

NEW INSURANCE POLICIES FOR STUDENTS AND RESEARCHERS FROM ABROAD FROM 1 JANUARY 2008 – GENERAL INFORMATION

As a result of the decision by the Executive Board of the Ghent University dated 17 December 2007 the following insurance policies were renewed starting from 1 January 2008: illness and disability for students and researchers from abroad, civil liability private life for students and researchers from abroad, and travel assistance for students and researchers from abroad. In principle, the premiums for this insurance are to be paid by the students or researchers from abroad themselves.

There is a transitional arrangement in which all insurance policies concluded in the past that started to have effect before 1 January 2008 and have a final date after 1 January 2008 remain valid.

It is important to note that

- health insurance is a legally obliged insurance!
- insurance civil liability private life is not legally obliged, but is strongly recommended (and may be important in case of a bicycle accident, as a pedestrian, in the weekend, ...)
- travel assistance insurance is not legally obliged but is strongly recommended for students and researchers from outside the E.E.A. (and is for example important when the foreign student or researcher needs to be repatriated to his country of origin or if the student or researcher needs to return prematurely to his country of origin because a relative has died)

It was decided not to conclude a new separate collective health policy insurance (illness and disability) from 1 January 2008 onwards, since the combination insurance policy offered by MARSH NV does not only cover the risks with respect to illness and disability but also the risks with respect to civil liability private life on the one hand and travel assistance on the other hand and it does so at the same price as the separate illness and disability policy. The cost amounts to a day premium of 2.75 Euro per person (inclusive of all costs and taxes).

Those who already have a health insurance policy (i.e. concluded with a health insurance fund) are given the option from 1 January 2008 of concluding a **separate civil liability private life insurance** policy with ETHIAS at the cost of a premium of 2.65 EUR (inclusive of all costs and taxes) per family and per month. Each partly started month will count as a full month in this context.

It is also possible to conclude a **separate travel assistance insurance** by means of a policy with VANBREDA RISK & BENEFITS NV at the cost of an annual premium of 91.77 EUR (inclusive of all costs and taxes) per person. The calculation of the premium will be done in proportion to the number of days

IMPORTANT!!

Finally you need to remember this:

1. You are legally obliged to have a health insurance during your stay in Belgium!!
2. If you are a non-E.E.A.-student or researcher, you need to take the combination insurance (MARSH!)
 - a. This combination insurance includes a.o. a health insurance (illness and

- disability), an insurance civil liability private life and a travel insurance (to be repatriated).
- b. The price for this combination insurance (see below) is the same as the price for only the health insurance, because it is a package formula (so that we do not offer a separate health insurance).
 - c. If you have this combination insurance, you do not need to take the insurance civil liability (ETHIAS) or the travel insurance (VANBREDA RISK & BENEFITS), because these risks are already included in the combination insurance;
3. If you are a E.E.A. student or researcher and you have a valid health insurance in your country, your health insurance will normally be valid in Belgium, so that you can, instead of taking the combination insurance (MARSH), subscribe separately to the insurance for civil liability (ETHIAS) and/or the insurance for travel assistance (VANBREDA RISK & BENEFITS). We recommend you strongly to subscribe to those both insurances (ETHIAS and VANBREDA RISK & BENEFITS)!!

To summarize, the following premiums apply from 1 January 2008:

Collective combination insurance (illness and disability, civil liability private life, travel assistance)	Marsh NV	2.75 EUR per person per day
Collective policy civil liability private life	Ethias	2.65 EUR per month (each started month counts as a whole month)
Collective policy travel assistance	Vanbreda Risk & Benefitis NV	91.77 EUR per year (in proportion to the number of days)

NEW INSURANCE POLICIES FOR STUDENTS AND RESEARCHERS FROM ABROAD FROM 1 JANUARY 2008 – SURVEY OF THE PREMIUMS

To summarize, the following premiums apply from 1 January 2008:

Collective policy civil liability private life	Ethias	2.65 EUR per month (each started month counts as a whole month)
Collective policy travel assistance	Vanbreda Risk & Benefitis NV	91.77 EUR per year (in proportion to the number of days)
Collective combination insurance (illness and disability, civil liability private life, travel assistance)	Marsh NV	2.75 EUR per person per day

MORE INFORMATION ABOUT THE INSURANCES FOR STUDENTS AND RESEARCHERS FROM ABROAD FROM 1 JANUARY 2008

In what follows, a survey will be given of the guarantees provided by the policies mentioned above. For all conditions, limitations and exclusions the full policy text needs to be consulted (available from the Legal Affairs Office)

<p><u>MARSH NV – collective combination insurance: illness and disability + civil liability private life + travel assistance</u></p>	<p>The collective combination insurance covers all guarantees as described in parcels 1 up to and including 3, i.e.:</p> <p><i><u>Parcel 1: Collective Illness and accident insurance</u></i></p> <p><u>Guarantees</u></p> <p>Reimbursement of the real indispensable treatment costs which directly result from an accident or illness; by this the following should be understood exclusively :</p> <ul style="list-style-type: none"> - The medical costs; - The costs for medication used during the validity period of the policy. For longer use a prior written consent has to be obtained from the Company; - The hospitalisation period in a shared room during a period of no more than 365 days and in Belgium, according to the price rates determined by the RIZIV, or abroad, according to the rates that are usual for a similar treatment level; - The surgical costs; - The costs for treatments and examinations; - The costs for transport by means of an ambulance to and from the place where the medical treatment is carried out in the country in which the insured person was present at the beginning of the transport; no compensation is given for the costs incurred while using public transport, such as train, tram and bus; - As a result of an accident, the required first prostheses; - The costs related to pregnancy and delivery for both the mother and the child, i.e.: • Care, if and for the period that a stay in the hospital is necessary; • The charged additional costs;; • (poli)clinical specialised help; • The costs for transport by means of an ambulance in as far these are medically necessary, i.e. when the necessity of care, examination or treatment is founded on generally recognised medical scientific considerations, and is prescribed or imposed by a medical doctor; <p>In addition, the company compensates the costs for an abortus provocatus is as far as this is medically necessary and is prescribed or imposed by a medical doctor, as well as in case of the result of a sexual offence, if and in as far as the treatment is carried out in a hospital</p> <ul style="list-style-type: none"> - The costs for the treatment by a physiotherapist, in as far as they are prescribed or imposed by a medical doctor, for a maximum of 12 consultations/treatments over a
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period of maximum 12 months after the accident or illness;

- Emergency dental costs; dental costs incurred as a result of an accident that happened during the time span of the policy are covered until no longer than 365 days following the day of the accident;

Coverage in case of death after an accident (compensation of up to 5,000 EUR)

Coverage in case of permanent disability (compensation of up to 75,000 EUR)

Exclusions

- a) attributable to physical or psychological disorders of the insured person;
- b) having become possible by being under the influence of beverages containing alcohol, except when it is proved that the alcohol percentage in the blood of the insured person at the moment of the accident is less than is allowed by the law of the country where the accident took place, unless he can prove that there is no causal link whatsoever between the suffered accident and his state of being under the influence of beverages containing alcohol;
- c) having become possible by being under the influence of intoxicating, stimulating or similar substances, except when the use of these substances is in accordance with the prescription of a medical doctor and the insured person has followed the instructions of use, unless he can prove that there is no causal link whatsoever between the suffered accident and his state of being under the influence of intoxicating, stimulating or similar substances;
- d) caused by a wilful act of the insured person or the beneficiary according to the contract, by suicide or attempt of suicide, by the voluntary participation in crimes or offences;
- e) caused by civil war or civilian uprisings and disturbances, international military conflicts or military uprisings and disturbances; even so, the insured person will continue to be covered by the insurance policy for a period of 14 days from the beginning of the hostilities when he is caught by surprised by such events;
- f) as a result of the voluntary use by the insured person of war devices or a weapon of which the possession is prohibited;
- g) attributable to thermal, mechanical, radioactive and other effects as a result of no matter which change in the atomic structure of matter;
- h) attributable to radiation from radio isotopes;
- i) that happen during the flight of a plane, a helicopter or

another air transport device, if the insured person carries out a professional act or another activity linked to the flight;

- j) as a result of or made possible by an ailing state in which the insured person finds himself at the moment of the accident or by paralysis or rigidity, blindness, deafness, insanity, epilepsy, dizziness, diabetes, gout or any other physical disability, unless this is caused by an accident guaranteed earlier by the policy; if the consequences of an accident are made more serious by the ailing state in which the insured person finds himself, or by a mental or physical disorder, which is present in the insured person, there will never be a higher compensation than the amount that would have been paid out according to the policy if the same accident had afflicted a totally able and healthy person;

which directly or indirectly are linked to or caused by the participation in or the deliberate attendance of hijackings, strikes, uprisings and acts of terrorism.

Special obligation in case of admission to a hospital

In case of admission in a hospital, it is necessary to make contact by telephone beforehand or, if this is impossible, within a week after the admission with ACE ASSISTANCE, which can then in consultation with the insured person or with his/her representative, the attending medical doctor and possibly also the general practitioner take those measures that serve the interests of the insured person best.

Parcel 2 : Collective insurance Civil Liability private life

Insured persons:

Only insured persons

Guarantees:

Insurance against the financial consequences of extra-contractual civil liability (including tenancy liability) in accordance with articles 1382 to 1386bis of the Civil Code or similar foreign legal provisions, for damages inflicted upon third persons within the framework of his/her private life;

Coverage of abnormal neighbourly nuisance : damages that are claimed by third parties on the basis of article 544 of the Civil Code or, abroad, on the basis of similar legal provisions in a foreign country, for disturbances in neighbourliness, on condition that these damages are the result of an abnormal event that is involuntary and unforeseeable to the insured person; all other damages that are considered as neighbourly nuisance are excluded; this coverage does not apply if the insured person has contracted the liability for neighbourly nuisance by means of a special agreement contracted by him and if he would not have sustained this liability if he had not contracted this agreement;

Coverage of legal assistance: only coverage to the degree that this is connected to the civil defence of the insured person; the

legal costs for the execution of a redress claim against a third party that is thought to have caused damages to the insured person are not covered.

Guaranteed amounts :

- Physical damage: 19,446,712 EUR (to be indexed to the index of November 2003)
- Material damage: 972,335 EUR (to be indexed to the index of November 2003);
- Coverage of abnormal neighbourly nuisance: a maximum of 743,680.57 EUR per damage claim and per insurance year. Immaterial damage that is not the consequence of physical damage or damage to objects is not covered;
- Legal assistance abroad: covered up to the real costs.

Obligatory exemption: 194 EUR (to be indexed to the index of November 2003);

Exclusions:

- a) Damage that falls under the extra-contractual civil liability which is subject to a legally obliged insurance;
- b) The damage for which the insured person is liable as a leader, appointed person or organiser of youth movements and similar organisations as a result of the acts of persons for whom he/she is responsible;
- c) The damage resulting from a wilful act of the insured person or resulting from the personal extra-contractual civil liability of the insured person who has reached the full age of 16 years and which results from:
 - An act and/or negligent act of the insured person, in which the content of pure alcohol in the blood of the insured person equals or exceeds the legally prescribed limit in Belgium or when he was in a similar state which is the result of the use of other products than alcoholic beverages
 - Participation in fights;
- d) The damage as a result of riding horses which have been harnessed or not and of which the insured person is the owner

Parcel 3 : Collective Travel assistance insurance for foreigners

Guarantees and guaranteed amounts

- a) Repatriation or sanitary transport: real costs;
- b) Repatriation of a deceased person: 7,500 EUR;
- c) Early return in case of death of a close relative: real costs;
- d) Sending medication: real costs;
- e) Location and rescue costs: real costs;
- f) Telecommunication costs: 125 EUR;
- g) Legal assistance: real costs;
- h) Travel and subsistence costs of members of family: 7,500 EUR;
- i) Travel assistance abroad: in case of unexpected and serious problems abroad as a result of theft of travel

	<p>documents, ACE ASSISTANCE will assist the insured person with advice and help with respect to embassies, consulates and other official authorities;</p> <p>j) Reimbursement of medical, surgical, pharmaceutical and hospital costs: reimbursement up to the rates of the RIZIV;</p> <p>k) Payment of compensation in case of death and permanent disability:</p> <ul style="list-style-type: none"> - In case of death ACE will pay the legal heirs an amount of 25,000 EUR; - In case of permanent disability: maximum intervention of up to 75,000 EUR <p><u>Exclusions :</u></p> <p>a) Cases of pregnancy, except in case of unforeseen complications, and in any case a pregnancy after the sixth month;</p> <p>b) Every intervention in case a journey is (partly) undertaken in order to undergo a (para)medical treatment;</p> <p>c) The consequences of taking medication, drugs, tranquillisers and alcohol;</p> <p>d) Every voluntary intervention for personal reasons abroad</p> <p>e) The costs of which it could reasonably be expected on the starting date of the policy that they would have to be made during the insurance period</p>
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<p><u>ETHIAS,</u> insurance <u>civil liability</u> <u>private life</u></p>	<p><u>Insured persons :</u></p> <ul style="list-style-type: none"> - the students, researchers and others from abroad during their stay in Belgium; - their members of family, when they reside in Belgium together with them; <p><u>Guarantees :</u></p> <p>The extra-contractual <u>civil liability</u> that can be imposed on the insured persons on the basis of Belgian or foreign legislation or regulations (more specifically articles 1382 till 1386bis of the Civil Code) for all facts, actions or acts of negligence of private life that have caused damages to third parties.</p> <p>The guarantee also applies to the indemnification of damage for which the insured person may be deemed liable on the basis of article 544 of the Civil Code (<u>neighbourly nuisance</u>).</p> <p>Tenancy <u>liability</u> of the insured persons is not covered.</p> <p>The <u>legal assistance</u> guarantee comprises :</p> <ul style="list-style-type: none"> - making available to the insured person of the legally necessary means to defend his interests, both on the level of friendly settlements or as part of a legal or extrajudicial procedure; - taking charge of the fees and legal and extrajudicial costs that are necessary for the termination of a damage claim. <p>The guarantee <u>insolvency of third parties</u> comprises the reimbursement of damages awarded by a legal court as the result</p>
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	<p>of a damage claim that led to a legal claim; this guarantee will only apply after all legal means have been exhausted, and as much as the reimbursement of the compensation, even after a forced execution, is impossible and all intervention of a possible insurer has been ruled out; this guarantee is not applicable to material damages that are caused by a wilful action, or when the liable person has not been identified, or if the amount to be recovered is less than 123.95 EUR (to be indexed).</p> <p><u>Guaranteed amounts :</u></p> <ul style="list-style-type: none"> - 211,172,684.58 EUR per damage claim with respect to physical damages; - 4,234,647.53 EUR per damage case concerning material damages, with an (indexed) exemption of 211.73 EUR per case of damage (at the presently valid index). <p><u>Exclusions :</u></p> <ul style="list-style-type: none"> a) damage that is the result of civil liability which falls under the application of legally obliged insurance (more specifically as the result of legislation with respect to the legally obliged insurance of motor vehicles); b) damages resulting from the personal civil liability of insured persons that have reached the age of 16 years and that have either wilfully caused damages or have done so in a state of drunkenness or an analogous state, caused by the use of other products than alcoholic beverages; on the other hand, the liability of the insured person that is civilly liable for the perpetrator of the damage is covered, except when it is caused by his own wilful fault; c) damage that results from the following serious faults: <ul style="list-style-type: none"> - reckless or apparently dangerous acts; - damages caused by dilapidated buildings, when the most obvious precautionary and security measures to prevent the damages have not been taken; d) damages, either directly or indirectly resulting from the change of an atomic nucleus, from radioactivity and from the production of ionising radiation
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<p><u>VANBREDA</u> <u>RISK &</u> <u>BENEFITS</u> <u>NV</u> – insurance <u>travel</u> <u>assistance</u></p>	<p><u>Guarantees and guaranteed amounts:</u></p> <ul style="list-style-type: none"> a) repatriation to the country of origin: unlimited intervention b) medical and related costs up to 125,000 EUR including dental care up to 250 EUR per case outside Belgium and outside the country of origin c) Location and rescue costs up to 12,500 EUR d) Repatriation or transport of a deceased person; e) Travel of the family to a hospitalised insured person; f) Early return of the insured person in case of a deceased member of family; g) Sending medication if the medication is unavailable locally and absolutely necessary; h) Telecommunication costs: costs made in contacting the emergency centre; real costs with a maximum of 125 EUR per
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case;

- i) Payment of compensation in case of death or permanent disability: up to 25,000 EUR;

Payment of compensation up to 70% of the normal compensation in case two-wheel motor vehicles of more than 125cm³ are involved in the case of damage.

Exclusions :

- a) Wilful acts and/or provocation and/or apparent reckless acts, unless it concerns a justifiable attempt at rescue of people and/or animals and/or goods;
- b) Suicide or attempt at suicide;
- c) Atomic reactions and/or radioactivity and/or ionising radiation, except when it has been suffered during the medically required treatment as a result of damage that is covered;
- d) As far as the reimbursement of medical and analogous costs is concerned:
- Illness or accident happening to the insured person in the country of official residence and/or the usual place of residence, as well as every journey undertaken with the intention of undergoing medical treatment;
 - Circumstances known by the insured person at the moment of leaving on a journey which make the damage reasonably foreseeable and/or for which a negative travel warning was given by the World Health Organisation or by the Ministry of Foreign Affairs in Belgium;
 - Illness and/or injury as a result of an accident that was not stable during a period of 90 calendar days before the date of departure for the journey or for which in that same period medical or paramedical care was started or adjusted;
 - Psychological and/or psycho-somatic and/or nervous disorders, except when they result from damages that are covered; courses of treatment, period of admission in a revalidation centre; sexually transmittable diseases; tropical diseases if the precautionary measures recommended by an official authority have not been taken;
 - Costs for eye glasses and frames; hearing aids except if they directly result from an insured case of damage and in which the company is only obliged to intervene up to an amount of 750 EUR;
 - Pregnancy, delivery, voluntary abortion, the interventions resulting from this and their consequences, unless it concerns complications as a result of pregnancy;
 - Dental care except tooth breakage but with a maximum of 750 EUR.