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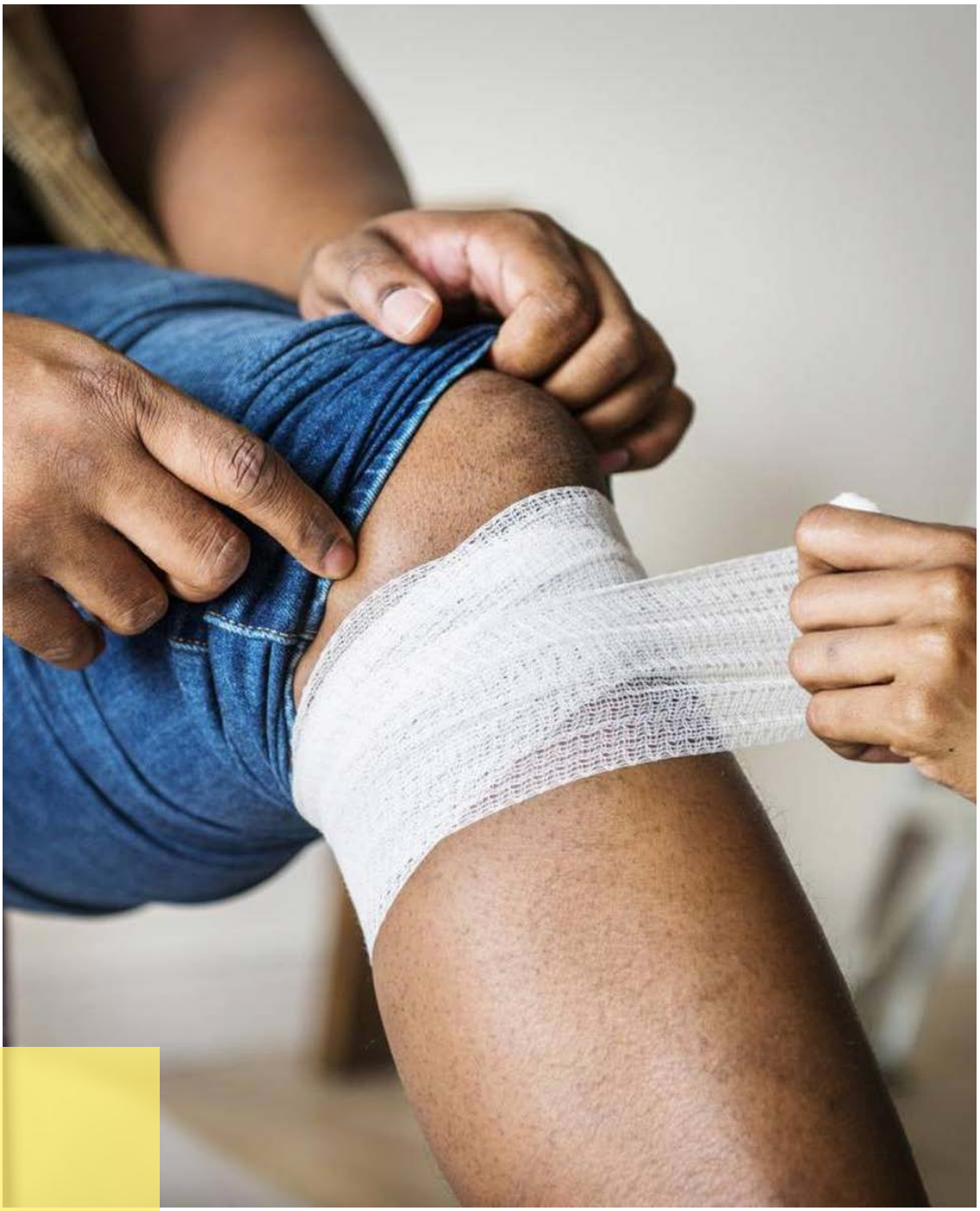

General Terms and Conditions

Group Accident Insurance

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General Terms and Conditions Group Accident Insurance

SUMMARY

Cover

This insurance provides cover for death and permanent disability arising from an accident as defined in these General Terms and Conditions	**articles 1, 2 & 4**

Accident

Definition of accident	**article 15.12**
Extensions of the concept of accident	**article 3**

Death

Definition of death	**article 15.13**
Benefits entitlements and obligations in case of death	**articles 5 & 6**
Optional additional cover for employees or directors-major shareholder	**article 8**

Permanent disability

Definition of permanent disability	**article 15.3**
Benefits entitlements and obligations in case of permanent disability	**article 5 & 7**
Optional additional cover for employees or directors-major shareholder	**article 8**

Premium

Payment of premium and consequences of non-payment or late payment	**article 10**

Complaints and disputes

Complaints and disputes scheme	**article 13.9**

Other

When we are not allowed to pay benefits	**article 12**
When you are not entitled to benefits or cover	**articles 4 & 10.3**
Payment of benefits	**article 9**
Notification of changes	**article 11**
Special provisions applicable outside the Netherlands	**article 14**
General provisions	**article 13**

These General Terms and Conditions form part of the insurance contract. While some subjects are mentioned in the above reading guide, it is by no means exhaustive. In a specific case, other provisions of these General Terms and Conditions may also be relevant.

Free and non-commital translation

As these General Terms and Conditions are a translation of the Dutch written General Terms and Conditions, the Dutch General Terms and Conditions will prevail in case of disputes or differences.

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7 Rights and obligations in case of (potential) permanent disability
8 Additional cover
9 Claimability, payment and discharge
10 Premium
11 Changes in risk, premium and/or conditions
12 Statutory obligations of the authorised agents
13 General provisions
14 Special provisions in case the insured resides outside the Netherlands
15 Definitions
Annex Clause sheet terrorism cover

Terms are defined in Article 15 (Definitions).

1 Description of the cover – general provisions

1.1 To which area does the cover apply?

The insurance provides worldwide cover.

1.2 Which cover applies when?

The policy shows whether 24-hour cover or limited cover applies. The cover provided under the policy applies to all Articles in these General Terms and Conditions. The policy also states whether there is cover for death and/or permanent disability as a result of a covered accident.

1.3 What is paid out and when?

1.3.1 If the insured has died as a direct and exclusive result of a covered accident and if this is included in the policy, the beneficiary will be paid an amount not exceeding the maximum sum insured for death specified in the policy. More details in Article 6 of these General Terms and Conditions.

1.3.2 If the insured suffers (a degree of) permanent disability as a direct and exclusive result of a covered accident and if this is included in the policy, the insured will be paid an amount not exceeding the maximum sum insured for permanent disability specified in the policy. The amount of the payment also depends on the degree of permanent loss or loss of function of the affected body part or organ. More details in Article 7 of these General Terms and Conditions.

1.3.3 The sums insured in case of death or total permanent disability specified in the policy will be halved for insured persons aged 85 years and over, or reduced to € 100,000.00, whichever is the lower amount, with effect from the day the insured reaches the age of 85 years.

1.3.4 The total payment under this cover will never exceed the maximum amount specified in the policy.

1.4 What does resident mean?

If the policy, the terms and conditions or the clauses state "if a resident of" or "resides in", this means that the person is registered as a resident in the Dutch Municipal Personal Records database (BRP), or in a register similar to BRP that applies to the country stated in the policy.

2 Description of the cover – additional provisions

2.1 Double payment

2.1.1 If the insured is involved in a covered accident as a result of fire in a dwelling or as passenger in a public means of transport (with the exception of aircraft or vessels) and the insured dies or becomes 100% permanently disabled as a result of such accident, the sum insured for death or for permanent disability will be doubled.

2.1.2 **Please note:** this provision does not apply:
- to additional cover and/or reimbursements;
- in case of war and kindred risks;
- if it is apparent from the policy that a cumulative scale applies;
- if the total amount payable for death or permanent disability, without the application of this provision, exceeds € 500,000.00.

2.1.3 If, by application of this provision, the payment were to exceed € 500,000.00, a maximum amount of € 500,000.00 will be paid.

2.2 Cover for visitors

2.2.1 The cover for visitors only applies if the policyholder has insured all employees under this insurance.

2.2.2 For a covered accident involving a visitor in the policyholder's property or premises, which is/are actually in use by the policyholder, the policyholder will be paid an insured amount of € 25,000.00 in case of death and a maximum amount of € 50,000.00 in case of permanent disability of that visitor. In the event of death and/or permanent disability of several visitors, a maximum amount of € 500,000.00 for each event or series of interrelated events will be paid to the policyholder.

2.2.3 'Visitor' is defined in this Article as: the natural person who is lawfully present, other than against payment, on the premises or in a property actually in use by the policyholder and who is registered as a visitor of the policyholder.
This definition of 'visitor' does not include (a person who works for) a contractor of the policyholder who comes to perform work in the company or on the policyholder's premises, such as personnel of construction companies, installation companies, plumbing companies, maintenance companies, window cleaning companies, painting companies, machine factories, cleaning companies, utility companies, landscaping companies, delivery/parcel services, and so on.

2.2.4 **Please note:** this cover does not apply when:
- the policyholder is fully or partly commercially engaged in the reception of persons, such as: amusement parks, leisure parks, indoor or outdoor playgrounds, swimming pools, hotels, restaurants, pubs, zoos, banks, educational establishments, cinemas, theatres, concert halls, museums, shops, department stores, public buildings, railway stations, airports, harbours, sports facilities/stadiums, garages, care institutions, medical centres, and so on;
- the visitor is already entitled to a benefit under this policy and/or any policy associated with it on another ground.

2.2.5 The provisions of Article 2.1 (double payment) do not apply to visitors.

3 Extensions of the concept of 'accident'

In addition to the concept of 'accident' as defined in Article 15.12, the following are also considered or covered as an accident:

3.1 Infection after involuntary fall

Infection with germs or an allergic reaction as a direct result of an involuntary fall into the water or other substance or as a direct result of rescuing or attempting to rescue persons, animals or things from the water or other substance.

3.2 Types of infection

Infectious diseases such as cowpox, anthrax, foot-and-mouth disease, sarcoptic scabies, trichophytosis and Bang's disease.

3.3 Ingestion of substances

Sudden and unintentional ingestion of harmful substances, gases or vapours. Harmful substances, gases or vapours do not include viruses or bacterial germs.

3.4 Complications

Complications or aggravation of an accidental injury as a direct and exclusive result of necessary medical treatment provided for a covered accident previously suffered by the insured.

3.5 Rescue and self-defence accidents

An accident caused during:

- legitimate self-defence or rescue or attempted rescue of persons, animals or property;
- emergency service activities or activities as a member of a volunteer (company) fire brigade, company emergency response (BHV) team or reserve police force.

3.6 Accident caused by illness

An accident caused by the insured's illness, disease or infirmity.

3.7 Improper medical treatment after a covered accident

Improper medical treatment, directly related to a previous covered accident that happened to the insured.

3.8 Exhaustion and similar injuries

Physical injuries directly caused by hardship or disaster, such as exhaustion, starvation, dehydration, or sunburn.

3.9 Asphyxiation and similar dangers

Asphyxiation, drowning, hypothermia, sunstroke, heatstroke, heat exhaustion, sprains, dislocations, strains and/or tears of muscles/tendons.

3.10 Wound infection or blood poisoning

Wound infection or blood poisoning as a direct result of a covered accident.

4 Exclusions and penalties

4.1 Exclusions

4.1.1 Nuclear reactions

There is no entitlement to benefits if the accident is caused by a nuclear reaction. 'Nuclear reaction' means any nuclear reaction that releases energy such as nuclear fusion, nuclear fission, artificial and natural radioactivity, radioactive radiation.

4.1.2 Consumption of alcohol or similar substances

There is no entitlement to benefits in case of an accident in which the insured party was under the influence of alcohol or other intoxicating, stimulating or similar substances, including both soft and hard drugs.
The authorised agents will assume that there is a connection between the consumption of alcohol and the occurrence of the accident in the following cases:

- in case of a traffic accident: the insured's blood and/or breath alcohol level at the time of the accident was higher than the legally permitted amount in the country where the accident occurred or, if there is no limit in the country concerned, the legally permitted amount applicable in the Netherlands;
- in case of a non-traffic accident: the insured is intoxicated. The authorised agents refer to intoxication if the insured's blood and/or breath alcohol level at the time of the accident exceeds 1.5 per mil or 660 ugl.

Please note: there is also no entitlement to benefits if the insured refuses or has refused to cooperate with a bladder and/or blood test.

4.1.3 Serious offence

There is no entitlement to benefits if the accident is connected to the insured committing, participating in or attempting to commit a serious offence. Participation in fights also falls under this exclusion, with the exception of the provisions of Article 3.5 (rescue and self-defence accidents).

4.1.4 War and kindred risks

There is no entitlement to benefits if an accident occurs to the insured in a situation of war and kindred risks, unless the accident occurred within 14 days of the outbreak of war in a country other than the Netherlands or the country of residence of the insured at that time (other than the Netherlands) and the insured was surprised by it.

4.1.5 Aircraft accidents

There is no entitlement to benefits for an accident that occurs to the insured in or with an aircraft, unless the accident occurred while the insured person was:

- a passenger on a commercial flight;
- a licensed amateur glider pilot or the occupant of a glider whose pilot has a licence.

4.1.6 Improper medical treatment not related to an accident

This insurance does not cover the consequences of improper medical treatment not related to a covered accident.

4.1.7 Intent

There is no entitlement to benefits in case of wilful or reckless conduct by or with the consent or at the instigation of the policyholder, insured, beneficiary or interested party in the insurance.

4.1.8 Self-mutilation/suicide

There is no entitlement to benefits in case of suicide (or attempted suicide) or self-harm, regardless of the insured's mental state. However, in case of suicide, the amount referred to in Article 8.38 is paid, if that Article applies.

4.2 Penalty: Loss of benefits entitlement

4.2.1 Any entitlement to benefits lapses if the policyholder and/or insured and/or beneficiary has failed to comply with an obligation to report, notify, inform or cooperate as set out in these General Terms and Conditions or as required by law, insofar as this has harmed the insurer's reasonable interest.

4.2.2 Any entitlement to benefits lapses if policyholder and/or insured and/or beneficiary has failed to comply with an obligation to report, notify, inform or cooperate as set out in these General Terms and Conditions or as required by law with intent to deceive the insurer, unless the deception does not justify the loss of benefits.

5 General obligations after an accident or when the insured is missing or has disappeared

5.1 In case of a possible covered accident or loss or disappearance of the insured, the policyholder and/or beneficiary and/or any other interested party has a number of obligations. This Article sets out the general obligations. Articles 6 and 7 include special obligations in case of death and permanent disability.

5.2 The policyholder and/or insured and/or beneficiary and/or any party interested in the insurance have the following obligations:
- To report the accident, missing person or disappearance to the authorised agents as soon as possible by email, letter or telephone;
- To provide the authorised agents with full details of the insured's accident, loss or disappearance and truthfully answer all questions put to them;
- To cooperate fully with any experts (such as claims adjusters and medical consultants) appointed by the authorised agents in any necessary medical or other investigation into the cause of the accident, missing person or disappearance.

5.3 The policyholder also has the following obligations:
- To ensure that the insured performs all obligations mentioned in Articles 5, 6 and 7;
- If requested by the authorised agents, to provide information showing that the person for whom the benefits are claimed was insured at the time of the accident and to allow the authorised agents to verify this information;
- If the insured sums are expressed in the policy as a multiple of the annual salary, to inform the authorised agents of the annual salary of the insured, so that the insured sums can be determined on the basis of this statement.

6 Rights and obligations in case of death

6.1 Obligations in case of death of the insured

In case of death of the insured, the policyholder and/or beneficiary and/or any party interested in the insurance have the following obligations in addition to the obligations set out in Article 5 above:
- To notify the authorised agents that the insured has died. This should be done as soon as possible, but at least 36 hours before the funeral or cremation, by email, letter or telephone;
  Please note: if it is chosen to report the death by letter, this letter must have reached the authorised agents no later than 36 hours before the funeral or cremation;
- To cooperate fully with any experts appointed by the authorised agents (such as claims adjusters and medical advisers) in any necessary medical or other investigation into the occurrence of the accident and/or the cause of death, such as autopsy, laboratory tests and the like.

6.2 Benefits in case of death

6.2.1 After it has been established that the cause of death of the insured is a covered accident, the sum insured for death is paid to the beneficiary.

6.2.2 Missing or disappearance

If the insured is missing or has disappeared – when it has been established beyond reasonable doubt that the insured has died due to a covered accident – the sum insured for death is paid to the beneficiary. The authorised agents may require that a statement of presumption of death be submitted. If the insured is found to be alive after the death benefits has been paid, the amount paid must be repaid to the authorised agents.

6.2.3 Disability benefits already paid

If an amount for permanent disability has already been paid for the same accident, and the insured dies as a result of this accident within three years of the date of the accident, only the difference between the amount payable for death and the amount previously paid for permanent disability is paid. If the permanent disability benefits exceed the sum insured for death, the difference does not have to be paid back.

6.2.4 No beneficiary

If, on the death of the insured, it appears that there is no beneficiary and no beneficiary can be designated under inheritance law, there is no obligation for the authorised agents to pay benefits. In any event, the authorised agents can never be obliged to pay out to the Dutch State, any other state or to the insured's creditors.

6.2.5 No assignment

The beneficiary's right to the death benefits cannot be assigned to third parties.

7 Rights and obligations in case of (potential) permanent disability

7.1 Obligations in case of (potential) permanent disability resulting from a possibly covered accident

If the insured has an accident that results or could result in the insured having (a degree of) permanent disability, the policyholder and/or the insured have a number of obligations in addition to those mentioned above in Article 5:

- The policyholder and/or insured must ensure that the accident is reported to the authorised agents by email or letter as soon as possible after the accident. For this purpose, an 'Accident claim form' *(schadeaangifteformulier ongevallen)* can be used and downloaded from the authorised agents' website: www.hienfeld.nl;
- The insured will seek medical treatment as soon as possible and remain in treatment for as long as is reasonably necessary and will always follow the instructions of the attending physician;
- The insured must be examined by an independent physician engaged by the authorised agents or be admitted for observation to a hospital or institution designated by them, whether or not in the Netherlands;
- The insured must provide or cause to be provided to the authorised agents' claims adjusters all information necessary to determine the degree of permanent disability and must cooperate fully with the authorised agents' medical consultant's request for medical information;
- The insured person must answer fully and truthfully all questions asked by the authorised agents or independent experts engaged by them and must not conceal any facts or circumstances which may be relevant for determining the degree of permanent disability;
- The insured must report full or partial recovery to the authorised agents as soon as possible.

7.2 Benefits in case of permanent disability

What amount is paid in case of permanent disability?

7.2.1 Benefits percentage of the amount insured

If the insured suffers (a degree of) permanent disability as a result of a covered accident, a percentage of the amount insured stated on the policy is paid to the beneficiaries. This is the payment percentage. The payment percentage is determined according to whether there is total or partial loss or loss of function of one or more affected body parts or organs. See Articles 7.2.8 to 7.2.13 for determining the amount of the payment percentage.

7.2.2 Interest payment

If, within two years of the date on which the accident was reported to the authorised agents, it has not been possible to determine a payment percentage, the beneficiary is entitled to statutory interest on the final amount payable for permanent disability. In that case, the interest is calculated from the 730th day after the day of receipt of the notification of the accident by the authorised agents until the day the authorised agents have drawn up the benefits proposal.

How and when is the degree of permanent loss or loss of function of the affected body part or organ determined?

7.2.3 Method of determination

The degree of permanent loss or loss of function of the affected body part of organ is determined on the basis of the reports of experts engaged by the authorised agents, using the latest edition of the 'Guides to the Evaluation of Permanent Impairment' of The American Medical Association (AMA), possibly supplemented by the guidelines of the Dutch specialist associations.

7.2.4 Impact of illness, disease, or infirmity

If the insured already suffered from an illness, a disease or infirmity before the accident, or if an illness, disease, or infirmity independent of the accident develops after the accident, the adverse effect of this illness, disease or infirmity on the consequences of the accident and/or on the degree of permanent loss or loss of function is taken into account in determining the degree of permanent loss or loss of function. No more will be paid than would have been paid if the insured had not suffered from that illness, disease or infirmity.

7.2.5 Influence of psychological response/responses

In determining the degree of permanent loss or loss of function no account is taken of the psychological response to the accident and/or to the bodily injury and/or permanent disability caused by it. No more is paid than would have been the case if the insured had not had any psychological response.

7.2.6 Time of determination

The degree of permanent loss or loss of function of the affected body part or organ is determined as soon as a definitive medical condition is established, but in any case within three years of the date of the accident. At the end of this three-year period, the degree of permanent loss or loss of function of the affected body part or organ is determined based on the degree of disability existing at that time. Any changes that take place after this period do not affect the amount of the benefits. In case of any improvement in the degree of disability, the authorised agents are not entitled to a full or partial refund of the benefits paid and in case of a deterioration in the degree of disability, the beneficiary is not entitled to a higher benefit.

7.2.7 Impact of death

If an insured dies after a covered accident from a cause other than this accident, the degree of permanent loss or loss of function is determined based on the insured's condition as it would probably have been definitively determined based on the available medical reports when reaching a final medical condition if the insured had not died.

How and when is the payment percentage determined?

7.2.8 Method of determination

The amount of the payment percentage is determined based on three aspects:
- Are one or more body parts or organs affected?
- Is there complete or partial loss or loss of function of the affected body part or organ/what is the degree of permanent loss or loss of function of the affected body part or organ?
- Does the affected body part or organ appear on the payment scale below or not?

7.2.9 Payment scale

In case of permanent complete loss or loss of function of one of the body parts or organs listed below, the payment percentage stated next to it applies.

Loss of function	Payment percentage
- visual system	100%
- power of speech	100%
- hearing in one ear	30%
- hearing in one ear if payment has already been made under this insurance for loss of hearing in the other ear	70%
- hearing in both ears	100%
- auricle	5%
- nose	10%
- sense of smell or taste or both (partial loss of smell, taste or of both is not considered a disability)	10%
- thumb	30%
- index finger	20%
- any other finger	15%
- hand	95%
- arm up to the shoulder joint	100%
- big toe	10%
- any other toe	5%
- foot	65%
- leg up to the hip joint	100%
- pelvic ring and pubic bone	20%
- spine (including spinal cord)	100%
- spleen	10%
- kidney	20%
- lung	25%
- pancreas	70%
- reproductive organs	35%
- chewing function	15%
- teeth however, up to a maximum amount of € 12,000.00 (loss or damage to less than 50% of the teeth is not covered). 'Teeth' here means: 28 to 32 natural teeth and non-removable dentures.	2,5%
- the complete loss of integrated complex higher brain functions due to traumatic brain injury	100%
- the complete loss of ability to use language due to traumatic brain injury	90%
- spine with complete loss of typical spinal action and movement function without neurological symptoms	75%

Permanent disability may also be assumed for the following diagnoses. The payment percentage of the relevant diagnosis is determined by the medical adviser of the authorised agents, using the latest edition of the 'Guides to the Evaluation of Permanent Impairment' of The American Medical Association (AMA), supplemented by the guidelines of the Dutch specialist associations:
- post-commotional syndrome;
- whiplash.

Example:
The insured loses an index finger completely. In the payment scale, the payment percentage for this is set at 20%. Therefore, if the insured amount for permanent disability is € 100,000.00, the beneficiary in that case receives a benefit of € 20,000.00.

7.2.10 Partial loss

In case of permanent partial loss or loss of function of an affected body part or organ, the payment percentage is calculated by subtracting the degree of permanent loss or loss of function from the payment percentage specified for the affected body part or organ in the payment table in Article 7.2.9. for permanent complete loss or loss of function.

Example:
Suppose, using the above guidelines, it is determined that the degree of permanent loss of function of an index finger is 75%. In the payment scale, the payment percentage for a complete loss of an index finger is set at 20%. The payment percentage for a partial loss of function of 75% is then (75% of 20% =) 15%. Therefore, if the insured amount for permanent disability is € 100,000.00, the beneficiary receives a benefit of 15% of € 100,000.00, so € 15,000.00.

7.2.11 Determining the payment percentage in other cases

In case of permanent total or partial loss or loss of function of a body part or organ not included in the payment scale included above, the payment percentage for the relevant body part or organ is determined by the medical adviser of the authorised agents, using the latest edition of the 'Guides to the Evaluation of Permanent Impairment' of The American Medical Association (AMA), supplemented by the guidelines of the Dutch specialist associations. The degree of permanent loss or loss of function of the affected part of the body or organ, taking into account the insured's work (at the time of the accident), will also be determined for the policyholder's employees and directors-major shareholder (DGAs). (Please note that this is not the same as the degree of disability under the Work and Income (Capacity for Work) Act (WIA) or similar schemes.) The benefits are then determined on the basis of the highest percentage.
Please note: in case of permanent loss or loss of function of multiple body parts or organs, this provision applies only to the body part or organ not included in the payment scale.

Example:
Suppose an insured suffers irreparable damage to the colon, which is an organ not included in the payment scale. According to the above-mentioned guidelines, the payment percentage, without taking into account the insured's work, is set at 20%. If the insured is a professional driver, the payment percentage could be set at 50%, taking into account the work he does. Therefore, if the insured amount for permanent disability is € 100,000.00, the beneficiary receives a benefit of 50% (being the highest percentage) of € 100,000.00, so € 50,000.00.

7.2.12 Multiple loss

In case of permanent loss or loss of function of more than on body part or organ, the payment percentage is first determined separately for each body part or organ based on the above provisions. These percentages are then added and/or combined to a maximum of 100%.

Example:
The insured loses an entire thumb and an entire index finger. In the payment scale, the payment percentage for a thumb is set at 30% and for an index finger at 20%. The total payment percentage is then 50%. Therefore, if the insured amount for permanent disability is € 100,000.00, the beneficiary receives a benefit of 50% of €100,000.00, so € 50,000.00.
Suppose the insured loses both feet completely. In the payment scale, the payment percentage for each foot is set at 65%. The total payment percentage is then the maximum 100%. Therefore, if the insured amount for permanent disability is € 100,000.00, the beneficiary receives a benefit of € 100,000.00.
Suppose the insured loses one foot completely. In the payment scale, the payment percentage for loss of a foot is set at 65%. In addition, as a result of the same accident, the insured sustained injuries to a thumb, and the degree of permanent loss of function of the thumb is set at 50%. In the payment scale, the payment percentage for a complete loss of a thumb is set at 30%. The payment percentage for a partial loss of 50% of the function of the thumb is then (50% of 30% =) 15%. Therefore, if the insured amount for permanent disability is € 100,000.00, the beneficiary receives a benefit of 65% + 15% = 80% of € 100,000.00, so € 80,000.00.

7.2.13 Time of final decision

The authorised agents must make a final decision within 14 days of receiving the medical adviser's final report and all other information necessary for a proper assessment of the entitlement to benefit.

8 Additional cover

Please note:
- The cover in this Article applies only if the insured is a DGA or an employee of the policyholder;
- If cover under this Article is claimed, it is expressly understood that any reimbursement under this Article is only in addition to the sum insured for death or permanent disability as stated in the policy. Where this Article refers to an increase in the death or permanent disability benefit, it always means the benefits without application of any additional cover or compensation.

Additional cover for policyholder

8.1 Workplace adjustments

8.1.1 If, as a result of a covered accident, the insured is entitled to a lump-sum payment percentage of more than 25% of the sum insured for permanent disability, the costs of the necessary workplace adjustments will be reimbursed to the policyholder only once, up to a maximum amount of € 10,000.00.

8.1.2 The conditions for such a reimbursement are that there is an assessment procedure from a competent authority that such adjustments are necessary and that the authorised agents have given their advance express written consent to incur these costs. Costs are reimbursed after it has been established that these conditions have been met.

8.1.3 This provision is subject to the concurrence rule of Article 13.5.

8.2 Catastrophe cover

If five or more insured persons suffer a covered accident as a result of the same event or a series of connected events and these insured persons die simultaneously or within six months of the accident, the policyholder is paid an additional amount of 25% of the sum insured for death for each insured person. This amount will not be more than € 250,000.00 for all relevant insured persons together.

8.3 Tax-exempt death benefit

If the insured dies as a result of a covered accident and the policyholder has provided a tax-exempt death benefit to the insured's surviving relative(s), the policyholder will receive a lump-sum payment for this. This compensation is a maximum of three times the insured's gross monthly salary at the time of the accident up to a maximum amount of € 15,000.00.

8.4 Retraining costs

8.4.1 If a benefit is provided for the complete loss of an arm up to the shoulder joint or a leg up to the hip joint or complete loss of the visual system due to a covered accident, the reasonable costs of retraining the insured to suitable employment will be reimbursed. These costs will be reimbursed to the policyholder up to a maximum amount of €10,000.00.

8.4.2 This provision is subject to the concurrence rule of Article 13.5.

8.5 Loss of reputation

8.5.1 If the insured dies or becomes permanently disabled as a result of a covered accident that occurs on the policyholder's property and/or premises and damages the policyholder's reputation, the policyholder will be reimbursed up to a maximum amount of € 10,000.00 for public relations and media costs incurred to protect the policyholder's reputation.

8.5.2 The conditions for such a reimbursement are that:
- The costs must have been incurred within 15 days of the date of the accident;
- The authorised agents have given their advance express written consent to incur these costs;
- The policyholder has not acted in a culpable or grossly negligent manner.

Costs are only reimbursed after it has been established that these conditions have been met already.

8.5.3 This provision is subject to the concurrence rule of Article 13.5.

8.6 Silent march or memorial service in case of murder or manslaughter

8.6.1 If the insured has been the victim of murder or manslaughter, other than an honour killing or gangland killing, the policyholder will be reimbursed up to a maximum amount of €5,000.00 for the reasonable costs of a silent march or memorial service (to be held in addition to the funeral).

8.6.2 Such reimbursement is subject to the authorised agents' advance express, written consent in advance to incur these costs.

8.7 Recruitment costs

8.7.1 If the insured dies due to a covered accident or suicide, the reasonable recruitment costs to replace the insured up to a maximum amount of € 10,000.00 will be reimbursed to the policyholder.

8.7.2 This provision is subject to the concurrence rule of Article 13.5.

Additional cover for the insured

8.8 Adjustments to home or relocation allowance and/or car

8.8.1 If, as a result of a covered accident, the insured becomes permanently disabled, the insurer will reimburse the insured up to a maximum amount of € 20,000.00 for the necessary adjustments to a passenger car and/or the insured's property or the associated relocation costs, so the insured can continue to carry out the daily activities independently. The conditions for such a reimbursement are that there is an assessment procedure from a competent authority that such adjustments and/or relocation are necessary and the authorised agents have given their advance express written consent to incur these costs. Costs are only reimbursed after it has been established that these conditions have been met.

8.8.2 This provision is subject to the concurrence rule of Article 13.5.

8.9 Burns

If the insured suffers third-degree burns due to a covered accident, the following (additional) amount is paid to the insured:
- € 10,000.00 for burns affecting more than 25% of the body;
- € 5,000.00 for burns affecting between 15% and 25% of the body;
- € 1,500.00 for burns affecting between 9% and 15% of the body;

Please note: this cover does not apply when the insured has died as a result of the accident.

8.10 Daily fee

8.10.1 Daily fee – hospitalisation

If the insured is hospitalised for more than 24 hours as a result of a covered accident, the insured will be reimbursed € 75.00 for each day of hospitalisation up to a maximum of 365 days.

8.10.2 Daily fee – coma

If the same accident results in the insured falling into a coma, the insured will be reimbursed an additional € 100.00 for each day that the insured remains in a coma, up to a maximum of 365 days.

8.11 Cover for infectious disease or virus testing

8.11.1 If the insured is the victim of sexual violence or violent robbery, the costs of testing for infectious diseases or viruses prescribed by a doctor will be reimbursed up to a maximum amount of €1,500.00.

8.11.2 The condition for this compensation is that the tests are taken within 60 days of the sexual assault or violent robbery. Costs are reimbursed after it has been established that this condition has been met.

8.11.3 This provision is subject to the concurrence rule of Article 13.5.

8.12 Serious adverse reaction after vaccination against Coronaviruses

If, due to a serious adverse reaction after vaccination against coronaviruses such as SARS, MERS, COVID-19 or any mutation or variant thereof, the insured is hospitalised for more than 24 hours, the insured will be reimbursed € 50.00 for each day of hospitalisation up to a maximum of 180 days. Such hospitalisation must have occurred within 30 days of the relevant vaccination and the attending physician must have established that the hospitalisation is the direct and sole consequence of the vaccination.

8.13 Medical expenses

8.13.1 If the insured incurs medical expenses due to a covered accident, these expenses will be reimbursed up to a maximum amount of €1,000.00 and up to a maximum of 365 days after the accident.

8.13.2 Medical expenses only include:
- expenses charged to the insured by the attending physician (other than a dentist), whether or not through a health care insurer;
- expenses incurred by a doctor (other than a dentist) in connection with prescribed treatments, medicines and dressings;
- physiotherapy expenses;
- hospital treatment and nursing costs;
- ambulance transport costs;
- the cost of purchasing an invalid's car or guide dog for the blind, where this has become necessary as a result of the accident.

8.13.3 The insured must be covered by health insurance in the Netherlands to qualify for this reimbursement.

8.13.4 No reimbursement is made for the statutory health insurance excess.

8.13.5 This provision is subject to the concurrence rule of Article 13.5.

8.14 Cover for domestic help

If, as a result of a covered accident, the insured is entitled to a payment percentage of more than 50% of the sum insured for permanent disability, the necessary costs of professional domestic help will be reimbursed, provided that they are the result of the accident and for a maximum of 104 weeks from the date of the accident, up to a maximum amount of € 7,500.00. Such reimbursement is subject to the authorised agents' advance express, written consent in advance to incur these costs. This provision is subject to the concurrence rule of Article 13.5.

8.15 HIV infection

If the insured becomes infected with the HIV virus as a result of a blood transfusion or an infected needle during medical treatment in a recognised hospital in the Netherlands, a lump-sum of € 25,000.00 will be paid to the insured.

8.16 Facial scar(s)

If, as a result of a covered accident, the insured has (a) permanently disfiguring scar(s) greater than 2.5 centimetres on the face, the following (additional) amount will be paid to the insured in case of scars:
- between 2.5 and 5 centimetres: € 2,500.00;
- starting from 5 centimetres: € 5,000.00;

8.17 Death of unborn baby

If an insured woman is pregnant and, as a result of a covered accident, loses her unborn baby of 24 weeks or older, funeral expenses and/or expenses for baby items already purchased will be reimbursed to the insured up to a maximum amount of € 7,500.00.

8.18 Personal belongings

8.18.1 If the insured is hospitalised immediately after and as a result of a covered accident, the insurer will indemnify the insured for damage to or loss of the insured's personal property caused by the accident, up to a maximum amount of € 5,000.00 based on the current market value.

8.18.2 'Personal property' means objects, clothing and documents belonging to the insured.

8.18.3 'Current market value' means the new value less an amount for depreciation caused by age, wear and tear and average useful life.

8.18.4 This provision is subject to the concurrence rule of Article 13.5.

8.19 Plastic surgery

8.19.1 If the insured requires plastic surgery due to a covered accident, the costs of plastic surgery will be reimbursed to the insured up to a maximum amount of € 10,000.00.

8.19.2 The conditions for such a reimbursement are that the treatment was prescribed and administered by a licensed physician and the treatment is provided within 730 days from the date of the accident.
Costs are only reimbursed after it has been established that these conditions have been met.

8.19.3 This provision is subject to the concurrence rule of Article 13.5.

8.20 Pre-pension

8.20.1 From the time the insured leaves the early retirement scheme during a policy year, there is 24-hour cover until the end of that policy year for the following insured amounts (instead of the insured amounts originally stated in the policy) € 25,000.00 in case of death due to a covered accident and up to € 50,000.00 in case of permanent disability due to a covered accident.

8.20.2 The condition for this cover is that the policyholder has covered all its employees under this insurance on a 24-hour basis.

8.21 Prostheses

8.21.1 Arm and/or leg prostheses

If the insured loses an arm or leg due to a covered accident and requires a prosthesis as a result, the costs of this prosthesis will be reimbursed to the insured up to a maximum amount of € 15,000.00.

8.21.2 Eye and/or ear prostheses

If the insured requires an eye and/or ear prosthesis due to a covered accident, the costs of these prostheses will be reimbursed to the insured up to a maximum amount of € 500.00.

8.21.3 This provision is subject to the concurrence rule of Article 13.5.

8.22 Psychological support

8.22.1 If, based on an opinion of the authorised agents' medical adviser, the insured is expected to be entitled to a payment percentage of more than 50% of the sum insured for permanent disability as a result of a covered accident, the costs for professional psychological support will be reimbursed to the insured up to a maximum amount of € 10,000.00.

8.22.2 The conditions for such a reimbursement are that this support has become necessary due to the accident and has been prescribed by a qualified doctor and the support is provided within three months from the date of the accident.
Costs are only reimbursed after it has been established that these conditions have been met.

8.22.3 This provision is subject to the concurrence rule of Article 13.5.

8.23 Travel expenses of insured

8.23.1 If a benefit is payable for the complete loss or loss of function of an arm up to the shoulder joint or a leg up to the hip joint or complete loss or loss of function of the visual system, the reasonable travel expenses (only for direct travel to and from the place of work or travel in connection with medical treatment necessitated by the accident) of the insured, such as transport by a taxi or chauffeur, will be reimbursed to the insured up to a maximum amount of € 50.00 a week for a maximum of 104 weeks.

8.23.2 This provision is subject to the concurrence rule of Article 13.5.

8.24 Wheelchair

If the insured requires a wheelchair due to a covered accident, the costs of buying such a wheelchair will be reimbursed to the insured up to a maximum amount of € 1,500.00.
The conditions for such a reimbursement are that the use of a wheelchair is prescribed by a qualified doctor and that its use is the direct result of and only attributable to the accident;
Costs are reimbursed after it has been established that these conditions have been met.
This provision is subject to the concurrence rule of Article 13.5.

8.25 Dental costs

8.25.1 If, as a result of a covered accident, three or more of the insured's natural teeth and/or non-removable dentures are damaged, the repair costs will be reimbursed to the insured up to a maximum amount of €5,000.00 for each covered accident.

8.25.2 Costs of dental treatment include only:
- Costs charged to the insured by the dentist, whether or not through a health care insurer, including the costs of non-detachable dentures, such as crowns, implants, etc.;
- Costs of X-rays taken by or on the prescription of a dentist;
- Costs of medicines taken by or on the prescription of a dentist.

8.25.3 This provision is subject to the concurrence rule of Article 13.5.

8.26 Paralysis

If, as a result of a covered accident, the insured becomes permanently and completely paralysed, the following (additional) amount will be paid to the insured:

- In case of paralysis of one side of the body due to brain damage (hemiplegia)	€ 25,000.00
- In case of paralysis of the two lower limbs, bladder and rectum (paraplegia)	€ 25,000.00
- In case of paralysis of three of the four lower limbs, bladder and rectum (triplegia)	€ 75,000.00
- In case of paralysis of the four limbs (quadriplegia)	€ 150,000.00

Additional cover for the beneficiary or third parties

8.27 Executor

8.27.1 If the insured dies as a result of a covered accident, the beneficiary will be reimbursed for the costs of the services of the executor of the will, up to a maximum amount of € 2,000.00.

8.27.2 This provision is subject to the concurrence rule of Article 13.5.

8.28 Children and childcare in case of death of the insured

8.28.1 If the insured dies due to a covered accident, the death benefits are increased by 5% for each surviving child of the insured for a maximum of two children.

8.28.2 If the insured dies as a result of a covered accident, the spouse or partner of the insured will be reimbursed for childcare costs up to a maximum amount of € 2,750.00 for a maximum of 52 weeks for each of the insured's resident legitimate children up to the age of five.
To qualify for reimbursement, the childcare centre must be registered with the National Register of Childcare and Nurseries *(Landelijk Register Kinderopvang en Peuterspeelzalen)*. Costs are only reimbursed after it has been established that this condition has been met.

8.28.3 This provision is subject to the concurrence rule of Article 13.5.

8.29 Tuition fees for children liable to maintenance

8.29.1 If the insured dies due to a covered accident or is entitled to a payment percentage of more than 50% of the sum insured for permanent disability, tuition fees will be reimbursed for each child for whom the insured was responsible for maintenance at the time of the accident, up to a maximum amount of € 5,000.00 for each child and a maximum amount of € 15,000.00 in total for all children.

8.29.2 This provision is subject to the concurrence rule of Article 13.5.

8.30 Injury to spouse, partner and/or children

8.30.1 If, as a result of a covered accident, the insured dies or is entitled to a percentage of 100% of the sum insured for permanent disability, the insured's spouse, partner and/or child/children suffering bodily injury as a result of the same accident are also insured for the following amounts per person: € 25,000.00 in case of death and a maximum amount of € 25,000.00 in case of permanent disability.

8.30.2 The person receiving the benefits is:
- In case of death: the insured's surviving spouse, partner and/or children;
- In case of permanent disability: the insured's surviving spouse, partner and/or children.

8.30.3 The maximum amount payable under this Article is € 100,000.00.

8.31 Injury to life saver

8.31.1 If a person other than the insured or policyholder suffers bodily injury during an attempt to save the life or while saving the life of an insured, that person is co-insured for the following insured amounts per person: € 25,000.00 in case of death and a maximum amount of € 25,000.00 in case of permanent disability.

8.31.2 The condition for this cover is that the injury results in permanent disability or death within two years.

8.31.3 The benefits based on this cover are paid only to the life saver or in case of death to their legal heirs.

8.32 Retraining costs of spouse in case of death or total permanent disability of insured

8.32.1 If the insured dies due to a covered accident or is entitled to a payment percentage of 100% of the sum insured for permanent disability, the reasonable training or retraining costs of the spouse or partner will be reimbursed up to a maximum amount of € 10,000.00.

8.32.2 The conditions for such reimbursement are that the training or retraining of the spouse or partner is necessary to find paid employment and/or in case of permanent disability of the insured, to increase the quality of care that the spouse or partner can provide to the insured.
Costs are reimbursed after it has been established that these conditions have been met.

8.32.3 This provision is subject to the concurrence rule of Article 13.5.

8.33 Independent financial advice

If the insured dies due to a covered accident or is entitled to a payment percentage of 100% of the sum insured for permanent disability, the reasonable costs for financial advice related to the sudden change in the beneficiary's financial situation, prepared by a professional financial adviser, will be reimbursed to the beneficiary up to a maximum amount of € 5,000.00.
This provision is subject to the concurrence rule of Article 13.5.

8.34 Travel expenses spouse, partner and/or children of the insured

8.34.1 If a benefit is paid to the insured for the complete loss or loss of function of an arm to the shoulder joint or a leg to the hip joint, or for the total loss or loss of function of the visual system, the reasonable travel expenses (direct travel to or from the hospital only) of the insured's spouse, partner and/or children will be reimbursed to the insured's spouse, partner and/or children up to a maximum amount of €250.00 (in total) per week and up to a maximum amount of €1,500.00 (in total).

8.34.2 This provision is subject to the concurrence rule of Article 13.5.

8.35 Cost of returning mortal remains in case of death outside the Netherlands

8.35.1 If, due to a covered accident, the insured dies during a stay outside the Netherlands, the legal heir(s) will be reimbursed for the costs incurred for having the mortal remains returned to the Netherlands, up to a maximum amount of € 12,500.00.

8.35.2 To qualify for this reimbursement, the insured must be covered by health insurance in the Netherlands.

8.35.3 This provision is subject to the concurrence rule of Article 13.5.

8.36 Expenses for returning personal and business effects

8.36.1 If the insured dies abroad as a result of a covered accident or is hospitalised abroad for more than 72 hours, the necessary costs to return insured's personal and business effects that had to be brought back to the Netherlands will be reimbursed to the beneficiary up to a maximum amount of €1,500.00.

8.36.2 This provision is subject to the concurrence rule of Article 13.5.

8.37 Funeral expenses

8.37.1 If the insured dies due to a covered accident, the funeral expenses of the insured's legal heirs will be reimbursed up to a maximum amount of € 12,000.00.

8.37.2 This provision is subject to the concurrence rule of Article 13.5.

8.38 Suicide

If the insured has committed suicide, the beneficiary will be paid 10% of the sum insured, up to a maximum amount of € 10,000.00. Articles 1.3, 2 and the additional cover under Articles 8.1 to 8.6. and 8.8 to 8.37 do not apply in this case. Article 4.1.3 (serous offence) continues to apply.

9 Claimability, payment and discharge

9.1 Claimability, payment and discharge

The benefits are paid (if applicable through the intermediary) within 14 days of the authorised agents receiving the benefits receipt signed by the beneficiary and prepared by the authorised agents granting full discharge. The claim is due only from 14 days after receipt by the authorised agents of the signed benefits receipt.

9.2 (Wages and salaries) tax

If the authorised agents are required to withhold tax on benefits or compensations, they will pay it directly to the tax authorities.

10 Premium

10.1 Advance premium, statement of actual data, recalculation, adjustment

10.1.1 **Advance premium**

Where the policy refers to an 'advance premium' this means that the premium is based on changing data, such as the total amount paid or the number of people.

10.1.2 **Statement of actual data, recalculation and adjustment**

At the end of each policy year, the policyholder is obliged to report to the authorised agents the actual data for the previous policy year. The authorised agents will provide the policyholder with a statement form for this purpose in good time. Based on this statement, the authorised agents can recalculate the advance premium for the next policy year. If it turns out that the actual data in a previous policy year was higher than the data on which the advance premium was paid, the policyholder must pay an additional premium. If the actual data in a previous policy year is lower than the data on which the advance premium was paid, any excess premium, taking into account any minimum premium, will be refunded to the policyholder.

10.1.3 In either case, the authorised agents may adjust the advance premium. If the policyholder has not provided the statement mentioned in Article 10.1.2 of these General Terms and Conditions within three months of the end of the policy year despite being requested to do so by the authorised agents, the authorised agents are entitled to estimate the data and recalculate the premium accordingly up to a maximum of 125% of the advance premium.

10.2 Payment of premium

The policyholder must pay the premium, policy costs and insurance tax, if any, in advance. The amount due must be paid no later than on the premium due date. The initial premium must be paid no later than 30 days after the date on which the first premium note is dated.

10.3 Default, lapse of insurance cover

10.3.1 If the policyholder has not paid or refuses to pay the initial premium by the 30th day after the date of the first premium note, no cover will be granted. Please note that no reminder is required for this.

10.3.2 If the policyholder pays the premium in instalments and fails to pay an instalment or fails to pay an instalment on time, the total amount of the instalments not yet due will become due in full in a lump-sum.

10.3.3 If it must be inferred from a communication from policyholder that the policyholder will not pay the renewal premium or will not pay it on time, the cover will be suspended for all events that take place or have taken place after the premium due date. The authorised agents may in that case also terminate the insurance with immediate effect.

10.3.4 If the policyholder fails to pay (an instalment of) the renewal premium or fails to pay it on time, the insurance will be terminated with retroactive effect from the premium due date, or cover will be suspended with retroactive effect from the premium due date, after the policyholder has been unsuccessfully reminded after the premium due date, stating the consequences of non-payment, to pay the entire outstanding renewal premium (including the instalments not yet due) within a period of 14 days, counting from the day after the reminder.

10.3.5 If the policyholder does not pay the entire outstanding renewal premium (including the instalments not yet due) within the period of 14 days counting from the day after the reminder, the policyholder becomes liable for judicial and extrajudicial collection costs.

10.3.6 The policyholder, despite termination of the insurance or suspension of cover, remains liable to pay the unpaid premium.

10.3.7 If the insurance has not been terminated but has been suspended, the cover shall only become effective again the day after the authorised agents have received the unpaid premium in full, including statutory interest and judicial and extrajudicial collection costs. In case of instalment payments, this means that all unpaid instalments must be paid in full, including statutory interest and judicial and extrajudicial collection costs.

Please note: events occurring during the suspension period (which runs from the premium due date until the date on which the insurer has received all premiums due) are not covered by this insurance. No retroactive cover will be provided after payment of the premium due for events occurring during the suspension period.

11 Changes in risk, premium and/or conditions

11.1 Changes in risk

11.1.1 The policyholder is obliged to report any change or potential change in the risk to the authorised agents as soon as possible and in any case within 30 days of the day when the risk will change. Notification must be made in writing (by letter or email). A potential change in risk, includes the following situations:

- If the policyholder engages in a business or professional activity which involves a significantly higher risk of accident than at the time the insurance contract was entered into;
- If the policyholder's interests in affiliated companies change or the policyholder acquires interests in companies other than the affiliated companies known at the time this insurance contract was entered into.

11.1.2 If the risk increases, the authorised agents are entitled to make interim changes to the premium or conditions. In that case, the policyholder will be informed in writing of the desired adjustment. If the conditions of the insurance contract are changed to the disadvantage of the policyholder or the person entitled to benefits, the policyholder is entitled to cancel the insurance contract with effect from the day on which the change takes effect. In any case, the policyholder has the right to do so for up to one month after the insurer has notified the policyholder of the change.

Please note: an increase in risk is not automatically covered by the insurance. An increase in risk will not be covered until acceptance of the change in risk has been confirmed in writing by the authorised agents and, if necessary, the policy, premium and/or conditions have been adjusted to reflect the change.

11.1.3 If the insured fails to notify a possible change in risk, the authorised agents may choose not to continue the insurance or to continue it in a different form. However, this is only possible if the authorised agents can plausibly demonstrate that they would have done so if they had been informed of the (potential) change in risk in time. In that case, the following applies:

- All rights to compensation would come to an end if the insurance had not been continued;
- If the insurance would have continued only at a different premium and/or with different conditions, the entitlement to benefits will be assessed on the basis of the changed conditions.

Please note: any benefits will be reduced in the same proportion as that between the original premium and the new premium.

11.2 Change of premium and/or conditions

11.2.1 The authorised agents are entitled to revise the premium and/or conditions. This is possible on renewal of the policy and/or in the interim.

11.2.2 If the authorised agents change the premium and/or the conditions of the policy, the policyholder will be informed of this in time, in writing. The policyholder will be informed of a change of the policy at least one month in advance, explaining why the change is necessary according to the authorised agents, what is being changed and from which date.

11.2.3 If the policyholder agrees with the change, the policyholder need not take any further action. The insurance will then automatically continue with the new premium and/or conditions as of the change date.

11.2.4 If the policyholder does not agree with the change, the policyholder may cancel the policy. In the first policy year, the policy will then end on the date the change would take effect, provided the policyholder has cancelled the policy within one month after the change has been communicated. From the second policy year, the policyholder may cancel the policy at any time without notice.

11.2.5 If the premium and/or terms and conditions are changed when the policy is renewed, for example:

- Due to developments in the policyholder's claims history;
- If the premium income is no longer sufficient to pay claims or make the insurance product profitable;
- Due to changes in laws and regulations;
- If the authorised agents change the insurance product and/or the premium system; or
- Due to economic and/or social developments.

11.2.6 In special cases, the authorised agents may make interim changes to the premium and/or the conditions. The authorised agents will only do so in cases where the change cannot wait until the renewal date. For example, because this has serious financial consequences for the authorised agents and/or the insurer or because legislation requires the authorised agents to do so. If the authorised agents decide on an interim change, the change shall apply to all policies of the same type, to all customers or to a selected group of customers. The policyholder cannot cancel the policy in case of an interim change in the first policy year:

- The change is due to changed legislation and/or regulations;
- The authorised agents reduce the premium while the cover remains the same;
- The authorised agents extend the cover, while this does not change the premium.

12 Statutory obligations of the authorised agents

12.1 Obligations contrary to (sanctions) laws or regulations

This insurance does not provide cover if the insurer and/or the authorised agents are prohibited by national, supranational or international (sanctions) laws or regulations from providing cover or making a payment or compensation.

12.2 Reservation of cover and right of early termination due to FISH and CDD control

12.2.1 Based on laws and regulations, the authorised agents have a number of obligations in view of integrity, including conducting a Customer Due Diligence (CDD) check. Furthermore, the authorised agents have to pursue a responsible underwriting policy. In connection with these obligations, the details of the policyholder, the insured person, the beneficiary and other interested parties are checked at various moments in time. The purpose of these checks is compliance with (sanctions) laws and regulations, fraud control and risk management. In this connection, the authorised agents make use of various public sanctions lists and the database of Stichting CIS in The Hague via the application FISH (Fraud and Information System Holland) and Compliancy Check.

12.2.2 If it appears from (periodic) checks that the policyholder, insured, beneficiary or other interested party in the insurance appears in the above-mentioned databases at that time, the insurance may be terminated early, as further stipulated in Article 13.3.2 of these General Terms and Conditions.

12.2.3 Checks will also be made if cover is claimed under this insurance. If the policyholder, the insured person, the beneficiary or other interested party currently appears on the aforementioned public sanctions lists, there is no entitlement to cover. If the policyholder, insured, beneficiary or other interested party currently appears in the aforementioned database, there may be no entitlement to benefits.

13 General provisions

13.1 Order of precedence

(Special) clauses and/or provisions listed on the policy that conflict with these General Terms and Conditions always take precedence over these General Terms and Conditions.

13.2 Term of the insurance

This insurance has been entered into for the term indicated on the policy and is renewed each time for the same term and under the same conditions, unless the insurance is cancelled by either of the parties in good time before the expiry of that term. Cancellation must be given in writing (for the policyholder, this means by letter or email), taking into account a notice period of two months before the expiry of the term stated on the policy.

13.3 Early termination

13.3.1 The insurance may be cancelled with immediate effect in the interim by the authorised agents in writing if by or on behalf of the policyholder, insured or beneficiary, the obligations arising from these General Terms and Conditions and/or from the law have not been complied with, with the intent to deceive the insurer and/or the authorised agents.

13.3.2 The insurance may – in addition to specific cases already mentioned above in the General Terms and Conditions – be cancelled early by the authorised agents and by the policyholder taking into account a notice period of two months in writing (for the policyholder this means by letter or by email) in the following cases:

- The policyholder applies for suspension of payments and/or the policyholder is granted suspension of payments;
- The policyholder is declared bankrupt;
- The policyholder (if a natural person) invokes the Debt Relief (Natural Persons) Act and/or this Act is declared applicable to the policyholder;
- A FISH or CDD check reveals that the policyholder, the insured person, the beneficiary or other interested party appears in a relevant database or on a public sanctions list.

The insurance ALWAYS ends on the date specified in the cancellation letter.

13.3.3 In case of any other ground for cancellation specifically mentioned in this policy, a notice period of two months must always be taken into account, unless another term is mentioned.

13.4 Automatic termination

If the policy states: “provided the insured is resident in the Netherlands”, the cover for the insured ends automatically on the first premium due date after the day on which the insured ceases to be a resident of the Netherlands.

13.5 Concurrence clause

Whenever reference is made in these General Terms and Conditions to ‘concurrence’, reference is made to one of the following situations:

- The insured or policyholder has another insurance (such as health care insurance) that also entitles to reimbursement of the claimed costs;
- The claimed costs are reimbursed by a benefit agency or social provision.

In case of concurrence, this insurance only reimburses the costs that are not reimbursed by that other insurance or benefits agency or social security schemes or would be reimbursed if this insurance did not exist. In that case, this insurance therefore only provides supplementary cover up to the amount stated on the policy and/or in the General Terms and Conditions.

13.6 Notices/address

13.6.1 Notices from the authorised agents and/or insurer to policyholder and/or the insured person and/or beneficiary may validly be sent to the last address of the relevant addressee known to the authorised agents and/or insurer and are deemed to have reached the addressee. The correspondence of the authorised agents and/or insurer with policyholder and/or the insured person is conducted as a general rule through the policyholder's insurance intermediary.

13.6.2 All notices and/or other correspondence from the policyholder and/or the insured and/or the beneficiary to the insurer must be addressed to the authorised agents.

13.7 Right of access

If in the description of the insured a reference is made to an accounting system, the authorised agents have the right of access to this accounting system. If in the policy the insured amounts are expressed as a number times the annual salary, the authorised agents have the right to inspect the policyholder's payroll records when an accident is reported.

13.8 Maximum number at any one time

If, in case of a claim, it appears that there were more people present and/or working at the same time than the maximum number of people stated in the policy, the sums insured for each person will be reduced in proportion to the relationship between the maximum number of people stated in the policy and the actual number.
Please note: this provision does not apply to the cover for visitors referred to in Article 2.2.

Example:
Suppose the policy states that a maximum of five people may be present and that the sum insured for permanent disability is € 25,000.00 for each person.
Seven people were present at the time of the accident. The sum insured is then 5 x € 25,000.00 divided by 7, which is € 17,857.14 for each person.

13.9 Disputes

13.9.1 Klachtenregeling

Complaints relating to (the performance of) this insurance contract or the preceding application may be submitted in the first instance to:
The management of W.A. Hienfeld B.V.
PO Box 75133, 1070 AC Amsterdam.
The authorised agents request that complaint be submitted by letter or email (klacht@hienfeld.nl).
If the complaint is not resolved to the complainant's satisfaction, then, where applicable, the complaint may be submitted to:
Financial Services Complaints Tribunal (KiFiD),
PO Box 93257, 2509 AG The Hague.

13.9.2 Applicable law and court with competent jurisdiction

Dutch law applies to this insurance contract. Disputes relating to this insurance contract must be submitted to the Amsterdam court with competent jurisdiction, unless the parties agree on another way of resolving disputes, e.g. mediation or arbitration.

13.10 Privacy

13.10.1 The authorised agents process your personal data in accordance with the Personal Data Protection Act and adhere to the Code of Conduct for the Processing of Personal Data by Insurers. This code of conduct can be requested at www.verzekeraars.nl.

13.10.2 Personal data provided at the time of application and/or change of an insurance contract or at the time of a claim notification will be processed by the authorised agents for the following purposes:

- Assessing and accepting the policyholder and/or the insured. For this purpose, the authorised agents use a Customer Due Diligence (CDD) check based on the Fraud and Information System Holland (FISH) database;
- Executing agreements;
- Carrying out targeted marketing activities and targeted offers;
- Complying with legal obligations;
- Performing statistical and scientific analyses;
- Performing fraud checks and compliance with (sanctions) laws and regulations through the FISH database and the Compliancy Check;
- Providing insight (also for other insurers) into all (neutral) claims reports with the use of the CIS database (www.stichtingcis.nl).

13.10.3 To perform their work properly, the authorised agents are affiliated to the Central Information System Foundation (CIS) in The Hague. The authorised agents keep and exchange certain data about clients with CIS. This concerns data that provide an understanding of the insurance history of a customer who wants to take out insurance or reports a claim. CIS stores this information in a central database. CIS is an independent foundation that stores insurance data for insurance companies and managing agents operating in the Netherlands. Under (strict) conditions, CIS makes this data available to interested insurers, managing agents and consumers. The purpose of the central database is to manage risks and counter fraud. For more information, go to www.stichtingcis.nl, where you will also find the privacy regulations of CIS.

13.11 Terrorism

This insurance contract is always subject to the latest version of the 'Clauses Sheet Terrorism Cover by the Dutch Terrorism Risk Reinsurance Company (NHT)' if and insofar as the insurer is affiliated with the NHT. The applicable clause sheet is attached to these General Terms and Conditions. On request, the authorised agents will send the latest version of the clause sheet free of charge. It can also be viewed at www.hienfeld.nl/nht.

14 Special provisions in case the insured resides outside the Netherlands

14.1 Insured residing abroad

14.1.1 If the cover in the policy is not limited to persons residing in the Netherlands, this insurance also applies to an insured person residing abroad, as long as this apparent from the payroll or similar records with the policyholder in the Netherlands.

14.1.2 The payments referred to in this Article are made to policyholders in the Netherlands. The policyholder is responsible for any payment of (wages and salaries) tax in case of continued payment of benefits, if any.

14.1.3 For those living abroad, the authorised agents have the right to have any permanent disability assessed in the Netherlands.

14.1.4 Policyholders in the Netherlands must mediate in any claim settlement.

14.2 Insured persons employed by a foreign company

If it appears from the policy that this insurance also covers insured persons living abroad who appear in the payroll records of a co-insured foreign company/companies, the policyholder must show these (payroll) records to the authorised agents at their request.

14.3 Foreign currency

14.3.1 Premium

If this insurance applies to an insured who resides in a country where the currency is not the Euro, for the purpose of calculating the premium, the annual salary will be converted into Euro on the basis of the official exchange rate (closing rate) set by the European Central Bank on the first working day of the month preceding the month in which this insurance starts or is renewed.

14.3.2 Payment/Benefit

To calculate a benefit, the annual salary is converted into euro using the official exchange rate (closing rate) set by the European Central Bank, valid on the date of the accident. The amounts payable stated in the policy in euro will also be converted into the other currency using the official exchange rate (closing rate) set by the European Central Bank, valid on the date of the accident. If an exchange rate cannot be published on that day, the conversion will be based on the exchange rate published on the next day.

15 Definitions

In this insurance contract, the terms below only have the following meaning, unless specified otherwise in the policy.

15.1 Authorised agent

W.A. Hienfeld B.V. acting as authorised agent on behalf of – and for the risk and account of – the insurer.

15.2 Beneficiary

15.2.1 The natural person or legal entity designated on the policy or by written notice to receive the benefit.

15.2.2 If no one is named in the policy to receive the benefit, the beneficiary will be:

- In case of death: the spouse or partner, or if there is none, the legal heirs of the insured;
- In all other cases: the insured.

The Dutch State or any other government can never be a beneficiary.

15.3 Permanent disability

Permanent total or permanent partial loss or loss of function of a any body part or organ. (Where the term "permanent disability" is used in these General Terms and Conditions, it means the condition of permanent disability.)

15.4 Cover

15.4.1 24-hour cover

The 24-hour cover is valid 24 hours a day, all year round, whether practising a profession or not.

15.4.2 Limited cover

Insurance with limited cover only covers an accident that happened to the insured while performing work on the instructions of the policyholder at a location specified by the policyholder.

If the work is to be performed from a location other than the insured's home or place of residence, cover begins at the time the insured leaves his home or place of residence to go directly, using the most commonly used route, to the place where the insured has to perform the work. The cover ends as soon as the insured has reached his home or residence again directly, using the most commonly used route, after finishing work. If the preferred route is not possible due to unwanted delays (traffic jams, road closures, etc.), cover is provided for the alternative route taken as a result.

In case of an accident, the policyholder is obliged to prove that the accident occurred while performing the work for the policyholder.

15.5 DGA

A director-major shareholder (DGA) of the policyholder, but only if the DGA is a natural person.

15.6 Spouse or partner

1. The spouse or registered partner of the insured or, if there is none;
2. the person who entered into a notarised cohabitation contract with the insured or, if there is no such contract either;
3. the person who has been living with the insured at the same address for more than six months and who shares the same household (provided that they are not related to each other in the first or second degree, are not married and are not registered as partners).

15.7 Event

An event resulting in an accident or a series of accidents.

15.8 Affiliated company

The company incorporated in the Netherlands in which the policyholder has a shareholding of 50% or more at the time the insurance contract is concluded or in which the policyholder has subsequently acquired a shareholding of 50% or more.

Please note: affiliated companies are only covered by this insurance if the policy states so.

15.9 Annual salary

The wage subject to payroll tax in the calendar year preceding the year in which the accident occurred.

For an employee who did not yet have an employment contract with the policyholder on 1 January of the calendar year preceding the year in which the accident occurred, the annual salary will be calculated on a pro rata basis for the preceding calendar year.

For an employee who did not have an employment contract with the policyholder in the calendar year preceding the year in which the accident occurred, the annual salary is calculated pro rata for the current year.

15.10 Child

Unmarried legitimate child of the insured, under 27 years of age, living in the insured's home or living elsewhere in connection with a course of study.

15.11 War and kindred risks

An armed conflict, civil war, insurrection, civil commotion, riot, and mutiny, as defined in the text deposited by the Dutch Association of Insurers on July 14, 2023, with the registry of the District Court of The Hague under number 25/2023.

15.12 Accident

A sudden, involuntary, external, immediate violent impact on the body of the insured, resulting in direct and exclusively objectively medically determinable physical injury.

15.13 Death
Death as evidenced by a death certificate.

15.14 Employee
The person who has an employment contract with the policyholder and is recorded as such in the policyholder's payroll records.

15.15 Policy
A certificate signed by the underwriters showing the insurance contract with the policyholder. The policy may also contain special clauses and/or provisions.

15.16 Premium
The amount payable by policyholder under this insurance contract, distinguishing between:
- Initial premium: the (first instalment of the) premium to be paid by policyholder on entering into this insurance contract or in connection with an interim amendment to this insurance contract;
- Renewal premium: the premium that policyholder must pay on renewal of this insurance contract.

15.17 Insurer(s)
The insurance companies and/or risk carriers as named on the policy, and each insurer can only be sued for the percentage for which it participates in the insurance contract and as is evidenced by the policy.

15.18 Insured
The person to whose life or health this insurance contract relates.

15.19 Policyholder
The contracting party of the insurer.

15.20 Insurance contract
The agreement referred to in Article 7:925 of the Dutch Civil Code including the related policy and conditions.

15.21 Suicide
Suicide occurs when the insured takes their own life regardless of the mental state in which the insured was. Suicide does not include euthanasia performed by a licensed doctor.

15.22 Hospital
An institution where medical treatment is given. The institution must have diagnostic and surgical facilities, a constant presence of nursing staff and permanent supervision of doctors.
Hospital does not include nursing homes, rest homes, old people's homes, psychiatric institutions, sanatoria, rehabilitation centres or clinics for the treatment of alcohol or drug addiction.

Appendix

Clauses Sheet Terrorism Cover
Dutch Terrorism Risk Reinsurance Company (NHT)

1 Definitions

Where they appear in this clauses sheet and the provisions based thereupon, the following terms shall, unless otherwise stipulated, be understood to mean:

1.1 Terrorism:

Any violent act and/or conduct – committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act [Wet op het financieel toezicht] – in the form of an attack or a series of attacks connected together in time and intention as a result whereof injury and/or impairment of health, whether resulting in death or not, and/or loss of or damage to property arises or any economic interest is otherwise impaired, in which case it is likely that said attack or series – whether or not in any organisational context – has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

1.2 Malevolent contamination:

The spreading (whether active or not) - committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act - of germs of a disease and/or substances which as a result of their (in)direct physical, biological, radioactive or chemical effect may cause injury and/or impairment of health, whether resulting in death or not, to humans or animals and/or may cause loss of or damage to property or may otherwise impair economic interests, in which case it is likely that the spreading (whether active or not) - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

1.3 Precautionary measures:

Any precautionary measures taken by the authorities and/or insured parties and/or third parties in order to avert the imminent risk of terrorism and/or malevolent contamination or – if such has manifested itself – to minimise the consequences thereof.

1.4 Dutch Terrorism Risk Reinsurance Company (Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V. (NHT):

A reinsurance company incorporated by the Dutch Association of Insurers, to which any liability to pay compensation under any insurance contract which may arise for *insurers* authorised in the Netherlands directly or indirectly from the manifestation of the risks referred to in Articles 1.1, 1.2, and 1.3, may be ceded.

1.5 Insurance contracts:

a) Non-life insurance contracts insofar as they pertain to risks situated in the Netherlands in accordance with the provisions of Article 1 (1) under "State where the risk is situated" of the Financial Supervision Act.
b) Life insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.
c) Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.

1.6 Insurers authorised in the Netherlands:

Life, funeral in kind and non-life *insurers* who are authorised by the Financial Supervision Act to carry on the insurance business in the Netherlands..

2 Limitation of the cover for the terrorism risk

2.1 If and insofar as, subject to the descriptions contained in Articles 1.1, 1.2 and 1.3, and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which is (directly or indirectly) related to:
- terrorism, malevolent contamination or precautionary measures,
- acts or conduct in preparation for terrorism, malevolent contamination or precautionary measures,

hereinafter to be collectively referred to as "the terrorism risk", the liability to pay compensation on the part of the *insurers* in respect of any submitted claim to indemnity and/or benefit, shall be limited to the amount of the payment which the *insurer* receives in respect of said claim under the reinsurance of the terrorism risk with the NHT, in the event of an insurance with wealth creation increased by the amount of the wealth creation which had been realised under the insurance in question. With regard to life insurances the amount of the realised wealth creation shall be set at the premium reserve to be adhered to pursuant to the Financial Supervision Act with respect to the insurance in question.

2.2 The NHT shall provide reinsurance cover for the aforementioned claims up to a limit of liability of Euro 1 billion in respect of any one calendar year. The aforementioned sum shall be eligible for annual adjustment and shall apply to all *insurers* associated with the NHT combined. Any adjustment shall be announced in 3 national newspapers.

2.3 Contrary to the provisions contained in the aforementioned paragraphs of this article, the limit of indemnity under this contract with respect to any insurance pertaining to:
- loss or damage to immovable property and/or the contents thereof;
- consequential loss due to loss of or damage to immovable property and/or the contents thereof, shall not exceed Euro 75 million in respect of any one policyholder and any one insured location per annum for all participating *insurers* as referred to in article 1 together, irrespective of the number of policies issued. For the application of this paragraph insured location shall be understood to mean: all objects insured by the policyholder existing at the address of premises to which the insurance applies, as well as all objects insured by the policyholder located outside the address of premises to which the insurance applies whose use and/or purpose is in relation to the business activities at the address of premises to which the insurance applies. As such shall in any case be considered all objects insured by the policyholder which are located at a distance of less than 50 metres from each other and of which at least one is situated at the address op premises to which the insurance applies.

For the application of this paragraph it shall be provided that, with regard to legal entities, companies and partnerships which are joined in a group, as referred to in Section 2 (24) (b) of the Netherlands Civil Code, all group companies together shall be regarded as one policyholder, irrespective of which group company/companies belonging to the group has/have taken out the policy/policies.

3 Payment protocol NHT

3.1 The reinsurance of the insurer with the NHT shall be subject to the Claims Settlement Protocol (hereinafter to be referred to as the Protocol). On the basis of the provisions laid down in said protocol, the NHT shall be entitled to defer any payment of indemnity or the sum insured until such time as the NHT is able to determine whether and to which extent it has at its disposal sufficient financial resources in order to settle in full all claims for which the NHT provides cover in its capacity as reinsurer. Insofar as the NHT is found not to have sufficient financial resources at its disposal, it shall be entitled in accordance with the provisions in question to pay a partial compensation to the insurer.

3.2 The NHT shall, with due regard for what has been stated in provision 7 of the Protocol, be authorised to decide whether an event in connection with which a claim to compensation is made should be considered as a consequence of the manifestation of the terrorism risk. Any decision taken to that effect and in accordance with the said provision by the NHT shall be binding upon the insurer, policyholder, insured parties, and the parties entitled to compensation.

3.3 Not until the NHT has notified the insurer of the amount, whether as an advance or not, which will be paid in respect of any one claim to compensation, shall the insured or the party entitled to the payment be entitled to lay claim to the payment as referred to in Article 3.1 in this respect towards the insurer.

3.4 The reinsurance cover by the NHT shall pursuant to provision 16 of the Claims Settlement Protocol only apply to claims for indemnity and/or benefit which are reported within 2 years after the NHT has established that a certain event of circumstance is regarded as a manifestation of the terrorism risk within the scope of the Clauses Sheet.

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