

OVERSEAS CONTACT

Frontline
02 509 90 99
overseas@rsz.fgov.be

ADDRESS

Victor Hortaplein 11
1060 Brussels

General terms and conditions of the group insurance policies:

- [A. Supplementary insurance "Medical care"](#)
- [B. Supplementary insurance "Occupational accidents"](#)
- [C. Supplementary insurance "Accidents in the private sphere"](#)

A. COLLECTIVE SUPPLEMENTARY INSURANCE "MEDICAL CARE"

(Article 57 of the Act of 17 July 1963)

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ARTICLE 1. - INSURED RISKS

The National Social Security Office, hereinafter referred to as "the Office", undertakes to reimburse the cost of medical care, products and supplies to the entitled parties specified in Article 3, insofar and to the extent that the Act on compulsory insurance for medical care and benefits coordinated on 14 July 1994, the laws that have amended or will amend them and the decrees implementing the legislation provide for a contribution, including:

- 1°) the ordinary medical services, comprising:
 - a) the visits and consultations of general practitioners and specialist doctors;
 - b) the assistance provided by nurses;
 - c) the physiotherapists' assistance;
 - d) technical services for diagnosis and treatment which do not require the skills of a specialist doctor;
 - e) dental care to maintain or restore teeth;
- 2°) childbirth;
- 3°) the benefits in kind for which a special competence of a doctor-specialist or pharmacist is required;
- 4°) the provision of eye prostheses, hearing aids, orthopaedic appliances and other prostheses;
- 5°) the dispensing of prescribed pharmaceutical products:
 - a) magistral preparations;
 - b) pharmaceutical specialities;
- 6°) admission to a hospital for observation and treatment;
- 7°) the required benefits in kind for rehabilitation;
- 8°) the benefits in kind required for retraining for professional purposes;
the costs referred to in 7° and 8° will only be met if the Office has given its prior approval;
- 9°) *In Belgium: travel expenses for patients who have to be admitted to a sanatorium for pulmonary tuberculosis or who are treated on an outpatient basis in anti-cancer centres or in centres for kidney dialysis;
* However, when travelling abroad, the allowance for the above-mentioned travel costs is limited to EUR 50 for the outward and return journeys;
- 10°) up to an amount of 100 euro for the transport of patients, when it is medically recognised that the entitled person cannot move with ordinary public transport and has to be transported to a medical institution or a hospital, or when returning from this institution to the place of residence;
- 11°) the care required in the context of home care;
- 12°) provision of blood and blood derivatives;
In addition, the Office shall reimburse:
 - the vaccines;
 - the anti-malarial drugs.

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ARTICLE 2. - EXCLUDED RISKS

Not within the scope of the contract:

- 1) the medical benefits in kind that are caused by:
 - a) an accident while practising a dangerous sport (bobsleigh, skiing off-piste, ski jumping, skeleton, ice hockey, rugby, American football, combat or defensive sports (boxing, catch, free fighting in all its variations, karate, etc.), climbing mountains and glaciers along unknown paths or by means of exploration, speleological or underwater expeditions, rafting, hunting predators or big game, horse riding if it concerns obstacle jumping, steeplechase, dressage, exercises as balance artist or acrobat (these are, however, insured if they are part of a gymnastics or fitness programme; this list is given for information purposes) or after a major effort during or with a view to a competition or an exhibition;
 - b) an accident at work or on the way to and from work;
 - c) an accident in remunerative work carried out on behalf of third parties;
- 2) medical examinations or tests of fitness for work imposed on the beneficiaries by a third party;
- 3) pharmaceutical products and supplies intended for use by a beneficiary under Article 3 during periods when he is not covered by insurance.

ARTICLE 3. - BENEFICIARIES

- a) all persons hired by the signatory who participate in the overseas social security scheme set up by the Law of 17 July 1963; Each of these persons is hereinafter referred to as a "staff member".
- b) the staff member's non-divorced spouse;
- c) the person who has lived with the latter for more than six months. Registration as a dependant is not possible if the staff member's spouse is a dependant or if the spouse lives under the roof of the staff member.
- d) children whose parentage (including adoptive parentage) is established in relation to the beneficiaries referred to in (a), (b) and (c) and who are actually dependent on them.
- e) grandchildren actually dependent on the staff member or on the beneficiary under (b) or (c).

The beneficiaries referred to under b), c), d) and e) may lose their status as beneficiary if they are able to claim the reimbursement of the costs for medical care under Belgian or non-Belgian legal provisions or regulations.

However, the beneficiaries referred to in points b), c), d) and e) shall retain their right to reimbursement under the current contract if the signatory opts, in favour of the beneficiary referred to in point a), to continue paying the contribution for the current contract during a period in which he receives benefits under the "sickness" and "invalidity" insurance schemes set out in Chapter IV of the Law of 17 July 1963 on overseas social security. If the signatory referred to under a) chooses not to continue paying this contribution for the staff member in question, his expenses as well as those of the other beneficiaries shall be reimbursed in accordance with the provisions of Chapter IV of the Law of 17 July 1963 (NIHDI schedules).

The beneficiaries referred to in b) and c) shall also lose their status as beneficiaries if they are able to participate themselves in the overseas social security system or if they have an income higher than the amount permitted to be considered as a dependant in accordance with the Act on compulsory insurance for medical care and benefits coordinated on 14 July 1994, without prejudice to the rights acquired up to 31 December 2005.

Hereinafter, these persons are referred to as "family of the staff member".

The children and grandchildren named above can receive an allowance for the costs of medical care until they reach the age of 18.

The insurance contract applies up to the age of 25 in respect of children and grandchildren who are in full-time attendance at secondary, higher, technical or vocational education establishments, or who are on unpaid traineeships, or if they have an apprenticeship contract. These lessons or placements must take place during the day.

Reimbursement of the costs of medical care is retained during the holiday following the end of the school year.

Contribution to the costs of medical care may be maintained for a child or grandchild who interrupts or terminates their studies and this during the waiting period for obtaining unemployment benefits.

The allowance for medical expenses applies without age limit to children and grandchildren who are unfit to practise any profession because of their physical or mental condition.

All such persons must be named by the signatory as prescribed in Article 6.

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ARTICLE 4. - INSURANCE PERIODS

The Office will contribute to the costs of the medical care mentioned in Article 1 for the beneficiaries if contributions are paid both to the general overseas social security scheme and under this contract, with the exception of periods during which insurance cover for invalidity is applicable. During these periods, the signatory may choose to pay contributions under this contract only for the staff member concerned.

ARTICLE 5. - BENEFITS

- 1) The costs will only be reimbursed if they are provided on medical prescription.
- 2) The Office shall meet the cost of medical benefits in euro on presentation of detailed supporting documents accompanied by a receipt for payment and a list of the supporting documents submitted, bearing the registration number of the signatory and the staff member.
- 3) If the costs are borne outside a country in the euro zone, the Office shall reimburse the equivalent in euro of the sums due under this contract at the official exchange rate in force on the first day of the month preceding the month of reimbursement. When the payment is made outside of Belgium, the exchange and/or transfer costs are at the expense of the addressee. The Office may proceed to a thorough investigation of the costs sent to it and suspend reimbursement of these costs during this investigation.
- 4) The costs for medical care as a result of an illness or an accident for which a third party could be held liable will only be met if the beneficiary surrenders to the Office his rights against the responsible third party to the amount of the allowances.
- 5) The Office reserves the right not to pay or to restrict benefits or to demand the repayment of unduly paid benefits in the event of obvious overcharging or manifest fraud.

ARTICLE 6. - INFORMATION TO BE PROVIDED BY THE SIGNATORY

- a) The signatory undertakes, when signing the contract, to forward to the Office a list of the names of the staff members recruited, their country of employment and the composition of their family as stated in Article 3. Any change in the family of a staff member shall be reported to the Office (e.g. birth, marriage, death, etc.).
All the above-mentioned information to be provided to the Office must be accompanied by legal certificates and/or deeds or extracts from civil registers and, where appropriate, a solemn declaration at the request of the Office.
The signatory shall inform each of his staff members of the registration number with the Office. This number shall be indicated on the booklet supplied to each member of staff or their families.
- b) When recruiting a new member of staff, the signatory shall send the Office a declaration of insurance participation, model IV, indicating the date of recruitment and all the information referred to above, accompanied by the required supporting documents.
If the signatory has not made this declaration, the Office cannot, on the basis only of the expense accounts of the new staff member or of his family, assess the cover acquired and will return the accounts and pay them only if it is proved that the staff member was actually covered by insurance on the date of medical treatment.
- c) In the event of resignation, dismissal or death of a staff member, the signatory shall immediately inform the Office and specify the date until which the staff member remained covered by this contract.
Any member of the signatory staff shall be deemed to be entitled to reimbursement of medical expenses under this contract as long as the Office has not received the notification referred to above.
- d) The Office reserves the right to claim from the signatory the reimbursement of sums paid in error due to the absence, inadequacy or delay in communicating the information required by this Article.
- e) Any change in the personal situation of a staff member that affects the right to participate in overseas social security (for example: country of employment) shall be notified to the Office.
- f) A stay in a hospital that is expected to last longer than one month shall be notified to the Office.

ARTICLE 7. - PROVIDE SUPPORTING DOCUMENTS ON REQUEST

The Office reserves the right to request from staff members and their families any certificates and/or deeds or extracts from certificates of civil status that it deems necessary.

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ARTICLE 8. - CONTRIBUTIONS

- a) The monthly insurance contribution determined in accordance with the special conditions of this contract shall be due for each month during which the staff member is a member of the overseas social security scheme and is covered by this contract.
- b) The contribution fluctuates in proportion to the consumer price index, in accordance with the provisions of the law of 2 August 1971, which links social security contributions to the fluctuations of the said index, and the legislations that have amended or will amend this law.
- c) The contributions relating to a given period are declared on the "statement of monthly contributions" (Model V) used to declare the contributions to the overseas social security scheme relating to the same period, in accordance with the provisions of the Royal Decree of 15 September 1965 on the collection of contributions and the provisions amending it.
- d) The contribution shall be simultaneously paid into the postal giro account No. 679-0073517-88 of the Office (SWIFT or BIC: PCHQBEBB; IBAN: BE56 6790 0735 1788) and this according to the same procedure as provided in the general regulation on overseas social security (R.D. of 15 September 1965). In the event of late payment, interest will be charged for late payment, calculated in accordance with the provisions laid down for this purpose.
- e) The signatory declares that he waives the right to invoke Articles 1253 et seq. of the Civil Code, which require the debtor of several debts, when paying, to declare which debt he intends to pay, and grants the Office the right to deduct the payments made from all sums due pursuant to this contract.

ARTICLE 9. - STATUTE OF LIMITATION

The payment of benefits in kind lapses after a period of three years from the date on which these benefits were provided.

ARTICLE 10. - DURATION OF THE CONTRACT

The contract shall take effect on the date specified in the special conditions.

The contract can be terminated with a notice period of at least one month and by registered letter. The cancellations shall take effect on the first day of the month following the month during which the registered mail was registered.

In the event of non-payment, the Office may, in accordance with the provisions of Article 8 d), terminate the current contract. This is done by registered letter with a notice period of at least fourteen days, which comes into effect on the day following the registration of the registered letter with the post office.

ARTICLE 11. - COMPETENT COURTS

The Labour Courts of Belgium are exclusively competent to decide on disputes arising from the application of this contract.

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B. SUPPLEMENTARY COLLECTIVE INSURANCE "OCCUPATIONAL ACCIDENTS"

(Article 57 of the Act of 17 July 1963)

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ARTICLE 1. - DEFINITIONS

The following definitions are deemed to apply:

Office: the National Social Security Office;

Policyholder: the natural person(s) or legal entity(ies) who signs the insurance and undertakes to pay the premiums;

Insured persons: the persons defined in the general conditions (Article 4) who are employed by the policyholder in the special conditions indicated;

Occupational accident:

- Any accident that happens to a worker during and through the performance of the employment contract and that causes bodily injury which in turn results in incapacity for work, or death or at least costs for medical care or costs for pharmaceutical products.

The accident occurring during the execution of the contract shall, in the absence of proof to the contrary, be deemed to have occurred due to the fact of the execution of that contract.

If the person affected or his/her rightful claimants, in addition to the existence of an injury, indicate a sudden event, the injury shall, in the absence of proof to the contrary, be presumed to have been caused by an accident.

- An accident on the way to and from work is also regarded as a work-related accident.

On the way to and from work:

- the round trip via the normal route or via the route accepted by the Office to the country of employment.

- the normal route taken by the employee to travel from his place of residence to his place of work and vice versa.

The journey to or from the place of residence begins when the employee leaves the threshold of the place of residence and ends when the threshold is crossed again.

ARTICLE 2. - EXCLUDED RISKS

Not covered by this insurance:

a) The risks involved in the research and testing of nuclear fission;

b) The consequences of atomic explosions;

c) The damage suffered during or as a result of strikes of a political character, strikes involving active participation in a public demonstration or as a strike picket or any other physical confrontation, disturbances, crimes of a political character, armed or unarmed insurrection, politico-military popular movements, civil disorder, revolution, riot, abduction, kidnapping and demand for ransom, terrorism (including bacterial and chemical terrorism) war, civil war, military resistance including the intervention of foreign military forces or a seizure of power and, in general, any activity by organisations whose aims are or extend to overthrow or put pressure on a government in law or in fact by means of terror or violence;

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- d) The disaster that befalls the insured when he is involved in or takes part in military operations on land, at sea or in the air, or when he plays an active role in one or another armed force, as well as the damage caused by implements of war.

ARTICLE 3. - SPECIAL RISKS

The risks arising from the activities mentioned below shall only be regarded as insured if they have been notified in writing to the Office, which will have explicitly accepted them:

- 1) Work on board a ship as a crew member;
- 2) Work on a drilling platform (off and on shore);
- 3) Stowage;
- 4) Dredging;
- 5) Sea trials;
- 6) Working underwater - deep sea diving.
The insured person must report the following to the Office by 1 March of each year for the previous year: the number of times he did deep sea diving, the average depth reached, the average duration and the period during which he did deep sea diving. A certificate from the employer will be provided to the OSS;
- 7) Operation of railways;
- 8) Armaments sector;
- 9) Security sector (bodyguard, installation);
- 10) Manufacture or use of cartridges, flares, dynamite, nitroglycerine, explosives and nitrogenous substances;
- 11) Construction and repair of tunnels, bridges, dams and barrages;
- 12) Extraction and refining of gaseous fuels;
- 13) Working in chemical plants;
- 14) Working in underground mines;
- 15) Working in quarries using explosives;
- 16) Works carried out at height (towers, bell towers, buildings higher than 30 m. or similar);
- 17) Air transport companies;
The insured person's work as a member of the flight crew when using aircraft which are his property or the property of his employer;
- 18) The use of twin-engine aircraft, light single-engine aircraft, helicopter or microlight;
If the insured pilots one of these means of transport for his professional activities, he will report to the OSS, no later than on 1 March of each year for the past year, the number of flights performed (one flight = take-off and landing);
- 19) Skydiving. The insured must report the number of parachute jumps made to the Office no later than 1 March of each year for the previous year. A certificate from the employer will be provided to the OSS;
- 20) Professional activities carried out in Iraq.

ARTICLE 4. - INSURANCE

The only persons who may be insured by the Office are those persons who are employed by an employer and who participate in the overseas social security scheme set up by the Law of 17 July 1963.

The insurance policy taken out by the employer must cover all his staff who are members of the overseas social security system.

ARTICLE 5. - EFFECTS OF THE CONTRACT

The insurance shall be effective from the date specified in the special conditions.

The insurance only covers the periods for which contributions have been made to the current contract and to the general overseas social security scheme.

ARTICLE 6. - CONTRIBUTIONS

A contribution determined in accordance with the special conditions of this contract is due for this insurance for each month during which the insured person participates in overseas social security.

The monthly contribution is indivisible; it fluctuates with reference to the consumer price index, in accordance with the provisions of the law of 2 August 1971 (Belgian Official Gazette of 20 August 1971), which links, among other things, social security contributions to the fluctuations of the said index and the legislations that would amend them.

The amount of the contributions shall be entered on the statement of contributions (Model V) at the same time as the contributions prescribed for the general scheme of overseas social security (R.D. of 15 September 1965).

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Contributions shall be simultaneously paid into the postal giro account No. 679-0073517-88 of the Office (SWIFT or BIC: PCHQBEBB; IBAN: BE56 6790 0735 1788), and in accordance with the same procedure as that provided for in the general regulations for overseas social security (R.D. of 15 September 1965). In the event of late payment, interest will be charged for late payments, calculated in accordance with the provisions laid down for this purpose.

ARTICLE 7. - STATEMENTS BY THE POLICY HOLDER OR THE INSURED AND PENALTIES**a) At the time of entering into the contract**

The policyholder shall indicate very precisely the circumstances under which he has to exercise his professional activity and the normal route to the country where he exercises it.

If he deliberately conceals or inaccurately presents certain elements relating to the risk, the contract shall be deemed not to exist and the premiums shall remain due until such time as the Office has become aware of this omission or inaccuracy.

If the omission or inaccuracy is not intentional, the Office shall, during the month following the day on which it becomes aware of it, propose an amended contract or shall terminate the contract within the same period if it appears that the contract would not have covered the risk had it become aware of it when entering into the contract.

If the policyholder does not give his consent, or does not agree to the new conditions within a period of one month following receipt of the proposal, the Office may terminate the contract within the two weeks following that period.

If there is no cancellation of the contract or no new amendment to it, the new elements are assumed to be accepted by the Office on the original terms.

If the negligence or the inaccuracy cannot be attributed to the insured and if a loss occurs before the above change or cancellation have effect, the Office will provide the agreed compensation.

b) On leaving for a place where the professional activity is exercised or on returning from this place

Where appropriate, the policyholder shall inform the Office of any change in the normal route to or from the country where the professional activity is pursued (including the means of transport used) and obtain the Office's written consent to such change. If the Office does not respond within two days following receipt of the request, the change is deemed to have been accepted.

The policyholder may lose his right to insurance if the failure to comply with this obligation has a direct connection with the claim.

c) In the event of a change in the risk

If, during the performance of the contract, the risk has significantly decreased, the policyholder may request the Office to reduce his contributions. If, during the month following the request for revision, the parties fail to reach an agreement on the new contribution, the insured may terminate the contract with effect from the last day of the current month.

When executing the contract, the policyholder shall immediately inform the office of any new circumstances of a sensitive and permanent nature that may change the risk that could be faced by the insured.

If this risk has increased to such an extent that the Office would not have agreed to insure the policyholder except under different conditions if the aggravated situation had occurred at the time of the conclusion of the contract, the Office will propose an amended contract within the month following the day on which it became aware of it. It shall cancel the contract within the same period if it is proved that the contract would not have covered the risk if it had been known when concluding the contract.

If the insured does not give his consent, or does not agree to the new conditions within a period of one month following receipt of the proposal, the Office may terminate the contract within the two weeks following that period.

If there is no cancellation of the contract or no new amendment to it, the new elements are assumed to be accepted by the Office on the original terms.

If the policyholder cannot be blamed for not complying with this obligation and if a loss occurs, the Office will provide the agreed compensation.

If the lack of explanation is proven to be fraudulent, the policyholder will lose his right to insurance and the Office will retain the expired premiums as compensation and interest.

d) When reporting the accident

The policyholder or insured persons must inform the Office as soon as possible of any accident the risk of which is covered by this contract.

The Office may refuse to take into account any accident of which it was not notified within three months of its occurrence, unless the notification was made as soon as this could reasonably have been done.

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In the aforementioned declaration or in an additional declaration, the following shall be stated:

- if the insured person has died:
 1. surname, first names and date of birth of the insured person;
 2. the date of death of the insured person;
 3. surname, first names and date of birth of spouse;
 4. surname, first names and date of birth of children;
 5. where appropriate: surname, first names and date of birth of the victim's father and mother;
- if the insured has injuries leading to incapacity for work:
 1. surname, first names and date of birth of the insured person;
 2. nature of the injury (by means of a medical certificate).

Generally, the policyholder or the insured will respond promptly to the Office's enquiries to ascertain the circumstances of the accident and to establish the degree of the accident.

The policyholder may also partially forfeit his/her right to the insurance if non-compliance with any of the obligations set out in this point d) causes prejudice to the Office.

The Office will not allow the insurance to play out if the negligence is found to be fraudulent in nature.

**ARTICLE 8. - COMPENSATION FOR DAMAGE CAUSED BY AN OCCUPATIONAL ACCIDENT
(Allowances - interest - medical costs)**

§ 1er. - Disability

Allowances and benefits.

The compensation and benefits listed below are due to the victim from the 31st day following the start of the incapacity for work as a result of the accident at work.

- a) - Temporary total incapacity for work: compensation per calendar day.
 - Partial temporary incapacity for work shall be compensated in proportion to the degree of incapacity, except where the victim continues to work. However, if the employment is partial, the compensation is due in proportion to the ratio of time not worked/full time.
- b) - Permanent incapacity for work: from the consolidation of the injuries, an annual allowance increased by no more than 50 % if the victim's condition absolutely and normally necessitates the assistance of a third person. On expiry of the revision period prescribed in Article 15 § 3, the annual payment shall be replaced by an annuity.
In the event of partial permanent incapacity for work, the amount of the benefit is determined on the basis of the table in Appendix 1.
If, at the expiry of the review period referred to in Article 15 § 3, the permanent incapacity for work does not reach 10%, the counter value of the annuity shall be paid to the victim.

§ 2. - Costs of medical care and transport following the accident at work

- a) transport costs (travel at the request of the Office, the court, the expert appointed by the court, or for medical reasons) on the following conditions:
 - if the state of health requires it, the actual cost of the ambulance;
 - the actual transport costs (public transport in second class);
 - a flat rate per kilometre for the use of his own car (see Annex 1).
- b) The costs for medical care as a result of the occupational accident and which have been explicitly approved by the Office shall be borne by the latter from the day on which the accident occurred. The insured is entitled to medical care, surgical care, pharmaceutical care, nursing care, including appliances for prosthesis and orthopaedics which prove necessary as a result of the accident, as well as the replacement and maintenance of these appliances.
The costs of repatriation or transport to another country, which have been expressly approved by the Office, will also be reimbursed.

With regard to the costs for medical care and transport caused by the occupational accident, the Office does not intervene after the expiry of the period referred to in art. 15 § 3 unless the victim is not entitled to similar benefits under other legal or regulatory provisions or a reciprocal agreement.

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§ 3. - Fatal accident

If, before the expiry of the period referred to in Article 15 § 3, the victim dies or succumbs to the consequences of the accident, the following shall be granted:

- a) funeral costs: a lump sum (see Annex 1);
- b) the costs of repatriating the body of the deceased, up to a maximum amount (see Annex 1);
- c) to the spouse who was not divorced at the time of the accident or to the spouse who was not divorced at the time of the death, on condition
 - that the marriage was contracted at least one year before the death of the insured;
 - that a child has resulted from the marriage;
 - or that, at the time of death, there is a dependent child of the spouse who receives child allowance: an annuity
- d) to orphans who, under the general scheme of overseas social security, belong to the categories of persons drawing orphan's pensions,
 - the half-orphans: a temporary* interest;
 - the full orphans: an increased temporary* interest rate.
- e) to the father and mother of the victim: an annuity if they regularly received a direct benefit from the salary of the victim and if the victim was not or no longer married at the time of death.

* due as long as the orphan child receives child benefit and in any case until the orphan child reaches the age of 18.

§ 4. - The costs of medical care and transport, as well as funeral expenses, shall be paid to those who have actually borne them.

ARTICLE 9. - CHOICE OF REMUNERATION FORMULA

When the contract is concluded, the policyholder shall provide the Office with a list of his staff members, indicating the insurance formula chosen (see Annex 1). This information must also be provided for each new insured person.

Without prejudice to the application of Article 10, the policyholder may change the choice of remuneration formula during the contract period.

ARTICLE 10. - METHOD OF CALCULATING THE COMPENSATION

The amounts of the compensation referred to in Article 8 shall be calculated on the basis of the insurance formula corresponding to the last contribution paid before the accident.

These allowances shall be equal to the amounts specified for the insurance formula in question in the attached Table 1, multiplied by a revaluation coefficient. That coefficient is the fraction having as numerator the sum of the contributions relating to the 12 months preceding the month of the accident and having as denominator 11.8626 times the contribution determined on 1 January 1990.

If, at the time of the accident, the victim has less than 12 months of insurance under the formula applicable for the settlement of the claim, the compensation shall be calculated by assuming that, for the missing months, the contributions prescribed by this formula have been paid, taking into account the index applicable to each of the months.

If no contribution has been paid at the time of the accident and the time limit for doing so has not expired, the compensation will be awarded in accordance with the formula chosen by the insured, or, if that choice was not communicated to the Office before the accident, in accordance with the formula that assures the lowest compensation.

ARTICLE 11. - ALLOCATION OF PART OF THE CAPITAL VALUE OF THE ANNUITIES

The insured and his/her beneficiaries who draw an annuity (excluding the orphans) may reserve the option of obtaining all or part of the capital value of the portion of the annuity that exceeds the amount determined by the formula that assures the lowest interest provided for in Schedule 1 at the time of the accident. This possibility must be used by the victim at the latest two years after the expiry of the revision period and by the other beneficiaries at the latest two years after the date of notification by the Office of the amount of interest awarded to them.

The capital value of the annuity is obtained by multiplying the annuity by the present value - HFR 68-72, interest 4.75 % - of an annual annuity of 1 euro.

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ARTICLE 12. - LIMITATION OF INSURANCE

The insurance is limited in such a way that the total amount of the costs and obligations of all kinds borne by the Office on behalf of the insured person in execution of this contract or, if applicable, of several contracts concluded with the Office in the field of accidents, does not exceed one million euro.

Moreover, the Office's charges and commitments may not exceed EUR 5 million per claim, irrespective of the number of contracts involved. However, this restriction does not apply to air transport.

ARTICLE 13. - MEDICAL EXAMINATION

§ 1er. If the amount of the benefits depends on the assessment of the consequences of the accident on the physical condition of the insured, the Office is only bound to propose the amount of the benefits or annuities which is estimated to be due to the insured, only if the latter has submitted to the advising doctor of the Office all useful medical documents in his possession and has submitted to all medical examinations required by this doctor.

§ 2. The parties will be able to sue each other to have the assessment carried out only if they have previously requested, by registered letter, that the insured undergo a medical examination conducted simultaneously by a doctor appointed by the Office and by a doctor appointed by the insured. The request sent to the Office includes the designation of this doctor, and the request sent by the Office asks the insured to designate a doctor within thirty days.

If the insured declares through a medical certificate that he is unable to move, the joint medical examination shall be carried out at the insured's home.

ARTICLE 14. - STATUTE OF LIMITATION

§ 1er Without prejudice to the provisions of Article 15(3), no appeal may be lodged by the policyholder or by the insured against a decision of the Office notified by registered letter more than three months after the date of such notification.

§ 2 No claim for payment of compensation is acceptable if it is submitted more than three years after the accident.

ARTICLE 15. - AGREEMENT - REVISION

§ 1er. Subject to the provisions of § 3, the Office shall, within three months of receipt of the information and supporting documents referred to in Article 13, notify the person concerned or each of the persons concerned of the amount of compensation, allowances or interest which it owes to the victim of an accident at work or to persons entitled thereto, and shall request their agreement thereto.

§ 2. The agreement of the parties shall be established by means of a private deed, a proposal for consolidation, which shall be submitted by the Office for signature to the entitled party or to each of the entitled parties.

§ 3. The application for revision of the allowances, based on a change in the victim's incapacity for work or on his death caused by the consequences of the occupational accident, must be submitted by registered letter within three years of the date on which the agreement referred to in paragraph 2 was signed.

As soon as the Office has the required medical information, it shall propose the new amount of the allowances and request the beneficiary or each of the beneficiaries to agree to it.

The new agreement may, under the same conditions, be the subject of applications for revision without the successive applications causing an extension of the aforementioned three-year period within which the applications for revision must be submitted.

§ 4. During the period of three years referred to in § 3, the Office may, at any time, request that the insured person undergo a medical examination. This examination takes place in the office of the medical officer of the Office. However, the medical officer may either examine the insured person at home or request him to provide any medical report he deems necessary to assess the state of health of the insured person.

§ 5. If the insured fails to comply with any of the obligations referred to in this Article for more than three months after the dispatch of a registered letter, the Office may suspend the file and/or the payment of the compensation.

ARTICLE 16. - THIRD-PARTY LIABILITY

Compensation resulting from an accident for which a third party might be held liable shall only be paid by the Office if the insured or his/her successors in title cede to him/her their rights to obtain compensation from the responsible third party for the material damage caused by the accident, to the extent of the compensation which might be awarded by the present insurance.

The employer, its agent or designate can only be considered a third party in the cases listed below:

a) the employer:

- if he has intentionally caused the occupational accident;
- if he has intentionally caused an accident which resulted in an occupational accident;
- if the occupational accident has caused damage to the worker's property;
- if the accident occurred on the way to and from work.

b) the employer's agents or servants:

- if they intentionally caused the occupational accident;
- if the accident occurred on the way to and from work.

OVERSEAS CONTACT

Frontline
02 509 90 99
overseas@rsz.fgov.be

ADDRESS

Victor Hortaplein 11
1060 Brussels

ARTICLE 17. - FINANCIAL ARRANGEMENTS

The obligations of the parties shall be expressed in euro; contributions and reimbursements shall be payable in euro.

ARTICLE 18. - AGREEMENT OF THE POLICYHOLDER

The policyholder shall give his consent to these general terms and conditions by affixing his signature at the bottom of the special terms and conditions of this contract.

ARTICLE 19. - DURATION OF THE CONTRACT

Unless otherwise stipulated, the contract shall be concluded for an indefinite period.

The contract can be terminated with a notice period of at least one month and by registered letter. The cancellations shall take effect on the first day of the month following the month during which the registered mail was registered.

In the event of non-payment, the Office may, in accordance with the provisions of Article 6, terminate the current contract.

This is done by registered letter with a notice period of at least fourteen days, which comes into effect on the day following the registration of the registered letter with the post office.

ARTICLE 20. - INSURANCE FORMULAS

The insurance formulas to be used in the event of claims resulting from occupational accidents shall be determined in accordance with the table in Annex 1.

ARTICLE 21. - COMPETENT COURTS

The Labour Courts and Labour Tribunals of Belgium are exclusively competent for any disputes relating to the application of this contract.

OVERSEAS CONTACT

Frontline
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overseas@rsz.fgov.be

ADDRESS

Victor Hortaplein 11
1060 Brussels

C. SUPPLEMENTARY COLLECTIVE INSURANCE "ACCIDENTS IN THE PRIVATE SPHERE"

(Article 57 of the Act of 17 July 1963)

[1 Definitions](#)

[2 Insured](#)

[3 Applicability of the provisions of the occupational accident insurance](#)

[4 Allocation of the full or partial capital value of the annuities](#)

[5 Excluded risks](#)

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ARTICLE 1. - DEFINITIONS

The following definitions are deemed to apply:

Office: the National Social Security Office;

Policyholder: the natural person(s) or legal entity(ies) who signs the insurance and undertakes to pay the premiums;

Insured persons: the persons defined in the general conditions (Article 2) who are employed by the policyholder in the special conditions indicated;

Accident: any accidental, sudden, abnormal event, directly caused by the action of an external, violent force, beyond the control of the insured, which causes injury to the human body. Without prejudice to the application of the provisions of Articles 3, 5 and 6, the guarantee provided by this contract shall extend to:

1. accidents caused by explosions, electrical discharges, lightning or other atmospheric phenomena;
2. suffocation caused by accidental gas or vapour escape or by an accidental fall into water;
3. the blood poisoning caused by an accident insured by this contract;
4. the duly established and normally declared cases of rabies caused by animal bites;
5. accidents resulting from non-political attacks on, or aggression towards, the person of the insured;
6. accidents in the rescue of persons or property and injuries sustained in legitimate self-defence;
7. accidents suffered by the insured person while using any means of transport on land or at sea;
8. accidents which may happen to the insured person during a sporting activity.

ARTICLE 2. - INSURANCE

Only the person who is insured by the Office against occupational accidents at work can be insured under this contract.

The contract entered into by an employer must cover all staff participating in overseas social security.

ARTICLE 3. - APPLICABILITY OF THE PROVISIONS OF THE OCCUPATIONAL ACCIDENT INSURANCE

The provisions of Articles 2, 5, 6, 8, 9, 10, 12, 13, 14, 15, 16, 17 and 19 of the Workplace Accident Insurance shall apply to this contract. The words "occupational accidents" are replaced by the words "accidents in the private sphere".

ARTICLE 4. - ALLOCATION OF THE FULL OR PARTIAL VALUE IN CAPITAL OF THE ANNUITIES

The insured may reserve for himself and for his beneficiaries who draw an annuity (excluding orphans) the possibility of receiving all or part of the capital value of the annuity.

The provisions of the second and third paragraphs of Article 11 of the Occupational Accident Insurance shall apply for the purposes of implementing this contract.

ARTICLE 5. - EXCLUDED RISKS

In addition to the provisions of Article 2 of the occupational accident insurance, the following are excluded:

1. accidents at work and accidents on the way to and from work;
2. the accidents when the insured is called to arms or recalled;
3. the accidents caused by duel, scuffle and fight, except when the insured was in a state of lawful self-defence; by an intentional act of the insured or occurring when the insured is drunk or mentally disturbed; by far-reaching recklessness or recklessness unless it concerns the rescue of persons in danger; by an intentional act of the person who could possibly invoke the insurance or an act provoked by him;
4. the consequences of refusal of medical care, late recourse to medical assistance, or non-compliance with medical prescriptions; the surgical interventions and their consequences not resulting from an accident covered by the insurance;
5. the accidents occurring while practising a sport as a professional athlete;
6. accidents resulting from racing and speed contests using all means of transport or from exercises undertaken for the purposes of such contests;

OVERSEAS CONTACT

Frontline
02 509 90 99
overseas@rsz.fgov.be

ADDRESS

Victor Hortaplein 11
1060 Brussels

7. an accident while practising a dangerous sport (such as, among others):

- bobsled
- off-piste skiing, ski jumping, etc.
- ice hockey
- rugby, American football
- combat or defence sports (boxing, catch, free fighting in all its variants, karate)
- climbing mountains and glaciers along unknown paths or through exploration
- speleological expeditions or undersea expeditions,
- rafting
- hunting of predators or large game
- horse-riding when it comes to obstacle jumping, steeplechase, dressage
- exercises as a balancer or acrobat (these are insured if they are part of a gymnastics or fitness programme)
- etc.

ARTICLE 6. - SPECIAL RISKS

The risks arising from the activities described below are only considered insured if they have been communicated to the Office and the Office has also formally accepted them:

1. deep sea diving. The insured person must report the following to the Office by 1 March of each year for the previous year: the number of times he did deep sea diving, the average depth reached, the average duration and the period during which he did deep sea diving. A certificate from a recognised organism or a deep sea diving certificate shall be provided to the Office;
2. the use of twin-engine aircraft, light single-engine aircraft, helicopters, microlights, hang gliders, paragliders.
If the insured person flies a plane, he shall report to the Office no later than 1 March of each year for the past year the number of flights performed (one flight = take-off and landing)
3. Skydiving. The insured must report the number of parachute jumps made to the Office no later than 1 March of each year for the previous year. A certificate from an official body of that discipline will be provided to the Office.

ARTICLE 7. - AGREEMENT OF THE POLICYHOLDER

The policyholder grants his agreement to these general terms and conditions by affixing his signature to the special terms and conditions of this contract.

ARTICLE 8. - INSURANCE FORMULAS

The formulas of insurance of the damage resulting from accidents in the private sphere shall be established in accordance with the table in Annex 1.

ARTICLE 9. - COMPETENT COURTS

The Labour Courts of Belgium are exclusively competent to decide on disputes arising from the application of this contract.