



**Collective insurance
physical accidents**

General Terms and Conditions

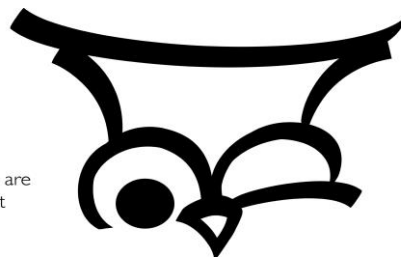
(This translation is provided as an aid for policyholders or insured who are English-speaking. In the event of any differences arising as to the meaning or interpretation of any part of the general conditions, only the original French/Dutch wording will be considered valid)

Any swindle or attempt to swindle the insurance company entails not only the cancellation of the insurance agreement, but also criminal prosecution on the basis of Article 496 of the Penal Code.

For a complaint relating to the present contract, the policyholder may contact:

- In the first instance: VIVIUM's Complaints Management service, Rue Royale/Koningsstraat 151, 1210 Brussels, tel.: 02 250 90 60, e-mail: klacht@vivium.be
 - For appeals: Insurance Ombudsman, Square de Meeûs/de Meeûsplantsoen 35, 1000 Brussels, www.ombudsman-insurance.be.
- Such a complaint does not preclude the possibility of bringing legal proceedings.
-

From now on insurers are
being extra alert about
detecting fraud ...



... honest people
can count on us.

Help us prevent abuses.

Table of contents

Article 1	Definitions	4
Article 2	Cover	6
Article 3	Beginning and ending of affiliation	6
Article 4	Determination of rights for participants who are not full-time employed	7
Article 5	Transfers.....	8
Article 6	Postponement of the maturity date	9
Article 7	Geographical scope.....	9
Article 8	Excluded risks.....	9
Article 9	Criminal intent and gross negligence	10
Article 10	Restriction of the compensation	10
Article 11	Reporting a claim and medical follow-up.....	10
Article 12	Beginning and termination of the guarantee	11
Article 13	Duration and cancellation of the rules	11
Article 14	Rate change	11
Article 15	Obligations of the insurer when the rules are terminated.....	11
Article 16	Premium payment	12
Article 17	Premiums and taxes due.....	12
Article 18	Resignation of a participant.....	12
Article 19	Data protection	12
Article 20	Violations of the duty of disclosure	13
Article 21	Medical disputes	13
Article 22	Correspondence	13

Article 1 Definitions

Participant:

Employees who belong to the category of employees for which the pension provider has set up a collective insurance physical accidents and meet the conditions for affiliation.

Beneficiary:

The person(s) to whose advantage the insured benefits are agreed.

Benefit statement:

The overview of guarantee.

Consolidation:

The time when the condition of the participant is no longer prone to any relevant evolution, neither spontaneously nor as a result of a treatment.

Pension provider:

The company concluding the rules with the insurer.

Invalidity / incapacity for work:

Invalidity is understood to be any harm to the physical integrity of the participant, which may lead to incapacity for work.

The disability percentage is established by means of a medical decision based on the Official Belgian Scale for the establishment of the Degree of Disability and the relevant applicable Belgian laws.

Full invalidity is understood to be a disability percentage of at least 67%.

The invalidity is considered permanent if it can be proven that the invalidity will affect the participant for the rest of his life, without a chance of any relevant improvement, even if adequate medical treatment is provided.

When incapacity for work is referred to it is always understood to be economic incapacity for work. Economic incapacity for work is the unfitness of the participant to exercise any professional activity corresponding to his knowledge, skill and professional past. It is fully independent of any other economic criterion and is defined by means of a medical decision.

Change date:

The change date is the date when the rights are administratively adjusted in function of:

- change of level of employment (part-time employment contract);
- suspension of the employment contract
 - following the taking of (part-time) time credit or other social leave;
 - following incapacity for work with loss of salary;
- part-time early retirement;
- suspension of the employment contract with loss of salary.

The change date is the first day of the month coinciding with or following one of the above-mentioned events. However, the insurer grants immediate cover as from the moment of change.

The pension provider forwards the request for changes to the insurer using the modification form.

Collective insurance physical accidents

General Terms and Conditions

Annual adjustment date:

The annual adjustment date is the date when the rights for every participant are recalculated in line with the calculation elements to be taken into account at that time.

Amendments made to the calculation elements in the course of an insurance year only take effect from the next annual adjustment date.

Accident:

An accident will exclusively be understood to be any sudden event which directly results in a physical injury of the participant and insofar as the cause or one of the causes of the injury is external to the participant's body.

An accident is either a work accident or a private accident.

A work accident is an accident as defined in the Belgian legislation on work accidents, including accidents when travelling to and from work. The reference to the legislation on occupational accidents is only included to define the concept of occupational accident.

A private accident is every accident that is not an occupational accident.

Euthanasia as a result of a serious and incurable injury that is a direct result of a covered accident, is also guaranteed. Death as a result of euthanasia that does not meet this condition is not covered by the guarantee.

Rules:

The general terms and conditions, the special terms and conditions and the benefit statement together form the pension rules. Any schedules and annexes to the special terms and conditions form an integral part of these rules. However, the provisions contained in the special terms and conditions and any riders and annexes take precedence over the general terms and conditions.

The insurer reserves the right to settle all issues not expressly provided for by these special terms and conditions in accordance with the general terms and conditions.

Insurer:

VIVIUM, a brand of P&V Insurances sc/cv, insurance company authorised under code 0058.

Insurance year:

The period from the annual adjustment date of any year up to and including the day immediately preceding the next annual adjustment date.

If the rules are cancelled between two annual adjustment dates, the last insurance year will run over the period between the last annual adjustment date and the day when the rules are cancelled.

Article 2 Cover

The insurer agrees to pay the rights mentioned in the special terms and conditions if the participant is the victim of an accident. Both the guarantee and the type of accident - work accident and/or private accident - to which the guarantee applies, are described in the special terms and conditions.

2.1 Death

Insofar as the death of the participant is the direct result of a covered accident and occurs within three years after the day of the accident, the insurer will pay the rights to the beneficiary in case of death. The beneficiary in case of death is identical to the beneficiary in case of death as specified in the collective pension agreement to which this collective insurance physical accidents is linked.

2.2 Full and permanent disability

Insofar as the participant suffers a full and permanent invalidity as a direct result of a covered accident, the insurer will pay the rights specified in the special terms and conditions to the participant.

This invalidity is established after consolidation of the injuries not later than 3 years after the accident. The assessment will only take into account the direct consequences of the accident and no other diseases, physical or mental disorders nor any an existing handicap that is unrelated to this accident.

References to the invalidity are only intended to define the amount of the benefit. However, this does not prejudice the fact that the granted benefit serves or is considered to serve to remedy the incapacity for work.

The benefits ensuing from this cover - which can only be subscribed to in addition to the "death benefit" (2.1) - and the insured benefits ensuing from the "death benefit" (2.1) cover can never be accumulated as a result of one and the same accident.

Article 3 Beginning and ending of affiliation

For administrative purposes, affiliation occurs on the first of the month coinciding with or following the date on which the employee meets the conditions for affiliation. However, the insurer grants immediate cover from the date on which the conditions for affiliation are met.

If an employee is unable to work and/or his employment contract is suspended at such time as he meets the conditions for affiliation, his affiliation will be postponed until the first of the month coinciding with or following the date of partial or full resumption of work.

The affiliation is terminated on:

- the first of the month coinciding with or following
 - the day on which the definition of participant and/or the conditions for affiliation are no longer complied with;
 - the day when the participant leaves the pension provider's company before the maturity date;
- the date on which the participant dies if prior to the maturity date;
- the maturity date.

Article 4 Determination of rights for participants who are not full-time employed

Participants with an employment contract for part-time work:

For salary-related rights the calculation is made on the basis of the salary corresponding to part-time work.

Lump-sum rights are proportionally converted in function of the level of employment.

The maximum capital is not converted in function of the level of employment.

Taking time credit and other types of social leave:

For all types of:

- time credit;
- parental leave;
- leave to care for a seriously ill family member;
- leave for palliative care; or
- any other statutory form of social leave where provision is made that, for the purposes of Belgian social security, these periods are equated with periods of full-time work,

the rights are defined as follows:

- for the first three months, counted from the change date, the rights are further defined as if the participant's level of employment had remained unchanged;
- as from the fourth month, counted as from the change date, the following provisions apply:
 - in case of taking full-time time credit or full-time social leave: premiums are no longer due and the collective insurance physical accidents is terminated. On resumption of work, the premiums are again due as from the first of the month coinciding with or following the date of resumption of work. However, the insurer grants immediate cover as soon as work is resumed.
 - in case of taking part-time time credit or part-time social leave: the rights are set according to the procedure described under "participants with an employment contract for part-time work".

Participants over 50 taking half-time early retirement or part-time time credit:

In contrast to the provisions described above, for participants who take half-time early retirement and for participants of over 50 years of age who take a part-time time credit, for the entire period of half-time early retirement pension or part-time time credit respectively, the rights are not reduced according to the level of employment, but continue to be defined as though the level of employment of the participant had remained unchanged, based on his/her salary in the month preceding the taking of time credit or early retirement.

Incapacity for work of the participant at the time of affiliation or as a result of an event that is not covered:

- in case of partial incapacity for work the following provisions apply:
 - for an employee who is partially unable to work on the day that he meets the conditions for affiliation or for a participant who becomes partially unable to work due to an event that is not covered, the rights are defined as from the affiliation date or the change date respectively in accordance with the procedure described under "participant with an employment contract for part-time work".
- in case of full incapacity for work the following provisions apply:
 - for an employee who is fully unable to work on the day that he meets the conditions for affiliation, the affiliation is postponed until after the resumption of work;
 - for an employee who becomes completely unable to work as a result of an event that is not covered, premiums are no longer due as of the change date and the collective insurance physical accidents is terminated for the employee in question.

On resumption of work, the premiums are again due as from the first of the month coinciding with or following the date of resumption of work. However, the insurer grants immediate cover as soon as work is resumed. The rights are calculated in accordance with the special terms and conditions and on the basis of the salary and the rate of employment at that time.

If the period of incapacity for work as a result of an event that is not covered is shorter than 30 days, the procedure described above will not be applied but the rights will further be determined as if the participant's level of employment had remained unchanged.

Suspension of the participant's employment contract with loss of salary:

If a participant's employment contract is suspended for a reason other than taking time credit or other forms of social leave, premiums are no longer due as of the change date and the collective insurance physical accidents is terminated.

On resumption of work, the premiums are again due as from the first of the month coinciding with or following the date of resumption of work. However, the insurer grants immediate cover as soon as work is resumed.

If the employment contract is suspended for less than 30 days, the procedure above will not be applied, but the rights are further determined as if the participant's level of employment had remained the same.

Article 5 Transfers

If the affiliation is defined in the special terms and conditions in function of the years of service, the years of service with former employers are also taken into account:

- in case of a collective transfer of employment of employees;
- in case of a transfer of employment of an employee within the group of companies with legal-economic ties, to which the pension provider belongs.

Article 6 Postponement of the maturity date

Postponement means that the policy maturity date is deferred by one year at a time (year of postponement) if the participant is still employed by the pension provider on this date. This policy maturity date may be deferred annually for up to five years after the original policy maturity date and until not later than the participant's 65th birthday. The provisions of the rules remain effective during the year of postponement.

The participant is not permitted to defer the maturity date or the maturity date that has already been deferred if, on the date the year of postponement commences:

- he is totally unfit for work; or
- if his employment contract is suspended at that time; or
- if the participant does not work owing to social measures.

If the participant is partially unfit for work on reaching the policy maturity date or the deferred policy maturity date, the postponement only relates to his rights in respect of his part-time employment.

Postponement is only possible if provided in the special terms and conditions and on the basis of the rate specified in the special terms and conditions.

Article 7 Geographical scope

The accident guarantee is valid worldwide.

In case of damage suffered abroad the provisions of article 11 ("Reporting a claim and medical follow-up") will still apply. In relation to the "full and permanent invalidity" guarantee (2.2), the participant shall see a physician in Belgium for a medical examination upon request of the insurer.

Article 8 Excluded risks

The following accidents are not covered:

- suicide or attempted suicide of the participant;
- complications or aggravation in case of a medical treatment that is not directly related to a covered accident;
- an accident as a direct consequence of revolt, civil riots, all collective acts of violence of a political, ideological or social nature, whether or not accompanied by rebellion against the government or any established power whatsoever;
- an accident as a result of an event of war, i.e. an event which is the direct or indirect consequence of an offensive or defensive action by a warring power or any other event of a military nature;
- an accident involving an aircraft on which he/she embarked as pilot or member of the flight crew;
- an accident involving an aircraft on which the participant embarked as passenger, where an aircraft is involved:
 - which the participant knew or could have known had no flying licence for the transport of persons or goods;
 - of an air force with is not intended for passenger transport;
 - that transports products with strategic characteristics in areas where hostilities are in progress or rebellion prevails;
 - which is preparing for or participating in a sports competition;
 - which is carrying out test flights;
 - of the "ultra light motorised" type;

- an accident due to the effect of the change of a material's atomic structure, artificial acceleration of the atomic particles and radiation of radioisotopes, unless for the performance of medical and/or paramedical professions.

Sports

The risks involved in doing sports are guaranteed, except when the fact leading to the claim occurred:

- as a result of professional sportsmanship or doing sports in the context of a contract of employment, even as a secondary activity, including training exercises;
- as a result of participating in an attempt on a record, explorations or sporty expeditions.

Article 9 Criminal intent and gross negligence

The following accidents are not covered:

- a deliberate act committed by the person who has an interest in the benefit, aided and abetted by him; a deliberate act committed with the intention of causing injury to the participant.
- the cases of gross negligence committed by the participant or the person interested in the benefit as listed below:
 - any participation in crimes, offences or fights, which are either or not the result of a provocation or dispute, except cases of legal self-defence;
 - obvious reckless acts of which it is known that they form a threat to the physical integrity, unless in cases of saving persons or goods;
 - obvious reckless acts, committed by a third party with the approval of the participant or any other person with an interest in the benefit, which cause injury/damage to the participant;
 - acts committed under the influence of alcoholic beverages or narcotics or drugs, except if there is no causal relation between this condition and the claim.

Article 10 Restriction of the compensation

The level of permanent disability as a result of the injury suffered in the accident, cannot be increased due to injuries or conditions that are not the consequence of the covered accident.

Article 11 Reporting a claim and medical follow-up

Accidents that may give rise to an intervention must be notified to the insurer within 30 days at the latest.

The death of the participant must be notified to the insurer within 8 days at the latest.

In the event of late notification, the insurer may reduce its intervention by the loss it has incurred, unless evidence is supplied that the accident report was submitted as soon as reasonably possible.

The report must be made using the form intended for this purpose and must be accompanied by all original documents, certificates and reports which can demonstrate the existence and seriousness of the accident.

The participants agree that, after their death, the attending physician provides a declaration of the cause of death to the insurer's consulting physician. The insurer may request additional information or have an autopsy carried out at its expense.

The medical reports of the attending physician will be submitted by the participant to the insurer's consulting physician. The insurer may request additional information from the participant or invite him to undergo additional medical examinations.

Where appropriate, the insurer will await the results before adopting a standpoint on whether or not the claim is covered.

If one of these obligations is not met, the insurer may reduce its intervention by the loss it has incurred.

If false reports are presented, false declarations are given or certain facts of circumstances are deliberately withheld which are clearly of importance in assessing the claim, the insurer may refuse its intervention and demand back any sum unduly paid, plus interest at the statutory rate.

Article 12 Beginning and termination of the guarantee

The cover period starts and ends at the latest on the respective date indicated in the special terms and conditions. The rules do not become effective before the insurer received the first premium.

Article 13 Duration and cancellation of the rules

The rules are concluded for a duration of 1 year. Barring notice, the rules are automatically renewed for one year at the end of every insurance year.

Both the pension provider and the insurer can cancel these rules, by registered letter, on every annual adjustment date, provided a notice period of at least three months is observed.

The pension provider can also terminate the rules by registered letter at least three months before the anniversary of the insurance's effective date.

Article 14 Rate change

When the insurer changes the rates, the pension provider is entitled to cancel the rules. The rate change shall be notified at least 4 months before the rules' annual adjustment date and the pension provider can cancel the rules within one month after the notification by means of registered letter. If the rate change is notified within 4 months before the annual adjustment date, the pension provider can give notice within a term of three months after the notification.

Article 15 Obligations of the insurer when the rules are terminated

When the rules are terminated, for any reason whatsoever, the insurer will provide intervention for any guaranteed accident that took place before the date when the rules were terminated.

Article 16 Premium payment

The insurer provides the pension provider with a periodical paying-in slip of the premium to be paid. The frequency of premium payment is specified in the special terms and conditions.

When the premium is not paid on the due date, the insurer will send a registered notice to the pension provider. If the premium is not paid within the set payment term, the insurer can suspend the coverage or cancel the rules.

The suspension of the cover ends on the day following payment of the premium arrears, increased with interests and costs, to the insurer.

Article 17 Premiums and taxes due

Premiums fall due for each participant:

- the premiums are due as of the administrative affiliation for the respective rights;
- if affiliation commences during a year of insurance, the premiums are payable on a pro rata basis for that year.

Amending and cancelling the premium due date:

- when amending rights or items used for the calculation, the due date for new premiums takes effect on the annual adjustment or change date;
- premiums are no longer payable from the first of the month coinciding with or following termination of employment;
- when the contract of employment is suspended with loss of income for longer than 30 days and not due to incapacity for work, the premiums will no longer be due as from the first day of the month coinciding with or following the suspension;
- when reaching the maturity date;
- when the participant dies, premiums are no longer due as of the due date preceding the death, unless premiums are paid at the beginning of the period, premiums will no longer be due on the due date following the death.

Taxes are due as of the moment that premiums are due.

The premiums and taxes are paid by the pension provider to the insurer on the due date.

The pension provider withholds any premiums and taxes for account of the participant from his/her salary in the same number of instalments as applicable for salary payments.

Article 18 Resignation of a participant

If a participant leaves the pension provider's company, the guarantee ends. The insurer will intervene for every guaranteed accident that took place before the date of resignation.

Article 19 Data protection

The data relating to the participant are entered in files kept to be able to draw up, manage and implement the insurance agreements.

Pursuant to the Act of 8 December 1992 on the protection of privacy concerning the processing of personal details and any later amendment which replaces and/or supplements the binding provisions of this Act, the participant may inspect his personal details and have them corrected if necessary.

P&V Insurances sc/cv is responsible for the processing.

Article 20 Violations of the duty of disclosure

If the pension provider deliberately concealed or incorrectly reported information about the risk, thus misleading the insurer in the assessment of the risk, the rules will be null and void.

If the participant commits such a violation of the duty of disclosure, the rules will be null and void vis-à-vis that participant.

The premiums due up to the moment the insurer became aware of the deliberate concealment or deliberate incorrect information will be payable.

Article 21 Medical disputes

Disputes about medical matters can be settled in an out-of-court medical expertise, provided the insurer and the person to be examined or his representative agree. Both parties each appoint their own doctor. The third party doctor appointed by both doctors will only intervene when no agreement can be reached between both doctors.

Every party will pay the fees and expenses of the doctor appointed by it. The fees and expenses of the third party doctor and the specialised tests will be paid by both parties, for 50% each.

However, on pain of nullity of their decision, the doctors may not deviate from the provisions of the agreement.

Article 22 Correspondence

Letters will be validly sent to the address stated by the addressee. If one of the parties changes address, the new address shall be notified to the other party without delay. If a party fails to communicate the new address, letters will be validly sent to the previous address.