

# Terms of Insurance Package

VP2010-2



## Introductory clause

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This insurance package consists of travel, household contents, accident, legal assistance and liability insurance. Sections 1 to 5 inclusive contain the provisions specifically applicable to the section in question. Section 6 contains the general provisions applicable to each section and to the insurance package as a whole.

**Section 1:** Travel Insurance

**Section 2:** Household Contents Insurance

**Section 3:** Personal Accident Insurance

**Section 4:** Legal Assistance Insurance

**Section 5:** Third Party Insurance

**Section 6:** General Provisions

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## Section 1. Travel Insurance

### Article 1.1 Definitions

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#### 1.1.1 Luggage

Everything carried or purchased by an insured person for personal use during the journey, sent or caused to be sent ahead, after or back, including:

a. General:

1. passports, driving licences, vehicle registrations, carnets and travel tickets issued in name;
2. prostheses, spectacles, contact lenses, hearing aids;
3. non-motorised wheelchairs/disabled vehicles, baby carriages and pushchairs;
4. bicycles and any bicycle trailer;
5. watercraft: inflatable or folding boards, provided these are not suitable for outboard motors, windsurfing boards and canoes;
6. musical instruments;
7. tools (but not a car jack) and spare parts, consisting of: a set of spare car lights, a set of fuses, a set of sparkplugs and a fan belt;
8. ski boxes, luggage boxes, roof racks or other carrying racks, caravan mirrors and snow chains; all including parts, accessories and auxiliary equipment.

b. Valuables:

1. jewellery and other objects made of precious metals, precious stones and pearls, watches;
2. photographic, film and video equipment and accessories, as well as audio, audio-visual and computer equipment and accessories.

c. Sport and hobby equipment, such as:

1. remote-controlled models;
2. golf equipment;
3. ski, cross-country ski, mountaineering equipment;
4. angling equipment;
5. underwater sport equipment;
6. parachute, parasail, hang-glider;
7. kites;

all including parts, accessories and auxiliary equipment.

#### 1.1.2 Blood relatives and relatives by marriage in the 1st and 2nd degree

- a. Blood relatives in the 1st and 2nd degree: parents, children, grandparents, grandchildren, brothers and sisters of the insured person;
- b. Relatives by marriage in the 1st and 2nd degree: parents, children, grandparents, grandchildren, brothers and sisters of the insured person's partner or of the partner of the parents, children, grandparents, grandchildren, brothers and sisters of the insured person.

#### 1.1.3 Current value

The value of the object immediately before the event. The current value is determined taking into account the original purchase price or assessed value and depreciation. Depreciation occurs based on the age and average useful life of items.

#### 1.1.4 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, 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.

#### 1.1.5 Journey

Temporary stay outside the permanent residence.

#### 1.1.6 Permanent residence

The address at which an insured person is registered with the civil registry, or was last registered before the start of the stay elsewhere.

## Article 1.2 Coverage descriptions

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### LUGGAGE

1.2.1 Travel insurance is in effect:

- a. for the luggage, including valuables, of an insured person during his or her journey;
- b. for the luggage, but not including valuables, of an insured person, as long as the luggage is necessarily outside the permanent residence immediately preceding or immediately after the journey.

1.2.2 Except for consequential damage and without claiming underinsurance, the company will compensate damage occurring through theft, loss or damage of:

- a. luggage to a maximum of the current value, but no more than € 1,600 per premium-paying insured person per insurance year, or if shorter, per insured period. It will compensate, however, for the maximum amounts, including parts, accessories and auxiliary equipment, for:
  1. bicycle and bicycle trailer: € 250 per insured person;
  2. watercraft: € 250 in total per travelling group;
  3. tools and spare parts for cars: € 250 per travelling group;
  4. musical instruments: € 250 per insured person;
  5. prostheses, spectacles, contact lenses and hearing aids: € 250 per insured person;
  6. valuables as stated in part b.1 of article 1.1.1: € 250 per insured person;
  7. valuables as stated in part b.2 of article 1.1.1: € 500 per insured person;
  8. hobby or sport equipment: € 250 per insured person;
  9. telephones and separate navigation equipment: € 250 per travelling group.
- b. items purchased during the journey to a maximum of € 250 per insured person, including gifts, souvenirs and the like purchased before or during the journey and intended to be given as gifts.
- c. Notwithstanding the exclusions in articles 1.3.2 and 1.3.3:
  1. for cars equipped with a luggage compartment that can be locked separately, covered in the case of three-door or five-door cars with a parcel shelf or other similar fixed device whereby items are not visible from the exterior, including valuables, only if said items are not left behind in the locked glove box and/or separately locked luggage compartment for more than 24 consecutive hours;
  2. for vehicles without such a luggage compartment:
    - a. during the journey: luggage, except for valuables, only if said items are left behind therein during a stop of no more than 3 hours for eating, resting or another reason;
    - b. during a stay at an official camping site: damage to luggage and valuables, provided these are stored in properly locked cabinets, etc., and breakage can be demonstrated, if the vehicle is used as accommodation.  
  
For vans and estate cars without cabinets, etc., that can be properly locked, the company compensates for damage to luggage, except valuables, left behind in the passenger cabin, provided said luggage is not left in the passenger cabin longer than 24 consecutive hours.
- d. The company compensates for:

1. the cost of return shipment, including costs incurred to return luggage to the permanent residence of the insured person if shipment is the necessary consequence of an insured event;
2. 50% of the cost of creating new locks after the loss of house keys, but no more than € 150.
3. cost of replacement clothing and toiletries to be purchased during the journey because the luggage given to the carrier was lost during transport and which did not remain under the insured person's immediate supervision as a result of being given to the carrier, to € 150 per insured person.

## UNFORESEEN EXPENSES

- 1.2.3 a. For an insured person travelling outside his or her country of residence, transport to the permanent residence in the country of residence as described in article 1.2.4 will be compensated.
- b. For an insured person who is not travelling, transport to the country of origin as described in article 1.2.4 will be compensated. Where article 1.2.4 makes reference to a permanent residence, this should be read as meaning the country of origin.
- c. The Unforeseen Expenses described in articles 1.2.4 to 1.2.6 inclusive are not insured in the insured person's country of residence.
- 1.2.4 Provided prior approval is given by the OOM Emergency Centre, the company will compensate in the event of:
- a. illness, accident or death of family members:
1. necessarily incurred additional costs of transport and accommodation to reach the permanent residence, in the event of the death or life-threatening illness or accident of blood relatives or relatives by marriage in the 1st or 2nd degree of the insured person, who are not travelling with the insured person;
  2. necessarily incurred additional costs of transport and accommodation during the return journey to the original place of accommodation of those who in the event as indicated in 1 were returning to their permanent residence, provided the return journey occurs within the intended duration of the journey or no later than 21 days thereafter.
- b. theft or loss of passport and/or visa: necessarily incurred additional costs of transport and accommodation to the place where a replacement document is issued, to a maximum of € 450 for all insured persons combined;
- c. telecommunication costs: necessarily incurred costs of telephone, telex, fax or telegram in the event of an event covered by the insurance:
1. for contact with the company and OOM Emergency Centre;
  2. to a maximum of € 150 for contact with others.
- 1.2.5 Compensation for the cost of transport amounts to:
- a. If the insured person uses his or her own car in one of the circumstances described in article 1.2.4 with the consent of the OOM Emergency Centre, compensation will be set at € 0.18 per additional kilometre driven.
- b. For transport by train: travel costs within Europe, lowest class, including couchette and cost of additional public transport.
- c. For other transport: travel costs to a maximum of the cost of a scheduled flight, lowest class, and the cost of additional public transport.
- 1.2.6 Compensation for the cost of accommodation (lodging and sustenance), which must be demonstrated with receipts, is a maximum of € 50 per insured person per day. A deduction of 10% will be applied for the cost of normal sustenance saved.

## GENERAL

### 1.2.7 Necessarily longer stay

If and as long as an insured person has not yet returned to the permanent residence as a result of a necessarily longer stay elsewhere due to an insured event, the insurance will automatically remain in effect, without additional premiums.

## Article 1.3 Exclusions

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1.3.1 The exclusion as stated in article 6.4.1 is not applicable to section 1. Travel Insurance.

### LUGGAGE

1.3.2 The following damage is not insured:

- a. if the necessary care has not been taken. Each insured person must take such care with his or her luggage and valuables, or use the safest storage place, that theft, loss or damage is prevented as much as possible.
- b. caused by:
  1. wear and tear, inherent vice or inherent defect;
  2. gradual effect of atmospheric influences;
  3. loss of value;
  4. ski edges coming loose and damage to ski coatings;
  5. dents, stains, scratches, scrapes, disfigurements and the like, unless functional use of the items is thereby compromised.

1.3.3 The following is not insured:

- a. luggage, including valuables, left in the passenger cabin of a car other than described in article 1.2.2;
- b. luggage left unattended on roof racks, bicycle racks, etc. Damage to or theft of luggage, but not valuables, is covered if it was in a properly installed and locked ski and/or luggage box with demonstrable breakage. Damage to or theft of bicycles is covered, provided these were locked with an approved bicycle lock and also attached to the carrier by means of a proper cable lock, U-shaped lock or chain lock;
- c. merchandise, samples or models;
- d. unset precious stones and unprocessed metals;
- e. objects with artistic, rarity, collectible or antique value;
- f. vehicles and watercraft (including luggage carts, caravans, folding trailers, etc.) and the fuel, standard equipment, parts and accessories (including motorcycle cases, awnings and canopies), except as stated in article 1.1.1 (Luggage);
- g. household contents not intended for use during the journey;
- h. damage to or loss of pivot teeth, crowns and bridges;
- i. animals;
- j. money, negotiable instruments and electronically loaded monetary cards such as a credit card, phone card, chip card, etc.

### UNFORESEEN EXPENSES

1.3.4 The following is not insured:

- a. attributable participation in fights;
- b. the cost of delays whose cause lies with the means of transport itself, whereby aircraft, ships, trains, coaches or other means of public transport become unavailable;
- c. lost income, as well as prepaid costs of transport and accommodation that cannot be used.

## Article 1.4 Excess for luggage

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- 1.4.1 In consideration of articles 1.1.1 (Luggage), 1.2.1 and 1.2.2 (Luggage), an excess of € 125 applies per event. For every damage covered by Luggage, the excess is applied to the damage amount determined according to the terms of the policy. The company will be required to pay compensation in the event of theft or loss only if the stolen or lost luggage is not found within a period of 4 weeks after the damage is reported.
- 1.4.2 The excess for Luggage does not apply for costs as stated under parts d.2 and d.3 of article 1.2.2.

## Article 1.5 Obligations

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### 1.5.1 In the event of damage

On penalty of the loss of rights, the insured person must, in the event of damage:

- a. immediately and, if possible, at the place of the event, report the theft or loss to the police. If this is not possible, to other authorised persons such as tour guides, hotel management, etc.
- b. report the loss of or damage to the luggage during transport by third parties to the carrier responsible;
- c. limit the damage as much as possible;
- d. complete a damage report form and send it to the company as soon as possible after the event of damage;
- e. submit the following documents:
  1. copies of reports or proof or reporting;
  2. receipts and/or other evidence regarding the scope of the damage or cause of damage;
- f. keep damaged luggage available to the company;
- g. if the company so desires, transfer in writing to the company any claim for compensation that an insured person has against third parties, to a maximum of the amount of the damage compensation.

### 1.5.2 Transfer of ownership

An insured person is not entitled to transfer an insured item to the company after damage. In the event of loss, theft or misappropriation, an insured person, who is also an owner, is obligated, however, at the first request by the company, before payment of such damage compensation is made, to transfer ownership of the insured item by deed to the company. The company in turn will engage, if the lost item is found and if the insured person explicitly so desires, to return the relevant ownership to the insured person. If damage compensation has already been paid, the policyholder must of course repay this amount, less any cost incurred to repair the damage occurring to the item during the period of its disappearance.



## Section 2. Household Contents Insurance

### Article 2.1 Definitions

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#### 2.1.1 Audiovisual equipment

Audio, video, receiving and transmitting equipment, such as radios, record players, CD players, video disc players, televisions, video cameras, tape, cassette and video recorders, as well as all types of computer equipment such as personal and game computers. All of this includes the usual peripheral equipment and other accessories such as discs or video discs, compact discs, tapes, cassettes, floppy discs, speakers, monitors, writing and printing units.

#### 2.1.2 Charges incurred to minimise loss

Costs of measures taken during the valid term of the insurance by or because of the policyholder or an insured person and reasonably required to avert the imminent threat of damage for which, if occurred, the insurance provides coverage, or to limit such damage. In this context, the costs of measures also include damage to items used in taking the measures indicated herein.

#### 2.1.3 Lightning strike

Direct strike by atmospheric discharge on objects in the building at the risk address.

#### 2.1.4 Breakage

Unlawfully obtaining access by force, i.e., with visible damage by the breaking of locks or closures.

#### 2.1.5 Fire

A fire caused by combustion and accompanied by flames outside a hearth and able to spread by itself. Therefore the following, among other things, do not constitute fire:

- a. singeing, scorching, melting, charring, smouldering;
- b. burning out of electric appliances;
- c. overheating, burning out, breakage of ovens and boilers.

#### 2.1.6 Current value

New value less an amount for technical and/or economic obsolescence, taking in account the state of repair of the insured item.

#### 2.1.7 Household contents

All movable goods owned by the insured person and which belong to the private household of the insured person, including personal jewellery and audiovisual equipment.

#### 2.1.8 Personal jewellery

Jewellery (including watches) intended to be worn on the body and consisting entirely or partially of precious metals or other metals, minerals, ivory, coral or blood coral or similar materials, as well as pearls.

#### 2.1.9 New value

The amount required to obtain new items of the same type and quality.

#### 2.1.10 Explosion

Immediately caused by a severe forced expression of gases or vapours occurring at once, taking into account the following:

If the explosion occurs:

- a. within a container, closed or otherwise, then:
  1. an opening must be created in the wall of the container by the pressure of the gases or vapours therein and;
  2. the opening must lead to the pressure inside and outside the container suddenly becoming equal.
- b. outside a container, the expression of force must be the immediate result of a chemical reaction. How the gases or vapours are created or whether they were present before the explosion is not relevant. Explosion does not refer to: implosion.

### **2.1.11 Clearance costs**

Costs of demolishing, clearing away, removing, dumping and destroying the insured items not already included in the determination indicated in article 2.6.1 and which are the necessary consequence of an event that is insured. The terms of article 2.3.5 apply notwithstanding.

### **2.1.12 Overvoltage/induction**

Lightning discharge other than is understood by the term lightning strike.

### **2.1.13 First-loss insurance**

Insurance in which the company compensates for the damage to a maximum of the insured amount without claiming underinsurance, even if the value of the insured items exceeds the insured amount.

### **2.1.14 Risk address**

The building or portion of a building, indicated as the risk address on the policy sheet, exclusively in use with the insured person as a private home. 'Building' also refers to the auxiliary buildings belonging to said building and private storage spaces in flats.

### **2.1.15 Storm**

A wind speed of at least 14 metres per second (gale force 7).

## **Article 2.2 Coverage descriptions**

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- 2.2.1 a. This insurance is first-loss insurance. Insurance is provided to a maximum of € 5,000 for material damage to or loss of the household contents of the insured person present at the risk address by a danger as stated below, regardless of whether it is caused by inherent vice, inherent defect or arises from the type and nature of the danger object.
- b. Coverage is exclusively at the risk address indicated on the policy sheet. As long as the risk address is not known to the company, there is no coverage.
- c. Damage to the insured items by being affected by the danger itself is equated to damage to said items and other insured items that results therefrom.
- d. Damage to insured items is also insured if said damage is caused by uninsured items being affected by an insured danger and the damage to the insured items is the result of the proximity of the uninsured items.
- 2.2.2 Personal jewellery is insured to a maximum of € 300 and audiovisual equipment is insured to a maximum of € 800.
- 2.2.3 Dangers/events covered:
- fire;
  - explosion;
  - lightning strike;
  - induction/overvoltage by lightning discharge;
  - storm;
  - aircraft and spacecraft;
  - burglary, theft or attempts thereto, in which the offender enters the building where insured objects were located, or attempted to enter them by means of breakage from the exterior to said building or a building connected thereto internally;
  - violent robbery and extortion;
  - vandalism after the offender has entered the building after committing breakage. This coverage does not apply for buildings or portions thereof that are taken out of use.
- 2.2.4 In excess of the insured amount, the following are compensated:
- charges incurred to minimise loss, as necessary to a maximum of 100% of the insured amount;
  - clearance costs to a maximum of 10% of the insured amount.

## Article 2.3 Exclusions

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Excluded from the insurance is damage to:

- 2.3.1 money, negotiable instruments including, for example, phone cards, public transport tickets and passes, etc., unprocessed precious metals and unset precious stones;
- 2.3.2 stamp and coin collections.

The insurance also excludes damage caused by or arising from:

- 2.3.3 earthquake and volcanic eruption. For damages occurring either during the time in which, or during the 24 hours after the consequences of the earthquake or volcanic eruption became evident in or near the insured items, the insured person must prove that the damage is not attributable to said phenomena;
- 2.3.4 flooding as a result of the breaching or overflowing of dikes, quays, locks, banks or other water barriers, regardless of whether it was caused by a storm. This exclusion does not apply for fire or explosion caused by flooding;
- 2.3.5 environmental damage. This refers to the costs of reversing a contamination of the ground, surface water and/or any watercourses, underground or otherwise. Reversing refers to investigation, cleaning, removal, transport, storage, destruction and replacement of soil and/or water or ground water and/or isolation of a contamination.

## Article 2.4 Obligations of the insured person in the event of damage

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The insured person is obligated:

- 2.4.1 to take measures immediately to prevent and limit any extension of the damage;
- 2.4.2 after arson, burglary, theft, robbery or vandalism, to report such immediately to the local police and to send the company a copy of the confirmation of reporting to the local police.

## Article 2.5 Expert's assessment

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**2.5.1 The extent of the damage** will be determined:

- a. by the company and the insured person in consultation, or;
- b. by an expert to be appointed jointly, or;
- c. by two experts, of whom the insured person and the company each appoint one. Before beginning the work, both experts will appoint a third. In the absence of agreement, the third expert, after having heard or properly convened both experts, will determine the extent of the damage in accordance with the policy terms within the limits of both appraisals.

Cooperation in the process described does not constitute an acknowledgement by the company of the obligation to compensate.

**2.5.2 Cooperation**

The insured person and the company are obligated to provide the experts with all cooperation that the latter deem necessary to perform their duties correctly, including providing the policy for inspection and providing information regarding the cause, occurrence and extent of the damage.

### 2.5.3 Fees and expenses

The fees and expenses of experts are entirely at the expense of the company to the extent that the damage is insured. If, however, the total of claims by the expert or experts appointed by the insured person and the expert(s) consulted by these exceeds the corresponding total on the part of the company, the excess will be at the insured person's expense.

## Article 2.6 Determining the extent of the damage

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The company's obligation to compensate for damage consists of:

2.6.1 the difference between the new value of the insured items immediately before and immediately after the event or, at the company's option, the repair costs immediately after the event for items that can be repaired in the opinion of the expert(s).

The current value is assumed for the following items:

- a. items whose current value before the damage is less than 40% of the new value;
- b. items not used for their intended purpose;
- c. mopeds;
- d. items with antique or rarity value;
- e. aerals and sunshades.

2.6.2 the amount of charges incurred to minimise loss.

2.6.3 the amount of clearance costs.

## Article 2.7 Excess

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2.7.1 An excess of € 250 applies per event of damage.

2.7.2 The excess is deducted from the damage amount determined in accordance with the policy terms.

## Section 3. Personal Accident Insurance

### Article 3.1 Definitions

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#### 3.1.1 Permanent disability

Permanent total or partial loss or loss of function of any part or organ of the body of the insured person.

#### 3.1.2 Accident

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

The following is equivalent to an accident:

- a. acute poisoning not caused by pathogens or by the use of medication and stimulants, as well as of intoxicants, narcotics or tonics;
- b. infection by pathogens as a direct result of an involuntary fall into water or any other substance or being therein to rescue a person or animal;
- c. complications and aggravations of the accident injury as a direct result of first aid or medically necessary treatment;
- d. wound infection and blood poisoning directly related to an accident that is covered;
- e. involuntary ingestion of substances or objects, except for pathogens;
- f. choking, drowning, sunstroke, heat buildup, freezing, burning, etching by corrosive liquids, lightning strike and electric discharge;
- g. exhaustion, starvation, dehydration and sunburn as a result of a disaster;
- h. spraining, dislocation and tearing of muscles and ligaments, provided such injuries occur suddenly and their nature and location can be medically determined.

### Article 3.2 Coverage descriptions

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#### PAYMENT ON DEATH (SECTION A)

- 3.2.1 In the event of the death of the insured person as a direct and exclusive result of an accident, the amount insured for death is paid, which is € 10,000. If the insured person dies as a result of the accident, any payment already made for permanent disability will be deducted from the amount payable due to death. A payment already made will not be reclaimed.

#### PAYMENT FOR PERMANENT DISABILITY (SECTION B)

- 3.2.2 In the event of permanent disability of the insured person as a direct and exclusive result of an accident, the amount insured for it is paid, which is € 75,000, in accordance with the following scale.

a. In the event of full permanent loss or loss of function of:

- An arm or hand	75%
- A thumb	25%
- An index finger	15%
- A middle finger	12%
- A ring finger or little finger	10%
- A leg or foot	70%
- A big toe	8%
- One of the other toes	3%
- Hearing in one ear	25%
- Hearing in both ears	60%
- Vision in one eye	35%
- Vision in both eyes	100%

- b. And in cases of partial loss or loss of function, a proportional part of the above percentages.
- 3.2.3 In cases of permanent disability not stated above, the payment percentage is in proportion to the degree of disability that the injury presents to the body as a whole, not taking into account the occupation or other activities of the insured person.
- 3.2.4 a. The degree of permanent disability will be determined based on the loss or loss of function, not taking into account externally applied prostheses or aids.  
b. If internal prostheses or aids are applied, the lesser loss or loss of function thereby obtain will be taken into account.
- 3.2.5 Regarding one or more accidents, no more will ever be paid in total than the amount insured for permanent disability.
- 3.2.6 If the insured person dies other than as a result of the accident and no payment for permanent disability has yet been made, the amount will be paid to which it is reasonable to expect that there would have been an entitlement if the insured person were alive, based on medical information, if it can be medically determined that the accident would have resulted in permanent disability.
- 3.2.7 If an existing permanent disability is aggravated by an accident, payment will be made based on the difference between the degree of permanent disability before and after the accident.
- 3.2.8 The degree of permanent disability is determined as soon as the condition can be considered invariable, but within 2 years from the date of the accident in any event.
- 3.2.9 For an insured person residing outside the Netherlands, the degree of permanent disability will be determined in the Netherlands. The travel costs to be incurred in this regard will not be at the expense of the company.

#### **SPECIAL PROVISION**

##### **3.2.10 Motorcycle or scooter**

For an accident occurring to the insured person as the driver or passenger of a motorcycle or scooter with an engine capacity of 50 cc or more, the payment will be limited to a maximum of 25% of the insured amount in the event of death (section A) and in the event of permanent disability (section B) and a maximum of 10% if the insured person was not wearing a helmet at the time of the accident.

##### **3.2.11 Aggravation of consequences of an accident**

If the consequences of an accident are heightened by the ill health or a physical or mental deficiency of the insured person, no more will be paid than if the accident had occurred to a person without such ill health or deficiency. This provision does not apply if the consequences are heightened by an accident for which there is entitlement to payment under this insurance or for which payment has already been made.

## **Article 3.3 Exclusions**

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- 3.3.1 The following will not be considered consequences of an accident: intestinal hernia (hernia abdominalis), herniated intervertebral disc (hernia nucleii pulposi) and psychiatric disorders.
- 3.3.2 Also excluded from this insurance are accidents occurring to the insured person:
  - a. by the abuse of alcohol or use of medication and intoxicants, narcotics or stimulants other than by prescription;
  - b. in a hazardous action whereby life or limb is consciously recklessly endangered, unless necessary in exercising the insured person's profession, to rescue a person or animal or in justified defence of oneself or others;
  - c. while present in or on an aircraft other than as a passenger of a civil aviation aircraft;
  - d. while making mountain trips over glaciers or mountain climbing, unless led by an accredited guide;
  - e. during participation in and training for competition with motor vehicles, motorboats and mopeds in which the element of speed is predominant;

- f. during bobsledding and luge;
  - g. while engaging in sport as a profession or additional profession;
  - h. while engaging in the sports boxing and wrestling;
  - i. while working professionally as, among other things, a: tree remover, circus artist, roofer, diver, window washer, woodworker, slaughterer, fisher and any other work with a similarly high risk of accidents;
  - j. as a result of suicide or attempted suicide;
  - k. as a result of a fight in which the insured person took part, unless he or she can demonstrate that the accident is the result of justified self-defence. This exclusion does not apply for children under 14.
- 3.3.3 The exclusion as stated in article 6.4.4 is not applicable to section 3. Personal Accident Insurance.

## Article 3.4 Payment

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- 3.4.1 Payment is made to the policyholder, unless stated otherwise on the policy sheet.
- 3.4.2 In the event of the death of the insured person as a result of the accident, the payment will be made to the legal heirs of the insured person.

## Article 3.5 Obligations after an accident

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- 3.5.1 If the terms of article 6.5.1 are not fulfilled and reporting occurs later, there may still be an entitlement to a payment, provided it can be demonstrated to the satisfaction of the company:
- a. that the disability is exclusively the result of an accident;
  - b. that the consequences of the accident are not heightened by ill health or a physical or mental deficiency;
  - c. that the insured person followed the directives of the treating doctor in all respects.
- Any right to payment will lapse, however, if reporting occurs more than 3 years after the accident occurs.
- 3.5.2 If the insured person dies, the above will apply accordingly, on the understanding that any right will lapse if the beneficiary does not inform the company of the insured person's death at least 48 hours before burial or cremation.
- 3.5.3 The insured person is obligated:
- a. to submit directly to treatment by a doctor and to do everything possible to promote his or her recovery;
  - b. to submit as requested to examination by a doctor designated by the company at the expense of the company, in the location where the doctor wishes to perform said examination and to provide the doctor with all desired information;
  - c. to be admitted as requested, at the expense of the company, for examination in a hospital or other medical facility designated by the company;
  - d. to authorise the company to obtain information from third parties;
  - e. to provide all information deemed necessary by the company, or cause such information to be provided, to the company or its designated experts and not deliberately fail to disclose any facts or circumstances that are significant for determining the degree of permanent disability;
  - f. to inform the company immediately of his or her full or partial recovery;
  - g. to consult the company in a timely manner when departing for a different care location.
- 3.5.4 This insurance does not provide coverage if the insured person, or in the event of death the beneficiary, has not fulfilled one of these obligations and has thereby infringed on the interests of the company.

## Section 4. Legal Assistance Insurance

### Article 4.1 Definitions

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#### 4.1.1 Event

The moment at which the opposition of interests with the other party is first expressed and can thereby reasonably be considered the cause of the need for legal assistance. A coherent whole of disputes arising from a single event will be considered a single dispute.

#### 4.1.2 Legal assistance

Legal assistance consists of:

- a. providing legal advice to prevent or resolve a dispute or imminent dispute affecting the insured person;
- b. representing the legal interests of the insured person in a dispute in which he or she has become involved, by:
  1. presenting a defence, judicially or extrajudicially, against claims (including criminal claims);
  2. asserting claims, judicially or extrajudicially, or submitting and defending petitions and objections on his or her behalf;
  3. presenting sentences, decisions or arbitral rulings for execution.

#### 4.1.3 Insured person

In addition to article 6.1.6, the following are also insured: the surviving dependants or relatives of an insured person, if and inasmuch as they may submit a claim to provide for the cost of living further to an event for which there is a claim for legal assistance under the insurance.

### Article 4.2 Coverage descriptions

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#### 4.2.1 Assistance for redress

Legal assistance regarding redress of damage to the insured person personally or his or her property, caused by a third party who is legally liable for such damage by virtue of an illicit act. Damage occurring within a contractual relationship of the insured person, or arising therefrom, will be eligible for assistance in redress only if it involves a contractual dispute as stated in article 4.2.3.

#### 4.2.2 Criminal-law assistance

Legal assistance in criminal cases initiated against an insured person, unless a criminal offence is or would be involved that indicates intent or criminal intent or a violation of tax regulations (including customs regulations).

#### 4.2.3 Contractual assistance

Legal assistance in disputes:

- a. arising from towing and repair agreements for a vehicle belonging to an insured person;
- b. arising from transport agreements signed by the insured person;
- c. arising from agreements signed by the insured person, directly relating to a journey or holiday travel.

#### 4.2.4 Deposit

- a. ARAG will advance to the insured person the sum of no more than € 12,500 per event if payment of a deposit is required by a foreign government, regarding a criminal case that is covered, for his or her release, restitution of items belonging to the insured person or release of confiscation thereof.
- b. By accepting the advance, the insured person irrevocably authorises ARAG to dispose thereof as soon as it is released again and accepts the obligation to cooperate fully in recouping the advance.



- c. The insured person is obligated to repay the advance as soon as possible, within one year after it is given in any event.

#### **4.2.5 Insured risk and event**

Insurance is provided for the risk that an insured person should have to provide for his or her own need for legal assistance as a result of an event related to the stay abroad (if insured for region A/B) or in the Netherlands (if insured for the Netherlands region) for which this insurance has been taken out, provided both conditions below are fulfilled:

- a. the event and the resulting need for legal assistance occur during the term of the insurance;
- b. the need for legal assistance could not legally be foreseen at the start of the insurance coverage.

#### **4.2.6 Cost of legal assistance**

The following are eligible for compensation:

- a. internal costs: the costs of salaried experts associated with ARAG;
- b. the following external costs:
  1. the fees and advances, inasmuch as they are generally considered customary, of the external experts brought in by ARAG;
  2. the costs of witnesses, as assigned by a judge;
  3. procedural costs remaining at the expense of the insured person or which he or she is ordered to pay in an irrevocable sentence;
  4. necessary travel and accommodation costs, to be incurred in consultation with ARAG, if his or her personal appearance before a foreign judge is ordered or urgently desired by the attorney hired;
  5. the costs associated with executing a sentence.

External costs that may be claimed, settled (such as VAT payment) or compensated by others on the basis of a contractual or legal provision (such as articles 591 and 591a of the Criminal Code) are not eligible for compensation (except for rulings under the Legal assistance Act); ARAG will advance these costs.

- c. that part of the costs of a mediator engaged by ARAG for which the insured person is liable, insofar as these costs are necessary for providing the mediation in ARAG's opinion.

#### **4.2.7 Maximum compensation**

The costs of legal assistance as referred to in article 4.2.6 under b will be compensated to a maximum of € 12,500 per event.

#### **4.2.8 Minimum interest**

The insured person may claim legal assistance only if the interest of his or her request is at least € 450. This provision does not apply for damage occurring in traffic and for criminal cases.

## **Article 4.3 Exclusions**

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The company will not provide legal assistance in the following cases:

- 4.3.1 If the insured person acts contrary to the insurance terms and thereby infringes the company's interests. This will apply in any event if the case is reported late such that the company could only provide legal assistance by means of more effort or more costs.
- 4.3.2 If the legal problem is related to the driving of a motor vehicle when the driver was not authorised to drive the motor vehicle. This exclusion will not be invoked if:
  - a. prosecution in a criminal case does not refer to unauthorised driving of a motor vehicle;
  - b. the insured person making the request for legal assistance did not know, or could not reasonably have known, that the driver was driving without authorisation.
- 4.3.3 In a dispute regarding this insurance contract. The company will, however, compensate for reasonably incurred costs of legal assistance if the irrevocable sentence is in the insured person's favour.

- 4.3.4 If the need for legal assistance is the intended or certain consequence of the insured person's actions or omissions or if he or she knowingly and wilfully accepted the emergence of said need to maintain or obtain any benefit.
- In a criminal case, the company will invoke the foregoing if the criminal offence the insured person is suspected of is an intentional offence (conditional or otherwise), or if the insured person committed the offence wilfully and knowingly. The company will subsequently compensate for reasonably incurred costs of legal assistance if said circumstances prove to be absent at the end of the case.
- 4.3.5 In disputes regarding guaranteeing or assuming claims of others by assignment, debt renewal, subrogation or surety.
- 4.3.6 In disputes regarding tax or tax law, including disputes on levies and quantities exempt from levies (such as manure quotas or milk quotas), fees, contributions, stamp fees, import duties and excise.

## Article 4.4 Damage settlement

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### 4.4.1 Provision of legal assistance

- a. The legal assistance will be provided by salaried experts in the service of ARAG, unless ARAG decides to assign the provision of the legal assistance or part thereof to an external expert. Inasmuch as the salaried expert in the service of ARAG provides the legal assistance, ARAG will confer with the insured person on the manner of handling and inform him or her regarding the feasibility of the desired result.
- b. If there is no reasonable likelihood, or no longer any such likelihood, of achieving the desired result, the provision of legal assistance will be halted.
- c. ARAG and the company are authorised not to provide assistance, or provide any further assistance, if the interest of the case is less than the cost or further cost of legal assistance to be incurred. ARAG will then provide an amount equal to the interest of the case.
- d. If it is necessary in the opinion of ARAG to assign the handling or part thereof to an external expert, ARAG will be exclusively authorised to give mandates to that effect, after conferring with the insured person.
- e. If ARAG gives a mandate to an attorney to represent the interests of the insured person in a legal or administrative proceeding, ARAG will monitor the insured person's choice. If the case is heard in the Netherlands, only attorneys registered or having an office in the Netherlands will be eligible. If the case is heard abroad, the attorney must be registered with the court in the country in question. ARAG will determine the choice in all other cases.
- f. Mandates are given on behalf of the insured person at all times. The insured person irrevocably authorises ARAG to do so. ARAG is not obligated with regard to a single request for legal assistance to give a mandate to more than one attorney (whether in the salaried employ of ARAG or otherwise) or (other) external expert. If legal assistance is provided by an attorney not in the salaried employ of ARAG, ARAG will act only as the financier of the costs involved therein, in accordance with the provisions applicable to this insurance.
- g. The liability for damage by or in relation to the provision of legal assistance by experts in the salaried employ of ARAG is limited to the amount to which the professional liability insurance taken gives entitlement, plus the excess under said insurance. A copy of the policy and terms is available for viewing at ARAG. Neither ARAG nor the company is liable for damage by or in relation to the work of an external expert brought in by ARAG.
- h. If other interested parties are taking action, or wish to take action, in addition to the insured person, ARAG will be authorised, instead of the provision of legal assistance by an expert in its salaried employ:

1. to bring in one external expert providing legal assistance to all interested parties jointly, or
2. to compensate proportionally to the insured person for the legal assistance costs incurred jointly by the interested parties.

#### **4.4.2 Obligations of the insured person**

- a. If it is doubtful whether the insured person's request for legal assistance relates to a dispute, the insured person must demonstrate the presence of a dispute by means of an expert report. The report must provide certainty regarding the factual consequences of an event and the cause and causer of the dispute. If the report provides sufficient grounds to providing legal assistance, ARAG will compensate for the cost of the report.
- b. An insured person requesting legal assistance will provide full cooperation to the company, ARAG or the external experts brought in. In any event, this means that he or she:
  1. will provide all information and documents relating to the request;
  2. will indicate the extent of the dispute and/or the interest (financial or otherwise), at the request of ARAG;
  3. will authorise ARAG to view the documents available to an external expert regarding the request;
  4. will constitute the civil party, if requested, in a criminal case and cooperate in recovering the costs of legal assistance incurred from third parties;
  5. is obligated to cooperate fully and/or assign his or her rights to ARAG to recover from third parties the costs incurred or yet to be incurred;
  6. will refrain from anything that can infringe the interests of the company and/or of ARAG.
- c. The insured person is obligated to repay to ARAG the costs advanced by ARAG, inasmuch as he or she has received them. This includes extrajudicial costs received by the insured person, the procedural costs assigned in an irrevocable sentence and VAT to be settled for the insured person.
- d. The policyholder and the insured persons authorise the insurance intermediary indicated in the policy to receive all notices and payments for them, unless it is or will be agreed otherwise. Correspondence on the handling of the case will at all times be conducted with and through the intermediary, unless requested otherwise.

#### **4.4.3 Conflicts of interest**

A conflict of interests exists if there is a dispute between two insured persons on two different policies. Both insured persons are authorised to request that legal assistance be provided to them by an attorney or legally authorised expert of their choice at the company's expense. ARAG will compensate the cost thereof in accordance with article 4.2.6.

#### **4.4.4 ARAG dispute resolution**

- a. If the insured person disagrees with the judgement of ARAG on the resolution of a dispute for which he or she has invoked the insurance, he or she may ask ARAG in writing to present the difference of opinion to an attorney of his or her choice.
- b. ARAG will then present the difference opinion and all relevant documents to the selected attorney and ask for an opinion. If requested, the insured person will also state the difference of opinion. The attorney's opinion is binding on ARAG. The cost are at the expense of ARAG and will not be debited from the insured maximum cost.
- c. The provision of legal will be continued by ARAG in accordance with the attorney's opinion, unless the insured person indicates at that time that he or she wishes to use the provisions of part e of this article.
- d. If ARAG transfers the handling of the case to an external expert, the mandate may not be given to the attorney who gave the binding opinion or to a colleague at the same firm.
- e. If the insured person does not agree with the attorney's opinion, he or she may continue to handle the case at his or her own expense and risk. If the ruling is then fully or partially in his or her favour, ARAG will then pay the reasonably incurred costs of legal assistance in accordance with the terms of article 4.2.6.

- f. This dispute regulation does not apply to a difference of opinion on the resolution of the dispute between the insured person and an attorney or an external expert brought in by ARAG.
- g. The right to present a difference of opinion as described in part of this article or a difference of opinion on the interpretation or application of the policy terms to a judge will lapse after 6 months from the time that ARAG has indicated its position in writing.

## Section 5. Third Party Insurance

### Article 5.1 Definitions

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#### 5.1.1 Damage

All references to damage in this section refer to:

- a. damage to persons: damage through injury or detriment to the health of persons, whether resulting in death or otherwise, including the damage arising therefrom;
- b. damage to items: damage through the damaging and/or destruction and/or loss of items of persons other than the insured persons, including the damage arising therefrom.

### Article 5.2 Capacity

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The liability of the insured person as a private individual is insured. Liability related to the exercising of a business or auxiliary business or profession or auxiliary profession is not covered, nor is the performing of paid manual labour. These limitations do not apply if the insured person performs paid or unpaid work or apprentice work during his or her holidays, spare time or studies.

### Article 5.3 Coverage descriptions

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#### 5.3.1 Liability/damage

The liability of the insured persons in their aforementioned capacity is insured for damage caused or arising during the duration of the insurance.

#### 5.3.2 Mutual liability

- a. The liability of the insured persons regarding each other is insured exclusively for damage to persons, incurred by the insured persons involved and inasmuch as said insured persons have no claims on other grounds regarding the event.
- b. No damage compensation will be given if the claimant is someone other than a natural person directly involved in and disadvantaged by the event, or said person's surviving relatives or dependants.
- c. The liability of an insured person for damage caused by animals or pets is included in the insurance, provided they are not kept for the exercising of a business or profession. Also insured is the liability of an insured person for damage caused by an animal or pet owned by the insured person, to persons other than the insured person during the period that said other person, not being a professional or commercial animal minder, is responsible for supervising the animal or pet.

#### 5.3.3 Insured amount

The insurance provides coverage to a maximum of € 1,250,000 per event.

Compensation is given above the insured amount for:

- a. the cost of proceedings pursued with the approval or at the request of the company and legal assistance provided on its instructions;
- b. statutory interest on the portion of the principal covered by the insurance.

#### 5.3.4 Surety

If a government requires a monetary deposit for damage covered by the insurance to assure the rights of the person(s) disadvantaged, the company will provide said surety to a maximum of € 125,000 (10% of the insured amount). The insured persons are obligated to authorise the company

to dispose of the surety as soon as it is released and furthermore to cooperate fully in obtaining repayment to the company.

### 5.3.5 Immovable goods

The following are insured regarding immovable goods:

- a. the liability of the insured person as the owner of the property he/she inhabits, including a houseboat, with corresponding structures, even if part thereof is rented out;
- b. the liability of an insured person for damage caused by fire, fire extinguishing and explosion occurring to a house rented by him or her on the basis of a rental agreement (including a holiday home or holiday apartment) as well as items therein, inasmuch as the insured person is not the owner/holder/lessee of said items, to a maximum of € 75,000;
- c. the liability of an insured person for damage caused by an aerial, as well as damage caused to the property rented and inhabited by him or her.

Other liability for damage by immovable goods, under construction or by operation or possession/ownership is excluded. The exclusion stated in article 5.4.3 is not applicable regarding the provision of 5.3.5 parts b and c above.

### 5.3.6 Favours

In assessing the liability of an insured person, we will not invoke the circumstance that the damage was caused while the insured person was performing a favour.

The following applies in the allocation of damage compensation:

- a. all claims for compensation by the disadvantaged person on other grounds will be deducted first;
- b. no damage will be compensated if the claimant is someone other than the disadvantaged person directly involved in the event;
- c. no more than € 12,500 for all disadvantaged persons will ever be paid out per event.

## Article 5.4 Exclusions

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### 5.4.1 Intent

The following liability is not covered:

- a. that of an insured person for damage caused by and/ or arising from his or her intentional unlawful action or omission aimed at a person or item;
- b. that of an insured person belonging to a group for damage caused by and/or arising from intentional unlawful action or omission, aimed at a person or item, by one or more of the persons belonging to the group, even in the event that the insured person himself or herself acted or omitted to act thus. The intentional nature of such unlawful action or omission does not diminish the fact that the insured person or, in the event the person belongs to a group, one or more of the persons belonging to the group is or was under the influence of alcohol or other substances.

### 5.4.2 Sexual behaviour

The following liability is not covered:

- a. that of an insured person for damage caused by and/ or arising from his or her sexual or sexually suggestive actions of any nature;
- b. that of an insured person belonging to a group for damage caused by and/or arising from sexual or sexually suggestive actions of any nature by one or more of the persons belonging to the group, even in the event that the insured person himself or herself did not act in that manner.

### 5.4.3 Supervision

The following liability damage is not covered:

- a. to items under the supervision of an insured person or someone on his or her behalf:
  1. on the basis of a rental, hire purchase, leasing or pledge agreement or usufruct (including the right of use and abode);

- 2. by virtue of the exercising of a business or auxiliary business or profession or auxiliary profession, the exercising of manual labour other than as a favour;
- b. to items unjustly under the supervision of an insured person;
- c. to motor vehicles, caravans/mobile homes, motorcraft and sailcraft (including windsurfing boards) and aircraft under the supervision of an insured person or someone on his or her behalf;
- d. consisting of and/or as a result of loss, theft or disappearance of money, negotiable instruments, bank, post office bank, debit or credit cards under the supervision of the insured person or someone on his or her behalf.

Other cases of liability for damage to items under the supervision of an insured person, other than in the cases under 5.4.3 parts a to d inclusive, are insured to € 4,500 per event with an excess of € 45 per event.

Coverage of liability for fire damage to the holiday accommodations used, for damage by an aerial to the rented property and for damage as a passenger indicated in 5.3.5, 5.4.4, 5.4.5 and 5.4.6, respectively, remains in effect notwithstanding.

#### **5.4.4 Motor vehicles**

Liability for damage caused with or by a motor vehicle owned, possessed, held, driven or used by an insured person is not covered.

This exclusion, however, does not apply for:

- a. the liability of an insured person as a passenger of a motor vehicle; the terms of articles 5.3.2 and 5.4.3, however, remain fully applicable;
- b. the liability of an insured person for damage with or by motor-driven mowers, children's toys, remote-controlled model cars and similar objects, provided they cannot exceed a speed of 10 km/h, as well as damage caused by bicycles with electric pedal assistance.

The coverage described under 5.4.4 parts a and b does not apply if and inasmuch as the liability is covered by other insurance.

- c. The liability of an insured person for damage caused while joyriding with a vehicle, provided the causer is under the age of 18. Joyriding refers to any unlawful use of a motor vehicle without the intent to acquire the motor vehicle.

Liability for damage in the event of theft or misappropriation of the motor vehicle as well as for damage to the motor vehicle itself is not covered. In the event of joyriding without the committing of violence, this coverage does not apply if third party insurance has been taken out for the motor vehicle.

#### **5.4.5 Watercraft**

Liability for damage caused with or by a watercraft is not covered.

This exclusion does not apply for:

- a. liability for damage caused with or by rowboats, canoes, windsurfing boards, sailboats with a sail surface area of no more than 16 m<sup>2</sup> and remotely operated model boats, unless such watercraft are equipped with an engine (outboard or otherwise) with a capacity of more than 3 KW (approximately 4 hp);
- b. the liability of an insured person as a passenger of a watercraft; the terms of articles 5.3.2 and 5.4.3, however, remain fully applicable.

The coverage described under 5.4.5 parts a and b does not apply inasmuch as the liability is covered by other insurance.

#### **5.4.6 Aircraft**

Damage caused with or by an aircraft, model aircraft, target aircraft, paragliding device, cable glider, airship, model rocket or balloon with a diameter of more than one metre in fully inflated condition is not covered. This exclusion, however, does not apply for:

- a. liability for damage caused with or by model aircraft whose weight does not exceed 20 kg;
- b. the liability of an insured person as a passenger of an aircraft; the terms of articles 5.3.2 and 5.4.3, however, remain fully applicable.

The coverage described under 5.4.6 parts a and b does not apply inasmuch as the liability is covered by other insurance.

**5.4.7 Weapons**

Liability for damage caused in relation to the possession and/or use of weapons is excluded.

**5.4.8 Agreement not fulfilled**

Damage caused by non-fulfilment, improper fulfilment or late fulfilment of an agreement is excluded.

## Article 5.5 Damage settlement

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- 5.5.1 The company is in charge of damage settlement and of any civil proceeding initiated against the insured person. It is entitled to pursue damage compensation without the consent of the insured person. If, however, it appears that claims by persons other than the insured person exceed the insured amount, the company will confer with the insured person first before proceeding to make a settlement.
- 5.5.2 The insured person is obligated, if the company so desires, to transfer in writing to the company all rights that he or she may have regarding the damage towards a person other than the insured person.



## Section 6. General Clauses

### Article 6.1 Definitions

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#### 6.1.1 ARAG

ARAG-Nederland, Algemene Rechtsbijstand Verzekeringmaatschappij N.V., having its registered office in Amsterdam and place of business in Leusden. This is the insurance company which processes claims and arranges for the surety deposit to be advanced on behalf of the company in case of a legal dispute. Contact information is included in article 6.5.1.c.

#### 6.1.2 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 execution of the insurance, with the purpose of obtaining insurance coverage or a payment or service on false pretences to which there is no entitlement.

#### 6.1.3 Company

OOM Schadeverzekering N.V. This company is registered with the Financial Markets Authority (AFM) under number 12.000.624.

#### 6.1.4 War and kindred risks

Armed conflict, civil war, uprising, internal unrest, riot, mutiny. The definitions of these forms of war and kindred risks are part of the text filed by the Union of Insurers in the Netherlands on 2 November 1981 at the office of the clerk of the District Court in The Hague.

#### 6.1.5 Insured person

Every person indicated as such in the policy.

#### 6.1.6 Policyholder

The person having entered into the insurance contract with the company and indicated as such on the policy sheet.

### Article 6.2 Region of coverage

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The insurance is in effect worldwide, unless stated otherwise for a coverage component.

### Article 6.3 Scope of coverage

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#### 6.3.1 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.

#### 6.3.2 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.

### 6.3.3 Terrorism

The consequences of an event related (directly or indirectly) to terrorism, malicious contamination or preventive measures are covered 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.

### 6.3.4 Foreign currency

Bills in foreign currency will be converted to euro according to the applicable rate on the date of the event.

## Article 6.4 Exclusions

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

- 6.4.1 as a result of natural disasters: earthquake, flooding and volcanic eruption;
- 6.4.2 arising from, or related to, nuclear reactions and fission products thus occurring, regardless of how the reactions occur, other than in medical treatment applied to the insured person;
- 6.4.3 arising from war and kindred risks;
- 6.4.4 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 7:691 part 1 of the civil code does not apply;
- 6.4.5 if the company is intentionally misled by the policyholder, insured person and/or beneficiary of payment by deliberately 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;
- 6.4.6 of damage related directly or indirectly to or caused by the insured person participating in or knowingly and wilfully being present in a hijacking, strike, rebellion and/or act of terrorism;
- 6.4.7 of damage directly or indirectly related to or caused while the insured committed or aided in the committing of a crime;
- 6.4.8 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;
- 6.4.9 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.

## Article 6.5 Obligations

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### 6.5.1 Damage reporting obligation

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 as quickly as is reasonably possible:

- a. In the event of damage covered by the article on **'Unforeseen Expenses' of the Travel Insurance**, the policyholder/ insured person is obligated to contact the:

**OOM Emergency Centre**  
Tel. + 31 (0)70 353 21 35

- b. Other damage covered by the **Travel Insurance** and damage covered by the **Personal Accident, Household Contents and/or Third Party Insurance** must be reported to:

**OOM Verzekeringen**  
c/o PO Box 50.000  
7900 RP Hoogeveen  
The Netherlands  
Tel. +31 (0)70 353 21 25  
Fax +31 (0)70 353 21 26  
E-mail [claims@oomverzekeringen.nl](mailto:claims@oomverzekeringen.nl)

- c. Damage covered by the **Legal Assistance Insurance** must be reported to:

**ARAG**  
PO Box 230  
3830 AE Leusden  
The Netherlands  
Telephone: + 31 (0)33 43 42 350  
Fax: + 31 (0)33 43 42 441  
[www.arag.nl/klantenservice](http://www.arag.nl/klantenservice)

### 6.5.2 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 to the company to evaluate the payment obligation.
- b. This means, among other things, that all invoices must be specified so that the company's required compensation may be determined from it without further enquiries.

### 6.5.3 Cooperation obligation

- a. The policyholder/insured person is obligated 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 recovery from liable third parties.
- d. The policyholder/insured person is also obligated to refrain from acknowledging liability.

### 6.5.4 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 6.6 Premium payment, premium refund and suspension

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- 6.6.1 The policyholder is obligated to pay the premium owed on the premium due date, in advance, including expenses and, if applicable, insurance tax.
- 6.6.2 **Starting premium**
  - a. 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.
  - b. Starting premium includes: the premium owed by the policyholder in relation to an interim change in the insurance.
- 6.6.3 **Subsequent premium**
  - a. If the policyholder refuses to pay the subsequent premium, no coverage will be provided regarding events occurring on or after the premium due date.
  - b. 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.
  - c. Subsequent premium includes: the premium owed by the policyholder on tacit renewal of the insurance.
- 6.6.4 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.
- 6.6.5 The policyholder continues to be obligated to pay the premium as well as collection costs.
- 6.6.6 Coverage will take effect again for events occurring after the day that the amount owed by the policyholder, 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.
- 6.6.7 If the policyholder does not pay the premium owed in time on the first premium due date, or refuses to pay, and if the policyholder 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 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.
- 6.6.8 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 6.7 Insurance basis

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- 6.7.1 The application 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, form the basis of this insurance and are considered to constitute a whole with the policy.
- 6.7.2
- a. If the policyholder has not fulfilled the information obligation in article 7:928 BW and has acted with the intent of misleading the company or if the company would not have provided insurance had it known the actual state of affairs, the company will be authorised to terminate the insurance within two months from discovery at a time to be determined by the company, without a notice period.
  - b. The policyholder may terminate the insurance with immediate effect within two months after the company has invoked non-fulfilment of the information obligation on entering into the insurance contract, including the situation in which the company invokes non-fulfilment of the information obligation on materialisation of the risk.
- 6.7.3 In the event of non-fulfilment of the information obligation by the policyholder on entering into the insurance contract, the company may propose to the policyholder that the insurance contract be continued under amended terms. The right to payment will be evaluated in accordance with article 7:930 BW.

## Article 6.8 Duration and end of insurance

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### 6.8.1 Duration of insurance

- a. The insurance is entered into for a period as indicated on the policy sheet. The maximum insurance term is 5 years.
- b. The insurance cannot be renewed, but new insurance can be applied for. An application form must be submitted to the company for that purpose.
- c. By way of exception to the terms under b, the insurance may be extended once for a maximum period of 30 days. The total insurance term, including the extended period, may never exceed the maximum insurance term.

### 6.8.2 Termination by the policyholder

The policyholder may terminate both the short-term and long-term insurance at any time. The insurance will then be terminated as of the date on which the company receives the written notice, or on such later date as may be stipulated by the policyholder. The insurance will not be retroactively terminated under any circumstances.

### 6.8.3 Option of termination by the company

- a. The company is 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 incorrect statements and/or other serious offences (such as duress and threats). In such cases, the insurance will be terminated, including any supplementary insurance, effective the day that the event in question occurred or on any other date to be determined by the company.
- b. The company is entitled to terminate the insurance in writing up to 30 days after the company has taken a final position regarding damage. The insurance will end on the date stated in the letter of notice, but not earlier than two months after the date of the letter of notice, except in the event that the termination is related to the intent by an insured person or by the policyholder to mislead the company. The policyholder is entitled to terminate according to paragraph 2 of this article.

## Article 6.9 Revision of the premium and/or terms

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- 6.9.1 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.
- 6.9.2 The company will inform the policyholder of the intended revision.
- 6.9.3 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.
- 6.9.4 If the company has not received any notice from the policyholder within the stated period of 1 month after the date stated in part 1, the insurance will be continued under the new terms and/or for the new premium.

## Article 6.10 Change of risk

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- 6.10.1 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 1 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.
- 6.10.2 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.
- 6.10.3 The policyholder must give notice of an increase in family size as soon as possible, within 1 month, indicating the name(s) and date(s) of birth of the person(s) in question.

## Article 6.11 Personal information

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- 6.11.1 a. Personal information is requested when insurance is applied for. 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 processing of personal data is subject to the code of conduct for the processing of personal data by financial institutions [“Verwerking Persoonsgegevens Financiële Instellingen”].
- 6.11.2 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 the CIS foundation apply. See [www.stichtingcis.nl](http://www.stichtingcis.nl).
- 6.11.3 A consumer brochure of the Code of Conduct may be requested from the company. The full texts of the Code of Conduct may be consulted on the website of the Association of Insurers at [www.verzekeraars.nl](http://www.verzekeraars.nl). The Code of Conduct can also be requested from the

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

## Article 6.12 Fraud

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

6.12.1 no insurance payment will occur at all;

6.12.2 the police will be notified;

6.12.3 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 Schadeverzekering N.V. as well as OOM Global Care 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 6.6.8;

6.12.4 there will be an entry in the reporting system used among insurers;

6.12.5 any damage paid and cost of investigation will be claimed back.

## Article 6.13 Complaints and disputes

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6.13.1 This insurance is subject to Dutch law.

6.13.2 Complaints and disputes relating to the intermediation, creation and execution of this insurance contract may be submitted in writing to the management of the company.

6.13.3 a. Individuals who are not satisfied with the judgement of the company may turn to

**Financial Service Complaints Institute (Kifid)**

PO Box 93257

2509 AG The Hague

[www.kifid.nl](http://www.kifid.nl)

Tel. +31 (0)70 333 89 99

b. 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.

6.13.4 Entities other than individuals cannot turn to the Financial Service Complaints Institute (Kifid). They may present the dispute to the competent judge in The Hague.

6.13.5 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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