



## GENERAL CONDITIONS

### IPS0909

#### **A.1 BASIS OF THE INSURANCE**

A.1.1 The information furnished by the insured to the insurer forms the basis of the insurance and is deemed to form a single whole with it.

##### *The insured*

A.1.2 Insured shall be deemed to mean the person whose name is mentioned on the policy sheet. The insurance is non transferable.

#### **A2 DURATION OF THE INSURANCE**

A.2.1 The insurance shall be in force for the duration as indicated on the policy sheet.

##### *Commencement and end of the cover*

A.2.2.0 The cover shall commence at the point in time that the insured shall leave his permanent home or actual address to go abroad, and shall end on the end date named on the policy sheet or as much earlier as the insured shall return to his actual address.

A.2.2.1 If the validity of the insurance should be exceeded due to unforeseen delays beyond the control of the insured, the insurance shall remain in force free of charge and automatically until the earliest possible time of return. The insurance shall also be in force in the unlikely event that departure for the destination should take place within ten days before the commencement date named on the policy sheet.

A.2.2.2 After the return of the insured to the country of origin, the insurance shall continue to be in force until the moment when the insured is able to insure himself against medical expenses, but for a maximum period of a fortnight, counting from the date of return.

A.2.2.3 The insurance pursuant to Chapter I shall, however, remain in force, during the validity of the insurance, during a temporary stay in the country of origin for a period of at most 4 consecutive weeks after returning to the country of origin, to the extent that this temporary stay involves a visit to family, a holiday or an event for which cover is provided under Chapter II (Extraordinary costs).

- A.2.2.4 The insurance can also be terminated by written notice of the insurer:
- a. if the policyholder does not pay the premium due on the first renewal date in time or refuses to pay it, as well as if the policyholder does not pay the subsequent premium in time or refuses to pay it, however, in the last case only if the insurer has unsuccessfully urged the policyholder to pay the subsequent premium after the renewal date. The insurance ends on the date mentioned in the notice letter, or in case of late payment not before 2 months after the date of the notice letter;
  - b. within two months after discovering that the policyholder did not comply with his duty of disclosure when taking out the insurance and that the policyholder acted with the deliberate intent of misleading the insurer or that the insurer would not have concluded the policy had he known the true state of affairs. The insurance ends on the date mentioned in the notice letter.
- A.2.2.5 The insurance can also be terminated by written notice of the policyholder:
- a. within one month after receiving written notification of the insurer about a change of the premium and/or the terms and conditions to the detriment of the policyholder and/or the insured party(ies). The insurance ends on the day when the changes become effective according to the written notification (though not before 30 days after the date of the said notification);
  - b. within two months after the insurer appealed to the policyholder about the non-compliance of the duty of disclosure when taking out the insurance. The insurance ends on the date mentioned in the notice letter or, in the absence thereof, on the date of the notice letter;
  - c. by the beginning of a new insurance year following a full insurance year in which no risks were applicable, provided the notice is given within 1 month after the expiry of the said insurance year.

***Premium refund after termination***

- A.2.3.0 If the policyholder decides to terminate the contract prematurely the unearned premium is refunded after deduction of 25% costs and insofar as the payment is not less than EUR 25.00.
- A.2.3.1 In case of a premature termination by the insurer or – after a change of the premium and/or the terms and conditions to the detriment of the policyholder – by the policyholder, unearned premiums will fully be refunded.
- A.2.3.2 In case of premature termination due to deliberate intent to mislead the insurer, no premiums will be refunded.

**A.3 TERRITORIAL SCOPE OF THE INSURANCE**

- A.3.1 The insurance is in force throughout the world.

## **A.4 DOUBLE INSURANCE**

A.4.1.0 The insurance shall not be in force to the extent that the damages sustained are covered by an insurance policy which has been concluded elsewhere, or would have been covered by this if this present insurance had not existed. In the event that insurance has been concluded elsewhere, this present insurance shall apply to the difference in conditions, respectively in insured amounts, under the insurance which has been concluded elsewhere.

A.4.1.1 Exclusively in relation to the insured costs of medical treatment, this present insurance shall also not be in force to the extent that, in the matter of medical treatment, the insured is entitled to the provision of medical care by an institution the objective of which is to reimburse the costs of medical treatment of its members or of persons affiliated with it.

A.4.1.2 That stated in section A.4.1.0 shall not apply to Chapter 4 Accidents.

## **A.5 SOS INTERNATIONAL**

The costs of arranging for transport of an insured who is ill, injured or deceased as described in this article shall come under the insurance.

A.5.1.0 The costs incurred by SOS International in making arrangements for the transport of an insured who is ill, injured or deceased to a hospital or to the place of residence in the country of origin, as well as the costs of any medical supervision or accompaniment which has been prescribed during transport, shall come under the insurance.

A.5.1.1 The cover for the transport costs themselves is regulated below in Chapter 1 and Chapter 2 of these conditions.

### ***Costs of forwarding medications***

A.5.2.0 The insurance cover additionally includes the costs incurred by SOS International in forwarding medications, aids and appliances to the insured which are urgently needed on prescription and for which no usable alternatives are available locally. The costs of purchase, to the extent that they are not insured under Chapter 1 (Medical and dental costs), as well as possible return carriage charges, shall be charged to the insured, also in the event that the forwarded articles are not picked up. Cancellation of orders is not possible.

A.5.2.1 If the help of SOS International must be called in, the insured is obliged to contact this organisation by telephone or telefax without delay, stating the insurance details. SOS International shall provide its services within a reasonable period of time and in good consultation with the insured, but shall be free in its choice of the parties by which it shall allow itself to be assisted in the performance of its services. In matters relating to contracts to be entered into by itself with third parties, the costs of which are not covered by this present insurance, SOS International has the right to require the necessary financial guarantees from the insured, in a form and an amount to be determined by SOS International.

## **A.6 GENERAL OBLIGATIONS OF THE INSURED**

### **A.6.1**

As soon as the insured or the party concerned possesses knowledge or is supposed to possess knowledge of an event which may lead to an obligation on the part of the insurer to payment of a sum, the party concerned is obliged:

- a. to do everything possible to reduce or to limit the damages;
- b. if required, to transfer to the insurer in writing the entitlement to compensation for damages vis-à-vis third parties up to a maximum of the compensation received from the insurer, and also to lend all further cooperation, and to furnish details, if this should be required by the insurer in reasonableness. The insurer is authorised to indemnify the injured party or parties directly and to conclude compromises or settlements with him/her/it/them. The decisions taken by the insurer shall be binding for the insured;
- c. to lend his/her full cooperation to reaching agreement on the damages and to cease and desist from anything which could harm the interests of the insurer. The insured is obliged to refrain from acknowledging any liability;
- d. to furnish all details and all evidence as soon as possible and to forward all documents such as notices of liability, writs of summons, etc., to the insurer immediately and unanswered;
- e. to leave to the insurer the management of any agreement on damages and of legal proceedings and to lend it all requested cooperation in such cases, as well as in the event of recovery;
- f. in the event that criminal proceedings should be instituted against him/her, to allow him/herself - if the insurer should so desire - to be represented by counsel to be appointed by the insurer and to lend this person all requested cooperation; the latter is, however, not bound to lodge an appeal or to renounce his competence to do so;
- g. as soon as possible after an event has taken place but within 3 months at the latest, unless otherwise indicated in the separate chapters, to report it to the insurer, accompanied by an as complete as possible description of the event and the ensuing damages;
- h. as soon as possible, to put into the possession the insurer the fully completed and signed claim form as this has been made available by the insurer;
- i. always to answer questions posed by the insurer or SOS International as quickly as possible and truthfully;
- j. to prove the circumstances which have led to a request to the insurer for compensation or for payment;
- k. if required, to submit a written statement signed by the party concerned as to the cause, the facts and the scope of the damages sustained;
- l. if this should be deemed to be necessary by the insurer, to allow him/herself to be examined at the expense of the insurer by a doctor or physician to be appointed by the insurer, at the place where this doctor or physician wishes to hold the examination, and to furnish to the doctor or physician all desired information. All prescriptions and instructions - to the extent that they do not

conflict with the prescriptions and instructions given by the treating physician - which the doctor/physician or the insurer believes it is necessary to give to promote the recovery or cure, must be strictly observed and complied with. Insurer is obligated to send a original bill or receipt.

## **A.7 GENERAL EXCLUSIONS**

Accidents, damages, claims, injuries, costs or losses as described below shall not come under the insurance:

### ***War risk***

A.7.1.0 which are directly or indirectly related to or caused by or arise from armed conflict, civil war, revolt, internal civil commotions, riots and mutiny.

A.7.1.1 The six forms of war risk mentioned, as well as their definitions, form a part of the text which was deposited by the Association of Insurers in the Netherlands with the Clerk of Court of the District Court in The Hague on November 2, 1981.

A.7.1.2 In the event of war risk at the place and at the time when the accident, the damages or the loss occurred, the insurer shall not be obliged to make payment, unless the party who or which is entitled to the payment proves that the accident, the damages or the loss bear no relationship to this.

### ***Hijacking, strike, etc.***

A.7.2 which are directly or indirectly related to or caused by the insured participating in, or knowingly and wilfully being present at, a hijacking, a strike, a revolt or an act of terrorism;

### ***Nuclear reactions***

A.7.3 which are caused by, occur with or arise from nuclear reactions, irrespective of where and how such a reaction came about.

### ***Alcohol, drug abuse***

A.7.4.0 which have come about or were made possible through excessive use by the insured of alcohol, as well as the use by the insured of narcotics, stimulants or similar drugs, including both soft and hard drugs, unless the insurer has promised written cover for this in advance.

A.7.4.1 The stipulation in section A.7.4.0 shall not apply to the costs as referred to in sections 2.2.2 and 2.2.3 which are connected with death, nor to the cover in article 6.2.

Moreover, there shall be no entitlement to payment or to compensation for damages:

### ***Expected costs***

A.7.5 if, upon the commencement of the trip, circumstances were known or present such that costs could reasonably have been expected to be incurred;

***Non-compliance with obligations***

- A.7.6 if the insured or the party concerned with the payment is negligent in the fulfilment of any obligation resting upon him/her and has thus harmed the interests of the insurer;

***Untrue report***

- A.7.7 if a misrepresentation of the fact has been given by the insured or by the party concerned with the payment, or if an untrue report has been made.

***Deliberately furnishing false information***

- A.7.8 if the insured or the party concerned with the payment has deliberately furnished false information;

**A.8 PERIOD OF LIMITATION**

A claim for payment shall in any case be time-barred if the report has not taken place within three years after the time at which the insured or the party concerned with the payment obtained knowledge or could have obtained knowledge of the event which could lead to an obligation on the part of the insurer to make payment.

**A.9 TERM OF FORFEITURE**

If the insurer has taken a definitive standpoint in respect of a claim instituted by a claimant vis-à-vis the policy, either by refusing the claim, or by offering or making payment by way of settlement in full, then after 6 months, counted from the day on which the claimant or his/her proxy obtained knowledge of this standpoint or could have obtained knowledge of it, each and every entitlement vis-à-vis the insurer in the matter of the case of damage on which the claim was founded shall be forfeited, unless the insured shall have disputed the standpoint of the insurer within this period of time.

**A.10 PREMIUM PAYMENT**

- A.10.1 The policyholder shall pay the premium, including the costs and insurance taxes, in advance on the premium due date.
- A.10.2.0 If the policyholder does not pay the initial premium at the latest on the 30th day after the payment notice, or refuses to pay it, events occurring at a later time will not be covered without requiring any further notice from the insurer.
- A.10.2.1 If the policyholder refuses to pay the subsequent premium, events occurring at a later time will not be covered.
- A.10.2.2 If the policyholder does not pay the subsequent premium in time, no cover will be provided for events taking place as of the 15th day after the insurer reminded the policyholder in writing after the due date and no payment has been made.

- A.10.3 The policyholder will still have to pay the premium.
- A.10.4 The cover will become effective again for events taking place after the day on which the amount due by the policyholder is paid in full to the insurer. In case of agreed payments in installments, the cover will only become effective again after all unpaid installments are paid.
- A.10.5 A subsequent premium also includes the premium owed by the policyholder after automatic extension of the insurance. The initial premium also includes the premium owed by the policyholder with respect to an interim change to the insurance.

A.11 **OTHER PROVISIONS**

*Change of premium and/or terms and conditions*

- A.11.1 If the insurer changes the premium and/or the terms and conditions of the same type "en bloc" or in group, the insurer will be entitled to change the premium and/or the terms and conditions of this insurance accordingly, effective as of the date to be specified by the insurer. The policyholder will be informed of the intended change and the date when it becomes effective in time and in writing and is supposed to agree with it, unless a message stating the contrary is sent within 30 days after that date. In this case the insurance ends on the date when the change becomes effective. The possibility to cancel the insurance does not apply when it is the result of a regulation or provision imposed by the law or if the changes result in a reduction of the premium and/or extension of the cover.

*Registration of personal data*

- A.11.2 The personal data, supplied upon the application for or the alteration of this insurance policy are processed by Lippmann Group on behalf of the concluding and implementation of insurance agreements and/or financial services and the management of the relations ensuing therefrom, including the prevention and suppression of fraud.
- The code of conduct 'Verwerking Persoonsgegevens Verzekeringsbedrijf' (Processing of Personal Data by the Insurance Business) is applicable. This code of conduct defines the rights and obligations of parties with respect to the processing of personal data. The complete text of this code of conduct can be requested at the Information Centre of the 'Verbond van Verzekeraars' ( Association of Insurers in the Netherlands), PO Box 93450, 2509 AL The Hague, The Netherlands. [www.verzekeraars.nl](http://www.verzekeraars.nl).

*Address*

- A.11.3 Notifications by the insurer to the insured shall take place in a legally valid manner by being sent to the insured's address which was last known to the insurer or to the address of the party through whose intermediary this insurance has been concluded.

*Precedence of the conditions in the Dutch language*

- A.11.4 In cases in which the conditions for this insurance, or an abstract thereof, has been provided in some other language than the Dutch language, the conditions in the Dutch language shall take precedence.

***Dutch law***

A.11.5 Dutch law shall be applicable to this agreement.

***Complaints and disputes***

A.11.6 Disputes and/or complaints resulting from this insurance agreement can be submitted to:

- the board of directors of WBD Lippmann Group,  
PO Box 30706, NL-2500 GS The Hague
- the Stichting Klachteninstituut Verzekeringen (the Foundation Complaints Institution Insurance's), PO Box 93560, 2509 AN The Hague
- the competent Court in the Netherlands at the choice of the Insured or party concerned.

***Registered office***

A.11.7 The insurer of this insurance is Europeesche Verzekering Maatschappij N.V., Hoogoord-dreef 56, 1101 BE Amsterdam ZO.

***Terrorism and malevolent contamination***

A.11.8 As of August 15, 2003 the clauses sheet Terrorism Cover will be applicable. This sheet can be found at the end of the General Terms and Conditions.





# MEDICAL AND DENTAL COSTS

Cover as described in this chapter is not applicable if it appears from the note made on the certificate that IPS Basic was chosen.

## I.1 DEFINITIONS OF TERMS

### *Physician or doctor*

- 1.1.1.1 Physician or doctor shall be deemed to mean the person who is recognised as such by the competent authorities.
- 1.1.1.2 Medication shall be deemed to mean a drug which is exclusively available on prescription.

### *Medical necessity*

- 1.1.3 Medical necessity shall be deemed to mean: the necessity of nursing, examination or treatment which is based on generally acknowledged medical-scientific considerations.

### *Costs of medical treatment*

- 1.1.4 Costs of medical treatment shall exclusively be deemed to mean:
- a. fees of physicians
  - b. hospital admission and operation;
  - c. treatments and examinations prescribed by a physician/doctor;
  - d. medications prescribed by a physician/doctor for use during the validity of the insurance. For longer use, prior written consent must have been given by the insurer;
  - e. medically necessary transport by ambulance or (patient) taxi to and from the place where medical treatment is provided in the country in which the insured was present upon the commencement of said transport. No reimbursement shall be made of the costs of means of public transport such as train, tram and bus;
  - f. the first time any prostheses have become necessary due to an accident as described in article 4.1.

**Dental costs**

- 1.1.5.1 Dental costs shall exclusively be deemed to mean the cost of:
- a. fees of dentist or doctors for dental treatment;
  - b. X-ray pictures taken by or on the prescription of a dentist or doctor in connection with this treatment;
  - c. medications prescribed by a dentist;
  - d. repair or replacement of dentures or of artificial elements of the dentition.

**1.2 SCOPE OF COVER**

Insofar as it appears from the certificate that the cover IPS Secondary was chosen and if the applicable premium for this cover was calculated, this insurance is an excess or supplementary insurance with regard to a primary compulsory coverage for medical and dental expenses and services, in the Netherlands known as the "basiszorgverzekering". This entails that the insured being able to derive rights from a "basiszorgverzekering" constitutes a precondition for compensation by virtue of the insurance. In consideration of the provisions in the insurance conditions relative to the scope of the coverage, restrictions, exclusions and any other provisions, the insurance shall provide coverage for medical and dental expenses exclusively if and insofar as such expenses are not covered under the conditions of the "basiszorgverzekering" or service, or are not compensated under the "basiszorgverzekering" or service as a result of a compulsory own risk or compensation maximum.

For insureds for whom there is no obligation to apply for a "basiszorgverzekering", this insurance can also offer primary medical insurance. This primary cover is solely applicable insofar as it appears from the certificate that the cover IPS Primary was chosen and if the applicable premium was calculated. The insured is at all times responsible to determine if the obligation to get a "basisverzekering" is applicable to him or her.

***The following costs shall come under the insurance:******Medical costs***

- 1.2.1.0 The costs of medical treatment on the grounds of medical necessity which are incurred at the place where, and as long as, the insurance is in effect. In the event of hospital admission, reimbursement shall take place until the 365th day after the day on which this admission shall have commenced. Reimbursement shall take place on the basis of the lowest class.

The medical costs shall exclusively be reimbursed if the doctor respectively the hospital are recognised as such by the competent authorities.

***Medically necessary childbirth in hospital***

- 1.2.1.1 Costs incurred in the case of pregnancy and childbirth for mother and child that are medically necessary or indicated, compromising:

- a. nursing costs and associated costs for mother and child together in the lowest class if and for as long as hospital admission is necessary;
- b. maternity care provided by a maternity centre recognised by the authorities, an "A"-class nurse, or a certified maternity assistant for a maximum of 8 days from the day of the mother giving birth.
- c. additional costs that are invoiced for;
- d. inpatient/outpatient costs incurred for a specialist;
- e. costs incurred for medically necessary medical transport.

In addition the insurer shall reimburse the costs of an induced abortion if they have been incurred out of immediate medical necessity, as well as if they have been incurred in connection with an offence against public decency, if and to the extent that the treatment has been performed in an institution which is recognised by the government.

***Non-medically necessary childbirth in hospital, or at home, maternity home***

- 1.2.1.2 a. nursing costs for mother and child together and/or maternity care provided at home by a maternity centre recognised by the authorities, an "A"-class nurse, or a certified maternity assistant for a maximum of 8 days from the day of the mother giving birth. Maternity care will be reimbursed up to a maximum of € 135 a day.
- b. the fee for delivery assistance charged by a specialist, general practitioner, or obstetrician.
- c. costs incurred for using outpatient facilities.

The costs referred to in article 1.2.1.2 shall be reimbursed up to a joint maximum of € 2.000.

***Children***

- 1.2.1.3 The following provisions shall apply to children born during the duration of this insurance if they are registered with the Broker for insurance within one month after birth:
  - a. this insurance shall apply from the birth of the child regardless of any congenital illness or defect;
  - b. if these children, being younger than 3 months, are required to stay in hospital so they can be breast-fed by the mother, the associated costs will be reimbursed in accordance with the rate for healthy nursing infants for as long as the insurer is required to pay out nursing costs for the mother.

***Dental costs***

- 1.2.2.0 The costs of dental treatment on the grounds of acute medical necessity which are incurred at the place where, and as long as, the insurance is in force, up to a maximum of € 400 per insurance year (including possible renewals). Periodic checks, regular treatments and orthodonty are never covered under this policy. The dental costs which were incurred due to the consequences of an accident which took place at the place where, and as long as, the insurance was in force are insured until the 365th day after the day of the accident at the latest. Jaw surgery, including the removal of wisdom-teeth, are being seen as a dental treatment under the wording of this contract.

- 1.2.2.1 The dental costs shall exclusively be reimbursed if the dentist respectively the doctor is recognised as such by the competent authorities.

***Physiotherapy, Mensendieck- and Cesartherapy treatments***

- 1.2.3.0 This shall be deemed to mean treatment on the prescription of a doctor or specialist, provided by a physio-, Mensendieck- or Cesartherapist recognised by the government.

- 1.2.3.1 Physiotherapy by a physiotherapist, Cesar therapy, or Mensendieck therapy these shall be taken to mean treatment provided by a physiotherapist. Reimbursed shall be provided for up to a maximum of 12 treatment sessions per indication and up to a maximum of € 27,50 per session. Should more treatment sessions be necessary, consent must be requested in advance on the basis of a progress report provided by the practitioner.

The following shall not count as physiotherapy:

- speech therapy;
- ergotherapy and occupational therapy;
- antenatal exercises;
- sports massage.

- 1.2.3.2 Further treatment shall exclusively qualify for reimbursement if prior consent has been granted for it by the insurer.

- 1.2.3.3 The following shall not be deemed to be physiotherapeutic treatment:

- a. speech therapy lessons;
- b. ergotherapy, practice therapy and occupational therapy;
- c. antenatal and postnatal exercises;
- d. sport massage.

- 1.2.3.4 Orthomaneuval therapy, podotherapy, chiropractic treatment, camouflage therapy, electrical epilation, acne treatment, balneo photo therapy or any other preventive investigate and treatment and/or alternative treatment and check up are never covered under this policy.

- 1.2.3.5 Costs related to the rental or purchase of apparatuses or devices shall not be reimbursed.

***Psychotherapy***

- 1.2.4.0 This shall be deemed to mean treatment on the prescription of a doctor or a specialist, provided by a psychiatrist or psychologist.

- 1.2.4.1 Reimbursement shall be made for a maximum of 9 treatments per period of 12 months, after submission of a referral certificate issued by the general physician or specialist.

- 1.2.4.2 Further treatment shall exclusively qualify for reimbursement if prior consent has been granted for it by the insurer.

***Acupuncture***

- 1.2.5.0 This shall be deemed to mean treatment provided by an acupuncturist recognised as such by the competent authorities.
- 1.2.5.1 Reimbursement shall be made for a maximum of 9 treatments, and up to a maximum of € 500, per period of 12 months.
- 1.2.5.2 Further treatment shall exclusively qualify for reimbursement if prior consent has been granted for it by the insurer.

**1.3 FURTHER EXCLUSIONS**

In addition to the general exclusions as mentioned in article A.7, the following costs shall not come under the insurance:

- 1.3.1 costs made in the country of origin or costs related to illnesses, pregnancies and/or affections, which already existed or caused complaints on or prior to the commencement date.
- 1.3.2 costs due to the consequences of an accident for which an exclusion has been included in sections 4.1.1.2 and 4.1.1.3 and in article 4.3;
- 1.3.3 (Medical costs) incurred due to treatments or medical exams if and to the extent that it would be medically justified to postpone these treatments and/or exams after the insured will return to the country of origin.
- 1.3.4 Costs for administrations fee: doctor, dentist etc.
- 1.3.5 H.I.V. and aids laboratorium tests.
- 1.3.6 Birth control pill.
- 1.3.7 Hayfever bloodtests in hospital.
- 1.3.8 Over the counter medicin.
- 1.3.9 Made at a private practice, private clinic or private doctor, unless prior permission of the insurer has been granted.

**1.4 SPECIAL OBLIGATION IN THE EVENT OF ADMISSION TO HOSPITAL**

- 1.4 In the event of admission to hospital, SOS International must be contacted in advance or if this is impossible, within one week after admission, by telephone, so that, in consultation with the insured or his/her representative, the treating physician and possibly the general physician as well, it can take the measures which will best serve the interests of the insured in question.

## EXCEPTIONAL COSTS

### 2.1 DEFINITION OF TERM

#### *Exceptional costs*

- 2.1 Exceptional costs shall be deemed to mean the costs incurred pursuant to article 2.2, which are the result of an unforeseen event and which must necessarily and reasonably be incurred during the validity of the insurance.

### 2.2 SCOPE OF COVER

*The following costs shall come under the insurance:*

#### *Costs of locating, rescue and recovery/return*

- 2.2.1 The costs of locating, rescue, recovery/return instituted by or under the leadership of a competent authority; and transport of the insured back to civilisation.

#### *Costs in connection with decease*

- 2.2.2 In the event of the decease of an insured:

- a. the costs incurred in consultation with SOS International in relation to the transport of the body to the original place of residence, including the costs of the casket necessary for the transport;

or

- b. the costs of burial or of cremation on the site, as well as the travelling expenses from the country of origin of the deceased and back, including the costs of accommodation for a period of at most 3 days, of the family members of the deceased in the 1st or 2nd degree and/or the persons who lived with the insured as a family, up to the amount which would have been reimbursed in the event of transport of the body to the country of origin of the insured.

***Costs incurred due to illness or accident***

- 2.2.3 Up to a maximum of € 7,000, the travel costs incurred with the permission of SOS International for a necessary return trip, as well as the costs of accommodation of at most 2 family members in the 1st or 2nd degree and/or of the persons with whom the insured lived as a family, for assistance and support to an insured who is seriously ill or whose life is in danger.

***Costs of special transport***

- 2.2.4 Only in case of a Primary-IPS insurance the following costs are covered:  
The costs incurred with the permission of SOS International for the medically necessary transport, including the assistance of doctor or nurse, of an insured who is ill or injured.

***Costs of returning from the trip due to death***

- 2.2.5 If the insured must return from the trip due to the fact that family members in the 1st or 2nd degree who are not travelling with the insured have died, or that their lives are in danger, the extra travelling and accommodation expenses incurred by the insured in question to the place to which he/she has been called back, up to a maximum of the costs of travel and accommodation in order to reach the place of residence. In addition, the extra travel and accommodation expenses incurred to return to the original destination are insured, provided they are incurred during the validity of the insurance.

***Telecommunication costs***

- 2.2.6 If there is entitlement to compensation for damages, to payment or to the provision of assistance, the necessary telecommunication costs incurred, to the extent that they were incurred in order to contact SOS International.  
The telecommunication costs incurred to contact others are insured up to a maximum of € 150.

**2.3 DAMAGES*****Extraordinary transport***

- 2.3.1 For transport by any means other than by public transport, permission must be requested in advance from SOS International if possible.

***Deduction on account of costs saved***

- 2.3.2 Reimbursement of costs incurred shall take place after deduction of savings, refunds, etc.; a fixed deduction will be applied to accommodation expenses, on account of costs saved on normal living expenses, of 10% of the accommodation expenses.

**2.4 FURTHER EXCLUSIONS**

In addition to the general exclusions as mentioned in article A.7, the following exceptional costs shall not come under the insurance:

- a. mentioned in section 2.2.3, incurred on account of the consequences of an

accident happening to an insured for which an exclusion applies pursuant to article 4.3;

- b. mentioned in sections 2.2.2, 2.2.3 and 2.2.5 if the trip was undertaken wholly or partly for the purpose of undergoing medical or paramedical treatment, unless it can be proved that these costs have no relationship whatsoever to the illness or ailment in the matter of which the trip was undertaken wholly or partly;
- c. mentioned in sections 2.2.2, 2.2.3 and 2.2.5 if the insurance was concluded or commenced when the insured was already under medical or paramedical treatment, unless it can be proved that these costs have no relationship whatsoever to the illness or ailment in the matter of which the trip was undertaken wholly or partly;
- d. mentioned in section 2.2.4 if the costs mentioned there come under the heading of 'medical costs' as defined in sections 1.1.4 and 1.1.5.



## TRAVEL AID AND LEGAL AID OUTSIDE THE NETHERLANDS

### 3.1 *Travel aid outside the Netherlands*

In the event of unexpected and serious difficulties abroad as a result of the loss or theft of travel documents (see section 6.1.2.0), SOS International will assist the insured with word and deed at embassies, consulates and other official bodies.

If necessary and where possible, SOS International shall act as an interpreter. If necessary, SOS International shall arrange a replacement travel ticket for the insured.

The costs of this ticket, if any, shall be charged to the insured, but may be claimed from the insurer with due observance of that stipulated in Chapter 6.

### 3.2 *Legal aid abroad*

The most recent General Conditions of DAS, which are available on request, apply to this Chapter as well."

## DEFINITION OF TERMS

### *Costs*

3.2.1 Costs which are necessary for legal aid or which will be incurred by DAS, to the extent that they are not recoverable from a third party, that is;

- a. the costs in relation to examination and treatment;
- b. the costs in relation to the enlistment of lawyers, court bailiffs, witnesses and experts. In the United States and Canada the lawyer's fee is not charged to the insurer if the lawyer handles the case on the basis of "no cure, no pay". In this case the fee shall be deemed to be included in the compensation for damages;
- c. the costs of accommodation to be incurred by the insured in consultation with DAS and the travel expenses to be incurred in accordance with fares for public transport (train, second class);

### 3.2.2 *Territorial scope of the validity*

Cover of the costs of legal aid shall apply during a stay abroad in:

- a. Europe and the countries surrounding the Mediterranean Sea (including the Canary Islands) with the exception of Libya, Albania, Greenland, Lebanon and Syria;
- b. the United States, Canada, Australia, New Zealand, Indonesia, South Africa and Thailand;

In relation to questions in all other countries the insurer shall take for its account, before the insured returns to his/her own permanent home and habitual place of residence, the costs to be incurred in consultation with the insurer for advice or mediation by a local lawyer up to a maximum of € 5,000.

### 3.3 SCOPE OF COVER

3.3.1 The insured is entitled to the provision of legal aid and the reimbursement of costs to the extent that:

- a. the rights or interests of the insured as a private person are directly at issue, with the exception of damages sustained as a result of possessing, keeping or using a means of transport;
- b. the costs do not exceed the amount of € 5,000 per question reported;
- c. the question reported concerns:
  - the recovery of material and immaterial damages sustained by the insured as a consequence of a physical injury sustained by him for which a third party is liable on the grounds of a statutory provision;
  - the legal defence of the insured in the event that the insured is sued at law as a private individual for his liability under civil law, under the legislation of the country where he presently is, for damages incurred to third parties or after involuntary infringement of local laws.

#### *Advances*

3.3.2 In return for an adequate guarantee, the insurer shall provide advances up to a maximum of € 7,000 for:

- a. payment of the costs of the proceedings and of enforcement due from the insured and the other party, with the exception of the sureties, to the extent that a final and conclusive court ruling has determined that they must be borne by the insured;
- b. the release of the insured in the event that he has been placed in pretrial detention following a traffic accident.

Such an advance or a surety shall be deemed to be a loan by the insurer to the insured, who shall repay this loan in its entirety as soon as the surety has been repaid to him in the event of a decision to drop charges, acquittal or otherwise within 15 days after the day on which the competent court has handed down a ruling.

Repayment to the insurer shall follow in any case no later than 60 days after the advance has taken place or the security deposit has been made.

### 3.4 FURTHER EXCLUSIONS

In addition to the general exclusions as mentioned in article A.7, unless explicitly agreed otherwise, no cover for legal aid shall be given to the insured:

- a. if, upon the commencement date of the insurance, he/she could reasonably have foreseen the need for legal aid;
- b. if the amount is € 250 or less;
- c. in the event of conditional intention, recklessness or default on the part of the insured.

### **3.5 PROCEDURE**

- 3.5.1 If the insured wishes to invoke the legal aid, he shall notify DAS, Karspeldreef 15, 1102 BB Amsterdam, The Netherlands, telephone +31 20 6 517 517.
- 3.5.2 If the case is covered, then the insurer transfers the further handling to the organisation which carries out the legal aid under the name of "DAS".
- 3.5.3 If the enlistment of a lawyer is necessary for the handling of the case, then the choice of the lawyer and/or the expert shall be made by DAS.
- 3.5.4 The costs shall be for the account of the insured:
- if they have been incurred without prior consultation with DAS;
  - if they are related to the enlistment of a lawyer or an expert which took place without prior consultation with DAS;
  - to the extent that the costs are the consequence of omissions or errors on the part of the insured in relation to the handling of the case.
- 3.5.5 Starting from the moment that DAS informs the insured that further handling of the case does not have a reasonable chance of success, the insured can no longer lay any claim to cover, with the exception of the rules on the settlement of disputes.

### **3.6 RULES ON THE SETTLEMENT OF DISPUTES IF LEGAL AID APPLIES**

- 3.6.1 In the event of a difference of opinion between the insured and DAS as to the expected result or the manner of handling of the case, after consultation with DAS and for the account of the insurer, the insured shall have one opportunity to place the case before a lawyer of his choice who is an expert in the discipline in question; this must take place as soon as possible, but in any case within one month after DAS has informed the insured of its opinion or manner of handling the case and he/she has disputed it.

If this lawyer shares the standpoint of DAS, then the insured may only continue the proceedings for his own account. Should the results show the insured to be entirely or partly right, then the costs will be reimbursed after all, up to the maximum of the insured amount. If the case is already being handled by a lawyer and the insured loses confidence in him, then the insured shall have one opportunity to transfer the case to a different lawyer for the account of the insurer, if DAS, in fairness, can share the standpoint of the insured.



## ACCIDENTS

### 4.1 DEFINITION OF TERMS

#### *Accident*

4.1.1.0 A form of violence or force which occurs during the validity of the insurance suddenly, owing to circumstances beyond the control of the insured, externally, immediately affecting him physically, which is directly and exclusively the cause of his death or his physical and/or mental disablement, provided the nature of the injury can be medically determined.

4.1.1.1 The following shall also be deemed to be accidents;

- a. a lightning stroke or other electrical discharge;
- b. freezing, drowning and sunstroke;
- c. manslaughter, murder or attempted manslaughter or murder;
- d. acute poisoning or asphyxiation due to the unwanted ingestion of gases or vapours or of liquid or solid substances; however, with the exception of poisoning which comes about through the use of stimulants in the broadest senses of the words;
- e. exhaustion, starvation, dehydration and sunburn as a result of the unforeseeably becoming isolated;
- f. infection due to the entry of pathogenic organisms as a result of an involuntary fall into water or any other substance;
- g. infection of a wound and blood poisoning due to the entry of pathogenic organisms in an injury which came about through an accident;
- h. sprains, dislocations and ruptures or tears in muscles and tendons, by which internal injury is inflicted in an instant, and its nature and site can be medically determined;
- i. the unwanted entry from places outside the body into the digestive tract, the air passages, the eyes or the auditory organs of substances or objects, through which injury is inflicted;
- j. complications and exacerbations which occur in the provision of first aid or in medical treatments applied to the insured; however, exclusively if these treatments became necessary due to an accident.

#### *The following shall not be deemed to be an accident:*

4.1.1.2 the ingestion of pathogenic organisms through an insect bite or sting, such as malaria, typhus fever, plague, sleeping sickness;

4.1.1.3 any form of hernia which comes about and which manifests itself in any way whatsoever.

## **4.2 INSURED AMOUNTS**

4.2 In the event of decease, € 10,000. For accidents which occur while driving or riding as a passenger on a motorcycle with a cylinder capacity of 50cc or more, the payment upon decease shall be a maximum of € 5,000.

In the event of permanent disability, € 75,000.

In the event of plastic surgery to treat malformation, disfigurement or defacement € 10,000.

## **4.3 FURTHER EXCLUSIONS**

In addition to the general exclusions as mentioned in article A.7, no entitlement to payment can be claimed for accidents which happen to the insured:

### *Intention*

4.3.1 through the deliberate action of a party concerned with the payment or with the intention of the insured (for example, suicide or self-mutilation or attempted suicide or self-mutilation);

### *Use of alcohol, narcotics or similar drugs or intoxicants*

4.3.2 if, through the use of alcohol, narcotics, stimulants or other drugs or intoxicants, he/she has put him/herself into a condition in which the risk has manifestly aggravated;

### *Crime*

4.3.3 by or as a result of having deliberately committed a crime or having participated in a crime;

### *Military service*

4.3.4 in and through military service;

### *Already existing illness or ailment*

4.3.5 as a result of, or made possible by, a diseased or unhealthy condition which the insured already exhibited at the time of the accident, or through paralysis or growing stiff, blindness, deafness, insanity, epilepsy, vertigo, diabetes, gout/cramp or any other physical disability, unless this was caused by a previous accident which came under the cover of the insurance. If the consequences of an accident are aggravated by a diseased or unhealthy condition which the insured exhibits, or by a mental or physical abnormality in him/ herself, then no more shall ever be paid out than that which would have been paid out pursuant to this insurance if the same accident had occurred to an entirely able-bodied and healthy person;

***Dangerous activities***

- 4.3.6 in the event of activities performed by the insured, to the extent that they involve exceptional labour or industrial risks, and to the extent that these activities are not connected with the period of traineeship;

***Aircraft***

- 4.3.7 when making use of aircraft of any nature whatsoever, unless as a passenger of an airplane which has been admitted for public passenger transport;

***Vessels***

- 4.3.8 when making use of vessels outside the inland waters, unless it involves no particular special dangers;

***Martial arts, cycling, rugby, parachuting, etc.***

- 4.3.9 as well as during the practise in any way whatsoever of the following sports: all fighting sports, cycling, rugby, parachuting, hang-gliding and horse racing competitions;

***Speed, record and reliability testing***

- 4.3.10 participation in or preparations for speed, record and reliability testing of motorised vehicles;

***Winter sports and underwater sports***

- 4.3.11 all sorts of winter sports, including ice hockey, as well as underwater sports in which use is made of an aqualung.  
This exclusion shall not apply if the policy states that the additional premium due for this has been paid.

**4.4 EXTRAORDINARY OBLIGATIONS**

In deviation from that determined in article A.6.1.g, the following extraordinary obligation applies:

- 4.4.1.0 If an accident has taken place, the insured or the person who is of the opinion that this insurance is to make payment to them shall be bound:
- a. when a death is the consequence, to inform the insurer within 3 x 24 hours of the accident; this obligation shall also apply should, after an accident has been registered, a death occur subsequently and as a result of said accident;
  - b. to notify the insurer in writing, in all other cases, under cover of details being given and under cover of the policy number and date on which the insurance policy was issued;
  - c. to notify the insurer of all information required by it as to the injuries sustained and the nature of the accident, and do this as soon as possible and truthfully.

Should incorrect notice be given or should the circumstances under which the accident took place have been falsely presented, then the insurer shall not be bound to effect payment.

- 4.4.1.1 No right to receive payment shall exist should notice be given of an accident - without prejudice to that determined in 4.4.1.0 sub-section b - resulting in a death, but not within 3 x 24 hours and, in connection with all other accidents, should no notice be made within 30 days and in a manner as described above, unless it shall be satisfactorily shown to the insurer that:
- a. it was impossible for the insured or the party interested in the payment to be made to notify the insurer or have the insurer notified;
  - b. none of the exclusions as set forth in article 4.3 shall be applicable;
- all this without prejudice to the remaining terms and conditions of insurance.
- 4.4.1.2 Should an accident have taken place, the insured shall be bound to call for immediate medical help and to ensure that he/she remains under constant treatment and follows all instructions of his/her doctor to the letter and fails to do nothing which could expedite his/her recovery. Should medical help have been called too late or should the insured not have complied with doctor's orders, and this have a negative influence on his/her medical recovery, then all rights to receive payment shall be forfeited.
- 4.4.1.3 Accidents with fatal consequences shall entitle the insurer to request a post mortem. This requirement may be fulfilled by granting permission and taking the necessary steps with the authorities in question. Failure to comply with this obligation shall mean that the interested party forfeits any right to receive payment. The costs of any official declarations required for the claim submitted, as well as those for any post mortem, shall be borne by the insurer.

## 4.5 PAYMENTS

### *Death as a consequence of an accident:*

- 4.5.0 Should an insured die as a direct consequence and solely due to an accident, then the insured sum for the death of an insured shall be paid in full to the insured's heirs unless, upon concluding the insurance, another agreement shall have been made. In no case whatsoever will any payment be made to any form of government. A prior payment or advance due to permanent invalidity resulting from the same accident shall be deducted from the sum paid but it shall not exceed the insured sum in the case of a death.

### *Permanent disability*

- 4.5.1.0 If the accident resulted in permanent disability for the insured, then in compliance with the degree of disability a percentage to be determined of the amount insured for permanent disability shall be paid to the insured who has suffered disability as a result of the accident.

Irrespective of that determined hereinafter, for one or more accidents taken together, a total will be paid out which shall never exceed the amount scheduled for permanent disability.

Permanent disability is deemed to be the permanent loss of (the function of) parts of the body or organs.

4.5.1.1 Determining the applicable percentage shall be done as follows:

* total loss or permanent lack of use of:	
* an arm, up to the shoulder joint	75%
* an arm, up to the elbow, or between the elbow joint and the shoulder joint	70%
* a hand, up to the wrist, or arm between the wrist and the elbow joint	60%
* a leg, up to the hip	75%
* a leg, up to the knee or between the knee and the hip	60%
* a foot up to the ankle or a leg between the ankle and the hip	50%
- permanent and total lack of use of:	
* thumb	25%
* index finger	15%
* middle finger	12%
* ring finger or little finger	10%
* big toe	8%
* another toe than a big toe	3%
* loss of vision in both eyes	100%
* loss of vision in one eye	30%
but if the insurer has effected payment pursuant to this insurance due to the of vision in the other eye	70%
* loss of an eye lens	15%
* complete deafness in both ears	50%
* complete deafness in one ear	20%
but if the insurer has effected payment pursuant to this insurance due to complete deafness in the other ear	30%
* loss of the sense of taste	10%
* loss of the sense of smell	10%
* loss of the tongue	50%
* loss of the larynx	50%
* loss of the spleen	5%
* loss of a kidney	10%
- incurable insanity	100%



Partial loss (loss of function), other than of the senses of smell and/or taste, shall render the payment to be made proportionally lower.

- 4.5.1.2 In all other cases not scheduled under 4.5.1.1, the percentage which shall apply shall equal the degree of functional disability, without bearing in mind the profession of the insured.
- 4.5.1.3 Loss or loss of function of one or more body parts and/or organs which caused permanent disability prior to the accident shall render the percentage determined pursuant to 4.5.1.1 and 4.5.1.2 such as to be subjected to a deduction of the percentage calculated in the same manner in connection with disability which existed prior to the accident.
- 4.5.1.4 Payment which is effected for the loss of more than one finger shall never exceed in total that made for the loss of the entire hand.
- 4.5.1.5 The degree of disability shall be determined once, in the opinion of a medical advisor deployed by the insurers, a situation prevails in which a clear change to the degree of disability is not expected. Should the definitive degree of disability not have been determined within 2 years, the insured shall have the right to have the definitive degree of his/her disability determined on the grounds of the expected definitive disability based on medical reports.
- 4.5.1.6 If it may be medically determined that an accident would lead to permanent disability, then upon death, other than as a direct result of the accident, a right to receive payment shall exist for permanent disability.

The amount of this payment shall be determined in accordance with the expected definitive degree of disability, were the insured not to die, based on medical reports.

- 4.5.1.7 Determining the percentage of loss or loss of function shall be done in accordance with objective yard-sticks, in compliance with the most recent issue of the "Guides to the Evaluation of Permanent Impairment" of the American Medical Association (A.M.A.).

Should the definitive degree of permanent disability not yet have been determined on the 365th. day after the accident, then the insurer shall pay - from said day to the day on which the disability shall be determined definitively - 8% interest on the payment to be made, less any advance payments effected.

### *Plastic surgery*

- 4.5.2 Plastic surgery, in order to treat malformation, disfigurement or defacement occurred as a result of an accident, shall only be compensated if, according to the opinion of a plastic surgeon, there is a fair chance of improvement or recovery therefrom. The costs connected with the operation or treatment in an outpatients' department, the medicine prescribed, dressings and other remedies and the costs of nursing in the hospital shall be compensated provided that this treatment takes place within 2 years after the accident. The compensation shall amount to no more than € 10.000,- per accident and will be given on top of the maximum amount for permanent disability. If the above-mentioned costs are wholly or partially covered by another insurance, or if a liable third party has been under an obligation to compensate those costs, there shall be no claim regarding this cover.

## LIABILITY FOR PRIVATE INDIVIDUALS

### 5.1 THE INSURED

#### 5.1.1. *The insured is:*

- a. the insured;
- b. any minors staying with the insured insofar as their liability is not covered by any other insurance;
- c. domestic staff, insofar as their liability is connected with their activities conducted for an insured.

#### *Capacities*

5.1.2.0 The insurance is in respect of the Insured Person's personal liability only.

5.1.2.1 This insurance does not apply to liability in respect of the carrying on of any trade, business or profession – either paid or not – and any military or civil service.

5.1.2.2 Notwithstanding article 5.1.2.1. the insurance will apply to activities related to engaging work experience or training arranged as part of a specific educational course. Coverage will however not apply to liability arising out of the provision of medical treatment, the giving of advice, design work, the working out of calculations or similar professional activities, even if these form part of work experience or training activities.

5.1.2.3 Limitation as described in 5.1.2.1 shall not apply for:

- a. the domestic staff as referred to in 5.1.1, sub-section c;
- b. minors, if during their vacations or free time they conduct activities for others than the insured, against payment, or not.

Liability for children in this case is solely insured insofar as their liability is not covered by any other insurance.

Claims made by the employer or its legal heirs and successors are not covered.

### 5.2 THE SCOPE OF THE COVER

#### *Liability/Damages*

5.2.1.0 Liability is insured of the insured in their aforementioned capacities and in connection with damages which were caused or sustained during the time period the insurance cover was taken out and for all insured parties collectively, up to an amount of € 1,250,000.00 for each occurrence.

- 5.2.1.1 Where in these terms and conditions reference is made to damage or damages they shall be deemed to include:  
damages sustained by persons and damages sustained by goods.  
Damages to persons shall be deemed to be damages sustained because of injury or damages which undermine the health of persons, leading to death, or not, including the consequential damages which arise.  
Damages to goods shall be deemed to include: damage sustained by said goods and/or their destruction and/or the loss of other goods than those of the insured, including the consequential damages which arise.

***Liability in connection with the insured in respect of one another***

- 5.2.2.0 Liability of the aforementioned insured parties in respect of one another is solely insured for the insured parties in question sustaining damages to their persons and insofar as these insured parties have no other claim to institute in respect of that which has overcome them.
- 5.2.2.1 Liability of an insured in connection with domestic staff for damages arising out of an accident is also covered by the insurance where damages are sustained by goods.
- 5.2.2.2 No compensation for damages shall be paid if a claimant is someone other than a natural person, directly involved with the event, who sustained damages, or his/her legal heirs and successors.

***Costs of proceedings and lawful interest***

- 5.2.3 Payment shall be made, in excess of the insured amount, of and for:
- a. the costs of proceedings made pending with the approval of or at the behest of the insurer and legal aid provided, which was forthcoming at the behest of the insurer;
  - b. the lawful interest on that part of the principal which is covered by the insurance.

***Surety***

- 5.2.4.0 Should a government require the provision of monetary surety, due to damages having been sustained which are covered by the insurance, for the purpose of guaranteeing the rights of parties which have sustained damages, then the insurer shall furnish this surety up to no more than 10% of the insured amount.
- 5.2.4.1 The insured is bound to authorise the insurer to have the surety at its disposal once it has been made available and moreover to ensure that full cooperation is given to obtain re-payment thereof.

***Immovable property or goods***

- 5.2.5.0 In connection with immovable property or goods, the following is insured:
- a. the liability of the insured;
  - b. the liability of an insured caused by damages being sustained due to fire, extinguishing a fire and explosion of a home rented by him/her under the terms of a rental agreement (including holiday home/apartment) as well as for movable property or goods therein, insofar as the insured is not the owner/holder/hire purchaser of said movable property or goods.

- 5.2.5.1 Other cases of liability for damages sustained by immovable property or goods, including liability for damages sustained by real estate under construction or being managed, are not covered.

### 5.3 SUPPLEMENTARY EXCLUSIONS

Alongside the general exclusions as set forth in A.7, the following is also applicable:

#### *Deliberate acts*

- 5.3.1.0 Liability is not covered in connection with an insured in respect of damage caused by him/her deliberately or which certainly results from his/her actions or failure to act. In connection with liability of and for children up to and including 15 years of age, the insurer shall not appeal to this exclusion.

- 5.3.1.1 Liability is not insured for an insured acting in a group causing damages to be sustained by legal entities, caused deliberately or certainly resulting from behaviour (singular or plural) on the part of the group, even when it is not the insured which deliberately caused the damage in question.

#### *Motor vehicles*

- 5.3.2.0 Liability is not insured for damages caused by or with a motor vehicle (including mopeds and motorized agricultural and building vehicles), which an insured owns, has as property, holds, drives or uses.

- 5.3.2.1 The exclusion as described in 5.3.2.0 shall not apply to:

#### *Passengers*

- a. the liability of an insured for damages caused by him/her as a passenger of a motor vehicle including damages sustained by that motor vehicle;

A passenger shall be deemed to be a person who does not, him or herself, drive the motor vehicle but who is on or in that vehicle, or mounts/enters or dismounts/alights from that vehicle.

That determined in 5.2.2.0 through 5.2.2.2. concerning liability of the insured in respect of one another and in 5.4.1.0 through 5.4.1.2 concerning supervision of goods, shall however, remain in full force.

#### *Non-owners' liability*

- b. the liability of the insured mentioned in 5.1.1 for damages caused by domestic staff with or by a motor vehicle, of which no other insured party than the domestic staff is the holder or owner thereof;

**Motor lawnmowers/model vehicles**

- c. the liability of the insured for damages caused by motor-driven mowers, childrens' toys and suchlike utility goods, providing they are unable to exceed 10 km per hour, as well as remote controlled model cars;

**Caravans, trailers, boat-trailers**

- d. the liability of the insured for damages sustained by third parties caused by or with trailers, caravans, boat-trailers providing these are not connected to a motorised vehicle and the damages did not come about as a result of the trailer etc. becoming loose due to a breach or any other defect of the coupling or the incorrect coupling or uncoupling of the trailer in question;

**Loading and unloading**

- e. the liability of the insured for damages sustained by third parties by or due to baggage or other goods while these are being loaded onto or unloaded from a motorised vehicle;

**Joy-riding**

- f. the liability of an insured for damages caused during joy-riding with and, in contrast to that determined in 5.4.1.0 through 5.4.1.2 concerning the supervision of goods, by a motorised vehicle, providing the perpetrator is younger than 18 years of age. Joy-riding shall be deemed to include any use of a motorised vehicle without the necessary permission to do so, without the intention of alienating said motorised vehicle.

Liability for damages connected with theft or larceny of the motorised vehicle remains excluded from the insurance cover. Should joy-riding be the case, without violence, this cover shall not apply if liability insurance has been concluded for the motorised vehicle.

- 5.3.2.2 The cover described in 5.3.2.1 sub-sections a. through e. shall not apply insofar as liability is covered by any other insurance.

**Boats**

- 5.3.3.0 Liability for damages caused by or due to a boat is not covered.

- 5.3.3.1 The exclusion as described in 5.3.3.0 does not however apply to:

**Rowing boats, canoes, windsurfing boards, model boats**

- a. the liability for damages caused by or with rowing boats, canoes, windsurfing boards and remote controlled model boats;

**Small sailing craft**

- b. the liability for damages to persons, caused by or with sailing boats with sail areas of not more than 16 m<sup>2</sup>;

**Passengers**

- c. the liability for damages caused by a passenger of a boat, including damages sustained by that craft;

That determined in 5.2.2.0 through 5.2.2.2 in connection with liability of the insured in respect of one another and in 5.4.1.0 through 5.4.1.2 in connection with goods under supervision, remains applicable in full.

**Joy-sailing**

- d. the liability of the insured for damages sustained during joy-sailing with and, in contrast to that determined in 5.4.10. through 5.4.1.2 in connection with goods under supervision, to a craft, providing the perpetrator is younger than 18 years of age. Liability for damages connected with theft or larceny of a boat remains excluded from the insurance cover.

- 5.3.3.2 The cover described in 5.3.3.1 sub-sections a. through c. does not apply if these boats are fitted with a motor (outboard motor) with more than 3 kW power (approximately 4 hp); The cover described in 5.3.3.1 sub-sections a. through d. does not apply insofar as liability is covered by any other insurance.

**Aircraft**

- 5.3.4.0 Liability is not insured for damages caused with or by an aircraft, a model aircraft, a para-glider, a sports aircraft, a glider, a cable glider, an airship, a model rocket as well as a balloon with a diameter of more than 1 metre when entirely inflated.

- 5.3.4.1 The exclusion as described in 5.3.4.0 does not apply to:

**Model aircraft**

- a. the liability for damages caused with or by model aircraft, the weight of which amounts to no more than 20 kg.;

**Passengers**

- b. the liability for damages caused by an insured as a passenger of an aircraft, including damages sustained by that aircraft.

That determined in 5.2.2.0 through 5.2.2.2 in connection with the insured in respect of one another and in 5.4.1.0 through 5.4.1.2 in connection with goods under supervision, remains, however, applicable in full force.

- 5.3.4.2 The cover described in 5.3.4.1 sub-sections a. and b. shall not apply insofar as liability is covered by any other insurance.

**Weapons**

- 5.3.5 Liability is not insured for damages caused in connection with and/or the use of (firearms) weapons.

#### **5.4 Goods under supervision**

5.4.1.0. Liability is not insured for damages:

- a. sustained by goods which an insured has at his or her disposal or which a person has at his or her disposal on behalf of an insured;
  - further to a rental, lease, pledge or usufruct agreement (including the right of use and habitation);
  - sustained further to the exercise of company activities (not necessarily those of a main company), or professional activities (not necessarily those of a first profession), and further to conducting manual labour other than as a friendly service without payment, as well as when complying with military or civilian service.
- b. sustained by goods, which an insured has at his or her disposal unlawfully;
- c. sustained by motorised vehicles, mobile homes, caravans, soft-topped trailers, motorised boats and sailing craft, including windsurfing boards and aircraft which an insured has at his or her disposal or which someone has on behalf of an insured;
- d. consisting of and/or arising out of loss, theft, or deprivation of money, valuable papers, bank account, giro account, charge cards or credit cards which an insured has or which someone has on behalf of an insured.

5.4.1.1 On the other hand, liability for damages is insured:

for and in connection with goods which an insured has, other than in those cases as set forth under 5.4.1.0 a. through d., up to an amount of € 10,000.00 for each event; for and in connection with goods which belong to the trainee position address which an insured has at his/her disposal whilst conducting trainee activities, up to an amount of € 10,000.00 for each event.

5.4.1.2 Cover for liability for fire damage etc. to a rented dwelling as set forth under 5.2.5.0 sub-section b. and for damages as a passenger, as set forth under 5.3.2.1 through 5.3.2.2, 5.3.3.1 through 5.3.4.1 through 5.3.4.2 remain applicable in full force.

### **5.5 DAMAGES**

#### ***Claims adjustment and payment***

5.5.5.0 The insurer shall be bound to undertake claims adjustment and determine damages.

5.5.5.1 The insurer retains the right to indemnify parties which have sustained damages and do this directly and by means of using settlements. In this, the interests of the insured shall be kept in mind.

5.5.5.2 When the compensation for damages to be paid consists in whole or in part of regular payments and the cash value of these payments, less the remaining compensation for damages, exceeds the insured amount, the duration or the amount of the regular payments shall be set proportionately.



## BAGGAGE AND HOUSEHOLDGOODS

### 6.1 DEFINITIONS

#### *Baggage*

6.1.1.0 Baggage shall be deemed to include:

- a. the objects which an insured has taken for his/her own use, or which have been sent on in advance or after the insured's arrival to the destination, or within the duration of validity of the insurance;
- b. the objects acquired within the duration of validity of the insurance, up to a maximum amount of € 250.00.

#### *Travel documents*

6.1.2.0 Travel documents are deemed to include: passports, travel tickets, driving licenses, registration papers, registration plates, carnets/vignettes, green cards, visas, identity papers and tourist cards/tourist travel documents.

#### *Household goods*

6.1.3.0 Household goods include all goods and chattels belonging to or which are the responsibility of the insured which normally speaking are referred to as household goods and which, during the validity of the insurance, were present at the address of the insured abroad.

6.1.4.0 The following shall not be deemed to be baggage and household goods:

- a. money, papers of value of whatever nature, manuscripts, drawings and drafts (for travel documents refer to 6.1.2.0 and 6.2.1);
- b. collections (such as postage stamps and coin collections, etc.);
- c. tools (with the exception of the car, bicycle, motor bike tools referred to below);
- d. trade goods and samples;
- e. animals.

### 6.2 SCOPE OF THE COVER

*Insurance cover is offered for damage to and loss of:*

#### *Travel documents*

6.2.1 travel documents shall be compensated for costprice.

***Baggage and household goods***

6.2.2.0 baggage, up to a maximum amount of € 1,500.00 and household goods up to a maximum amount of € 5,000.00, bearing the following in mind:

***Windsurfing boards and bicycles***

6.2.2.1 Windsurfing boards and bicycles are insured up to a maximum amount of € 250.00 per object, including accessories.

***Tools for a car, bicycle and motor bike***

6.2.2.2 Car, bicycle and motor bike tools, snow chains, car sound and broadcasting equipment (fixed and mounted or not) solely with a battery connection, music cassettes, compact disks, as well as spare parts (including V-connectors, sparking plugs, jump start cables, rotor, contact points and light bulbs) are insured up to a maximum amount of € 150.00.

***False teeth***

6.2.2.3 False teeth are insured if the costs incurred for replacement or repair may not be defrayed pursuant to the chapter on health and dental care costs, up to a maximum amount of € 250.00.

***Replacement clothing and toilet articles***

6.2.2.4 Insurance cover is also granted up to a maximum amount of € 75.00 for compensation for the costs of having to purchase replacement clothing and toilet articles due to the delayed arrival of baggage.

***Photographic, film, video, sound and computer equipment***

6.2.2.5 Photographic, film, video, sound and computer equipment, including accessories, are insured up to a maximum amount of € 550.

***Jewellery***

6.2.2.6 Jewellery is insured up to a maximum amount of € 150.00. Jewellery includes objects made to be worn on or around the body and which consist wholly or partly of (precious) metal, stone, mineral, ivory, coral or suchlike substances as well as pearls, with the exception of watches.

***Watches***

6.2.2.7 Watches, including straps and chains are insured up to a maximum amount of € 150.00.

***Spectacles and contact lenses***

6.2.2.8 Spectacles, sun-glasses (including lenses) and contact lenses are insured up to a maximum amount of € 150.00.

***Telecommunications equipment***

- 6.2.2.9 (Mobile) telecommunications equipment is insured up to a maximum amount of € 150.00.

***Other household goods***

- 6.2.2.10 For the remaining household goods, cover is given against the following threats and dangers: fire and explosion (also that resulting from own fault), strike by lightning, induction and power surge after lightning has struck, aircraft, storm, precipitation, water, steam and oil, theft or attempted theft after breaking and/or entering, robbery and extortion, traffic accident, burning, singeing, smelting, charring, scorching, smoke and soot, as well as damage caused by glass splinters when windows break. Damage caused by theft or attempted theft without any signs of breaking and/or entering, will be subject to a deductible of € 125.00 per event.

**6.3 SUPPLEMENTARY EXCLUSIONS**

Aside from the customary exclusions as set forth in A.7, the following is/are not insured:

***Boats, aircraft, motorised vehicles, campers and other vehicles***

- 6.3.1 boats (with the exception of windsurfing boards), aircraft (including gliders and gliding equipment), vehicles (including mopeds), campers and other vehicles (with the exception of bicycles), as well as the accessories to the aforementioned, spare parts and further appurtenances (including tents).

***Wear and tear, own fault, the influence of the weather***

- 6.3.2 damage due to wear and tear, own fault, natural decay and slow working influences of the weather, attachment or forfeiture, other than due to a traffic accident, as well as damage caused by moths or other vermin;

***Scratches, dents, unsightly marking***

- 6.3.3 damage consisting of damages such as scratches, dents, stains, and other unsightly markings, unless the damaged object has become unsuitable as a result of this for the use for which said object was intended;

***Recording devices/sound heads***

- 6.3.4 damage solely consisting of damages to recording devices, video and sound heads of audio and video equipment.

Moreover, there is no right to receive compensation in connection with:

***Normal care and caution***

- 6.3.5.0 if the insured did not adhere to and comply with the normal care, left inmoderated and caution which may be expected of him/her, in preventing loss, theft or damages being sustained by baggage and household goods.

6.3.5.1 Normal care and caution shall be deemed not to have been taken when video, computer, photographic, film, sound and telecommunication equipment, jewellery, watches, fur and other valuable objects are left unsupervised other than in a properly locked area.

6.3.5.2 In connection with that determined in 6.3.5.1 sub-sections a. and b. the insured may be required to show that in all reasonableness no safer measures could have been taken.

## **6.4 SUPPLEMENTARY OBLIGATIONS ON THE PART OF THE INSURED OR INTERESTED PARTY**

6.4 Aside from the general obligations as set forth in A.6, the insured or an interested party is also bound:

- a. when damage is sustained by baggage and household goods, to inform the insurer and permit the insurer to investigate the matter prior to repairs being made;
- b. in the case of theft or loss of insured goods, to file a police report locally and moreover the persons such as railway station chiefs, the staff of airlines, train conductors, ship's captains, hotel management, etc. must also be requested to determine that damage has actually been incurred;
- c. to prove possession, the value and the age of the insured object(s) with an original invoice(s);
- d. if the damage arose during transit of the insured objects by train, boat, aircraft, or other means of transport, to check the baggage upon receipt to ensure it is in good condition and/or to note its/their loss. Should something be missing and/or not in good condition, then the insured is also bound to file a complaint with the transport company and to demand that the transport company make an official written report of the complaint. This original report shall be required to be submitted to the insurance company with any claim for damages.

## **6.5 DAMAGES**

### *The foundations for compensation for damages*

6.5.1.0 The foundations for calculating compensation to be paid for damages sustained which are connected with travel documents shall be the amount due for obtaining the documents in question once again.

6.5.1.1 The foundations for calculating the compensation for damages for baggage and household goods are:

- a. for articles which are no older than one year old, their new value;
- b. for articles which are older than one year old, their present value.

6.5.1.2 New value shall be deemed to be the amount needed to acquire new articles of the same sort and quality; while present value shall be deemed to be the new value less the amount of depreciation of value due to age or wear and tear.

6.5.1.3 Objects which cannot be replaced by new ones of the same kind and quality shall be

made subject to the assumption of their market value, which shall be deemed to be the market price upon the sale by the insured of the articles in question in the condition these articles were in, immediately before damages were sustained.

***Repair or replacement***

- 6.5.2 If damages or lost objects could, in all reasonableness, be repaired and/or replaced, the insurer shall retain the right to have these objects repaired and/or replaced.

***Maximum amounts insured***

- 6.5.3 Compensation for damages shall be paid for no more than the insured amounts irrespective of the total value of the insured articles.

***Termination of insurance after damage***

- 6.5.4 The insurer retains the right to terminate cover pursuant to this present chapter and do this in writing:
- a. within thirty (30) days after payment has been paid pursuant to this present chapter or when payments have been refused; the insurer shall abide by and comply with a period of notice of no less than fourteen (14) days.
  - b. as of the date set forth in the letter giving notice to terminate cover, if the insured deliberately gave a false picture of the course of an event or events.

## CANCELLATION COSTS IPS

This chapter is solely applicable insofar as this appears from the note made on the certificate and if a premium has been calculated for it.

### 7. *Scope of the cover*

In the case of cancellation, delay to departure and/or discontinuation of the study trip/traineeship, the insurer shall pay compensation to the insured up to a maximum amount as set forth on the certificate under travel/rental sum, bearing the following in mind:

#### 7.1 *Cancellation*

The insurer shall make payment in the case of cancellation up to and including the date of commencement of the insurance or the day of departure in accordance with the manner in which the educational institution/offerer of the traineeship would normally require were no insurance to exist, which payment shall defray cancellation costs comprising the paid course fee, attendance and registration fees, the pre-paid travel and accommodation costs, pre-paid rent for housing and/or transfer costs when changing apartments. Restitutions received as well as any revenue which comes about due to the arrangements in question being transferred to third parties at a reduced price, or not, shall be deducted from that which is to be paid.

#### 7.2 *Insured events*

The right to receive compensation shall solely exist as a consequence of one of the following events:

- a. death, serious illness or serious accidental injury on the part of an insured, rendering the study trip/traineeship or making use of the rental object impossible or making it imperative to prematurely terminate the study trip/traineeship or the stay;
- b. death, serious illness or serious accidental injury of close family who are not co-travellers, if related in the first or second degree, or room-mates with whom the insured co-habits as a family, rendering it unreasonable for the insured to make the study trip/fulfil the traineeship or make use of the rental object, or making it imperative to prematurely terminate the study trip/traineeship or the stay;
- c. being unable, under medical advice, to be vaccinated, which is required by the authorities in order to reach the destination of the study trip/traineeship or to stay there;

- d. relevant damages to goods due to fire, explosion, strike by lightning, storm or flood, which exercises an effect on the property of the insured or of the organisation where the insured works or which assigned the study trip/traineeship to the insured and which the insured took on, which event or events urgently require the insured's presence;
- e. an unexpected conscription notice requiring the insured to attend military service for the first time, or go on repeat exercises;
- f. in connection with a proposed stay on the part of an insured with a family, abroad: a sudden serious illness, serious accidental injury or the death of one of the members of the family making it impossible for this family to accommodate the insured;
- g. the lack, within 30 days prior to the planned date of arrival, at the destination, of a private vehicle needed for the study trip/traineeship due to theft, fire, explosion or any external peril;
- h. serious damages to the insured's own home, the temporary address or the study/traineeship address, making it impossible for the planned study trip/traineeship to take place. In that case, compensation shall solely be paid for the pre-paid/reserved tickets for the boat, air or train trip.

### 7.3 *Delay to departure*

The insurer will pay compensation in the case of a delay to departure of at least 8 hours of a boat, bus, train or aircraft when departing from the country of origin or upon arrival to the travel destination, caused by factors outside the control or the will of the insured, as well as pay compensation for the additional travel and accommodation costs incurred by an insured, for a maximum of three days.

### 7.4 *Interruption*

The insurer shall pay compensation, pro rata, for each study day/traineeship day not taken, on the travel sum/rent, due to the insured's premature return, or due to hospitalisation delaying premature return, insofar as the hotel, educational institution, traineeship address, transport organisation or landlord shall not have made restitution.

The right to receive compensation for damages shall solely exist if the study trip/traineeship address or stay is interrupted prematurely as a result of one of the events scheduled in 7.2.

Hospitalisation delaying premature return shall mean that hospitalisation days within the study/traineeship/rental period shall be deemed to be study/traineeship days not taken.

Pro rata compensation shall be deemed to be compensation for the ratio of the total of days not taken to the number of days of the study/traineeship or rental.

Any restitutions made by the hotel, educational institution, traineeship address or landlord shall be deducted from the compensation to be paid.

### **7.5 Winter sports**

If the certificate shows that additional premium has been paid for the risks of winter sports and the insured returns home prematurely due to an insured event having taken place, or should an insured be called back, or should medical reasons render it impossible for any further use to be made of pre-paid ski-ing lessons, ski-pass, ski rental, then in connection with these aforementioned costs, compensation for cancellation shall be paid on a pro rata basis. Pro rata compensation shall be deemed to be compensation based on the ratio of the total number of days not taken to the total number of days of the duration of the lessons, pass, or ski-rental.

Any restitutions shall be deducted from the compensation to be paid.

### **7.6 Insured amount**

Maximum assured amount € 1.200,-.

### **7.7 Validity of the insurance**

- a. The insurance is solely valid if concluded within 21 days of booking the travel arrangement; already paid premiums for invalid cancellation costs insurance shall be restituted upon request.
- b. No restitution will be made of premiums paid other than in connection with the cancellation of the study/traineeship travel or rental agreement on the part of the educational institution, offerer of the traineeship, transport organisation or landlord.

### **7.8 Extraordinary obligations**

Alongside the general obligations as set forth in the general terms and conditions, the following obligations are also in force:

- a. The insured, or an interested party to this insurance shall be bound to notify the insurer immediately of circumstances which might lead to a claim being made for compensation under the terms of this present agreement.
- b. They are also bound, at the request of the insurer, to submit authentic proof if compensation is claimed under the terms of this insurance and moreover, they are also bound to cooperate with all that which the insurer may require, in all reasonableness, require of them.
- c. They are also to submit proof of payment of registration fees and/or all or part of the travel/rental sum.





# CLAUSES SHEET TERRORISM COVER

by the Dutch Terrorism Risk Reinsurance Company (NHT)

## **I. 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 64 (2) of the Insurance Industry Supervision Act 1993 [Wet toezicht verzekeringsbedrijf 1993] - 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 64 (2) of the Insurance Industry Supervision Act 1993 - 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 peril has manifested itself – to minimise the consequences thereof.

**1.4 Dutch Terrorism Risk Reinsurance Company [Nederlandse Herverzekering-maatschappij voor Terrorisemeschaden N.V.] (NHT):**

A reinsurance company incorporated by the Association of Insurers in the Netherlands, to which any liability to pay compensation under any insurance contract which may arise from the manifestation of the risks referred to in Articles 1 (1), 1 (2), and 1 (3), may be ceded.

**1.5 Insurance contracts:**

- a Non-life insurance contracts insofar as they pertain to risks situated in the Netherlands in accordance with the provisions of Article 1 (1) (o) of the Insurance Industry Supervision Act 1993.
- b Life insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.
- c Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.

**1.6 Insurers authorised in the Netherlands:**

- Non-life, life, and health care insurers as referred to in Article 12 of the Insurance Industry Supervision Act 1993, and
- Funeral in kind insurers as referred to in Article 7 of the Funeral In Kind Insurance Industry Supervision Act [Wet toezicht natura-uitvaartverzekerings-bedrijf],

who are authorised to carry on the insurance business in the Netherlands.

**2. Limitation of the cover for the terrorism risk**

2.1 If and insofar as, subject to the descriptions contained in articles 1 (1), 1 (2), and 1 (3), and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which is (directly or indirectly) related to:

- Terrorism, malevolent contamination or precautionary measures,
- Any act 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 has 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 Insurance Industry Supervision Act 1993 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 EUR 1 billion in respect of any one calendar year. The aforementioned sum shall be eligible for annual adjustment and shall apply to all insurers associated with the NHT together. Any adjustment shall be announced in three 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 of 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 EUR 75 million in respect of any one policyholder and any one insured location per annum for all participating insurers as referred to in article 1 together, irrespective of the number of policies issued.

For the application of this paragraph insured location shall be understood to mean: all objects insured by the policyholder existing at the address of premises to which the insurance applies, as well as all objects insured by the policyholder located outside the address of premises to which the insurance applies whose use and/or purpose is in relation to the business activities at the address of premises to which the insurance applies. As such shall in any case be considered all objects insured by the policyholder which are located at a distance of less than 50 metres from each other and of which at least one is situated at the address 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 compan(y)(ies) belonging to the group has/have taken out the polic(y)(ies).

### **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 aforementioned 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 17 of the Claims Settlement Protocol only apply to claims for indemnity and/or benefit which are reported within two years after the NHT has established that a certain event of circumstance is regarded as a manifestation of the terrorism risk within the context of this Clauses Sheet.

