

GO SAFE - CORPORATE BUSINESS CONTRACT

GHENT UNIVERSITY POLICY N° GBC 9614 - N.E.

TERMS & CONDITIONS OF INSURANCE

(REF 2096-GSGB-05022016)

GENERAL PROVISIONS

The provisions that follow apply in respect of the entire insurance policy

1. DEFINITIONS

a) Insurance Taker: the enterprise with registered office in Belgium having concluded the insurance contract.

b) The Insured:
-foreign guests of the Ghent University (with a non-Belgian nationality who have their habitual residence abroad, possibly also in non-EU countries), including students, researchers, staff (among others visiting professors), interns, visitors, and others, and, where appropriate, their families, both during their journey to, annex stay, in Belgium and during their journey to, annex (short) stay, abroad under the auspices of the Ghent University or in the course of research or educational projects of which the Ghent University is the coordinator; as well as

-students, researchers, staff (including visiting professors), trainees, visitors and others and, where appropriate, their families, from EU or non-EU countries coming to study or do research in the framework of the European Erasmus Mundus program or other projects at a partner institution of an existing consortium. The cover also applies in cases where the student does not come physically to Belgium or departs from

Belgium, but is staying at another partner university within the project consortium.

c) The Insurer: MAPFRE ASISTENCIA, Compañía Internacional de Seguros y Reaseguros SA, through its branch in Belgium. Holder of the commercial name "Europese". Registered office Trierstraat 45/1, 1040 Brussels; (company registered under code 2096).

2. DURATION OF THE INSURANCE POLICY

The insurance contract is concluded for the duration of one year, commencing on **01/10/2013**. The contract shall be tacitly assumed to have been renewed for a further period of one year at the end of each period of one year and this for a maximum of 3 times.

3. TERRITORIAL EXTENT

- The guarantee of the insurance contract applies worldwide during the insured's stay for research and education projects purposes.

4. PREMIUM (€ 0,89 per day)

a) Manner of payment of premium.
The premiums, plus taxes and

contributions, are indivisible and must be paid in person. They are payable against presentation of a receipt or upon receipt of a due-date notice. If the premium is not paid directly to De Europese the payment of premium is relieving if effected in favour of the insurance producer being in possession of the receipt made out by De Europese or who appears in the conclusion or execution of the present Contract.

b) Non-payment of the premium on the due date constitutes grounds for the suspension of the cover and cancellation of the Contract subject to service of formal notice of default to the debtor. Such formal notice of default is served by writ or process or by registered letter. This instructs the Insurance Taker to pay the premium within fifteen days; calculated from the day following the signature or presentation at the post office for the mailing of the registered letter.

c) Suspension or cancellation does not become effective until the said time limit of fifteen days has elapsed. If the cover is suspended, the payment by the Insurance Taker of any premiums in arrears, in this case plus interest, ends such suspension. If De Europese suspends its obligations for the provision of assistance, it may cancel the Contract if it has

reserved that right in the formal notice of default served to the Insurance Taker. In that case the cancellation becomes effective after fifteen days, to be calculated from the first day of the suspension. If De Europese has not reserved the possibility of cancelling the Contract in the formal notice of default, cancellation cannot be effected otherwise than by service of a new notice of default in accordance with point b) above.

- d) The suspension of cover does not prejudice the right of De Europese to demand any later due premiums on condition that the Insurance Taker is served formal notice of default as described above.

The rights of De Europese are limited to the premiums for two consecutive years.

5. TERMINATION OF THE INSURANCE POLICY

The Contract may be terminated by either Party at the end of each year subject to service of a registered letter, writ or process, or by submission of a letter of termination against acknowledgement of receipt not later than three months before the annual expiry date.

6. DESCRIPTION OF THE RISK

The insurance is concluded and the premium is fixed on the basis of the declarations of the Insurance Taker, who undertakes, upon conclusion and for the duration of the contract, to provide all information that may help to assess the extent of the risk and that may logically be regarded as being elements for assessment by De Europese in the matter of its guarantee.

7. APPLICABLE LAW – STATUTE OF LIMITATIONS

The insurance contract falls within the

scope of Belgian legislation.

The National Insurance Act covers any circumstances for which provision is not made in the present Contract.

All legal proceedings issuing from this insurance contract shall lapse after a period of three years, calculated from the day of the event originally cited as grounds therefor.

8. SUBROGATION

De Europese automatically enters into the rights of the Insured with regard to liable third parties to the amount of its contribution, except for amounts paid in the context of the "Physical Accident" guarantee.

9. ADDRESS FOR SERVICE

The address for service of the Parties to the present Contract is automatically:

- for De Europese: its registered office,
- for the Insurance Taker: the address stated in the policy.

Any communication to De Europese must be sent to its registered office in order to be valid.

10. PROTECTION OF PRIVACY

The personal particulars given in the context of the present Policy are treated in accordance with the Law of 08 December 1992 pertaining to the protection of privacy in connection with the use of personal particulars.

These particulars are used exclusively for the identification of the Insurance Taker and of the Insured, for the processing of claims for accident, loss or damage and for the optimization of relations with the existing clientele.

Each person proving his/her identity by means of copy of his/her an identity card has the right to consult his/her data in the file and demand any necessary corrections. Each such

application will be dealt with in compliance with the provisions of the abovementioned Law. The right to access may be exercised at the following address: De Europese Goederen en Reisbagage Verzekeringsmaatschappij N.V., Tweekerkenstraat 14, 1000 BRUSSELS.

11. LANGUAGE

If the insurance conditions or a copy thereof were provided in a language other than Dutch, the conditions drawn up in Dutch will prevail.

12. GENERAL EXCLUSIONS

De Europese is under no obligation to pay in case of:

- deliberate acts on the part of the Insured;
- suicide of the Insured; remain however insured : the costs for repatriation of the body from the place of decease abroad to a place of burial in the country of origin up to maximum € 5.000, as well as the costs of the coffin up to maximum € 1.500;
- excessive consumption of alcohol or use of drugs and/or medicines or narcotics not prescribed by a doctor;
- the effects of nuclear or atomic incidents or radiation;
- war, strike or civil unrest and civil war and acts of collective violence and serious threat on the above elements, unless the Insured is able to prove that there is no causal connection with the event resulting in the damage;
- indirect costs.

I. ASSISTANCE

A. ASSISTANCE CONCERNING THE INSURED PERSON

1. IN CASE OF SICKNESS OR PHYSICAL ACCIDENT OF THE INSURED

On receipt of a call from its Emergency Switchboard De Europese immediately contacts its medical team and the attending doctor to make the necessary arrangements in accordance with the medical advice.

If the doctors advise repatriation, De Europese organizes, completely at its own cost, the repatriation of the Insured to his/her place of residence or the transport to the local medical centre or, if necessary, to a more suitable medical centre by:

- a. flying doctor;
- b. ordinary scheduled flight;
- c. first class train, sleeper or couchette train;
- d. ambulance;
- e. any other suitable form of transport, depending on the circumstances of repatriation.

Repatriation will be conducted with the accompaniment of a doctor and/or nurse if the medical condition of the Insured so requires.

The choice concerning the means of transport for repatriation and the medical centre is solely directed by consideration of the well-being of the Insured and is made by the doctor of the medical team of De Europese after discussion with the local attending doctor.

Repatriation from countries outside Europe, the Mediterranean Sea area, the Canary Islands or Madeira is by ordinary scheduled flight only (economy class).

Arrangements made with a view to repatriation without the prior knowledge or consent of De

Europese, won't be taken at its charge, nor are the repatriations for minor illnesses or injuries that can be treated in situ.

2. IN CASE OF DEATH OR PHYSICAL ACCIDENT OF THE INSURED

De Europese compensates and organizes, in accordance with the unanimous wishes of the next of kin of the Insured:

- a) - either the complete transport costs of the body from the place of decease abroad to a place of burial in the country of origin; in case of suicide, these costs remain limited to € 5.000;
 - or the local burial costs from decease in situ to a maximum of the amount of payment in case of repatriation of the deceased.
- b) De Europese further compensates:
 - the costs of the post-mortem treatment;
 - the coffin to a maximum of € 1 500.

3. MEDICAL COSTS RESULTING FROM SICKNESS OR PHYSICAL ACCIDENT

In case of sickness or physical accident affecting the Insured during the covered movements De Europese pays, to a total amount of € 5 000 000 per insured person:

- a. the medical or paramedical fees, including the medical costs due to an infection with germs,
- b. the medicines prescribed by the attending doctor,
- c. the hospital admission and treatment charges. In case of hospitalization, all medical costs for a stay in a semi-private room are covered, regardless the length of the hospital stay,
- d. the local transport costs to a

medical centre prescribed by the attending doctor,

- e. and, in addition:
 1. the dental care to a maximum of € 400, and € 1.000 after physical accident, including the costs for urgent repair of the Insured's dental prosthesis to a maximum of € 100,
 2. the expenses for the medically necessary abortion, including the interruption of pregnancy after sexual offense,
 3. the medical costs during the pregnancy and/or childbirth. However, pregnancies as from the third trimester (28th week) at the moment of subscribing the policy, as well as the voluntary interruption of the pregnancy remain excluded, with exception of proven sexual offense and the medically necessary abortion,
 4. hotel costs up to € 65/day for a maximum of 10 days for the Insured and for the insured life-partner or travelling companion accompanying him/her in connection with the extension of the stay on medical advice,
 5. extra hotel costs incurred through adaptation of amenities on medical advice up to € 25 per day for a maximum of 10 days,
 6. the taxi fare paid by the life-partner or travelling companion abroad to visit the Insured in hospital. The sum paid by De Europese remains limited to € 100 for all insured parties,
 7. reimbursement, to a maximum of € 250, the costs for contact lenses, spectacles with corrective lenses, as well as reimbursement of essential prostheses, after a physical accident during the covered trips,
 8. the costs, up to € 12 500, for psychological assistance or

treatment of the Insured after a disaster, attack or hostage-taking situation of which the Insured is either the victim or a direct witness,

9. the integral reimbursement for acupuncture, psychotherapy, physiotherapy, however taking into account the following limitations :

- max. 12 sessions per year for physiotherapy
- max; 9 sessions per year for psychotherapy.

The medical and hospital costs are defrayed by De Europese. De Europese will preliminary intervene but reserves the right to pursue compensation from any other subscribed disease or accident insurance.

4. INTERRUPTION OF THE JOURNEY DUE TO EARLY RETURN

De Europese organizes and pays for either the return journey of the Insured or the return 1st class train journey or scheduled flight (economy class) of the Insured in case of:

- a. the death, serious sickness or physical injury of the life-partner or of a family member to the 2nd degree,
- b. serious material damage to the property or professional offices of the Insured that make his/her presence necessary,
- c. the death, serious sickness or physical injury of a close colleague or direct superior of the Insured necessitating his/her presence in the company,
- d. the Insured being called for an organ transplantation, provided that he/she is registered on the Eurotransplant waiting list,
- e. urgent summons of the Insured by a Belgian court of law that was not known or notified on the date of departure.

5. FAMILY ASSISTANCE

In case of hospitalization of the Insured on account of sickness or physical injury during the Insured trips, De Europese organizes and pays for:

- a. the journey there and back of a member of the family to the 2nd degree by train (1st class) or by scheduled flight (economy class) to visit the Insured if the seriousness of his/her medical condition so warrants,
- b. in addition: the local accommodation costs of the family member or other appointed person to a maximum of € 250 per day limited to a maximum of 30 days.

6. EXTRA RETURN COSTS

De Europese pays the additional transport costs to the place residence by train (1st class) or by scheduled flight (economy class) of the Insured if the return journey cannot be undertaken on the planned date on account of extended stay on medical advice concerning the sickness or physical accident of the Insured.

7. MEDICAL ADVICE

The medical team of De Europese remains 24 hrs out of 24 at the disposal of the Insured who wishes to obtain further information or medical advice in connection with the country of destination in the context of a journey planned by him/her.

8. SHIPMENT OF DRUGS AND MEDICINES OUTSIDE BELGIUM

In case of sickness, De Europese, after consultation with its medical team, provides the Insured with the essential drugs and medicines prescribed by a doctor, if they are not available locally but can be obtained in Belgium.

9. COMMUNICATION OF URGENT MESSAGES

If the Insured makes use of one of the assistance provisions provided in the policy and wishes to inform the members of the family or some other appointed person in his immediate vicinity, De Europese will make the necessary arrangements in order to pass the message on.

De Europese may under no circumstances be held responsible for the contents of the message which, in any case, is governed by Belgian and international legislation.

10. LOSS OR THEFT OF LUGGAGE

In case of loss or theft of the Insured's luggage abroad, De Europese organizes and pays for the shipment of a case containing personal items to the place where the Insured is staying during the insured trip.

This case must be delivered by a member of the Insured's family, or by a person appointed by the Insured, to the De Europese Emergency Switchboard.

11. LOSS OR THEFT OF TRAVEL DOCUMENTS ABROAD

In case of loss or theft abroad of the necessary travel documents (identity card, passport, driving licence, ...) of the Insured, De Europese pays for the administrative costs in that country for their replacement, on condition that the Insured observed all the necessary formalities in that country (declaration to the competent authorities, police, embassy, consulate, ..). No reimbursement is made for any travel expenses.

In case of loss or theft of tickets, De Europese provides on the request of the Insured the necessary replacement tickets to allow him/her to continue the journey on condition that the Insured first credited the account of De Europese with the price of such tickets.

12. TRANSLATION COSTS

De Europese pays up to maximum € 125 for the translation costs of an interpreter or translator abroad, appointed by the insured for the defence of his interests.

13. TERRORISM / NATURAL DISASTERS / EPIDEMICS

TERRORISM

If, as a consequence of a terrorist attack in the country of destination, the Insured cannot undertake the planned return journey on the planned date, De Europese pays for the justified hotel costs for the extension of the stay up to € 125/day for a maximum of 10 days.

De Europese also pays for the costs for the change of the flight tickets if the insured cannot return with the originally planned flight.

De Europese will also compensate, within the limits of the insured amount, the medical costs abroad of the injured insureds and organises, within the limits of the available means, the repatriation of the injured insured persons.

NATURAL DISASTERS AND EPIDEMICS

If, as a consequence of a known natural disaster (such as flood, landslide, earthquake, storm, bush fire, ...) or an epidemic in the country of destination, the Insured is unable to undertake the return journey on the planned date, De Europese pays for the extra justified hotel costs for the extension of the stay up to € 125/day for a maximum of 10 days.

De Europese also pays for the costs for the change of the flight tickets if the insured cannot return with the originally planned flight.

De Europese will also compensate, within the limits of the insured amount, the medical costs abroad of the injured insureds and organises, within the limits of the available means, the repatriation of the injured insured persons.

EXCLUSIONS :

The consequences of terrorist's attacks or epidemics, if in the country of destination such an internationally recognized incident took place within 30 days before the reservation of the trip.

14. SEARCH AND RESCUE COSTS

De Europese compensates the justified costs incurred during the insured trip, after consultation with and approval by its Emergency Switchboard, for the mobilization of a search and rescue team to save the life of the Insured.

15. LEGAL AID - LEGAL DEPOSIT

De Europese pays the lawyer's fees to a maximum of € 1 250 per insured person for the protection of the interests of the Insured following a traffic accident occurring during the insured trip insofar as the Insured does not have legal aid insurance in the framework of a third-party liability car insurance. The Insured must repay this advance to De Europese within 3 months of return to the country of origin.

In the event that a penal legal deposit is imposed on the Insured following a traffic accident during the insured trip, De Europese pays the deposit to the amount of € 12 500 per insured person. The Insured must repay the deposit within 3 months of return to the country of origin, or immediately if the local authority releases that sum before this time limit.

16. EXTENSION OF STAY DUE TO WEATHER CONDITIONS

If, as a consequence of unfavourable weather conditions, the airline is unable to provide the return journey on the date stated on the ticket, De Europese compensates the justified costs of the extended stay to a maximum of € 150/person.

An attestation issued by the airline must be presented.

17. CANCELLATION

If, as a consequence of unforeseen circumstances, a foreign professional research or education project cannot proceed, De Europese pays the justified cancellation costs arising for the flight ticket and/or hotel costs to a maximum of € 1 000 per insured person.

This guarantee doesn't apply if the insured himself is unable to attend the research or education project.

18. REPAYMENT OF TICKET IN THE EVENT OF BANKRUPTCY OF THE AIRLINE

If, in the event of bankruptcy of the airline from which the Insured purchased a flight ticket, the Insured has to purchase a new ticket or is required to pay a surcharge to another airline, De Europese pays towards the costs to a maximum of € 1 000 per person subject to a limit of € 25 000 per event or group.

19. HI-JACK, KIDNAP, DETENTION

De Europese will pay up to € 200 for each 24 hour period if the aircraft or sea vessel or other means of transport in which the insured is travelling is hijacked on the original, pre-booked, outward or return journey for a period over minimum 24 hours.

The intervention will however be limited to € 125 000 per event or group.

B. HOW TO RECEIVE ASSISTANCE ?

a) the Insured has to notify the De Europese Emergency Switchboard immediately, to follow the instructions and to provide the medical team with all information and documents that they may consider necessary or useful.

b) the claim costs must be supported by presentation of the relevant documents.

Forms of assistance falling outside the scope of application of the guaranteed services may be provided by De Europese subject to repayment of the real costs by the Insured or by the applicant.

De Europese cannot be held

responsible for any delay or prevention in the execution of assistance in the event of unforeseen circumstances (*"force majeure"*) such as natural disasters, epidemics, climatological phenomena, strikes and the like.

II. LUGGAGE INSURANCE

1. DEFINITION OF THE LUGGAGE / HOUSEHOLD GOODS

All articles taken by the insured for his/her personal use during the journey abroad, including:

- a) articles of apparel or objects worn on the body;
- b) special and valuable items such as jewellery, watches, furs, telescopes, photographic cameras and video equipment, GSMs, portable computers, iPod, ... to a maximum of 50% of the total insured capital for the total of such unusual and expensive items;
- c) sports equipment. If such equipment consists of a set of several articles, each article is insured separately in an amount equal to the total value of the equipment divided by the number of separate articles;
- d) household goods : goods belonging to, or under the responsibility of the insured, falling within the definition of household furniture, being present at the residence address during the duration of the contract.

Each article is insured separately to a maximum of 25% of the total insured capital.

2. INSURED CAPITAL

Luggage : € 2.500 in 1st risk per insured person.

Household goods : € 5.000 per insured person.

3. GUARANTEE

- a) De Europese insures luggage against total or partial damage, theft and non-delivery of luggage entrusted to a transportation company.
- b) In the event of luggage being delivered by a transportation company with a minimum delay of 6 hours in the country concerned, De Europese further pays the amount of € 250 per insured person for the duly substantiated purchase of articles of immediate necessity. In the event of a delay of 12 hours, De Europese pays the amount of € 500 per insured person.
- c) Luggage carried in a private vehicle, mobile home or caravan and used by the insured is covered only against total or partial damage resulting from a road accident, including fire and theft, committed with visible signs of breaking and entering between 06:00 hrs. and 22:00 hrs, on condition that this occurred outside the field of vision - in the boot, separated from the passenger compartment - of a completely closed vehicle.
- d) Luggage attended by the insured, and objects worn on the body and articles of apparel are insured only against total or partial damage resulting from a physical accident, fire, explosion, forces of nature, or against theft committed with violence to the person.

- e) Luggage situated in a hotel room or holiday home is insured only against total or partial damage resulting from fire, explosion or water damage and theft accompanied by visible signs of breaking and entering.
- f) In case of loss or theft of the international passport or identity card during an insured trip, De Europese intervenes in the administration costs up to a maximum of € 125. Any travel expenses are not reimbursed.
- g) Loss, damage or non-delivery of wheelchairs, entrusted to a carrier, are covered up to a maximum amount of € 2.000, above the insured amount mentioned in the policy. An official certificate of declaration to the carrier or on coach trip, a certificate from the hostess must be submitted.
- h) The household goods are covered against the following hazards: fire (and relevant dangers) and explosion (including own deficiency), lightning; induction and short circuit after lightning, storm, rainfall, water, steam and oil, theft or attempted after marked burglary, robbery and extortion, and damage by glass shards from broken windows.

4. EXCLUSIONS

- a) - Works of art, antiques, carpets, furniture, musical instruments, non-portable film, video and audio equipment, and goods, samples

and equipment of a professional nature;

(*) samples and equipment of a professional nature can however be insured if requested before departure and, providing that payment of the additional premium, imposed by De Europese, was paid.

- prostheses, contact lenses and spectacles;
- documents, cash or papers having monetary value, and collections;
- all weapons or ammunition.

b) Total or partial damage to luggage caused by:

- weather conditions, vermin, own negligence, normal wear and tear, incorrect packing, electric, electronic or mechanical failures or by repair, cleaning or restoration, unless the damage occurred while the luggage was entrusted to a professional carrier;
- the emptying of containers, dents, scratches, the flaking or peeling of enamel, and the breakage of fragile objects, unless such damage is the result of a road accident.

c) Total or partial damage or theft of:

- sports equipment (except skis), motorcycles, bicycles, children's carriages, wheelchairs and the like while in use;
- luggage carried on a two-wheeled vehicle, in a convertible or open vehicle, or externally, mounted on a roof-rack, unless such damage results from a road accident;
- special or valuable articles entrusted to a transportation company, and the non-delivery of such articles.

d) Theft of special or valuable articles left in a private vehicle or any other form of transport, tent or caravan.

e) Nocturnal theft (burglary) of luggage left in a vehicle between 22:00 hrs and 06:00 hrs.

f) Forgotten or lost luggage (with exception for Identity papers), or the theft of unattended luggage, and any damage to luggage in

these circumstances.

- g) The confiscation, withholding or seizure of luggage by a government authority.
- h) Disturbance of possession and any other indirect damage.
- i) The costs for the replacement of locks and keys.
- j) The exclusions for which provision is made in the General Conditions.

5. ASSESSMENT OF COMPENSATION

a) De Europese pays, within the limits of the insured amount and for a maximum of 25 % of the insured capital per article, the purchase value of the damaged, stolen or non-delivered luggage, account being taken of the depreciation due to age or wear and tear, fixed at the flat rate of 10% per year or part thereof, calculated from the date of the invoice in respect of the goods in question.

b) For the guarantee "Breakage of skis", the compensation paid by De Europese shall in any case be limited to max. 250 € per insured person, regardless of the number of luggage policies the insured may have concluded with De Europese.

c) In case of total or partial loss, and if no satisfactory evidence is forthcoming, De Europese reserves the right to calculate the amount of the compensation on the basis of the difference between the missing weight and the total weight of the insured luggage.

d) If the amount of compensation cannot be settled amicably, the matter shall be referred to two experts appointed by both parties, and possibly to a third expert, in order to reach an agreement. The experts' decision is binding for both parties.

e) Specific claim settlement in case of irreparable damage to or non-

delivery of a registered travelling suitcase:

If the registered luggage is irreparably damaged or there is no longer any realistic hope of its being recovered and the purchase value of the travelling suitcase was higher than 75 €, the insured may opt to have the damaged or lost suitcase replaced with a new suitcase of the type SAMSONITE®.

6. OBLIGATIONS BINDING THE INSURED

The insured is contractually bound to comply with the following instructions:

a) Take all necessary and expedient measures with a view to protecting the luggage.

b) If the luggage is situated in a vehicle, lock the boot and close all windows and the sliding roof.

c) Special and valuable articles and jewellery that the insured does not wear on the person must be deposited in a safe or box in the hotel for safekeeping.

d) In case of loss or damage:

1. In case of theft: make immediate arrangement for an incident report by the local authority where the theft took place or was discovered, and for the detection of any signs of breaking and entering.

2. In case of total or partial damage due to non-delivery by a transportation company: engage the carrier's liability within the legally permitted period; the insured and the carrier shall each state their version of events; submit a certificate of total loss or damage issued by the carrier.

3. Keep the tickets and baggage tags.

4. In case of total or partial damage due to a road accident: make immediate arrangement for an incident report by the local authority where the accident

- occurred.
5. Initiate legal proceedings against any liable third parties.
 6. De Europese must be notified in all the above cases within 48 hours of

return to the place of residence (except in case of *force majeure*); the insured shall follow instructions and furnish all documents that the company may deem necessary or useful.

7. The quality and quantity of the loss or damage and the purchase price of any special or valuable articles must be substantiated.

III. PHYSICAL ACCIDENT

1. DEFINITION OF ACCIDENT

An unforeseen, sudden event resulting in physical injury, the cause or any one of the causes of such event being beyond the intent or volition of the victim.

The term "accident" shall be taken to include:

- death by drowning, poisoning;
- conditions induced by freezing, extreme cold or extreme heat;
- wounds received while saving the lives of persons in distress;
- complications in wounds initially caused by an insured accident;
- sprains, dislocations, fractures, contusions or torn muscle or ligaments resulting from a sudden physical exertion.

2. INSURED CAPITAL

Decease : € 10.000
Permanent Invalidity : € 75.000.

3. GUARANTEE

If the insured becomes a victim of an insured accident abroad, De Europese will pay:

- a) in case of sudden death or within three years of the insured accident: the agreed insured capital to the legal heirs or to the beneficiary(ies) Indicated In the Particular Conditions.
- b) in case of permanent invalidity: a capital calculated *pro rata* the degree of invalidity established in accordance with the official invalidity scale applied for

consolidation purposes.

If several permanent partial invalidities issue from the one and the same accident, the total invalidity compensation may not exceed the agreed insured capital.

The confirmed invalidity may not be increased by the addition of an existing invalidity. If the consequences of the invalidity are aggravated due to sickness, accident or other previous condition, de Europese is not contractually bound beyond the payment of compensation for the consequences that the accident would have had for a person sound in wind and limb.

The degree of permanent invalidity is determined not later than three years after the insured accident.

The compensations for decease or permanent invalidity cannot be aggregated.

The guarantee likewise applies, subject to the provisions of Art. 5, to injuries sustained by an insured person:

- when driving or travelling as a passenger in a private motor vehicle;
- when travelling as a paying passenger of a recognized passenger transport company by land, sea or air;
- resulting from the pursuit of a sporting activity as an unpaid amateur, including winter sports.

For persons older than 75 years of age, the "Decease" compensation is limited to 50% of the insured capital. In case of permanent invalidity of persons, having reached the age of 65

years at the moment of the accident, an annual annuity equal to 8 % of the calculated permanent invalidity will be paid.

4. EXCLUSIONS

De Europese does not compensate accidents resulting from:

- a) activities involved in the pursuit of occupations listed as being dangerous, such as, *inter alia*, descending into coal-mines and stone quarries, presence in explosives factories, demolition work, ... ;
- b) the pursuit of sports as a profession or as a gainful occupation, including matches and training;
- c) the pursuit of the following sports: mountain climbing, potholing, bob-sleigh, skeleton, ice-hockey, ski-jumping, off-piste skiing, boxing, wrestling, martial arts, bungee jumping, hang gliding, gliding, parachute jumping, big game hunting, motor sports (*inter alia* quad, jet ski, banana boat, snow scooter, speedboat, ...); However, these sports can be insured if organised during a seminary and accompanied by an approved monitor;
- d) the use of a two-wheeled vehicle with a cylinder capacity of more than 50 cc with or without sidecar;
- e) air travel, unless as paying passenger in aircraft licensed for public passenger transport;
- f) the exclusions for which provision is

made in the General Conditions.

5. OBLIGATIONS BINDING THE INSURED OR THE BENEFICIARY

The insured or the beneficiary must:

- a) inform De Europese immediately and submit a written declaration within 7 days;

- b) follow the instructions given by De Europese and furnish all documents that the company may deem necessary or useful.

IV. CIVIL LIABILITY

1. OBJECT OF THE GUARANTEE

Pursuant to the Royal Decree of 12 January 1984 and 24 December 1992 setting forth the minimum guarantee conditions, De Europese guarantees, up to the insured amounts, the civil liabilities that may bind the Insured by virtue of Articles 1382 to 1386bis of the Judicial Code and by virtue of similar legal disposition outside Belgium on account of loss or damage supervening during the private life of the Insured or during his or her insured journey.

2. DEFINITIONS

The Insured: the students, researchers, staff, trainees and other persons from EU or non EU-countries who come to study or do research, under the European Erasmus Mundus projects, or other, at a partner establishment of an existing consortium.

The coverage is also valid for the students who don't come physically to Belgium or leave Belgium, but reside at another partner university within the project consortium.

If the insured is accompanied by family members, they are also insured.

Third party: any person other than a member of the family of the Insured.

Private life: all facts, acts or omissions, to the exclusion of those arising from the practice of a professional occupation.

3. INSURED AMOUNTS, EXEMPTION AND INDEXING

- a. The insurance cover is provided:
- in the event of physical injury, up to the amount of € 12 500 000 per incident;
 - in the event of material loss or damage, up to the amount of € 1.250.000 per incident.

Any amicable settlements made with the Public Ministry, the legal, out-of-court or administrative charges and any costs in respect of legal proceedings are not defrayed by De Europese;

- b. an exemption (Insured's own-contribution portion) of € 125 is applied per incident of material loss or damage. The said exemption is open neither to purchase nor to insurance;

- c. the insured amounts and the exemption are indexed to the movements of the consumer prices index figure, the applied reference basis index figure being that for December 1983, that is to say 119.64 (on the basis of 100 for 1981). The index figure applied in case of loss or damage is that in force during the month preceding the incident of loss or damage.

4. EXTENSION OF THE GUARANTEE IN CERTAIN SPECIAL CIRCUMSTANCES

a. DOMESTIC ANIMALS

The guarantee is acquired by the insured persons for loss or damage caused by domestic animals accompanying them on the journey.

Damage caused by saddle horses owned by the Insured are excluded.

b. RELOCATION AND MEANS OF TRANSPORT

- 1) The guarantee is acquired by the Insured during relocations, and during moves for professional purposes, whether as a pedestrian, owner, user or keeper of a bicycle or other non-motorized vehicle, or as passenger in any form of transport (with the exception of those cases of liability for which provision is made under Belgian and other national legislation pertaining to the obligatory insurance of motor vehicles).

- 2) Regarding the motor vehicle or rail vehicles, subject to an obligatory legal insurance: the guarantee is acquired only in respect of loss or damage caused by insured persons to third parties that, unbeknownst to their parents, to the persons in his, her or their care or charge, or to the owner of the vehicle, are driving a motor vehicle before having reached the legal age for driving on the road.

- 3) Cover is not provided for damage caused by:

- the use of aircraft belonging to an insured person or hired by or used by that person;
- the use of sailing boats weighing more than 200 kg or of motor boats being the property of, or hired or used by, the Insured.

c. DAMAGE CAUSED BY FIRE, EXPLOSION OR SMOKE

The insurance cover excludes: material damage caused by fire, explosion or smoke resulting from a fire starting in or spread through the building of which the Insured is the

owner, hirer or user, with the exception of loss or damage caused in hotels or in similar lodgings by the insured persons concerned during a temporary or occasional period of residence, or for private or for professional reasons.

d. GUARDED PROPERTY

The insurance cover does not extend to loss or damage caused to the movable or immovable property and domestic animals in the care of an insured person. This exclusion in no way detracts from the application of Article 3 above.

e. LEISURE ACTIVITIES

The guarantee is acquired in respect of everyday leisure activities such as gardening and odd jobs around the home and for the use of any motor-driven tools, machinery or equipment used for such purposes, and for the use of motor-driven small machinery, tools or equipment or toys such as reduced-scale aircraft or ships.

5. EXCLUSIONS

Notwithstanding the terms and conditions proper to the cases specified under Article 4, the guarantee excludes:

- a. loss or damage resulting from civil liability subject to a legally obligatory insurance, (more particularly, such insurance for which provision is made in the law pertaining to obligatory insurance for motor vehicles);
- b. loss or damage covered by another insurance, insofar as such insurance covers the liability of the Insured in accordance with the dispositions of the Royal Decree of 12 January 1984;
- c. loss or damage caused by big game hunting or by the game animal itself;
- d. loss or damage arising from the civil liability that third parties, representatives or organizers of youth movements bear for the actions of persons in their charge;
- e. loss or damage resulting from the personal civil liability of the Insured

having reached the age of discretion having caused loss or damage, either wilfully or as a result of the use of narcotics or psychotropic substances, or in a state of alcohol-induced intoxication or inebriation:

- f. material loss or damage caused by landslides;
- g. loss or damage, or the compounding thereof, as a result of:
 - weapons or firearms or other devices designed to explode by alteration of the composition of the atomic nucleus;
 - by nuclear fuel, by radioactive product or waste material, or by any other source of ionizing radiation that effectively engage the exclusive liability of the operator of an atomic installation;
- h. Unless otherwise expressly agreed, the guarantee further excludes: the loss or damage, or any aggravation, of loss or damage caused by any source of ionizing radiation, more particularly radioactive isotopes, actually used or intended for use outside of a nuclear installation, owned or used by, or in the safekeeping of, the Insured or the person acting on his or on her behalf.

6. CASES OF LOSS OR DAMAGE

- a. Each case of loss or damage must be communicated to De Europese without delay and not later than one week after the incident or, failing this, as soon as is reasonably possible. All legally required and extra-legal documents concerning an incident of loss or damage must be handed over to De Europese immediately after declaration, signature or delivery to the Insured, in default of which the Insured shall pay the company for any resultant damages. The Insured must take all possible measures to prevent or, as the case may be, to contain the effects of the incident of loss or damage. The Insured must provide De Europese, without delay, with any and all useful information and

answer any and all questions that the company may ask with a view to the correct determination of the circumstances.

The Insured must inform the company regarding any other insurance policies that cover the same risk.

If the Insured fails to honour any one of the above obligations, De Europese is within its rights to reduce the contractual service by the amount of the disadvantage thereby sustained or to refuse the provision of assistance if it seems that the Insured has acted with fraudulent intent.

- b. From the moment that De Europese is obliged to provide insurance cover, and until such time as such cover is cancelled, refused or withdrawn, the company is obliged to assist the Insured within the limits of the purchased insurance cover.

Regarding the civil liability interests, and insofar as the interests of De Europese and of the Insured coincide, De Europese is within its rights to enter into the rights of the Insured as regards appeals against the claims of injured parties. The company may compensate the same if such compensation appears warranted.

Payments of compensation by De Europese may under no circumstances be taken as constituting acceptance of liability by the Insured and shall not entail the company any disadvantage.

- c. The amicable or out-of-court steps with a view to the satisfactory conclusion of the case of loss or damage fall exclusively within the competence of De Europese.

7. RIGHT TO ATTORNEY

If, within the guarantee Civil Liability Private Life, the insured person has to defend his interests before a court, De Europese pays up to maximum € 5.000 the costs for a lawyer, which can be freely appointed by the insured, as well as the penal guarantee up to € 50.000.

MAPFRE ASISTENCIA, Compañía Internacional de Seguros y Reaseguros SA, via haar bijkantoor in België. Houder van de commerciële benaming "Europese".

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