



# **General Terms and Conditions**

## **Business Travel Insurance (BTI 2023)**

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# General Terms and Conditions

## Business Travel Insurance

### SUMMARY

#### Cover

This insurance provides cover for the sections chosen by the *policyholder* during *travel* covered by this insurance

Article 1

#### Premium

Payment of the *premium* and consequences of non-payment or late payment

Article 5

#### Complaints

Procedure in case of complaints and disputes

Article 8.8

#### Other

When we are not allowed to pay

Article 7

When are you not entitled to benefit or cover

Article 2, 5.4, 12, 26, 29, 34, 36, 39.2, 40.4 and 44

Payment of the benefit

Article 4 and 17

Notifying changes

Article 6

Special provisions in respect of the *insured* residing *abroad*

Article 9

General provisions

Article 8

#### Sections to be insured

*Accidents*

Article 10 to 17

Extraordinary costs

Article 18 to 23

Medical expenses

Article 24 to 26

*Luggage* and damage to accommodations

Article 27 to 30

Cancellation and interruption of travel

Article 31 - 32

Personal liability

Article 33 - 34

Legal expenses

Article 35 to 37

Political evacuation and crisis protection, kidnapping, hijacking, hostage-taking

Article 38 to 42

*Act of war*

Article 43 - 44

#### Definitions

Article 45

This summary lists some, but not all, of the topics covered in the General Terms and Conditions. In a specific case, provisions of the General Terms and Conditions may be relevant that are not listed in this summary.

### Free and non-committal translation

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

## TABLE OF CONTENTS

1	Definition of the cover - general provisions
2	General exclusions and sanctions
3	General obligations
4	Final decision, payability and payment
5	<i>Premium</i>
6	Changes in risk, <i>premium</i> and/or terms and conditions
7	Obligations of the <i>underwriters</i> pursuant to (sanctions) laws and regulations
8	General provisions
9	Special provisions in respect of the <i>insured</i> residing <i>abroad</i>

## SECTION ACCIDENTS

10	Definition of the cover - specific provisions
11	Extensions of the definition of <i>accident</i>
12	Specific exclusions section <i>accidents</i>
13	General obligations following an <i>accident</i> or in the event of missing or disappearance of the <i>insured</i>
14	Rights and obligations in the event of <i>death</i>
15	Rights and obligations in the event of (possible) <i>permanent disablement</i>
16	Additional cover
17	Payability, payment and discharge

## SECTION EXTRAORDINARY COSTS

18	Definition of the cover - specific provisions
19	Rights and obligations in the event of additional travel and accommodation expenses
20	Rights in the event of assistance from the <i>emergency centre</i>
21	Rights in the event of unforeseen expenses
22	Rights in the event of search and rescue, repatriation and return costs of mortal remains
23	Rights and obligations in the event of replacement transport

## SECTION MEDICAL EXPENSES

24	Definition of the cover - specific provisions
25	Rights and obligations in the event of medical expenses
26	Specific exclusions section medical expenses

## SECTION LUGGAGE AND DAMAGE TO ACCOMMODATIONS

27	Definition of the cover - specific provisions
28	Rights and obligations in the event of loss, theft, damage or missing <i>luggage</i>
29	Specific exclusions section <i>luggage</i> and damage to accommodations
30	Rights in the event of damage to rented accommodations

## SECTION CANCELLATION AND INTERRUPTION OF TRAVEL

31	Definition of the cover - specific provisions
32	Obligations in the event of cancellation, <i>unused travel days</i> or early return

## SECTION PERSONAL LIABILITY

33	Definition of the cover - specific provisions
34	Specific exclusions section personal liability

## SECTION LEGAL EXPENSES

35	Definition of the cover - specific provisions
36	Specific exclusions section legal expenses
37	Specific definitions section legal expenses

## SECTION POLITICAL EVACUATION AND CRISIS PROTECTION, KIDNAPPING, HIJACKING, HOSTAGE-TAKING

38	Definition of the cover - specific provisions
39	Kidnapping, hijacking and hostage-taking
40	Political evacuation and crisis protection
41	Notification of damage
42	Specific definitions section kidnapping, hijacking, hostage-taking, political evacuation and crisis protection

## SECTION ACTS OF WAR

43	Definition of the cover - specific provisions
44	Specific exclusions section <i>act of war</i>

## 45 Definitions

## Annex Clauses Sheet Terrorism Cover

Terms that are in italics in these General Terms And Conditions are defined in Article 45 (definitions).

## 1 Definition of the cover - general provisions

### 1.1 Where, for whom and for what type of travel is cover provided?

1.1.1 This insurance provides cover for the territorial limits stated in the *policy*.

1.1.2 This insurance provides cover for:

- a *business trip* undertaken by the *insured abroad*;
- a *business trip* undertaken by the *insured* within the country in which the *insured* is resident, if this expressly appears from the *policy*.

**Please note:** there must be an overnight (hotel) stay, ticket for a scheduled flight or high-speed train booked prior to the *business trip*.

1.1.3 This insurance also provides cover for *holiday travel* immediately preceding or immediately following a covered *business trip abroad*, where the destination of the *holiday travel* is the same as that of the *business trip*. The *holiday travel* may not exceed the number of days of the *business trip* and never exceed 14 days.

This cover is subject to the condition that the planned duration of the *business trip* does not exceed the maximum number of consecutive days as stated in Article 45.27 of these General Terms and Conditions.

1.1.4 This insurance also provides cover for "working from home" from the holiday accommodation. This cover shall only apply to the *principal insured*.

This cover is subject to the condition that working from home from the holiday accommodation does not exceed 28 consecutive days. For the purposes of this article, "working from home" shall mean performing paid work for the *policyholder* from the holiday accommodation, with the express prior consent of the *policyholder*. It must involve work that the *principal insured* normally performs for the *policyholder* at the office or from his own home.

**Please note:** these "working from home days" must be included in the annual statement of *travel days* in connection with the adjustment and/or determination of the *premium* for the new policy year as submitted to the *underwriters* by the *policyholder*.

### 1.2 Which section applies?

The *policy* shows the section(s) that are covered.

### 1.3 When does the cover commence?

The cover commences when the *insured* leaves their usual place of work or home address to start *travel*, and ends the moment the *insured* has arrived at the usual place of work or their home following *travel*, but in any case on the end date stated in the *policy* if earlier. If the section "luggage and damage to accommodations" has been included in the insurance policy with regard to items sent in advance or later, cover shall also apply during the transport of those items.

**Please note:** cover is provided for the maximum number of days stated in Article 45.27, but if the *insured* has not returned within this maximum number of days, or before the end date stated in the *policy*, due to an unforeseen delay beyond their control, the insurance shall remain in force free of charge and automatically up to and including the first possible time of return. This cover is provided subject to the condition that the originally scheduled travel time did not exceed the maximum number of consecutive days as set out in Article 45.27.

### 1.4 What is paid and when?

1.4.1 If the *insured* sustains damage as a result of a covered event, a maximum amount equal to the sum insured as stated in the *policy* will be paid out per section. What the *insured* and/or the *beneficiary* is entitled to follows from the relevant sections.

1.4.2 Total payment under this insurance shall never exceed the maximum sum specified in the *policy* per event and for all *insured parties* combined.

### 1.5 What does resident mean?

If the *policy*, the terms and conditions or the clauses state "provided resident in" or "resides in", this shall mean the following: a person is resident in the country referred to when:

- the person is registered as a resident in the Dutch Key Register of Persons (BRP), or;
- the person is registered as a resident in a registration similar to the BRP that applies to the country stated in the *policy*.

## 2 General exclusions and sanctions

### 2.1 Exclusions

#### 2.1.1 Atomic nuclear reactions

No right to a benefit exists for damage or an *accident* caused by an atomic nuclear reaction. A nuclear reaction is understood to mean any nuclear reaction during which energy is released, such as nuclear fusion, nuclear fission, artificial and natural radioactivity, radioactive radiation.

#### 2.1.2 Presence at hijacking, hostage-taking or terrorist act

No right to a benefit exists if there is an event related to or caused by knowingly and wilfully being present at hijacking, hostage-taking or terrorist acts.

#### 2.1.3 Seizure

No right to a benefit exists if there is an event related to or arising from confiscation or forfeiture.

#### 2.1.4 Foreseeable damage

No right to a benefit exists if there is damage resulting from circumstances that were foreseeable upon commencement of *travel*.

### 2.2 Loss of right to payment

2.2.1 Any right to a payment shall lapse if the *policyholder* and/or the *insured* and/or the *beneficiary* fails to meet any obligation to report, disclose, inform or cooperate as defined in these General Terms and Conditions or in the law, insofar as the reasonable interest of the *insurer* has been prejudiced as a result.

2.2.2 Any right to a payment shall lapse if the *policyholder* and/or the *insured* and/or *beneficiary* fails to meet any obligation to report, disclose, inform or cooperate as defined in these General Terms and Conditions or in the law, with the intent to mislead the *insurer*, unless such deception does not justify the lapsing of the right.

**Please note:** where when These General Terms and Conditions refer to a "covered *accident*", this shall mean that there must be a right to payment under this insurance for the *accident* in question and therefore, for example, a general exclusion as set out in Article 2 or a specific exclusion of Article 12 does not apply.

### Example:

Suppose the *insured* is involved in an *accident* while bungee jumping. In connection with this, the *insured* incurs medical expenses. Bungee jumping is excluded under Article 12.4. Article 25.2 (payment for medical and/or dental expenses) refers to a "covered accident". As the *accident* is not covered, the medical expenses incurred by the *insured* are not covered either.

**Please note:** in addition to these general exclusions, specific exclusions apply per insured section.

## 3 General obligations

### 3.1 Proper care

The *policyholder* and/or *insured* and/or the *beneficiary* and/or any person with an interest in the insurance shall have the obligation to do everything that may be reasonably expected of him/her to prevent, reduce or limit damage.

### 3.2 General obligations in the event of damage

If there is a potentially covered event, the *policyholder* and/or *insured* and/or *beneficiary* and/or any party interested in the insurance shall have a number of general obligations. This article sets out these general obligations.

The *policyholder* and/or *insured* and/or *beneficiary* and/or any party interested in the insurance shall have the following general obligations:

- to report the event to the *underwriters* as soon as possible by email, letter or telephone;
- to provide the *underwriters* with all details regarding the event and to truthfully answer all questions they are asked;
- to cooperate with the experts appointed by the *underwriters* (including loss adjusters, investigators and medical advisors) in the event of any necessary investigation into and/or medical examination of, for example, the cause of the *accident* or the damage or to determine the extent of the damage sustained;
- to provide evidence of travel by submitting, for example, a booking confirmation or invoice from a hotel, aircraft/boat/train/bus tickets and the like;
- to provide evidence of the event;
- demonstrate the expenses for which the *policyholder*, *insured* and/or *beneficiary*, claims reimbursement by submitting original, itemised invoices.

Furthermore, the *policyholder* shall have the following general obligations:

- to ensure to the best of his abilities, that the *insured* fulfils all his obligations set out in this article and in the special conditions per section;
- if requested, to provide the *underwriters* with information demonstrating that the person for/by whom payment is required was insured at the time of the event, and to give the *underwriters* the opportunity to verify such data.

**Please note:** in addition to these general obligations, specific obligations apply per insured section.

## 4 Final decision, payability and payment

### 4.1 Time of final decision

The *underwriters* must make a final decision within 14 days of receipt of all information necessary for a proper assessment of the right to a benefit.

### 4.2 Payability and payment

Payment of the benefit shall occur (if applicable by means of an intermediary) within 14 days after the *underwriters* have made the final decision. The claim shall be payable from 14 days after the date of the final decision.

**Please note:** a different arrangement applies to the *accident* section; see Article 17.1.

## 5 Premium

### 5.1 Premium base

The *policy* shows the basis on which the *premium* is determined, e.g. based on the number of *travel days*.

### 5.2 Statement of actual data, recalculation and adjustment

The *policyholder* is obliged to provide the *underwriters* with a statement showing the actual data no later than 3 months after the end of each policy year.

The *underwriters* shall timely provide the *policyholder* with a statement form to be used for this purpose.

On the basis of this statement, the *premium* for the year following the year for which a new statement was submitted is determined. If it becomes evident that the actual data for the past policy year are higher than those on which the advance *premium* was paid, the *policyholder* must pay additional *premium*.

If it becomes evident that the actual data for the past policy year are lower than those on which the *premium* was paid, the *premium* paid in excess shall be refunded to the *policyholder*, taking into account any minimum *premium* stated in the *policy*.

If the *policyholder* has not submitted the statement as referred to above within 3 months of the end of the policy year, despite a request to do so by the *underwriters*, the *underwriters* shall be entitled to estimate the data and recalculate the *premium* accordingly, with a maximum of 125% of the *premium* stated in the *policy*.

**Please note:** the actual data of the *principal insured* and *co-insured parties* must be provided, as well as the number of "holiday travel and working from home days", as set out in Articles 1.1.3 and 1.1.4.

**Please note:** if it becomes evident in the interim that the actual data deviate by more than 25% from the number of *travel days* stated in the *policy*, the *policyholder* shall be obliged to inform the *underwriters* thereof. In that case, the *premium* will be adjusted on an interim basis.

### 5.3 **Payment of premium**

The *policyholder* is obliged to pay the *premium*, the policy costs and any insurance *premium* tax 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 within 30 days counted from the date of the first premium invoice.

### 5.4 **Non-payment, lapse of insurance cover**

5.4.1 If the *policyholder* does not pay or refuses to pay the *initial premium* at the latest on the 30th day after the date of the first *premium* invoice, no cover shall be provided.

**Please note:** this shall not require a reminder. If the *policyholder* may pay the *premium* in instalments and fails to pay or fails to pay an instalment on time, the total amount of the overdue instalments shall become immediately due and payable in full.

5.4.2 If it should be deduced from a notification from the *policyholder* that he will fail to pay in full or on time the *subsequent premium*, the cover shall be suspended with regard to all events that take place or have taken place after the premium due date. In that case, the *underwriters* may also terminate the insurance with immediate effect.

5.4.3 If the *policyholder* fails to pay in full or on time the *subsequent premium* or an instalment thereof, the insurance shall be cancelled with retrospective effect from the premium due date or the cover shall be suspended if the *policyholder* has ineffectively received a reminder after the premium due date for payment of the total outstanding *subsequent premium* (including the instalments not yet expired) within a period of 14 days, stating the consequences of non-payment, starting on the day after the reminder.

5.4.4 If the *policyholder* fails to pay the outstanding *subsequent premium* (including the instalments not yet expired) within the period of 14 days, beginning on the day after the reminder, the *policyholder* shall be due (extrajudicial) collection costs.

5.4.5 The *policyholder* will still be bound to pay the outstanding *premium*, despite cancellation of the insurance or suspension of the cover.

5.4.6 If the insurance has been suspended, but not cancelled, the cover shall again come into force on the day following the day the *underwriters* have received the *premium* in full, including statutory interest and (extrajudicial) collection costs. In case of payment by instalments, this shall mean that all unpaid instalments must have been paid in full, including statutory interest and (extrajudicial) collection costs.

## 6 **Changes in risk, premium and/or terms and conditions**

### 6.1 **Alteration of risk**

6.1.1 The *policyholder* and/or the *insured* is/are obliged to immediately notify the *underwriters* of any potential alteration of risk and in any case within 30 days after the day on which the risk changes. The notification must be made in writing (i.e. by letter or email). A possible change of risk exists if one or more conditions change in comparison with the data provided upon conclusion of the insurance. In any case, a possible change of risk exists if the *policyholder* is going to develop business or professional activities or, for instance, if the *principal insured* starts working with machinery.

6.1.2 In the event of an increase in risk, both the *underwriters* and the *policyholder* shall have the right to cancel this insurance, with due observance of a notice period of 2 months.

6.1.3 In the event of an increase in risk, the *underwriters* shall have the right to make interim changes to the *premium* or the terms and conditions. In that case, the *policyholder* shall be informed in writing about the preferred amendment. If the terms and conditions of the insurance contract are changed to the detriment of the *policyholder* or the person entitled to the benefit, the *policyholder* shall have the right to unilaterally terminate the insurance contract from the date the change takes effect. The *policyholder* shall have this right at least up to one month after the *policyholder* has been notified of the change.

6.1.4 **Please note:** A risk increase does not automatically fall under the insurance cover. A risk increase shall only be covered once the *underwriters* have accepted the altered risk in writing and, if necessary, the *policy*, the *premium* and/or the insurance terms and conditions have been changed in accordance with the said amendment.

### 6.2 **Change of premium and/or terms and conditions**

6.2.1 The *underwriters* shall be entitled to revise the *premium* and/or the terms and conditions. This may occur upon renewal of the *policy* and/or in the interim.

6.2.2 If the *underwriters* change the *premium* and/or the conditions of the *policy*, the *policyholder* shall be informed thereof in good time in writing.

In the event of a change per renewal date of the *policy*, the *policyholder* shall be informed at least one (1) month in advance, explaining why the change is necessary in the opinion of the *underwriters*, what is being changed and as of which date.

6.2.3 If the *policyholder* agrees to the change, the *policyholder* shall not be required to take any action. In that case, the *policy* shall continue automatically with the changed *premium* and/or conditions from the date the change takes effect.

6.2.4 If the *policyholder* does not agree with the change, the *policyholder* may cancel the *policy*. In the first policy year, the *policy* shall then end on the date on which the change would take effect, provided that the *policyholder* cancelled the *policy* within one month after the change was communicated. From the 2nd policy year, the *policyholder* may cancel the *policy* daily.

6.2.5 If the *premium* and/or 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 the claims or make the insurance product profitable;
- due to amendments in laws and regulations;
- if the *underwriters* adjust the insurance product and/or the premium system;
- due to economic and/or social developments.

6.2.6 In special cases, the *underwriters* may adjust the *premium* and/or the conditions in the interim. The *underwriters* will only do so in cases where the change cannot be deferred until the renewal date. For example because of serious financial consequences for the *underwriters* and/or the *insurer* or because legislation obliges them to do so. If the *underwriters* decide on an interim change, the change shall apply to all insurances of the same type, to all customers or to a selected group of customers. The *policyholder* may cancel the *policy* in the event of an interim change, with due observance of a notice period of 2 months. The *policyholder* may not cancel the *policy* in the event of an interim change in the first policy year if:

- the change is the result of amended legislation and/or regulations;
- the *underwriters* lower the *premium* while the cover remains the same;
- the *underwriters* extend the cover, while the *premium* does not change as a result.

## 7 Obligations of the *underwriters* pursuant to (sanctions) laws and regulations

### 7.1 Contrary to sanction laws and regulations

If the *insurer* and/or the *underwriters* are prohibited from providing cover or making payments or paying benefits on the basis of national, supranational or international sanction laws or regulations, this insurance shall not provide cover.

### 7.2 Reservation of cover and right to premature termination in connection with FISH and CDD checks

7.2.1 Based on laws and regulations, the *underwriters* have a number of obligations in respect of integrity, including carrying out a CDD investigation (CDD stands for Customer Due Diligence, or "know your customer"). Furthermore, the *underwriters* must conduct sound underwriting policy. In connection with these obligations, the data of the *policyholder*, the *insured*, the *beneficiary* and other interested parties are checked at different times. The purpose of these checks is compliance with (sanctions) laws and regulations, fraud prevention and risk management. Within this context, the *underwriters* use various public sanctions lists and the database of the CIS Foundation in The Hague through the FISH (Fraud Information System Holland) application and Compliancy Check.

7.2.2 If (periodic) checks show that the *policyholder*, *insured*, *beneficiary* or other interested parties are included in the aforementioned databases at that time, the insurance may be terminated prematurely, as further set out in Article 8.3.2 of these General Terms and Conditions.

7.2.3 The checks shall also be carried out when a claim is made under this insurance. If the *policyholder*, *insured*, *beneficiary* or other interested parties at that time are included in the aforementioned public sanction lists, there shall be no right to cover. If the *policyholder*, *insured*, *beneficiary* or other interested parties at that time are included in the aforementioned database, there may be no right to a benefit.

## 8 General provisions

### 8.1 Ranking

Any (special) clauses and/or provisions included in the *policy* that conflict with these General Terms and Conditions shall always take precedence over these General Terms and Conditions.

### 8.2 Insurance period

This insurance has been entered into for the period specified in the *policy* and is renewed each time for the same period and under the same conditions, unless the insurance has been cancelled in a timely manner by one of the parties before expiry of the said period. Notice must be in writing (for the *policyholder* this means by letter or email), with due observance of a notice period of one (1) month before expiry of the period stated in the *policy*.

### 8.3 Premature termination

8.3.1 The insurance may be terminated prematurely in writing by the *underwriters* with immediate effect, if the obligations under these General Terms and Conditions and/or obligations under the law have not been fulfilled by or on behalf of the *policyholder*, the *insured*, the party interested in the insurance or the *beneficiary* with the intent to mislead the *insurer* and/or *underwriters*.

8.3.2 The insurance may - in addition to the specific cases listed in the General Terms and Conditions - be terminated prematurely in writing by the *underwriters* and by the *policyholder*, with due observance of a notice period of 2 months (for the *policyholder* this means by letter or email) in the following cases:

- the *policyholder* applies for a moratorium and/or the *policyholder* is granted a moratorium;
- the *policyholder* is declared bankrupt;
- the *policyholder* (if a natural person) relies on the Debt Rescheduling Natural Persons Act and/or this Act is declared applicable to the *policyholder*;
- a FISH or CDD check shows that the *policyholder*, *insured*, *beneficiary* or other party interested in the insurance is included in a relevant database or on a public sanction list.

8.3.3 The cover of *war risk* as set out in Article 43 of these General Terms and Conditions may be prematurely terminated in writing by the *underwriters* and by the *policyholder* (for the *policyholder* this means by letter or email) should such a risk materialise, or if the risk threatens to arise, with due observance of a period of 14 days. During this period, consultations may be held on possible preservation of this cover.

8.3.4 In case of any other specific grounds for cancellation referred to in the *policy*, a notice period of 2 months must be observed, unless a different period is specified.

### 8.4 Insurance cover termination

If the *insured* ceases to reside in a country covered by the *policy*, the cover for the *insured* shall automatically end on the day after the day on which he/she no longer resides in the covered country.

### 8.5 Concurrence scheme

Where these General Terms and Conditions refer to "concurrence", it shall refer to one (1) of the following situations:

- the *insured* or the *policyholder* has another insurance (such as health insurance) that also gives right to reimbursement of the claimed costs;
- the claimed costs are reimbursed by a benefits or social security;

In the event of concurrence, this insurance shall only reimburse the costs that are not reimbursed by said other insurance or other benefits or social insurance agency or would be reimbursed if this insurance did not exist. In that case, this insurance shall only provide additional cover, therefore, with a maximum of the amount specified in the *policy* and/or in the General Terms and Conditions.

### 8.6 Notifications/address

8.6.1 Notifications by the *underwriters* and/or the *insurer* to the *policyholder* and/or the *insured* and/or *beneficiary* may be forwarded in a legally valid way to the address of the relevant addressee last known to the *underwriters* and/or the *insurer*. Correspondence from the *underwriters* and/or the *insurer* to the *policyholder* and/or the *insured* shall in principle take place via the insurance agent of the *policyholder*.

8.6.2 All notifications and/or other correspondence from the *policyholder* and/or the *insured* and/or *beneficiary* to the *insurer* must be addressed to the *underwriters*.

### 8.7 Right to inspect

If the description of the *insured* in the *policy* refers to an administration, the *underwriters* shall be entitled to inspect this administration.

## 8.8 Disputes

Complaints procedure

Complaints relating to (the implementation of) this insurance contract or from any requests preceding them may in the first instance be submitted to:

- The Board of Directors of W.A. Hienfeld B.V.,  
P.O. Box 75133, 1070 AC Amsterdam.

The *underwriters* prefer that a complaint is submitted by letter or email ([klacht@hienfeld.nl](mailto:klacht@hienfeld.nl)).

If the complaint cannot be resolved to the satisfaction of the submitter, the complaint may be submitted to:

- Financial Services Complaints Board (KiFiD),  
P.O. Box 93257, 2509 AG The Hague, The Netherlands.

## 8.9 Applicable law and competent court

This insurance contract is governed by Dutch law. Disputes in connection with this insurance contract shall be submitted to the competent court in Amsterdam, unless the parties agree on a different method of conflict resolution, such as mediation or arbitration.

## 8.10 Privacy

8.10.1 The *underwriters* process your personal data in accordance with the General Data Protection Regulation and comply with the Code of Conduct for the Processing of Personal Data for *Insurers*. This code of conduct can be requested via [www.verzekeraars.nl](http://www.verzekeraars.nl).

8.10.2 Any personal data provided upon application for and/or amendment of an insurance contract or when submitting a claim is processed by the *underwriters* for the purpose of:

- assessing and accepting the *policyholder* and/or the *insured*. For this purpose, the *underwriters* make use of a CDD investigation (CDD stands for Customer Due Diligence, or "know your customer") based on the FISH (Fraud Information System Holland) database;
- the implementation of agreements;
- conducting targeted marketing activities and targeted offers;
- compliance with statutory requirements;
- conducting statistical and scientific analyses;
- conducting fraud checks and compliance with (sanctions) laws and regulations by means of the FISH database and the Compliancy Check;
- creating transparency (partly for other *insurers*) regarding all (neutral) claims by means of the CIS database ([www.stichtingcis.nl](http://www.stichtingcis.nl)).

8.10.3 To properly perform their work, the *underwriters* are affiliated with the Central Information System Foundation (CIS) in The Hague. The *underwriters* store and exchange certain data about customers with the CIS Foundation. This data provides insight into the insurance history of a customer who intends to take out an insurance policy or reports a loss. The CIS Foundation stores this information in a central database. The CIS Foundation is an independent foundation that stores insurance data for insurance companies and authorised agents operating in the Netherlands. Under (strict) conditions, the CIS Foundation makes this data available to interested *insurers*, authorised agents and consumers. The purpose of the central database is to manage risks and prevent fraud. For more information visit [www.stichtingcis.nl](http://www.stichtingcis.nl). Here you can also view the privacy policy of the CIS Foundation.

## 8.11 Terrorism

The latest version of the Terrorism Cover Clauses Sheet by the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V. (NHT) (Dutch Terrorism Risk Reinsurance Company) applies to this insurance contract, if and insofar as the *insurer* is affiliated with the NHT. The applicable clauses sheet has been annexed to these General Terms and Conditions. Upon request, the *underwriters* will send you the latest version of the clauses sheet free of charge. The text can also be viewed on [www.hienfeld.nl/nht](http://www.hienfeld.nl/nht).

# 9 Special provisions in respect of the *insured* residing abroad

## 9.1 The *insured* abroad

9.1.1 If the cover in the *policy* is not limited to persons residing in the Netherlands, this insurance shall also apply to the *insured* residing abroad.

9.1.2 Irrespective of the *insured's* place of residence, benefits under this insurance shall be paid to the *policyholder* in the Netherlands. In case of continued payment of benefits, the *policyholder* shall be solely responsible for (any) payment of tax/income tax.

9.1.3 With respect to the persons living abroad, the *underwriters* shall have the right to have any *permanent disablement* established in the Netherlands.

9.1.4 The *policyholder* in the Netherlands must mediate in the event of a claim settlement.

# SECTIONS

## SECTION ACCIDENTS

## 10 Definition of the cover - specific provisions

### 10.1 Which cover applies?

The *policy* states whether cover is provided for **death** and/or *permanent disablement* as a result of a covered *accident*.

### 10.2 What is paid and when?

10.2.1 If the *insured* has died as a result of a covered *accident*, the sum insured for *death* stated in the *policy* shall be paid to the *beneficiary*.

- 10.2.2 If the *insured* suffers (a degree of) *permanent disablement* as a result of a covered *accident*, an amount not exceeding the sum insured for *permanent disablement* specified in the *policy* shall be paid. The extent of the payment partly depends on the degree of permanent loss or loss of function of the affected body part or organ; see also Article 15 of these General Terms and Conditions.
- 10.2.3 The total benefit under this insurance shall never exceed the maximum sum specified in the *policy*.

## 11 Extensions of the definition of *accident*

In addition to the concept of *accident* as set out in Article 45.23, the following shall also be regarded as an *accident*:

### 11.1 Acute poisoning by medicines

Acute poisoning by medicines obtained on a physician's prescription, provided that the *insured* followed the dose prescribed by the physician.

### 11.2 Infection after involuntary fall

Infection from germs or an allergic reaction as a direct result of an involuntary fall into water or into any other substance as a direct result of (an attempt to) rescue a human being, an animal or goods from the water or another substance.

### 11.3 Infections

Infection resulting from cowpox, anthrax, foot-and-mouth disease, *sarcoptes scabiae* and Bang's disease.

### 11.4 Swallowing substances

The acute and involuntary swallowing or inhaling of harmful substances, gases or vapours. Harmful substances, gases or vapours do not include viruses or bacterial germs.

### 11.5 Complications

Complications or aggravation of the *accident* injury directly and exclusively resulting from necessary medical treatment of a covered *accident* the *insured* was previously involved in.

### 11.6 Accident resulting from rescue or self-defence

*Accidents*:

- occurring during lawful self-defence, rescue (or attempt thereof) of persons, animals or goods;
- occurring during activities of emergency services or activities as a member of the voluntary (company) fire brigade, company emergency response team or reserve police.

### 11.7 Accident due to illness

*Accidents* due to illness, ailment or infirmity of the *insured*.

### 11.8 Incorrect medical treatment following a covered accident

Any incorrect medical treatment directly related to a covered *accident* the *insured* was previously involved in.

### 11.9 Accident due to hijacking or hostage-taking

An *accident* occurring to the *insured* during a hijacking or hostage-taking, provided that the cover of this risk remains in force for a maximum of 365 days from the time the hijacking or hostage-taking took place and the hijacking or hostage-taking is not related to an *act of war*.

### 11.10 Exhaustion and suchlike

Exhaustion, starvation, dehydration, sunburn and any other physical injury directly resulting from deprivation or any disaster.

### 11.11 Asphyxiation and suchlike

Asphyxiation, drowning, frostbite, sunstroke, heat stroke or being overcome by heat, sprain, dislocation, strained and/or torn muscles or tendons.

### 11.12 Wound infection or septicaemia

Infection of a wound or septicaemia as a direct result of a covered *accident*.

## 12 Specific exclusions section accidents

### 12.1 Allergic reactions

Allergic reactions, insofar as they are not the result of a covered *accident* do not fall under this insurance.

### 12.2 Operating a motorcycle without a valid driving licence or helmet

No right to a benefit exists for *accidents* that happen to the *insured* while operating a motorcycle or being a passenger on a motorcycle, moped or scooter, if at the time of the *accident* the *insured* was not wearing a crash helmet (which complied with the statutory regulations) in the correct manner as required under Dutch law or the driver was not in possession of a valid driving licence or certificate.

### 12.3 Consumption of alcohol and similar substances

No right to a benefit exists in the case of an *accident* in which the *insured* at the time of the *accident* was under the influence of alcohol, or other intoxicants, stimulants or similar substances, which shall at least include soft and hard drugs.

The *underwriters* shall assume that a connection exists between the consumption of alcohol and the occurrence of the *accident* in the event of:

- a traffic *accident*: the blood and/or breath alcohol level of the *insured* at the time of the *accident* was higher than the legally permitted amount in the country in which the *insured* was residing at that time or, if there is no limit in the country concerned, the legally permitted amount in the Netherlands; or
- in case of an *accident* outside traffic: the *insured* was intoxicated. The *underwriters* shall consider intoxication to exist in the case that the *insured's* blood and/or breath alcohol level at the time of the *accident* was higher than 1.5 promille or 660 µg/l.

**Please note:** no right to a benefit exists if the *insured* refuses or has refused to cooperate with a breathalyser and/or blood test.

## 12.4 (Dangerous) sports

No right to a benefit exists with respect to an *accident* that happened to the *insured* during participation in:

- bungee-jumping, paragliding, parachute jumping and all related sports;
- high mountain and glacier treks requiring the use of climbing equipment;
- winter sports other than: downhill skiing, snowboarding, cross-country skiing, mono-skiing and skating.

Furthermore, no right to a benefit exists if the *accident* happened to the *insured* as a professional athlete.

## 12.5 Crime

No right to a benefit exists if the *accident* is related to committing or partaking in a crime or attempting to perform such an act by the *insured*. This shall include participation in fights, with the exception of the provisions in Article 11.6. (*accident* resulting from rescue or self-defence).

## 12.6 Accident in/with aircraft

No right to a benefit exists in case of an *accident* that happened to the *insured* in and/or with an aircraft, unless:

- the *insured* was involved in the *accident* as a passenger on a commercial flight in a passenger aircraft; or
- the *insured* was involved in the *accident* as an amateur glider pilot in possession of a licence or as a passenger in a glider the pilot of which is in possession of a valid licence.

## 12.7 Incorrect medical treatment without accident

The consequences of any incorrect medical treatment not related to a covered *accident* that happened to the *insured* do not fall under the cover of this *policy*.

## 12.8 Deliberate intent

No right to a benefit exists in the event of deliberate or reckless conduct by or with the approval of, or provocation by the *policyholder*, the *insured*, the *beneficiary* or the party interested in the insurance. Deliberate or reckless conduct shall also include: (attempted) *suicide* or self-mutilation irrespective of the mental state of the *insured*.

## 12.9 Muscle, nerve or joint complaints

Pain in the lumbar region, lumbago, inflammation of the tendon sheath, pulled calf muscle, tennis elbow, golf arm, hernia (rupture) and hernia nuclei pulposi, and the consequences thereof are not covered by this *policy*.

## 12.10 Hazardous undertaking

No right to a benefit exists in the event of an *accident* as a result of, or occurring during a risky enterprise, unless such risky enterprise was reasonably necessary in connection with the proper performance of the *insured's* profession or with legitimate self-defence or saving of himself, others, animals or goods or an attempt thereat.

## 12.11 Contests

No right to a benefit exists in the case of an *accident* that occurred during participation of the *insured* in contests with motor vessels or *motor vehicles* (with or without registration plates, even if a driving licence is not required), whereby the speed is the paramount factor and/or during the preparation of such contests. This exclusion does not apply to go-karting of a recreational nature.

# 13 General obligations following an accident or in the event of missing or disappearance of the insured

13.1 If there is a potentially covered *accident* or missing or disappearance of the *insured*, the *policyholder* and/or *insured* and/or *beneficiary* and/or any party interested in the insurance shall have a number of obligations. This article sets out the general obligations. The following articles include special obligations in the event of *death* and *permanent disablement*.

13.2 In case of missing or disappearance of the *insured*, the sum insured for *death* - if it is likely beyond any reasonable doubt that the *insured* died as a result of a covered *accident* - shall be paid to the *beneficiary*. The *underwriters* may require a statement of (presumable) *death*.

If after payment of the benefit it becomes evident that the *insured* is still alive, the amount paid out must be repaid to the *underwriters*.

13.3 The *policyholder* and/or the *insured* and/or *beneficiary* and/or any party interested in the insurance shall have the following obligations:

- to report the *accident* or the missing or disappearance of the *insured* to the *underwriters* as soon as possible by email, letter or telephone;
- to provide the *underwriters* with all details regarding the *event* that has happened to the *insured* and to truthfully answer all questions they are asked;
- to render all cooperation to the experts appointed by the *underwriters* (including loss adjusters, investigators and medical advisors) in the event of any necessary investigation into and/or medical examination of the cause of the *accident*.

13.4 Furthermore, the *policyholder* shall have the following obligations:

- to ensure, to the best of their ability, that the *insured* fulfils all obligations set out in Article 3, 13 and 14;
- to provide the *underwriters*, if requested, with additional information that proves that the person for/by whom payment is demanded was insured at the time of the *accident* and to give the *underwriters* the opportunity to verify said information.

# 14 Rights and obligations in the event of death

## 14.1 Obligations in the event of the death of the insured

In the event of the *death* of the *insured*, the *policyholder* and/or *beneficiary* and/or any party interested in the insurance shall have the following obligations in addition to the obligations set out in Article 13 above:

- to notify the *underwriters* of the *death* of the *insured*. This notification shall be made as soon as possible, but at least 36 hours before the funeral or cremation, by email, letter or telephone to the *underwriters*;

**Please note:** if it is decided to report the *death* by letter, it must be ensured that this letter has reached the *underwriters* at least 36 hours before the funeral or cremation;

- to render all cooperation to the experts appointed by the *underwriters* (such as experts and medical advisors) in the event of any necessary investigation into and/or medical examination of the cause of the *accident* and/or the cause of *death*. This shall at least include: autopsy, laboratory examination and if the funeral has already taken place, exhumation of the deceased.

## **14.2 Death benefit**

**14.2.1** 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*.

### **14.2.2 Missing or disappearance**

In case of missing or disappearance of the *insured*, the sum insured for *death* - if it is likely beyond any reasonable doubt that the *insured* died as a result of a covered *accident* - shall be paid to the *beneficiary*. The *underwriters* may require a statement of (presumable) *death*.

### **14.2.3 Disablement benefit already paid out**

If a sum has already been paid with regard to *permanent disablement* as a result of the same *accident*, and the *insured* dies as a consequence of this *accident*, within the period set out in Article 15.2.6 of these General Terms and Conditions, only the difference between the amount payable on *death* and the already paid amount paid for *permanent disablement* shall be paid. Where such payments due to *permanent disablement* have exceeded the sum insured for *death*, it is not required to refund the difference to the *underwriters* as undue payment.

### **14.2.4 No beneficiary**

If, in case of the *death* of the *insured*, it appears that there is no *beneficiary* and no *beneficiary* can be designated on a legal basis, the payment obligation shall expire. Under no circumstances shall the benefit on account of this insurance become due to the State of the Netherlands or any other State, nor shall this benefit be made available for the settlement of debts of the *insured*.

### **14.2.5 No transfer**

The claim of the *beneficiary* regarding the benefit in the event of *death* cannot be transferred to third parties.

## **15 Rights and obligations in the event of (potential) permanent disablement**

### **15.1 Obligations in the event of (potential) permanent disablement as a result of a possible covered accident**

If the *insured* is involved in an *accident* as a result of which the *insured* could suffer (a degree of) *permanent disablement*, the *policyholder* and/or the *insured* shall have a number of obligations, in addition to the requirements set out in Article 13 above. The *policyholder* and/or the *insured* must ensure that the *accident* is reported to the *underwriters* by email, by letter, as soon as possible after the *accident*. The "accident claim form" can be used for this purpose, which can be downloaded from the website of the *underwriters*: [www.hienfeld.nl](http://www.hienfeld.nl).

Furthermore, the *insured* shall have the following obligations:

- to seek medical assistance as soon as possible and to continue to receive medical treatment as long as this is reasonably necessary and to continue to follow the instructions of the attending physician;
- to undergo a medical examination carried out by a medical practitioner to be designated by the *underwriters* or to have himself admitted for observation in a *hospital* or institution, whether or not in the Netherlands, designated by the *underwriters*;
- to provide or cause to provide the experts appointed by *underwriters* with all the information that they need to determine the degree of *permanent disablement* and to render all cooperation with the retrieval of medical data by the medical advisor of the *underwriters*;
- to answer truthfully and completely all questions asked by the *underwriters* or the expert(s) appointed by them and not to withhold any facts or circumstances which may be of relevance in order to determine the extent of *permanent disablement*;
- to notify the *underwriters* of complete or partial recovery as soon as possible.

### **15.2 Permanent disablement benefit**

#### **What is paid in the event of permanent disablement?**

#### **15.2.1 Benefit percentage of the sum insured**

If the *insured* suffers (a degree of) *permanent disablement* as a result of a covered *accident*, the *underwriters* shall pay the *beneficiary* a percentage of the sum insured specified in the *policy*. This is the benefit percentage, which is determined on the basis of full or partial loss or loss of function of one or more parts of the body or organs. To determine the benefit percentage, see Article 15.2.8 to 15.2.13.

#### **15.2.2 Compensation of interest**

If after a period of two years after the *accident* was reported to the *underwriters* the degree of *permanent disablement* cannot yet be assessed, the *beneficiary* shall be entitled to a simple interest on the basis of the statutory interest rate on the final amount to be compensated for *permanent disablement*. In that case, the interest shall be calculated from the 730th day after that day of receipt of the report of the *accident* by the *underwriters* to the day that the *underwriters* have prepared the payment proposal.

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

#### **15.2.3 Method of assessment**

The degree of permanent loss or loss of function of the body part or organ shall be assessed based on the report(s) of the experts appointed by the *underwriters*, subject to the latest edition of the "Guides to the Evaluation of Permanent Impairment" of The American Medical Association (A.M.A.), if needed supplemented by the guidelines of the Dutch associations of specialists.

#### **15.2.4 Effect of illness, ailment or infirmity**

If the *insured* suffers from an illness, ailment or infirmity before the *accident* or an illness, ailment or infirmity develops after and independently from the *accident*, the adverse effect of this illness, ailment or infirmity on the consequences of the *accident* and/or on the degree of the permanent loss or loss of function shall be taken into consideration when assessing the degree of permanent loss or loss of function. The benefit to be paid shall not exceed the amount that would have been paid if the *insured* had not suffered from this illness, ailment or infirmity.

#### **15.2.5 Effect of psychological reaction(s)**

The psychological reaction to the *accident* and/or to the physical injury/*permanent disablement* caused by the *accident* shall not be taken into account when assessing the extent of permanent loss or loss of function.

#### **15.2.6 Time of assessment**

The degree of permanent loss or loss of function of the affected body part or organ is assessed as soon as the final medical condition of the *insured* is stable according to medical opinion, but in any case within 3 years from the date of the *accident*. At the

end of this 3-year period, the degree of permanent loss or loss of function shall be assessed based on the degree of disablement existing at that moment. Changes occurring after this period shall not affect the amount of the benefit. Upon improvement, the *underwriters* shall not be entitled to (partial) refund of all payments made and in case of deterioration the *beneficiary* shall not be entitled to a higher benefit.

#### 15.2.7 **Effect of death**

If, following a covered *accident*, the *insured* dies as a result of a different cause than the *accident*, the degree of permanent loss or loss of function shall be assessed on the basis of the final medical reports with regard to the likely condition of the *insured* when reaching a medically stable condition in the event that the *insured* had not *died*.

### **How and when is the benefit percentage determined?**

#### 15.2.8 Method of assessment

The amount of the benefit percentage is determined on the basis of 3 aspects:

- is there a question of one or more affected body part(s) or organ(s)?
- is there a question of full or partial loss or loss of function of the affected body part(s) or organ(s)/what is the degree of permanent loss or loss of function of the affected body part or organ?
- is the affected body part or organ included in the benefit scale below?

### 15.2.9 Benefit scale

In the event of permanent full loss or loss of function of the body parts or organs listed below, the benefit percentage stated next to them shall apply.

visual system	100%
power of speech	100%
hearing in one ear	30%
hearing in one ear if under this <i>policy</i> a benefit has already been paid due to 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%
arm up to the shoulder joint	100%
hand	95%
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%
kidney	20%
lung	25%
pancreas	70%
spleen	5%
reproductive organs	35%
set of teeth	2,5%
with a maximum of € 12,000.00 (no benefit shall be paid in case of loss of less than 50% or in case of partial damage(s)). A complete set of teeth is defined as: 28 to 32 elements of the natural set of teeth and non-removable dentures.	
the complete loss of the integrated complex higher functions of the brain as a result of traumatic injury to the brain	100%
the complete loss of the ability to use language as a result of traumatic injury to the brain	90%
<i>Permanent disablement</i> may also be assumed in case of the following diagnoses. The benefit percentage lies between the percentages shown next to the relevant diagnosis and is determined by the (medical) expert(s).	
post-commotional syndrome "Post-commotional syndrome" refers to long-term complaints following a concussion.	0-8%
whiplash injury Whiplash is defined as: a neck injury resulting from acceleration-deceleration movement of the head. Whiplash is caused by a forceful back-and-forth movement of the neck, for example during a rear-end collision.	0-8%

#### Example:

Suppose the *insured* suffers full loss of an index finger. According to the benefit scale above, the benefit percentage for this is set at 20%. If the sum insured for *permanent disablement* is € 100,000.00, the *beneficiary* shall receive a payment of € 20,000.00.

### 15.2.10 Partial loss

In the event of permanent partial loss or partial loss of function of a part of the body or organ, the benefit percentage shall be calculated based on the degree of permanent loss or loss of function corresponding to the benefit percentage for permanent full loss or loss of function for said body part or organ in the benefit payment scale in Article 15.2.9.

#### Example:

Suppose it is determined on the basis of the above guidelines that the degree of permanent loss of function of an index finger is 75%. According to the benefit scale, the benefit percentage for full loss of an index finger is 20%. In that case, the benefit percentage for partial loss of function of 75% is equal to (75% of 20% =) 15.00%. If the sum insured for *permanent disablement* is € 100,000.00, the *beneficiary* shall receive a payment of 15.00% of € 100,000.00, thus € 15,000.00.

### 15.2.11 Determining benefit percentage in other cases

In case of total or partial loss or loss of function of parts of the body or organs not listed in the benefit scale above, the benefit percentage for that specific body part or organ is determined in accordance with the criteria set out in the latest edition of the "Guides to the Evaluation of Permanent Impairment" of The American Medical Association (A.M.A.), if needed supplemented by the guidelines of the Dutch associations of specialists. With regard to the *principal insured*, the degree of permanent loss or loss of function of parts of the body or organs shall also be determined, for which the work performed (at the time of the *accident*) of the *principal insured* shall be taken into consideration. (**Please note:** this is not equivalent to the degree of incapacity for work under the Work and Income (Capacity for Work) Act or similar schemes). In that case, the benefit shall be determined on the basis of the highest percentage.

**Please note:** in the case of permanent loss or loss of function of several body parts or organs, this provision shall apply exclusively to the body part or organ that is not included in the benefit scale.

#### Example:

Suppose the *principal insured* suffers irreparable damage to the large intestine. This organ is not included in the benefit scale. According to the above guidelines, the benefit percentage, without taking into account the work of the *insured*, has been determined at 20%.

Suppose this *principal insured* is a professional driver, the benefit percentage could be set at 50%, taking into account his duties.

If the sum insured for *permanent disablement* is € 100,000.00, the *beneficiary* shall receive a payment of (50% - being the highest percentage - of € 100,000.00 =) € 50,000.00.

### 15.2.12 Multiple loss

In the event of permanent loss or loss of function of several parts of the body or organs, the benefit percentage shall first be determined on the basis of the above provisions for each part of the body or organ separately. These percentages are subsequently added up and/or combined, with a maximum of 100%.

#### Example:

Suppose the *insured* suffers full loss of a thumb and an index finger. According to the benefit scale, the benefit payment for a thumb has been determined at 30% and for an index finger at 20%. In this case, the total benefit percentage is 50%. If the sum insured for *permanent disablement* is € 100,000.00, the *beneficiary* shall in this case receive a payment of (50% of € 100,000.00 =) € 50,000.00.

Suppose the *insured* suffers full loss of both feet. According to the benefit scale above, the benefit percentage per foot has been determined at 65%. In this case, the total benefit percentage is 100%, being the maximum amount. If the sum insured for *permanent disablement* is € 100,000.00, the *beneficiary* shall thus receive a payment of € 100,000.00.

Suppose the *insured* suffers full loss of a foot. According to the benefit scale, the payment for full loss of a foot has been determined 60%. In addition, the *insured* suffers a thumb injury as a result of the same *accident* for which the degree of permanent loss of function of the thumb has been determined at 50%. According to the benefit scale, the benefit percentage for full loss of a thumb has been determined at 30%. In that case, the benefit percentage for partial loss of function of a thumb of 50% is equal to (50% of 30% =) 15%. If the sum insured for *permanent disablement* is € 100,000.00, the *beneficiary* shall receive a payment of € 80,000.00 (i.e. 65% + 15% = 80% of € 100,000.00).

### 15.2.13 Time of final decision

The *underwriters* must make a final decision within 14 days from receipt of the final report of their medical advisor and any other information necessary for a proper assessment of entitlement to benefits.

## 16 Additional cover

### 16.1 Additional cover

If the *principal insured* is involved in a covered *accident* during a covered *business trip* that results in *death* or *permanent disablement* within 2 years from the date of the covered *accident* and the section *accidents* is insured, the additional cover listed below may apply.

**Please note:** this additional cover shall only apply to the *principal insured* and not to the types of cover referred to in Articles 1.1.3 and 1.1.4.

#### Additional cover for the policyholder

### 16.2 Recruitment costs

If the *principal insured* dies as a result of a covered *accident* or *suicide*, the reasonable recruitment costs for his/her replacement, with a maximum of € 10,000.00 will be reimbursed to the *policyholder*.

### 16.3 Adaptations to the workplace

16.3.1 If the *principal insured* is entitled to a benefit percentage of more than 25% of the sum insured for *permanent disablement* due to a covered *accident*, the related costs necessary for adaptations to his/her workplace will be reimbursed once to the *policyholder*, with a maximum of € 10,000.00.

16.3.2 The conditions for such reimbursement are:

- there is an indication from a competent authority showing the necessity for these adaptations; and
- the *underwriters* have given their explicit prior written consent to incur these costs. The costs will be reimbursed after it has been established that these conditions have been met.

**Please note:** the concurrence scheme of Article 8.5 applies to this section.

## 16.4 Retraining costs

If the *principal insured* has been paid a benefit for the full loss of an arm up to the shoulder joint or a leg up to the hip joint or full loss of the visual system as a result of a covered *accident*, the reasonable costs for his/her retraining to suitable work will be reimbursed. These costs will be reimbursed to the *policyholder*, with a maximum of € 10,000.00.

## Additional cover for the *principal insured*

### 16.5 Daily benefit

#### 16.5.1 Daily benefit - hospitalisation

If the *principal insured* is hospitalised for more than 24 hours due to a covered *accident*, € 75.00 per day of hospitalisation will be reimbursed to the *beneficiary*, with a maximum of 365 days.

#### 16.5.2 Daily benefit- coma

If the same *accident* results in the *principal insured* being in a coma, an additional € 100.00 for each day the *principal insured* is in a coma will be reimbursed to the *beneficiary*, with a maximum of 365 days.

### 16.6 Paralysis

If the *principal insured* becomes permanently and completely paralysed as a result of a covered *accident* as defined below, the following additional amount will be paid to the *beneficiary*:

- in the event of semilateral paralysis as a result of brain damage (hemiplegia): € 50,000.00;
- in the event of for paralysis of the 2 lower limbs, bladder and rectum (paraplegia): € 50,000.00;
- in the event of paralysis of 3 of the 4 limbs (triplegia): € 85,000.00;
- in the event of paralysis of the 4 limbs (tetraplegia): € 125,000.00.

**Please note:** this cover does not apply if the *principal insured* died as a result of the *accident*.

### 16.7 Burns

If the *principal insured* suffers *third-degree burns* as a result of a covered *accident*, the following additional amount will be paid to the *beneficiary*:

- € 10,000.00 for burns that cover more than 25% of the body;
- € 5,000.00 for burns that cover between 15% and 25% of the body;
- € 1,500.00 for burns that cover between 9% and 15% of the body;

**Please note:** this cover does not apply if the *principal insured* died as a result of the *accident*.

### 16.8 Scars

If a covered *accident* leaves the *principal insured* with (a) permanently disfiguring facial scar(s) from 2.5 centimetres as a result of a covered *accident*, the following additional amount will be paid to the *beneficiary*:

- for scars measuring 2.5 to 5 centimetres: € 2,500.00;
- for scars from 5 centimetres: € 5,000.00.

### 16.9 Arm, and/or leg prosthesis

If the *principal insured* loses an arm or leg as a result of a covered *accident* and needs a prosthesis as a result, the associated costs will be reimbursed to the *principal insured*, with a maximum of € 15,000.00.

**Please note:** the concurrence scheme of Article 8.5 applies to this provision.

### 16.10 Dental, eye and ear prostheses

If the *principal insured* requires an eye, hearing or dental prosthesis as a result of a covered *accident*, the associated costs will be reimbursed to the *principal insured*, with a maximum of € 500.00.

**Please note:** the concurrence scheme of Article 8.5 applies to this provision.

### 16.11 Wheelchair

If the *principal insured* becomes wheelchair-dependent as a result of a covered *accident*, the associated costs will be reimbursed to the *principal insured*, with a maximum of € 1,500.00.

The conditions for such reimbursement are:

- the use of a wheelchair has been prescribed by a qualified physician;
- the use of a wheelchair is a direct and exclusive consequence of the *accident*;

The costs will be reimbursed after it has been established that these conditions have been met.

**Please note:** the concurrence scheme of Article 8.5 applies to this provision.

### 16.12 Plastic surgery

16.12.1 If the *principal insured* requires plastic surgery as a result of a covered *accident*, the associated costs will be reimbursed to the *principal insured*, with a maximum of € 10,000.00.

16.12.2 The conditions for such reimbursement are:

- treatment is prescribed and carried out by a qualified physician; and
- treatment occurs within a period of 730 days after the date of the *accident*.

16.12.3 The costs will be reimbursed after it has been established that these conditions have been met.

**Please note:** the concurrence scheme of Article 8.5 applies to this provision.

### 16.13 Psychological support

16.13.1 If on the basis of the opinion of the medical advisor of the *underwriters* it is expected that the *principal insured* will be entitled to a benefit percentage of more than 50% of the sum insured for *permanent disablement* as a result of a covered *accident*, the costs for professional psychological support will be reimbursed to the *principal insured*, with a maximum of € 10,000.00.

16.13.2 The conditions for such reimbursement are:

- such support has been prescribed by a qualified physician; and
- such support starts within three (3) months after the date of the *accident*.

16.13.3 The costs will be reimbursed after it has been established that these conditions have been met.

**Please note:** the concurrence scheme of Article 8.5 applies to this provision.

### 16.14 Increase of the sum insured for the *principal insured* with a family

If the *principal insured* is entitled to benefits exceeding 50% of the sum insured for *permanent disablement*, and if he/she has a spouse/partner and/or child/children at the time of the *accident*, the benefit for *permanent disablement* is increased by 10%.

## **16.15 Adaptations to the home or moving expenses and/or car**

**16.15.1** If the *principal insured* becomes permanently disabled as a result of a covered *accident*, the related necessary adjustments to a passenger car and/or in and around the home of the *principal insured*, allowing the *principal insured* to continue to carry out daily activities independently and/or the related necessary moving expenses will be reimbursed to the *principal insured*, with a maximum of € 20,000.00.

**16.15.2** The conditions for such reimbursement are:

- there is an indication from a competent authority showing the necessity for these adaptations and/or relocation; and
- the *underwriters* have given their explicit prior written consent to incur these costs.

The costs will be reimbursed after it has been established that these conditions have been met.

**Please note:** the concurrence scheme of Article 8.5 applies to this provision.

## **16.16 Cover for domestic help**

If the *principal insured* is entitled to a benefit percentage of more than 50% of the sum insured for *permanent disability* as a result of a covered *accident*, the necessary costs of an external provider for domestic help will be reimbursed for a maximum of 104 weeks from the date of the *accident* and with a maximum of € 7,500.00.

Such compensation is subject to the condition that the *underwriters* have given their explicit prior written consent to incur these costs.

**Please note:** the concurrence scheme of Article 8.5 applies to this provision.

## **Additional cover for the beneficiary/third parties**

### **16.17 Travel expenses of spouse/partner and/or child/children to the hospital**

If a benefit is provided to the *principal insured* for the full (functional) loss of an arm up to the shoulder joint or a leg up to the hip joint or full (functional) loss of the visual system, the reasonable travel expenses (only direct travel to or from the *hospital*) of the *spouse/partner* and/or *child/children* of the *principal insured*, such as transportation by a taxi or driver, will be reimbursed to the *spouse/partner* and/or *child/children* of the *insured*, with a maximum of € 250.00 (in total) per week and with a maximum of € 1,500.00 (in total).

### **16.18 Increase of the sum insured for the principal insured with a family**

In the event of the *death* of the *principal insured* as a result of a covered *accident* who leaves behind a *spouse/partner* and/or *child/children*, the *death* benefit will be increased by 10%.

### **16.19 Death as a result of an aircraft accident**

If the *principal insured* dies as a result of a covered *accident* as a passenger on a commercial flight in a passenger aircraft, the sum insured for *death* is increased by € 50,000.00.

### **16.20 Use of seat belts in the transport vehicle**

If the *principal insured* dies due to a covered road traffic *accident* on a public road and it is established that the *principal insured* was wearing a seat belt at the time of this *accident*, the amount payable for *death* is increased by € 20,000.00.

### **16.21 Childcare in the event of the death of the principal insured**

In the event of the *death* of the *principal insured* as a result of a covered *accident*, the costs of childcare for each legitimate *child* living at home up to the age of 5 will be reimbursed to the *spouse/partner*, for a maximum of 52 weeks and with a maximum total of € 2,750.00. This benefit shall be subject to the condition that the childcare facility is registered in the National Childcare and Preschools Register. The costs will be reimbursed once it has been established that these conditions have been met.

**Please note:** the concurrence scheme of Article 8.5 applies to this provision.

### **16.22 Lifesaver sum insured in the event of death/permanent disability**

If a person other than the *principal insured* or *policyholder* sustains bodily injury or dies whilst saving the life (or an attempt thereat) of the *insured*, that person shall be insured for the following sums insured: € 20,000.00 in the event of *death*, and a maximum of € 20,000.00 in the event of *permanent disablement*.

The benefit under this cover is provided only to the lifesaver or, in the event of *death*, to his/her legal heir(s).

### **16.23 Retraining cost spouse/partner**

In the event of the *death* of the *principal insured* as a result of a covered *accident* or if the *principal insured* is entitled to a benefit percentage of 100% of the sum insured for *permanent disablement*, the reasonable training or retraining costs of the *spouse/partner* will be reimbursed, with a maximum of € 10,000.00.

This benefit shall be subject to the conditions that the training or retraining of the *spouse/partner* is necessary in order to:

- find paid employment; and/or
  - in case of *permanent disablement* of the *insured*, increase the quality of care the *spouse/partner* can give to the *insured*.
- The costs will be reimbursed once it has been established that these conditions have been met.

**Please note:** the concurrence scheme of Article 8.5 applies to this provision.

### **16.24 Tuition fees for dependent children**

In the event of the *death* of the *principal insured* as a result of a covered *accident* or if the *principal insured* is entitled to a benefit percentage of more than 50% of the sum insured for *permanent disablement*, tuition fees will be reimbursed, for each dependent *child* of the *principal insured* at the time of the *accident*, with a maximum of € 5,000.00 per *child* and with a maximum of €15,000.00 in total for all *children* combined.

### **16.25 Executor**

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

### **16.26 Independent financial advice**

In the event of the *death* of the *principal insured* as a result of a covered *accident* or if the *principal insured* is entitled to a benefit percentage of 100% of the sum insured for *permanent disablement*, the reasonable costs of financial advice from a recognised financial advisor will be reimbursed to the *beneficiary*, with a maximum of € 5,000.00.

## 16.27 Funeral costs

In the event of the *death* of the *principal insured* as a result of a covered *accident*, the costs of a funeral will be compensated, with a maximum of € 12,000.00.

**Please note:** the concurrence scheme of Article 8.5 applies to this provision.

## 17 Payability, payment and discharge

### 17.1 Payability, payment and discharge

Payment of the benefit shall occur (if applicable by means of an intermediary) within 14 days from receipt by the *underwriters* of a benefit receipt signed by the *beneficiary* and drawn up by the *underwriters*, according to which the *underwriters* will be granted full acquittance and discharge. The claim shall only be due and payable from 14 days after receipt by the *underwriters* of the signed benefit receipt.

### 17.2 Tax or income tax

If the *underwriters* are required to withhold tax on payments or compensation, they shall pay it directly to the Tax and Customs Administration.

## SECTION EXTRAORDINARY EXPENSES

## 18 Definition of the cover - specific provisions

### 18.1 Which cover applies when?

The *policy* shows whether there is cover for additional travel and accommodation expenses and/or *emergency centre* assistance and/or unforeseen expenses and/or rescue, search/rescue, repatriation and return costs of mortal remains and/or replacement transport.

### 18.2 What will be paid?

If extraordinary costs are incurred as stated in this section, these expenses will be reimbursed with a maximum equal to the amount specified in the relevant provision, or if no amount is specified in that provision, with a maximum equal to the sum insured for the relevant extraordinary expenses stated in the *policy*.

## 19 Rights and obligations in the event of additional travel and accommodation expenses

### 19.1 Obligations in the event of additional travel and accommodation expenses

If the *insured* incurs additional travel and accommodation expenses, the *insured* shall have the following obligations (to the extent necessary) in addition to those stated above in Article 3:

- to submit to the *underwriters* a statement from the attending physician showing the medical necessity of additional travel and/or accommodation expenses;
- to submit to the *underwriters* a statement from the authorities competent at the travel destination or other expert(s) about the situation in question; and in the cases referred to below in Articles 19.2.1 to 19.2.18, to consult in advance with the *emergency centre*.

### 19.2 Payment of the necessarily incurred additional travel and/or accommodation expenses

**Please note:** the expenses listed below will only be reimbursed if it was necessary to incur these additional expenses. "Additional expenses" shall mean that more expenses were incurred than originally intended.

#### 19.2.1 Extended stay

Any additional expenses incurred by the *insured* for a stay longer than originally scheduled are reimbursed in the event the *insured* has become ill or the *insured* has been involved in a covered *accident* or in the event of the *death* of a *co-insured*.

#### 19.2.2 Care by travel companion

Any additional expenses incurred by a travel companion or business associate because the travel companion/business associate needs to extend his/her stay in order to care for or provide assistance to the injured or sick *insured* shall be reimbursed.

#### 19.2.3 Cover for the expenses of extended stays by the insured due to a medical condition

Any additional expenses, with a maximum of € 400.00 per day and with a maximum of € 4,000.00 the *insured* must incur for a stay longer than originally scheduled because the *insured* has fallen ill or was involved in a covered *accident* or because a *co-insured* has died shall be reimbursed.

#### 19.2.4 Forced extended stay (quarantine)

If, during covered *travel*, the *insured* is legally required to be in quarantine because he/she is infected or has been in close contact with someone with a corona virus, such as SARS, MERS, or a mutation thereof, the additional expenses incurred in connection with such quarantine shall be reimbursed with a maximum of € 400.00 per day during the quarantine and a total maximum of € 4,000.00.

#### 19.2.5 Recovery following hospitalisation

If, following *hospitalisation* during covered *travel*, the *insured* is advised by the attending physician to first recover at home before the *insured* may resume *travel*, € 50.00 per recovery day will be reimbursed to the *beneficiary*, with a maximum of € 350.00.

#### 19.2.6 Transfer of family member/friend

The additional expenses incurred by one (1), but no more than 4 person(s) shall be reimbursed because:

- they must travel to the *insured* in order to provide necessary care or assistance because the *insured* is injured or ill; or
- they must accompany the body of the *insured* to his/her place of residence, in the event of the *death* of the *insured*.

The additional travel and/or accommodation expenses shall be reimbursed with a maximum of € 400.00 per person per day and a total maximum of € 10,000.00. This person(s) is/are insured under this insurance during *travel* and stay and shall have the same cover as the *insured*.

- 19.2.7 Return trip**  
Any additional expenses incurred by the *insured* and/or a business associate to return home shall be reimbursed, if the *insured* must be repatriated due to illness or a covered *accident*.  
**Please note:** the costs of an ambulance or other non-public *transport vehicle* will only be reimbursed if such transport is medically required.
- 19.2.8 Recall from abroad**  
Any additional expenses, with a maximum of € 10,000.00, the *insured* is required to incur in connection with a necessary return to the country in which the *insured* resides, due to:
1. *death*, serious *accident* or serious *illness* of close relatives of the *insured*;  
For the purpose of this article, "close relatives" shall mean: *spouse/partner*, *child/children* (including foster/stepchildren and grandchildren), parents (in law), grandparents, brothers, sisters (in law), brothers-in-law, and children of brothers, sisters (in law) and brothers-in-law.
  2. significant damage caused by fire, burglary, explosion or natural disasters (such as earthquake, landslide, forest fire, cyclone, avalanche, hurricane, flood, abnormal snowfall, storm, tsunami or volcanic eruption) to property of the *insured*, his rented accommodation or the company where the *insured* is employed;
  3. the *death* of a close associate of the *principal insured*;
  4. *hospitalisation* for more than 7 days of a close associate of the *principal insured*.
- Please note:** the costs will only be reimbursed if they were not foreseeable before the start of *travel* and with regard to points 2 to 4 of this article if the presence of the *principal insured* is urgently required.
- 19.2.9 Business replacement or return of the principal insured to the destination of the business trip**  
Any travel expenses incurred by a business replacement of the *principal insured* to travel *abroad* in order to immediately assume the work of the *principal insured*, due to the *principal insured* no longer being able to perform his duties due to illness, *accident*, *death* or recall to the country of residence of the *principal insured* for an event as referred to in Article 19.2.8 of these General Terms and Conditions. If, within or after the original travel period, the *principal insured* is again able to perform and/or complete his duties, his additional travel expenses to and from the original travel destination will also be reimbursed, insofar as these expenses are not already reimbursed on the basis of previous provisions.
- 19.2.10 Interrupted connections and strikes**  
Any additional expenses incurred by the *insured* due to not being able to return home on the original return date, having to travel via a different route or having to opt for a different mode of transport shall be reimbursed with a maximum of € 400.00 per day and a total maximum of € 4,000.00, if these expenses are due to:
- natural disaster (such as earthquake, landslide, forest fire, cyclone, avalanche, hurricane, flood, abnormal snowfall, storm, tsunami or volcanic eruption);
  - border closures;
  - pandemics, as a result of which the country in which the *insured* resides has been assigned colour code orange or red;
  - strikes.
- 19.2.11 Travel change after departure additional travel/accommodation expenses**  
Any additional expenses incurred by the *insured* if *travel* is unexpectedly changed after the *insured* has already departed for the original travel destination shall be reimbursed.
- 19.2.12 Overbooking of scheduled flight**  
Any additional expenses, with a maximum of € 500.00, incurred by the *insured* because he/she is unexpectedly denied a seat on board a booked flight due to overbooking shall be reimbursed.
- 19.2.13 Delayed or cancelled flight**  
Reasonable additional travel and accommodation expenses in connection with unforeseen delay or cancellation of the booked scheduled flight, bus, train or boat trip, with a maximum of € 2,500.00 are reimbursed.  
Reasonable additional travel and accommodation expenses include the cost of meals, taxi rides, necessary telephone calls and accommodation.  
**Please note:** this cover only applies to an unforeseen delay of *travel* of at least 4 hours compared to the scheduled departure time.
- 19.2.14 Medical incapacity of the driver of the motor vehicle**  
Any additional expenses incurred by the *insured* for a train journey to his place of residence or usual place of work in the country where the *insured* is resident shall be reimbursed, if the costs incurred are due to the driver of the *motor vehicle* planned to use for the return journey not being able to drive the *motor vehicle* because of an *accident* or illness. These costs will be reimbursed only if the driver will not be able to operate the *motor vehicle* within 2 days of the scheduled return date and there is no fellow traveller who can operate the vehicle.
- 19.2.15 Repatriation in the event of an act of terrorism, sabotage, attack or violence**  
Any additional expenses incurred by the *insured* to return home after the *insured* has been the victim of a terrorist attack or robbery and has sustained physical and/or mental injury as a result, which can be assessed in a medically objective manner shall be reimbursed.
- 19.2.16 Early return due to premature birth of a child of the principal insured**  
Any additional expenses incurred by the *principal insured* in connection with a necessary return to the country of residence of the *principal insured* due to an unexpected premature birth of his/her *child*.  
The conditions for such reimbursement are:
- the premature birth was advised by a physician because of a serious medical condition of mother or *child*;
  - the premature birth occurs at least 7 weeks before the original due date. The costs will be reimbursed after it has been established that these conditions have been met.
- 19.2.17 Collection costs of rented transport vehicle**  
The costs charged by a rental company for collecting a *transport vehicle* hired *abroad* in the event of absence of the *insured* due to illness, covered *accident*, *death* or necessary return to the country in which the *insured* resides for an event as referred to in Article 19.2.8 of these General Terms And Conditions shall be reimbursed, with a maximum of € 500.00.
- 19.2.18 Additional transport**  
Any additional travel expenses with a maximum of € 150.00 per *insured* if the *transport vehicle* breaks down during the journey from his residence or the usual place of work to the point of departure of additional transport (e.g. airport, train or bus station) or on the return journey shall be reimbursed;

## 20 Rights in the event of assistance from the emergency centre

### Payment in the event of assistance from the emergency centre

Assistance from the *emergency centre* may be requested if the *insured*:

- must be transported to a *hospital* in the country in which the *insured* is resident or to his place of residence due to an illness or covered *accident*; or
- requires medication or (artificial) aids due to an illness or a covered *accident*.

The following additional expenses will be reimbursed up to the sum insured stated in the *policy*:

- a. the costs incurred in organising (medical) transport to a *hospital* in the country in which the *insured* is resident or to the place of residence of the *insured*. The following are reimbursed:
  - the costs of organising transport of a deceased *insured* or of an *insured* who is unable to travel by himself to a *hospital* in the country in which the *insured* resides or to the place of residence of the *insured* due to an illness or a covered *accident*;
  - the costs of prescribed medical accompaniment by a physician or nurse during transport.This reimbursement is subject to a written statement from the attending physician, showing:
  - that transport is justified;
  - the method of transport that is required; and
  - whether and what type of medical supervision is necessary during said transport.

- b. visit of medical personnel to the *insured*.

Any additional expenses of a physician or medical team visiting the *insured* on the instructions of the *emergency centre* to assess what measures should be taken to organise the medical treatment and/or repatriation of the *insured*, in the best possible manner, following a covered *accident* or illness shall be reimbursed.

- c. costs of sending medicines, (artificial) aids.

The costs of sending medicines, (artificial) aids shall be reimbursed. The conditions for such reimbursement are:

- the medicines, (artificial) aids are necessary and have been medically prescribed; and
- no usable alternatives are available at the travel destination.

**Please note:** the costs of purchasing medicines, (artificial) aids, insofar as not insured under the section Medical Expenses, customs duties and any return freight are not covered and shall remain at the expense of the *insured*, therefore.

## 21 Rights in the event of unforeseen expenses

### Payment in the event of unforeseen expenses

If the *insured* is entitled to a benefit on the basis of this insurance, and the *policy* states there is cover for unforeseen expenses, the following unforeseen expenses will also be reimbursed, with maximum amounts as specified in the relevant sections.

- a. **unforeseen expenses in the event of hospitalisation or death**

In the event of *hospitalisation* or *death abroad*, unforeseen expenses incurred during the travel period that are reasonably related to the *hospitalisation* or *death*, such as costs for fruit, reading material, a thank-you gift to the hospital staff and the like, will be reimbursed, with a maximum of € 250.00 per event for all *insured parties* combined.

- b. **travel expenses for visiting the insured who is hospitalised abroad**

If the *insured* is *hospitalised abroad*, the travel expenses incurred by a fellow traveller in connection with visiting the *insured* will be reimbursed, with a maximum of € 500.00 per event.

- c. **telecommunication costs**

Telecommunication costs incurred to contact the *emergency centre* will be reimbursed in full. Telecommunication costs incurred to contact other persons will be reimbursed, with a maximum of € 125.00 per event.

## 22 Rights in the event of expenses for search and rescue, repatriation and return of mortal remains

### 22.1 Payment in the event of search/rescue costs

If the *insured* is injured in an *accident*, is missing, in distress or ill, the following costs will be reimbursed, with a maximum of the sum insured stated in the *policy*:

- a. the costs incurred for rescuing, salvaging, locating the *insured* undertaken by or under the direction of a competent authority at that location for that purpose; and
- b. the costs of transporting the *insured* back to civilisation.

**Please note:** the costs associated with a false alarm will be reimbursed, with a maximum of € 2,500.00.

**Please note:** costs incurred from the country of residence of the *insured* will not be reimbursed.

### 22.2 Payment in the event of returning mortal remains or funeral costs at destination

If the *insured* dies during covered *travel*, the following costs will be reimbursed up to the sum insured stated in the *policy*:

- the costs incurred to (cause to) transfer the mortal remains to the place where the *insured* resided up to the time of *death*.  
**Please note:** these costs do not include any costs charged by the local authorities for the recovery of the mortal remains of the *insured*. These costs will only be reimbursed if the *insured* died during covered *travel* as a result of the covered *accident* or illness; or
- if the relatives choose to have the funeral take place at the travel destination: the funeral costs at the travel destination and the travel and accommodation expenses (for a maximum of 3 days) of the *spouse/partner* and relatives in the first or second degree of the *insured* who come over to attend the funeral. Relatives in the first degree shall mean: the *spouse/partner*, parents/step-parents/parents-in-law and *children* by marriage/step-children/children-in-law. Relatives in the second degree shall mean: siblings/step siblings/siblings-in-law, grandparents and grandchildren.

**Please note:** in this case, these costs will be reimbursed with a maximum of the amount that would have been reimbursed if the mortal remains of the *insured* had been transported to the place where the *insured* resided up to the moment of *death*.

## 23 Rights and obligations in the event of replacement transport

### 23.1 Payment in the event of replacement transport

23.1.1 If the *transport vehicle* that would have been used for *travel* from the country in which the *insured* is resident, becomes unusable or is stolen within 7 days before commencement of *travel* or during *travel* and the *insured* needs replacement transport as a result, the following costs will be reimbursed, with a maximum of the amounts listed below:

- any additional expenses of hiring a comparable other *transport vehicle* up to the amount stated in the *policy* per day, for a maximum of 30 days;
- any additional expenses for transport by train and/or bus, including transport of *luggage*, during the period of travel, with a maximum of € 1,000.00;
- any additional expenses for accommodation of the *insured* during the enforced delay due to the breakdown of the *transport vehicle*; these costs will be reimbursed, with a maximum of € 400.00 per person per day and with a maximum of € 4,000.00 for all *insured parties* combined;
- the repatriation costs of the broken down *transport vehicle* to the place of residence and/or the amount charged by the rental company for collecting the hired *transport vehicle*, with a maximum of € 500.00.

**Please note:** costs for repair and towing the *transport vehicle* to the garage are not reimbursed.

23.1.2 The conditions for such costs are:

- that if it was not possible to make the *transport vehicle* road-worthy within 2 business days (in case of breakdown or theft before the start of *travel* this is: no later than on the second business day after the originally scheduled day of departure) and;
- the *underwriters* have granted explicit prior approval to incur to these costs. The costs will be reimbursed after it has been established that these conditions have been met.

23.1.3 **Please note:** these costs are not reimbursed if:

- the *transport vehicle* is not usable by the *insured* due to seizure or confiscation of the *transport vehicle*, unless this is a result of a traffic accident;
- the breakdown of the *transport vehicle* is due to poor maintenance of the *transport vehicle*, so that even before commencement of *travel* it could be reasonably expected that the *transport vehicle* would break down.

## SECTION MEDICAL EXPENSES

## 24 Definition of the cover - specific provisions

When does the cover for medical expenses apply?

The *policy* states whether cover for medical expenses is provided.

## 25 Rights and obligations in the event of medical expenses

### 25.1 Obligations in the event of medical and/or dental expenses

If the *insured* incurs medical and/or dental expenses, then the *insured* and/or the *policyholder* and/or the party interested in the insurance shall have the following obligation in addition to the obligations stated above in Article 3:

In the event of *hospitalisation*, the *emergency centre* must be contacted in advance - and if this is not immediately possible due to the *insured's* state of health, in any case within one (1) week of *hospitalisation* - allowing the *emergency centre*, in consultation with the *insured* or his representative, the attending physician and possibly the GP, to take the necessary measures in the interest of (the health of) the *insured*.

### 25.2 Payment in the event of medical expenses

25.2.1 If the *insured* incurs medical expenses due to a covered *accident*, which are not reimbursed by health insurance due to the application of a maximum reimbursement, an exclusion or a limitation, the following expenses are covered, taking into account the other provisions of the section medical expenses, with a maximum amount for medical expenses as stated in the *policy*:

- fees charged by the attending physician (not being a dentist);
- costs related to (X-ray) examinations, radiation treatment, physiotherapy, bandages and medicine, prescribed by a qualified physician;
- costs of treatment and care in a *hospital*;
- costs of transport to and from the *hospital* or the attending qualified physician;
- costs relating to the purchase of necessary first prostheses.

**Please note:** the following expenses, inter alia, are not reimbursed:

- costs of tonics, food and stimulants;
- costs of travelling to and from a stay in a health resort and/or retreat and convalescent homes.

25.2.2 The benefit is subject to the condition that the *insured* has effected primary health insurance or a similar provision with a public or private institution in the country of residence, which primarily provides cover for medical expenses. The costs will be reimbursed once it has been established that these conditions have been met.

25.2.3 Cover for medical and/or dental expenses is secondary and shall apply only to those expenses that are not reimbursed by the primary health insurance or similar provision referred to under the previous sub. of this article due to the application of a maximum benefit, an exclusion or a limitation, other than under the concurrent scheme.

### 25.3 Cover for tests for infectious diseases or viruses

If, during covered *travel*, the *insured* becomes a victim of sexual violence or a violent assault, the costs of tests prescribed by a physician for infectious diseases or viruses will be reimbursed, with a maximum of € 1,500.00.

This benefit is subject to the condition that the tests are taken within a period of 60 days after the occurrence of the violent incident in question.

The costs will be reimbursed once it has been established that these conditions have been met.

## 25.4 Continued medical treatment in the country in which the *insured* resides

Medical expenses incurred in the country of residence of the *insured* will only be reimbursed if they are incurred to continue medical treatment due to a covered *accident* or illness that arose during *travel*.

Treatment must have commenced *abroad* during covered *travel*. Such costs of post-treatment are reimbursed, with a maximum of € 30,000.00 and up to 365 days after days after the original travel period.

## 25.5 Payment in the event of dental expenses

If the *insured* incurs dental expenses due to a covered *accident* or illness, which are not reimbursed by health insurance due to the application of a maximum benefit, an exclusion or a limitation, the following costs are covered, taking into account the other provisions of the section medical expenses, insofar as the treatment is urgent and cannot be postponed until after returning to the country in which the *insured* is resident, with a maximum amount for dental expenses as stated in the *policy*:

- costs of dental treatment following a covered *accident*, with a maximum of the sum insured stated in the *policy*;
- costs for dental treatment (but not the cost of prostheses such as crowns or false teeth) without *accident*, with a maximum of the sum insured for dental treatment stated in the *policy*.

## 25.6 Additional expenses of dental treatment in the country in which the *insured* resides

Dental expenses incurred in the country of residence of the *insured* will only be reimbursed if they are incurred to continue dental treatment due to a covered *accident*.

Treatment must have commenced *abroad* during covered *travel* that lasted more than 3 consecutive days. Such costs of post-treatment are reimbursed, with a maximum of € 500.00 and up to 6 months after the original travel period.

**Please note:** the concurrence scheme of Article 8.5 applies to Article 25.

# 26 Specific exclusions section medical expenses

## 26.1 Exclusions

### 26.1.1 No right to a benefit exists for expenses:

- related to illness, ailment or defect for which the *insured* was receiving medical treatment *abroad* prior to commencement of *travel*, or if the *insured* commenced *travel* with the (partial) aim of receiving treatment in this respect;
- expenses of which it was certain prior to *travel* that these would be incurred during *travel*;
- related to medical and dental treatment, incurred in the country whose nationality the *insured* possesses, related to an illness, ailment or defect which existed or caused complaints prior to commencement of *travel*;
- for treatment if the dentist or physician or *hospital* is not accredited by the competent authorities in the relevant country;
- related to the mandatory deductible applicable to a primary health insurance or similar provision with a public or private institution.

### 26.1.2 Crime

No right to a benefit exists in the event of an *event* related to or caused by committing or taking part in a crime or an attempt thereof.

### 26.1.3 Deliberate intent

No right to a benefit exists in the event of deliberate or reckless conduct by or with the approval or through provocation of the *policyholder*, the *insured*, the *beneficiary* or the party interested in the insurance. Deliberate or reckless conduct shall also include: (attempted) *suicide* or self-mutilation.

### 26.1.4 Strike

No right to a benefit exists if there is an *event* related to or caused by knowingly attending a strike.

# SECTION LUGGAGE AND DAMAGE TO ACCOMMODATIONS

## 27 Definition of the cover - specific provisions

### 27.1 When does the cover for *luggage* and damage to accommodations apply?

The *policy* states whether cover is provided for *luggage* and damage to accommodations.

### 27.2 What will be paid?

#### 27.2.1 If the *insured* incurs unforeseen material damage due to loss, theft, damage or missing of *luggage* during covered *travel*, this damage will be reimbursed - if the *policy* states that this section is insured - with a maximum amount of the sum insured for *luggage* stated in the *policy*.

**Please note:** not all *luggage* is covered by this insurance; see Article 45.4.

If during covered *travel* loss or theft of *money* and/or securities of the *insured* occurs - the value thereof will be reimbursed - if the *policy* states that *money* and/or securities are insured - with a maximum amount of the sum insured for *money* and/or securities stated in the *policy*.

#### 27.2.2 If the *insured* is legally liable for damage to the accommodations rented by him/her and/or the inventory of these accommodations and the amount of damage exceeds € 25.00, the damage will be reimbursed, with a maximum of € 500.00 - if it appears from the *policy* that this section is insured.

**Please note:** this cover is subject to the condition that (the *policyholder* for) the *insured* has rented the accommodations to spend the night. The total payment under this section per *insured*, per *travel* event shall never exceed the maximum amount stated in the *policy*.

## 28 Rights and obligations in the event of loss, theft, damage or missing *luggage*

### 28.1 Obligations in the event of damage to *luggage*:

If *luggage* of the *insured* is lost, stolen, damaged or missing, then the *insured*, in addition to the obligations set out in Article 3 above, shall have the following obligations:

- to provide evidence of the damage, for example by submitting pictures of the damage, or - if the *underwriters* have so requested - to send the damaged object;
- to demonstrate ownership, value and age of the claimed object immediately before the damage occurred, for example by submitting original receipts, warranties, bank and/or credit card statements;
- to submit receipts for any objects that have been dispatched before or after;
- to have the *underwriters* assess the damage before any repair takes place;
- in the event of damage to *luggage* caused during travel by train, boat, aircraft or other means of transport, to report this to the transport company and to submit a copy of the report drawn up by the transport company;
- in the event of theft or loss of *luggage*, to report this to the local police and to submit a copy of the police report; and
- to report any loss or theft to the tour operator, hotel or apartment, if such loss or theft took place in the hotel or apartment.

### 28.2 Benefit in the event of loss, theft, damage or missing *luggage*

28.2.1 If *luggage* of the *insured* is lost, stolen, damaged or missing during covered *travel*, any damage and the following costs, with a maximum amount of the sum insured stated in the *policy* or the maximum amounts listed below, will be reimbursed, after deduction of the deductible referred to hereafter in Article 28.2.3:

- a. any unforeseen material damage due to loss, theft, damage or missing of the *luggage* of the *insured*;  
**Please note:** Article 28.4 sets out how the extent of the damage is determined; the amount to be paid is also dependent on the sum insured stated in the *policy* and the maximum amounts listed below.  
**Please note:** damage does not include: scratches, scrapes or dents or other damage or deterioration, if the object is not rendered unsuitable for normal use.  
**Please note:** specific provisions apply to theft out of or from a *transport vehicle*; see Article 28.3.
- b. the costs of necessary purchase of replacement clothing and toiletries, if the *luggage* arrives late or does not arrive at the destination outside the country of residence of the *insured*, with a maximum of 20% of the sum insured stated in the *policy* for *luggage*, but not exceeding € 2,000.00;
- c. reconstruction costs of computer files that have been lost due to theft, loss or damage, with a maximum of 10% of the sum insured stated in the *policy* for *luggage*, but not exceeding € 500.00;
- d. repair costs of computers taken along or rental costs of a replacement computer, if this object that was taken along breaks down during *travel*, with a maximum of 10% of the sum insured for *luggage*, but not exceeding € 500.00;  
**Please note:** damage to computer and/or computer files as a consequence of programming or operating errors, power failure or outage, or the effects of magnetic fields is not reimbursed. Only the repair or rental costs qualify for reimbursement.
- e. damage, loss or theft of winter sports equipment hired *abroad*, with a maximum of 10% of the sum insured for *luggage* stated in the *policy*, but not exceeding € 500.00.

28.2.2 Following approval from the *underwriters* or the *emergency centre* the following additional costs are reimbursed:

- *travel* and accommodation to obtain new travel documents following loss or theft, provided this occurs during *travel*;
- transport of recovered *luggage* to the place of residence of the *insured*, with a maximum of the amount that would have been reimbursed for theft or loss of the relevant objects;
- forwarding of objects replace lost or stolen *luggage*, which are require for the purpose of *travel*.

**Please note:** customs duties of any return freight are excluded from this cover and therefore shall be borne by the *insured*.

### 28.2.3 Deductible

Unless otherwise stated in the *policy*, a deductible of € 100.00 per person per event applies with regard to *luggage*:

### 28.3 Theft out of or from a *transport vehicle*

In case of theft of *luggage* out of or from a *transport vehicle* the *luggage* must have been stored in a properly locked/covered boot or space, concealed from view.

**Please note:** cover is provided subject to the condition that the *insured* can demonstrate that there are traces of forcible entry on the *transport vehicle* from which the *luggage* was stolen.

The damage is reimbursed once it has been established that this condition has been met.

### 28.4 How and on what basis is the damage and/or the amount of the claim determined for *luggage*?

28.4.1 In case of theft, loss or missing, or in case of damage where the object cannot be repaired, the damage is determined on the basis of the *replacement value* or the *market value* of the object. In case of damage where the object can be repaired, the damage is determined on the basis of the repair costs and/or depreciation or *market value*, as explained below.

#### - Benefit on the basis of repair costs and/or depreciation:

There is damage if there is a difference in the value of the insured object, immediately before and immediately after the event. If the object can be repaired and the repair costs do not exceed the value of the insured object immediately before the damage occurred, the repair costs are reimbursed. If, in the opinion of a loss adjuster, there is depreciation following repair, the repair costs and the amount of depreciation are reimbursed, with a maximum of the value of the insured object immediately prior to the damage. If the object can be repaired, but the repair costs exceed the value of the insured object immediately prior to the damage, the *market value* is reimbursed.

#### - Benefit on the basis of the *replacement value*:

If the insured object is stolen or lost or cannot be repaired, the *replacement value* is reimbursed, provided the object is not older than 12 months.

#### - Benefit on the basis of the *market value*:

For consumer goods and cosmetics (such as make-up, care products and perfume), clothing and footwear that are older than 6 months, and objects that are older than 12 months, the *market value* is reimbursed. The *market value* is determined by the *underwriters* based on a fixed depreciation table for *luggage*.

This depreciation table lists the depreciation rates per year per item. This depreciation list can be viewed on the website of the *underwriters*: [www.hienfeld.nl/zakelijk/verzekering/reis](http://www.hienfeld.nl/zakelijk/verzekering/reis).

28.4.2 To determine the damage and/or the claim amount, the *underwriters* may engage a loss adjuster.

## 28.5 Loss or theft of *money*, securities, travel documents or house or car keys

If, during covered *travel*, there is loss or theft of *money*, securities, travel documents or house or car keys of the *insured*, or the fraudulent use of a SIM card, *bank card*, credit card or mobile payment technology linked to a payment account of the *insured*, then the following will be reimbursed, with a maximum of the amount stated in the *policy* and after deduction of the *deductible*:

- the value of the lost or stolen *money* and/or securities;
- the costs of replacing lost or stolen travel documents, *bank card*, credit card, SIM card, house and/or car keys;
- the damage sustained by the *insured* in connection with the fraudulent use of the SIM card of the *insured* by a third party following the loss or theft of the mobile phone of the *insured*;
- the damage sustained by the *insured* in connection with the fraudulent use of his/her *bank card*, credit card or mobile payment technology by a third party following loss, theft or skimming of the relevant *bank card*, credit card or mobile telephone of the *insured*.

**Please note:** mobile payment technology refers to mobile payment technology using an application, such as Apple Pay or Google Pay.

The conditions for such reimbursement are:

- the *insured* has the SIM card, *bank card*, credit card or mobile payment application blocked as soon as possible after discovery of the loss, theft or fraudulent use;
- the *insured* reports the loss, theft or fraudulent use to the police as soon as possible after discovering it. The costs will be reimbursed after it has been established that these conditions have been met.

### Deductible

Unless otherwise stated in the *policy*, a deductible of € 50.00 per person per event applies with regard to loss or theft of *money*, securities, travel documents or house or car keys.

**Please note:** the concurrence scheme of Article 8.5 applies to this provision.

## 29 Specific exclusions section *luggage* and damage to accommodations

### 29.1 Exclusions

29.1.1 No right to a benefit exists in the event of:

- theft of *money* and travel documents out of/from a *transport vehicle*.

**Please note:** this exclusion also applies if the *policy* states that *money* and/or securities are insured;

- loss, theft, missing of or damage to *money*, travel documents, *valuables*, *digital/electronic equipment*, if these objects are not carried as hand *luggage* during *travel* by plane, bus, train or boat;
- damage or loss as a consequence of wear and tear, inherent defect, inherent decay and gradual influences of weather, seizure or confiscation other than as a result of a traffic *accident*, moths or other vermin;
- any damage other than to the *luggage* itself (consequential loss), insofar as not stated in Articles 28.2. and 30;
- damage to computer and/or computer files as a consequence of programming or operating errors, power failure or outage, or the effects of magnetic fields.

29.1.2 Furthermore, there is no right to a benefit if the *insured* has failed to observe normal precautionary measures in order to prevent loss, theft or damage or could reasonably have taken better measures under the given circumstances.

29.1.3 There is no right to a benefit in case of theft of *money*, *valuables*, *digital/electronic equipment* and travel documents if they are stolen from areas that were not properly locked or if said objects were left unattended;

**Please note:** this exclusion also applies if the *policy* states that *money* and/or securities are also insured.

## 30 Rights in the event of damage to rented accommodations

If the *policy* states that this section is insured and the *insured* is liable for the damage to the accommodations he has rented and/or the inventory of said accommodations, and the damage exceeds € 25.00, the damage is reimbursed, with a maximum of € 500.00. Any costs charged for the loss of a key of a safe hired during *travel* are insured under this section.

## SECTION CANCELLATION AND INTERRUPTION OF TRAVEL

### 31 Definition of the cover - specific provisions

#### 31.1 When does the cover for cancellation and interruption of travel apply?

The *policy* states whether cover for cancellation and interruption of travel is provided.

31.2 If all or part of the *travel* is cancelled due to an unforeseen cause beyond the control of the *policyholder* and the *insured*, the *cancellation costs* will be reimbursed up to the sum insured stated in the *policy*.

If the *insured* is unable to use one or more *travel days* or must interrupt the *travel* prematurely due to an unforeseen cause beyond the control of the *policyholder* and the *insured*, compensation will be paid for each full *travel day* not used, with a maximum of the sum insured stated in the *policy*.

31.2.1 The benefit for each *travel day* not used is calculated by dividing (the share of the *insured* in) the *travel sum* by the total number of *travel days*.

**Please note:** if the *policyholder* has selected a sum insured lower than the actual amount of the *travel sum*, said lower amount shall be the basis for determining the amount of any benefit.

31.2.2 If the *insured* cannot use one or more *travel day(s)* due to unforeseen delays of the booked scheduled flight, bus, train or boat trip upon departure from the country in which the *insured* resides (or from an airport located within a radius of 100 kilometres from the border of the country in which the *insured* resides) or upon arrival at the travel destination, the *insured* shall be entitled to the following reimbursement:

- in the event of a delay of 4 to 20 hours, one (1) *unused travel day* is reimbursed;
- in the event of a delay of 20 to 32 hours, two (2) *unused travel days* are reimbursed;
- in the event of a delay of longer than 32 hours, three (3) *unused travel days* are reimbursed.

Reasonable additional travel and accommodation expenses incurred at the travel destination in connection with unforeseen delay or cancellation of the booked scheduled flight, bus, train or boat trip from the travel destination to home shall also be reimbursed.

- 31.2.3 Benefits received by the *policyholder* and the *insured* from other organisations (tour operator, airlines and the like) shall be deducted from the benefits.

## 32 Obligations in the event of cancellation, *unused travel days* or early return

### General obligations in the event of a potentially covered event

If there is a potentially covered event, the *policyholder* and/or the *insured* and/or the *beneficiary* and/or any party with an interest in the insurance shall have a number of obligations in addition to the obligations set out in Article 3 above:

- if an event arises as a result of which *travel* is or may be cancelled, the *policyholder* and/or *insured* and/or *beneficiary* and/or any party with an interest in the insurance must report this immediately, but no later than within 3 business days of the event, to the organisation where the *travel* was booked;
- demonstrating the event giving rise to a claim for compensation and the (*cancellation*) costs for which the *insured* seeks reimbursement (the costs must be demonstrated by original, itemised (*cancellation*) invoices);
- cooperating in seeking recourse against the person who caused the damage.

Furthermore, the *insured* shall have the following obligations in case of an *accident* or illness:

- to immediately seek medical assistance and to do everything that can reasonably be expected of the *insured* to promote recovery;
- to provide all requested information to a medical advisor engaged by the *underwriters*.

## SECTION PERSONAL LIABILITY

## 33 Definition of the cover - specific provisions

### 33.1 When does the cover for personal liability apply?

The *policy* states whether cover for personal liability is provided.

### 33.2 What will be paid?

If the *insured* in his capacity as a private individual is liable under Dutch law for personal injury and/or property damage of a third party caused during covered *travel abroad*, this insurance provides cover, with a maximum of the sum insured for personal liability stated in the *policy*.

**Please note:** there is, therefore, no cover if the *insured* is held liable in connection with the performance of (paid) work, the exercise of a (secondary) profession or (secondary) business or the performance of tasks for a (foreign) public service.

For the purpose of this section, a "third party" shall mean: Someone to whom damage has been caused, but only if that person does not live at the same address as the *insured* in a family relationship and/or is not the *insured* or the *policyholder*. For the purpose of this section, "personal injury and/or property damage" shall mean:

- personal injury: injury or damage to health or *death* and the resulting damage;
- property damage: damage caused by damage, destruction, loss or loss of private property.

The personal injury and/or property damage is determined on the basis of Section 10 of Title 1 of Book 6 of the Dutch Civil Code (BW).

## 34 Specific exclusions section personal liability

An *insured's* liability for the following damage is not covered:

### 34.1 Aircraft

caused by or with an aircraft of which the *insured* is the owner, possessor, operator, user or holder.

Aircraft also includes a drone, model aeroplane, a hang-glider and target aircraft, a parasailing glider, a cable-drawn glider, an airship, a model rocket, as well as a balloon with a diameter of more than one (1) metre when it is completely filled.

**Please note:** this exclusion shall not apply to liability:

- of the *insured* as a passenger of an aircraft;
- for damage caused by or with model aircraft or drones with a maximum weight of 20 kg.

### 34.2 Act of war

caused by or arising from a situation of an *act of war*.

*Act of war* is defined as: armed conflict, civil war, insurrection, civil commotions, riots and mutiny, as defined in the text which has been laid down by the Union of *Insurers* at the registry of the District Court in The Hague on 2 November 1981 under number 136/1981 or any replacement hereof.

### 34.3 Motor vehicles

caused by or with a *motor vehicle* of which the *insured* is the owner, possessor, driver, user or holder.

**Please note:** in addition to cars, this also includes mopeds, segways and other *motor vehicles* for which the *insured* is obliged to effect WAM insurance.

### 34.4 Deliberate intent

caused by and/or resulting from intentional and/or reckless conduct or omissions directed at a person or object by the *insured* or with the consent of the *insured* or, if the *insured* belongs to a group, intentional conduct or omissions directed at a person or object by someone else from that group. It is not relevant if the *damage* turned out different or greater than the *insured* or someone else from the group to which the *insured* belongs had foreseen.

**Please note:** this exclusion also applies if the *insured* caused the *damage* at the moment that he/she was under the influence of alcohol, drugs and/or medication to such an extent that he/she was unable to express his/her will.

### 34.5 Custody (property of others in the care, custody, or control of the *insured*)

- to items the *insured* or someone on his/her behalf has in his/her possession on the basis of rent, hire purchase, lease, (inheritance) lease, pledge or usufruct (including the right of use and habitation);  
**Please note:** limited cover applies for damage to accommodations under the section *luggage* and damage to accommodations, see Article 30 of these General Terms and Conditions.
- in connection with the performance of (paid) work, the exercise of a (secondary) profession or (secondary) business or the performance of tasks for a (foreign) public service;
- to items the *insured* or someone on his/her behalf does not lawfully hold in their possession;
- to *money*, securities, debit cards or credit cards the *insured* or someone on his/her behalf has in their possession;
- to aircraft the *insured* or someone on his/her behalf has in their possession;
- to *motor vehicles*, caravans, mobile homes and collapsible caravans the *insured* or someone on his/her behalf has in their possession;
- to *motor vehicles* and sailing vessels (including sailing boards) the *insured* or someone on his/her behalf has in their possession.

"Items in their possession" shall mean, for example, the loan, use, storage, handling, processing and transport of third-party items.

### 34.6 Sexual conduct

caused by or as a consequence of sexual or sexually oriented behaviour(s) by the *insured* or, if the *insured* belongs to a group, sexual or sexually oriented behaviour of someone else in that group.

### 34.7 Vessels

caused by or with a vessel of which the *insured* is the owner, possessor, operator, user or holder. This exclusion shall not apply to liability:

- of the *insured* as a passenger of a vessel;
- for *damage* caused by or with rowing boats, canoes, sailing boards and remotely controlled model boats;
- for *personal injury* caused by or with sailing boats with a maximum sail area of 16 m<sup>2</sup>, but only if these vessels are not equipped with an (outboard) motor of more than 3 KW (approximately 4 HP).

### 34.8 United States and/or Canada

caused in the United States of America and/or Canada.

### 34.9 Weapons

- caused in connection with the possession and/or use of a weapon, as referred to in or pursuant to the Weapons and Ammunition Act;
- caused in connection with the possession and/or use of a firearm whilst hunting.

**Please note:** the concurrence scheme of Article 8.5 applies to this section.

## SECTION LEGAL EXPENSES

### 35 Definition of the cover - specific provisions

#### 35.1 When does the cover for legal expenses apply?

The *policy* states whether cover for legal expenses is provided.

#### 35.2 What will be paid?

35.2.1 The *underwriters* will reimburse the legal expenses of the *policyholder* and/or the *insured*, with a maximum of the sum insured stated in the *policy* for legal expenses if they are incurred by or on behalf of the *insured* for seeking recourse against a third party who has caused bodily injury to the *insured* during covered *travel*.

#### 35.2.2 Detention

The *underwriters* will reimburse the costs of an authorised foreign lawyer, with a maximum of the sum insured stated in the *policy* if the *insured* is taken or threatened with being taken into custody during covered *travel* and a defence is put forward in this respect.

#### 35.2.3 Bail

The *underwriters* will pay bail, with a maximum of the sum insured stated in the *policy* if the *insured* is taken into custody during travel. The *insured* must repay the bail to the *underwriters* within 3 months, or immediately if the authorities have repaid the bail or if the bail is forfeited because the *insured* failed to appear in court, unless a court appearance could not reasonably be required of the *insured*.

#### 35.3 Specific provisions and/or obligations section legal expenses

35.3.1 The *underwriters* must agree in advance to the intended recourse, whereby the *policyholder* and/or the *insured* must provide the *underwriters* with their supporting arguments on the basis of which the intended recourse has a reasonable chance of success.

35.3.2 In assessing the chance of success of the intended recourse, the *underwriters* shall take into account the opinion of the representative engaged by the *insured* and its own advisors. If the *underwriters* agree to the recourse, the *underwriters* shall reimburse the reasonable costs incurred by the *insured* in order to obtain this opinion.

35.3.3 All claims and legal proceedings, including any appeal arising out of the same incident or circumstance, shall be deemed to be one and the same claim.

35.3.4 If the recovery action is successful, all legal expenses paid by or on behalf of the liable third party will be paid to the *underwriters*, with a maximum of the amount reimbursed by the *underwriters*.

## 36 Specific exclusions section legal expenses

### No cover is provided for legal expenses:

- related to the *insured* committing or participating in a crime or attempting to perform such an act. Participation in fights also falls under this exclusion;
- related to deliberate or reckless conduct by or with the approval of or through provocation by the *insured*;
- for a claim against a travel agent, tour operator, insurance company or their agents, if there are no legal expenses as referred to in Article 35.2.1 (legal expenses) of this section;
- for a claim against the *policyholder*, *underwriters* and/or *insurer* or any organisation or person involved in effecting this insurance.

## 37 Specific definitions section legal expenses

In addition to the definitions set out in Article 45 of these General Terms and Conditions, the following terms within the scope of this section shall have the meanings stated thereafter.

### 37.1 Legal expenses

- the reasonable judicial, extrajudicial, litigation and other costs of the representative incurred in connection with an entitlement, claim or lawsuit, including the reasonable costs of an expert engaged by the representative in connection therewith;
- the (extrajudicial) costs incurred by or at the expense of the *insured* after reaching an amicable settlement;
- the reasonable legal, litigation and other costs incurred by the representative in connection with appeal proceedings.

### 37.2 Representative

A lawyer, legal expert or qualified personal injury claims handler appointed by the *policyholder* and/or the *insured* and authorised to act in the name of and at the expense of the *policyholder* and/or *insured* for the purpose of seeking recovery from a third party of the damage sustained.

## SECTION POLITICAL EVACUATION AND CRISIS PROTECTION, KIDNAPPING, HIJACKING, HOSTAGE-TAKING

## 38 When does the cover for political evacuation and crisis protection, kidnapping, hijacking, hostage-taking apply?

The *policy* states whether cover is provided for kidnapping, hijacking, hostage-taking, political evacuation and crisis protection.

## 39 Kidnapping, hijacking and hostage-taking

### 39.1 Cover

The sum insured stated in the *policy* for each full day that the *insured* is held against his/her will during covered *travel* due to hijacking, kidnapping or hostage-taking is reimbursed, with a maximum of the sum insured stated in the *policy*. In addition, in the event of kidnapping for a ransom during covered *travel*, the advisory fees and expenses of the crisis advisor appointed by the *underwriters*, who specialises in resolving kidnappings for a ransom, will be reimbursed, with a maximum of the sum insured stated in the *policy*.

### 39.2 Exclusions

No cover shall be provided for:

- a hijacking, kidnapping or hostage-taking occurring in a high-risk country listed on the website of the *underwriters*: [www.hienfeld.nl/uitgesloten-landen-rubriek-ontvoering-kaping-gijzeling-bti2023](http://www.hienfeld.nl/uitgesloten-landen-rubriek-ontvoering-kaping-gijzeling-bti2023)
- a hijacking, kidnapping or hostage-taking in the country of residence of the *insured*;
- fraudulent, dishonest or criminal acts of the *policyholder*, the *insured* or an accomplice.

Payment of a ransom for the release of the *insured* in a situation in which the competent authorities consider such a payment unlawful is not considered a fraudulent, dishonest or criminal act.

## 40 Political evacuation and crisis protection

### 40.1 Cover

Costs of evacuation, for all *insured parties* combined, with a maximum of the sum insured stated in the *policy* are reimbursed.

### 40.2 Evacuation

The cover applies to the following uncertain events, insofar as they occur during *travel* beyond the control of the *policyholder* and the *insured* and which require the immediate evacuation of the *insured*:

- a. the *insured* is banned or declared a persona non grata by the authorities of the recognised government of a host country; or
- b. the competent authorities recommend evacuation due to political or military activities in the host country or in which a host country is involved, within 10 days prior to the evacuation.

### 40.3 Crisis containment and disaster evacuation

The *underwriters* shall pay the reasonable and necessary costs for a crisis advisor, with a maximum of the sum insured stated in the *policy* for each policy year, for all *insured parties* combined, when an event as specified in Article 40.2 of this section, during *travel* results in a life-threatening situation for the *insured*. The *policyholder* or the *insured* must report the incident immediately to the *underwriters*. Only the costs for a crisis advisor incurred during the period that begins when the crisis was first reported to the *underwriters* until no later than 30 days thereafter are eligible for reimbursement.

#### 40.4 Exclusions

No cover shall be provided for evacuation costs:

- a. for which the *policyholder* is liable as an employer or which the *policyholder* must bear pursuant to legislation pertaining to unemployment, medical expenses, absenteeism or incapacity for work;
- b. pertaining to fraudulent, dishonest or criminal acts, and committed or attempted by the *policyholder*, the *insured* or an authorised representative of one of them, acting alone or in a conspiracy with others;
- c. arising from:
  - I. violation of the laws of the host country by the *policyholder* and/or by the *insured*;
  - II. the *insured* not possessing valid travel documents and a valid visa;
  - III. debt, insolvency, business failure, the exercise of any right of retention or security right or another financial cause;
- d. arising from illness, *death* or an injury of the *insured*.

#### 41 Notification of damage

In order to avail of the cover offered under this section, the *policyholder*, the *insured* or a representative of one of them must inform the crisis advisor with immediate effect about any event as specified in Article 39.1 and 40.2 of this section.

#### 42 Specific definitions section kidnapping, hijacking, hostage-taking, political evacuation and crisis protection

In addition to Article 45 of the General Terms and Conditions, the following terms shall have the meanings stated thereafter, within the scope of this section:

##### 42.1 Advice

A formal recommendation of the competent authorities to the *insured* or to a group of persons including the *insured*, to leave the host country.

##### 42.2 Competent authorities

The Ministry of Foreign Affairs or a comparable authority of the country where the *policyholder* has its principle place of business.

##### 42.3 Host country

Any country to which the *insured* undertakes *travel*, with the exception of the country of residence of the *insured*.

##### 42.4 Hostage-taking

Any random act of unlawful detention of the *insured* by persons who act or who claim to be acting as agents of an insurgent party, organisation or group. A series of involuntary detentions shall be regarded as one hostage-taking.

##### 42.5 Hijacking

Unlawful seizure of control of a *transport vehicle* in which the *insured* is a passenger.

##### 42.6 Costs of evacuation

Reasonable and inevitable costs incurred by the *policyholder* or the *insured* for the evacuation of the *insured* to the nearest safe place and for repatriation of the *insured* to the country of residence of the *insured*. This includes, for a maximum of 2 days, the reasonable transport and accommodation expenses incurred by the *policyholder* and/or the *insured* during the evacuation.

##### 42.7 Kidnapping

Any event or related series of events in which the *insured* is detained or taken by force or deception (excluding minor *children* by their parents) by a person or by several persons working together for the purpose of demanding a ransom.

### SECTION ACTS OF WAR

#### 43 Definition of the cover - specific provisions

##### 43.1 When does the cover for acts of war apply?

The *policy* states whether cover for *acts of war* is provided.

##### 43.2 What is covered?

If, during covered *travel abroad* (not being the Netherlands and/or the country in which the *insured* is a resident), the *insured* sustains damage or is involved in an *accident* as a victim of *acts of war*, then, in the situation of *acts of war*, cover is also provided under the other sections that are insured under the *policy*.

This insurance also provides cover for *accidents* that happen to the *insured* outside the Netherlands and/or the country in which the *insured* is resident, as a victim of:

- hijacking, looting, acts of sabotage or terrorism;
- deprivation of liberty related to *acts of war*, hijacking, plunder, sabotage or terrorism. The cover ends after 180 days from the moment of deprivation of liberty. In any case the cover ends once the *insured* has arrived at the destination, as agreed upon when regaining his or her liberty.

#### 44 Specific exclusions acts of war section

No cover is provided for damage or an *accident* that has happened to the *insured*:

- if the *insured* takes part in one of the 6 forms of *acts of war* or hijacking, looting, sabotage or acts of terrorism or deprivation of liberty in connection with *acts of war*, unless the *insured* does so with the intent to protect his/her own life or that of any fellow sufferers;
- if the *insured* violates the law through a private act or omission;
- during an armed conflict between (a member of) NATO and/or the ASEAN and/or the PRC.

## 45 Definitions

For the purposes of this insurance contract, the following terms shall be understood to solely have the meanings stated thereafter, unless explicitly stated otherwise in the *policy*.

### 45.1 Emergency centre

The assistance organisation stated in the *policy* that can be contacted in the event of an emergency situation.

### 45.2 Underwriters

W.A. Hienfeld B.V. acting as an authorised agent on behalf of - and for the account and risk of - the *insurer(s)*.

### 45.3 Cancellation fees

The (partial) *travel sum* payable in the event of cancellation of travel or rebooking costs payable to avoid cancellation of travel.

**Please note:** *travel* may only be cancelled before commencement of *travel*.

### 45.4 Luggage

Any objects the *insured* has taken on a trip for personal use (or as a gift) or purchased by the *insured* during the period of *travel*, including *business equipment*. *Luggage* also refers to travel documents and pre- or post-trip private items, for which a proof of posting has been issued.

**Please note:** *luggage* does not mean *money* (which in any case means legal tender in the form of *money* or cheques), securities (which also means *bank cards* and credit cards), animals, objects with antique, art or collector's value, unset precious stones, aircraft or vessels, *motor vehicles* including accessories and other parts belonging to the *motor vehicle*, weapons, to the extent that they are not part of the hunting equipment, for which the *insured* has a valid licence.

### 45.5 Bank card

Each payment or cash withdrawal card linked to the bank account of the *insured* and each corporate payment or cash withdrawal card of the *policyholder* issued to the *insured* for use.

### 45.6 Company outing

An activity/festivity organised by the *policyholder* for its personnel (whether or not with *spouse/partner* and/or *child/children*) with the aim of enhancing team building and/or getting to know colleagues better on a personal level and in which the (commercial) interest of the *policyholder* is of secondary importance.

### 45.7 Beneficiary

45.7.1 The (legal) person designated in the *policy* or by written notice to receive the payment.

45.7.2 If no person is designated in the *policy* or by written notice to receive the benefit, the *beneficiary* shall be:

- in the event of *death*: the *spouse/partner*, or if there is none, the legal heirs of the *insured*;
- in all other cases: the *insured*.

The State of the Netherlands or any other public authority may never act as *beneficiary*.

**Please note:** fees owed to the *emergency centre* shall be paid directly by the *underwriters*.

### 45.8 Permanent disablement

Permanent full or partial loss or loss of function of any organ or part of the body. Where in these General Terms and Conditions reference is made to "permanently disabled", this shall be construed as reference to the condition of *permanent disablement*.

### 45.9 Abroad

A country other than the country in which the *insured* resides and/or performs his daily activities.

### 45.10 Market value

The value after deduction of an amount due to depreciation resulting from age, wear and tear, and average period of use.

### 45.11 Third-degree burns

Complete damage to both the epidermis (the outer skin layers) and the dermis (the skin layers containing hair follicles, nerve endings, sweat and sebaceous glands) down to the subcutaneous fatty tissues requiring surgical treatment or skin grafting.

### 45.12 Digital/electronic equipment

- computers, including laptops, notebooks and tablets;
- audio and video equipment (such as television, radio, photographic, film, and DVD equipment;
- telecommunication equipment (including satellite/mobile telephones and smartphones);
- navigation systems not built into a vehicle;

all this including accessories and software.

### 45.13 Spouse/partner

1. The spouse or the registered *partner* of the *insured*; or in the absence thereof,
2. the person who has entered into a notarial cohabitation contract with the *insured*; or in the absence thereof;
3. the person who has been living at the same address with the *insured* for more than six months and runs a joint household (insofar as they are not related to each other, not married and not registered as partners).

### 45.14 Event

An occurrence that results in one *accident* or a series of damage(s) or *accident(s)*.

### 45.15 Money

Coins or banknotes (*cash*), *bank cards*, signed cheques and other securities in the possession, custody or control of the *insured* and intended exclusively for payment of *travel*, meals, accommodation rental and personal expenses during *travel*.

### 45.16 Affiliated company

The company established in the Netherlands, in which the *policyholder* has an interest of 50% or more at the time of entering into the insurance contract or in which the *policyholder* has acquired an interest of 50% or more.

**Please note:** *affiliated companies* are covered by this insurance only where this is stated in the *policy*.

### 45.17 Child

The unmarried, legitimate *child* of the *insured*, under 27 years of age, living in the home of the *insured* or residing elsewhere due to study.

#### 45.18 **Valuables**

Valuable objects, such as jewellery, jewels, objects made from precious metals, such as gold, silver or platinum, watches, exclusive designs/creations/utensils of well-known (fashion) designers/couturiers/brands, real pearls, (semi-)precious stones, if set, binoculars or telescopes, and other optical instruments.

#### 45.19 **Act of war**

Armed conflict, civil war, insurrection, civil commotions, riots and mutiny, as defined in the text which has been laid down by the Union of *Insurers* at the registry of the District Court in The Hague on 2 November 1981 under number 136/1981 or any replacement hereof.

#### 45.20 **Motor vehicle**

A vehicle driven by a motor, for which a driving licence is required under Dutch law and/or regulations.

#### 45.21 **Replacement value**

The amount required for acquiring new objects of identical type and quality.

#### 45.22 **Unused travel day**

A *travel day* the *insured* unexpectedly was not able to use at the travel destination.

#### 45.23 **Accident**

A sudden, unintended, immediate violent impact from outside on the body of the *insured*, which is the direct and exclusive cause of bodily injury that can be medically assessed in an objective manner.

**Please note:** where these Terms and Conditions make reference to a "covered *accident*", this shall mean that a right to a benefit in respect of the relevant *accident* must exist under this insurance and that, for example, a general exclusion as set out in Article 2 or an additional exclusion as set out in Article 12 does not apply.

#### 45.24 **Death**

Death as evidenced by a *death* certificate.

#### 45.25 **Policy**

A certificate signed by the *underwriters*, demonstrating the existence of the insurance contract with the *policyholder*. The *policy* may also include special clauses and/or provisions. The General Terms and Conditions also form part of the insurance contract.

#### 45.26 **Premium**

The amount the *policyholder* must pay under this insurance contract, where a distinction is made between:

- **initial premium:** the (first instalment of the) *premium* the *policyholder* must pay upon entering into this insurance contract or in connection with an interim change of this insurance contract;
- **subsequent premium:** the *premium* the *policyholder* must pay upon renewal of this insurance contract.

#### 45.27 **Travel**

Booked transport and/or accommodation, distinguishing between:

##### 1 **Business trip**

A journey *abroad* undertaken by the *principal insured*, or if this is evident from the *policy* within the country where the *insured* resides and/or performs his daily work, in the (commercial) interest of the *policyholder*, which takes place during the *insurance period* and the maximum duration of which is 365 consecutive days;

**Please note:** if the occupation of the *principal insured* consists of travel (taking people or business from A to B, as is the case, for example, of a professional driver, pilot or flight attendant), those journeys shall not be considered *business trips*.

**Please note:** a *company outing* is never considered a *business trip*.

**Please note:** commuting is never considered a *business trip*.

##### 2 **Holiday travel**

- Travel and/or stay for the purpose of relaxation and/or recreation with an overnight stay (in a hotel) booked prior to travel; or

- Travel and/or stay for the purpose of relaxation and/or recreation with a minimum duration of 24 hours;

**Please note:** during holiday travel there must be no:

- paid and/or business work;
- study;
- internship.

##### 3 **Working from home whilst abroad**

This insurance also provides cover for "working from home" from the holiday accommodation. This cover shall only apply to the *principal insured*.

This cover is subject to the condition that working from home from the holiday accommodation does not exceed 28 consecutive days. For the purposes of this article, "working from home" shall mean performing paid work for the *policyholder* from the holiday accommodation, with the express prior consent of the *policyholder*. It must involve work that the *principal insured* normally performs for the *policyholder* at the office or from his own home.

**Please note:** these "working from home days" must be included in the annual statement of *travel days* in connection with the adjustment and/or determination of the *premium* for the new policy year as submitted to the *underwriters* by the *policyholder*.

#### 45.28 **Travel day**

Each day the *insured* has travelled or would travel within the scope of this insurance.

#### 45.29 **Travel sum**

The total of the amounts paid prior to *travel* or payable for bookings and reservations of transport and/or accommodations for the scheduled *travel*.

**Please note:** costs incurred at the destination for partial trips, excursions and the like are not part of the *travel sum*.

#### 45.30 **Transport vehicle**

A *motor vehicle* and an (electric) bicycle.

#### 45.31 **Insurer**

The insurance company and/or risk bearer as specified in the *policy*.

#### 45.32 Insured

The person *travelling* and insured under the *policy*, distinguishing between:

**Principal insured:** The person performing work on the instructions of the *policyholder* and undertaking a business trip on the instructions and/or for the account of the *policyholder*, not being the *spouse/partner* and/or *child/children* of the *principal insured*;

**Co-insured:** the travelling *spouse/partner* and/or *child/children* of the *principal insured*.

#### 45.33 Policyholder

The contracting party of the *insurer*.

#### 45.34 Insurance period

The period stated in the *policy* during which cover is in force.

#### 45.35 Business equipment

Items belonging to the *policyholder*, which is used for business purposes and was taken or purchased by the *principal insured* during *travel* and were under the control or in the management of the *principal insured* at the time of the loss.

#### 45.36 Suicide

*Suicide* is defined as the death of the *insured* caused by self-directed harm. *Suicide* does not include: euthanasia performed by a qualified physician.

#### 45.37 Hospital

An institution where medical treatment takes place. The institution must have:

- diagnostic and surgical facilities;
- a constant presence of nursing staff; and
- permanent supervision by physicians.

*Hospital* is not held to mean: nursing homes, rest homes, homes for the elderly, psychiatric institutions, sanatoriums, rehabilitation centres or clinics for the treatment of alcohol or drug dependency.

## Appendix

### Clauses Sheet Terrorism Cover

(Dutch Terrorism Risk Reinsurance Company) (NHT)

#### Article 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 where they pertain to risks situated in the Netherlands in accordance with the provisions of Article 1 (1) (p) of the Financial Supervision Act.
- b) Life insurance contracts to the extent 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.

#### Article 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 one billion euros 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 together. 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 75 million euros 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 of 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.

### Article 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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