED PERSON to the COUNTRY OF RESIDENCE. When the family of the deceased victim wishes it, ASSISTANCE CENTER ensures that the family can travel to the place of death of the victim. The COMPANY makes available 1 economy-class airline ticket or first-class train ticket (return trip) at its own expense.

4.B.9. Funeral costs
If an INSURED PERSON dies as the result of an insured ACCIDENT, the COMPANY shall cover funeral costs that are reasonably incurred, up to the maximum amount stipulated in the Schedule.

4.B.10. Early return
4.B.10.1. In the case of unforeseen HOSPITALISATION of a RELATIVE for more than 48 hours, which takes effect during the stay of the insured abroad, ASSISTANCE CENTER shall organise and pay for the return of the INSURED PERSON to the COUNTRY OF RESIDENCE by means of an economy-class airline ticket or a first-class train ticket (round-trip).
GENERAL CONDITIONS

4.B.10.2. In the event of the death of a RELATIVE during the stay of the insured abroad, ASSISTANCE CENTER shall organise and pay for the return of the INSURED PERSON to the COUNTRY OF RESIDENCE by means of an economy-class airline ticket or a first-class train ticket (round-trip).

4.B.10.3. In case of palliative care of a relative, outside a hospital, which takes effect during the stay of the insured abroad, ASSISTANCE CENTER shall organise and pay for the return of the INSURED PERSON to the COUNTRY OF RESIDENCE by means of an economy-class airline ticket or a first-class train ticket (round-trip).

4.B.10.4. In the case of significant MATERIAL DAMAGE to real estate owned by the INSURED PERSON or the INSURED COMPANY as a result of fire, forces of nature or malicious intent by THIRD-PARTIES, ASSISTANCE CENTER shall organise and pay for the return of the INSURED PERSON to the COUNTRY OF RESIDENCE by means of an economy-class airline ticket or a first-class train ticket (round-trip).

It’s should be noted that the COMPANY intervenes for the ticket insofar the date of return to the destination ABROAD precedes the initial end date of the TRIP.

4.B.11. Replacement cover
If an insured EMPLOYEE is repatriated, the COMPANY shall provide the INSURED COMPANY with an economy-class airline ticket or a first-class train ticket (one-way) and shall cover the expenses to allow the INSURED COMPANY to replace the EMPLOYEE with a person of its choice, providing this replacement leaves before the scheduled return of the repatriated EMPLOYEE.

4.B.12. Advice and referral
The INSURED PERSON may contact ASSISTANCE CENTER:
• for the execution of and assistance with the described coverages;
• for useful and relevant information while preparing for a BUSINESS TRIP, including currency and banking regulations, visa details, health regulations and bilateral treaties;
• for advice and referral to a suitable HOSPITAL or dentist for minor care;
• for referral to an embassy, consulate or other institution or organisation, including a lawyer who speaks the language of the country, should legal assistance become necessary in emergency situations;
• in the case of unforeseen delays on the way to the point of departure of his/her BUSINESS TRIP. ASSISTANCE CENTER shall give advice and, if necessary, make onward travel arrangements.

4.B.13. Emergency Medical supplies
If the INSURED PERSON has no access to medication, blood or medical equipment necessary for a treatment, or if a prosthesis, glasses or contact lenses are lost, broken or stolen AND if these are unavailable locally, ASSISTANCE CENTER shall locate and send them. The COMPANY shall only pay for the forwarding charges.

4.B.14. Cash advances
In emergency situations ASSISTANCE CENTER shall help replace cash money that was lost or stolen ABROAD. All cash advances shall either be deducted from future payments made under this policy, or be subsequently reimbursed to the COMPANY by the INSURED PERSON.

4.B.15. Additional services
At the request of the INSURED PERSON, in an emergency situation ASSISTANCE CENTER shall take care of:
• forwarding messages to family and business associates;
• help with the replacement of lost or stolen vouchers, passports, visa and travel documents;
• help with the tracing of lost BAGGAGE.

4.B.16. Legal Aid Traffic Abroad
If charges have been pressed against the INSURED PERSON due to a traffic accident, the COMPANY will bear the costs of a lawyer to the maximum amount as set out in the Special Conditions.

4.B.17. Bail Bound Pertaining to Traffic Abroad
If charges have been pressed against the INSURED PERSON due to a traffic accident, the COMPANY shall advance the costs of the bail bond to the maximum amount as set out in the Special Conditions. The INSURED PERSON or POLICYHOLDER will then repay this bail bond within a period of 3 months following the day of payment of the advance. If this bail bond is repaid by the authorities in the country in question before expiry of this period, this repayment will be immediately remitted to the COMPANY.

If the INSURED PERSON is summoned but does not appear in Court, the COMPANY will immediately demand repayment of the bail bond.
4.C. ASSISTANCE CENTER
The INSURED PERSON shall immediately contact ASSISTANCE CENTER - after medical first aid - and follow its instructions.

4.C.1. ASSISTANCE CENTER phone number: +32 (0)3 253 69 16

4.C.2. Additional Conditions
ASSISTANCE CENTER warrants that it shall assume and use all reasonable means to perform the services stipulated in this section.
If possible, ASSISTANCE CENTER shall pay costs directly in local currency.
If ASSISTANCE CENTER has returned the INSURED PERSON at the expense of the COMPANY, the INSURED PERSON may be requested to take the necessary steps to obtain reimbursement of his/her ticket, and to transfer this amount on to the COMPANY.
ASSISTANCE CENTER may request the INSURED PERSON to use his/her travel ticket.
If approved in advance by the COMPANY - after consultation with ASSISTANCE CENTER - the ‘repatriation of persons’ benefit mentioned in Articles 4.B.3, 4.B.4 and 4.B.8 may also be granted in the case of uninsured loss. The POLICYHOLDER shall pay the estimated costs in advance and in full to the COMPANY or to ASSISTANCE CENTER. Only upon receipt of sufficient evidence of payment shall the assistance action be initiated. The final bill shall be settled after receipt of the account by ASSISTANCE CENTER.
The COMPANY will not be liable for failures, delays or obstacles in or to the assistance services provided by ASSISTANCE CENTER in the case of strikes, revolt, civil disorder, reprisals, restrictions on free traffic, sabotage, terrorism, WAR, development of heat or radiation originating from nuclear fission, radioactivity, other unforeseen events, or force majeure.

4.D. EXCLUSIONS
The COMPANY shall not pay compensation if the costs - as defined in Chapter 4 - are caused by, or are directly or indirectly contributed to by:

a. Intentional self-inflicted injury, suicide or a suicide attempt;
b. WAR in the COUNTRY OF RESIDENCE or in one of the DISTURBED AREAS;
c. controlling an aircraft as a pilot;
d. practising PROFESSIONAL SPORTS

e. INTOXICATION;
f. ACCIDENTS that occurred during the preparation for or participation in crimes or criminal offences;
g. Intentional acts by an INSURED PERSON, an INSURED COMPANY or a beneficiary.

The COMPANY shall not pay compensation if:

h. the INSURED PERSON travels against the advice of a MEDICAL PRACTITIONER;
i. the purpose of the TRIP is to receive MEDICAL TREATMENT or medical advice;
j. a pregnant woman travels within a period of 30 days before the estimated date of delivery;
k. the costs defined in Chapter 4 can be recovered from Social Security or by virtue of insurance required by law.
Policy Number: 2601045  
Reason for issuing: New version of the policy  
Broker: Cigna International Health Services BVBA (1563)  
Policyholder: The Energy Charter Secretariat  
Address: Bouvelard de la Woluwe 56  
B-1200 Brusselse Hoofdstedelijke Raad  

Insured person(s): ECS PERSONNEL WHILE ON OFFICIAL MISSION ABROAD  (21 persons as from 01/02/2017)  
Inception date: 08 / 06 / 1998  
_EXPIRY DATE: 01 / 01  
General terms and conditions: AIG EUR AH WBC GC BEL EN 20150601

### Selection of guarantees

**Formula:** Silver  
**Family Option** ☐ YES / ☒ NO

#### Insurance and assistance services*

*These limits are applicable per INSURED PERSON and per claim, unless mentioned otherwise.  
* The numbering of the guarantees refers to the section numbers of the general conditions.

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<th>Formulas</th>
<th>Silver</th>
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#### Personal Accidents

| 3.A. | Death after accident | 125.000 | 187.500 | 250.000 |
| 3.B.1 | Permanent disability after accident | 125.000 | 187.500 | 250.000 |
| 3.B.2 | Psychological assistance required following an accident | 6.250 | 6.250 | 6.250 |

#### Medical Costs

| 3.C. | Ambulatory costs and/or Hospital costs | 250.000 | 500.000 | Real expenses |
|      | Deductible for ambulatory costs per insured per claim | 125 | 125 | 125 |

#### Luggage and Travel inconveniences

| 3.D. | Lost, damaged or stolen luggage | 2.500 | 5.000 | 7.500 |
|      | Deductible | 125 | 125 | 125 |
| 3.E. | Delayed Luggage exceeding 8 hours | 375 | 375 | 375 |
| 3.F. | Travel delays by 4 or more hours | max. 600 | max. 600 | max. 600 |
|      | max. 600 | max. 600 | max. 600 |
| 3.G. | Ticket upgrade (+ 4h) | 500 | 500 | 500 |
### SPECIAL CONDITIONS

**World Business®**

**POLICY**

Date: 16 / 6 / 2017  
Number: 2801045

Contact: contact.be@aig.com  
Tel. +32 2 739 96 20  
Fax +32 2 739 91 03

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<table>
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<tr>
<th>Formulas</th>
<th>Silver (€)</th>
<th>Gold (€)</th>
<th>Platinum (€)</th>
</tr>
</thead>
</table>
| 3.H. | Extended stay after terrorism (minimum duration 48 hours)  
Extended stay after natural disaster (minimum duration 48 hours)  
Additional costs for changing means of public transportation caused by terrorism  
Additional costs for changing means of public transportation caused by natural disasters | 1.500 | 1.500 | 1.500 |

**Kidnapping, Abduction and Unlawful Detention**

| 3.I. | More than 24 hours. | 1.000 |
| 3.I. | More than 72 hours. | 2.000 |
| 3.L. | Abduction and unlawful detention | 125.000 |

**Personal Liability**

| 3.J. | Bodily injury | 250.000 |
| 3.J. | Material damage | 125.000 |
| 3.J. | Deductible | 125 |

The indemnity per year is limited, for all guarantees, to five times the amount insured for bodily injuries.

**Trip Cancellation**

| 3.K. | Trip Cancellation and interruption | 2.500 |

**Assistance**

4.B.1. Direct billing

4.B.2. Transportation to a hospital  
Real expenses  
Real expenses  
Real expenses

4.B.3. Medical repatriation  
Real expenses  
Real expenses  
Real expenses

4.B.4. Repatriation to the place of residence  
Real expenses  
Real expenses  
Real expenses

4.B.5. Additional accommodation expenses  
Real expenses  
Real expenses  
Real expenses

4.B.6. Visit to an ill or hospitalised INSURED PERSON ABROAD  
Real expenses  
Real expenses  
Real expenses

4.B.7. Search and Rescue expenses | 15.000 |

4.B.8. Repatriation of remains and transportation of BAGGAGE upon death | 1.500 |

4.B.9. Funeral costs | 2.500 |

4.B.10. Early return  
Real expenses, Round Trip, Economy Class

4.B.11. Replacement Cover  
Real expenses, One Way, Economy Class

4.B.12. Advice and referral  
Assistance  
Assistance  
Assistance

4.B.13. Emergency Medical supplies  
Assistance  
Assistance  
Assistance

4.B.14. Cash advance  
Assistance  
Assistance  
Assistance

4.B.15. Additional services  
Assistance  
Assistance  
Assistance

4.B.16. Legal Aid Traffic Abroad | 5.000 |

4.B.17. Bail Bond Pertaining to Traffic Abroad | 50.000 |

Assistance services not covered (possible intervention at the expense of the insured)  
Assistance  
Assistance  
Assistance

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Specific mentions
1. The guarantee is only acquired during the first 90 days abroad
2. The adjustment of the insureds will be made by the company at the end of each insurance year and will be based on the list of insureds given by the policyholder (excel format).

These special conditions supplement the general conditions and abrogate them when they are opposed.

Contact: contact.be@aig.com

For notification of claims and circumstances, contact:
AIG Europe Limited
Boulevard de la Plaine, 11
1050 Brussels
Belgium

Premium calculation

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Premium</td>
<td>€ 1335.80</td>
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<tr>
<td>Taxes and costs</td>
<td>€ 0.0</td>
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<tr>
<td>Total</td>
<td>€ 1335.80</td>
</tr>
</tbody>
</table>

Brussels, on 16/06/2017

The POLICYHOLDER, The COMPANY,

Marc van 't Veldt
Accident & Health Manager Benelux
AIG Property Casualty