

# Terms of Global Health University Insurance

GHU2010



## Inhoudsopgave

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## Article 1. Definitions

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### 1.1 Alternative healthcare

Treatment or examination, as well as medication prescribed by:

- a. a physician practising natural remedies;
- b. a physician practising homeopathic remedies;
- c. a physician practising anthroposophical medicine;
- d. a physician who practises acupuncture;
- d. a physician who practises enzyme therapy;
- d. a physician who practises phlebology;
- g. a physician–chiropractor.

### 1.2 Additional costs

Medical costs directly related to and incurred during specialist treatment (such as the cost of X-rays, laboratory testing, blood transfusions, radiation treatments, anaesthesia and the use of an operating theatre or outpatient department).

### 1.3 Fraud

Making or attempting to make false statements in writing, deception, acts prejudicial to creditors or beneficiaries and/or misappropriation by persons and/or organisations involved in the creation and/or administration of the insurance, with the purpose of obtaining insurance coverage or a payment or service on false pretences to which there is no entitlement.

### 1.4 Physiotherapist

A practising physiotherapist, registered as such with the competent authorities.

### 1.5 Medication

Substances that may be traded as medication and which are provided exclusively on prescription from a General practitioner or specialist by a pharmacy or General Practitioner operating a pharmacy.

### 1.6 General Practitioner

A physician accredited by the competent authorities as a general practitioner.

### 1.7 Aid care

Providing for the need for aids and bandages, taking into account the regulations set out by the company regarding consent requirements, use-by dates and volume regulations. This applies to the aids and bandages as described in the Dutch Health Insurance Act (ZVW), the Health Insurance Decree and the Health Insurance Regulation.

### 1.8 Maternity hospital

An institution accredited by the competent authorities as a maternity hospital.

### 1.9 Maternity Care

Care provided by a maternity home care assistant who takes care of both the mother and child and the housekeeping. A maternity home care assistant - who is selfemployed, employed by or associated with a maternity centre, maternity hotel or hospital - has all the necessary diplomas for that purpose and works according to the relevant protocols.

### 1.10 Country of origin, residence, abroad

- a. **Country of origin:** The country where the insured person resided before departing abroad and/or the country of which the insured person is a national.
- b. **Residence:** A person's residence is determined according to individual circumstances. Generally, it is the place where the centre of a person's societal existence is located. This is determined using the actual circumstances in the specific case in which the legal, economic and social ties to a country play a part on one hand and ties to the country of origin play a part on the other.
- c. **Abroad:** Any country other than the country where the insured person resides/resided.

### 1.11 Speech therapist

A practising speech therapist, registered as such with the competent authorities.

### 1.12 Company

a. For SOS and health coverage: OOM Global Care N.V.

b. For war and kindred risks coverage: "O.O.M." Onderlinge Molestverzekering- Maatschappij U.A. OOM Global Care N.V. is registered at the Financial Markets Authority (AFM) under number 12.000.623. "O.O.M." Onderlinge Molestverzekering-Maatschappij U.A. is not regulated by the AFM and is therefore exempt from registration.

### 1.13 Medical necessity

The necessity based on generally recognised medical science considerations.

### 1.14 War and kindred risks

War and kindred risks refers to:

- **Armed conflict:** any case in which states or other organised parties fight each other, or at least one fights the other, using military resources. Armed conflict also refers to armed action by a United Nations Peace Force.
- **Civil war:** a more or less organised violent conflict between inhabitants of the same state, involving a significant portion of the inhabitants of that state.
- **Internal unrest:** more or less organised violent actions occurring in different places within a state.
- **Uprising:** organised violent resistance within a state against public authority.
- **Riot:** a more or less organised local violent movement against public authority.
- **Mutiny:** a more or less organised violent movement by members of any armed force against the authority to which they are subject. These definitions of war and kindred risks are part of the text filed by the Association of Insurers in the Netherlands on 2 November 1981 at the office of the clerk of the District Court in The Hague.

### 1.15 Exercise therapist

A practising exercise therapist, registered as such with the competent authorities.

### 1.16 Education institute

The university, college of higher education or other education institute where the insured person studies or works, on a permanent or temporary basis, and which has entered into a group agreement with either the insurance agent or the company.

### 1.17 Accident

A sudden and direct effect of external force, whereby physical injury is sustained whose nature and location can be determined medically.

### 1.18 Admission

A stay of more than 24 hours in a hospital, if and as long as care, examination and treatment can exclusively be provided in a hospital on medical grounds, while uninterrupted treatment by a medical specialist must be necessary.

### 1.19 Psychologist

A practising psychologist, registered as such with the competent authorities.

### 1.20 Psychotherapist

A practising psychotherapist, registered as such with the competent authorities.

### 1.21 Rehabilitation

Treatment, counselling and guidance at an institution accredited by the competent authorities for rehabilitation by a team consisting in each case of a specialist and a paramedical professional practitioner and also a psychologist or expert in social, occupational or rehabilitation matters, as well as related care.

### 1.22 Rehabilitative day care

As described under rehabilitation, but with treatment for a day or part thereof.

### 1.23 Specialist

A physician or dentist accredited by the competent authorities as a specialist.

### 1.24 Specialist treatment

Treatment or examination, generally accepted according to medical standards and corresponding to the specialisation for which the specialist is registered.

**1.25 Dentist**

A physician accredited by the competent authorities as a dentist.

**1.26 Dental treatment**

Treatment or examination aimed at or related to improvement or recovery of dentition, according to generally accepted medical standards and performed exclusively by a competent dentist or maxillofacial surgeon.

**1.27 Insurance agent**

The insurance agent specified on the policy sheet who brokered the group agreement between the education institute and the company.

**1.28 Accommodation Costs**

Costs that are incurred for accommodation on the basis of lodging and that are substantiated by invoices. This includes, for instance, costs of a hotel, motel or apartment, etc., but not costs of staying at friends, family, acquaintances, etc.

**1.29 Obstetrician**

An obstetrician accredited as such by the competent authorities.

**1.30 Nursing costs**

The amount per day owed for care of at least 24 hours in a hospital, except for additional costs and the cost of specialist treatment.

**1.31 Insured person**

Every person indicated as such in the policy.

**1.32 Policyholder**

The insured person referred to as the policyholder on the policy sheet who participates in the group agreement concluded by the education institute with the insurance agent or company. The policyholder enters into the insurance contract with the company.

**1.33 Hospital**

An institution for the care, treatment and examination of the sick, accredited as a hospital by the competent authorities.

This description also covers an institution specially intended for rehabilitation and a sanatorium, but not rest homes, convalescence homes and nursing homes.

**1.34 Medical transport**

Medically necessary transport of a patient, who cannot be deemed able to travel independently on medical grounds, to the nearest hospital or place of treatment, the cost of which is covered under this insurance.

## Article 2. Region of coverage

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2.1 The regions to be insured are:

- a. region A: the whole world;
- b. region B: the whole world, with the exception of the United States;
- c. region NL: the Netherlands.

2.2 Within the valid term of the insurance, the insurance will be in effect in the region as stipulated on the policy sheet.

2.3 Notwithstanding the insured region, there will be no coverage in the Netherlands as long as there is an insurance obligation for Dutch national health insurance, any other legal health insurance under the Dutch Health Insurance Act (Zvw) or any other legal provision.

2.4 If region NL is insured, coverage under this insurance in the event of temporary residence outside the Netherlands will remain in effect until 50 days after departing from the Netherlands, starting on the day that the insured person leaves the Netherlands. If a female insured person temporarily resides outside the Netherlands for reasons of childbirth, coverage outside the Netherlands will remain in

effect for her, and children living with her up to the age of 16 years, for a maximum of 90 days before and 90 days after the delivery.

## Article 3. Scope of coverage

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### 3.1 Uncertain event

The insurance provides coverage only if and as long as the requirement for uncertainty indicated in article 7:925 of the Dutch Civil Code (BW) is fulfilled. This requirement for uncertainty is fulfilled if and as long as the damage for which compensation is claimed is the result of an event for which it was uncertain to the parties at the time of entering into the insurance that damage was Incurred therefrom for the policyholder/insured person or for a third party, or would still arise in the normal course of events.

### 3.2 Medical necessity

If and as long as there is a medical necessity, the company will compensate the costs of SOS and/or medical treatment received as stated in article 4.

### 3.3 Terrorism

The consequences of an event related (directly or indirectly) to terrorism, malicious contamination or preventive measures are insured in accordance with the coverage and definitions as set out in the 'Terrorism Coverage Clause Sheet of the Dutch Terrorism Damage Reinsurance Company (NHT N.V.)' and the 'Protocol for Claims Handling of the Dutch Terrorism Reinsurance Company (NHT N.V.)' and notes thereto. The text of said Clause Sheet and Protocol and notes thereto can be consulted or downloaded from the NHT website at [www.terrorismeverzekerder.nl](http://www.terrorismeverzekerder.nl) or requested from the company.

### 3.4 War and kindred risks

- a. This insurance includes compensation of SOS and/or health costs of an insured person as a result of war and kindred risks, provided such costs are insured according to the provisions elsewhere in these insurance terms involved.
- b. Coverage for war and kindred risks is effective worldwide. The terms of article 3.6 apply notwithstanding.

### 3.5 Insured period

The insured costs are eligible for the determination of the payment provided they are incurred during the period in which the insurance is in effect.

### 3.6 Insured in region B or NL, costs incurred in region A

- a. 50% of the eligible costs incurred in region A and insured for region B or region NL will be compensated.
- b. If the insured region is changed from region B or region NL to region A for the purpose of undergoing medical treatment in region A, the costs will be compensated according to the terms of part a.

### 3.7 Maximum rates

Under no circumstances will an amount be compensated that is higher than the rates approved by official bodies.

### 3.8 Foreign currency

Invoices in foreign currency will be converted to euro according to the rate on the last day or business day of the month preceding the date of the invoice. The company uses the average of the buy and sell rates as published on the GWK Travelex website at [www.travelex.com/nl/](http://www.travelex.com/nl/).

### 3.9 Free choice

The insured person is free to choose a hospital and care provider.

## Article 4. Description of coverage

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### 4.1 Hospitalisation

- a. The costs of hospitalisation will be compensated during an uninterrupted period of a maximum of 365 days. If this period is interrupted by more than 30 days, a new period will begin.
- b. If the hospital where the insured person has been admitted offers multiple classes of care, this insurance will provide coverage based on the class of care equivalent to 3rd class in a Dutch hospital. Added costs of a higher class of care are not eligible for compensation.

### 4.2 Medical transport

- a. Ambulance transport by road as well as ambulance transport by water or air, provided a different form of transport is not available or not sensible for medical reasons. In all cases, the most affordable means of transport must be chosen.
- b. Seated medical transport by public transport (lowest class), taxi or own car, directly preceding and directly following a visit to the care provider. The cost of own transport is compensated at a maximum of € 0.20 per kilometre travelled.

### 4.3 Transplantation

- a. Transplant costs of the following tissues and organs in a hospital: bone marrow, bone, cornea, skin tissue, kidney, heart, liver (orthotopic), lung, heart-lung and kidney-pancreas. The right to compensation exists exclusively after prior consent by the company. The cost of transplantations of other organs is not compensated.
- b. The cost of care and treatment of the donor is also covered on the basis of the class for which he or she is insured. A donor will also be entitled to medical treatment for no more than 3 months from the date of release from the hospital to which the donor was admitted for selection or removal of transplant material, provided said treatment is related to the organ transplantation in question that is subject to the coverage.

### 4.4 Dialysis

For the insured person, after prior approval by the company.

### 4.5 Plastic surgeon

Due to disfigurement caused by an accident or due to serious defects present and reported at birth.

### 4.6 Pregnancy, delivery and maternity care

- a. Costs incurred within the first 12 months from the mother being insured with the company for the cost of pregnancy, delivery and maternity care will be compensated only if there is an unforeseen emergency situation requiring critical medical intervention, as long as this is the case according to the company's medical adviser.
- b. Costs incurred after the mother has been insured with the company for at least 12 months for the costs of pregnancy, delivery and maternity care will be compensated as set out in articles 4.6.b.1 and 4.6.b.2, regardless of whether there is a medical indication.

#### 1. Pregnancy and delivery

- a. As soon as the pregnancy is known, the OOM Emergency Centre must be contacted. If the employees of the Emergency Centre approve the costs associated with the pregnancy and/or delivery, these will be compensated according to articles 3, 4.1 and 4.7.  
The following costs are eligible for compensation:
  1. obstetric aid charged by a specialist, General Practitioner or obstetrician;
  2. testing and medication prescribed by the specialist, General Practitioner or obstetrician;
  3. use of an outpatient department;
  4. admission to a hospital or maternity hospital.
- b. If the terms of Article 4.6.b.1.a are not fulfilled, a maximum of 65% of the insured costs will be compensated.

## 2. Maternity care at home

Maternity care costs will be compensated up to a maximum of € 1,500, distributed over a period of a maximum of 10 days, calculated from the day of delivery. If delivery occurs in a hospital or maternity hospital (other than delivery in an outpatient department), the sum of € 150 will be deducted for each day of admission.

### 4.7 Costs of non-clinical medical aid

Specifically, for:

- a. specialist treatment;
- b. additional costs;
- c. laboratory testing prescribed by a General Practitioner or specialist, charged by a hospital or laboratory;
- d. treatment by the General Practitioner;
- e. medication;
- f. treatments by a physiotherapist/exercise therapist to a maximum of 25 treatments per insured person per insurance year or insured period if insured for a shorter period;
- g. treatments by a speech therapist to a maximum of 25 treatments per insured person per insurance year or insured period if insured for a shorter period;
- h. psychotherapy treatments, after prior approval by the company, to a maximum of € 700 per insured person per insurance year or per insured period if insured for a shorter time, on the condition that treatment is provided by a psychiatrist or psychotherapist. Psychotherapy treatments by a psychologist are not compensated, unless the psychologist has been given permission by the competent authorities to provide such treatments;
- i. vaccinations and immunoglobulins against:
  1. rabies, but only after the insured person has been scratched, bitten or licked by an animal possibly infected with rabies.
  2. tetanus, but only after injury with a risk of tetanus infection and if preventive vaccinations do not provide sufficient protection.
- j. rehabilitative day care;
- k. dental treatment by a dentist or maxillofacial surgeon. A maximum of € 350 per insured person per insurance year or per insured period if insured for a shorter time, will be compensated.

### 4.8 Exceptional Medical Expenses Act (AWBZ)

In certain situations, there is a waiting period for AWBZ services for persons from abroad having settled in the Netherlands and therefore becoming insured under AWBZ. During this waiting period, these services will be compensated by the company.

### 4.9 Accommodation costs

Personal accommodation costs incurred by a patient in relation to medical treatment outside his or her place of residence to a maximum of € 100 per day and a maximum of € 2,000 per event of illness, if and inasmuch as staying in the vicinity of the hospital is necessary on medical grounds.

### 4.10 Cost of search and rescue

This refers to the costs necessarily incurred for an insured person on the orders of an official authority (such as the police) to find, rescue or recover an insured person who is missing or has been involved in an accident. A statement by the above authority must be presented to the company, whereas there is no right to compensation in the absence of such a statement under this insurance. A maximum of € 10,000 per event is compensated for search and rescue costs.

### 4.11 Cost of repatriation and evacuation

- a. If **medical treatment** in the country where the insured person is residing is **not possible** and **treatment cannot be deferred**, the following costs will be compensated:
  1. the patient's air travel expenses;
  2. air travel expenses, as well accommodation costs, of a guide, if guidance is medically necessary;



3. air travel expenses, as well as accommodation costs, of a guide in the case of repatriation/evacuation of a child up to the age of 16 years, regardless of whether guidance is medically necessary;
  4. air travel expenses incurred by the insured person for the return journey to his or her location;
  5. air travel expenses, as well as accommodation costs, of one or more children, not older than 24 months, if repatriation of the mother is eligible for compensation under this insurance and the children are insured with the company.
- b. The insured person is entitled to choose between transport to the nearest hospital and a hospital in the country of origin or the country where he or she resides, provided that effective treatment is possible in the hospital concerned.
  - c. Air travel expenses for a scheduled flight or charter will be maximally compensated according to the rate applicable for tourist class. In all cases, the most affordable means of flying must be chosen.
  - d. Accommodation costs as indicated in 2, 3 and 5 of part a of this article will be compensated to a maximum of € 100 a day and to a maximum of € 2,000 per case of illness.
  - e. Medical evaluation of repatriation/evacuation is by the company in all cases. Social reasons, hygienic conditions on site, HIV infection risk alone and repatriation with the aim of prevention will not result in compensation of air travel expenses.
  - f. The cost of repatriation or evacuation related to treatments excluded from compensation will not be eligible for compensation.
  - g. The company is entitled to repatriate the insured person (even if not medically necessary to do so) in the case of hospitalisation or the need for hospitalisation as soon as it is medically sensible to continue or begin hospitalisation in the country where the insured person resides.

#### 4.12 Cost of transport of mortal remains

The cost of transport of the mortal remains of the insured person to a country of choice. The cost of the inner coffin required for transport under applicable regulations is included.

#### 4.13 Extraordinary expenses

Being:

- a. **the cost of extending a flight ticket** for an insured person, required due to the illness or accident injury of that insured person, occurring during leave in country of origin, to a maximum of € 1,200. If the illness or accident injury is life-threatening, the cost of extending the flight tickets of family members insured under this policy will also be eligible for compensation, also to a maximum of € 1,200 per person.
- b. **travel and accommodation costs** incurred by one person originating in the country of origin in the event of life-threatening illness or injury or death of an insured person. Compensation of accommodation costs is subject to a maximum of € 100 a day, with a maximum of € 2,000 per event.
- c. **telecommunication expenses** incurred by the insured person in relation to covered repatriation, to a maximum of € 125 per repatriation.

## Article 5. Exclusions

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Inasmuch as is not explicitly stated otherwise on the policy sheet, there is no claim for compensation of costs:

- 5.1 of home pharmacy and/or non-prescription items.
- 5.2 of malaria prophylaxis and vaccinations, except vaccinations referred to in article 4.7.i.
- 5.3 of spectacles, contact lenses and dentures.
- 5.4 of examinations and certificates.
- 5.5 of reversing a sterilisation.
- 5.6 for the patient contribution payable under the Exceptional Medical Expenses Act (AWBZ).

- 5.7 arising from, or related to nuclear reactions and the fission products thus occurring, regardless of how the reactions occur, other than in medical treatment applied to the insured person.
- 5.8 arising from war and kindred risks.
- a. related to, caused by or arising from participation – other than for the protection of one’s own life or that of companions in the situation – in one of the events stated in article 1.14;
  - b. if the insured person exposes himself or herself to any punitive measure through actions or statements;
  - c. resulting from an event related (directly or indirectly) to terrorism, contrary to the terms of article 3.3;
- 5.9 if a claim could be made, in the absence of this insurance, on compensation, payment and/or assistance based on other insurance, legislation or provision, whether predating this insurance or otherwise. In that case, this insurance will then be valid only after all other insurance has been claimed.
- In that case, only that damage will be eligible for compensation, payment and/or assistance that exceeds the amount that can be claimed elsewhere or could be claimed elsewhere if this insurance did not exist. Article 7:961 part 1 of the Dutch Civil Code does not apply.
- 5.10 if the company is intentionally misled by the policyholder, insured person and/or beneficiary of payment by failing to disclose facts and circumstances that are important to the company in evaluating the claim and/or by making false statements, unless such misleading does not justify this exclusion.
- 5.11 of damage related directly or indirectly to or caused by the insured person participating in or knowingly and willingly being present during a hijacking, strike, rebellion and/or act of terrorism.
- 5.12 of damage directly or indirectly related to or caused while the insured committed or aided in the committing of a crime.
- 5.13 if the damage is attributable to intent and/or conscious or unconscious recklessness of the insured person or someone with an interest in the benefit.
- 5.14 if an incorrect representation of matters is given by the policyholder, insured person or beneficiary or if an untrue statement is made and the company’s interests are thereby infringed. If the infringement of interests is not such that it justifies exclusion, the company will deduct the damage as a result of the incorrect representation of matters or untrue statement by the policyholder, insured person or beneficiary from any payment or, if payment has already occurred, recover it from the person who gave the incorrect representation of matters or made the untrue statement. If the incorrect representation of matters is given or an untrue statement is made with the intent of misleading the company, there will be no claim for compensation of costs.
- 5.15 of fertility treatments, as well as complications related thereto or arising therefrom.
- 5.16 of abortion, as well as complications related thereto or arising therefrom.
- 5.17 of sterilisation and – in accordance with article 5.5 – reversal thereof, as well as complications related thereto or arising therefrom.
- 5.18 of contraceptive aids.
- 5.19 of a second opinion.
- 5.20 of preventive medicine, including juvenile health care as provided in the Netherlands by the Infant Welfare Centre.
- 5.21 of heredity testing, as well as complications related thereto or arising therefrom.
- 5.22 of aids care.
- 5.23 of alternative healthcare.
- 5.24 of orthodontic treatment.

## Article 6. Provisions regarding war and kindred risks

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By "O.O.M." Onderlinge Molestverzekering-Maatschappij U.A.

### 6.1 Creation of department funds

- a. Various department funds are created within the health costs department of the company for each half calendar year, including the Global Care Health Insurance fund.
- b. Premiums earned for war and kindred risks coverage will be paid into this department fund following deduction of expenses.
- c. Costs associated with damage settlement and damages incurred in the course of the half calendar year are charged to the fund, provided they have not yet been compensated by any government or third party, by agreement or otherwise, or can reasonably be expected to be compensated thus. All department funds combined will be supplemented as necessary each half calendar year with a maximum of half of the department reserve present at the start of the calendar year.
- d. A surplus of funds available for payments in the first or second half calendar year will be distributed after the end of that calendar year among the insured persons to whom claims established in the other half calendar year have not been paid in full, to a maximum of those established claims.
- e. After approval by the board of directors, the management is authorised to add an allocation from the general reserve to any half-yearly fund.
- f. After all claims for payment have been fulfilled, any surpluses of the department fund will, on a proposal by the management and after approval by the board of directors, be added after the end of the calendar year to the department reserve and, to a maximum of 10%, to the general reserve.

### 6.2 Payment of damages

- a. After the extent of the damage is determined, the company will inform the policyholder in writing of the amount to which his or her maximum claim for payment from the department fund is acknowledged.
- b. As soon as possible after the end of a half calendar year, the total of claims will be determined and payment will be made, less any advances given.
- c. If the total of claims for any half calendar year is greater than the amount available for the relevant department fund, the highest possible percentage of each of the acknowledged damages will be paid, whereby all obligations will be fulfilled.
- d. The total payment will not be more than the acknowledged damage in any event.
- e. If the company learns later of compensation attributed by any government or third party that it did not take into account on payment, the company will review the payment made and demand restitution as necessary.

## Article 7. Payment of damages

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### 7.1 Acknowledgement

After a claim is received, the eligibility and extent of eligibility for compensation of the damage is first determined, taking maximum compensation into account, among other factors. The damage is acknowledged for this amount.

### 7.2 Payment

Payment is then made for the acknowledged amount, less excess, if and inasmuch as it applies. Payment is made in euro to the policyholder, unless agreed otherwise.

### 7.3 Excess

- a. The excess applies for each insured person for each year insured, or if the period is shorter, for each period insured, and is indicated on the policy sheet.
- b. If the period of admission passes the end of the year insured, the excess for said admission will never be more than the excess payable for a single year insured.

## Article 8. Obligations

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### 8.1 Obligation to report damage / OOM Emergency Centre

- a. As soon as the policyholder/insured person is aware or should be aware of an event that may result in a payment obligation for the company, he or she must report the event to the company as quickly as is reasonably possible.
- b. This means, among other things, that in the event of hospitalisation, pregnancy/delivery, search/rescue, repatriation/evacuation or transport of mortal remains, as well as for outpatients' department treatments in the United States, the policyholder/insured person is obligated to inform the company as soon as is reasonably possible.

#### 1. Calling the OOM Emergency Centre

In the following situations, always immediately contact the

#### **OOM Emergency Centre**

+31 (0)70 353 21 35

- Admission to a hospital outside the Netherlands
- Death
- Repatriation or necessary early return
- Pregnancy and delivery
- Outpatients' department treatment in the US and Canada

#### 2. Contact with the company

In other cases, you can contact

#### **OOM Verzekeringen**

website: [www.oomverzekeringen.nl](http://www.oomverzekeringen.nl)

e-mail: [info@oomverzekeringen.nl](mailto:info@oomverzekeringen.nl)

telephone: +31 (0)70 353 21 00 (during office hours in the Netherlands)

fax: +31 (0)70 360 18 73

- c. Other events that may result in a payment obligation, based on this health insurance, need not be reported.

### 8.2 Damage information obligation

- a. The policyholder/insured person is required to provide the company, its medical adviser or those in charge of verification with all information and documentation, within a reasonable time, that is important for the company to evaluate the payment obligation.
- b. This means, among other things, that all invoices must be specified so that the compensation that the company is obliged to pay may be determined without further enquiries.

### 8.3 Cooperation obligation

- a. The policyholder/insured person is obliged to cooperate in full and refrain from all that may infringe the interests of the company.
- b. This means, among other things, that he or she is obligated to inform the company of all other known insurance policies that provide coverage at the time of the event for damage claimed under this insurance.

- c. He or she is also obligated to assist the company in seeking redress from liable third parties.
- d. The policyholder/insured person is also obligated to refrain from acknowledging liability.

#### **8.4 Liability for non-fulfilment of obligations**

- a. No rights may be derived from this insurance if the policyholder/insured person has not fulfilled one or more of the above policy obligations and has thereby infringed the company's interests.
- b. There is no infringement of interests where liability is rightly acknowledged or if mere facts are acknowledged.
- c. All rights to payment lapse if the policyholder/insured person has not fulfilled the above obligations, with the intent of misleading the company, unless such misleading does not justify the lapsing of rights.

## **Article 9. Premium payment, premium refund and suspension**

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Depending on the payment method indicated on the policy sheet, the following terms apply:

### **9.1 Automatic debit**

If the payment method stated on the policy sheet is **automatic debit**, the terms in accordance with articles 9.1 and 9.4 apply.

- a. The policyholder is obliged to pay the premium** owed on the premium due date to the company, in advance, including expenses and, if applicable, insurance tax.
- b. Starting premium**
  - 1. If the policyholder does not pay the starting premium no later than the thirtieth day from receipt of the request for payment, or refuses to pay, no coverage will be provided, without notice of default required by the company, regarding any events occurring on or after the effective date or amendment date.
  - 2. Starting premium includes: the premium owed by the policyholder in relation to an interim change in the insurance.
- c. Subsequent premium**
  - 1. If the policyholder refuses to pay the subsequent premium, no coverage will be provided regarding events occurring on or after the premium due date.
  - 2. If the policyholder does not pay the subsequent premium on time, no coverage will be provided for events occurring from the fifteenth day after the company has made a written demand for payment to the policyholder after the premium due date and payment has not been made.
  - 3. Subsequent premium includes: the premium owed by the policyholder on tacit renewal of the insurance.
- d. If coverage is suspended**, the policyholder must still pay the premium as well as collection costs.

### **9.2 Education institute**

If the payment method stated on the policy sheet is **education institute**, the terms in accordance with articles 9.2 and 9.4 apply.

- a. The education institute must pay to the company the premium owed, including expenses, within 14 days after receiving the request for payment.
- b. The education institute and policyholder will organise any settlement of the premium between themselves.
- c. If the obligation as stated in article 9.2.a is not fulfilled, the company will demand payment from the education institute.
- d. If the company has demanded payment from the education institute in writing and no payment has been made, the company will be entitled to suspend the insurance coverage from the fifteenth day after the demand. If coverage is suspended, the company will inform the education institute and the policyholder in writing.
- e. If coverage is suspended, the education institute must still pay the premium as well as collection costs.

### 9.3 Insurance agent

If the payment method stated on the policy sheet is **insurance agent**, the terms in accordance with articles 9.3 and 9.4 apply.

- a. Premium payment to the company occurs through the insurance agent in accordance with the terms as set out in the OOM Verzekeringen - Insurance Agent terms of cooperation.
- b. The insurance agent, education institute and policyholder will organise any settlement of the premium among themselves.
- c. If the policyholder fails to pay the premium to the insurance agent, the insurance agent may hand over the collection thereof to the company in accordance with the terms of cooperation mentioned under a. The company will then again request payment from the policyholder. If the policyholder then does not fulfil the premium payment obligation within the period set in the request for payment, the insurance coverage will be suspended in accordance with the terms under b and c of article 9.1.
- d. If coverage is suspended, the policyholder must still pay the premium as well as collection costs.

### 9.4 All payment methods

Regardless of the payment method indicated on the policy sheet, the following terms apply:

- a. No compensation is owed for expenses whose necessity or the expectation of incurring them became apparent in the time that the insurance is or was suspended.
- b. Coverage will take effect again for events occurring after the day that the amount owed by the policyholder, or education institute, including premium, insurance tax and costs (including collection charges) is received in full by the company. In the event of agreed instalment payments, coverage will not be restored until all instalments remaining unpaid have been paid.
- c. If the policyholder, or education institute, does not pay the premium owed in time on the first premium due date, or refuses to pay, and if the policyholder, or education institute, does not pay the subsequent premium in time or refuses to pay, the insurance will end on written termination by the company. In the event of no timely payment of the subsequent premium, however, only if the company has demanded payment of the subsequent premium by the policyholder, or education institute, after the premium due date, to no avail. The insurance will end on the date stated in the letter of notice, albeit, except in the case of intent to mislead, no earlier than two months after the date of the letter of notice. Termination does not affect the suspension of the insurance on the basis of the above provisions to the date on which the insurance ends.
- d. Except in the case of termination due to intent to mislead the company, the ongoing premium will be refunded reasonably in the event of early termination.

## Article 10. Basis, duration and end of insurance

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### 10.1 Insurance basis

- a. Registration for this insurance forms the basis of the insurance. Registration is the responsibility of the education institute, but may also be done by the insurance agent or policyholder.
- b. If a registration form is used for registration, the registration form with statements made by the policyholder or insured person, written in person or otherwise, and any written information provided separately by the policyholder or insured person, forms part of the basis of this insurance and is considered to constitute a whole with the policy.

### 10.2 Insurance duration

The insurance is entered into for the duration of the stay abroad if insured for region A/B, or for the duration of the stay in the Netherlands if insured for the Netherlands region.

### **10.3 Effective date of the insurance**

The insurance becomes effective from when the policyholder and/or one or more co-insured persons stay abroad, provided that the education institute has given timely notice thereof, in accordance with the provisions of article 10.5. If the education institute has not given timely notice thereof, the insurance will commence on the date of the notice.

### **10.4 End of insurance**

- a. The insurance will end:
  1. when the group interest is no longer placed with the company;
  2. if an evaluation reveals that the requirements for the minimum number of insured persons within the group, or the random nature of the group, are not being met;
  3. if the policyholder and/or one or more co-insured persons no longer participate(s) in the group;
  4. if the insured person returns to the Netherlands (if insured for region A/B) or returns to the country of origin (if insured for the Netherlands region).
- b. If a situation as referred to in 10.4.a.3 or 10.4.a.4 occurs, the policyholder must ensure that the insured person(s) are deregistered in due time, according to the provisions of article 10.5.
- c. If the policyholder does not give timely notice of deregistration, the insurance will be terminated with effect from the first day after the date of deregistration.
- d. The insurance coverage will lapse as from the expiry date referred under a.3 or a.4. The premium payment obligation will however continue to exist until the termination date as set out under c.

### **10.5 Registration and deregistration**

- a. The education institute is responsible for registering the insured person.
- b. Registration must preferably be completed before departure abroad (if insured for region A/B) or to the Netherlands (if insured for the Netherlands region), but in any event within 14 days of that departure.
- c. The policyholder is responsible for deregistering the insured person.
- d. Deregistering under the circumstances referred to in article 10.4.a.3 and 10.4.a.4 must preferably be done before the relevant expiry date, but in any event within 14 days thereof.

### **10.6 Early termination by the company**

- a. It is expressly stipulated that the company is not entitled to terminate the insurance early, other than according to the provisions under b and c.
- b. By way of exception to the terms under a, the company may, by written notice, at a time determined by the company, terminate the insurance early in cases as indicated in articles 10.4.a.1 and 10.4.a.2 (End of group insurance), 9 (Premium Payment, Premium Refund and Suspension) and 14 (Fraud).
- c. The company is also entitled to terminate the insurance unilaterally and with immediate effect if the policyholder and/or insured person commits or attempts to commit fraud, deceit, intentionally make(s) incorrect statements and/or commit(s) other serious offences (such as duress and threats). In such cases, the insurance, including any supplementary insurance, will be terminated with effect from the date that the offence in question occurred or on any other date to be determined by the company.

## Article 11. Revision of the premium and/or terms

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- 11.1 The company is entitled to revise the terms of insurance and premiums of its policies, either as a whole or in groups. Such revision will occur for each insurance on a date to be set by the company.
- 11.2 The company will inform the policyholder of the intended revision.
- 11.3 The policyholder is entitled not to agree to a revision resulting in reduced coverage or an increased premium. If the policyholder has informed the company of this within one month from the date stated in part 1, the insurance will end as of the date indicated in part 1, with a refund of the premium for the period not elapsed for which the premium has been paid.
- 11.4 If the company has not received any notice from the policyholder within the stated period of one month after the date stated in part 1, the insurance will be continued under the new terms and/or for the new premium.

## Article 12. Change of risk

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- 12.1 Any change in the composition of the family and any other change affecting the rights and obligations under this insurance contract must be communicated to the company in writing as quickly as possible, within one month from the time that the change occurred. If the policyholder omits to act as above, the right to any restitution of premiums will lapse, as will the right to any damage payment, except in the event that the change does not justify it.
- 12.2 The policyholder must inform the company in writing as soon as possible of any change of address. Notification by the company to the policyholder will legally be made to the last address known to the company.
- 12.3 The policyholder must give notice of an increase in family size as soon as possible, within one month, indicating the name(s) and date(s) of birth of the person(s) in question.

## Article 13. Personal information

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- 13.1
  - a. Personal information is requested when an application for insurance is made. This information is processed by the company to enter into and carry out agreements, engage in marketing operations, to assure the security and integrity of the financial sector, for statistical analysis and to be able to fulfil legal obligations.
  - b. The Code of Conduct for the Processing of Personal Data by Financial Institutions applies to personal data processing.
  - c. The Addendum for Health Insurance Companies further applies to health insurance companies.
- 13.2 With regard to a sensible acceptance policy, the company may consult the policyholder's information and/or that of the insured person(s) at the CIS foundation in The Hague. In this regard, participants in the CIS foundation may also exchange information among each other. The goal is to manage risk and prevent fraud. The privacy regulations of Stichting CIS are applicable. See [www.stichtingcis.nl](http://www.stichtingcis.nl).
- 13.3 A consumer brochure of the Code of Conduct may be requested from the company. The full texts of the Code of Conduct and the Addendum may be consulted on the website of the Association of Insurers at [www.verzekeraars.nl](http://www.verzekeraars.nl). The Code of Conduct and the Addendum can also be requested from the

**Association of Insurers**  
P.O. Box 93450  
2509 AL The Hague  
Tel. + 31 (0)70 333 85 00).



## Article 14. Fraud

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Fraud (in whole or in part) has as a consequence that:

- 14.1 no insurance payment will occur at all;
- 14.2 the police will be notified;
- 14.3 all insurance involving the person committing the fraud as a policyholder and/or an insured person will be terminated. This applies to insurance taken out with OOM Global Care N.V., as well as with OOM Schadeverzekering N.V. and "O.O.M." Onderlinge Molestverzekering-Maatschappij U.A. If there is early termination, the ongoing premium will not be refunded, in accordance with article 9.4 under d;
- 14.4 there will be an entry in the reporting system used among insurers;
- 14.5 any damages paid and cost of investigation will be claimed back.

## Article 15. Complaints and disputes

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- 15.1 This insurance is subject to Dutch law.
- 15.2 Complaints and disputes relating to the intermediation, creation and execution of this insurance agreement may be submitted in writing to the management of the company.
- 15.3 a. Individuals who are not satisfied with the judgement of OOM Global Care N.V. (health/SOS coverage) may turn to

**Health Insurance Complaints and Disputes Foundation (SKGZ)**

P.O. Box 291  
3700 AG Zeist  
Tel. +31 (0)30 698 83 60  
[www.skgz.nl](http://www.skgz.nl)

- b. Individuals who are not satisfied with the judgement of "O.O.M." Onderlinge Molestverzekering-Maatschappij U.A. (war and kindred risks coverage) may turn to

**Financial Service Complaints Institute (Kifid)**

P.O. Box 93257  
2509 AG The Hague  
Tel. +31 (0)70 333 89 99  
[www.kifid.nl](http://www.kifid.nl)

- c. If they do not wish to use these complaint handling options or are not satisfied with the handling or outcome, they may present the dispute to the competent judge in The Hague, unless agreed or provided otherwise.
- 15.4 Entities other than individuals cannot turn to SKGZ or Kifid. They may present the dispute to the competent judge in The Hague.
- 15.5 Consumers, care providers and health insurers may submit complaints to the Dutch Healthcare Authority (NZa) regarding forms used by the company. Such a complaint refers to forms that the complainant believes to be unnecessary or too complex. The NZa's ruling constitutes a binding opinion to the care provider, health insurer and consumer.
- 15.6 The extended 'OOM insurance complaints and disputes regulations' can be consulted and downloaded at [www.oomverzekeringen.nl](http://www.oomverzekeringen.nl) or requested from the company.





The trade name OOM Verzekeringen is used by OOM Holding N.V. (KvK The Hague 27194193), OOM Global Care N.V. (AFM 12000623, KvK The Hague 27111654), OOM Schadeverzekering N.V. (AFM 12000624, KvK The Hague 27155593) and "O.O.M." Onderlinge Molestverzekering-Maatschappij U.A. (KvK The Hague 27117235). These companies are registered in The Hague and share operational offices in Rijswijk.



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