

Appendix

This present annex forms an integral part of the **EXPERIENCE AGREEMENT OF WORKING (WEX program) / CITIZEN ACTION (CAAP program)**

Insurance coverage details

This annex is an integral part of the WORK EXPERIENCE (WEX program) / CITIZEN ACTION (CAAP program) agreement.

Below you will find the main elements relating to the insurance coverage that may apply to WEX/CAAP for students of the European School Luxembourg I.

- Regarding the AAA (Accident Insurance Association) :

AAA covers activities under the WEX or CAAP programs related to the school curriculum only under the terms and conditions detailed below:

1) Work experience (WEX program)

A student participating in the WEX program as part of their studies at an educational institution in Luxembourg is covered by the Accident Insurance Association (AAA) in the event of an accident occurring during the WEX period. This coverage is provided in accordance with Article 91.1 of the Social Security Code and the Grand-Ducal Regulation of December 17, 2010, concerning accident insurance in early childhood, preschool, school, and university education.

This coverage applies to WEX placements both within Luxembourg and internationally, including European and non-EU countries. It also covers direct travel between the student's residence and the WEX location, both ways.

2) Citizen action (CAAP program)

For AAA coverage, the student must voluntarily participate in an activity within the social, socio-educational, medico-social, or therapeutic sector for an organization accredited by the Luxembourg state, in accordance with the law of September 8, 1998, regulating relations between the state and organizations active in the social, family, and therapeutic fields. This coverage is granted by the Accident Insurance Association under Article 91, point 9) of the Luxembourg Social Security Code.

The law of 8 September 1998, cited in article 91.9, provides that the social, socio-educational, medico-social or therapeutic field must depend either on the Luxembourg Minister of the Family, or on the Minister of Equality between Women and Men, or on the Luxembourg Minister of National Education, Children and Youth.

The activity must be performed without remuneration, and the organization must hold official

accreditation. If these conditions are not fulfilled, the volunteer student will not be eligible for AAA coverage.

3) Terms and conditions

In the event of an accident, a copy of the WEX or CAAP agreement must be attached to the accident report.

- The AAA covers personal injuries and material damages affecting students during a WEX/CAAP placement but does not cover material damages to the host company/organization, as these fall under the host entity's liability insurance.

- If an accident occurs at the WEX/CAAP location, an accident report must be submitted to the AAA, which will cover the costs associated with the incident. For accidents occurring during the commute between home and the WEX/CAAP location, the process is the same as for accidents at the WEX/CAAP site. The AAA will cover the related expenses, including vehicle damage, subject to an applicable deductible.

- NB: In the case of commuting accidents, the AAA covers both personal injury and property damage, as long as the accident occurs during a direct journey between the student's home and the company/organization. Additionally, the AAA recommends using direct routes and encourages the use of public transportation over personal cars to facilitate the claims process.

Finally, the AAA specifies that coverage of costs related to an accident is not automatic, that each file is studied individually according to the case and on a case-by-case basis; that following a declaration, additional information may be requested in order to determine whether the file has been properly considered by the AAA.

AAA's refund policy links are:

<https://aaa.public.lu/fr.html>

<https://aaa.public.lu/fr/accidents-medie-pro/accidents-scolaire-periscolaire.html>

- Regarding AIG (student accidents) and HDI (general civil liability) insurance coverage:

Students remain beneficiaries of the insurance cover taken out for them by the Office of the Secretary-General of the European Schools (OSGEE) in the name and on behalf of the European Schools.

These are two insurances:

- Student accident insurance (AIG POL Contract) covers student accidents during outings and activities that take place outside the School.
- Civil liability insurance (HDI Contract) covers damage caused by students during outings and activities that take place outside the School, in particular the CAAP.

- **For AIG insurance coverage (student accidents):**

The CAAP approved by management and the WEX are covered under conditions that are determined on a case-by-case basis:

NB: The list of items below is general and not exhaustive. In the case of WEX or CAAP, the insurance policies taken out for students by the Office of the Secretary-General of the European Schools in the name and on behalf of the European Schools can be consulted at the administration of the European School Luxembourg I-Kirchberg.

The insurance covers, among other things:

- Coverage includes students who complete an internship on behalf of the school.
- Accidents occurring during normal school life, as well as during events organized or authorized by the school (inside and outside school premises) and on the way there and back.
- Coverage is also provided for travel necessary for the insured activities, by any means of transport and even on foot.

Specific details:

- Bodily injuries occurring during an external internship are not covered if this risk is already insured under a workplace accident insurance policy. Other risks that occur during internships remain covered.

EXCLUSIONS

The insurance does not cover, among others, the following cases (non-exhaustive list):

- resulting from an intentional act, except in the case of a justified attempt to save people or property.
- resulting from fights, except in cases of self-defense.
- resulting from suicide or attempted suicide.
- occurring during the preparation or intentional participation in crimes or offences.
- resulting from a state of drunkenness, use of alcohol or narcotics, unless it is proven that there is no causal link between these circumstances and the disability or death.
- resulting from an accident as a driver or passenger if all safety measures required by the Highway Code or applicable legislation have not been respected.

General exclusions:

This policy does not cover any loss, injury, damage or legal liability suffered directly or indirectly by any person or entity identified on any applicable government watch list, among others, as a supporter of malicious cyber activity.

- **For HDI (general liability) insurance coverage:**

Students' civil liability is covered within the framework of the implementation of WEX/CAAP agreements according to, among others, the conditions of the liability policy below.

The implementation of this liability implies a fault, damage and a causal link between the fault and the damage (and does not exclude the liability of the principal during the WEX and/or the CAAP):

NB: The list of items below is general and not exhaustive. In the case of WEX or CAAP, the insurance policies taken out for students by the Office of the Secretary-General of the European Schools in the name and on behalf of the European Schools can be consulted at the administration of the European School Luxembourg I-Kirchberg.

With regard to civil liability, the insurance compensates according to a ceiling applicable to each case, in the context of loss, bodily injury and financial loss combined, including:

- for material damage and consequential financial losses caused by fire, explosion, smoke, water
- for sudden and accidental pollution
- for the delivery of meals in canteens
- for pure financial losses as well as for damage to objects caused by trainees in companies
- for loss due to bodily injury resulting from the transmission of diseases (Coronavirus)
- for property damage and combined consequential financial loss for property under custody, custody and control (to be worked or worked on, such as weighing, packaging, labeling, tolling, etc.) as well as damage to property caused by storage, handling and warehousing

NB: A deductible will be applied per claim when a student's liability is involved.

EXCLUSIONS

General exclusions:

The insurance does not cover, among others, the following cases (non-exhaustive list):

- Liability resulting from the violation of intellectual property, copyrights, trademarks, or patents.
- Liability for damage caused to third parties resulting from rules or practices relating to the insured activities or from methods of operation or work deliberately accepted when, in the opinion of a person competent in the insured activities, a designated expert, such rules or practices would inevitably lead to such damage.

- Liability for pure and non-consequential financial losses except where such losses result from an abnormal, unintentional and unexpected event. However, pure financial losses and non-consequential financial losses remain excluded in the event of cross-liability.
- Liability for pure financial losses in the USA/Canada.
- Damage arising out of or caused by the loading or unloading of any automobile.
- Liability arising from the use of any motor vehicle in circumstances where road traffic legislation does not apply or where insurance or cover is not required under any legislation relating to such use shall be construed as follows:
 - liability arising from the use of any motor vehicle primarily designed for transport purposes (car, truck, van, etc.) is covered when it is used as equipment. Any liability arising from damage related to road traffic remains excluded except when it occurs on the premises or on the site where the insured activities are taking place at the time of the damage.
 - Liability arising from the use of any motor vehicle primarily designed for operational purposes (crane, forklift, bulldozer, etc.) is covered when it is used as equipment. Any liability arising from damage outside of traffic remains excluded except when it occurs on the premises or on the site where the insured activities are taking place at the time of the damage.
- Liability resulting from delay or non-delivery of the insured's products or services and failure to meet dates.
- Any claims arising from defective data transfer in public and freely accessible networks (e.g. the Internet). This is only applicable if the defective transfer is based on the intervention/manipulation of third parties during the data transfer.
- To claims for damages caused by products and services whose use or effect has not been sufficiently tested in relation to their concrete application. "Not sufficiently tested" means, for example, not checked against the state of the art or, in the case of software, not subjected to the usual adequate program tests or checked in any other appropriate manner.

Exclusion for cyber loss :

- Excludes any cyber loss.

Cyber Loss means any loss, property damage, personal injury, liability, expense, fine or penalty or any other amount directly or indirectly caused by:

- the use or operation of any computer system or computer network; data ;
- the reduction or loss of ability to use or operate any computer system, computer network or the access, processing, transmission, storage or use of any data;

- the inability to access, process, transmit, store or use any data;
- any threat or hoax;
- any error or omission or accident concerning any computer system, computer network.

Computer System means any computer, hardware, software, application, process, code, program, information technology, communications system or electronic device owned or operated by the insured or any other party. This includes any similar system and any associated data input, output or storage device or system, network equipment or backup facility.

Computer network means a group of computer systems and other electronic devices or network facilities connected via some form of communications technology, including the Internet, intranet and virtual private networks (VPNs), enabling networked computer devices to exchange data.

Data means information used, accessed, processed, transmitted or stored by a computer system.

Cyber extension:

bodily injury, material damage and consequential financial losses caused to third parties, resulting from a computer loss and engaging the civil liability of the insured.

The above exclusion of computer losses does not apply to any third-party losses related to product liability / completed operations / professional liability.